



AMENDED AGENDA
February 11, 2022
Noted on Pages 1, 4,
6 and 8

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

AGENDA
WEDNESDAY, FEBRUARY 16, 2022
***4:45 P.M. (CLOSED SESSION) *5:45 P.M. (OPEN SESSION)**

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

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

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

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

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. The use of metal detectors is approved under Board Policy 5145.12.

The following items will not be permitted: alcohol, illegal drugs, knives, or firearms.

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

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

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

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

***4:45 P.M.**

CALL Meeting to Order

OPPORTUNITY for Public Comment on Closed Session Agenda Items

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); FUSD Negotiator(s): Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
5. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Corina Lacy v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2015-0519
6. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
 - a. Potential Case (One)

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

PLEDGE OF ALLEGIANCE

A staff member will lead the flag salute.

HEAR Report from Superintendent

OPPORTUNITY for Public Comment on Consent Agenda Items

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member so requests, in which event, the item(s) will be considered following approval of the Consent Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

A. CONSENT AGENDA - continued

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the February 02, 2022 Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meetings

Included in the Board binders are the draft minutes for the January 12 and January 19, 2022 Regular Board meetings. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Dr. Robert G. Nelson, telephone 457-3884.

A-4, APPROVE Agreements with Black Students of California United for Middle and High School Student Conferences

Included in the Board binders are two agreements with Black Students of California United for the purpose of providing a one-day leadership conference for African American middle school students and a three-day conference for high school students. The goal of the conference will be to focus on developing African American students through leadership training and workshops. In addition, student attendees will have the opportunity to tour Sacramento State University. This contract will support sending approximately 30 students per middle school site and approximately 12 students per high school site. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$66,000 are available in the Student Engagement budget. Contact person: Kim Mecum, telephone 457-3731.

A-5, APPROVE Agreement with Presence Learning, Inc.

Included in the Board binders is an agreement with Presence Learning, Inc. to provide eLearn Academy, JE Young Academic Center, Figarden Elementary School, and Wawona Middle School with a total of 3.0 FTE School Psychologist services. The agreement will begin February 17, 2022 and end on June 30, 2022. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$229,830 are available in the Special Education budget. Contact person: Kim Mecum, telephone 457-3731.

A-6, APPROVE Agreement with CPS HR Consulting

Human Resources is requesting the approval of the Independent Contractor Services Agreement for CPS HR Consulting. CPS HR Consulting will provide classification and compensation study services for the District's Principal/Vice Principal and Guidance and Learning Advisor classifications. The Superintendent recommends approval. Fiscal impact: Sufficient funds are

A. CONSENT AGENDA - continued

available in the Human Resources budget. Contact person: Paul Idsvoog, telephone 457-3548.

A-7, APPROVE New 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours)

Included in the Board binders are new 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours). 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-8, APPROVE Revised 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours)

Included in the Board binders are revised 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours) which reflect the agreed upon 4%. 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 Position and Revised Job Description for Director, Risk Management, Salary Placement for Chief Executive from E-33 to E-32, and Respective Classified Management 261 Duty Day Salary Schedule

Included in the Board binders is a revision to the Job Description for Director, Risk Management and revision to the Classified Management 261 Duty Day Salary Schedule adding the position of Director, Risk Management and Revising the Salary Placement for Chief Executive from E-33 to E-32. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Human Resources budget. Contact person: Paul Idsvoog, telephone 457-3548.

A-9a, APPROVE Revised Job Description for Executive Director, Health Services
Included in the Board binders is the revised job description for Executive Director, Health Services. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Human Resources budget. Contact person: Paul Idsvoog, telephone 457-3548.

A-10, APPROVE Award of Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, EMS, and Central Plant Equipment Replacement

Included in the Board binders is information on Bid 22-18, to improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and central plant equipment at Ewing and Turner Elementary Schools. The project will provide new, more energy efficient

A. CONSENT AGENDA - continued

equipment, capable of providing MERV-13 filtration and increased air exchange rates. This is the first of a series of planned projects utilizing \$12 million in ESSER III funds allocated by the Board. Schools were not originally designed to accommodate MERV-13 filtration capabilities. Staff recommends award to the lowest responsive, responsible bidder: New England Sheet Metal and Mechanical Co. (Fresno, California) \$1,816,800. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,816,800 are available in the Elementary and Secondary School Emergency Relief III (ESSER III) Fund. Contact person: Karin Temple, telephone 457-3134.

A-11, APPROVE Grant Application to the 2022 Fresh Fruit and Vegetable Program

It is recommended the Board approve a grant application to the 2022 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education. The FFVP provides funding to support daily fresh fruit and vegetable snacks for students at participating elementary and K-8 schools. Funding is sought for 69 schools that meet the eligibility criteria of 50% or more students eligible for free/reduced-price meals; grant awards will be based on these percentages. The Superintendent recommends approval. Fiscal impact: The grant will fund \$50 - \$75 per student for purchase of fruits and vegetables. Contact person: Karin Temple, telephone 457-3134.

A-12, APPROVE Project Labor Agreement by and Between Fresno Unified School District and Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions for the Construction of the Francine and Murray Farber Educational Campus; and APPROVE Award of Bid 22-21, Francine and Murray Farber Educational Campus

Included in the Board binders and recommended for approval is the Project Labor Agreement (PLA) between Fresno Unified School District and the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions, for construction of the Francine and Murray Farber Educational Campus. Also included in the Board binders is information on Bid 22-21, recommended for award in conjunction with the PLA to construct the new 82,000 square foot Farber Campus at the district-owned site at Ventura Avenue and 10th Street. Approval of this item will approve the PLA and award the bid for construction of the project. The campus is planned to open in August 2024. Staff recommends award to the lowest responsive, responsible bidder: Davis Moreno Construction, Inc. (Fresno, California) \$47,847,268. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$47,847,268 are available in the Measure M Fund. Contact person: Karin Temple, telephone 457-3134.

A-13, RATIFY Retiree Contract for Teacher at Fresno Adult School

Fresno Adult School (FAS) utilizes the expertise of retired teachers to fill part-time

A. CONSENT AGENDA - continued

positions based on enrollment numbers beyond regular staffing capacities. There is a current need for additional classes due to an increased enrollment of students in the areas of Adult High School Credit classes. Fresno Adult School is asking to ratify a Retiree Contract for a part-time teacher at FAS to support Fresno Unified School District for the 2021/22 school year. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$21,000.00 are available in the California Adult Education Program. Contact person: Kim Mecum, telephone 457-3731.

A-14, RATIFY an Agreement Between Fresno Unified School District Early Learning Department and Fresno County Superintendent of Schools

Ratification is requested for an agreement between Fresno Unified School District Early Learning Department and Fresno County Superintendent of Schools from July 01, 2021, through June 30, 2022. The Superintendent recommends ratification. Fiscal impact: The Fresno Unified Early Learning Department will receive funding in the amount of \$100,000. Contact person: Lindsay Sanders, telephone 457-3750.

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. The Board recognizes that individuals may ask the Board to answer questions or respond to statements made during unscheduled oral communications and in accordance with Board Bylaw 9323, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.~~

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

B. CONFERENCE/DISCUSSION AGENDA

***6:30 P.M.**

B-15, PRESENT and DISCUSS the Fresno Unified School District Supplement to the Local Control and Accountability Plan and the Federal Addendum

Included in the Board Binders is a copy of the Fresno Unified School District Supplement to the Local Control and Accountability Plan (LCAP) and Federal Addendum. Staff will present and the Board of Education will discuss the Supplement to the LCAP and the Addendum. Fiscal impact: Funding for planned investments is available through the Local Control Funding Formula (LCFF) and various federal programs. Contact person: Santino Danisi, telephone 457-6226.

***6:50 P.M.**

B-16, PRESENT and DISCUSS the 2022/23 Strategic Budget Development

At the January 19, 2022 and February 02, 2022 Board of Education meetings, the 2022/23 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On February 16, 2022, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Santino Danisi, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-17, RECEIVE the Fresno Unified School District Second Quarterly Investment Report for Fiscal Year 2021/22

Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of December 31, 2021, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

C-18, RECEIVE the 2022 Ballot for the California School Boards Association Delegate Assembly

Included for Board Member consideration is ballot material for candidates seeking election to the California School Boards Association (CSBA) Delegate Assembly for Subregion 10-B, Fresno County. Ballot materials included with this agenda item consist of a memorandum from CSBA, a copy of the ballot, a list of Delegates in the region, and biological sketch forms for the candidates. The original signed ballot must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2022. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

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.

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BOARD/SUPERINTENDENT COMMUNICATION

D. ADJOURNMENT

NEXT REGULAR MEETING

WEDNESDAY, MARCH 02, 2022 BOARD WORKSHOP

WEDNESDAY, MARCH 09, 2022 REGULAR MEETING

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-1

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Personnel List

ITEM DESCRIPTION: Included in the Board binders is the Personnel List, Appendix A, as submitted.

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

PREPARED BY: Manjit Atwal,
Executive Director

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

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

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert M. Nelson

Fresno Unified School District

Date: February 16, 2022

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2021-2022.

ELECTIONS

Certificated Personnel

Haas	Emily	Specialist, Resource, Sp Ed	eLearn Academy	1/31/2022
Moua	Gianna	Teacher, Elementary, eLearn Academy	eLearn Academy	2/2/2022
Munoz	Kassandra	Teacher, Elementary, eLearn Academy	eLearn Academy	1/10/2022
Patch	Jessica	Teacher, Elementary, eLearn Academy	eLearn Academy	1/31/2022
Pimentel	Nelson	Teacher, Elementary, eLearn Academy	eLearn Academy	1/10/2022

Classified Personnel

Birch	Anthony	Assistant, Resrce Cnslg	Prevention And Intervention	1/31/2022
Cha	Christine	Paraprof, Mild/Moderate	Edison-Computech 7-8	2/1/2022
Cummings	Isaac	Assistant, Resrce Cnslg	Homan Elementary	1/24/2022
Dominguez De Cuevas	Maria	Nutrition Services Assistant	Food Services	1/26/2022
Fuentes	Lydia	Nutrition Services Assistant	Food Services	1/25/2022
Gonzalez Morales	Magdalena	Assistant, School Office	Lane Elementary	1/26/2022
Kaur	Sarbjit	Nutrition Services Assistant	Packaging Center	1/21/2022
Kaur	Sharanjit	Nutrition Services Assistant	Food Services	1/25/2022
Lopez	Joel	Paraprof, Alternative Educ	Phoenix Acad Elementary-Dclds	2/1/2022
Magana Cortez	Jose	Specialist, Tech Support I	Technology Services	1/25/2022
Muro	Laura	Specialist, Hum Res Data I	Human Resources	2/8/2022
Nampakdee	Kitiya	Paraprof, Child Development	Scandinavian Middle School	1/27/2022
Neupauer	Elizabeth	Nutrition Services Assistant	Food Services	2/1/2022
Perez	Kellie	Specialist, Chd Wel & Attnd II	Prevention And Intervention	2/14/2022
Ramos	Jesus	Assistant, Campus Safety	Wawona K-8 School	1/26/2022
Torres	Stephanie	Developer, Job II	Mclane High School	1/26/2022
Wallace	Orejimi	Assistant, Campus Safety	Phoenix Secondary	11/29/2021
Woodard	Aaliyah	Assistant, Campus Safety	Yosemite Middle School	1/26/2022
Yang	Tou	Custodian	Fresno High School	2/2/2022

Management Classified

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

Certificated Personnel

Barajas Sandoval	Francisco	Teacher, Middle Schol	Yosemite Middle School	6/17/2022
Baroni	Julie	Teacher, Deaf/Hard of Hear.SDC	Birney Elementary	6/30/2022
Benavides	Matthew	Teacher, Elementary	Ewing Elementary	6/11/2022
Bessey	Lance	Teacher, Elementary	Figarden Elementary	7/29/2022
Biasell	Christel	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/10/2022
Billingsley	Christine	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/10/2022
Branham	Daniel	Teacher, Senior High	Fresno High School	7/31/2022

Britt	Lisa	Teacher, Lrng Hndcp, Sdc	Ginsburg Elementary	6/14/2022
Brown	Desmond	Teacher, Elementary	Phoenix Acad Elementary-Dclds	8/18/2022
Budd	Kathleen	Teacher, Elementary	Yokomi Elementary	6/30/2022
Cardinale	Paulette	Teacher, Middle School	Tenaya Middle School	6/11/2022
Cisneros	Elizabeth	Teacher, Elementary	Williams Elementary	6/24/2022
Colburn	Andrew	Teacher, Elementary	Wilson Elementary	7/30/2022
Colindres	Cristina	Specialist, Resource, Sp Ed	Jackson Elementary	8/1/2022
Cowan	Marlys	Teacher, Elementary	Hamilton School	6/10/2022
Davis-Mason	Dorothy	Teacher, Middle School	Tenaya Middle School	6/10/2022
Downum	Vicki	Teacher, Middle School	Tenaya Middle School	6/10/2022
Droge	Elizabeth	Coach, Literacy	Sunnyside High School	6/10/2022
Emmerling	Lora	Teacher, Elementary	Wolters Elementary	7/1/2022
Esau	Lori	Teacher, Deaf/Hard of Hearing	Special Ed	6/10/2022
Falk	Brenda	Teacher, Elementary	Storey Elementary	6/10/2022
Flores-Alarcon	Blanca	Teacher, Lrng Hndcp, Sdc	Hoover High School	6/10/2022
Forbes	Jeannette	Teacher, Senior High	Sunnyside High School	6/11/2022
Franson	Kathryn	Teacher, Middle School	Tenaya Middle School	6/11/2022
Fraser	Shirley	Teacher, Music, Elementary	Music/Visual and Perform Arts	7/31/2022
Gallegos	Richard	Teacher, Elementary	Hidalgo Elementary	6/15/2022
Gilstrap-Hawkins	Rodney R.	Teacher, Lrng Hndcp, Sdc	Tehipite Middle School	6/10/2022
Golden Mason	Lynn M.	Teacher, Middle School	Cooper Middle School	6/10/2022
Gordon	Lawrence	Teacher, Elementary	Burroughs Elementary	6/11/2022
Gross	Judson	Teacher, Handicapped, Severely	Tehipite Middle School	2/7/2022-2/9/2022
Guadiana	Vicente	Teacher, Middle School	Sequoia Middle School	7/31/2022
Guimond	Cynthia	Teacher, Senior High	Sunnyside High School	7/1/2022
Halstead	Melanie	Teacher, Spec Assgn	Multi-Lingual/Multi-Cultural	7/31/2022
Haro	Martha	Teacher, Elementary	Addams Elementary	6/10/2022
Hodge	Carolyn	Teacher, Elementary	Birney Elementary	6/10/2022
Hogue	Darla	Teacher, Elementary	Roeding Elementary	6/10/2022
Holm	Scott	Teacher, Elementary	Norseman Elementary	6/10/2022
Hudson	Darrell	Teacher, Senior High	Sunnyside High School	6/10/2022
Janzen	Joel	Teacher, Senior High	Hoover High School	7/23/2022
Jeung	Daniel	Teacher, Middle School	Tenaya Middle School	6/11/2022
Jimenez	Cindy	Teacher, Library, Media	Scandinavian Middle School	6/16/2022
Johnson	Cietta	Tutor	Kratt Elementary	7/31/2022
Johnson	Kenneth	Teacher, Spec Assgn	Bullard Talent 7-8	7/31/2022
Jones	Joanne	Teacher, Elementary	Vinland Elementary School	6/10/2022
Killian	Michele	Teacher, Elementary	Aynsworth Elementary	6/10/2022
Kludas	Ronald	Teacher, Lrng Hndcp, Sdc	Mccardle Elementary	6/10/2022
Knuffke	Molly	Teacher, Autistic, Sdc	Kirk Elementary	6/15/2022
Koch	Kathryn	Teacher, Senior High	Roosevelt School Of The Arts	6/30/2022
Kong	Nina	Teacher, Elementary	Wolters Elementary	7/1/2022
Krikorian	Michael	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/30/2022
Lane	Vicki	Teacher, Spec Assgn	Burroughs Elementary	6/10/2022
Larios	Pamela	Nurse	Addams Elementary	6/10/2022
Leal	Michael	Teacher, Middle School	Hamilton School	7/1/2022
Lind	Nancy	Teacher, Elementary	Jackson Elementary	7/31/2022
Livesay	Virginia	Teacher, Elementary	Birney Elementary	6/10/2022
Lusk	Brittany D.	Teacher, Middle School	Tioga Middle School	6/10/2022

Manzano	Marialuisa	Teacher, Elementary	Kirk Elementary	1/21/2022
Medina	Eduardo	Teacher, Middle School	Wawona Middle School	6/15/2022
Mendez-Baker	Emma	Teacher, Senior High	Bullard High School	7/31/2022
Moats	Richard	Teacher, Senior High	Sunnyside High School	6/11/2022
Motoyasu	Maureen	Teacher, Middle School	Tenaya Middle School	6/12/2022
Mueller	Steven	Teacher, Senior High	Fresno High School	7/31/2022
Pachelbel	Cheryl	Teacher, Elementary	King Elementary	6/10/2022
Palomino	Gregory	Teacher, Elementary	Thomas Elementary	6/10/2022
Pape-Perez	Kathryn	Teacher, Elementary	Bullard Talent 7-8	6/11/2022
Patch	Jessica	Teacher, Elementary, eLearn Academy	eLearn Academy	1/28/2022
Patrick	Nancy	Teacher, Elementary	Ayer Elementary	6/30/2022
Pineda	Brent	Teacher, Elementary	Hidalgo Elementary	1/28/2022
Purgason	Carol	Nurse	Health Services	3/4/2022
Quinonez	Alex	Teacher, Lrng Hndcp, Sdc	Wilson Elementary	6/10/2022 6/20/2022
Readwright	Claudia	Coach, Literacy	Preschool Office	6/10/2022
Reid	Pamela	Coach, Literacy	Instructional Services	7/1/2022
Richards	Anne	Teacher, Handicapped, Severely	Powers Elementary	7/31/2022
Rinkenberger	Tammy	Teacher, Middle School	Cooper Middle School	6/10/2022
Rueda	Maryellen	Teacher, Elementary	Easterby Elementary	6/20/2022-6/24/2022
Saenz	Lena	Teacher, Elementary	Bullard Talent 7-8	7/31/2022
Scott	Kimberly	Teacher, Elementary	Bakman Elementary	6/10/2022
Sousa	Amy	Specialist, Resource, Sp Ed	Bakman Elementary	6/10/2022
Stout-Barrett	Yvonne	Teacher, Elementary	Figarden Elementary	6/10/2022
Theus Jr	Robert	Teacher, Senior High	Bullard High School	6/10/2022
Villarreal	Karina	Teacher, Spec Assgn	Multi-Lingual/Multi-Cultural	1/26/2022
Webster-Jones	Suzanne	Teacher, Elementary	Figarden Elementary	7/1/2022
Young	Jaclyn	Teacher, Lrng Hndcp, Sdc	Williams Elementary	6/30/2022
Young Jr	Scott	Teacher, Autistic, Sdc	Mclane High School	6/10/2022

Classified Personnel

Adams	Donna	Paraprof, Early Chldhd Mil/Mod	Holland Elementary	6/10/2022
Aguilera	Irma	Paraeducator, Community Based	Sunnyside High School	6/10/2022
Aragon	Mary	Paraprof, Moderate/Severe	Sunnyside High School	6/10/2022
Arevalo	Karen	Paraprof, Early Chldhd Mil/Mod	Kirk Elementary	2/11/2022
Arredondo	Rosalinda	Nurse, Vocational License	Health Services	4/18/2022
Arredondo	Mario	Custodian	Tioga Middle School	6/30/2022
Beniga	Benjamin	Custodian	Slater Elementary	2/15/2022
Berger	Sherrill	Technician, Libr Media-Elem	Kratt Elementary	6/10/2022
Decker	Carmen	Liaison, Home/School Spanish	Vinland Elementary School	2/9/2022
Forbes	Christopher	Paraprof, Moderate/Severe	Special Ed	3/1/2022
Ford	Holly	Accountant II	Payroll Department	6/30/2022
Her	Dee	Custodian	Independent Study	2/28/2022
Hutt	Ronald	Assistant, Campus Safety	Duncan Polytechnical	3/9/2022
Ibarra Herrera	Maria	Paraprof, Moderate/Severe	Figarden Elementary	1/31/2022
Jackson	Marcie	Lead, After Schl/Ext Day	Kirk Elementary	6/11/2022
Lancaster	Theresa	Technician, Libr Media-Elem	Leavenworth Elementary	6/24/2022
Lawrence	Stacy	Technician, Libr Media-Elem	Turner Elementary School	6/13/2022
Madrigal	Ruth	Assistant, School Office	Jefferson Elementary	2/18/2022
McGinnis	Sharon	Secretary, Executive To Supt	Business Services Admin	7/31/2022

Mcmaster	Stephanie	Paraprof, Mild/Moderate	Scandinavian Middle School	6/10/2022
Mell	Vicki	Paraprof, Early Chldhd Mil/Mod	Fremont Elementary	6/11/2022
Metcalf	Clora	Paraprof, Instructional Asst	Bullard Talent K-6	1/13/2022
Nekola	Veronica	Assistant, School Office	Rowell Elementary	1/25/2022
Olivas	Ricardo	Driver, Bus	Transportation	1/17/2022
Perry	Dwayne	Plant Coordinator II	Tioga Middle School	6/10/2022
Ruelas	Pearl	Nutrition Services Assistant	Food Services	1/2/2022
Silveira-Maine	Mary	Manager, School Office I	Holland Elementary	6/20/2022
Swatsenbarg	Giovana	Assistant, School Office	Fresno High School	7/31/2022
Valenzuela Jr	Manuel	Driver, Bus	Transportation	2/3/2022
Vang	Chia	Custodian	Figarden Elementary	3/31/2022
Vang	Xee	Assistant, Noontime	Heaton Elementary	2/15/2022
Villasenor	Teresita	Specialist, Primary Lang Instr	Special Ed	3/31/2022
Ward	Kaycee	Assistant, Attendance Records	Bullard High School	2/4/2022
Williams	Essence	Paraprof, Moderate/Severe	Greenberg Elementary	1/26/2022
Yang	Xengteng	Custodian	Greenberg Elementary	2/2/2022
Yturaldi	Elaine	Paraprof, Mild/Moderate	Turner Elementary School	6/10/2022

Management Classified

Armas	Janene	Manager II, General	Health Services	1/27/2022
Delatorre	Andrew	Executive Director	Benefits & Risk Management	6/30/2022
Kincade	Patricia	Manager II, General	Multi-Lingual/Multi-Cultural	6/24/2022
Robb	Aloma	Analyst II	Benefits & Risk Management	6/30/2022
Temple	Karin	Chief Operational Office	Operational Services	6/30/2022
Watters	Brittney	Manager I, Program	Comm Info	1/21/2022

Management Certificated

Chavez	Carrie	Clinical School Social Worker	Prevention And Intervention	2/10/2022
Jones	Mike	Principal III, Spec Assign	7/8 Middle School	8/1/2022
Mecum	Patricia	Officer, Chief Academic	Chief Academic Office	8/30/2022

LEAVE REQUEST

Classified Personnel

Alcantara-Mercado	Nicolas	Specialist, Primary Lang Instr	Parent Involvement Office	1/18/2022
Castaneda	Sara	Assistant, Resrce Cnslg	Mccardle Elementary	4/2/2022
Chavez	Viviana	Paraprof, Child Development Bilingual	Sunset Elementary	2/1/2022
Rendon	Angela	Paraprof, Moderate/Severe	Powers Elementary	2/2/2022
Rivera	Vanesa	Specialist, Chd Wel & Attnd II	Prevention And Intervention	4/22/2022
Soto	Nicole	Paraprof, Mild/Moderate	Mclane High School	2/15/2022

R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

Williams	Christine	Teacher, Middle School	Baird	1/21/2022
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Classified Personnel

Cortez	Stephen	Glazier	Maintenance And Operations	12/15/2021
Gonzalez	Kathy	Nutrition Services Assistant	Food Services	2/2/2022

PROMOTIONS

Classified Personnel

Arredondo	Tommy	Plant Coordinator I	Yokomi Elementary	2/8/2022
Avina Jr	Fernando	Plant Coordinator I	Hidalgo Elementary	2/14/2022

Esteban Tolentino	Eusebia	Nutrition Services Assistant	Food Services	1/24/2022
Garcia	Joshua	Paraeducator, Community Based	Adult Transition Prog Fairmont	2/2/2022
Jacobo	Alicia	Nutrition Services Assistant	Food Services	1/24/2022
Lunademora	Guadalupe	Manager, School Office I	Anthony Elementary	2/8/2022
Martin	Ernest	Lead, Equipment Operator II	Maintenance And Operations	9/2/2020
Martinez	Irene	Manager, School Office I	Greenberg Elementary	2/2/2022
Moore	Shenayah	Nutrition Services Operator	Food Services	1/10/2022
Valencia	Yolanda	Specialist, Chd Wel & Attnd II	Prevention And Intervention	1/24/2022
Veloz	Alondra	Paraeducator, Autism	Greenberg Elementary	1/25/2022

Management Certificated

Beasley	Kejhiana	Counselor, School	Edison High School	2/8/2022
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PROBATIONARY RELEASE

Classified Personnel

Martinez	Nathan	Assistant, Noontime	Kratt Elementary	1/31/2022
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Minutes from Prior Meetings

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the January 12 and January 19, 2022 Regular Board Meetings.

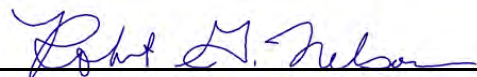
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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
January 12, 2022

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

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on January 12, 2021, there were present Board Members Cazares, Islas, Davis, Major Slatik, and Board President Jonasson Rosas. Board Member Thomas was absent. Superintendent Dr. Nelson was also present. The Trustee Area 5 seat is vacant.

Board President Jonasson Rosas CONVENED the Regular Board Meeting at 4:45 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

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

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

Reporting Out of Closed Session

- On a motion by Board Member Davis, seconded by Board Member Major Slatik, the Board took action in Closed Session on a Workers' Compensation settlement for Alfred Hernandez, Case No. WC20-0128-4692, by a vote of 5-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatik, and Board President Jonasson Rosas. ABSENT: Board Member Thomas. The Trustee Area 5 seat is vacant.

PLEDGE OF ALLEGIANCE

Chief of Staff David Chavez led the flag salute.

HEAR Report from Superintendent

- Wished everyone a Happy New Year and welcomed everyone to our second semester. Yesterday students returned to campuses and many administrators were out across campuses to support and welcome students. Even though the district had many staff members out ill, the district teams were prepared, and all classrooms were covered. I want to share my gratitude to all teachers, administrators, classified staff, and substitute – the entire Fresno Unified Family for making yesterday a great return from winter break.

HEAR Report from Superintendent - continued

- Recognized January as National Mentoring Month. Every January, the Mentoring Office in the Fresno Unified Department of Prevention and Intervention joins with others across the nation in celebration of National Mentoring Month. The goal is to amplify, promote, and raise awareness about the power of relationships through mentoring. This month, the Mentoring Office will be sharing positive videos and stories, highlighting our innovative programs, recruiting mentors, and providing resources and mentor engagement strategies.
- Thanked our Board of Education for considering the adoption of the recommended Inclusion Resolution (item A-3). This resolution is a bold statement that this Board of Education and I value to prioritize inclusive practices. It shows that we are committed to seeing students with education services as first and foremost, general education students. I recognize how impactful language is and Person First Language is a part of this resolution, ensuring that our district will identify people without stating a category as though it is their identity. This resolution sets in stone one of the district's top priorities, ensuring that all students with specialized services have substantive daily interaction with their fellow students of all abilities.
- Congratulated Trustee Valerie Davis on her upcoming recognition through the Fresno MLK Jr. Unity Committee. Trustee Davis will be awarded the MLK Education Award by the committee this Friday, January 14 at City Hall.
- Congratulated Sequoia Middle School for being named a California School to Watch. Sequoia was recognized in part for improving academic outcomes, its performing arts program, an award winning CTE technology pathway, a Junior Doctors Academy, a strong campus climate and culture, and a rich co-curricular program.
- Shared this week starts our LCAP engagement process with regional in-person and virtual town halls. This week roundtables begin with Bullard High School tomorrow, January 13 at 5:30 p.m. in the cafeteria. All students, staff, parents, and community members are invited to the Community Roundtable Explorations to help our district improve education. Dinner, childcare, and translation will be provided, and all participants will receive free Fresno Chafee Zoo tickets for an adult, a child, and a giraffe feeding. To find more information on the in-person and virtual town halls head to our website at www.fresnounified.org.
- Shared a final reminder that The Fresno Compact is accepting nominations for business-education partnerships through Friday, January 14, 2022. Districts are invited to nominate business partners who have played a significant role in educational activities and program. The online application is now available.
- Shared a great video created by Fresno Unified GSA students focused on safe spaces and top ways our staff can be strong allies for our LGBTQ+ students. I challenge staff to take action on the tips shared by Fresno Unified students and to reach out to the Department of Prevention and Intervention for your own safe space poster.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

1. Andrew Fabela: A-1, Employee dismissal.
2. Andrew Fabela: A-3, Classroom inclusiveness.

On a motion by Board Clerk Islas, seconded by Board Member Cazares, the Consent Agenda, with the exception of Agenda Items A-6 and A-12, which were pulled for further discussion, was approved by a roll call vote of 5-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, and President Jonasson Rosas. ABSENT: Board Member Thomas. 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.

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

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

A-3, ADOPT Resolution in Endorsing Inclusive Education Practices for Every Student in Fresno Unified School District

ADOPTED as recommended, this resolution endorses inclusive school hallmark practices for every student in Fresno Unified School District.

A-4, APPROVE Minutes from Prior Meetings

APPROVED as recommended, draft minutes for the November 03, and November 17, 2021, Regular Board Meetings.

A-5, APPROVE Agreement with Camp Oakhurst

APPROVED as recommended, an agreement with Camp Oakhurst Outdoor School who provides sixth-grade students with the opportunity to gain hands-on science instruction, while building positive relationships with their peers, teachers, and adults.

A. CONSENT AGENDA- continued

A-6, APPROVE Agreement with Professor & Lawyer Mark T. Harris

APPROVED as recommended, an agreement with Professor and Lawyer Mark T. Harris for the purpose of providing Social Justice Lecture Series sessions for district staff.

For the record, Board Members had comments/questions pertaining to Agenda Item A-6. A summary is as follows: Requested clarity on who would be ensuring these sessions are conducted in a safe and considerate manner. Lisa Nichols, Bryan Wells, Kim Mecum, and Superintendent Dr. Nelson were available to provide clarity.

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

A-7, APPROVE Agreement with Dr. Hueling Lee

APPROVED as recommended, an agreement with Dr. Hueling Lee to assist with the implementation of the criteria for the Seal of Civic Engagement.

A-8, APPROVE Agreement for External Audit Services

APPROVED as recommended, a renewal of the external auditing services agreement with Crowe LLP was approved for 2021/22 through 2025/26.

A-9, APPROVE Addendum to Service Agreement with Deaf and Hard of Hearing Service Center

APPROVED as recommended, an addendum with the Deaf and Hard of Hearing Service Center (DHHSC) in the amount of \$513,000.

A-10, APPROVE 2021/22 Fresno Unified Career Technical Education Advisory Committee Member List

APPROVED as recommended, a career technical education advisory committee to develop recommendations on the program and to provide liaison between the district and potential employer (EC 8070).

A-11, RATIFY Agreement with Education Behavior Consultants

RATIFIED as recommended, an agreement with Education Behavior Consultants for six Registered Behavior Technicians (RBT) to provide direct support to elementary students identified as needing intensive Tier III behavior support.

A. CONSENT AGENDA- continued

A-12, Ratify Change Orders

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

- Bid 20-49, Juan Felipe Herrera Elementary School, Change Order 5 presented for ratification \$299,339
- Bid 21-34, Ventura and 10th Business Campus Site and Tenant Improvements, Buildings C and D South Campus site, Change Order 3 presented for ratification (credit) \$-946,603
Tenant Improvements, Change Order 3 presented for ratification \$667,427

For the record, Board Members had comments/questions pertaining to Agenda Item A-12. A summary is as follows: Requested clarity on change order number 3 at the Farber Campus. Requested clarity on the reason for change order and the staff's plan for addressing the change. Chief Operations Officer Karin Temple was available to provide clarity.

For the record, Board Member Cazares motioned to approve Agenda Item A-12, seconded by Board Member Davis.

Before the vote took place, Board Members continued with comments/questions pertaining to Agenda Item A-12. A summary is as follows: Requested information on when departments will move to the campus. Requested clarity on the use of the name Ventura and 10th, if it is referring to the Farber Center. Chief Operations Officer Karin Temple was available to provide clarity.

On a motion by Board Member Cazares, seconded by Board Member Davis, Agenda Item A-12 was approved by a vote of 5-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, and President Jonasson Rosas. ABSENT: Board Member Thomas. The Trustee Area 5 seat is vacant.

A-13, RATIFY the Filing of Notices of Completion

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

- Bid 20-36 Section A, Hoover High School Shade Structure and Site Improvements
- Bid 20-36 Section B, Sunnyside High School Shade Structure and Site Improvements
- Bid 21-04, McLane High School New CTE Digital Media Arts Lab and ROTC Classroom

A. CONSENT AGENDA- continued

- Bid 21-05, Hoover High School CTE Digital Media Arts Classroom Improvements
- Bid 21-47 Section A, Burroughs Elementary School Energy Management System Replacement

A-14, RATIFY Purchase Orders from October 01, 2021 through October 31, 2021
RATIFIED as recommended, information on purchase orders issued from October 01, 2021 through October 31, 2021.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

1. Nancy Lind: Jackson elementary school lunch.
2. Erin Schuurman: Governor's mandate.
3. Terry Davis: Fresno High Aquatics.
4. Ruth Austin: Fresno High Aquatics.
5. Allison Burkle: Fresno High Aquatics.
6. Angelana Avila: Opposition to vaccines.
7. Maria Salazar: Fresno High Aquatics.
8. Olivia Olmos: Fresno High Aquatics.
9. Nate Olmos: Fresno High Aquatics.
10. Mercedes Ruiz Not present.
11. Steve Guardia: Fresno High Aquatics.
12. Andrew Fabela: Fresno High Aquatics.

B. CONFERENCE/DISCUSSION AGENDA

B-15, HOLD Public Hearing Regarding the Redistricting of Trustee Areas within Fresno Unified and ADOPT Proposed Trustee Area Map

Board President Jonasson Rosas OPENED the Public Hearing.

OPPORTUNITY for Public Comment on Agenda Item B-15

For the record, the Board received five requests to address the Board on Agenda Item B-15. The individual's name along with a summary of topic are as follows:

1. Andrew Fabela: Supports Angeles de la Vivienda Map.
2. Imelda Cruz: Supports Angeles de la Vivienda Map.

B. CONFERENCE/DISCUSSION AGENDA - continued

3. Clara Serrato: Supports Angeles de la Vivienda Map.
4. Pedro Navarro Cruz: Supports Angeles de la Vivienda Map.
5. Hashid Kasama: Supports Angeles de la Vivienda Map.

For the Record Board Members had comments/questions pertaining to Agenda Item B-15. A summary is as follows: Requested clarity for definitions on the presentation about pairs of Trustees and no pairs of Trustees. Acknowledged the community coming out and showing their support and interest. Mr. Skinnell was available to provide clarity.

For the record Board Clerk Islas motioned to approve Agenda Item B-15 Map Angeles de la Vivienda.

For the record, before a second was received, Board Members continued with comments/questions pertaining to Agenda Item B-15. A summary is as follows: Commented the Angeles de la Vivienda map creates cleaner boundaries and aligns better with feeder and voter areas.

For the record, Board President Jonasson Rosas seconded the motion to approve Agenda Item B-15 Map Angeles de la Vivienda.

Before the vote took place, Board Members continued with comments/questions pertaining to Agenda Item B-15. A summary is as follows: Acknowledged the parents of Area 6 for coming out to support the district and community. Showed support of map Angeles de la Vivienda, hesitant about map of District 3 with its drastic changes but still supportive. Showed support of map Angeles de la Vivienda and how clean it looks. Commented the Angeles de la Vivienda map will better help families that are without a method of transportation to look at this map and find bus lines without confusion. Thanked team for going over data, researching what was best for the community, and drafting the new maps. Showed support of map Angeles de la Vivienda. Praised the cleaner looking map. Expressed gratitude that it will be easier to explain district boundaries. Thanked Mr. Pedro Navarro Cruz from the community in helping to create a better map. Commented we have many resources and our community pulled together to help the district draft a new map. Requested clarity on Area 3 being brought up to Shaw near Clovis. Mr. Skinnell and Superintendent Dr. Nelson were available to provide clarity.

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

Board President Jonasson Rosas CLOSED the Public Hearing.

B. CONFERENCE/DISCUSSION AGENDA - continued

B-16, PRESENT and DISCUSS 2020/21 Bond Annual Report

OPPORTUNITY for Public Comment on Agenda Item B-16

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

C. RECEIVE INFORMATION & REPORTS

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

C-17, RECEIVE Proposed Academic Calendars for 2022/23 and 2023/24

C-18, RECEIVE 2020/21 School Facility Fee Public Information Report

BOARD/SUPERINTENDENT COMMUNICATION

Member Major Slatic: Requested clarity and a board communication regarding weekly COVID testing at school sites. Requested the Board to consider campus safety and at next board meeting, with a roll call vote, agenized re-funding of School Neighborhood Resource Officers on middle school campuses.

Board Clerk Islas: Requested to have information provided in the board script outlining the process of Unscheduled Oral Communications. Requested a board communication be provided regarding the Fresno High School Aquatics program issue. Agreed with Trustee Major Static's earlier comment, no one can learn in an antagonistic environment. Expressed the need to create an opportunity to have uncomfortable conversations to dismantle racism, oppression, and things that continue to subjugate people in classes within our community. The cultural proficiency trainings could have been handled better. Yet, to reject having cultural proficiency conversations is not beneficial. Cautioned Major Slatic to be more sensitive about how he addresses individuals. Referring to people's melanin can be a sensitive topic and is not a way to refer to individuals. Stated individuals should be honored for their culture and ethnicity. Mentioned the district is not mandating vaccines but giving the community an option; parents have full consent. Shared a few COVID statistics. Commented everyone should have a choice. Clarified for the record, the district is not mandating or demanding COVID vaccinations. It is erroneous to say the district is forcing anyone.

Member Davis: Requested staff to connect with the Chief of Police regarding Student Neighborhood Resource Officers. Agreed with Clerk Islas' request pertaining to Unscheduled Oral Communications. Shared information regarding the first LCAP meeting at Bullard High School and expressed appreciation for the district's partnership with the Fresno Chafee Zoo. Requested clarity as to meeting format.

BOARD/SUPERINTENDENT COMMUNICATION - continued

Member Cazares: Explained personnel issues are not open for public discussion by the Board and shared the Fresno High School aquatics concern is a personnel issue. Assured the community the Board is looking into the concern. Commented the Board will continue to follow up with Superintendent Dr. Nelson to ensure students know they are being heard. Commented on negative feedback she received when the district ran out of COVID tests. Stated the COVID tests were meant for students, not parents, teachers, or staff. Stated it would behoove the district to explain why tests were provided as they were. Requested Superintendent Dr. Nelson to follow up with staff in addressing these issues. Commented she has received concerns from staff regarding the lack of availability of personal protection equipment (PPE). Ensured staff and the community the district has an adequate amount of PPE. Shared information on how to request PPE and mentioned the district ordered KN95 masks and how to have them delivered to the school site. Shared information regarding an opportunity for students to become pilots. Commented on the opportunity of SNRO's returning to campuses, and agreed it is a worthwhile discussion. Commented if it should be a conversation to hold at a board workshop. Commented on feedback received when meeting with staff, administration, and counselors at Hoover on how to combine department resources to utilize now to address issues of violence.

Board President Jonasson Rosas: Concurred with colleagues regarding PPE, COVID tests, and the Fresno High aquatics situation. Requested staff to make it abundantly clear the Board is not ignoring the community. Thanked staff for the January 07, 2022 Board Communication, T1-Eliminating Paper Processes; requested the Board be provided information on more ways to go digital. Commented on request she received regarding the Fresno Adult Schools lease with Manchester Center and requested staff provide information regarding the alternative site.

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the meeting at 8:19 p.m.



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
January 19, 2022

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

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on January 19, 2022, there were present Board Members Cazares, Davis, Islas, Major Slatik, and Board President Jonasson Rosas. Board Member Thomas was absent. Superintendent Dr. Nelson was also present. The Trustee Area 5 seat is vacant.

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

OPPORTUNITY for Public Comment on Closed Session Items

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

Board President Jonasson Rosas RECONVENED the meeting to Open Session at 5:19 p.m.

Reporting Out of Closed Session

- No items to report out of Closed Session.

PLEDGE OF ALLEGIANCE

Ms. Karin Temple led the flag salute.

HEAR Report from Superintendent

- Thanked school site teams for their amazing work returning our students to campuses for the second semester. Shared his pride in our teams for their preparation and collaboration to ensure that our schools and classrooms continue to come first. Reminded staff and students to help by staying home when they are feeling ill. Recognized the rollout of additional PPE and testing availability across the district this week.
- Shared his gratitude to our IT department for a large student computer refresh that is currently underway for our students. 60,000 student laptops will be replaced by the end of the 2022/23 school year, 50,000 of which will be funded through the Emergency Connectivity Fund. The Emergency Connectivity Fund was established in mid-2021 by the FCC, with Congress appropriating \$7 billion to meet the remote learning needs of students who would otherwise lack access to devices and connectivity.

HEAR Report from Superintendent - continued

- Reminded families of ongoing services available through our FLATS center. FLATS, or our Family Learning Technology and Support team, have still been going strong supporting our students and families with any of their technology troubles. The FLATS walk up centers are at Homan Elementary, Burroughs Elementary, and Tioga Middle School seeing over 100 people per day – no appointments necessary. You can also call the FLATS team at 457-3939 for support, where the team receives an average of more than 300 calls per day. Support is available in English, Spanish, and Hmong.
- Shared his gratitude to our Human Resources and Teacher Development Departments for their ongoing work to increase our pool of qualified substitutes as we continue to face staffing challenges brought on by this wave of the pandemic. Just this week they have completed onboarding for 46 substitutes to hit our campuses and help support our teams. Thank you to our teams for their ongoing work and welcome to all our new substitutes who have joined this year!
- Encouraged all to save the date! Gaston Middle School and Edison High School Black Student Union (BSU), in partnership with the Fresno Unified Student Engagement Department, will proudly present the eighth annual Edison Region Black History Month VIRTUAL Program on Tuesday, February 01, 2022. The evening's virtual show will be livestreamed at 6:00 p.m. for students, parents, district leaders, and community partners. This year's collaboration includes King and Kirk Elementary Schools, Gaston and Computech Middle Schools and Edison High School students, community partners, and Purposed II Praise School of Dance.
- Invited our students, staff, families, and community members to join our Community Roundtables continuing over the next month. These roundtables will inform our Local Control Accountability Plan and our budget investments. The district needs to hear your feedback on what is most important to you for the district to invest in to improve education. Tomorrow night at Fort Miller Middle School all are welcome to join us in-person for the Fresno High Region roundtable at 5:30 p.m. in the cafeteria. Folks can also join on Tuesday the 25th at Roosevelt High School in the cafeteria. Dinner, childcare, and translation services will be provided, and all participants will receive an adult and child's ticket to the Fresno Chaffee Zoo and a giraffe feeding ticket.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

On a motion by Board Member Major Slatic, seconded by Board Clerk Islas, the Consent Agenda, with the exception of Agenda Items A-6 and A-8, which were pulled for further discussion, was approved by a roll call vote of 5-0-0-1, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, and President Jonasson Rosas. ABSENT: Board Member Thomas. 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.

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

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

A-3, APPROVE Minutes from prior Meetings

APPROVED as recommended, draft minutes for the December 08, and December 15, 2021, Regular Board Meetings.

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

ADOPTED as recommended, resolutions 21-18 through 21-32 to update authorized officials to sign various business transactions on behalf of Fresno Unified School District.

A-5, APPROVE Budget Revision No. 3 for Fiscal Year 2021/22

APPROVED as recommended, budget revision No. 3 for fiscal year 2021/22.

A-6, APPROVE Addition of Chief Human Resources and Labor Relations to Classified Management 261 Duty Day Salary Schedule

APPROVED as recommended, revision to the Classified Management 261 Duty Day Salary Schedule adding the position of Chief Human Resources and Labor Relations.

For the record, Superintendent Dr. Nelson read the following statement:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on the compensation for the person serving as the Chief Human Resources and Labor Relations. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the District is providing the following oral summary of the salary and fringe benefits for David Chavez as Chief Human Resources and Labor Relations at E33, step 5, on the Classified Management 261 Duty Day Salary Schedule as follows:

A. CONSENT AGENDA- continued

- Effective January 1, 2022, annual salary of \$215,580.57, which includes a 5.25% career increment consistent with the career increment applicable to all management employees in the District.
- Paid medical, dental and vision insurance coverage on same terms as other management employees.
- Paid vacation at 20 days per year.

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

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

A-7, APPROVE Position and ADOPT Job Description for Chief, Operations and Classified Labor Officer and Classified Management 261 Daily Salary Schedule Competitive Negotiable

APPROVED and ADOPTED as recommended, description for the Chief, Operations and Classified Labor Officer and Classified Management 261 Daily Salary Schedule Competitive and Negotiable.

A-8, APPROVE Employment Agreement for Paul Idsvoog, Chief Operations and Classified Labor Management Officer

APPROVED as recommended, an Oral Report on the Chief, Operations and Classified Labor Officer's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3).

For the record, Superintendent Dr. Nelson read the following statement:

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking final action on an employment agreement for a local agency executive such as the Chief Operations and Labor Management Officer. The oral report must summarize any recommended compensation including salary and/or fringe benefits.

Consistent with this requirement, the District is providing the following oral summary of the salary and fringe benefits as set forth in the proposed Employment Agreement between the Fresno Unified School District and Paul Idsvoog as Chief Operations and Labor Management Officer:

- Contract Term effective January 1, 2022 through June 30, 2025.

A. CONSENT AGENDA- continued

- Annual salary of \$232,398.78, which includes a 3% career increment consistent with the career increment applicable to all management employees in the District.
- Paid medical, dental and vision insurance coverage on same terms as other management employees.
- Increase additional annual retirement payment from \$18,000 per year to the maximum annual employee elective deferral which is \$20,500 for 2022
- Auto/Travel Allowance of \$500 per month.
- Paid vacation at 20 days per year.
- Professional dues to ACSA and CASBO.

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

On a motion by Board Member Davis, seconded by Board Member Cazares, Agenda Item A-8 was approved by a vote of 5-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, and President Jonasson Rosas. ABSENT: Board Member Thomas. The Trustee Area 5 seat is vacant.

A-9, APPROVE Retiree Contract with Ralph Meza to Provide Extra Support to the Transportation Department

APPROVED as recommended, a contract with Ralph Meza.

A-10, APPROVE Renewal Agreement with ThoughtExchange

APPROVED as recommended, a renewal agreement with ThoughtExchange for an interactive crowdsourcing platform for the period of February 01, 2022 through June 30, 2023.

A-11, APPROVE Award of Bid 22-13, Hoover High School Gym, Locker Room, and Music Building HVAC Equipment Replacement

APPROVED as recommended, information on Bid 22-13, to replace the existing heating and cooling system in the west gym, locker rooms, weight room, wrestling room, and music building at Hoover High School.

A-12, APPROVE Award of Bid 22-22, Multipurpose Room Audio/Visual System Upgrades at Various School Sites – Group B

APPROVED as recommended, information on Bid 22-22, for upgraded audio/visual (A/V) systems in the multipurpose rooms (cafeterias) at Balderas, Greenberg, Lawless, and Williams Elementary Schools, and Scandinavian Middle School.

A. CONSENT AGENDA- continued

A-13, APPROVE the 2022 List of Board Member Committees and Organizations

APPROVED as recommended, list of committees and organizations to which Board Members are appointed each year.

A-14, RATIFY Change Orders

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

Bid 21-28 Sunnyside High School Boiler Replacement
Change Order 1 presented for ratification \$27,109

Bid 21-32 Hamilton and Wawona K-8 Schools Safety and Security Camera Improvements Change Order1 presented for ratification (add days only)\$0

Bid 21-47 Sections B and C, Eaton and Rowell Elementary Schools
Energy Management System Replacement

Change Order 2 (Eaton) presented for ratification \$4,630
Chang Order 1 (Rowell) presented for ratification \$4,630

A-15, RATIFY the Filing of Notices Of Completion

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

Bid 21-25, Hoover High School Career Technical Education (CTE)
Building and Construction Trades, Classroom Shop Improvements

Bid 21-32, Hamilton and Wawona K-8 Schools Safety and Security Camera Improvements

Bid 21-47, Section B, Eaton Elementary School Energy Management
System Replacement

Bid 21-47 Section C, Rowell Elementary School Energy Management
System Replacement

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

1. Cindy Harris: Mask mandate.
2. Angelane Ahla: Opposition to vaccinations.
3. Cindy Fukuyama: Opposition to vaccinations.
4. Erin Schuurman: Opposition to vaccinations.

B. CONFERENCE/DISCUSSION AGENDA

B-16, PRESENT and DISCUSS Overview of Governor's 2022/23 Proposed State Budget

OPPORTUNITY for Public Comment on Agenda Item B-16

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

For the record, Board members has comments/questions pertaining to Agenda Item B-16. A summary is as follows: Requested clarity as to how the number trends presented on Slide No. 7 will be impacted if a recession occurs in 2024/25. Requested clarity as to what percentage rates these numbers will acquire after 2024/25. Requested clarity as to receiving one-time resources that could be aimed at talent development programs at high schools and middle schools without pathway programs; this would help ensure availability of those types of classes so students would not have to leave neighborhood schools to participate in pathway programs. Requested clarity on educator workforce, one-time resources, specifically in the area of teacher development; could resources be used to develop a teacher pathway program in middle and high school which would help the district develop their own workforce to fill vacancies. Requested clarity as to if the \$1.3 billion one-time resources to support new construction and modernization projects is tied to CTE buildings. Provided follow up comment to information presented on Slide No. 8 regarding School Services advocating and providing new information on negotiations for funding based on average daily enrollment and attendance; shared Board Members can help by following up with Legislative Leaders and Assembly Members. Requested clarity as what the staffing ratio will look like with a recession and declining enrollment. Requested clarity as to how much could the district absorb through attrition. Requested to have attrition information added to subsequent Board Communications or presentations. Recommended for the budget presentation cycle that departments with the least probability of change go later in the presentation cycle since the budget numbers are subject to change; this will help to avoid reviewing presentation too early and changes being made after the budget is adopted. Chief Financial Officer Santino Danisi and Superintendent Dr. Nelson were available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

There were no items received for this section of the agenda.

BOARD/SUPERINTENDENT COMMUNICATION

Board Clerk Islas Recognized Ewing teachers for using their break time to paint the school restrooms with affirming and positive messages in both the English and Spanish language. Recognized that students in the McLane High School Dual

Immersion Program received a collective 3.18 GPA; many of these students are taking AP courses in Spanish. Shared McLane is the only high school offering a Chicano Studies class in Spanish. Kudos to McLane as they are making an extra effort this year to ensure all dual immersion students are UC eligible. Commented as a person working in public health during the day it is hard to hear misinformation being communicated in a public format. Responded to the question about why the district continues to offer vaccinations. Shared that Fresno County in the past week has grown from approximately 125 cases per 100,000 population to 175 cases per 100,000 population, Fresno County has reached 2,426 deaths, an unvaccinated person is eight times more likely to be hospitalized and twenty-one times more likely to die of the virus. Explained this is part of the reason why we need to continue to offer vaccinations. Mentioned, in California 6.8 million lab confirmed COVID cases have been documented, 750,000 of those in the past week. 77,306 deaths of fellow Californians have occurred as a result to COVID. Commented on the importance of vaccinations, testing, and prevention. Commented the district is not mandating vaccinations but offering them to the community. Stated she believes in science and not anti-vaxxers.

Member Davis: Recognized the Student Advisory Board at Hoover High School, for leading a great zoom meeting. Commended the students who helped with the MLK Day of Service. Invited Superintendent Dr. Nelson and district staff to the Diversity Rally and Dance at Sunnyside High School, mentioned diversity is a strength in the Sunnyside region, the students and community are proud of where they come from. It is a wonderful experience, and all are encouraged to attend.

Member Major Slatik: Commented on parent concerns he has received regarding their children being vaccine shamed by fellow students and teachers. Commented parents asked him to speak to their children because they knew of his background in laboratory medicine and biotechnology. Requested the Superintendent to provide a Board Communication on what the district has in a file as the scientific definition for the following: randomized, double blinded, and controlled studies on COVID related illness which are peer reviewed and published. Commented on an incident which occurred at Bullard High School on December 15 and 16, in which an adult posed as a student and trespassed on to the campus and into a P.E. class wherein the adult assaulted and battered a student. Commented the constituents in his community are asking if this resulted in a citation/arrest. Requested the Superintendent to place on a February board agenda an item addressing the fencing at Bullard High School. Requested a board communication be provided which addresses the possible increase to the daily rate for substitutes with math and science credentials. Referenced a Board Communication dated January 14, 2022, which stated between August 02 and December 17, 2021 only 10 substitute teachers with a math or science credential were available to cover for 367 math and science teachers who were absent, this is .279 of a percent. Commented it is a matter of doing something so substitutes with appropriate credentials are in our classrooms if a teacher is absent.

Member Cazares Thanked students for the wonderful job they did conducting the Hoover High School Student Advisory Board meeting. Thanked students for their leadership on and off campus and always graciously welcoming the Trustees. Thanked Trustee Davis and Thomas for attending virtually. Mentioned student advisory board members would love to see district leaders at their meetings to hear from them directly. Hopeful to get back soon to in-person meetings. Agreed on the need for properly credentialed math and science substitutes. Requested clarity as to how the district will support student athletes and athletic directors with the cancellation of the Central Section Championships for Boys Basketball sponsored by the County Office of the Superintendent of Schools; requested the district to message in a timely manner if something else will be put in its place.

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the meeting at 6:25 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

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 Agreements with Black Students of California United for Middle and High School Student Conferences

ITEM DESCRIPTION: Included in the Board binders are two agreements with Black Students of California United for the purpose of providing a one-day leadership conference for African American middle school students and a three-day conference for high school students. The goal of the conference will be to focus on developing African American students through leadership training and workshops. Workshops include civic engagement experiences, presentation skills, and physical/mental health maintenance habits. In addition, student attendees will have the opportunity to tour Sacramento State University. This contract will support sending approximately 30 students per middle school site and approximately 12 students per high school site.

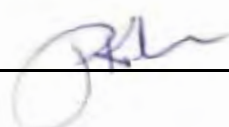
FINANCIAL SUMMARY: Sufficient funds in the amount of \$66,000 are available in the Student Engagement budget.

PREPARED BY: Lisa Nichols,
Vice Principal on Special Assignment

DIVISION: Instructional Division
PHONE NUMBER: 457-3731

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Black Students of California United

P.O. Box 28175, Fresno, CA 93729

Vendor Name

Address

916-794-2728

Nicole Cochran

PhoneNumber

Vendor Contact

From: March 1, 2022

Through: June 1, 2022

Term (Duration)

FUSD Contract Administrator:

Bryan Wells & Lisa Nichols

Student Engagement

559-708-2628

Name

Site/ Dept

Telephone number

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

030-0179-0725-1110-5899

Annual Cost \$ 40,000.00

(Estimated Amount)



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

Yes ☒

No ☐

Scope of Work Summary:

A leadership conference for African American High School Students. The goal of the conference will be to focus on developing African American students through leadership training and workshops, civic engagement experiences, presentation skills, physical and mental health maintenance habits.

Date Item is to appear on Board of Education Agenda: 02/16/2022 **Agenda Item #** (Contract of \$15,000.00 more)

Reviewed & approved by Cabinet Level Officer:

Bryan D. Wells

1-20-2022

Signed

Kim Mecum 1/27/22

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Andrew D. Davis

1/21/2022

Date

Please return signed contract to:

Leticia deSantiago

Student Engagement, G2

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0179-0725-1110-5899

District Contact Person: Lisa Nichols

Budget Manager Approval: *Bryan D. Wells*

Contractor's Vendor Name: Black Students of California United

Contractor's Contact Person: Nicole Cochran

Contractor's Title: Executive Director

Contractor's Telephone Number: 916-794-2728

Contractor's E-mail: nicole@blackstudentscu.us


Contractor's Address: P.O. Box 28175, Fresno, CA 93729

Contractor's Taxpayer ID# or SSN#: 81-5459940

This Independent Contractor Services Agreement is made and entered into effective 03/01/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

A leadership conference for African American High School Students. The goal of the conference will be to focus on developing African American students through leadership training and workshops, civic engagement experiences, presentation skills, physical and mental health maintenance habits. High School Black Student Union Advisors can take up to 12 students if they choose to attend the conference.

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 03/01/22 , and shall terminate on 06/01/22 . 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 \$ 270.00 per Studen . Not to exceed \$ 40,000.00 . Checks will be made payable to Black Students of California United . 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 JLL
- 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): \$ 40,000.00
- 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.bpcpas.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 JLL District's initials BW 
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 District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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

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

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

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

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 JCC

District's initials BW

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: Black Students of California United

Name: Nicole Cochran

Address:

P.O. Box 28175, Fresno, CA 93729

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 so 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

Black Students of California United

Name: Nicole Cochran, Title: Executive Director

1/19/2022

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

Date

1/21/2022



Fresno Unified School District Contract Routing Form

Black Students of California United

P.O. Box 28175, Fresno, CA 93729

Vendor Name

Address

916-794-2728

Nicole Cochran

Phone Number

Vendor Contact

From: March 1, 2022

Through: June 1, 2022

Term (Duration)

FUSD Contract Administrator:

Bryan Wells & Lisa Nichols

Student Engagement

559-708-2628

Name

Site/ Dept

Telephone number

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

030-0179-0725-1110-5899

Annual Cost \$ 26,000.00

(Estimated Amount)



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

Yes ☒

No ☐

Scope of Work Summary:

A one-day leadership conference for African American Middle School Students. The goal of the conference will be to focus on developing African American students through leadership training and workshops, civic engagement experiences, presentation skills, physical and mental health maintenance habits. Students will have the opportunity to tour Sacramento State University.

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

02/16/22

Agenda Item #

(Contracts of \$15,000.00 or more)

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

Bryan D. Wells

1-20-2022

Signed

Kim Macum 1/27/22

Date

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

Andrew D. Ponce

1/21/2022

Signed

Date

Please return signed contract to:

Leticia deSantiago

Student Engagement G2

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0179-0725-1110-5899

District Contact Person: Lisa Nichols

Budget Manager Approval: Bryan D. Wells

Contractor's Vendor Name: Black Students of California United

Contractor's Contact Person: Nicole Cochran

Contractor's Title: Executive Director

Contractor's Telephone Number: 916-794-2728

Contractor's E-mail: nicole@blackstudentscu.us

Contractor's Address: P.O. Box 28175, Fresno, CA 93729

Contractor's Taxpayer ID# or SSN#: 81-5459940

This Independent Contractor Services Agreement is made and entered into effective 03/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

A one-day leadership conference for African American Middle School Students. The goal of the conference will be to focus on developing African American students through leadership training and workshopsr civic engagement experiences, presentation skills, physical and mental health maintenance habits. Students will have the opportunity to tour Sacramento State University.

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 03/01/22 , and shall terminate on 06/01/22 . 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 \$ 50.00 per Student , Not to exceed \$ 26,000.00 . Checks will be made payable to Black Students of California United . 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 JLL
- 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): \$ 26,000.00
 - 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 JLL District's initials BW
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 District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph
13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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


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

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

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

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 ML

District's initials BW 

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: Black Students of California United

Name: Nicole Cochran

Address:

P.O. Box 28175, Fresno, CA 93729

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

Black Students of California United

UgD
Name: Nicole Cochran *, Title:* Executive Director

1/19/2022

Date

Approved As To Form:

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

1/21/2022
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Presence Learning Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District and Presence Learning, Inc. in the amount of \$229,830. This agreement covers School Psychologists as well as hardware and test kits required to conduct the Special Education compliance assessments.

Presence Learning will provide School Psychologist support for a total of 3.0 Full-Time Equivalent (FTE) staff for the following sites at a rate of \$98 per hour at 8 hours per day:

- 1.0 FTE at JE Young Academic Center
- 1.0 FTE at eLearn Academy
- 0.5 FTE at Figarden Elementary
- 0.5 FTE at Wawona Middle School

eLearn Academy and JE Young currently have a growing demand of Special Education referrals due to Covid/Distance Learning and suspected learning loss. Figarden Elementary School and Wawona Middle School require immediate additional supports to fulfill compliance assessments and the current significant disproportionality of students with Emotional Disturbance Disability.

Presence Learning will conduct at least 300 Special Education triennial reevaluations and 10 initial Special Education assessments per month to support compliance efforts.

This agreement will begin February 17, 2022 and ends June 30, 2022.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$229,830 are available in the Special Education budget.

PREPARED BY: Dr. Sean Virnig,
Executive Director

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Dr. Bob Nelson, Superintendent



P Kim Mecum (Jan 27, 2022 09:06 PST)





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

PresenceLearning, Inc.	180 Montgomery St., Suite 1850, San Francisco, CA 94104	
Vendor Name	Address	
(815) 671-1663	Sarah Grove	
Phone Number	Vendor Contact	
From: February 17, 2022	Through: June 30, 2022	
Term (Duration)		
FUSD Contract Administrator:	Special Education	(559) 457-3227
Dr. Sean Virnig	Site/ Dept	Telephone number
Name		
Budget (Fund-Unit-Dept.-Activity-Object)	060-6537-0785-5760-3120-5110	

Annual Cost \$ 229,830.00

Please choose an option

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

Yes ☒

No ☐

Scope of Work Summary:

Contracted vendor will provide 0.5 FTE for Figarden, 0.5 FTE for Wawona and 1.0 FTE for eLearn Academy and 1.0 for J.E. Young for psychology services for the remainder of this school year. The vendor will provide the support needed to complete initial and triennial SPED evaluations only. PresenceLearning will not be doing any SSTs, crisis or social-emotional support.

Rate includes \$98 per hour at 8 hours per day.

3.0 FTE Total for immediate support needs

Date Item is to appear on Board of Education Agenda: 02/16/22 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:
John Howell

Name

Special Education

Department



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6537-0785-5760-3120-5110 *VS*

District Contact Person: Dr. Sean Virnig, Executive Director, Special Education

Budget Manager Approval: *[Signature]*

Contractor's Vendor Name: PresenceLearning, Inc.

Contractor's Contact Person: Sarah Grove

Contractor's Title: Senior Customer Success Manager - West

Contractor's Telephone
Number: (815) 671-1663

Contractor's E-mail: sarah.grove@presencelearning.com

Contractor's Address: 180 Montgomery St., Suite 1850, San Francisco, CA 94104

Contractor's Taxpayer ID# or
SSN#: 27-4478654

This Independent Contractor Services Agreement is made and entered into effective 02/17/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Contracted vendor will provide 0.5 FTE for Figarden, 0.5 FTE for Wawona and 1.0 FTE for eLearn Academy and 1.0 for J.E. Young for psychology services for the remainder of this school year. The vendor will provide the support needed to complete initial and triennial SPED evaluations only. PresenceLearning will not be doing any SSTs, crisis or social-emotional support.

Rate includes \$98 per hour at 8 hours per day.

3.0 FTE Total for immediate support needs

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 02/17/22 , 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 \$ 98.00 per hour , Not to exceed \$ 229,830.00. Checks will be made payable to PresenceLearning, 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 _____
- 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 \$94.00 As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 229,830.00
 - 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 District's 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 AP BC District's initials [Signature] [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 District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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





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

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

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

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request. Claims, judgments or settlement amounts in excess of Contractor's existing per occurrence or aggregate limits shall be satisfied by Contractor's umbrella policy/coverage, which shall follow the general liability coverage as to form.

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

Contractor: PresenceLearning, Inc.

Name: Brian Culbreth, CRO and/or Anthony Pa

Address:

180 Montgomery Street, Suite 1850
San Francisco, CA 94104

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

PresenceLearning, Inc.

DocuSigned by:
Brian Culbreth

Name: Brian Culbreth, CRO and/or, Title: Senior Customer Succ

2022-01-31
Date

Approved As To Form:

Andrew De La Torre

Andrew De La Torre, Executive Director
Benefits and Risk Management

2/1/2022
Date

CONTRACTOR
PresenceLearning, Inc.

DocuSigned by:
Anthony Pane

Name: Anthony Pane, Title : CFO

2022-01-31
Date



EQUIPMENT SCHEDULE

This Equipment Schedule (the "Schedule") is incorporated and made part of the Fresno Unified School District Independent Contractor Service Agreement (the "Agreement") between PresenceLearning and Fresno Unified School District ("Customer") and lists the terms and conditions upon which Customer may purchase hardware, test kits, and materials (collectively "Equipment") from PresenceLearning.

1. **Hardware Available for Purchase.** Customer may, at Customer's option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$85.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 8 hereof.

2. **WISC-V Kits.**

- 2.1 **Purchase of WISC-V Kits.** If Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a "Kit") from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments.

WISC-V	Price per unit
WISC-V Stimulus Book	\$11.00
WISC-V Blocks	\$46.00

- 2.2 **Tracking and Return of Kits.** Customer understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used by a student, Customer must arrange for the return of the Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to PresenceLearning that the Kits are in Customer's possession (in a mutually agreed upon manner). At no time will a Kit remain in the possession of a Customer's student once it has been used.

3. **Delivery and Delivery Address; Title; Risk of Loss:**

- 3.1 **Delivery and Delivery Address.** PresenceLearning will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning's error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.
- 3.2 **FOB.** PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.
- 3.3 **Delivery Dates.** All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

3.4 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by Customer.

4. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to PresenceLearning in accordance with accepted trade practices.
5. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.
6. **Disclaimer of Warranty.** PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold "as is," and PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
7. **Delay or Failure to Perform.** PresenceLearning will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning's control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.
8. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	<ul style="list-style-type: none"> • Attachable tripod • Video resolution 1920X1080 • Auto focus • Field of View = 65° 	N/A	N/A
Headset	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	EDU-455 STEREO HEADSET
Headset USB	<ul style="list-style-type: none"> • Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio 	ANDREA	OVER EAR USB NC-455VM
Splitter	<ul style="list-style-type: none"> • Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing 	ANDREA	Y-100B
Sound card	<ul style="list-style-type: none"> • External USB headset adapter with CD quality digital sample rates • Bypasses a computer's sound system, creating superior low-noise audio 	ANDREA	EDU-USB PL-CS-PRESENCE
Document camera	<ul style="list-style-type: none"> • Capture images of A4 and US letter pages • Built-in LED lights 	HUE	HD Pro Camera



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
01/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED PresenceLearning, Inc. 180 Montgomery St Suite 1850 San Francisco, CA 94104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Accident and Indemnity Company	22357	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Landmark American Insurance Company	33138	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: W23852162

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		20 UUN EH0386	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			20 RHU EH0957	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 7,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 7,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
C	Sexual Abuse			LRM790104	07/01/2021	07/01/2022	Each Claim \$5,000,000
							Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fresno Unified School District is included as an Additional Insured as respects to General Liability.

CERTIFICATE HOLDER
CANCELLATION

Fresno Unified School District 1301 M. Street Fresno, CA 93721	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

This endorsement forms a part of the Policy numbered below:

POLICY NUMBER: 20 UUN EH0386 K3

CHANGE NUMBER: 001

Policy Change Effective Date: 07/13/21

Named Insured: PRESENCELEARNING INC



Producer's Name: WILLIS TOWERS WATSON SOUTHEAST INC

Pro Rata Factor:

Description of Change(s):

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS. THIS IS NOT A BILL.

NO PREMIUM DUE AT POLICY CHANGE EFFECTIVE DATE.

GENERAL LIABILITY

HARTFORD ACCIDENT AND INDEMNITY COMPANY

FORM NUMBERS OF COVERAGE PARTS AND ENDORSEMENTS ADDED TO THIS POLICY AT ENDORSEMENT ISSUE: SEE ABOVE FOR COMPANY NAME

IH12011185 CG 20 26 04 13
ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

Countersigned by
(Where required by law)

Suean S. Castaneda
Authorized Representative

07/15/21
Date

POLICY NUMBER: 20 UUN EH0386

CHANGE NUMBER: 001



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CG 20 26 04 13
ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

COMMERCIAL GENERAL LIABILITY COVERAGE PART

IN CONSIDERATION OF NO CHANGE IN PREMIUM, IT IS HEREBY AGREED AND
UNDERSTOOD THAT FORM CG 20 26 04 13 IS ADDED PER THE ATTACHED.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-6

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with CPS HR Consulting

ITEM DESCRIPTION: CPS HR Consulting will provide classification and compensation study services for the District's Principal/Vice Principal and Guidance and Learning Advisor classifications.

The compensation study will include salary and benefits with a labor market pool of up to 10 comparable agencies. The classification study will include up to 6 estimated benchmark classifications for Principal & Vice Principal, and 1 benchmark classification for Guidance and Learning Advisor. Classification concepts will also provide the framework for the consolidation of existing classifications, the elimination of classifications and/or the creation of new classifications where appropriate, and the revision and development of classification specifications to ensure they properly identify scope and level of authority relative to other classifications and to ensure that there is consistent titling within the classification plan.

CPS HR Consulting will provide final Classification and Compensation reports and invoice that contains hours of services provided directly to Fresno Unified.

FINANCIAL SUMMARY: Sufficient funds are available in the Human Resources budget.

PREPARED BY: Manjit Atwal,
Executive Director

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

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

Paul Idsvoog

SUPERINTENDENT APPROVAL:

Robert L. Nelson



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

CPS HR Consulting

2450 Del Paso Road, Suite 220, Sacramento, CA 95834

Vendor Name

916-471-3481

Address

Vicki Quintero Brashear

Phone Number

Vendor Contact

From: February 17, 2022

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Manjit Atwal

Human Resources

559-457-3501

Name

Site/ Dept

Telephone number

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

030-0188-0930-0000-7200-5899

Annual Cost 55210

(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:

CPS HR Consulting (CPS HR) will provide compensation study services for the District's Principal, Vice Principal, and Guidance and Learning Advisor classifications. The compensation studies will include total compensation (salary and benefits) with a labor market pool of up to 10 comparable agencies (this will be the same pool across all classifications). A total compensation study will be conducted for Principal and Vice Principal and will include up to 6 benchmark classifications. A total compensation study will be conducted for Guidance and Learning Advisor and will include 1 benchmark classification.

Fixed fee cost.

Date Item is to appear on **Board of Education Agenda:** 02/16/22 **Agenda Item #** (Contracts of \$15,000.00 or more)

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

Paul Idsvog

Paul Idsvog (Jan 26, 2022 12:35 PST)

Jan 26, 2022

Signed

Date

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

Andrew L. Lane

Jan 26, 2022

Signed

Date

Please return signed contract to:

Susan Monasterio

Human Resources

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0188-0930-0000-7200-5899

District Contact Person: Manjit Atwal

Budget Manager Approval: Manjit Atwal (Jan 26, 2022 11:29 PST)

Contractor's Vendor Name: CPS HR Consulting

Contractor's Contact Person: Vicki Quintero Brashear

Contractor's Title: Director of Products and Services

Contractor's Telephone
Number: 916-471-3481

Contractor's E-mail: vbrashear@cpshr.us

Contractor's Address: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 02/17/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Compensation Studies will be conducted for Principal and Vice Principal classifications (up to 6 benchmarks), and Guidance and Learning Advisor (up to 1 benchmark). CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency with the relevant data associated with that classification, such as the position ranking within the labor market and salary range minimum and maximum.

The compensation studies will include review of the District's background materials and labor market agency research (up to 10 comparable agencies); initial project meeting, labor market agency confirmation and benchmark selection; design/develop/distribute survey instrument; collect/analyze/validate labor market survey data & conduct job matching process; client review of preliminary matches/feedback; design/develop data spreadsheets/benefits analysis; prepare draft salary recommendations/compensation report; client review and feedback period; research/resolve issues/prepare & present final compensation report/salary

Estimated timeline 17-19 weeks.

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 02/17/22 , and shall terminate on 06/30/22 . There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of _____ per _____ , Not to exceed 55210 . Checks will be made payable to CPS HR Consulting . 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 VS
 - 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):
 - 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 VS
District's initials MA
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 District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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

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

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

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

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant 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 VS District's initials MA

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: CPS HR Consulting

Name: Vicki Quintero Brashear

Address:
2450 Del Paso Road, Suite 220
Sacramento, CA 95834

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

CPS HR Consulting

Vicki Quintero Brashear

Name: Vicki Quintero Brashear , *Title:* Director of Products a

Jan 26, 2022

Date

Approved As To Form:



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

Jan 26, 2022

Date

PROPOSAL

Fresno Unified School District

Total Compensation Study –

Principal and Vice Principal; Guidance and Learning Advisor

Originally submitted: June 4, 2021

Updated: September 2, 2021

Updated: September 17, 2021

Updated: January 4, 2022

SUBMITTED BY:

VICKI QUINTERO BRASHEAR

Director of Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3481
vbrashear@cpshr.us
Tax ID: 68-0067209

www.cpshr.us



Your Path to Performance

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Cover Letter

Manjit Atwal
Fresno Unified School District
2309 Tulare St, Fresno, CA 93721

Subject: Request for Proposal

CPS HR Consulting (CPS HR) is pleased to submit this updated proposal to the Fresno Unified School District (District) to provide compensation study services for the District. With a rich history of assisting government agencies with such studies, we at CPS HR are confident that we can provide expert solutions to meet the District's requirements and objectives.

CPS HR understands that the District is seeking a consulting firm to conduct a compensation study which includes salary and benefits. This budget assumes:

1. **Compensation study for Principal & Vice Principal** - Total Compensation (salary and benefits); Up to 6 benchmark classifications (our estimate); Labor market pool of up to 10 comparable agencies
2. **Compensation study for Guidance and Learning Advisor** - Total Compensation (salary and benefits); Up to 1 benchmark classification; Labor market pool of up to 10 comparable agencies

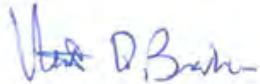
Our CPS HR Project Team will focus on maintaining open communication with the District's designated staff to ensure that this project preserves its focus, the District's objectives are met, and all deliverables adhere to the confirmed timeline and budget.

CONTACT INFORMATION	
Proposal Contact and Contract Authorized Representative	Vicki Quintero Brashear, Director of Products and Services (916) 471-3481; vbrashear@cpshr.us

Thank you for this opportunity; we very much look forward to working with the Fresno Unified School District. Should you have any questions, please do not hesitate to contact **me at the contact information above.**

I am duly authorized by CPS HR Consulting to solicit business and enter into contracts for our organization.

Sincerely,



Vicki Quintero Brashear
Director of Products and Services

Experience and Qualifications

CPS HR is an innovative, client-centered human resources and management consulting firm specializing in solving the unique problems and challenges faced by government and non-profit agencies. As a self-supporting public agency, we understand the needs of public sector clients and have served as a trusted advisor to our clients *since 1985*. ***Our mission is to promote human resource excellence in the public sector and our vision is to enable people to realize the promise of public service.***

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting
Main Office	2450 Del Paso Road, Suite 220, Sacramento, CA 95834 Main: (800) 822-4277; FAX: (916) 263-3613; WEB: www.cpshr.us <i>Primary location from which services will be provided with support from consultants located around the United States.</i>
Regional Offices	100 Congress Avenue, Suite 2000, Austin, TX 78701 4 West Dry Creek Circle, Suite 100, Littleton, CO 80120 1968 S. Coast Hwy # 961, Laguna Beach, CA 92651
Year Established	1985
Size/#of EEs	Approx. 98 FTEs
Federal Tax ID#/TIN/EIN	68-0067209
Type of Organization	Joint Powers Authority (Public Agency)

CPS HR's core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. We provide best practice expertise that is unique because CPS HR believes in an integrated, systems-based approach to human resources. Our consultants understand that the multiple functional human resources disciplines (including classification and compensation) work together to foster an optimal Human Resource system.

With more than 90 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients ***throughout the United States and Canada.***

Joint Powers Authority. Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a "Joint Powers Agreement" by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers "to discuss, study and solve common or similar problems with respect to modern human resource and related management processes."

Distinguishing Characteristics

Depth of experience working in public agencies. CPS HR is a joint powers authority, and as such, our charter mandates that we provide services exclusively to public agencies and non-profits. CPS HR has conducted hundreds of classification and compensation related studies for cities, counties, courts, special districts, water and utilities, and higher education institutions.

Automated Solution. CPS HR utilizes a proprietary system called Comp Calculator for the management and analysis of compensation survey data. The Comp Calculator is a web-based program that allows for the data entry of survey data on an agency-by-agency basis and then generates a separate datasheet within Excel for each surveyed classification. We can also provide access to shared documents through our SharePoint™ website and use MS Teams for collaboration.

Quality and tailored services. CPS HR delivers quality and tailored classification and compensation services to better meet each client's unique study goals and objectives.

Our familiarity and extensive experience in California.

We have developed a thorough familiarity with regional issues such as housing costs, transportation, demographics, employment rates, and economic conditions from several consulting engagements throughout California. These engagements include multiple classification and compensation studies for the cities of Anaheim, Vista, Encinitas, Huntington Beach, and Thousand Oaks to just name a few; as well as the counties of Orange, San Luis Obispo, Ventura; and special districts such as San Diego Association of Governments, Superior Court of California-County of Orange, Mojave Water Agency, OCTA, OCFA, and Ventura Regional Sanitation District. Possessing this in-depth experience with the region, combined with our overall classification and compensation experience, strengthens our understanding of the District's needs and what is required to meet your unique objectives.

Project List

We have conducted hundreds of classification and compensation studies for school districts, colleges, universities, cities, counties, and special districts. In addition, with our acquisition of Ewing Consulting, we have added up to 35 years of experience in classification and compensation studies specifically in the education market. Due to the significant number of projects, we provide two partial lists of agencies for which we have provided classification and compensation services. **Table 1** specifically highlights school districts, including our Ewing Consulting client base and **Table 2** highlights public agency clients.

Table 1 - School District Clients

School District Client Five Year Listing	
Acalanes Union High School District	La Mesa- Spring Valley Unified School District
Anaheim Union High School District	Lake Tahoe Unified School District
Brawley Union High School District	Las Virgenes Unified School District
Chaffey Union High School District	Lawndale Elementary School District
Delano Union High School District	Lodi Unified School District
El Monte Union High School District	Lompoc Unified School District
Fremont Union High School District	Lone Pine Unified School District
Grant Union High School District	Long Beach Unified School District
Huntington Beach Union High School District	Los Alamitos Unified School District
Kingsburg Joint Union High School District	Los Angeles Unified School District
Le Grande High School District	Lynnwood Unified School District
Oxnard Union High School District	Manteca Unified School District
Palisades Charter High School	Mariposa Unified School District
Placer Union High School District	Merced City School District
San Dieguito Union High School District	Mesa Unified School District
Santa Maria Joint Union High School District	Montebello Unified School District
Shasta Union High School District	Moreland School District
Sweetwater Union High School District	Morgan Hill Unified School District
Victor Valley Union High School District	Mt. Diablo Unified School District
ABC Unified School District	National School District
Adelanto School District	Needles Unified School District
Alameda Unified School District	New Haven Unified School District
Alum Rock Union Elementary School District	Newhall Elementary School District
Anaheim City School District	Newport-Mesa Unified School District
Antioch Unified School District	Novato Unified School District
Apple Valley Unified School District	Oakland Unified School District
Arcadia Unified School District	Ojai Unified School District
Auburn Unified School District	Ontario-Montclair Elementary School District
Barstow Unified School District	Orcutt Union Elementary School District
Bassett Unified School District	Oxnard Elementary School District
Bellflower Unified School District	Pajaro Unified School District

School District Client Five Year Listing	
Berkeley Unified School District	Palmdale Elementary School District
Big Creek Elementary School District	Palo Alto Unified School District
Bonita Unified School District	Palos Verdes Peninsula Unified School District
Brea Orinda Unified School District	Paramount Unified School District
Buena Park Elementary School District	Pine Ridge Elementary School District
Burbank Unified School District	Pittsburg Unified School District
Cabrillo Unified School District	Placentia-Yorba Linda Unified School District
Cajon Valley Unified School District	Pleasant Valley School District
Calexico Unified School District	Point Arena Joint School District
Campbell Union School District	Pomona Unified School District
Capistrano Unified School District	Portland Public Schools
Carlsbad Unified School District	Poway Unified School District
Caruthers Unified School District	Ravenswood City School District
Central Unified School District	Redondo Beach Unified School District
Centralia Elementary School District	Redwoods City Elementary School District
Charter Oak Unified School District	Richmond Unified School District
Chico Unified School District	Rim of the World Unified School District
Chino Unified School District	Ripon Unified School District
Claremont Unified School District	Riverside Unified School District
Clark County School District	Rowland Unified School District
Clovis Unified School District	Sacramento City Unified School District
Coalinga-Huron Unified School District	San Bernardino City Unified School District
Colton Joint Unified School District	San Diego City Unified School District
Compton Unified School District	San Jose Unified School District
Coronado Unified School District	San Juan Unified School District
Corona-Norco Unified School District	San Lorenzo Valley Unified School District
Covina Valley Unified School District	San Luis Coastal Unified School District
Cucamonga School District	San Marino Unified School District
Culver City Unified School District	San Ramon Valley Unified School District
Del Mar Union School District	San Ysidro School District
Del Norte County Unified School District	Sanger Unified School District
Desert Sands Unified School District	Santa Ana Unified School District

School District Client Five Year Listing	
Dixie School District	Santa Clara Unified School District
Downey Unified School District	Santa Maria-Bonita School District
Durham Unified School District	Santa Monica-Malibu Unified School District
Earlimart School District	Santa Paula Elementary School District
El Segundo Unified School District	Santa Rose Unified School District
Elk Grove Unified School District	Santa Ynez Valley Unified School District
Encinitas Unified School District	Sierra Sands Unified School District
Escondido Union Elementary School District	Silver Valley Unified School District
Evergreen Elementary School District	Solana Beach Unified School District
Fontana Unified School District	Somis Union Elementary School District
Fort Wayne Community Schools	South Bay Union School District
Fountain Valley School District	South San Francisco Unified School District
Fowler Unified School District	Stockton Unified School District
Franklin-McKinley Elementary School District	Sunnyvale Elementary School District
Glendale Unified School District	Temple City Unified School District
Glendora Unified School District	Torrance Unified School District
Goleta Union Elementary School District	Tustin Unified School District
Guadalupe Unified School District	Union School District
Hacienda La Puente Unified School District	Upland Unified School District
Hawthorne Unified School District	Ventura Unified School District
Hayward Unified School District	Visalia Unified School District
Hermosa Beach City School District	Vista Del Mar Union Elementary School District
Huntington Beach City School District	Walnut Valley Unified School District
Inglewood Unified School District	Weatherly Area School District
Irvine Unified School District	Weaver School District
Jefferson Elementary School District	Woodland Joint Unified School District
Jurupa Unified School District	Santa Barbara Elementary/High School Districts
Kings Canyon Unified School District	Sulphur Springs Union Elementary
La Habra City Schools	

Table 2- Public Agency Clients

Partial Public Agency Classification and Compensation Five Year Listing *CPS HR has provided multiple services to these agencies	
Alameda Corridor East Construction Authority	Montgomery College, MD
Amador-Tuolumne Community Action Agency	Morgan, County of (CO)
American Canyon, City of*	Napa County Transportation & Planning Agency
Anaheim, City of*	Oakdale, City of
Ashland, City of	Orange, County of*
Association of Bay Area Governments*	Otero, County of (CO)
Austin Energy	Petaluma, City of
Bell, City of*	Placer, County of*
Berkeley, City of*	Redding, City of (Electric Utility)
Bernalillo, County of*	Regional Transportation Commission, NV
Brawley, City of	Rio Dell, City of*
California Bureau of State Audits	Rocklin, City of*
California Dept of Corrections and Rehabilitation	Roseville, City of (Electric Utility Department)
California Department of Energy	Routt, County of (CO)
California Department of Food and Agriculture	Sacramento Municipal Utility District
California Department of Human Resources	Sacramento, County of*
California Department of Real Estate	Safety Center, Inc.
California Office of the Chief Information Officer	San Diego County Water Authority
California Seismic Safety Commission	San Joaquin Regional Rail Commission
California State University, Sacramento	San Joaquin, County of*
Clark, County of*	San Luis Obispo, County of
Colorado River Fire Protection (CO)	Santa Cruz Metropolitan Transit District
Contra Costa, County of	Santa Cruz Regional Transportation Commission
Douglas, County of (CO)	Santa Cruz Unified School District
Eureka, City of	Sheridan, City of (CO)
Glenn, County of*	Sierra Nevada Conservancy
Greater Los Angeles County Vector Control District	Stanislaus, County of*
Housing Authority of Santa Clara	State Bar of California

Partial Public Agency Classification and Compensation Five Year Listing	
*CPS HR has provided multiple services to these agencies	
Imperial, County of	Superior Court of California, Orange County
Jurupa Community Services District	Tehachapi, City of
Los Angeles Co Employees Retirement Assoc. *	Ventura, County of*
Los Angeles Department of Water and Power	Vista, City of*
Madera, City of	Waxahachie, City of
Mojave Water Agency*	Western Area Power Administration
Monterey Peninsula Airport District	Yosemite Community College*
Monterey, County of*	

Key Personnel

We reserve the right to substitute equally qualified staff at the time of project award based on capacity considerations.

Project Manager

We have selected **Ms. Suzanne Ansari** to serve as Project Manager and Point of Contact. The Project Manager's role will be to work directly with the District's Internal Project Manager to (i) ensure the District's study needs and goals and objectives are understood and accurately communicated to District management, other key stakeholders, and the CPS HR Project Team; (ii) conduct client meetings; (iii) be responsive to all client requests; (iv) manage the work of the CPS HR Project Team; (v) meet timeline and budget expectations; (vi) conduct quality control of deliverables; and (vii) meet/provide information/present results to the District.

Approach

Study Workplan

The compensation work plan outlined in this section is intended to define all tasks within a base salary and comprehensive total compensation study from labor market selection to final reports, and the types of deliverables associated with each task.

Task 1 – Review the District’s Background Materials. Upon contract execution, CPS HR will request background information from the District to ensure our Project Manager and Project Team are prepared for initial meetings. Examples include: 1. Compensation philosophy and strategy; 2. Salary schedules; 3. Benefits summaries; 4. Budget Information; 5. Memorandums of Understanding (MOUs); 6. Compensation policies and procedures, past studies; and 7. Other documents relevant to the study.

Task 2 – Initial Project Meeting/Labor Market Agency and Benchmark Selection Discussions. The CPS HR Project Manager will meet with the District’s Internal Project Manager and any other designated stakeholders, including executive management and labor representatives, to discuss the study methodologies, deliverables, timelines, communication, and data collection methods. The CPS HR Project Manager will determine the District’s compensation philosophy in this meeting to obtain direction and consensus. Additionally, the CPS HR Project Manager will be available to conduct a workshop with these key stakeholders to discuss the following elements of compensation policy:

- Labor Market Agency Selection - This section of the workshop focuses on the typical labor market selection criteria and the process by which CPS HR will evaluate and prepare recommendations for the District’s labor market agencies; such selection criteria typically includes: (i) Geographic Proximity, (ii) Services provided, (iii) Past labor market agency practices, (iv) Cost of Living/Cost of Wages, and (v) Size of the organization (measures may include number of employees or population).
- Additional workshop topics are
 - Labor market position (i.e., median, mean, or other percentile)
 - Benchmark classifications to be selected based on the following criteria:
 - They should be classifications for which counterparts can readily be found in surveyed employers so that sufficient compensation data can be gathered. Classifications which have a large number of comparables from other agencies are generally selected as benchmark classifications.
 - Benchmark classifications should have significant relationships to other classifications in their occupational group. This ensures they will make good reference points in relating and establishing salaries for other classifications within their occupational groups.
 - Elements of total compensation to be surveyed

Client Responsibilities and/or Pricing Assumptions Associated with Task:

Principal & Vice Principal:

- It is assumed that no more than **6** benchmark classifications will be identified.
- It is assumed that no more than **10** labor market agencies will be selected for comparison by the District.

Guidance & Learning Advisor:

- It is assumed that no more than **1** benchmark classification will be identified.
- It is assumed that no more than **10** labor market agencies will be selected for comparison by the District.

Task 3 – Design, Develop, and Distribute the Survey Instrument. The CPS HR Project Team will develop a comprehensive survey instrument to ensure the effective collection of compensation data from each of the survey agencies. For a *total compensation* study, the following elements of total compensation are added to the base salary survey: (i) Cash add-ons premium pays such as longevity pay and deferred compensation; (ii) Agency contribution to medical, dental, and vision programs; (iii) Agency contributions to defined-benefit retirement programs and Social Security practices; and (iv) Paid time off practices such as Holiday leave, vacation and sick leave, and administrative leave. Additional benefits and/or policies can be collected as agreed.

Task 4 – Review, Analyze, and Validate Labor Market Survey Data. We begin labor market data collection by researching available information online to make preliminary classification matches and obtain benefits data. The CPS HR Project Team will reach out to labor market agencies to confirm and/or complete survey data after completing as much pre-work as possible. We find that this initial collection effort results in greater participation from the labor market agencies. Once we have completed our survey analysis tasks, the CPS HR Project Manager will audit the final data as part of our quality review process.

Classification matching includes reviewing agency background materials such as copies of classification specifications, organization charts, staffing information, and other useful materials to substantiate the accuracy of the comparability of the matches. It is critical that the CPS HR Project Team review such documents since titles alone can often be misleading and should not be relied upon.

To determine whether a match from a labor market agency is comparable to the District's benchmark, CPS HR utilizes a whole job analysis methodology; this commonly used methodology analyzes the job as a whole, rather than by individual factors, by evaluating the core duties and responsibilities, the nature and level of work performed, and the minimum qualifications to determine whether the classification is comparable enough to be utilized as a match.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Should any labor market agencies be non-responsive to requests for information, we will provide the District with contact information and request that they use their professional contacts to follow up on CPS HR's behalf. We have found this approach to be beneficial.
- At an additional cost, the District may add additional labor market agencies should any in the initial selection be non-responsive or not provide sufficient matches.

- **Responsiveness of labor market agencies is absolutely critical to maintaining the agreed timeline.** An amended timeline will be provided by the CPS HR Project Manager if the data collection period is pushed out.

Task 5 – Design and Develop Data Spreadsheets. CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency with the relevant data associated with that classification, such as the position ranking within the labor market and salary range minimum and maximum.

The labor market data analyses will be conducted based upon the labor market position affirmed within the District's compensation philosophy (e.g., median, mean, or other percentile). Each comparable match for each survey classification is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results.

Task 6 – Conduct Benefits Analysis. The benefit data submitted from the labor market agencies will be analyzed quantitatively and qualitatively.

In the quantitative analysis, specific benefits will be incorporated into the base salary data sheets to provide a total compensation analysis. This analysis of program costs will provide the District with an understanding of how the study classes compare against their market when the costs of benefits programs are taken into consideration. Within these data sheets, four different analyses can be conducted based on how our clients wish to view the data:

1. An analysis of the survey classification's position within the labor market for base salary
2. An analysis of the survey classification's position within the labor market when the cost of cash add-ons is taken into consideration (total cash)
3. An analysis of the survey classification's position within the labor market when the cost of cash add-ons and health programs are taken into consideration
4. An analysis of the survey classification's position within the labor market when the cost of cash add-ons, health program costs, and retirement contributions are taken into consideration (total compensation)

The qualitative analysis will include a write-up of the general trends of benefits offered across the agencies as well as summary tables showing the practices of each agency.

Task 7 –Prepare Draft Salary Recommendations. Provided below is the methodology CPS HR utilizes for establishing salary levels for benchmark classifications in our compensation studies.

1. Conduct a comprehensive understanding of the District's approach to identify the benchmark classifications to be used in the salary setting process.
2. Establish salary recommendations for these benchmark classifications by setting the salary level based on the market data.
3. Conduct a comprehensive review of the District's current internal alignment differentials to determine what their practices are, and if they should be adjusted.

4. Apply recommended internal differentials within job families to build the salary recommendations for classifications which have significant relationships to each other because they are in the same job series or family.

The salary recommendations for each study classification will display the following information: (i) Classification title; (ii) Current monthly range maximum; (iii) Recommended monthly range maximum; and (iv) The percentage difference and/or dollar amount difference between the current and recommended monthly range maximum and the steps within a range, if desired. This information will provide the District with the percentage and dollar amount of any increase on a classification-by-classification basis.

Task 8 – Prepare and Present Draft Compensation Report. The CPS HR Project Team will develop a Draft Compensation Report detailing the results of the labor market survey and a suggested implementation plan to address salary range changes. This draft report will comprise the following: 1. Scope of the study; 2. Labor market agencies, including the comparable characteristics (e.g., size, scope of services, number of employees, etc.); 3. Study benchmarks; 4. Labor market data analysis/methodologies; 5. Results of the base salary survey; 6. Results of the benefits analyses; 7. Results of the total compensation analysis; 8. Salary recommendations for all classifications; and 9. Implementation methods¹

CPS HR will review the draft report with the Internal Project Manager and designated stakeholders.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Costs assume one meeting, for up to two hours, with primary District Project Manager/HR staff to discuss the Draft Compensation Report.
- As the District conducts its review of the Draft Report, client comments and questions will be captured in a single document provided on the online shared drive.

Task 9 – Research and Resolve Issues/Prepare and Present the Final Compensation Report. Based upon the District’s review of the Draft Compensation Report, the CPS HR Project Team will follow-up and resolve any outstanding compensation issues. CPS HR will prepare a final compensation report and will discuss it with the Internal Project Manager and designated stakeholders.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Costs assume one meeting, for up to 1.5 hours, with primary District stakeholders to present the Final Compensation Report.

¹ It is CPS HR’s standard practice to assist our clients with evaluating and developing a method to implement compensation changes that are identified as a result of the study and this is included within the proposed budget. Our salary recommendations will provide the District with the percentage of pay required to maintain each classification at the desired market position, as well as an average percentage of all classifications within the compensation plan. CPS HR can also provide information on typical implementation strategies such as Step-to-Step and Closest Dollar. However, CPS HR does not provide a detailed analysis of individual employee implementation and costs since our clients typically utilize their own systems for that purpose.

Proposed Timeline

The project manager will develop a mutually agreeable, customized timeline after project kick off.

Total Compensation Study <i>Please note that this is an estimated timeline and is not exact</i>	Week #
Review the District's Background Materials; Labor Market Agency Research	1-2
Initial Project Meeting, Labor Market Agency Confirmation, and Benchmark Selection	3-4
Design, Develop, and Distribute Survey Instrument	5-6
Collect, Analyze, and Validate Labor Market Survey Data; Conduct Job Matching Process	7-10
Client Review of Preliminary Matches; Provides Feedback	11
Design and Develop Data Spreadsheets/Benefits Analysis	12
Prepare Draft Salary Recommendations and Draft Compensation Report	13-14
Client Review and Feedback Period	15-16
Research and Resolve Issues/Prepare and Present Final Compensation Report and Salary Recommendations	17-19

References

Long Beach Unified School District

1515 Hughes Way, Long Beach, CA 90810

Kenneth Kato, Executive Officer, Personnel Commission and Classified Employment

562-435-5708 ext. 7427; kkato@lbschools.net

OR

Susan Leaming, Personnel Analyst

(562) 997-8000 ext. 7248; sleaming@lbschools.net

Rialto Unified School District

182 E. Walnut Ave., Rialto, CA 92376

Rhonda Kramer, Lead Personnel Agent

(909) 820-7700 ext. 2410; RKramer@rialto.k12.ca.us

Temple City Unified School District (ongoing)

9700 Las Tunas Dr., Temple City, CA 91780

Monica Makiewicz, Ph.D., Associate Superintendent

(626) 548-5023; mmakiewicz@tcusd.net

Professional Fixed Fee

CPS HR has prepared the following **professional fixed fee** based on the scope of work outlined.

Study	Professional Fixed Fee
Total Compensation Study – Principal & Vice Principal	\$ 32,510
Total Compensation Study – Guidance & Learning Advisor	\$ 22,700
Not-To-Exceed Contract Amount:	\$ 55,210

Pricing Assumptions

Not included in the fixed fee:	
Materials Production	CPS HR provides all documents electronically. Hard copy printing of documents for this engagement will be the responsibility of the District.
Consultant Travel Expenses	We have not provided for travel costs since all work will be conducted virtually.

Billing Terms

CPS HR will bill in equal installments at the following milestones:

TOTAL COMPENSATION STUDY (Principal & Vice Principal - \$6,502 per milestone; Guidance & Learning Advisor - \$4,540 per milestone):

1. After kick-off meeting
2. Final selection of labor market agencies and benchmarks
3. Submission of draft matches
4. Submission of draft compensation report
5. Provision of final compensation report

It is assumed that the District will be responsive to the delivery of all draft deliverables and all subsequent revisions as defined in the agreed upon project timeline. **Unanticipated revisions or delays to the project timeline could result in a need for an addendum to the contract related to contract end date, staff assignments, and/or pricing. Any addenda will be discussed in a timely manner with the District.**

Pricing Philosophy

CPS HR is flexible with the proposed work plan; alternate approaches may be discussed with the District which may in turn change the proposed cost of the project. As described in this proposal, the methods, approach, timelines, as well as the proposed fee, have been prepared as accurately as possible based upon the services requested and study objectives described in the information provided to CPS HR. The proposed professional fees reflect the steps and time necessary to conduct the study in a sound, thorough, and sustainable manner, including important input and review by the District's Internal Project Manager and designated stakeholders to accomplish the study objectives. If changes or additional services are required, we will be happy to discuss changes to the project activities, schedule, and/or fee proposal.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-7

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve New 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours)

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

- 2021/22 Schedule A - Career Technical Ed/Vocational Ed Teachers Annual Salary Schedule 188 Duty Days (8.5-hours Work Day)
- 2021/22 Schedule A - Lori Ann Infant Center Annual Salary Schedule 200 Duty Days (8.5-hours Work Day)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 207 Duty Days (8.5-hours Work Day)
- Schedule R - Pre-Kindergarten Teachers Annual Salary Schedule 186 Duty Days (8.5-hours Work Day)

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

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

PREPARED BY: Manjit Atwal,
Executive Director

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

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

Paul Idsvoog

SUPERINTENDENT APPROVAL:

Robert L. Nelson

FRESNO UNIFIED SCHOOL DISTRICT**NEW**

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule A: Career Technical Ed/Vocational Ed Teachers 188* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or comparable service

Placement for CTE/Voc Ed teachers is found under Article 66 of the FTA CBA

Level (Step)	Class I (A01) Preliminary Cred	Class II (A02) Clear Cred	Class III (A03) Semester Units Clear Cred + 15 Units	Class IV (A04) Clear Cred + BA	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$51,755.70	\$54,861.10	\$57,966.49	\$61,071.57	\$62,903.67
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Full-Credentialed Teachers

1	\$54,861.10	\$57,966.49	\$61,071.57	\$64,177.12	\$66,102.23
2	\$57,966.49	\$61,071.57	\$64,177.12	\$67,282.51	\$69,300.79
3	\$61,071.57	\$64,177.12	\$67,282.51	\$70,387.91	\$72,499.34
4	\$64,177.12	\$67,282.51	\$70,387.91	\$73,492.98	\$75,697.74
5	\$67,282.51	\$70,387.91	\$73,492.98	\$76,598.37	\$78,896.46
6		\$73,492.98	\$76,598.37	\$79,703.77	\$82,094.85
7		\$76,598.37	\$79,703.77	\$82,809.16	\$85,293.41
8			\$82,809.16	\$85,914.39	\$88,491.81
9			\$85,914.39	\$89,019.95	\$91,690.52
10				\$92,125.18	\$94,888.92

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning the professional development office prior to the beginning of the new school year.

To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e., if started A05 in 2015-16 school year, additional 9 units must be completed by July 1, 2018, etc.)

Rates set forth for Class V (A05) are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

ADDITIONS TO PLACEMENT ON THE BASIC ANNUAL SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,474.00	\$93,599.18	\$96,407.14
12	3.20%	\$2,948.01	\$95,073.19	\$97,925.37
13	4.80%	\$4,422.01	\$96,547.19	\$99,443.59
14	6.40%	\$5,896.01	\$98,021.19	\$100,961.81
15	8.00%	\$7,370.01	\$99,495.19	\$102,480.03

Year 2021-22

No pay change

Additions increase effective 7/1/2021

Board approved **PENDING**

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

FRESNO UNIFIED SCHOOL DISTRICT**NEW**

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule A: Lori Ann Infant Center 200* Duty Days (8.5 hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$55,059.26	\$58,362.87	\$61,666.48	\$64,969.75	\$66,918.80
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Full-Credentialed Teachers

1**	\$58,362.87	\$61,666.48	\$64,969.75	\$68,273.53	\$70,321.52
2	\$61,666.48	\$64,969.75	\$68,273.53	\$71,577.14	\$73,724.24
3	\$64,969.75	\$68,273.53	\$71,577.14	\$74,880.75	\$77,126.96
4	\$68,273.53	\$71,577.14	\$74,880.75	\$78,184.02	\$80,529.51
5	\$71,577.14	\$74,880.75	\$78,184.02	\$81,487.63	\$83,932.40
6	\$74,880.75	\$78,184.02	\$81,487.63	\$84,791.24	\$87,334.95
7	\$78,184.02	\$81,487.63	\$84,791.24	\$88,094.85	\$90,737.67
8		\$84,791.24	\$88,094.85	\$91,398.29	\$94,140.22
9			\$91,398.29	\$94,702.07	\$97,543.11
10				\$98,005.51	\$100,945.66

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class I (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e., if started A05 in 2015-16 school year, additional 9 units must be completed by July 1, 2018, etc.)

Rates set forth for Class V (A05) are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,568.09	\$99,573.60	\$102,560.79
12	3.20%	\$3,136.18	\$101,141.69	\$104,175.92
13	4.80%	\$4,704.26	\$102,709.77	\$105,791.05
14	6.40%	\$6,272.35	\$104,277.86	\$107,406.18
15	8.00%	\$7,840.44	\$105,845.95	\$109,021.31

Year 2021-22

No pay change

Additions increase effective 7/1/2021

Board approved **PENDING**

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

FRESNO UNIFIED SCHOOL DISTRICT**NEW**

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule A: Teachers on Special Assignment 207* Duty Days (8.5 hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$56,986.33	\$60,405.57	\$63,824.81	\$67,243.69	\$69,260.96
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Full-Credentialed Teachers

1**	\$60,405.57	\$63,824.81	\$67,243.69	\$70,663.10	\$72,782.77
2	\$63,824.81	\$67,243.69	\$70,663.10	\$74,082.34	\$76,304.59
3	\$67,243.69	\$70,663.10	\$74,082.34	\$77,501.58	\$79,826.40
4	\$70,663.10	\$74,082.34	\$77,501.58	\$80,920.46	\$83,348.04
5	\$74,082.34	\$77,501.58	\$80,920.46	\$84,339.70	\$86,870.03
6	\$77,501.58	\$80,920.46	\$84,339.70	\$87,758.93	\$90,391.67
7	\$80,920.46	\$84,339.70	\$87,758.93	\$91,178.17	\$93,913.49
8		\$87,758.93	\$91,178.17	\$94,597.23	\$97,435.13
9			\$94,597.23	\$98,016.64	\$100,957.12
10				\$101,435.70	\$104,478.76

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.
To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e., if started A05 in 2015-16 school year, additional 9 units must be completed by July 1, 2018, etc.)
Rates set forth for Class V (A05) are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,622.97	\$103,058.67	\$106,150.42
12	3.20%	\$3,245.94	\$104,681.65	\$107,822.08
13	4.80%	\$4,868.91	\$106,304.62	\$109,493.74
14	6.40%	\$6,491.88	\$107,927.59	\$111,165.40
15	8.00%	\$8,114.86	\$109,550.56	\$112,837.06

Year 2021-22

No pay change

Additions increase effective 7/1/2021

Board approved **PENDING**

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

FRESNO UNIFIED SCHOOL DISTRICT**NEW**

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule R: Pre-Kindergarten Teachers 186* Duty Days (8.5 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (R01) Semester Units Less than 60 Units	Class II (R02) Semester Units 60-89 Units	Class III (R03) Semester Units 90 Units No Degree	Class IV (R04) Semester Units BA w/o Credential	Class V (R05) Semester Units BA with Credential
R-1	\$34,460.11	\$37,095.64	\$39,587.77	\$41,993.89	\$44,801.11
R-2	\$37,095.64	\$39,587.77	\$41,993.89	\$44,801.11	\$47,178.62
R-3	\$39,587.77	\$41,993.89	\$44,801.11	\$47,178.62	\$49,842.76
R-4	\$41,993.89	\$44,801.11	\$47,178.62	\$49,842.76	\$52,334.89
R-5		\$47,178.62	\$49,842.76	\$52,334.89	\$53,480.80
R-6			\$52,334.89	\$53,480.80	\$57,748.87
R-7				\$57,748.87	\$60,212.54
R-8					\$62,733.29

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule R: Pre-Kindergarten Teachers 186* Duty Days (8.5 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (R01) Semester Units Less than 60 Units	Class II (R02) Semester Units 60-89 Units	Class III (R03) Semester Units 90 Units No Degree	Class IV (R04) Semester Units BA w/o Credential	Class V (R05) Semester Units BA with Credential
R-1	\$21.7964	\$23.4634	\$25.0397	\$26.5616	\$28.3372
R-2	\$23.4634	\$25.0397	\$26.5616	\$28.3372	\$29.8410
R-3	\$25.0397	\$26.5616	\$28.3372	\$29.8410	\$31.5261
R-4	\$26.5616	\$28.3372	\$29.8410	\$31.5261	\$33.1024
R-5		\$29.8410	\$31.5261	\$33.1024	\$33.8272
R-6			\$33.1024	\$33.8272	\$36.5268
R-7				\$36.5268	\$38.0851
R-8					\$39.6795

Pre-Kindergarten teachers who teach two class sessions shall have the option, after consulting with the principal, of scheduling a 30 minute duty-free lunch period. This period shall be outside of the four (4) hour time block required for each class session. Pre-Kindergarten teachers shall be able to submit up to three (3) hours per class per month for extra duty hours, in accordance with the existing requirements.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (R04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	\$923.9819	\$58,672.8527
12	3.20%	\$1,847.9639	\$59,596.8347
13	4.80%	\$2,771.9458	\$60,520.8166
14	6.40%	\$3,695.9277	\$61,444.7985
15	8.00%	\$4,619.9097	\$62,368.7805

Year 2021-22

No pay change

Additions increase effective 7/1/2021

Board approved **PENDING**

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-8

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Revised 2021/22 Career Technical Ed/Vocational Ed Teachers, Lori Ann Infant Center, Teachers on Special Assignment, and Pre-Kindergarten Teachers Salary Schedules (8.5 hours)

ITEM DESCRIPTION: Included for the Board's consideration and approval are the following revised salary schedules which reflect the agreed upon 4% salary increase:

- 2021/22 Schedule A - Career Technical Ed/Vocational Ed Teachers Annual Salary Schedule 188 Duty Days (8.5-hours Work Day)
- 2021/22 Schedule A - Lori Ann Infant Center Annual Salary Schedule 200 Duty Days (8.5-hours Work Day)
- 2021/22 Schedule A - Teachers on Special Assignment Annual Salary Schedule 207 Duty Days (8.5-hours Work Day)
- Schedule R - Pre-Kindergarten Teachers Annual Salary Schedule 186 Duty Days (8.5-hours Work Day)

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

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

PREPARED BY: Manjit Atwal,
Executive Director

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

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

Paul Idsvoog

SUPERINTENDENT APPROVAL:

Robert L. Nelson

FRESNO UNIFIED SCHOOL DISTRICT**NEW**

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule A: Career Technical Ed/Vocational Ed Teachers 188* Duty Days (8.5 hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or comparable service

Placement for CTE/Voc Ed teachers is found under Article 66 of the FTA CBA

Level (Step)	Class I (A01) Preliminary Cred	Class II (A02) Clear Cred	Class III (A03) Semester Units Clear Cred + 15 Units	Class IV (A04) Clear Cred + BA	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$53,825.91	\$57,055.47	\$60,285.19	\$63,514.43	\$65,419.88
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Full-Credentialed Teachers

1	\$57,055.47	\$60,285.19	\$63,514.43	\$66,744.15	\$68,746.28
2	\$60,285.19	\$63,514.43	\$66,744.15	\$69,973.86	\$72,072.84
3	\$63,514.43	\$66,744.15	\$69,973.86	\$73,203.42	\$75,399.39
4	\$66,744.15	\$69,973.86	\$73,203.42	\$76,432.66	\$78,725.63
5	\$69,973.86	\$73,203.42	\$76,432.66	\$79,662.38	\$82,052.35
6		\$76,432.66	\$79,662.38	\$82,891.94	\$85,378.58
7		\$79,662.38	\$82,891.94	\$86,121.49	\$88,705.14
8			\$86,121.49	\$89,350.89	\$92,031.54
9			\$89,350.89	\$92,580.77	\$95,358.09
10				\$95,810.17	\$98,684.49

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning the professional development office prior to the beginning of the new school year.

To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e., if started A05 in 2015-16 school year, additional 9 units must be completed by July 1, 2018, etc.)

Rates set forth for Class V (A05) are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

ADDITIONS TO PLACEMENT ON THE BASIC ANNUAL SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,532.96	\$97,343.13	\$100,263.44
12	3.20%	\$3,065.93	\$98,876.09	\$101,842.39
13	4.80%	\$4,598.89	\$100,409.06	\$103,421.35
14	6.40%	\$6,131.85	\$101,942.02	\$105,000.30
15	8.00%	\$7,664.81	\$103,474.98	\$106,579.25

Year 2021-22

4% increase effective 7/1/2021

Additions increase effective 7/1/2021

Board approved **PENDING**

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

FRESNO UNIFIED SCHOOL DISTRICT**NEW**

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule A: Lori Ann Infant Center 200* Duty Days (8.5 hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$57,261.61	\$60,697.31	\$64,133.18	\$67,568.54	\$69,595.62
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Full-Credentialed Teachers

1**	\$60,697.31	\$64,133.18	\$67,568.54	\$71,004.41	\$73,134.34
2	\$64,133.18	\$67,568.54	\$71,004.41	\$74,440.28	\$76,673.23
3	\$67,568.54	\$71,004.41	\$74,440.28	\$77,875.98	\$80,212.12
4	\$71,004.41	\$74,440.28	\$77,875.98	\$81,311.34	\$83,750.67
5	\$74,440.28	\$77,875.98	\$81,311.34	\$84,747.21	\$87,289.73
6	\$77,875.98	\$81,311.34	\$84,747.21	\$88,182.91	\$90,828.28
7	\$81,311.34	\$84,747.21	\$88,182.91	\$91,618.61	\$94,367.17
8		\$88,182.91	\$91,618.61	\$95,054.14	\$97,905.89
9			\$95,054.14	\$98,490.18	\$101,444.78
10				\$101,925.71	\$104,983.50

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class I (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class I (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e., if started A05 in 2015-16 school year, additional 9 units must be completed by July 1, 2018, etc.)

Rates set forth for Class V (A05) are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*
* Additions are non-cumulative	

Special Education Teachers receive a \$1500 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,630.81	\$103,556.52	\$106,663.24
12	3.20%	\$3,261.62	\$105,187.33	\$108,342.97
13	4.80%	\$4,892.43	\$106,818.14	\$110,022.71
14	6.40%	\$6,523.25	\$108,448.96	\$111,702.44
15	8.00%	\$8,154.06	\$110,079.77	\$113,382.18

Year 2021-22

4% increase effective 7/1/2021

Additions increase effective 7/1/2021

Board approved **PENDING**

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

FRESNO UNIFIED SCHOOL DISTRICT**NEW**

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule A: Teachers on Special Assignment 207* Duty Days 8.5 hours

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching service

Level (Step)	Class I (A01) Semester Units BA + 30-44 units BA <30**	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
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Non-Credentialed Teachers

0	\$59,265.77	\$62,821.72	\$66,377.84	\$69,933.44	\$72,031.47
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Full-Credentialed Teachers

1**	\$62,821.72	\$66,377.84	\$69,933.44	\$73,489.56	\$75,694.04
2	\$66,377.84	\$69,933.44	\$73,489.56	\$77,045.69	\$79,356.79
3	\$69,933.44	\$73,489.56	\$77,045.69	\$80,601.64	\$83,019.54
4	\$73,489.56	\$77,045.69	\$80,601.64	\$84,157.24	\$86,681.94
5	\$77,045.69	\$80,601.64	\$84,157.24	\$87,713.36	\$90,344.87
6	\$80,601.64	\$84,157.24	\$87,713.36	\$91,269.31	\$94,007.27
7	\$84,157.24	\$87,713.36	\$91,269.31	\$94,825.26	\$97,670.02
8		\$91,269.31	\$94,825.26	\$98,381.03	\$101,332.60
9			\$98,381.03	\$101,937.34	\$104,995.35
10				\$105,493.11	\$108,657.92

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below solid line available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.
To remain on Class V (A05), 9 additional units of District continual professional learning must be completed every 3 years (i.e., if started A05 in 2015-16 school year, additional 9 units must be completed by July 1, 2018, etc.)
Rates set forth for Class V (A05) are based on the current Salary Schedule and will be updated to reflect any negotiated changes.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a \$1500 stipend for a completed full school year. Bilingual Teachers receive a \$500 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	\$1,687.89	\$107,181.00	\$110,396.45
12	3.20%	\$3,375.78	\$108,868.89	\$112,134.98
13	4.80%	\$5,063.67	\$110,556.78	\$113,873.50
14	6.40%	\$6,751.56	\$112,244.67	\$115,612.03
15	8.00%	\$8,439.45	\$113,932.56	\$117,350.56

Year 2021-22

4% increase effective 7/1/2021

Additions increase effective 7/1/2021

Board approved **PENDING**

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

FRESNO UNIFIED SCHOOL DISTRICT**NEW**

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule R: Pre-Kindergarten Teachers 186* Duty Days (8.5 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (R01) Semester Units Less than 60 Units	Class II (R02) Semester Units 60-89 Units	Class III (R03) Semester Units 90 Units No Degree	Class IV (R04) Semester Units BA w/o Credential	Class V (R05) Semester Units BA with Credential
R-1	\$35,838.58	\$38,579.40	\$41,171.30	\$43,673.70	\$46,593.18
R-2	\$38,579.40	\$41,171.30	\$43,673.70	\$46,593.18	\$49,065.70
R-3	\$41,171.30	\$43,673.70	\$46,593.18	\$49,065.70	\$51,836.41
R-4	\$43,673.70	\$46,593.18	\$49,065.70	\$51,836.41	\$54,428.30
R-5		\$49,065.70	\$51,836.41	\$54,428.30	\$55,620.05
R-6			\$54,428.30	\$55,620.05	\$60,058.87
R-7				\$60,058.87	\$62,621.04
R-8					\$65,242.65

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule R: Pre-Kindergarten Teachers 186* Duty Days (8.5 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (R01) Semester Units Less than 60 Units	Class II (R02) Semester Units 60-89 Units	Class III (R03) Semester Units 90 Units No Degree	Class IV (R04) Semester Units BA w/o Credential	Class V (R05) Semester Units BA with Credential
R-1	\$22.6683	\$24.4019	\$26.0413	\$27.6241	\$29.4707
R-2	\$24.4019	\$26.0413	\$27.6241	\$29.4707	\$31.0346
R-3	\$26.0413	\$27.6241	\$29.4707	\$31.0346	\$32.7871
R-4	\$27.6241	\$29.4707	\$31.0346	\$32.7871	\$34.4265
R-5		\$31.0346	\$32.7871	\$34.4265	\$35.1803
R-6			\$34.4265	\$35.1803	\$37.9879
R-7				\$37.9879	\$39.6085
R-8					\$41.2667

Pre-Kindergarten teachers who teach two class sessions shall have the option, after consulting with the principal, of scheduling a 30 minute duty-free lunch period. This period shall be outside of the four (4) hour time block required for each class session. Pre-Kindergarten teachers shall be able to submit up to three (3) hours per class per month for extra duty hours, in accordance with the existing requirements.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	\$500 for BA + 90*
Annual	\$1000 for M.A. on all classes*
Annual	\$1500 for earned Doctorate*
Annual	\$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (R04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	\$960.9419	\$61,019.8118
12	3.20%	\$1,921.8838	\$61,980.7537
13	4.80%	\$2,882.8258	\$62,941.6957
14	6.40%	\$3,843.7677	\$63,902.6376
15	8.00%	\$4,804.7096	\$64,863.5795

Year 2021-22

4% increase effective 7/1/2021

Additions increase effective 7/1/2021

Board approved **PENDING**

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Position and Revised Job Description for Director, Risk Management, Salary Placement for Chief Executive from E-33 to E-32, and Respective Classified Management 261 Duty Day Salary Schedule

ITEM DESCRIPTION: Included in the Board binders is a revision to the Job Description for Director, Risk Management and revision to the Classified Management 261 Duty Day Salary Schedule adding the position of Director, Risk Management and Revising the Salary Placement for Chief Executive from E-33 to E-32.

FINANCIAL SUMMARY: Sufficient funds are available in the Human Resources budget.

PREPARED BY: Manjit Atwal,
Executive Director

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

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

Paul Idsvoog

SUPERINTENDENT APPROVAL:

Robert L. Nelson

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Director, Benefits & Risk Management	REPORTS TO: Deputy Superintendent Assigned Supervisor
DEPARTMENT:	Risk Management	CLASSIFICATION: Management
FLSA:	Exempt	WORK YEAR: Varies
BOARD APPROVAL:		SALARY: E-27/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of assigned functions and activities; plan, organize, control and direct the District's general liability program and worker's' compensation ~~and employee benefits~~ programs to provide timely delivery of high quality services to staff, sites and departments; review and analyze the District's current position for compliance; supervise, provide clear work direction and evaluate the performance of assigned personnel.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Plan, organize, control and direct a variety of programs and activities related to ~~employee benefits and~~ risk management to meet the needs of the sites, departments and outside agencies. *E*

Review and analyze the District's current position for compliance with established codes, laws and procedures related to general liability, ~~and worker's' compensation and benefits~~; make required changes to bring the District to compliance. *E*

Receive and process claims against the District; develop and coordinate District claims against others; investigate claims and represent the District at court or related meetings. *E*

Administer a variety of insurance programs. *E*

Review all District contracts and approve in accordance with established District contract guidelines. *E*

Provide technical expertise regarding assigned functions; formulate and develop effective policies and procedures to accomplished stated goals. *E*

Develop, plan and implement strategic long and short-term plans and activities; compile information and make decisions regarding the needs, objectives and programs of assigned area(s). *E*

Direct preparation and maintenance of a variety of narrative and statistical reports, records and files; review and analyze to ensure accuracy of data; prepare a variety of correspondences

Communicate and collaborate with other administrators, District personnel and vendors to coordinate activities and programs, resolve issues and conflicts and exchange information. **E**

Supervise, provide clear work direction and evaluate the performance of assigned staff; provide clear, constructive feedback to improve staff effectiveness; interview and select highly qualified employees; recommend performance improvement plan, transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of staff. **E**

Develop and prepare the annual budget for the ~~employee benefits and~~ risk management functions of the District; analyze and review budgetary and financial data to ensure data accuracy; monitor and authorize expenditures in accordance with established guidelines to ensure the financial stability of the District. **E**

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: bachelor's degree in business administration, public administration or related field and five years increasingly responsible supervisory experience.

LICENSES AND OTHER REQUIREMENTS: Required prior to employment.

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of the District's risk management ~~and employee~~ ~~benefits~~ programs.

Budget preparation and control.

Claims handling procedures.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.

Principles and practices of management.

Applicable laws, codes, regulations, policies and procedures related to ~~benefits,~~ worker's' compensation and risk management.

Labor Relations law and employee contracts.

Accurate record-keeping techniques.

Operation of a computer to enter data, maintain records and generate reports.

District organization, operations, policies, objectives and goals.

ABILITY TO:

Plan, organize and administer the District's general liability program, ~~and~~ worker's' compensation ~~and employee benefits~~ programs.

Review and analyze the District's current position for compliance.
Work collaboratively and build positive relationships with a diverse group of stakeholders.
Demonstrate leadership to all stakeholders by inspiring and motivating others to reach a common goal.
Communicate, understand and follow both oral and written directions.
Interpret, comprehend, apply and explain rules, regulations, policies and procedures related to assigned area(s).
Analyze situations accurately and adopt an effective course of action.
Plan, prioritize and organize work to meet schedules and timelines.
Work independently with little direction.
Prepare comprehensive narrative and statistical reports.
Supervise and evaluate the performance of assigned staff.
Dispense corrective feedback in a manner that inspires accountability among colleagues and direct reports.
Demonstrate loyalty and high ethical standards.
Focus and appropriately allocate resources toward identified goals.
Manage change and design an effective system of reporting progress and monitoring results.
Negotiate skillfully in difficult situations and create solutions to promote compromise.
Think outside the box and develop new methods or solutions inspiring others to reach a common goal.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; fast-paced work; constant interruptions.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, seeing and hearing to exchange information and make presentations; seeing to monitor programs and assure compliance; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally, kneeling, crouching or bending at the waist to retrieve or store files; sitting or standing for extended periods of time

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

Fresno Unified School District

Classified Management Daily Salary Schedule 2021-22

Effective ~~January 19, 2022~~ January 1, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E33	Chief Equity and Access	E200	\$639.20	\$672.84	\$708.26	\$745.54	\$784.78
	Chief Executive	E236					
	Chief Financial Officer	E260					
	Chief Operational Services	E169					
	Senior Executive	E227					
	Chief Human Resources/Labor Relations	E180					
E32	Chief Engagement and External Partnership Officer	E259	\$576.00	\$604.80	\$635.04	\$666.80	\$700.14
	Chief Executive	E236					
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
E31	Assistant Superintendent	E159	\$516.59	\$542.42	\$569.55	\$598.02	\$627.93
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
E30	Executive Officer, District & School Accountability & Improvement	E104	\$486.61	\$510.94	\$536.49	\$563.31	\$591.48
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
E29	Administrator (General)	E195	\$456.63	\$479.45	\$503.43	\$528.59	\$555.03
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
	Executive Director, Research Evaluation and Assessment	E094					
E27	Director (General)	E219	\$431.60	\$453.16	\$475.80	\$499.61	\$524.60
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					
	Director, Fiscal Services	E073					

Year 2021-22

4% increase effective 7/1/2021

Additions increase effective 7/1/2021

Board approved **PENDING**

Fresno Unified School District

Classified Management Daily Salary Schedule 2021-22

Effective ~~January 19, 2022~~ February 17, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E27	Director, Food Services	E074	\$431.60	\$453.16	\$475.80	\$499.61	\$524.60
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272					
E26	Administrative Analyst	E015	\$411.03	\$431.60	\$453.16	\$475.80	\$499.61
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
E25	Manager II (General)	E211	\$391.46	\$411.03	\$431.60	\$453.16	\$475.80
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
E24	Manager II, Specialized Programs	E245					
	Business Operations Manager (General)	E213	\$372.83	\$391.46	\$411.03	\$431.60	\$453.16
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
E23	Executive Assistant to Superintendent	E024	\$355.07	\$372.83	\$391.46	\$411.03	\$431.60
E22	Analyst II, Budget	E261	\$338.17	\$355.07	\$372.83	\$391.46	\$410.32
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					
	Project Maintenance & Operations Manager	E256					

Year 2021-22

4% increase effective 7/1/2021

Additions increase effective 7/1/2021

Board approved **PENDING**

Fresno Unified School District

Classified Management Daily Salary Schedule 2021-22

Effective ~~January 19, 2022~~ February 17, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
E21	Analyst II, Accounting/Payroll	E199	\$322.06	\$338.17	\$355.07	\$372.83	\$391.47
	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
E20	Coordinator I, Benefits	E032	\$306.73	\$322.06	\$338.17	\$355.07	\$372.83
	Coordinator I, Energy Management	E232					
E19	Coordinator I, Purchasing	E127	\$292.11	\$306.73	\$322.06	\$338.17	\$355.07
	Coordinator I, Workers' Compensation	E175					
E18	Analyst I, Budget	E262					
	Analyst I, Workers' Compensation	E019	\$278.20	\$292.11	\$306.73	\$322.06	\$338.17
	Coordinator I, Warehouse Services	E133					
E17	Analyst I, Fiscal Services	E016	\$265.09	\$278.20	\$292.11	\$306.73	\$322.06
	Analyst I (General)	E218					
	Analyst I, Information Systems	E197					
	Analyst I, Human Resources	E018					
	District Supervisor II, Food Services	E117					
	Supervisor, Accounting	E267					
	Supervisor, Employee Service Center	E269					
	Supervisor, Environmental Services	E173					
	Supervisor, Payroll	E268					
E16	District Supervisor II, Energy Educator	E135	\$252.34	\$264.94	\$278.20	\$292.11	\$306.73
E15	Athletic Trainer (Certified)	E229	\$240.32	\$252.34	\$264.94	\$278.20	\$292.11
	District Supervisor I, Food Services	E116					
	District Supervisor I, Risk Management Claims	E209					
	Nutritionist	E136					
E13	District Supervisor I, Custodial Services	E030	\$217.99	\$228.88	\$240.32	\$252.34	\$264.94
	District Supervisor I, Graphic Services	E174					

Year 2021-22

4% increase effective 7/1/2021

Additions increase effective 7/1/2021

Board approved **PENDING**

Fresno Unified School District

Classified Management Daily Salary Schedule 2021-22

Effective ~~January 19, 2022~~ February 17, 2022

Management 261 Duty Days*

<u>Grade</u>	<u>Job Title</u>	<u>Job Code</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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Duty Year of 261 reflects 228 duty days, 13 holidays plus 20 vacation days

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

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

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

Annual \$1500 for Earned Doctorate*

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

*Additions are non-cumulative

The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of 248 for 12-month employees.

B. MENTOR/LEADERSHIP COACH INCREMENT

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

C. CHALLENGING ASSIGNMENT INCENTIVE

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

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

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

Year 2021-22

4% increase effective 7/1/2021

Additions increase effective 7/1/2021

Board approved **PENDING**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-9a

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Revised Job Description for Executive Director, Health Services

ITEM DESCRIPTION: Included in the Board binders is the revised job description for Executive Director, Health Services.

The revision to the job description designates the Administrative Credential with specialization in Health and Administrative Services Credential as preferred. The district has been recruiting since June 2021 for this position with job postings and no qualified candidates have responded to the posting with the current job requirements. The revision to the job description will allow for an expanded candidate pool.

This position is designated Management, exempt and placed E-29 of the Classified Management 261 Daily Salary Schedule.

FINANCIAL SUMMARY: Sufficient funds are available in the Human Resources budget.

PREPARED BY: Manjit Atwal,
Executive Director

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

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

Paul Idsvoog

SUPERINTENDENT APPROVAL:

Robert L. Nelson

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Executive Director, Health Services	REPORTS TO:	Superintendent
DEPARTMENT:	Health Services	CLASSIFICATION:	Management
FLSA:	Exempt	WORK YEAR:	Varies
BOARD APPROVAL:		SALARY:	E-29/Management Salary Schedule
BASIC FUNCTION:			

Accountable for improving student achievement through the effective management of the Health Services Department assigned functions and activities; plan, organize, direct and oversee the overall functioning and management of the assigned department(s) of the District which may include budgeting, planning, staffing resource allocation, and customer services and support to ensure effectiveness of a comprehensive school health program; collaborate with other departments and offices to effectively carry out the business functions of the assigned department; provide timely support and assistance to district leaders, site leaders, and other staff as needed to meet District goals; supervise and evaluate the performance of assigned personnel and provide clear, constructive feedback in support of professional learning to improve staff effectiveness.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below (E). This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Direct and coordinate the functions of budgeting, fiscal control, accounting, purchasing, personnel, grant preparation and analysis, contract administration, capital improvements and computer operations. *E*

Conduct or direct complex studies pertaining to a variety of administrative and operational problems; determine appropriate action for improvement; advise department director on findings and methods of effective solution; prepare written reports and make presentations to various groups and officials. *E*

Assist in establishing and implementing organizational policies and procedures for department operations to provide timely delivery of high-quality services; monitor effectiveness of policies and procedures and make revisions or recommendations for improvement as appropriate. *E*

Review, develop and communicate health policies to others to ensure comprehension of services and programs provided to students and staff. *E*

Coordinate, plan, implement, and evaluate the District school nursing programs and provide recommendation for improvement to provide high quality services to students; provide services

and training to nurses, aides and other employee groups to assist students to achieve their personal best; arrange for substitutes as needed. *E*

Develop and prepare the annual budget for the health department; analyze and review budgetary and financial data to ensure data accuracy; explain needs and provide justification for items; monitor and authorize expenditures in accordance with established guidelines to ensure the financial stability of the District. *E*

Collaborate with public and private agencies in providing health services to students; oversee and supervise the District Child Health and Disability Prevention (CHDP) program and the billing of outside agencies for services provided to students in accordance to established guidelines. *E*

Serve on a variety of committees and attend various District and community meetings regarding health issues; responsible for community health to provide high quality health services to the District's most underserved communities. *E*

Order and maintain inventory to ensure proper allocation of resources; assign equipment and supplies. *E*

Provide technical expertise regarding assigned functions; formulate and develop effective policies and procedures to accomplished stated goals. *E*

Develop, plan and implement strategic long and short-term plans and activities; perform program analysis, compile information and make decisions regarding the needs, objectives and programs of assigned area(s). *E*

Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files; compile and submit reports to State agencies and the Board as appropriate. *E*

Communicate and collaborate with other administrators, District personnel and private or public contractors to coordinate health activities and programs to assist students with physical health, mental health and social service needs; resolve issues and conflicts and exchange information. *E*

Coordinate all audits related to departmental or program operation and services; explain procedures to auditors and serve as reference for questions. *E*

Review, interpret, and analyze new and proposed legislation; determine effect of legislation on operations and programs of the organization served; advise superiors of findings; take appropriate action in order to ensure compliance with existing rules and regulations; propose legislation if appropriate. *E*

Manage and direct personnel actions; define and resolve complex work problems; establish work standards and operational objectives in assigned areas of responsibility. *E*

Supervise, provide clear work direction and evaluate the performance of assigned staff; provide clear, constructive feedback to improve staff effectiveness; interview and select highly

qualified employees; recommend performance improvement plan, transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of staff. *E*

Provide technical administrative support to departmental management, committees, or other personnel as assigned. *E*

Make presentations to the Board regarding plans, projects, needs and other information to ensure appropriate communication. *E*

Meet with departments, agencies, committees, community groups and public officials to coordinate and implement various projects and programs. *E*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: bachelor's degree in health, nursing or related field and three years directly related, progressively responsible management experience and at least five years school nursing experience; advanced or Master's degree preferred.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license; valid California Registered Nurse License; ~~and~~ designated Services Credential with specialization in Health and Administrative Services Credential **preferred**; current Cardiopulmonary Resuscitation (CPR)/First Aid/AED (Automated External Defibrillator) certification issued by an approved program.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of the Health Services of the District.

Fundamental principles and best practices of Health Services for effective operation of programs.

Applicable laws, codes, regulations, policies and procedures including Health and Safety, and Education codes.

Understanding and use of standard school nurse equipment.

Budget preparation and control, including Medi-Cal billing.

Analytical and problem-solving techniques.

Emergency/disaster practices.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.
Principles and practices of management.
Computer hardware systems, software applications, and languages utilized by the District.
Operation of a computer to enter data, maintain records and generate reports.
Labor Relations law and employee contracts.
Accurate record-keeping techniques.
District organization, operations, policies, objectives and goals.

ABILITY TO:

Plan, organize and administer the health services of the District.
Communicate health issues effectively both orally and in writing.
Work collaboratively and build positive relationships with a diverse group of stakeholders.
Demonstrate leadership to all stakeholders by inspiring and motivating others to reach a common goal.
Communicate, understand and both oral and written directions.
Interpret, comprehend, apply and explain rules, regulations, policies and procedures related to assigned area(s).
Maintain current knowledge of trends in the assigned field.
Analyze situations accurately and adopt an effective course of action.
Plan, prioritize and organize work to meet schedules and timelines.
Work independently and effectively with minimal direction.
Prepare comprehensive narrative and statistical reports.
Supervise and evaluate the performance of assigned staff.
Dispense corrective feedback in a manner that inspires accountability among colleagues and direct reports.
Demonstrate loyalty and high ethical standards.
Focus and appropriately allocate resources toward identified goals.
Manage change and design an effective system of reporting progress and monitoring results.
Negotiate skillfully in difficult situations and create solutions to promote compromise.
Think outside the box and develop new methods or solutions inspiring others to reach a common goal.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; fast-paced work, constant interruptions.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor health services and assure compliance; dexterity to

operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally, kneeling, crouching or bending at the waist to retrieve or store files; sitting or standing for extended periods of; lifting light objects.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Award of Bid 22-18, Ewing and Turner Elementary Schools Unit Ventilation, EMS, and Central Plant Equipment Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-18, to improve classroom ventilation and heating/air conditioning by replacing unit ventilators, energy management systems, and central plant equipment at Ewing and Turner Elementary Schools. The project will provide new, more energy efficient equipment, capable of providing MERV-13 filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

This is the first of a series of planned projects utilizing \$12 million in ESSER III funds allocated by the Board to replace equipment at approximately 16 schools identified as the most in need of upgrades and least complicated projects, allowing for faster implementation. The plan is to bid one project (two sites) per month over the next year to pace the work in recognition of design and material/equipment delivery capabilities given current market conditions. In addition, HVAC systems district-wide are being evaluated to develop long-range scopes of work and cost estimates to upgrade all schools to MERV-13 filtration. Schools were not originally designed to accommodate MERV-13 filtration capabilities.

The request for bids was lawfully advertised on November 24, 2021. Notifications were sent to 53 firms plus five construction trade publications, and the district received two responses. Bids were opened on January 12, 2022. Staff recommends award to the lowest responsive, responsible bidder:

New England Sheet Metal and Mechanical Co. (Fresno, California) \$1,816,800

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,816,800 are available in the Elementary and Secondary School Emergency Relief III (ESSER III) Fund.

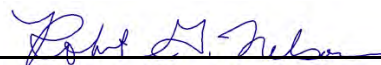
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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. 22-18, EWING AND TURNER ELEMENTARY SCHOOLS UNIT VENTILATION, EMS, AND CENTRAL PLANT
EQUIPMENT REPLACEMENT

Bid Opening Date: January 12, 2022 prior to 2:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
New England Sheet Metal and Mechanical Co.	Fresno	\$1,816,800
Strategic Mechanical, Inc.	Fresno	\$1,831,000

Low bid determined by Base Bid.

Staff recommends award of \$1,816,800 to New England Sheet Metal and Mechanical Co., the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

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 Grant Application to the 2022 Fresh Fruit and Vegetable Program

ITEM DESCRIPTION: It is recommended the Board approve a grant application to the 2022 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education. The FFVP provides funding to support daily fresh fruit and vegetable snacks for students at participating elementary and K-8 schools. Funding is sought for 69 schools that meet the eligibility criteria of 50% or more students eligible for free/reduced-price meals; grant awards will be based on these percentages.

The 60 currently funded elementary schools seeking continued FFVP funding are: Addams, Anthony, Ayer, Aynesworth, Bakman, Balderas, Bethune, Birney, Burroughs, Calwa, Centennial, Columbia, Del Mar, Easterby, Ericson, Ewing, Fremont, Greenberg, Hamilton, Heaton, Hidalgo, Holland, Homan, Jackson, Jefferson, King, Kirk, Kratt, Lane, Lawless, Leavenworth, Lincoln, Lowell, McCardle, Mayfair, Muir, Norseman, Olmos, Phoenix, Powers, Pyle, Robinson, Roeding, Rowell, Slater, Storey, Sunset, Thomas, Turner, Vang Pao, Viking, Vinland, Wawona, Webster, Williams, Wilson, Winchell, Wishon, Wolters, and Yokomi.

FFVP applications will also be submitted for the nine schools not currently funded: Addicott, Bullard Talent, Eaton, Figarden, Forkner, Gibson, Malloch, Manchester, and Starr. Students at these schools currently receive FFVP snacks, supported by the general fund. The 2022/23 Nutrition Services budget will continue to include funding for elementary and K-8 schools not covered by the FFVP grant.

Fresno Unified has received FFVP grant funding for multiple years and leads the state in the number of schools participating in the program.

FINANCIAL SUMMARY: The grant will fund \$50-\$75 per student for purchase of fruits and vegetables.

PREPARED BY: Amanda Harvey,
Director of Food Services

DIVISION: Operational Services
PHONE NUMBER: 457-6278

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

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 Project Labor Agreement By and Between Fresno Unified School District and Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions for the Construction of the Francine and Murray Farber Educational Campus; and Approve Award of Bid 22-21, Francine and Murray Farber Educational Campus

ITEM DESCRIPTION: Included in the Board binders and recommended for approval is the Project Labor Agreement (PLA) between Fresno Unified School District and the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions, for construction of the Francine and Murray Farber Educational Campus. Also included in the Board binders is information on Bid 22-21, recommended for award in conjunction with the PLA to construct the new 82,000 square foot Farber Campus at the district-owned site at Ventura Avenue and 10th Street. Approval of this item will approve the PLA and award the bid for construction of the project.

The two-story Academic and Administration Building will house 22 general classrooms, four science classrooms, and two science labs for independent study and credit recovery programs currently housed at J.E. Young and Cambridge High Schools plus offices, meeting space, the Educational Resource Center, and three early learning classrooms with restrooms and support spaces. The Student Union/ Career Technical Education (CTE) Building will contain a classroom, workspace, and an indoor-outdoor forklift training facility for the CTE Warehousing and Logistics pathway, as well as a dining facility with student union environment. The project also includes early learning playgrounds, common area landscaping and hardscape, lighted/secured parking areas, and preparation of building pads and utilities for future facilities at the site. The campus is planned to open in August 2024.

The PLA, which applies only to the Farber Campus project, was included in the project bid documents per the Board's direction on September 8, 2021. It is a contract with terms, work site conditions, worker qualifications, dispute resolution processes, and other provisions. Similar to the PLA for the Herrera Elementary School project, the contract includes internship and pre-apprenticeship opportunities for district students. Incorporating the PLA into the bid documents provides notice to bidders that contractors and subcontractors will be bound by the PLA's terms and conditions as a condition of award.

Bid 22-21 was lawfully advertised on November 9th and 16th, 2021. Notifications were sent to 110 firms plus five construction trade publications, and the district received five responses. Bids were opened on December 14, 2021. Staff recommends award to the lowest responsive, responsible bidder:

Davis Moreno Construction, Inc. (Fresno, California) \$47,847,268

In accordance with Public Contract Code 20111, the bids submitted by Harris Construction Co., Inc, Bernards Bros., Inc., and AMG & Associates, Inc. were rejected as non-responsive due to listing a subcontractor for site utilities which was not prequalified as required per the bid documents.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$47,847,268 are available in the Measure M 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. 22-21 FRANCINE AND MURRAY FARBER EDUCATIONAL CAMPUS

Bid Opening Date: December 14, 2021 prior to 2:01 P.M.

Buyer: Toni Jorge

CONTRACTOR	CITY	BASE BID 1 FRANCINE AND MURRAY FARBER EDUCATIONAL CAMPUS	ADD ALT. 1 OUTDOOR PLATFORM	ADD ALT. 2 TRAFFIC SIGNAL WORK	ADD ALT. 3 CABINET WITH SINK/BUBBLER	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Davis Moreno Construction, Inc.	Fresno	\$47,000,000	\$103,299	\$721,593	\$22,376	\$47,847,268	\$47,847,268
Harris Construction Co., Inc.	Fresno	\$46,950,000	\$100,000	\$870,000	\$30,000	\$47,950,000	
Bernards Bros., Inc.	Fresno	\$49,335,000	\$134,000	\$892,000	\$40,000	\$50,401,000	
AMG & Associates, Inc.	Santa Clarita	\$49,778,000	\$162,000	\$834,000	\$46,000	\$50,820,000	
Thompson Builders Corporation	Novato	\$51,828,000	\$150,229	\$2,051,871	\$58,900	\$54,089,000	

Low bid determined by Base Bid plus All Add Alternate item:

Staff recommends award of \$47,847,268 to Davis Moreno Construction, Inc., the lowest responsive, responsible bidder for Base Bid and additive alternate items.

In accordance with Public Contract Code 20111, Staff recommends rejecting Harris Construction Co., Inc, Bernards Bros., Inc., and AMG & Associates, Inc. bids as non-responsive due to listing a subcontractor for Site Utilities which was not prequalified as required per the bid documents.



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

December 8, 2021

ADDENDUM No. 8
FRANCINE AND MURRAY FARBER EDUCATIONAL CAMPUS
Bid No. 22-21

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above-entitled specifications for Fresno Unified School District with a scheduled bid opening on **December 14, 2021** prior to 2:01 P.M. All changes and/or clarifications will appear in **bold** type and deletions will be struck out in revised sentences.

Incorporate the following into your bid response.

I. REFERENCE: PROJECT LABOR AGREEMENT

Add: Incorporate Signed Agreement

See attached Project Labor Agreement signed by
Insulators & Allied Workers Local 16
Boilermakers Local 549
Bricklayers, Tile Setters & Allied Crafts 3
Electricians Local 100
Iron Workers Local 155
Laborers Local 294
District Council 16 Local Union 294
Plumbers & Pipe Fitters Local 246
Plasterers & Cement Masons Local 300
Road Sprinkler Fitters Local 669
Roofers and Waterproofers Local 27
Sheet Metal Workers Local 104
Teamsters Local 431
Underground Utility/Landscape 355
Operating Engineers Local 3

Acknowledge receipt and understanding of this addendum in designated area of the Bid Form.


Ann Looz (Dec 8, 2021 15:42 PST)

Ann Looz
Executive Director, Purchasing

PROJECT LABOR AGREEMENT
BY AND BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
FRESNO, MADERA, KINGS AND TULARE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL
AND
THE SIGNATORY CRAFT COUNCILS AND UNIONS
FOR THE CONSTRUCTION OF THE FRANCINE AND
MURRAY FARBER EDUCATIONAL CAMPUS

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**FRESNO UNIFIED SCHOOL DISTRICT
PROJECT LABOR AGREEMENT
FOR CONSTRUCTION OF THE
FARBER EDUCATIONAL CAMPUS PROJECT**

This Project Labor Agreement (the “**Agreement**”) is entered into by and among the Board of Education for the Fresno Unified School District (the “**District**”), the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council (the “**Council**”), and the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the “**Union**” or “**Unions**”). This Agreement establishes the labor relations guidelines and procedures for the District and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The District, Council and Unions are hereinafter referred to herein, as the context may require, as “**Party**” or “**Parties**.”

The Parties to this Agreement understand that if this Agreement is acceptable to the District, the policy of the District will be for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as “**Attachment A**”), and to require required subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

The District shall actively administer the obligations of this Agreement by ensuring that this Agreement is part of all contracts for Project Work and by developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and assist the Council in administering this Agreement. The Council shall monitor compliance with this Agreement.

The term “**Apprentice**” as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term “**Contractor(s)**” or “**Employer(s)**” as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an Independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.

The term “**Joint Labor/Management Apprenticeship Program**” as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term “**Letter of Assent**” as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the District and the Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements and conditions of this Agreement, in the letter attached hereto as Attachment A.

The term "Project" or "Project Work" as used in this Agreement means the District's New Francine and Murray Farber Educational Campus project.

The term "Master Labor Agreement" or "MLA" as used in this Agreement, means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 1 INTENT AND PURPOSE

Section 1.1 Background: The District's new construction and major rehabilitation projects will affect the school buildings and offices that are owned, leased or controlled by the District. The goal of this Project is to provide new construction and major rehabilitation of the District's facilities at the Project site so as to provide sufficient facilities and technologies to educate properly the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftsperson's, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District's goal that Project Work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment of District Residents: The vast amount of new school construction, substantial rehabilitation, and capital improvement work scheduled to be performed by the District will require large numbers of craft personnel and other supporting workers. The parties understand and intend to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or

outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those District residents and other individuals wishing to pursue a career in construction. Further, the District, the contractors, the Unions and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Local and Small Business: The Project will provide many opportunities for local and small business enterprises to participate as contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the District, and other organizations retained by the District for the purpose of encouraging and assisting the participation of local and small businesses in Project Work. Specifically, all parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of local and small businesses on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of local and small businesses, and residents of the District.

Section 1.4 Project Cooperation: The parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the parents and the students of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, all parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work. Further, the parties recognize that a force majeure event, a default or a termination of a construction contract could require the District to partially or fully suspend Project Work. The parties shall fully cooperate with any request by the District to redirect their equipment, skills and expertise to support the District's efforts necessitated by such events.

Section 1.5 Workers' Compensation Carve-out: Further, the parties recognize the potential which the Project may provide for the implementation of a cost effective workers' compensation system as permitted by California Labor Code, Section 3201.5, as revised. Should the District request, the Union parties agree to meet and negotiate in good faith with representatives of the

District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the Code.

Section 1.6 Peaceful Resolution of All Disputes: In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the contractors agree not to engage in any lockout, or any other action impairing or impeding the Project Work.

Section 1.7 Binding Agreement on Parties and Inclusion of District Residents and Businesses: By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

ARTICLE 2 SCOPE OF AGREEMENT

Section 2.1 General: This Agreement shall only apply to work which is contracted out by the District. This Agreement shall apply and is limited to all of the District's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for construction or rehabilitation.

Section 2.2 Covered Work:

(a) Specific: The Project is defined and limited to the District's New **Francine and Murray Farber Educational Campus Project**; however, carved out of this Agreement are all prime contracts and subcontracts flowing from that work that are One Hundred Fifty Thousand Dollars (\$150,000) or less with a cap on the carve out of five percent (5%) of the construction cost estimate for the Project. The cap shall not to be absorbed by any single craft.

(b) Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. To the fullest extent allowed by prevailing wage law and determinations of the California Department of Industrial Relations, Contractor(s), including brokers, of persons providing construction trucking work, shall provide certified payroll records to the District within ten (10) days of written request or as required by the bid specifications.

(c) The Parties understand that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered. It is understood by the Parties that the District may at any time, and at its sole discretion, add additional projects under this Agreement not otherwise covered by this Agreement.

Section 2.3 Bundling of Contracts: The Parties understand that, to the maximum extent feasible, and consistent with goals of the District to utilize the services of small and local business enterprises for such construction and rehabilitation work, that Project Work will not be split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Exclusions: Items specifically excluded from the Scope of this Agreement include the following:

- (a) Work of Contractor's non-manual employees, including but not limited to: superintendents; administrators; teachers; supervisors; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; other professional, engineering, and supervisors above the level of general foreman; management employees; executives; and employees performing services for which a prevailing wage has not been established by the Department of Industrial Relations.
- (b) Equipment and machinery owned or controlled and operated by the District;
- (c) All off-site manufacture and handling of materials, equipment or machinery unless either of the following apply:
 - it is a lay down or storage area for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work; or
 - the work is traditionally performed by any Union(s) that is directly or indirectly part of the Project and is covered by a provision of a local MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- (d) All employees of the District, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;
- (e) Any work performed on or near or leading to or into a site of work covered by

this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the District or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident. In limited circumstances requiring special knowledge of the particular item(s), the installation of specialty process equipment or systems may be performed by employees of a manufacturer, or by designated representatives of the manufacturer, if necessary to maintain the manufacturer's warranty or guarantee, provided, however, that the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement;

(h) Non-construction support services contracted by the District or Contractor in connection with this Project;

(i) Laboratory work for testing.

(j) The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

Section 2.5 Awarding of Contracts:

(a) The District has the absolute right to award contracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor and its subcontractors are ready, willing and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in **Attachment "A"** hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the District and to the Council forty-eight (48) hours before the commencement of

Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

Section 2.6 Coverage Exception: This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.7 MLAs:

(a) The provisions of this Agreement, including the Master Labor Agreements (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement. It shall be the responsibility of the prime Contractor to have each of its subcontractors sign such Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.8 Binding Signatories Only: This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.9 Other District Work: This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability: It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District and/or any Contractor.

Section 2.11 Completed Project Work: As areas of Project Work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition: The Contractor recognizes the Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

Section 3.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures:

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) Skilled Workforce: The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the District, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

(d) Fingerprinting and Megan's Law: The Parties are aware of the District's policy that Contractors and other employers shall not employ, on Project Work when pupils may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under California Education Code sections 45125.1 and 45125.2 or a person listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>). The Parties shall only employ persons under this Article in compliance with this policy, and the Contractors agree to immediately remove such an individual in their employ from the particular Project site.

(e) **Non-Discrimination in Referral, Employment, and Contracting.** The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a local and small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local and small businesses as direct Contractors or suppliers for Project Work.

(f) **Goals for Employment of District Local Residents and Other Persons.**

(i) In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project, the parties agree to support the hiring of specific categories of workers. The Unions and Employers agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft from the following categories to fulfill the requirements of the Employers:

- **Local Residents.** Residents living in the First Tier as defined below.
- **Veterans in the Area.** Veterans, not dishonorably discharged, who are residents living in the First Tier, Second Tier or Third Tier.
- **District Graduates in the Area.** Persons who received a High School Diploma (“**Student Graduates**”) from the District within the past twenty (20) years and who are residents living in the First Tier, Second Tier or Third Tier.
- **MC3 Graduates in the Area.** Persons who have received a completion certificate from an apprenticeship preparation program utilizing the multi-craft core curriculum (“**MC3**”) and who are residents living in the First Tier, Second Tier or Third Tier.

(ii) **First Tier.** Residents residing in those First Tier zip codes which cover the District service area, as set forth in “**Attachment B**” attached hereto (“**Local Residents**”).

(iii) **Second Tier.** If the Unions cannot provide the Employers in the attainment of a sufficient number of Local Residents from within the First Tier zip codes, the Unions shall exert their best efforts to then recruit and identify for referral residents residing in Second Tier zip codes which reflect the Gateway Cities, as set forth in “**Attachment B**” attached hereto.

(iv) **Third Tier.** If the Unions still have not provided the Employers in the attainment of a sufficient number of qualified workers who are residents living in the First Tier or Second Tier, the Unions will then exert their best efforts to recruit and identify for referral qualified workers residing within the Fresno, Madera, Kings and Tulare Counties.

(v) **40% Goal.** A goal of 40% of all of the labor and craft positions shall be from Local Residents living in the First Tier. Only if a Union cannot dispatch Local Residents living in the First Tier after using its best efforts, can that Union look to persons living in the Second Tier; and only if a Union cannot dispatch persons living in the Second Tier after using its best efforts, can that Union look to residents living in the Third Tier. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as **Attachment “C.”**

(vi) The District shall work with the Unions and Contractors in the administration of the goals for Local Residents and Other Persons; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the District that such goals have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their “core work force” and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any.

Section 3.6 Helmets to Hardhats: The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.7 Core Employees:

(a) Contractors which are not independently signatory to a Master Labor Agreement may first employ, as needed, two (2) members of his core workforce, then, as needed, two (2) employees through a referral from the appropriate Union hiring hall. After those initial four (4) employees, the Contractors may employ, as needed, then one (1) more core employee, then one (1) more employee through the referral system, and so on until a maximum of five (5) core employees are employed. Thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the District and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this

Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the District and the Council.

Section 3.8 Time for Referral: If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.9 Lack of Referral Procedure: If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.8.

Section 3.10 Union Membership: The Contractors shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLA. This Agreement does not require any employee of a non-Union Contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the independent requirements of the applicable MLAs as to Contractors signatory to such MLAs and as to employees of those Contractors who are performing Covered Work.

Section 3.11 Individual Seniority: Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen: The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites: Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards:

(a) Each signatory Union shall have the right to dispatch a working journey person as a steward for each shift, who should be the first non-core worker dispatched pursuant to the Section 3.7 herein, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint, such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge: The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work: On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those

classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this Agreement, this Agreement does not relieve Contractors directly signatory to one or more of the MLA from paying all wages set forth in such Agreements.

Section 5.2 Benefits:

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

Section 5.3 Wage Premiums: Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws: All complaints regarding possible prevailing wage violations shall be referred to the Council for processing, investigation and resolution, and if not resolved within thirty (30) calendar days or if there is a disagreement by any party with the Council's determination, that complaint may be referred by any party to the California Labor Commissioner.

ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

(The provisions in this Article 6 apply unless they conflict with the provisions in the District's contract with the Contractor, in which case the District's contract controls.)

Section 6.1 Hours of Work: Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions

of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work standard work schedule.

Section 6.2 Place of Work: Employees shall be at their place of work (as designated by the Contractor) at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime: Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules:

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable MLA, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half ($\frac{1}{2}$) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Contractors, the Council and the Union recognize the economic impact upon the District and District residents of the massive Project being undertaken by the District and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

(c) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked. It is recognized that the District's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the District's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays: Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project, unless or until such

may be, and are, revised by mutual agreement of the Parties to this Agreement.

Section 6.6 Show-up Pay:

(a) Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number and shall promptly report any changes to the Contractor.

(b) An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

(c) When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods: The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in the manner established in the applicable MLA.

Section 6.8 Make-up Days: To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity: The Council and the Unions agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or

otherwise disrupts Project Work, or with respect to or related to the District or Contractors or subcontractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is subject to arbitration. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations: The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce: The District or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of MLA's: If the MLAs, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Fresno County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall

be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 7.5 No Lockouts: Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations:

(a) If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Council, the involved Union(s) and the District. The Council and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the District, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The District shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits: Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who fails to timely pay its weekly payroll; or fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA.

- (a) In the case of nonpayment of trust fund contributions on the Project, prior to withholding its members' services, the Trade Council shall give the District and the Contractor(s) three (3) business days' notice.
- (b) In the case of nonpayment of wages on the Project or when paychecks tendered to a financial institution normally recognized to honor such paychecks will not honor such a paycheck as a result of insufficient funds, prior to withholding its members' services, the Trade Council shall give the District and the Contractor(s)

one (1) business days' notice.

- (c) Notice to District and Contractor of the intent to withhold labor from the Contractor(s)' or their subcontractor's workforce for nonpayment of trust fund contributions and/or wages on the Project may be effected by overnight courier (e.g., US Priority Next Day; FedEx, etc.), by facsimile transmission, and by email.

Section 7.8 Expedited Enforcement Procedure: Any party, including the District, which is an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1, 7.5 or Section 8.3 is alleged.

(a) The party invoking this procedure shall notify one of the arbitrators listed in section 8.2 (a) of this Agreement who shall be selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by overnight courier (e.g., US Priority Next Day; FedEx, etc.), by facsimile transmission, by email, or hand- delivery and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 8.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1, 7.5 or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award, upon issuance, shall be served on all Parties by hand or registered mail.

(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a

temporary order enforcing the arbitrator's Award as issued under Section 7.8(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work: The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan: All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

(a) Carpenters. If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan. The Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction: All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences: As provided in Article 16, each Employer will conduct a pre-job conference with the Council prior to commencing work. The District will be advised in

advance of all such conferences and may participate if it wishes. Pre-job conferences for different Employers may be held together.

Section 8.5 Resolution of Jurisdictional Disputes: If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and District Rights: The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited by a specific provision of this Agreement or the applicable MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA (s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific District Rights: This Agreement does not, in any way, restrict or otherwise infringe on the District's absolute right to administer the work of the Project, its construction program and its general bond funds in any way it determines. The District expressly reserves its management rights and all the rights conferred on it by law and its contract with the Contractor.

Section 9.3 Use of Materials: There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties:

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree to install such equipment without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

(d) In limited circumstances requiring special knowledge of the particular item(s), the installation of specialty process equipment or systems may be performed by employees of a manufacturer, or by designated representatives of the manufacturer, if necessary to maintain the manufacturer's warranty or guarantee, provided, however, that the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement

ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site:

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the District, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

(b) The District, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Council shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances: Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances: When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances: Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute,

a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other Party (ies) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 10.3 Limit on Use of Procedures: All Project disputes involving the application or interpretation of the Schedule A Agreement involving the parties signatory hereto shall be resolved pursuant to the resolution procedures of that Schedule A Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article 7 (Work Stoppages and Lock-Outs) and Article 8 (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance and arbitration procedures set forth in section 10.2 above.

Section 10.4 Employee Discipline. All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Schedule A Agreement for the craft of the affected employee.

Section 10.5 Notice: The District shall be notified by the Council and the involved Contractor(s) of all actions at Steps 1, 2 and 3, and further, the District shall, upon its own request, be permitted to, but has no obligation to, participate fully as a party or observer in all proceedings at any step, but in no event shall be obligated to pay any portion of any fee(s) or expense(s) related thereto.

ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws: The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance: The Parties agree that the Council shall monitor compliance by all Contractors and subcontractors with all federal and state laws regulation that relate to the provisions in this Agreement, from time to time that apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the District, procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3 Prevailing Wage Compliance: The Council, the Union and the Contractor agree to confer and, in good faith, work together to resolve all complaints regarding any potential prevailing wage violation. If those parties cannot reach a resolution, the complaint shall be resolved pursuant to Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 11.4 Violations of Law: Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties, and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety:

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

Section 12.2 Suspension of Work for Safety: A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities: The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13 TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable MLA unless superseded by the applicable prevailing wage determination.

ARTICLE 14 APPRENTICES

Section 14.1 Importance of Training: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 Use of Apprentices:

(a) Apprentices used on the Project under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the District and the Council.

ARTICLE 15

WORK OPPORTUNITIES PROGRAMS

Section 15.1 Local Residents. In addition to the provisions in Section 3.3 ("Referral Procedures") related to Local Residents, the Parties to this Agreement support the development of increased numbers of skilled construction workers from among Local Residents to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end, the Parties agree to cooperate respecting the establishment of a work opportunities program for Local Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

- a) Encourage the referral and utilization, to the extent permitted by law and hiring

hall practices, of qualified Local Residents as journeymen and apprentices on the Project, and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

b) Work cooperatively with the District and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

c) Participate in District based job fairs, career days and outreach events; and

d) Provide speakers to speak at District programs and Academies as requested; and

e) Assist Local Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Local Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls, qualified bona fide Local Residents for work on this Project; and

f) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

g) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

Section 15.2 Apprenticeship Pathways for Current-Year High School Graduates. The Council and the Unions agree that District students who are new graduates of the District's pre-apprenticeship program or a Council-approved pre-apprenticeship program shall be treated as pre-apprentices and shall be given preferred and priority access and pathways to apprenticeship programs. Therefore, the Council and the Unions shall implement a targeted hiring program for the Project which requires Contractors working on the Project to employ new District pre-apprenticeship program graduates for at least fifteen percent (15%) of work hours on apprentice work on the Project per year, each year the agreement is in effect. The Council's and the Unions' ability to reach this goal is subject to District students' desire to enter into the trades, and District students' ability to satisfy the requirements for entry into the apprenticeship program.

(a) The Parties agree that these pathways will be primarily provided through the MC3 program offered through the State Center Community College District, but may also be satisfied at programs or campuses located in the area identified as the Third Tier in **Attachment B**.

(b) The Parties agree that:

(1) The District will provide the Council and the Unions opportunities to engage and discuss apprenticeship opportunities with current District students; and

(2) The Council and the Unions will provide at the end of each fiscal year and six (6) months thereafter, every year, detailed and confidential information on the students they have provided apprenticeship program access to, including which program(s) and the status of progress and/or graduation of each student currently in the program(s) or recently graduated from the program(s).

(3) The responsibilities of the Council and the Unions regarding the implementation of the targeted hiring program for District students shall be further addressed in a memorandum of understanding to be executed by the Council, the Unions and the District.

Section 15.3 Full-Time Pre-Apprentice/Internship/Apprenticeship Coordinator.

(a) The Council shall provide a coordinator, at the Council's expense whose responsibilities shall include informing and advising District students and, when appropriate, District employees on the process, availability and opportunities of a career or job in the local construction trade industry. The coordinator shall visit each of the District's seven comprehensive high schools on an "as needed" basis but shall make a minimum of one visit per month to each of the seven high schools.

(b) The District will provide appropriate space at each site for the Coordinator to perform his/her work. Subject to the District's process for field trips, off-campus curriculum or offering off-campus classes, the Council and the Unions will offer students tours of different apprenticeship programs.

(c) This access is intended to satisfy much of the District's obligation to provide opportunities for the Council and the Unions to engage and discuss apprenticeship opportunities with current District students.

Section 15.4 Council Scholarship for Disadvantaged Students. The Council shall fund and provide scholarship(s) to students to cover the costs of apprenticeship programs, for those students that are interested in pursuing a career or job in the local construction trade industry.

ARTICLE 16 WORKING CONDITIONS

Section 16.1 Meal and Rest Periods: There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16 (<https://www.dir.ca.gov/iwc/StatementAsToTheBasisWageorder16.htm>). Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 16.2 Work Rules: The District and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These

rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 16.3 Emergency Use of Tools and Equipment: There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is in compliance with applicable governmental rules and regulations.

Section 16.4 Access Restrictions for Cars: Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 17 PRE-JOB CONFERENCES

Each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the District shall be promptly notified.

ARTICLE 18 LABOR/MANAGEMENT COOPERATION

Section 18.1 Joint Committee: The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee ("JAC"). This JAC shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

Section 18.2 Functions of Joint JAC: The JAC shall meet on a schedule to be determined by the JAC or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by the JAC but shall be processed pursuant to the provisions of the appropriate Article. The Council shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors and the District. Notice of the date, time and place of meetings, shall be

given to the JAC members at least three (3) days prior to the meeting. The Council shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The JAC or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 18.3 Subcommittees: The JAC may form subcommittees to consider and advise the full JAC with regard to specific matters.

ARTICLE 19 SAVINGS AND SEPARABILITY

Section 19.1 Savings Clause: It is not the intention of the District, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be procured and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, procurement and construction of any Project Work.

Section 19.2 Effect of Injunctions or Other Court Orders: The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any procurement specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the procurement, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 20 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights,

duties or obligations hereunder.

ARTICLE 21 AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 22 DURATION OF THE AGREEMENT

Section 22.1 Duration: This Agreement shall be effective from the date signed by all Parties, including all Unions listed in signature lines below, and shall remain in effect until completion of construction of all Project Work.

Section 22.2 Turnover and Final Acceptance of Completed Work:

(a) For purposes of this Agreement only, construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District. At the request of the Union, completion information and information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the District.

ARTICLE 23 DRUG AND ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the workday is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule "A". A list of the Schedule "A"s is attached hereto as Attachment D.

IN WITNESS whereof the Parties have caused this Agreement to be executed as of the date and year above stated.

Dated: _____, 20__

Fresno Unified School District

Signature: _____

Print Name: _____

Print Title: _____

Dated: 12.6.21, 20__

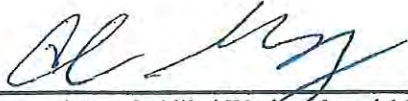
**Fresno, Madera, Kings and Tulare Counties
Building and Construction Trades Council**

Signature: 

Print Name: Chuck Rieja

Print Title: Executive Director

FRESNO, MADERA, TULARE, KINGS BUILDING AND CONSTRUCTION TRADES
COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS
FUSD Francine and Murray Farber Educational Campus



Insulators & Allied Workers Local 16

Plasterers & Cement Masons Local 300

Boilermakers Local 549

Plumbers & Pipe Fitters Local 246

Bricklayers, Tile Setters & Allied Crafts 3

Road Sprinkler Fitters Local 669

Northern CA Carpenters Regional Council

Roofers and Waterproofers Local 27

District Council 16 Local Union 294

SMART International Association 104

Electricians Local 100

Teamsters Local 431

Elevator Constructors Local 8

Underground Utility/Landscape 355

Iron Workers Local 155

Operating Engineers Local 3

Laborers Local 294

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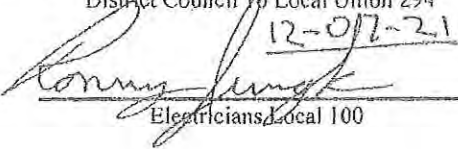
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Plasterers & Cement Masons Local 300

Boilermakers Local 549

Plumbers & Pipe Fitters Local 246

Bricklayers, Tile Setters & Allied Crafts 3

Handwritten signature: M. ... on behalf of RM Brian Davis
Road Sprinkler Fitters Local 669

Northern CA Carpenters Regional Council

Roofers and Waterproofers Local 27

District Council 16 Local Union 294

SMART International Association 104

Electricians Local 100

Teamsters Local 431

Elevator Constructors Local 8

Underground Utility/Landscape 355

Iron Workers Local 155

Operating Engineers Local 3

Laborers Local 294

FRESNO, MADERA, TULARE, KINGS BUILDING AND CONSTRUCTION TRADES
COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS
FUSD Francine and Murray Farber Educational Campus

Insulators & Allied Workers Local 16

Plasterers & Cement Masons Local 300


Boilermakers Local 549

Plumbers & Pipe Fitters Local 246

Bricklayers, Tile Setters & Allied Crafts 3

Road Sprinkler Fitters Local 669

Northern CA Carpenters Regional Council



Roofers and Waterproofers Local 27

District Council 16 Local Union 294

SMART International Association 104

Electricians Local 100

Teamsters Local 431

Elevator Constructors Local 8


Underground Utility/Landscape 355

Iron Workers Local 155

Operating Engineers Local 3

Laborers Local 294

**FRESNO, MADERA, KINGS AND TULARE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS**

Asbestos Heat & Frost Insulators (Local_____)	_____
Boilermakers (Local_____)	_____
Bricklayers & Allied Craftworkers (Local_____)	_____
Cement Masons (Local_____)	_____
Electricians (Local_____)	_____
Elevator Constructors (Local_____)	_____
Gunitite Workers (Local_____)	_____
Iron Workers (Reinforced – Local_____)	_____
Iron Workers (Structural – Local_____)	_____
District Council of Laborers	_____
Laborers (Local_____)	_____
Laborers (Local_____)	_____
Laborers (Local_____)	_____
Operating Engineers (Local_____)	_____
Operating Engineers (Local_____)	_____
Operating Engineers (Local_____)	_____
Painters & Allied Trades DC Local_____)	_____
Pipe Trades (Local_____)	_____
Pipe Trades (Local_____)	_____
Pipe Trades (Plumbers Local_____)	_____
Pipe Trades (Sprinkler Fitters Local_____)	_____
Plasterers (Local_____)	_____
Plaster Tenders (Local_____)	_____
Roofers & Waterproofers (Local_____)	_____
Sheet Metal Workers (Local 104)	 _____
Teamsters (Local_____)	_____
Northern California Council of Carpenters	_____

FRESNO, MADERA, TULARE, KINGS BUILDING AND CONSTRUCTION TRADES
COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS
FUSD Francine and Murray Farber Educational Campus

Insulators & Allied Workers Local 16

Plasterers & Cement Masons Local 300

Boilermakers Local 549

Plumbers & Pipe Fitters Local 246

Bricklayers, Tile Setters & Allied Crafts 3

Road Sprinkler Fitters Local 669

Northern CA Carpenters Regional Council

Roofers and Waterproofers Local 27

District Council 16 Local Union 294

SMART International Association 104

Electricians Local 100


Teamsters Local 431

Elevator Constructors Local 8

Underground Utility/Landscape 355

Iron Workers Local 155

Operating Engineers Local 3

Laborers Local 294

FRESNO, MADERA, TULARE, KINGS BUILDING AND CONSTRUCTION TRADES
COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS
FUSD Francine and Murray Farber Educational Campus

Insulators & Allied Workers Local 16

Plasterers & Cement Masons Local 300

Boilermakers Local 549

Plumbers & Pipe Fitters Local 246

Bricklayers, Tile Setters & Allied Crafts 3

Road Sprinkler Fitters Local 669

Northern CA Carpenters Regional Council

Roofers and Waterproofers Local 27

District Council 16 Local Union 294

SMART International Association 104

Electricians Local 100

Teamsters Local 431

Elevator Constructors Local 8

Felipe B. B.
Underground Utility/Landscape 355

Iron Workers Local 155

Operating Engineers Local 3

Laborers Local 294

**FRESNO, MADERA, KINGS AND TULARE COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL, CRAFT UNIONS AND DISTRICT COUNCILS**

Asbestos Heat & Frost Insulators (Local_____)	_____
Boilermakers (Local_____)	_____
Bricklayers & Allied Craftworkers (Local_____)	_____
Cement Masons (Local_____)	_____
Electricians (Local_____)	_____
Elevator Constructors (Local_____)	_____
Gunitite Workers (Local_____)	_____
Iron Workers (Reinforced – Local_____)	_____
Iron Workers (Structural – Local_____)	_____
District Council of Laborers	_____
Laborers (Local_____)	_____
Laborers (Local_____)	_____
Laborers (Local_____)	_____
Operating Engineers (Local <u>3</u>)	_____
Operating Engineers (Local_____)	_____
Operating Engineers (Local_____)	_____
Painters & Allied Trades DC Local_____)	_____
Pipe Trades (Local_____)	_____
Pipe Trades (Local_____)	_____
Pipe Trades (Plumbers Local_____)	_____
Pipe Trades (Sprinkler Fitters Local_____)	_____
Plasterers (Local_____)	_____
Plaster Tenders (Local_____)	_____
Roofers & Waterproofers (Local_____)	_____
Sheet Metal Workers (Local_____)	_____
Teamsters (Local_____)	_____
Northern California Council of Carpenters	_____

Don Keshing

**ATTACHMENT A
LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the
Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]

Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council

_____, CA _____

Attn: _____

Re: Project Labor Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Fresno Unified School District Project Labor Agreement effective _____, 20____, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

By executing this Letter of Assent, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 5.2, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits provided out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. However, by virtue of having become bound to this Project Labor Agreement, the undersigned will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

CC; Fresno Unified School District

ATTACHMENT B

FIRST TIER
ZIP CODES (LOCAL RESIDENTS – CITY OF FRESNO)

Fresno Zip Codes

93701
93702
93703
93704
93705
93721
93726
93728
93741
93706
93710
93711
93722
93725
93727

City of Clovis
93612

SECOND TIER
ZIP CODES (GATEWAY CITIES)

Madera zip codes
93636
93637
93638
93639
Selma zip code
93662
Sanger zip code
93657
Clovis zip codes
93611
93612
93613
93619
Kerman zip code
93630

THIRD TIER
(FRESNO, MADERA, KINGS AND TULARE COUNTIES RESIDENTS)

ATTACHMENT C

[THIS FORM NEEDS REVISION RELATED TO FAXING, SKILLED & TRAINED
WORKFORCE REQUIREMENTS, ETC.]

FRESNO UNIFIED SCHOOL DISTRICT

CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports or verification of email delivery and keep copies for your records.

The Fresno Unified School District Project Labor Agreement establishes a goal that 30% of all of the labor and craft positions shall be from qualified "Veterans", "Student Graduates," and "MC3 Students from programs located within the District service area" regardless of where they reside, and workers: first, which reside in those first tier zip codes which cover the District service area, as attached hereto, second, which reside within the second tier zip codes which reflect the Gateway Cities, as reflected on the attached list of zip codes, third, which reside in Fresno, Madera, Kings and Tulare Counties. For Dispatch purposes, employees residing within any of these three (3) areas, as well as Veterans, Student Graduates and MC3 Students from programs located within the District service area, regardless of where they reside, shall be referred to as Local Residents.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ Fax# () _____ Date: _____
Cc: District
From: Company: _____ Issued By: _____
Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Journeyman that is Graduate from Apprenticeship Program	Tier 1, Tier 2, or Tier 3 Resident or General Dispatch	Veteran, Former FUSD Student, MC3 Graduate	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____							

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes ____	No ____
APPRENTICE	Yes ____	No ____
JOURNEYMAN WHO IS GRADUATED APPRENTICE	Yes ____	No ____
LOCAL RESIDENT	Yes ____	No ____
VETERAN	Yes ____	No ____
STUDENT GRADUATE	Yes ____	No ____
MC3 GRADUATE	Yes ____	No ____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes ____	No ____

[This form is not intended to replace a Union's Dispatch or Referral Form
normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
LIST OF SCHEDULE "A"s

MLA's available upon request.

AMENDMENT NO. 1
TO COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
FRANCINE AND MURRAY FARBER EDUCATIONAL CAMPUS
AND
FRESNO, MADERA, KING AND TULARE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

THIS AMENDMENT NO. 1 to the Community Workforce Agreement ("Amendment") is entered into as of _____ 2021 and is by and between the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council and the signatory Craft Councils and Unions (collectively "Unions") and the Francine and Murray Farber Educational Campus, (collectively "Parties")

RECITALS

WHEREAS, on _____, 2021 the Parties entered into the Community Workforce Agreement ("Agreement").

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

The Parties agree, pursuant to Article 19 of the Agreement, to hereby amend the Agreement as follows:

1. Section 3.10 of the Agreement is hereby deleted in its entirety and replaced with the following language:

Section 3.10 Union Membership. Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this Agreement. Employees shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.10 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

2. Except as expressly amended by this Amendment, the Agreement remains in full force and effect as originally executed.

3. The Parties acknowledge that this Amendment is subject to approval or ratification by the District Board of Education ("Board"). In the event that the Board rejects this Amendment, none of the Parties shall be deemed to have waived any rights with respect to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the date signed below by all parties.

FRESNO, MADERA, KINGS & TULARE COUNTIES
BUILDING and CONSTRUCTION
TRADES COUNCIL

Dated: 12-6-21

BY: [Signature]

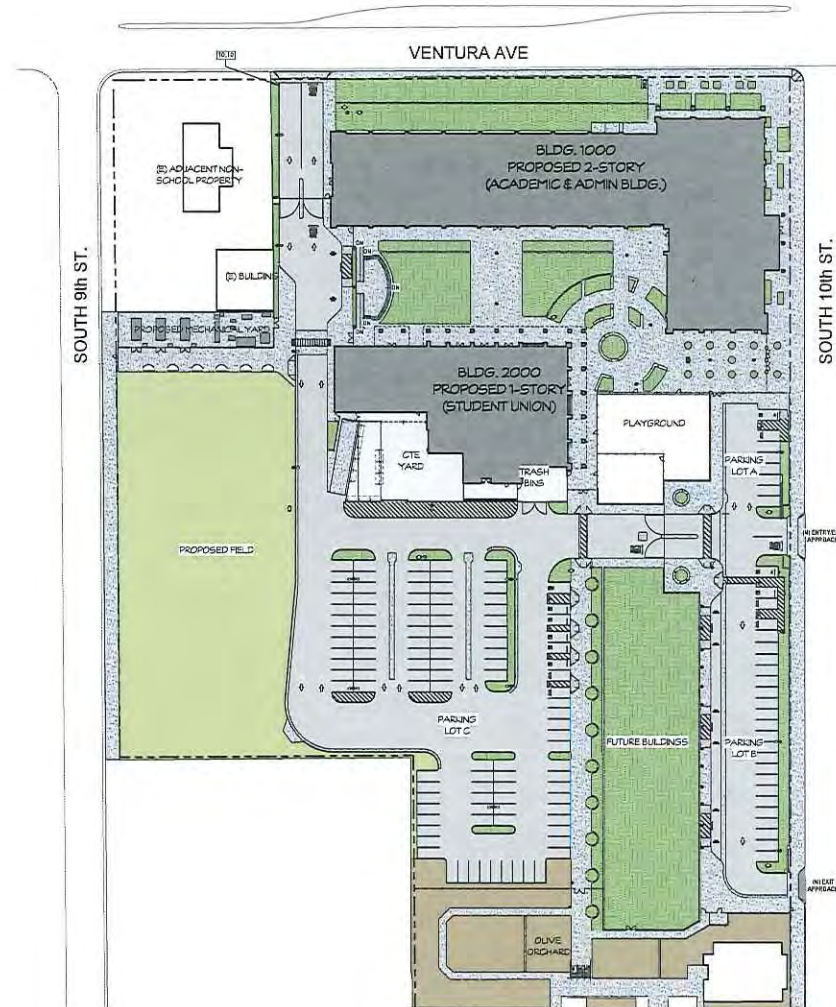
FRESNO UNIFIED SCHOOL DIST/CT
FRANCINE AND MURRAY FARBER
EDUCATIONAL CAMPUS

Dated: _____

BY: _____

FRANCINE AND MURRAY FARBER EDUCATIONAL CAMPUS

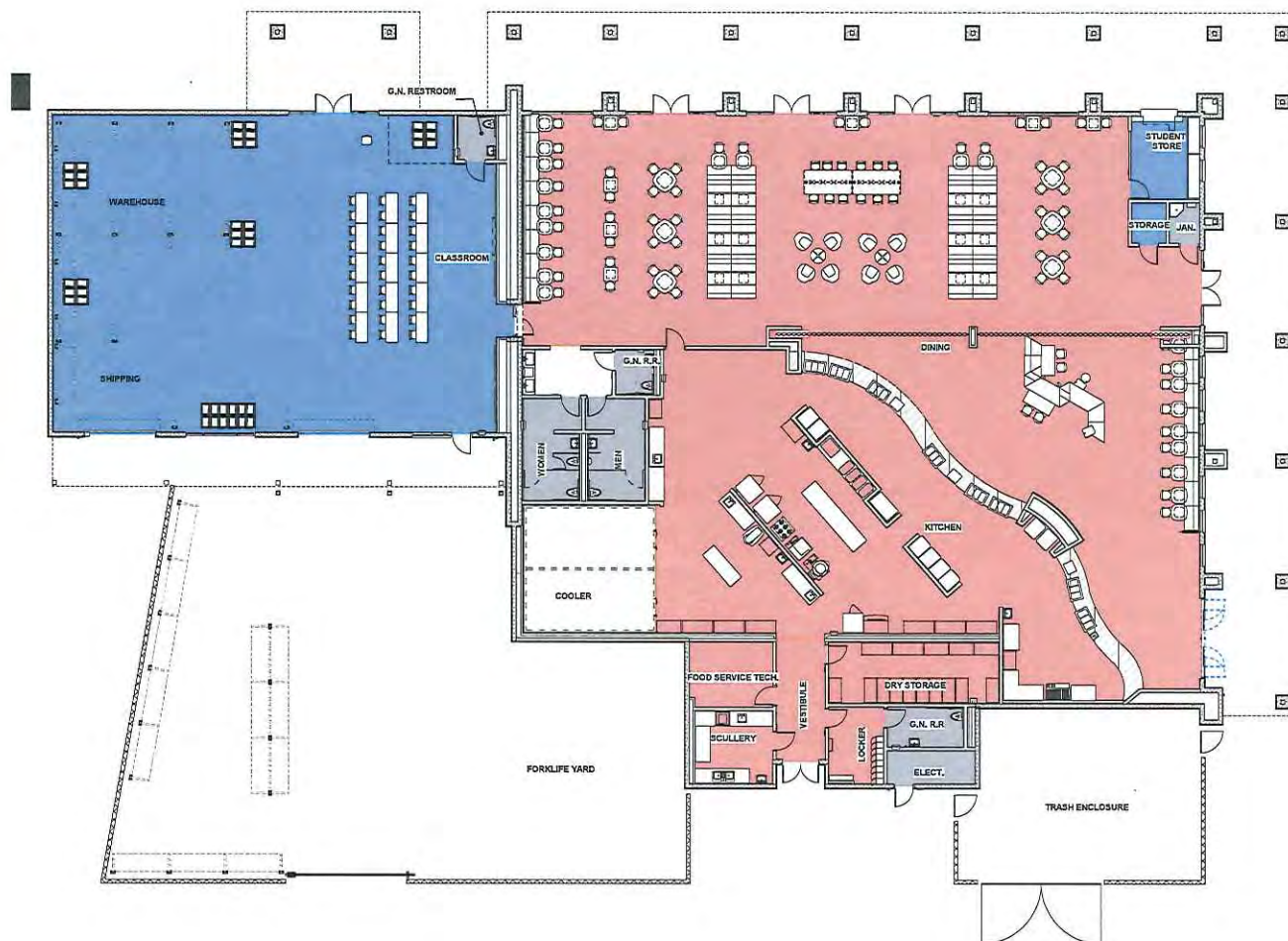






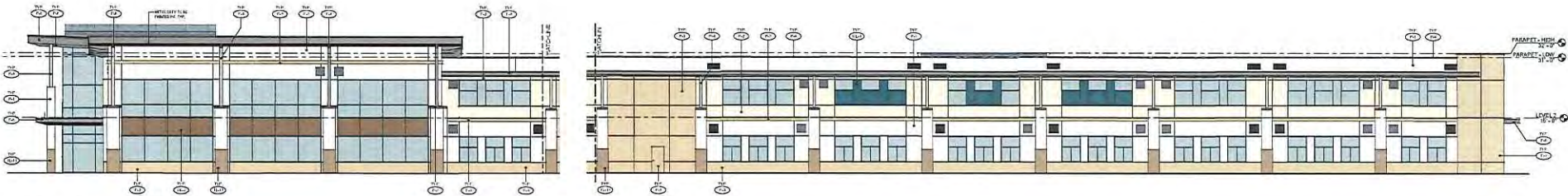
Department Legend

- CTE
- SERVICE
- STUDENT UNION

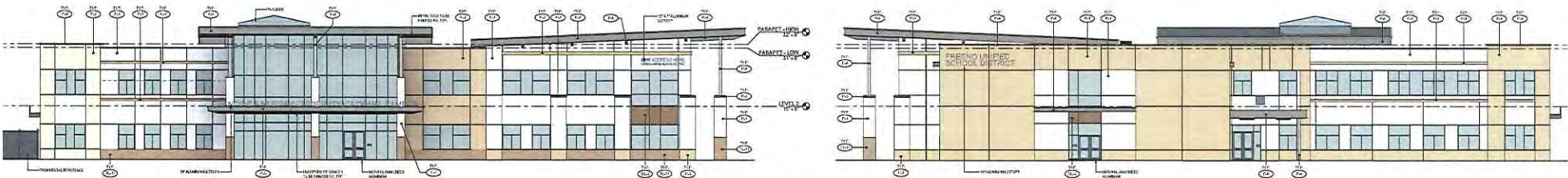


FRANCINE AND MURRAY FARBER EDUCATIONAL CAMPUS

BUILDING 1000

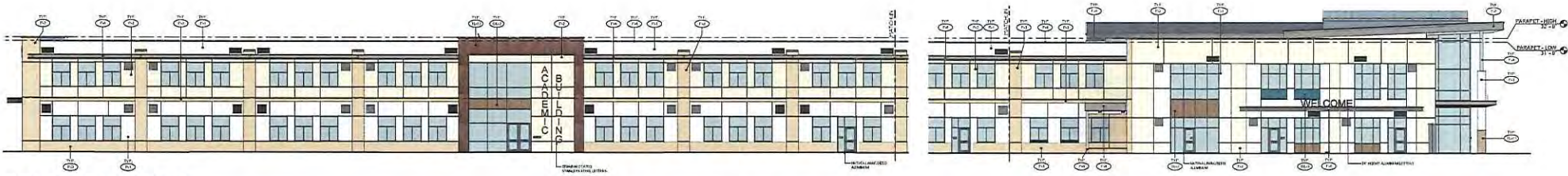


NORTH ELEVATION



EAST ELEVATION

WEST ELEVATION



SOUTH ELEVATION

FINISH LEGEND

- EXTERIOR PAINT (P-1)
- EXTERIOR PAINT (P-2)
- EXTERIOR PAINT (P-3)

- EXTERIOR PAINT (P-4)
- EXTERIOR PAINT (P-5)
- EXTERIOR PAINT (P-6)

- EXTERIOR TILE (TL-11)
- EXTERIOR TILE (TL-12)
- CONCRETE MASONRY (CMU-1)

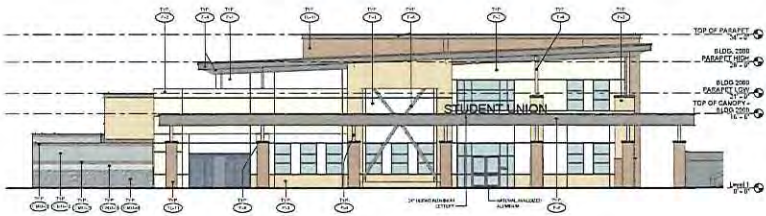
- SPANDREL GLASS (GL-2)
- SPANDREL GLASS (GL-3)

FRANCINE AND MURRAY FARBER EDUCATIONAL CAMPUS

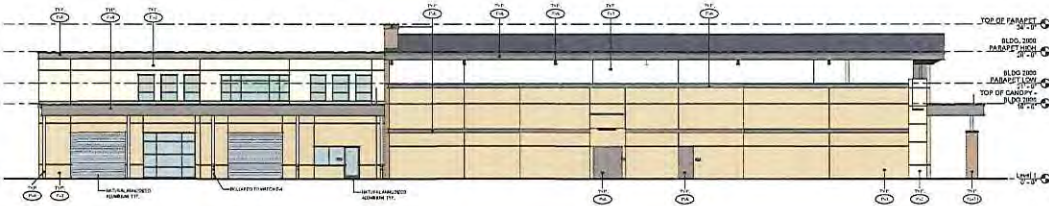
BUILDING 2000



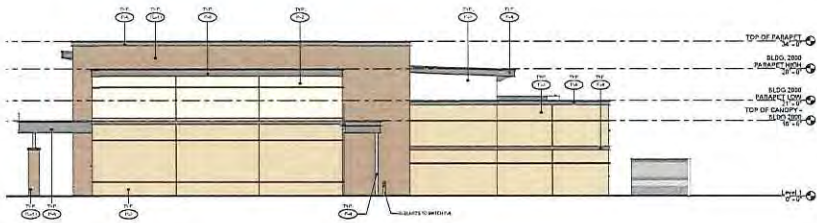
NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION



SOUTH ELEVATION - CMU WALL



SOUTH ELEVATION (CONT.) - CMU WALL

FINISH LEGEND

- EXTERIOR PAINT (P-1)
- EXTERIOR PAINT (P-2)
- EXTERIOR PAINT (P-3)

- EXTERIOR PAINT (P-4)
- EXTERIOR PAINT (P-5)
- EXTERIOR PAINT (P-6)

- EXTERIOR TILE (TL-11)
- CONCRETE MASONRY (CMU-1) (CMU-2)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Retiree Contract for Teacher at Fresno Adult School

ITEM DESCRIPTION: Included in the Board binders is a retiree contract for a part-time teacher at Fresno Adult School (FAS). FAS utilizes the expertise of retired teachers to fill part-time positions based on enrollment numbers beyond regular staffing capacities since they hold current, valid teaching credentials for the Adult Education programs. There is a current need for additional classes due to an increased enrollment of students in the areas of Adult High School Credit classes.

- Mr. Rudy Torrez will be teaching High School Credit classes using the Edgenuity platform.

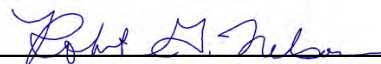
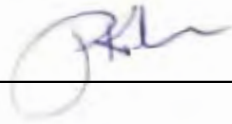
FINANCIAL SUMMARY: Sufficient funds in the amount of \$21,000.00 are available in the California Adult Education Program.

PREPARED BY: Gary Schlueter,
Vice Principal II

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:



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

1. School Site: Fresno Adult School
2. Administrator Rodney Branch Telephone: (559) 457-6009
3. Retiree: Rudy Torrez
4. Term February 1, 2022 Through: June 10, 2022
5. Budget: 110 6391 0680 4610 1000 1110
6. Contract Amount: \$21,000.00
7. Scope of Work Summary: All subjects offered in Edgenuity through blended learning. Supporting in all subject areas. Teacher will instruct up to 18 hours per week.
8. Expected Results/Student Outcome: Support students with comprehension and application of assigned subjects to obtain a high school diploma.
9. Date item is to appear on Board of Education Agenda: 2/16/2022
(Contracts of \$15,000. or more)

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

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

Retiree:	Rudy Torrez	Retiree I.D. Number:	1031898
Department	Fresno Adult School: ASSE	Department Number:	0680
Position Title:	Part Time/Hourly Teacher	Monthly/Daily Rate of Pay:	\$57.0657
Contract Period:	February 1- June 10, 2022	Contract Salary Not to Exceed:	\$21,000.00
Budget Number:	110 6391 0680 4610 1000 1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

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

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.
2. Employment Classification:
 - a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
 - b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
 - c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
3. Length of Service: The anticipated length of time for which you are employed is from **2/1/22 through 6/10/22**, 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 teaching experience, job duties/position and limitations set forth in Education Code section 24214.

The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in

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

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

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

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

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

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


Retiree's Signature

Date 1/19/22


Principal/Department Head Signature


Date 1/19/22

Funding Source Signature
(Office of State & Federal)

Date _____


Instructional Superintendent

Date 1/24/22


Chief Academic Officer
(that oversee above Mentioned Program)

Date 1/27/22

Chief, Human Resources

Date _____

Board Approval Date _____ Item# _____

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify an Agreement between Fresno Unified School District Early Learning Department and Fresno County Superintendent of Schools

ITEM DESCRIPTION:

Fresno County Superintendent of Schools is a continued partner with Fresno Unified Early Learning in the Language Learning Project (LLP). Fresno County Superintendent of Schools is providing funding to Fresno Unified Early Learning in the amount of \$100,000 to support the ongoing expansion and enhancement of the LLP. Through this funding, Fresno Unified Early Learning will support Fresno County Superintendent of Schools in the statewide expansion of the LLP. This funding will support professional development, coaching, and the enhancement of LLP resources utilized for professional development.


FINANCIAL SUMMARY: The Fresno Unified Early Learning Department will receive funding in the amount of \$100,000.

PREPARED BY: Deanna Mathies,
Executive Officer, Early Learning

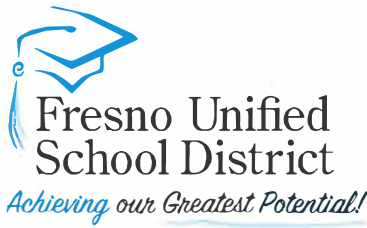
DIVISION: Early Learning
PHONE NUMBER: (559) 457-3687

CABINET APPROVAL:

SUPERINTENDENT APPROVAL:


Lindsay Sanders (Jan 31, 2022 16:31 PST)





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Fresno County Superintendent of Schools

1111 Van Ness Fresno, CA 93721

Vendor Name

559-497-3803

Phone Number

Address

Dr. Matilda Soria

Vendor Contact

From: July 1, 2021

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:

Maria Ceballos Tapia

Name

Early Learning

559-457-3623

Site/ Dept

Telephone number

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

Annual Cost 100000

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

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

Yes ☒

No ☐

Scope of Work Summary:

Fresno County Superintendent of Schools (FCSS) is a continued partner with Fresno Unified School District Early Learning in the Language Learning Project (LLP). FCSS is providing funding to Fresno Unified Early Learning in the amount of \$100,000 to support the ongoing expansion and enhancement of the LLP. Through this funding, Fresno Unified Early Learning will support FCSS in the statewide expansion of the LLP. This funding will support professional development, coaching, and the enhancement of LLP resources utilized for professional development.


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

02/16/22

Agenda Item #

(Contracts of \$15,000.00 or more)

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


Lindsay Sanders (Jan 31, 2022 17:17 PST)

Signed

Date

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


Signed

2/11/2022
Date

Please return signed contract to:

Jessica Gutierrez

Name

Early Learning

Department

CONTRACTOR-PROVIDED SERVICES AGREEMENT

(“Agreement”)

Legal Doc./Contract No. of this signed Agreement (Legal use only): 135082

COVER

Program/Event: FUSD DLL Expansion/Enhancement

CONTRACTOR

Fresno Unified School District ("**Contractor**")
Attn: Deanna Mathies, Executive Officer
2309 Tulare Street)
Fresno, CA 93721
Phone: (559) 457-3687
Email: Deanna.mathies@fresnounified.org

DBA (leave blank if none):

FCSS

Fresno County Superintendent of Schools ("FCSS")
Attn: Matilda Soria, Senior Director
Dept.: Early Care and Education
Fresno County Office of Education
1111 Van Ness
Fresno, CA 93721
Phone: (559) 497-3808
Email: msorial@fcoe.org

ADDRESS FOR INVOICE TO FCSS: All invoices to FCSS shall be addressed to the attention of Internal Business Services-Accounts Payable, Office of Fresno County Superintendent of Schools, 1111 Van Ness Ave, Fresno, CA 93721

CONTRACT TERM (see § 3.1)

"Effective Date": July 01, 2021
"Termination Date": June 30, 2022

TERMINATION DURING CONTRACT TERM (see § 3.2)

Ground for Termination (mark one): X With or without cause

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

CONTRACT AMOUNT, INVOICE, AND PAYMENT (see Art. 2). Contractor shall invoice FCSS and FCSS shall pay Contractor the Contract Amount pursuant to the Payment Schedule stated below (*mark one and complete as indicated*):

- x **A. Fixed Installment:** \$ 50,000 per bi-annually, the sum of all payments shall equal the "Contract Amount" of \$100,000. Contractor shall submit each invoice to FCSS bi-annually by no later than the 15th day of the month immediately following the last day of the period for which Contractor requests payment.
- B. Rate/Not-To-Exceed Contract Amount:** Services that Contractor performs in accordance with this Agreement, to be billed at \$_____ per hour in 15 minute increments OR pursuant to the rates set forth in Exhibit 1 and the sum of which shall not exceed the "Contract Amount" of \$_____. Contractor shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Contractor requests payment.
- C. Entire Contract Amount/Completion Of All Services:** Entire "Contract Amount" of _____. Contractor shall submit the invoice to FCSS within 30 days of the date on which Contractor completed all Services in accordance with this Agreement.
- D. Other/Specified Amount, Paid Periodically:** The "Contract Amount" of \$_____. Contractor shall submit each invoice to FCSS within 30 days of the date on which Contractor has completed, in accordance with this Agreement, the Services for which Contractor requests payment.

Invoice and "Payment Schedule": Each invoice shall comply with Section 2.2 and must be received and approved by FCSS before Contractor may receive any payment under this Agreement. If A, B, or D is marked above, FCSS shall pay Contractor within 30 days after Contractor has completed, in accordance with this Agreement, the Services required of Contractor for the period for which Contractor requests payment. If C is marked above, FCSS shall pay Contractor within 30 days after Contractor has completed, in accordance with

this Agreement, all Services required of Contractor.

- **PREVAILING WAGE** (mark if a portion or all of the Services are subject to the payment of prevailing wages): A portion or all of the Services that Contractor will provide under this Agreement are subject to the payment, monitoring, and enforcement of prevailing wages. The Prevailing Wage Work Addendum (General/ Standard Services Agreement) is attached hereto and constitutes a part of this Agreement. **NOTE:** If prevailing wage work is marked here, FCSS' Facilities & Operations shall complete and attach the Prevailing Wage Work Addendum (General/Standard Services Agreement).

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

A. What Services will Contractor provide:

FUSD will support FCSS in the expansion of the Language Learning Project (LLP). Specifically, FUSD will support professional development and coaching on the LLP, in addition to enhancing LLP materials/supplies utilized for professional development.

B. When will Contractor provide the Services (mark one and complete as indicated):

- **Date Determined** – Contractor will perform the Services on (state specific date(s)): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
- x **Date to Be Determined** – The Parties' staff will coordinate and schedule the particular date(s) on which Contractor shall perform the Services, which date(s) shall be within the Contract Term.

C. Where will Contractor provide the Services (state full address): various locations including virtual platforms. The Parties' staff may mutually change the location if there is no change to the Contract Amount.

D. Full name of Contractor staff who must perform the Services (leave blank if none designated):

- **SUBCONTRACTOR DESIGNATION** (mark if Contractor will use any subcontractor to perform any of the Services): Contractor is subcontracting with one or more subcontractors to perform a portion of the Services. Contractor has listed each subcontractor on the Subcontractor Designation Form, which is attached and constitutes a part of this Agreement. **NOTE:** If subcontractor designation is marked here, the FCSS department listed above shall provide the Subcontractor Designation Form to Contractor for Contractor to complete and return to the department.

FCSS OBLIGATIONS. FCSS shall perform all obligations required of FCSS as set forth elsewhere in this Agreement and the following (leave blank if no additional obligations):

RECITALS/OTHER TERMS AND CONDITIONS (leave blank if none):

REQUIRED DOCUMENTS (see § 1.4.1). Contractor shall provide to FCSS each document marked below and those required of Contractor elsewhere in this Agreement (collectively **"Required Document"**):

- x **A. Insurance** marked below and complying with Section 4.1, written proof of which Contractor shall provide to FCSS when Contractor delivers this Agreement signed by Contractor and before Contractor commences any Services, unless Contractor is a school district or other public entity in which case Contractor shall provide written proof to FCSS upon FCSS' request (mark each required):
 - x Commercial general liability with additional insured coverage (see Section 4.1.1).
 - x Workers compensation and employer's liability if Contractor has any employees.
 - x Commercial auto liability with a combined single limit of not less than \$1,000,000 per accident if Contractor operates any vehicle to perform the Services and such Services do not include the transportation of students and/or other persons. If the Services required of Contractor includes the transportation of students and/or other persons, this insurance shall contain: (1) a combined single limit

of not less than \$5,000,000 per accident and (2) a blanket additional insured endorsement or be endorsed to name the Fresno County Superintendent of Schools, the Fresno County Board of Education, and their officers, employees, agents, and volunteers as an additional insured.

- ☐ Professional liability.
- ☐ B. Fingerprinting and Criminal Background Check Certification ("**Fingerprinting Certification**"), which Contractor must obtain from and submit to FCSS before Contractor commences any Services.
- ☐ C. Fingerprinting and Criminal Background Check Addendum for Contractor Operating as Sole Proprietor ("**Sole Proprietor Fingerprinting Addendum**"), which Contractor must obtain from and submit to FCSS.
- ☐ D. Tuberculosis Certification ("**TB Certification**"), which Contractor must obtain from and submit to FCSS before Contractor commences any Services.
- ☒ E. At FCSS' request and as applicable, Taxpayer Identification Number Request, W-9 (*the form of which Contractor shall obtain from FCSS*) or Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (W-8); and Nonresident Withholding Allocation Worksheet (Form 587), Withholding Exemption Certificate (Form 590), or other Franchise Tax Board forms; and documents that FCSS requires to process payment to Contractor.

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

CONTRACTOR

FCSS

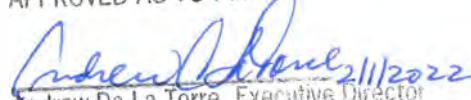
By: _____
Print Name: Santino Danisi
Title: Chief Financial Officer

By: _____
Jim A. Yovino, Superintendent
or Authorized Designee

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

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APPROVED AS TO FORM


Andrew De La Torre, Executive Director
Benefits & Risk Management

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement; Suspension of Services
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which Contractor shall provide, and FCSS shall compensate Contractor for, performance of Contractor's obligations under this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 NON-EXCLUSIVE CONTRACT. Contractor understands and agrees that: (A) this Agreement does not constitute an exclusive contract for Contractor to provide the Services to FCSS, and FCSS has or may enter into contract(s) with one or more third parties to provide services to FCSS that are identical or similar to the Services; and (B) except as required by a Purchase Order issued in accordance with this Agreement, Contractor is not obligated to provide any Services to FCSS and FCSS is not obligated to accept or pay Contractor for any Services

SECTION 1.3 QUALIFICATION, SUPERVISION, AND CONTROL. Contractor represents and shall ensure that it and all persons whom it employs or retains to perform this Agreement have the necessary training, skill, and experience and are qualified to so perform, including having throughout the Contract Term all required licenses, permits, and/or certifications (collectively and separately "**License**"). Contractor shall provide FCSS with written proof of each License upon FCSS' request and notify FCSS in writing no later than 10 days after Contractor receives any notice that any such License has been revoked, suspended, placed on probation, or non-renewed. Unless stated otherwise in this Agreement or a Purchase Order in which case such provisions shall apply to the extent provided therein, Contractor is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for Contractor to perform this Agreement; (B) the acts and omissions of Contractor's officers, employees, agents, and any other persons who Contractor retains to perform this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and/or damage or loss to the property of Contractor's officers, employees, agents and any persons who Contractor retains to perform this Agreement, to any officers, employees, agents, students, or invitees of FCSS, or to any Third Party. Upon FCSS' request, Contractor shall dismiss any of Contractor's employees, suppliers, or materialmen whom FCSS determined are not skilled for the task assigned.

SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover in which case such provisions shall apply to the extent provided therein, this Section shall survive the termination of this Agreement and apply to: (A) any Work that FCSS provides to Contractor pursuant to or relating to this Agreement ("**FCSS Work**"); and (B) any Work that is prepared for and/or provided to FCSS by or on behalf of Contractor pursuant to or relating to this Agreement ("**Contractor Work**"). The following applies to the FCSS Work: (A) the FCSS Work is FCSS' property and FCSS has all interests and rights thereto; (B) Contractor does not own and shall not claim any interest or right to or in the FCSS Work; (C) FCSS grants to Contractor a limited license during the Contract Term to use and reproduce only those portions of the FCSS Work necessary for Contractor to perform this Agreement; and (D) Contractor shall return any or all FCSS Work to FCSS upon FCSS' request. The following applies to the Contractor Work: (A) Contractor represents that the Contractor Work is Contractor's original work and does not contain any unlawful matter or infringe upon any Third Party's copyright, right, or interest; (B) the Contractor Work is an instrument of service and constitutes FCSS' sole property, and Contractor shall deliver to FCSS the Contractor Work within 30 days of the date of completion of the Services or the date of termination of this Agreement, whichever is earlier; and (C) FCSS shall have the right to, and may authorize others to, use, modify, duplicate, distribute, sell, dispose, and/or disclose, in whole or in part, in any manner, and for any purpose, the Contractor Work. "**Work**" means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored, and shall include source codes and other codes and information if this Agreement requires

Contractor to prepare, create, modify, update, or perform work relating to any website, webpage, and/or computer software, program, or product.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS AND GRANT.

- 1.5.1 **GENERALLY.** Each Party shall comply with all laws and regulations (collectively "**Law**") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "**Applicable Law**" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.
- 1.5.2 **FEDERAL GRANT FUNDS.** The provisions of this Subsection apply if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Contractor represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Contractor shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Contractor shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon FCSS' request, whether during or after the Contract Term, Contractor shall cooperate with and provide FCSS with documents and information relating to this Agreement that are necessary for FCSS to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 1.6 RECORDS AND INFORMATION.

- 1.6.1 **REQUIRED DOCUMENTS.** Contractor shall provide to FCSS each Required Document marked on the Cover, each of which is incorporated into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, Contractor shall promptly notify in writing and/or submit to FCSS the corrected, updated, or effective Required Document. If Contractor refuses to provide any Required Document or corrected, updated, or effective version thereof, FCSS shall have the right to withhold payment of any or all of the Contract Amount until such time that FCSS receives the Required Document from Contractor.
- 1.6.2 **CONFIDENTIAL MATERIAL.** If any documents and/or information (for example and not as a limitation, employee or student record) that are subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by Contractor for or pursuant to this Agreement, Contractor shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to Contractor's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.
- 1.6.3 **RECORD RETENTION, INSPECTION, AND AUDIT.** Contractor shall maintain accurate books and records of all Services provided under, amounts billed pursuant to, and all documents required of Contractor under this Agreement for at least five years after the date on which this Agreement terminates and make them available, upon FCSS' request, for review, audit, and/or copying by FCSS and/or any federal or state agencies. Upon FCSS' written notice to Contractor that a longer retention period is necessary in order for FCSS to comply with records retention requirements under a court order or federal or state laws, Contractor shall continue to retain such books and records for the period stated in FCSS' notice. If this Agreement involves the expenditure of \$10,000 or more in funds from the State of California, it is subject, for three years after the final payment is made, to the State Auditor's examination and audit at FCSS' request or as part of an audit of FCSS. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. As full consideration and compensation for Contractor's performance of this Agreement, FCSS shall pay Contractor the Contract Amount in accordance with the Payment Schedule stated on the Cover. Except as stated in this Agreement or an amendment hereto, Contractor shall not be entitled to any other payment from FCSS; in the event Contractor has received any payment to which Contractor is not entitled to under this Agreement or an amendment, Contractor shall refund such payment to FCSS within 30 days of FCSS' request.

SECTION 2.2 INVOICE, ADDITIONAL INFORMATION, AND DECLARATION UNDER PENALTY OF PERJURY. Before Contractor may receive any payment under this Agreement, Contractor shall submit an itemized invoice and other documents as set forth below to FCSS at FCSS' address for invoice stated on the Cover. Each person submitting and/or signing an invoice on behalf of Contractor declares under penalty of perjury under California laws, and certifies and attests that: (A) he/she has thoroughly reviewed the claim for payment and know its content; (B) the invoice and supporting information are true, accurate, and complete, and reflect amounts due and services that Contractor has completed in accordance with this Agreement and the correct amount for those services; (C) Contractor has complied and is in compliance with all obligations required of Contractor under this Agreement; and (D) he/she is familiar with Penal Code section 72 pertaining to false claims, and knows and understands that submission and/or certification of a false claim may lead to fines, imprisonment, and/or other legal consequences. Upon receiving an invoice and if FCSS objects to it and/or requires additional information, FCSS shall notify Contractor and Contractor shall provide such information to FCSS within 10 days after Contractor receives FCSS' notice. If Contractor fails or refuses to provide the additional information, FCSS shall have the right to withhold payment of any or all of the Contract Amount until such time that FCSS receives such information from Contractor.

SECTION 2.3 PAYMENT SCHEDULE, DEDUCTION, AND RELEASE. The Payment Schedule, as stated on the Cover, shall apply to FCSS' payment of the Contract Amount to Contractor. FCSS may deduct from each payment, if applicable, withholdings required by applicable laws, including but not limited to, those for non-California or foreign residents. Contractor's acceptance of any payment under this Agreement shall constitute, effective on the date of acceptance, a release of all claims and liabilities that Contractor has or may have against FCSS for any additional payment for the Services, and/or matters, for which the payment was made. However, FCSS' payment shall not relieve Contractor of Contractor's obligations under this Agreement or for deficient or defective Services that FCSS discovers after the payment is made.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; AND SUSPENSION OF SERVICES.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any written extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 GROUNDS FOR TERMINATION. During the Contract Term, this Agreement may only be terminated pursuant to one or more of the following:

3.2.1.1 CAUSE/WITHOUT CAUSE. A Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period.

3.2.1.2 CONTRACTOR INSOLVENCY. This Agreement shall terminate effective the day immediately preceding the day on which: (A) there is a filing by or against Contractor to have Contractor adjudged bankrupt or there is a petition for reorganization or arrangement of Contractor under any law relating to bankruptcy; (B) Contractor applies for, consents to, or has an order, judgment, or decree entered by a court for approval of a petition for appointment of a receiver, trustee, custodian, or liquidator of all or a substantial part of Contractor's assets; (C) Contractor is unable to, fails to, or admits in writing its inability generally to pay its debts or obligations as they become due; and/or (D) Contractor makes a

general assignment for the benefit of creditors. Contractor shall provide FCSS with written notice within 15 days of the occurrence of any of the aforementioned events.

3.2.1.3 **OTHER GROUNDS.** FCSS may terminate this Agreement effective on the date stated in FCSS' written notice of termination to Contractor pursuant to any of the following: (A) Contractor is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification or the Sole Proprietor Fingerprinting Addendum; (B) Contractor is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Contractor must hold to perform this Agreement; (E) Contractor assigns, transfers, or subcontracts any or all of Contractor's obligations and/or rights under this Agreement in breach of Section 7.3; (F) Contractor fails to maintain and provide written proof of insurance as required by Article 4; (G) Contractor is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Contractor's legal rights to exist or conduct business in California has been revoked or terminated by the State of California, another agency, or a court; and/or (I) Contractor's legal rights to exist or conduct business in California has been suspended or rendered inactive by the State of California, another agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.2 **RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement during the Contract Term, the following shall apply and survive the termination of this Agreement: (A) FCSS shall pay Contractor only for Services that Contractor is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Contractor shall submit an invoice within 30 days of the effective date of termination; (C) Sections 2.2 and 2.3 shall apply to Contractor's invoice and FCSS' payment under this Subsection; and (D) upon FCSS' payment, if any has been invoiced by Contractor and is due to Contractor, FCSS is not obligated to make any further payment to Contractor, whether pursuant to contract, law, or equity.

SECTION 3.3 SUSPENSION OF SERVICES. Despite any contrary provision in this Agreement, FCSS shall have the right to suspend, delay, or interrupt any or all Services at any time during the Contract Term by providing written notice to Contractor at least 15 days before the date on which the suspension, delay, or interruption is to begin, and stating the beginning and ending dates thereof ("**Suspension Period**"). Unless the Parties agree otherwise in writing, the following shall apply upon FCSS' exercise of the rights under this Section: (A) Contractor shall suspend, delay, or interrupt such Services as stated in FCSS' notice but shall continue to perform all other Services; (B) Contractor shall not be entitled to any compensation for Services that Contractor would have been required to perform under this Agreement but did not perform during the Suspension Period, and the Contract Amount shall be adjusted to deduct the amount of such compensation and such adjustment shall be set forth in an amendment executed by the Parties; (C) Contractor shall not be entitled to any damage, loss, or cost arising out of, resulting from, or relating to FCSS' exercise of its right under this Section or the Suspension Period; (D) Contractor shall resume performance of the suspended Services on the next business day following the last day of the Suspension Period; and (E) the Contract Term shall remain the same.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing to perform or delaying performance of this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as epidemics or pandemics (nationally, statewide, or locally declared) tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse FCSS' payment to Contractor of any portion of the Contract Amount that is due to Contractor where Contractor has performed, in accordance with this Agreement, the Services for which payment is requested, and submitted an invoice and supporting information as required on the Cover and Section 2.2. Contractor shall not receive any payment for Services that Contractor did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

SECTION 4.1 REQUIRED INSURANCE. Contractor, at its cost unless stated otherwise on the Cover, shall maintain in effect insurance as marked on the Cover and complying, at a minimum, with the applicable requirements stated below. If Contractor is a California public agency, the required coverage may be through self-insurance. FCSS, in its sole discretion, may waive in writing any requirement in this Article; however, FCSS' failure to insist or request that Contractor comply with such requirements shall not constitute a waiver on FCSS' part. FCSS reserves the right to reject any insurance and/or to require that Contractor obtain insurance through an insurer satisfactory to FCSS.

- 4.1.1 *Commercial General Liability*, in effect during the Contract Term, coverage for property damage, bodily injury, and personal and advertising injury with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This insurance shall contain a blanket additional insured endorsement or be endorsed to name the Fresno County Superintendent of Schools and the Fresno County Board of Education and their officers, employees, agents, and volunteers as an additional insured.
- 4.1.2 *Workers Compensation* in accordance with California laws and *Employer's Liability Insurance* with a limit of not less than \$1,000,000 per accident, both of which shall be in effect during the Contract Term.
- 4.1.3 *Commercial Automobile Liability*, in effect during the Contract Term, with limits per accident not less than the amount stated on the Cover and providing coverage, at a minimum, for non-owned and hired autos and, if there are any autos owned by Contractor, then also covering owned autos.
- 4.1.4 *Professional Liability*, in effect during the Contract Term and three years thereafter, with limits of not less than \$1,000,000 per claim and \$2,000,000 general aggregate, written on a claims-made basis. The obligation to maintain this insurance shall survive the termination of this Agreement.

SECTION 4.2 PROOF AND NOTICE; DEDUCTIBLE OR SELF-INSURED RETENTION. Contractor shall provide to FCSS: (A) as required on the Cover and from time to time as FCSS may request, written proof satisfactory to FCSS of the existence of the insurance required of Contractor, including any required endorsement; (B) upon FCSS' request, a copy of the insurance policy and/or other evidence of insurance satisfactory to FCSS; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Contractor's insurance coverage such that the insurance does not comply with the requirements in Section 4.1, or (3) any required insurance's policy limits have been reduced below those required in Section 4.1. Contractor shall disclose any deductible or self-insured retention for any of the required insurance. FCSS reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Contractor obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Contractor provide other assurances satisfactory to FCSS. Contractor's obligation to provide written proof of the insurance required under Section 4.1 shall survive the termination of this Agreement.

ARTICLE 5 INDEMNITY.

The indemnity provision of the Fingerprinting Certification, the Sole Proprietor Fingerprinting Addendum, and/or the TB Certification, to the extent such document(s) is/are applicable as indicated on the Cover, shall govern to the extent provided therein. In all other respects relating to this Agreement, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by the provisions of this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or

relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. **"Third Party"** means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Contractor; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. **"Final Determination"** means any judgment, order, or decision, each a **"Determination,"** by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During any dispute, FCSS' decision, for the time being, shall prevail and Contractor shall perform this Agreement as FCSS directs without prejudice to a Final Determination, as this term is defined in Article 5. During a dispute regarding payment under this Agreement, FCSS shall pay Contractor the amount that is undisputed and due to Contractor; if a disputed amount is determined in a Final Determination to be due to Contractor, FCSS shall pay such amount to Contractor within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, FCSS shall pay Contractor in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, TRANSFER, AND SUBCONTRACT. Contractor is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of FCSS. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Contractor and its officers, employees, agents, and any other person performing services for or on behalf of Contractor shall not have any right or claim against FCSS for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. Contractor shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without FCSS' prior written consent. Unless stated on the Cover, Contractor shall not subcontract with any third party to perform some or all of the Services required of Contractor.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail *and* transmitted by e-mail; and, *if to FCSS, a copy of any notice and demand by email to: Legal Services at legalservices@fcoe.org.* A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

//

Client#: 614399

FRESNUNIF1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC PO Box 85638 San Diego, CA 92122		CONTACT NAME: Anna Casale PHONE (A/C, No, Ext): 858-587-7419 E-MAIL: anna.casale@MarshMMA.com ADDRESS:		FAX (A/C, No): 858-909-9652
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Safety National Casualty Corporation		15105
		INSURER B: Princeton Excess & Surplus Lines Ins Co		10786
		INSURER C: Hallmark Specialty Insurance Company		26808
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSURED
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR INV'D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GLE4062947	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$0 MED EXP (Any one person) \$included PERSONAL & ADV INJURY \$included GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$included Retention \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA6675579	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTIONS		XPE4062950	04/01/2021	04/01/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		SP4063331	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	2nd Excess		N3A3FF000001501	04/01/2021	04/01/2022	\$5,000,000
C	3rd Excess		77PEF210120	04/01/2021	04/01/2022	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Use of Premises/Facilities for Various Events Throughout the Policy Period
 Certificate holder is included as Additional Insured as respects General Liability and Auto Liability per attached endorsements.

CERTIFICATE HOLDER Fresno County Superintendent of Schools ("FCSS") 2405 Tulare Street, Suite 101 Fresno, CA 93721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Anna H. Casale</i>
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INSURED: Fresno Unified School District

POLICY #: GLE4062947

POLICY PERIOD: 04/01/2021

TO 04/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall be deemed to override and negate this blank. Designated Additional Insured.
Designated Project, Location, or Work of Covered Operations:
As per written contract or agreement with the above described person(s) or organization(s).

CHANGE

SECTION II - WHO IS AN INSURED is amended to include:

4. The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- a. Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions while actively engaged in the performance of your ongoing operations involving the project(s), location(s), or work designated in the Schedule and as specified in the contract between you and the above scheduled Additional Insured(s).
- b. The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:
 - (1) If the "occurrence" or offense takes place subsequent to the execution and effective date of such written contract; and,
 - (2) While such written contract is in force, or until the end of the policy period, which ever occurs first.
- c. How Limits Apply to Additional Insured(s)
The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:
 - (1) The limits of insurance specified in the written contract or written agreement; or,
 - (2) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

d. Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be **subject to all other conditions set forth in the Coverage Form.**
This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

INSURED: Fresno Unified School District

POLICY #: CA6675579

POLICY PERIOD: 04/01/2021

TO 04/01/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):
Person(s) or Organization(s) as required by written contract.
Any individually scheduled Designated Additional Insured shall not be construed to override and negate this Designated Additional Insured.

CHANGE

The person(s) or organization(s) shown in the Schedule above with whom you have agreed in a written contract to provide insurance such as is afforded under this Coverage Form, is included as an Additional Insured subject to the below:

- (1) Insurance for such Additional Insured(s) scheduled above shall be afforded only to the extent that such Additional Insured is liable for "bodily injury" or "property damage" arising out of your operations and resulting from the ownership, maintenance or use of covered "autos" by you while the covered "autos" are on premises owned or leased by the above scheduled Additional Insured(s).

- (2) The insurance afforded under this Coverage Form to such Additional Insured(s) applies only:

(a) If the "accident" takes place subsequent to the execution and effective date of such written contract; and,

(b) While such written contract is in force, or until the end of the policy period, which ever occurs first.

- (3) How Limits Apply to Additional Insured(s)

The most we will pay on behalf of the Additional Insured(s) scheduled above is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or,

(b) The Limits of Insurance provided by the Coverage Form.

The amount we will pay on behalf of such Additional Insured(s) shall be a part of, and not in addition to, the Limits of Insurance shown in the Coverage Form Declarations and described in this section. Such amount will thus not increase the Limits of Insurance shown for the Coverage Form.

- (4) Exclusions

(a) This endorsement does not apply to liability of the Additional Insured which arises out of the ownership of transportation operating rights granted to the Additional Insured by public authority.

(b) This endorsement does not apply to the liability of the owner or anyone else from whom you hire or borrow a covered auto.

(5) Obligations at the Additional Insured's Own Cost

No Additional Insured will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

The Additional Insured(s) scheduled above shall be subject to all other conditions set forth in the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM B-15

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss the Fresno Unified School District Supplement to the Local Control and Accountability Plan and the Federal Addendum

ITEM DESCRIPTION: Included in the Board Binders is a copy of the Fresno Unified School District Supplement to the Local Control and Accountability Plan (LCAP) and Federal Addendum. Staff will present and the Board of Education will discuss the Supplement to the LCAP and the Addendum.

The Supplement to the LCAP and additional presentation requirements must be presented to the Board of Education on or before February 28, 2022, at a regularly scheduled board meeting. School Districts received additional funds this year after the adoption of the LCAP and the district budget. This Supplement report is meant to provide an update and ensure transparency on the use of the funds and the status of implementation and effectiveness of services. There are two components to complete this requirement: completion of the template and a presentation reflecting the template and the additional elements.

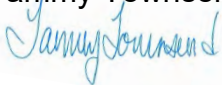
1. The LCAP Supplement Template: contains 5 questions requiring narrative responses.
2. The presentation must address funding, engagement with the educational partners, program implementation, and progress toward outcomes.

The Federal Addendum is in addition to the LCAP and is not required as part of the Supplement to the LCAP. Districts are required to complete this plan, describing how required provisions are addressed for the Every Student Succeeds Act (ESSA) for Title I Part A, Title II Part A, Title III Part A, and Title IV Part A.

The Board of Education originally approved the Federal Addendum on June 12, 2019 and it has been posted on the district's website since then. In addition, the California Department of Education (CDE) approved the district's Addendum on November 01, 2019. The updated Addendum will be reviewed by CDE in multiple program areas during the upcoming Federal Program Monitoring (FPM) in May 2022.

FINANCIAL SUMMARY: Funding for planned investments is available through the Local Control Funding Formula (LCFF) and various federal programs.

PREPARED BY: Tammy Townsend
Executive Officer



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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:





Supplement to Local Control and Accountability Plan

Board of Education

February 16, 2022

What we will cover

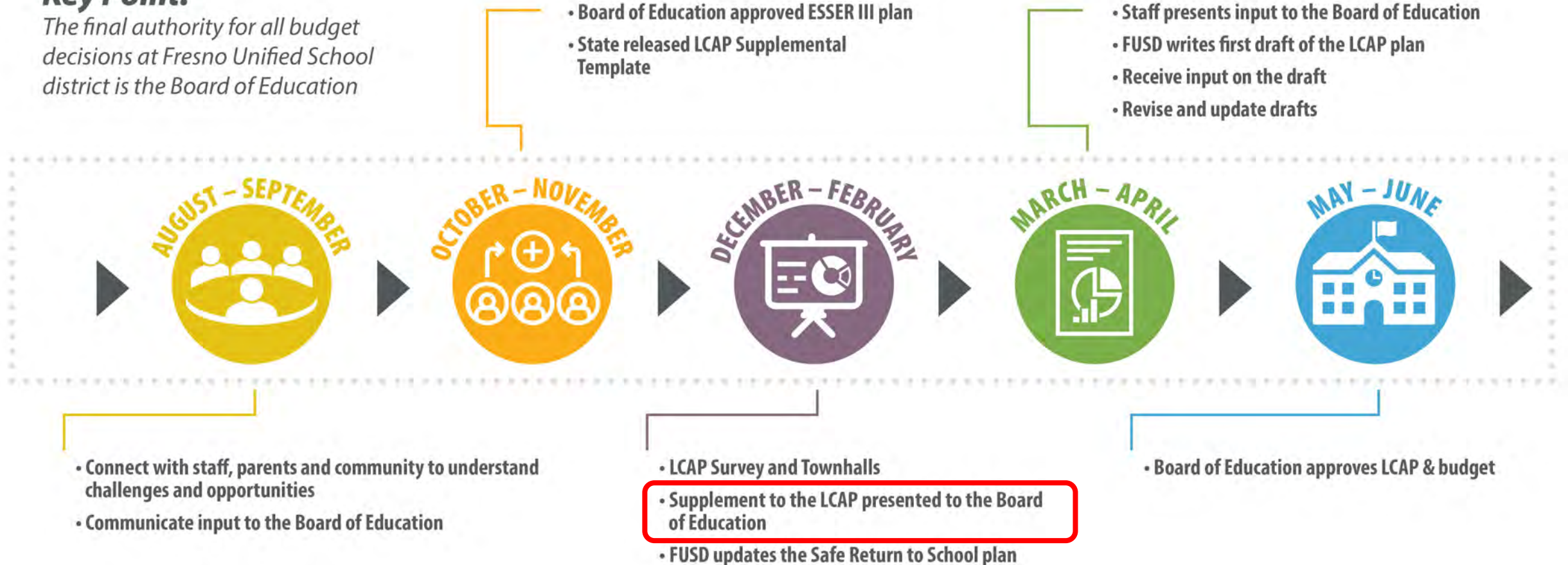
- LCAP Planning and Engagement Timeline
- Supplement to the LCAP
 - New - Mid-Year Supplemental Report
 - New - Mid-year Metrics
 - New - Mid Year Update of the Budget Overview for parents
 - New – Mid Year Update LCAP Actions/Investments
- LCAP Federal Addendum



2021/22 Planning and Engagement Timeline

Key Point:

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



Supplement includes Five Prompts

1

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2021/22 Local Control and Accountability Plan (LCAP)

2

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent

3

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils

4

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation

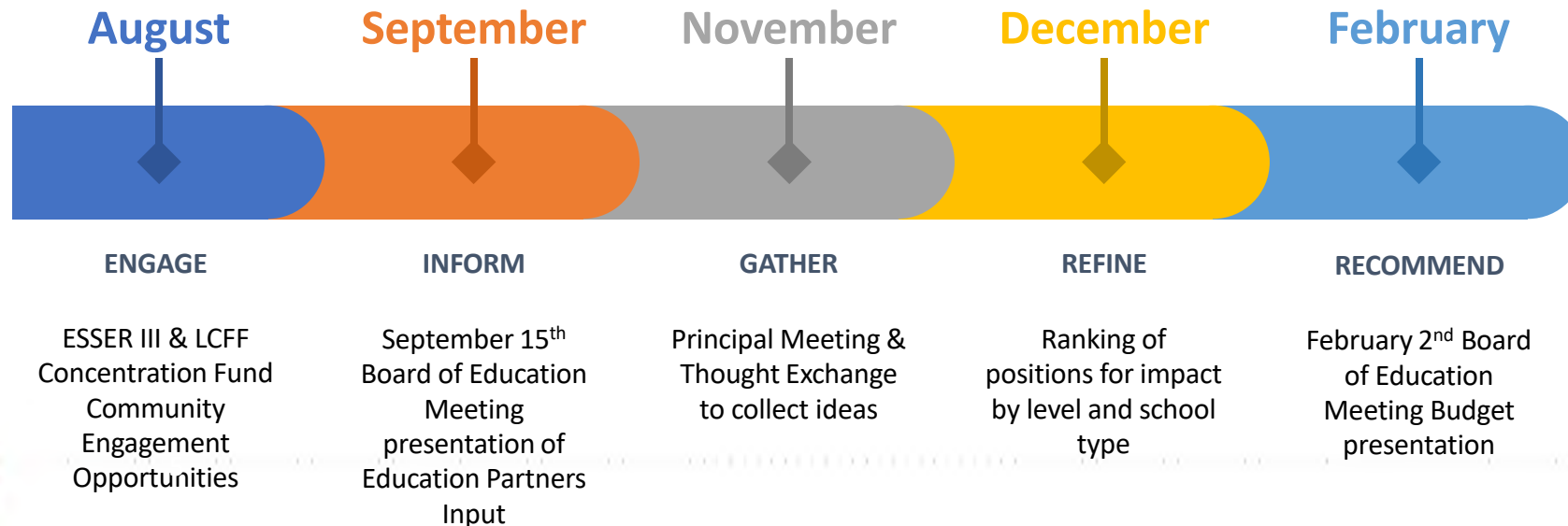
5

A description of how the LEA is using its fiscal resources received for the 2021/22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021/22 LCAP and Annual Update

Prompt Two: Utilizing the Supplemental Grant Add-On

As presented at the September 15 and December 15 Board meetings:

- Ongoing funding: \$30.0 Million
- Must be used to increase the number of credentialed and/or classified staff at schools
- Schools must meet “high need” criteria:
 - Excludes adding staff at Baird, Bullard Talent, Forkner, Malloch, and Starr
- February 2, 2022, Board of Education meeting recommendation of 300.6 FTE



Mid-Year Metric Update: Academic Outcomes

Metric Description	Reporting Timeline	Reporting Year	District	Low Income	English Learner	Foster Youth
Early Assessment Program - English Language Arts	Baseline	2018/19	44.90%	41.90%	2.40%	N/A
Early Assessment Program - English Language Arts	Year 1 Outcome	2020/21	46.64%	43.92%	7.56%	0.50%
Early Assessment Program - Math	Baseline	2018/19	15.50%	13.10%	1.50%	N/A
Early Assessment Program - Math	Year 1 Outcome	2020/21	17.88%	14.37%	3.44%	0.10%
Rate of students who passed Advanced Placement with a score of 3 or higher	Baseline	2019/20	27.40%	25.30%	33.90%	20.00%
Rate of students who passed Advanced Placement with a score of 3 or higher	Year 1 Outcome	2020/21	19.60%	17.10%	16.50%	11.10%
A-G Completion 4-year cohort	Baseline	2019/20	54.00%	52.40%	27.90%	27.60%
A-G Completion 4-year cohort	Year 1 Outcome	2020/21	51.80%	49.10%	24.50%	23.40%
English learner Reclassification rate	Baseline	2019/20	10.40%			
English learner Reclassification rate	Year 1 Outcome	2020/21	1.40%			

Mid-Year Metric Update – Operational and School

Metric Description	Reporting Timeline	Reporting Year	District	Low Income	English Learner	Foster Youth
Facilities are properly maintained	Baseline	2019/20	100.00%			
Facilities are properly maintained	Year 1 Outcome	2020/21	100.00%			

Metric Description	Reporting Timeline	Reporting Year	District	Low Income	English Learner	Foster Youth
High School dropout rate	Baseline	2019/20	8.30%	8.60%	15.20%	29.30%
High School dropout rate	Year 1 Outcome	2020/21	8.70%	9.30%	14.70%	33.00%
High School graduation rate	Baseline	2019/20	88.20%	87.90%	75.80%	65.50%
High School graduation rate	Year 1 Outcome	2020/21	87.60%	86.90%	76.50%	61.30%
Middle School dropout rate	Baseline	2019/20	0.46%	0.44%	0.66%	0.68%
Middle School dropout rate	Year 1 Outcome	2020/21	0.75%	0.73%	0.75%	2.30%
Chronic Absenteeism rate	Baseline	2018/19	15.80%	16.70%	9.30%	23.70%
Chronic Absenteeism rate	Year 1 Outcome	2020/21	24.00%	25.90%	21.30%	41.20%
Student Suspension rate	Baseline	2018/19	7.00%	7.40%	4.40%	19.00%
Student Suspension rate	Year 1 Outcome	2020/21	0.20%	0.20%	0.20%	1.10%
School attendance rate	Baseline	2018/19	91.20%	91.10%	92.50%	87.80%
School attendance rate	Year 1 Outcome	2020/21	87.50%	87.10%	89.20%	78.90%

Mid-Year Update: Budget Overview for Parents

IMPACT OF 2021 BUDGET ACT ON 2021/22 ADOPTED BUDGET

Funding	Adopted Budget (from 2021/22 LCAP)	Current Budget (Per State Enacted Budget)	Difference
LCFF Base Grant	\$607.9	\$611.1	\$3.2
LCFF Supplemental and Concentration Grants	\$206.3	\$236.3	\$30.0
Other State Funds	\$187.2	\$209.3	\$22.1
Local Funds	\$18.3	\$21.1	\$2.8
Federal Funds	\$209.9	\$288.0	\$78.1
TOTAL BUDGETED REVENUE	\$1,229.6	\$1,365.8	\$136.2
TOTAL BUDGETED EXPENDITURES	\$1,203.7	\$1,345.7	\$142.0

Student Goal: Improve Academic Performance at Challenging Levels

ACTION #	ACTION TITLE	PERCENT IMPLEMENTED
1	Designated School Investment	FULLY IMPLEMENTED
2	Early Interventions	FULLY IMPLEMENTED
3	Additional Teacher Supply Funds	85.24%
4	Middle & High School Redesign	FULLY IMPLEMENTED
5	Eliminate Elementary Combination Classes	FULLY IMPLEMENTED
6	National Board Certification	71.97%
7	Instructional Supports	FULLY IMPLEMENTED
8	Additional Teachers Above Base Staffing	FULLY IMPLEMENTED
9	Additional School Site Administration for Elementary and Middle Schools with High Unduplicated Counts	FULLY IMPLEMENTED
10	African American Academic Acceleration	FULLY IMPLEMENTED

Student Goal: Improve Academic Performance at Challenging Levels

ACTION #	ACTION TITLE	PERCENT IMPLEMENTED
11	Early Childhood Education Developmental Screening	FULLY IMPLEMENTED
12	Additional Supports for Libraries	FULLY IMPLEMENTED
13	Equity & Access	FULLY IMPLEMENTED
14	GATE (Gifted and Talented Education)/Advanced Placement (AP)/International Baccalaureate (IB)/SAT/PSAT Fees	FULLY IMPLEMENTED
15	Expand Alternative Education	FULLY IMPLEMENTED
16	Maintain Additional Services for Phoenix Community Day School	FULLY IMPLEMENTED
17	After School Tutoring	FULLY IMPLEMENTED
18	Extended Summer Learning	FULLY IMPLEMENTED
19	All teachers are teachers of English learner (EL) students	FULLY IMPLEMENTED
20	Expansion of Dual Language Immersion Programs	86.48%

Student Goal: Improve Academic Performance at Challenging Levels

ACTION #	ACTION TITLE	PERCENT IMPLEMENTED
21	BASE: Instruction	FULLY IMPLEMENTED
22	BASE: Special Education	FULLY IMPLEMENTED
23	BASE: Professional Learning	78.99%
24	BASE: Technology Access and Support	77.41%
25	BASE: Early Learning	FULLY IMPLEMENTED
26	BASE: Equity and Access	FULLY IMPLEMENTED
27	High Quality School Site Health Services	FULLY IMPLEMENTED
28	Mental Health Supports	FULLY IMPLEMENTED
29	Expanded Transportation Services	FULLY IMPLEMENTED
30	Upgrading Access to Technology	FULLY IMPLEMENTED
31	Student Technology Access and Annual Refresh	FULLY IMPLEMENTED

Student Goal: Expand Student-Centered and Real-World Learning Experiences

ACTION #	ACTION TITLE	PERCENT IMPLEMENTED
32	Linked Learning, ROP, and CTE Pathway Development	FULLY IMPLEMENTED
33	Kids Invent!	82.48%
34	Men's and Women's Alliance	FULLY IMPLEMENTED



Student Goal: Increase Student Engagement in their School and Community

ACTION #	ACTION TITLE	PERCENT IMPLEMENTED
35	Supports for Students in Foster Care	FULLY IMPLEMENTED
36	Increase School Allocations for Athletics	FULLY IMPLEMENTED
37	District-Funded Educational Enrichment Trips	80.63%
38	District Arts Collaborative Project	79.00%
39	Increased Funding for Music	FULLY IMPLEMENTED
40	Student Peer Mentor Program	FULLY IMPLEMENTED
41	Social Emotional Supports	FULLY IMPLEMENTED
42	School Climate and Culture Expansion	FULLY IMPLEMENTED
43	Restorative Practices / Relationship Centered Schools	FULLY IMPLEMENTED
44	BASE: Department of Prevention and Intervention	FULLY IMPLEMENTED

Staff and Family Goals

ACTION #	ACTION TITLE	PERCENT IMPLEMENTED
45	BASE: Recruitment, Selection and Retention of Human Capital	FULLY IMPLEMENTED

ACTION #	ACTION TITLE	PERCENT IMPLEMENTED
46	Parent Engagement Investments	FULLY IMPLEMENTED
47	Expanded Student, Parent and Community Communication	73.21%

Contributes to all Fresno Unified School District Goals

ACTION #	ACTION TITLE	PERCENT IMPLEMENTED
48	School Site Allocations to be Prioritized by each School's Site Council	FULLY IMPLEMENTED
49	Supplemental Student Supports	FULLY IMPLEMENTED
50	BASE: Central Office Administration	FULLY IMPLEMENTED
51	BASE: Business and Financial Services	FULLY IMPLEMENTED
52	BASE: Operational Services	FULLY IMPLEMENTED
53	BASE: Other Expenses	88.16%
54	One-time Recovery Resources	FULLY IMPLEMENTED



LCAP Federal Addendum

- Addendum to the LCAP
- Addresses required federal ESSA provisions
ESSA federal funds
- Title I, Part A, Part D
- Title II, Part A
- Title III, Part A
- Title IV, Part A
- Supporting document for the upcoming Federal
Program Monitoring review

Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

LEA name:

Fresno Unified School District

CDS code:

10 62166 0000000

Link to the LCAP:

(optional)

<https://stafed.fresnounified.org/lcap/>

**For which ESSA programs
will your LEA apply?**

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE I, PART D

Prevention and Intervention Programs for
Children and Youth Who Are Neglected,
Delinquent, or At-Risk

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

*(NOTE: This list only includes ESSA
programs with LEA plan requirements;
not all ESSA programs.)*

Plan is available at: <https://stafed.fresnounified.org/lcap/>

Questions



Supplement to the Annual Update to the 2021–22 Local Control and Accountability 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

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

Below is a summary of the funds provided in the Budget Act of 2021 that were not included in the LCAP. Fresno Unified will continue to engage community partners regarding the additional Cost-Of-Living-Adjustment (COLA) and 15% increase to concentration funds during the LCAP community partners engagement opportunities in the first half of 2022.

Budgetary Impact of 2021 Budget Act on 2021/22 Adopted Budget				
Budget Item	Adopted Budget Amount (in approved LCAP) - Budget Overview for Parents	Current Budget Amount (per State Enacted Budget)	Difference	
LCFF BASE Grant	\$ 607,937,775	\$ 611,181,471	\$	3,243,696
LCFF supplemental and concentration grants	\$ 206,293,921	\$ 236,293,921	\$	30,000,000
Other state funds	\$ 187,187,967	\$ 209,292,280	\$	22,104,313
Local funds	\$ 18,328,074	\$ 21,103,562	\$	2,775,488
Federal funds	\$ 209,856,967	\$ 287,987,274	\$	78,130,307
Total projected revenue	\$ 1,229,604,704	\$ 1,365,858,508	\$	136,253,804
Total budgeted general fund expenditures	\$ 1,203,723,691	\$ 1,345,729,176	\$	142,005,485

Fresno Unified School District has a long-established foundational principal of meaningful educational partner engagement. These efforts have been refined and improved through the Local Control and Accountability Plan (LCAP) process. The engagement

process for the current year LCAP can be viewed on pages 153 – 167 of the LCAP, [Final-2021-22-LCAP 9.17.21-2.pdf \(fresnounified.org\)](#).

For the current school year and to support decisions made after the June 2021 approval of the Local Control and Accountability Plan, Fresno Unified staff undertook an extensive outreach effort to better understand the preferences of parents, teachers, staff, and students. Beginning in August 2021 and continuing into February 2022, staff reached out to educational partners on several topics, including seeking information on student needs, a discussion of new ESSER III funding, and staffing opportunities made available to the district through funding from the additional 15% allocated through Local Control Funding Formula concentration funds.

The engagement efforts to date in the 2021/22 school year can be summarized by the following:

Participating Group	Targeted Audience	Date
Principal's Resource Fair	Administrators/Principals	August 2021
Back to School Saturday Family Fair	Families	August 2021
Community Based Organizations*	Organizations that serve underserved students*	August 2021
Go Fresno Public Schools	Families	August 2021
DELAC	Families	August 2021
Fresno Rescue Mission	Organization that serves underserved families	August 2021
Special Education Administrators	Special Education Administrators	August 2021
Fresno EOC	Organization that serves underserved families	August 2021
Foster Youth Student Voice	Foster / Homeless Students	August 2021
Social Media Blast W/ Video (Twice)	Fresno Unified Community	August/September
Community ThoughtExchange	Families, Students, Teachers, Administrators	August/September
School Administrator Newsletter	Site Administrators	September 2021
Educational Partner Input - BOE	Board of Education, Community	September 2021
Principal Meeting	Administration/Principals	September 2021
Foster Youth Roundtable	Students/staff	October 2021
District Advisory Committee (DAC)	Families/Staff	November 2021
District English Learners Advisory Committee (DELAC)	Families	November 2021
Principal Meeting – Thought Exchange	Administrators/Principals	November 2021
Principal Meeting	Administration/Principals	January 2022
Labor Management – FTA Trades	Staff	January 2022
Labor Management – FASTA	Staff	January 2022
LCAP Community Townhall Meeting	Parents, Community, Administrators, Staff, Students	January 2022
LCAP Student Engagement Outreach	Students	January 2022
LCAP Community Townhall Meeting	Parents, Community, Administrators, Staff, Students	January 2022
LCAP Student Engagement Outreach	Students	January 2022
LCAP Community Townhall Meeting	Parents, Community, Administrators, Staff, Students	January 2022
LCAP Student Engagement Outreach	Students	January 2022

Community Advisory Committee (CAC)	Families	January 2022
District Advisory Committee (DAC)	Families/Staff	January 2022
Additional Positions – BOE	Board of Education, Community	February 2022
LCAP Community Townhall Meeting	Parents, Community, Administrators, Staff, Students	February 2022
LCAP Student Engagement Outreach	Students	February 2022
LCAP Community Townhall Meeting	Parents, Community, Administrators, Staff, Students	February 2022
LCAP Student Engagement Outreach	Students	February 2022
LCAP Community Townhall Meeting	Parents, Community, Administrators, Staff, Students	February 2022
LCAP Student Engagement Outreach	Students	February 2022
LCAP Community Townhall Meeting	Parents, Community, Administrators, Staff, Students	February 2022
LCAP Student Engagement Outreach	Students	February 2022
Virtual (English) LCAP Community Townhall	Parents, Community, Administrators, Staff, Students	February 2022
Virtual (Spanish) LCAP Community Townhall	Parents, Community, Administrators, Staff, Students	February 2022
Virtual (Hmong) LCAP Community Townhall	Parents, Community, Administrators, Staff, Students	February 2022

* 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.

Input from staff, students, parents, and community members was shared with both district leaders and with the Board of Education. A proposal for use of the 15% in concentration funds, amounting to the \$30 million annually, was taken to the Board of Education on February 2, 2022.

Upcoming engagement opportunities for these funds included at the following link:

<https://app.peachjar.com/flyers/2196228/districts/5205>

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

School districts such as Fresno Unified that have a high concentration of students who are English learners, foster youth and/or low-income will receive an additional 15% increase in funding from the Local Control Funding Formula concentration grant. For Fresno Unified, this results in an ongoing annual increase of \$30.3 million. These additional funds will be used to hire certificated and/or classified staff at school sites that have an enrollment of students who are low-income, English learners, and/or foster youth greater than 55%. For Fresno Unified, this would be every school site except Baird, Bullard Talent, Forkner, Malloch, and Starr.

To determine which positions to add, the district sought input from its educational partners such as parents, students, and staff, as well as the input from community-based organizations. A proposal was presented to the Board of Education on February 2, 2022.

Additional staff:

		New Staffing – Achieved through additions and reassignments			Position Additions		
		Elementary	Middle	High	Specialty Schools	Total FTE Added	
Social Emotional	School Psychologist	1 per site	1 per site	2 per site		27.0	
	Behavior Intervention Specialist				1	1.0	
	Resource Counseling Assistant			1 per site	3	10.0	
Special Education	Regional Instructional Manager		0.5 per site	1 per site	1	15.0	
Academic Support & School Climate	Instructional Coach	1 per site			1	65.0	
	Counselor		1 per site*			15.0	
	Teacher, Campus Climate and Culture		1 per site			9.6	
	Vice Principal or GLA			1 per site*	4	11.0	
Attendance Support & Family Engagement	Child Welfare Attendance Officer	0.5 to 1 per site	1 per site		2	47.0	
	Home School Liaison	1 per site	1 per site			77.0	
Safety	Campus Safety Assistant		1 per site*	1 per site*	1	23.0	
Grand Total		*Staffing recommendation is in addition to current positions allotted through staffing					300.6 FTE

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Fresno Unified recognized the need to be efficient and thorough in communication with educational partners around the needs of students. To reach as many individuals as possible, discussions as early as August 2021 focused on the general topic of evolving student needs. Presentations were made to ensure educational partners were aware of both one-time federal funding and additional state funding through the Local Control Funding Formula (LCFF) Concentration Grants, but feedback received was categorized for the Board of Education and district leaders around positions (LCFF Concentration Grants) and immediate needs in response to the impacts of the COVID-19 pandemic (ESSER III Funding). Initial feedback was presented to the Board of Education in September 2021 <https://board.fresnounified.org/wp-content/uploads/20210915-0-Agenda-and-Support-Material.pdf> to begin planning and implementation for ESSER III funds and completion of the ESSER III Expenditure Plan.

The complete engagement strategy, which included both one-time federal funds and LCFF Concentration funding is described in detail in the first prompt of this supplement. The following links and page numbers indicate how and when the district engaged its educational partners in the use of funds received to support recovery for the COVID-19 Pandemic:

1. Learning Continuity and Attendance Plan, [Learning Continuity and Attendance Plan Template - Learning Continuity and Attendance Plan \(CA Dept of Education\) \(fresnounified.org\)](#), pages 2 – 4
2. Expanded Learning Opportunities Grant Plan, [Microsoft Word - ELO - Template \(1\).docx \(fresnounified.org\)](#), pages 1 – 2
3. Local Control and Accountability Plan, [Final-2021-22-LCAP 9.17.21-2.pdf \(fresnounified.org\)](#), pages 153 – 167
4. ESSER III Expenditure Plan, [ESSER 3 Expenditure Plan Template and Instructions - Federal Stimulus Funding \(CA Dept of Education\) \(fresnounified.org\)](#), pages 2 – 5

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

Fresno Unified prioritized spending funds from other sources with deadlines that were earlier than ESSER and GEER. All funds from the Federal American Rescue Plan Act and Federal Elementary and Secondary School Emergency Relief expenditure plan will be expended prior to the required deadlines.

Success:

Additional, one-time resources enabled Fresno Unified to expand learning opportunities for students in the form of additional instructional time, expanded summer and winter learning and enrichment, expanded after school programs and significantly growing eLearn opportunities for families choosing independent study programs. To target specific needs of students, math and literacy classes sizes were reduced, additional credit recovery options were made available, and school sites received additional, one-time funding to be utilized based on the unique needs of their school site. Books and backpacks were purchased to bridge learning from home to classrooms.

Teachers received additional supports through a two-day voluntary professional learning summit and efforts were made to expand teacher pipeline programs. Investments were made in technology kits to facilitate simultaneous teaching.

In response to the specific student and staff needs associated with the pandemic, the district contracted for additional health supports, prioritized investments around student and staff mental health, invested in additional student laptops, hotspots and repairs,

extended internet capacity in disadvantaged neighborhoods, supported classroom telecom needs, and upgraded classroom ventilation.

Challenges:

School district budgets usually do not involve significant, one-time funding as most expenditures are staff which would not be appropriate with one-time funds. Investments in hiring and training and the importance of being an employer of choice require ongoing, long-term funding.

While additional resources are always helpful and appreciated, short spending timelines do not allow for extensive planning and methodical implementation. In the case of the ESSER III expenditure plan, community engagement, drafting of the expenditure plan and approval of the plan all had to be happen within a few short months. Given the amount of funding, \$387 million, the quick turnaround was a challenge.

School districts over the previous two years have been tasked not only with the education of students amid a global pandemic, but also the literal health and safety of students and district employees. Everchanging health guidance and mandates make planning for safety needs a challenge.

Lastly, many of the state and federal funding sources provided to school districts require the drafting and adoption of cumbersome spending and implementation plans.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

Fresno Unified is utilizing funds received in the 2021/22 school year in two keyways. The first is to expand or grow key actions outlined in the district’s Local Control and Accountability Plan that support progress towards the district’s 5 new goals. The second way Fresno Unified is utilizing funding received in the 2021/22 school year is to properly respond to the evolving impacts to students, family, and staff during the pandemic.

Safe Return to In-Person Instruction and Continuity of Services Plan

Fresno Unified used its fiscal resources to implement the requirements of the Safe Return to In-Person Instruction and Continuity of Services Plan by utilizing the resources received to:

1. Create and communicate opportunities for vaccine distribution and no cost testing
2. Personal protective equipment dissemination, including sanitizer and masks, to students and staff
3. Added air purification devices to classrooms
4. Signage program to raise awareness of protocols and health precautions
5. Time and additional supplies as needed to ensure proper disinfection of classrooms
6. Additional electronic devices and supplies to avoid shared items when possible

7. Grab and go lunches provided to students enrolled at eLearn Academy
8. CAT teams deployed to assist with contact tracing

ESSER III Expenditure Plan

Fresno Unified used its fiscal resources to implement the requirements of the ESSER III Expenditure Plan by expanding learning opportunities for students in the form of additional instructional time, expanded summer and winter learning and enrichment, expanded after school programs significantly growing eLearn opportunities for families choosing independent study programs. While all these opportunities are also outlined in the LCAP, additional funding allowed each of these key opportunities for students to increase in the 2021/22 school year. To target specific needs of students, math and literacy classes sizes were reduced, additional credit recovery options were made available and school sites received additional, one-time funding site-based funding can be utilized based on the unique needs of each school site.

Teachers received additional supports through a two-day voluntary professional learning summit and efforts were made to expand teacher pipeline programs. Investments were made in technology kits to facilitate simultaneous teaching.

In response to the specific student and staff needs associated with the pandemic, the district contracted for additional health supports, prioritized investments around student and staff mental health, invested in additional student laptops, hotspots and repairs, extended internet capacity in disadvantaged neighborhoods, supported classroom telecom needs, and upgraded classroom ventilation. Mental health supports are a key area of investment in the district's LCAP.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA's 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA's educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: *“A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”*

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Local Control and Accountability Plan (LCAP) Every Student Succeeds Act (ESSA) Federal Addendum Template

LEA name:

Fresno Unified School District

CDS code:

10 62166 0000000

Link to the LCAP:

(optional)

<https://stafed.fresnounified.org/lcap/>

For which ESSA programs will your LEA apply?

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE I, PART D

Prevention and Intervention Programs for
Children and Youth Who Are Neglected,
Delinquent, or At-Risk

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

*(NOTE: This list only includes ESSA
programs with LEA plan requirements;
not all ESSA programs.)*

TITLE I, PART A -- TITLE II, PART A -- TITLE III, PART A -- TITLE IV, PART A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Fresno Unified School District serves a diverse population of over 71,000 students in preschool through grade 12, with more than 63 languages spoken by students and their families. With a mission of 'nurturing and cultivating the interests, intellect, and leadership of our students', the district is focused on offering exciting educational experiences achieved by an excellent, equitable education in a culturally proficient environment. The district is committed to improving student outcomes by utilizing a model of continuous improvement with investment priorities rooted in a review of performance on a variety of state and local indicators. These indicators provide an assessment of student progress in academic achievement and illuminate performance gaps by student groups. Investment strategies are also informed by valuable feedback gathered through education partner engagement. Input received from a variety of education partners helps to craft the district's strategy for investment. As investment priorities are developed and refined, considerations for use of federal funding received by the district are integrated into the Local Control and Accountability Plan to supplement other state and local funds received for planned actions. Federal funds are used to enhance the scope of the investment, which would otherwise not be possible.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

The district's Local Control and Accountability Plan (LCAP) illustrates the coordination of the following in order to improve student outcomes: the five district goals; the assessment of performance; and, investment priorities. The plan includes investments made from the entire general fund, including State and Federal grants. Each investment priority is described as an action and connected to one of the five district goals: 1) Improve academic performance at challenging levels 2) Expand student-centered and real-world learning experiences 3) Increase student engagement in school and

community 4) Increase recruitment and retention of staff reflecting the diversity of our community and 5) Increase inclusive opportunities for families to engage in their student's education. Within the individual action or priority, the district's LCAP demonstrates this alignment and captures a representation of where and how all federal funding sources are utilized.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 <i>(as applicable)</i>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 <i>(as applicable)</i>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 <i>(as applicable)</i>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 <i>(as applicable)</i>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 <i>(as applicable)</i>

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The district works to identify and monitor disparities in service to diverse student populations through use of multiple tools and data sets. With online tools, such as the human resource and performance evaluation systems, data is collected, monitored, and used throughout the staffing process. Areas of data collection include status of teacher credentialing, credential type, years of service, special permit holdings, and teacher evaluation ratings. Further, the ability to collect and review information at multiple levels such as districtwide, regional, and site by site, facilitate meaningful review of staffing equity.

High quality teaching throughout the district is supported through various career ladder and professional learning opportunities. The teacher pipeline is an umbrella of programs that support aspiring, new and existing teachers. The Teacher Development department was created in 2009 with a vision to ensure that every classroom has a highly effective teacher and a purpose to provide a continuum of support for teachers. There are four overarching goals for the department that include recruitment, selection, training, and retention strategies. Working in partnership with Human Resources their goals include:

Increasing the diversity within the teacher pipeline to support closing the achievement gap, implementation of a pre-service training to in-service that occur once hired, teacher preparation model that is rich in Science, Technology, Engineering, and Mathematics (STEM) Social-Emotional learning, sequencing professional learning activities and advancing communities of practice that include internal departments, institutions of higher education, other school districts, and national organizations.

ASPIRING TEACHERS

Fresno Unified recognizes teacher and leader quality as the top factors in raising student achievement. The “grow our own” teacher program is the most efficient and sustainable strategy for developing a diverse, effective teaching force that is committed to high academic expectations for all learners. This method of recruiting and training teachers is research-based and proven to develop loyal, well-trained educators who will be retained through a deep commitment to our students and district. Fresno Unified has created eight aspiring teacher preparation programs.

Teacher Academy - a program providing experiences for students in grades 9-12 with an interest in education

Para Academy - a program for all paraprofessionals interested in teaching supporting their credential work

Grow 2 Teach - paraprofessionals identified to finish their credential within 5 years

Transition to Teaching - a program that focuses on “hard to fill” areas: math, science, and special education

Teacher Residency Program - an intensive teacher preparation program for aspiring teachers in all grade levels with a focus on Science, Technology, Engineering and Math (STEM)

Fresno Internship Credential Program - a program for alternative certification teachers to earn their teaching credential through Fresno Unified coursework and supervision

Student Teachers - Fresno Unified places all student teachers and provides professional learning to master teachers with their student teachers on co-teaching and working together within the classroom

Substitute Teachers - identify current substitutes with a credential who want to become full-time teachers or subs working towards a credential and providing long-term substitute positions for them to gain experience

New Teachers - each new teacher receives a minimum of 50 hours of transitional learning to support the retention of their new role. Once hired, all new teachers receive: New Hire and Induction Orientations, one-on-one coaching, face to face professional learning, attendance at conferences, Professional Learning Communities, grade level/content Lead Teacher support, and leader support.

INEFFECTIVE TEACHERS

An online performance evaluation tool is used to complete and compile evaluative data on teacher effectiveness. Data is used to identify ineffective teachers through a teacher’s evaluation. Human Resources collaborates with site leaders, as well as the department of Teacher Development to ensure these teachers are provided support, with the expectation they improve. If a teacher is not meeting standards and not improving with support, we move forward with presentation of a 90 Day Notice of Unsatisfactory Performance, as per Education Codes 44932 and 44938. Supports for ineffective teachers include:

Weekly Formal Observations - site administrators conduct weekly formal observations during the 90 Day Notice process. There are pre and post conferences, where teachers receive feedback.

Veteran Support Coaches - exemplary teachers that support the professional learning and job embedded practice of struggling teachers. Veteran Support Coaches are job-alike peers that are assigned 1:1 to provide intensive support.

Instructional Coaches/Teacher on Special Assignment - teacher leaders fully released or site-based to support the implementation of curriculum, instruction, and assessment

Professional Learning Community teams and Lead Teachers - grade level or content area support teams with a lead teacher to support planning and development of instructional content

Release Time - teachers will be released by a substitute teacher to observe exemplary teachers in a side-by-side model with their instructional coach or the teacher can be observed by a coach and provided feedback for improvement

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

GUIDANCE:

[Parent and Family Engagement](#)
[ESSA Sections 1112\(b\)\(3\) and 1112\(b\)\(7\)](#)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The district is committed to and places a high value on quality parent and family engagement. Committees; such as the District Advisory Committee (DAC), District English Language Advisory Committee (DELAC), English Language Advisory Committee (ELAC), School Site Council (SSC), Community Advisory Committee (CAC), and the district's Migrant Parent Committee provide opportunities for parents to contribute information and skills as well as an opportunity to participate in school level budget planning through the School Plan for Student Achievement (SPSA) process, the Local Control and Accountability Plan, and the development of policies such as the district's Parent and Family Engagement Policy. In addition to these examples, the district offers an array of engagement opportunities through Parent University.

Parent University has three key foundational strategies:

- 1) Empower parents through parent learning classes that help them to navigate the numerous resources the district offers
- 2) Engage families to take action to help their students be career ready graduates
- 3) Connect families to district and community resources that improve student achievement

COLLABORATION

The mission to empower, engage, and connect families to support student achievement would not be possible without the dedication of Primary Language Instructional Specialists. Specialists are proficient in English, Hmong, or Spanish; the Specialists present family learning curriculum in families' native languages and in a manner that is culturally relevant and better meets family needs. The Specialists must pass the district Proficiency Language Exam to demonstrate proficiency in their assigned second language. Primary Language Instructional Specialists are also available at school sites to create a welcoming environment for children and parents. Each Specialist is assigned to represent families at the seven comprehensive high schools and surrounding feeder schools.

BUILDING CAPACITY

In addition to year-round family learning opportunities, Parent University empowers families with shared responsibility and continuous family leadership opportunities. Family engagement and school site actions brought about the Family Leadership Academy, Hmong Family Leadership Academy, and Voices Leadership Academy (African American Families). Family leaders participate in cohort workshops focused on issues such as the Local Control and Accountability Plan (LCAP), district curriculum decisions, and School Site Council training. Training includes a tour of Fresno City departments to better connect families with housing resources. Family leaders also can attend a two-day leadership camp two times per school year to focus on school site action plans that address school needs. Also, family leaders learn helpful skills such as team building, communication, leadership skills, problem solving, and mutual support activities.

The continuous growth of Parent University sparked a need for increasing professional learning for the district's school site liaison staff. To increase staff capacity and shared responsibility, Parent University opened the district Family Resource Center. The facility provides year-round professional learning to liaisons and family leaders districtwide. The resource center is equipped with a training center, full-service call center, resource room, community meeting space, family media center, and a child enrichment center for childcare development needs.

OUTREACH

Engaging families in districtwide programs takes significant recruitment. The call center is led by family leaders alongside the Primary Language Instructional Specialist staff who initiate personalized phone calls inviting families to learning opportunities at their school site. All phone calls are made in English, Spanish, and Hmong to ensure families feel welcome before they arrive to the school site. Additional outreach includes flyers and connecting with community and education stakeholders for broader connections.

Connecting families to districtwide resources is a key component of the Family Resource Center and critical to the mission. In addition to housing Parent University, the center hosts the districtwide volunteer fingerprinting. The partnership between district departments allows families to engage in their child's learning and volunteer in the classroom and activities on and off campus.

Parent University seeks input from families and responds with new learning opportunities, which continue to evolve based on the needs of our families. These efforts to strengthen relationships between families and school communities play a vital role in preparing career-ready graduates.

LCAP

Ongoing educational partner engagement is an integral part of the LCAP planning process. All LCAP engagement experiences are organized around three important elements:

- 1) An update on current LCAP initiatives/investments
- 2) Information on improvement outcomes demonstrated with data visualizations
- 3) Opportunity to provide feedback.

The LCAP is a narrative that operationalizes the districts strategic plan. The work of overhauling the strategic plan began early in 2020 and included student focus groups, family town halls in-person, virtual townhalls specific to language needs (English, Hmong, and Spanish) and input from all site principals and departments. The output of this work created new vision, mission, values, and goals for the district. Fresno Unified creates multiple ways for the community to provide both input in the front end of the LCAP and Budget Development process and feedback as the plan is developed. In addition, staff regularly engages with the district's District Advisory Committee (DAC), District English

Language Advisory Committee (DELAC), Community Advisory Committee (CAC) and Student Advisory Board (SAB) to discuss student outcomes, district investments and evolving student needs. Each fall, staff develop an LCAP survey that remains open through February. Invitation to participate in the survey is sent to every parent of a student attending a district school, through phone messages to families, targeted invitations to all staff members, radio and television public service announcements and social media inviting the public to take the survey. Feedback from the townhalls and surveys is presented to staff leaders and the Board of Education during the beginning of the Budget Development process.

A draft of the LCAP is made available in April and is regularly updated with feedback from staff, community, families, and the Board in April, May, and the beginning of June. In mid-June, a public hearing is conducted on the LCAP, and it is typically adopted at the subsequent board meeting.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Project ACCESS is a specialized program within the Department of Prevention and Intervention, focusing on social emotional supports, academic interventions, and assisting with transportation barriers to students identified as homeless from preschool through 12th grade. In addition, the program promotes school connectedness and a sense of belonging on campus by providing financial support to students to participate in arts, activities, and athletics. The mission of Project ACCESS is to empower and inspire students who are foster and homeless, to be college and career ready through a holistic and student-centered approach with effective community partnerships. Project ACCESS serves over 500 homeless students annually within the district. Project ACCESS staff's 12 Clinical School Social Workers (CSSW) and 2 Academic Counselors and 1 Child Welfare Attendance Specialist (CWAS). CSSW's provide supportive counseling, individual and group mental health counseling, intensive case management and crisis intervention to homeless students in grades 5-12. Project ACCESS Academic Counselors provide targeted academic interventions to students identified as homeless grades 8-12, to ensure they are academically on track and to increase high school graduation rates. In addition, assistance is provided to senior students with completing their Free Application for Federal Student Aid (FAFSA) and transitioning to higher education. Project ACCESS CWAS helps support and address chronic absenteeism for students that have been identified as homeless in an effort to eliminate any barriers that are hindering the student from coming to school and to improve their attendance. Furthermore, Project ACCESS partners with Live Again Fresno, a community-based organization that provides case management services to students and families identified as homeless and chronically absent. The objective of this partnership is to build a stronger relationship with students and families facing homelessness in addressing attendance barriers, linking families to resources, and providing additional tutorial support.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

All school sites participate in a Schoolwide Program. Support is provided to the schools through collaborative efforts with representatives from various departments. The support includes planning sessions and online tools to assist school level needs assessment and data review. Here schools review past performance and develop actions aimed at improving the academic program. This review includes student group performance to ensure schools are addressing specific student needs. The School Program for Student Achievement (SPSA) is developed and monitored through an online portal where improvement targets are set, including student group targets, in alignment with the district goals. The plan is developed and approved by the School Site Council composed of staff, parents/community and students, as prescribed in the regulations. The web-based planning template ensures that all required elements are included detailing how the school will improve the academic program.

PROJECT ACCESS

Project ACCESS (Achievement in Core Curriculum for Equity and Student Success) provides services to foster, homeless and group home students. Once students are identified and are in grades 5th-12th, they are assigned to a Clinical School Social Worker (CSSW). Social Workers provide an array of services such as individual/group counseling, case management services, school supplies and vouchers to support participation in extracurricular activities and trips. Academic Counselors provide support to students in grades 8th-12th and review 11th and 12th grade transcripts to ensure students are on track for college and assist with FASFA completion and college/vocational applications. A designated CSSW serves as the liaison with Fresno County Juvenile Justice Center and Project Hope on a weekly basis during the academic school year to identify students that are incarcerated or being released. The CSSW meets with the student and parent/care provider prior to release to develop a transitional plan back into an educational school setting and coordinates student reentry with school site administration. Support strategies with school staff include transitional meetings based on the students' needs upon enrolling. Regional based Clinical School Social Workers collaborate with staff to assist with social/emotional strategies that can promote student engagement and provide training to school staff on trauma-informed practices and effective ways to engage at-risk students.

CLIMATE AND CULTURE

Site Climate and Culture Teams were developed to develop and analyze systems and protocols that affect students' behavior, connectivity, well-being, and overall performance. The team consists of representatives from the following roles: grade level/content area teachers, site administration, and support staff such as Safety Assistants, Resource Counseling Assistants, and Campus Culture Director.

Class Circles are implemented to build and affirm relationships, establish norms of kindness and inclusion, and create a venue for student voice, so students hear different perspectives and feel heard. Restorative processes are implemented when there is a need to repair harm, restore a relationship(s) and/or safety and re-engage the student into the school community. They are often used after a disciplinary incident or to respond to conflict. These processes such as repair circles, conflict meditation and reentry meetings are facilitated by a trained practitioner and involve members

of the school community and those impacted such as student(s), teachers, support staff, site administration and parent/guardians.

Men's and Women's Alliance was developed by a work group of staff members that studied similar school districts and intervention programs: Long Beach Male Academy, Brotherhood of Kenwood Academy, Chicago Illinois, Hartford Public Schools Young Men's Leadership Academy Model, and Urban Prep Academy, Chicago Illinois. The common themes of all these models were single gender groups focused on college and career readiness, helping students manage behaviors, and involved mentoring and empowering students. Fresno Unified used best practices from these programs to develop the Men's and Women's Alliance Programs.

The Men's and Women's Alliance Program is an elective leadership class integrated into high school and middle school instructional day and taught by a certified teacher utilizing social emotional learning and leadership-based curriculum. It is offered at all comprehensive middle and high schools as well as Cambridge, Duncan and Fulton. Students in the program develop personal responsibility, self-management, social skills with a focus on academic organizational skills. Over 1,000 students participate in the Alliance annually.

MENTORING

The Rise Up Peer Mentoring Program connects African American Advanced Placements (AP) students. In this program 11th and 12th grades students' mentor 9th grade students a weekly basis. The Peer Mentoring program collaborates and provides support to Edison high school's Rise Up Program. The intended outcome of the program is to provide academic and social emotional support to students. The Mentor Office, in collaboration with Rise Up will use internal measures to track the student's attendance, academic and behavior progress. The district anticipates continued success with this action as demonstrated by ongoing positive attendance, academic and behavior outcomes for low-income students.

Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

EARLY CHILDHOOD EDUCATION PROGRAMS

Fresno Unified School District offers a continuum of early childhood education programs at most elementary sites. In partnership with external agencies, such as Head Start and private childcare providers, the district offers presentations to families whose children will be transitioning from early childhood education programs to elementary school programs. These presentations inform parents about program options within the district that include Transitional Kindergarten, Kindergarten

programs, and Dual Immersion. Through this partnership, agencies also share information with the district about students entering FUSD. Internally, resources from the Fresno Unified Early Learning Principal Academy are available to all site leaders to support in their oversight of developmentally appropriate Preschool and Transitional Kindergarten programs.

TRANSITIONS FROM ELEMENTARY TO MIDDLE SCHOOL

Middle school counselors coordinate classroom visits at each of their regional elementary schools to inform students about course options. 6th grade students and parents receive a welcome letter from their middle school, informing them of their courses for the coming year, and providing the parent with information on how to contact their middle school counselor. Incoming 7th grade students and their parents are invited to attend informational sessions on the middle school campus to learn about what to expect during the transition. Students are invited to the middle school for fun campus culture activities led by their older peers and are given information about programs, activities, athletics and clubs on campus. Targeted students are invited to attend summer school programs located on their middle school campus.

TRANSITIONS FROM MIDDLE TO HIGH SCHOOL

Students visit their regional high school for a campus tour, to learn about programs, activities, athletics, clubs and pathways available. Each middle school campus has at least one school counselor who provides support for students in the Academic, Career and Personal/Social domains. High school and middle school counselors work together to coordinate classroom visits and presentations in which students learn about high school course options and rank elective preferences. 8th grade students and parents receive a letter welcoming them to the campus, informing them of courses for the coming year, and providing information on how to contact the high school counselor. Students and their parents are invited to attend sessions on the campus to learn important transition information, have questions answered and learn about specific program offerings. Incoming 9th grade students are invited to attend a summer bridge program at the high school. The week before the start of school, 9th grade students are invited to the school for fun campus culture activities led by their older peers. Both 7th and 8th grade students complete career exploration using a web-based tool to identify career skills and interests. All 8th grade students are given the opportunity to tour a CSU.

HIGH SCHOOL TO POST SECONDARY EDUCATION

Each high school has a team of school counselors that support students in the Academic, Career and Personal/Social domains. Each school provides field trip opportunities for students to learn about and visit college campuses. Local college fair opportunities are promoted, and transportation is provided. Counselors hold workshops to assist and support students in applying to college. Counselors assist students and their parents in creating a Federal Student Aid ID (FSA ID) and completing the Free Application for Federal Student Aid (FAFSA)/Dream Act in order to qualify for aid to help pay for college. Counselors work to ensure that all Cal-Grant eligible students submit their applications, resolve submission errors before the deadline and provide ongoing support to all students to ensure maximum completion before they graduate. Following admission to college, students submit their Student Intent to Register (SIR) and complete additional matriculation steps prior to attendance. The district has developed strong partnerships with local community colleges, CSU and UC. The partnerships have resulted in data sharing agreements that allow us to track students, develop multiple measures for English and Math placement, develop summer support programs, increase a-g completion rates, connect students to special programs on the college campuses, and plan for better matriculation of students into college. The district works with local colleges to align CTE pathways to increase enrollment and persistence of students matriculating. Dual enrollment opportunities are offered in academic content areas and as part of CTE pathways allowing students to complete prerequisites while in high school.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Each year, Fresno Unified offers families the opportunity to learn about various district specialty programs through a School Choice Fair. The event is offered in the fall, prior to required application deadlines.

Targeted outreach to families of second language learners and other underrepresented groups will include translated communication and follow up communication as needed to build awareness of accelerated programs available. Support is provided in parent outreach to increase the number of eligible students enrolled in designated GATE classrooms at Manchester GATE and Yokomi Elementary. Increase the number of families attending informational nights as captured in parent sign in sheets. Increase the number of parent communications via phone calls captured in phone logs. The increase in awareness of accelerated programs to eligible students allows more informed decision making regarding accepting placement in GATE designated classes at and successfully decreases the disproportionality of targeted groups, including English learners, students living in poverty, and African American students.

Young Scholars' Summer School is a program that onramps and exposes students of underrepresented groups to accelerated instruction using STEM curriculum and critical thinking strategies prior to the upcoming academic school year. This summer program has targeted outreach for families of qualified students providing Young Scholars' Summer School to existing first grade students. Programs support on ramping students to accelerated learning and exposing and engaging them in accelerated instruction prior to second grade regardless of participation in a GATE program. Additionally, an increased number of eligible students from disadvantaged circumstances or underrepresented groups are participating from every high school region as measured by enrollment data. With the increase in opportunities for students of disadvantaged circumstances to participate in an accelerated program, disproportionality will decrease regardless of enrollment in formal GATE programs during the school year.

The research and evidence-based design of FUSD's GATE Certification Cohort Program focuses on professional learning that builds capacity in K-8 grade teachers to best meet the need of all students. The program embeds instructional strategies designed to meet the needs specific to students of color and other underrepresented groups in need of acceleration. FUSD's GATE Certification Cohort Program certifies K-8 classroom teachers in the area of gifted education and acceleration with an embedded focus to the needs of low income, English learners, and other underrepresented groups. An increased participation of 7-8 grade teachers in GATE Certification Cohort 2020-2021 reported only 8%. This was increased in the 2021-2022 school year to 50%, thus, providing an equitable representation of staff by grade level, region, and demographics of GATE cohort participants as measured by GATE cohort applications. GATE Certification teachers attended the California Association for the Gifted Summer Institute for teachers of gifted students spring 2021 as measured by registration forms, and current cohort will attend in spring of 2022. Increased numbers of teachers with the capacity to meet the needs of students eligible for GATE services regardless of GATE

program participation allows students to receive appropriate instructional services outside of a formal GATE program.

Resources for the district's library programs were increased in recent years to support extended hours for student and parent access. All secondary schools have two full-time library positions and elementary schools have one full-time library position. Additionally, all school libraries receive discretionary funds to support their programs. Also, for the last two years, we have offered a Summer Libraries program allowing for libraries to be staffed during Summer School for students who are attending, but also for all students.

Funding is used in a variety of ways including the purchase of print and digital books, digital tools, computers, and related equipment. The district has increased the amount of professional learning for library staff to a total of 82 hours, including elementary (20 hours), secondary (27 hours), Library Launch (4 hours), New Library Cohort (16) and Substitute Library Media Technicians (15 hours).

Professional learning for library staff includes training on the following: librarianship, Follett Destiny, online databases, Digital Citizenship, and reading strategies. Libraries provide access to 1:1 technology and our Sora Digital Library that allow students to listen to books and to support readers for whom English is not the primary language spoken at home. In addition to the primary support for our print and digital libraries, Library Services is also the major proponent for the creation of home libraries for our students.

TITLE I, PART D

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

(A) LEA; and

(B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Postsecondary and Workforce Partnerships**ESSA SECTION 1423(7)**

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Parent and Family Involvement**ESSA SECTION 1423(8)**

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Program Coordination**ESSA SECTION 1423(9–10)**

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The district's professional growth pipeline is an umbrella of programs and professional learning opportunities for teachers, principals, and other school leaders. Four overarching goals include:

- 1) Increasing the diversity within the teacher pipeline to support closing the achievement gap
- 2) Implementing a pre-service to in-service, teacher preparation model that is rich in Science, Technology, Engineering, and Mathematics
- 3) Sequencing professional learning to improve instructional practice
- 4) Advancing communities of practice that include internal departments, institutions of higher education, other school districts, and national organizations

The “grow our own” method of recruiting and training teachers is research-based and proven to develop loyal, well-trained educators who will be retained through a deep commitment to our students and district. There are eight aspiring teacher preparation programs, new teacher support, and teacher leadership opportunities to address our needs:

Teacher Academy - provides experiences for students in grades 9-12 with an interest in education

Para Academy - a program for paraprofessionals interested in teaching to support their credential work

Grow 2 Teach - paraprofessionals identified to finish their credential within five years

Transition to Teaching – a program that focuses on “hard to fill” areas such as math, science, and special education

Teacher Residency Program - an intensive teacher preparation program for aspiring teachers with a focus on Science, Technology, Engineering and Math

Student Teachers - Fresno Unified places all student teachers and provides professional learning to the Master Teachers with their student teachers on co-teaching and working together within the classroom

Fresno Internship Credential Program- Alternative Certification candidates complete their credentials through a District led credential program; including coaching from a supervisor and Instructional Coach

Substitute Teachers – identify current substitutes with a credential who want to become full-time teachers or subs working towards a credential and providing long-term substitute positions for them to gain experience

New Teachers (includes supports for inexperienced and out-of-field teachers) - new teachers receive a minimum of 50 hours of transitional learning to support their new role. Once hired, all new teachers receive supports such as one-on-one coaching, professional learning opportunities, Professional Learning Communities, and Lead Teacher support, etc.

Ineffective Teachers - ineffective teachers are identified through the evaluation process. Veteran Support Coaches are job-alike peers assigned one-on-one to provide intensive supports based on the California Standards for the Teaching Profession.

Instructional Coaches/Teachers on Special Assignment - teacher leaders on-site and with a full release to support the implementation of curriculum, instruction, and assessment

Mentor/Master Teachers- teacher leaders on site that build capacity in aspiring teachers to become teachers

National Board Certification- teacher leaders on site that work on 4 components of professional development for submission to National Board. Peer review and rigorous process of certification

Lead Teachers - exist on all campuses to support Professional Learning Communities, sessions provide a venue to ensure a common learning experience for all lead teachers and administrators

Professional Learning Column - professional learning coursework for those teachers at the top of the pay scale, completion of coursework includes 45 hours of learning in each course and 3 courses to earn 3% additional pay raise for 3 years.

The “grow our own” design of teacher recruitment and development continues into our leadership development pipeline. The programs and structures are also research based and build upon the teacher leadership opportunities.

Leadership Academy - is a one-year program for those who hold a preliminary credential but have not yet moved into a formal leadership role. It provides networking, shadowing, administrative substituting, and targeted skill development opportunities.

Leadership Cohort - is the Preliminary Administrative Services Credential (PASC) program that is a district sponsored partnership with Madera County Superintendent of Schools for those aspiring to move into administration

New Administrator Induction - through the Clear Administrative Services Credential (CASC) Program is a 2-year program in partnership with Fresno County Superintendent of Schools. The program includes ongoing standards-based reflection, job alike networking, targeted professional learning, individualized leadership plans, and 40 hours of administrative coaching.

New Principal Induction - includes 40 hours of administrative coaching, job alike networking, and onboarding

New Leader Mentoring - is provided for administrators who have clear credentials but promote into a new role. Department supervisors assign a mentor to support the transition

Administrative Coaches - successful leaders who have been selected to mentor and coach new administrators through the induction process

Co-Administrators Meetings - professional learning sessions for Vice Principals and Guidance Learning Advisors that focuses on operational, managerial, and system information delivered by department leaders

Principal Meetings - professional learning sessions for principals that provide an opportunity for system-wide learning with the Superintendent and district leadership

Instructional Practice Walks - support the understanding and calibration of effective instruction through a cohort model that includes all site administrators. Cohorts all utilize the Instructional Practice Guides and are led by the Instructional Superintendents throughout the year.

Skillful Leader Training - is a series of professional learning sessions focusing on developing the capacity of individuals and teams through skillful supervision and evaluation practices and provide job embedded professional learning

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Foster youth, English learners, low income students, and all student groups are identified through disaggregated data and supported through all Equity and Access goals (Transparency, Data and Assessment Literacy, and Support for Student Needs). There is clear need shown in the California Dashboard and related data to address academic achievement levels for foster youth, English learners, and low-income students. Foster youth, English learners, and low-income students are identified student groups for state-identified school differentiated assistance, CSI and ATSI school designations. Furthermore, this need highlights the increased need of data fluency throughout the system in order to better understand the needs of students within these and all other student groups.

Data retrieved from the four priority areas of focus are disaggregated in the same fashion, provided disproportionality calculations, and are focused on students identified as focus and priority. Equity and Access facilitated Pivot teams' partner with all departments and the County Office of Education towards differentiated support for all identified groups. These goals not only support the disaggregated data needs necessary for all departments and district goals in order to best understand the gaps present with some student groups and schools, but also to build muscle to reduce disproportionality and see improvement through data. The Aligned Assessment System feeds data into Equity and Access databases toward collaboratively designed and created visualizations to use with seeking out support for differentiated needs, while the Diversity, Equity, and Inclusion (DEI) framework ensures that there is learning and understanding of ways the district can decrease said needs from an asset-based, inside out approach.

Pivot Teams collect and analyze data on students disproportionately impacted by disadvantaged circumstances through a variety of avenues that meet one or more of the three primary Equity and Access Goals: Transparency, Data and Assessment Literacy, and Support for Student Needs. Differentiated Assistance and State Identified Support including Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI) identified by state factors, differentiated assistance and state identified support for target student groups, schools, and a combination of student groups at specific schools for focused attention and support. Through cycles of improvement and identified processes, Equity and Access department and Pivot teams organize processes for increasing leading indicators towards student, student group, and school successes as identified by cycles of identification at the state level (next cycle anticipated for January 2022). Equity and Access's model of Pivot teams using improvement science has allowed for tracking of student groups identified toward greater support. County Office of Education has modeled their support of smaller, area districts off of the model and design of Fresno Unified School District's CSI support where an improvement cycle is taught, modeled, collaborated with, and operationalized while tracking results and modifying toward greater successes.

Outcomes of these services from Equity and Access include previously identified student groups identified by the state for differentiated assistance as well as previously identified CSI schools being re-identified into less severe classifications of support, increased use of the Pivot team model throughout the district in various forms of multi-departmental structures (NIC, for instance), increased availability of student level data, increased access to actions and opportunities for personalized

instruction and support, and more clearly defined organizational culture embedded in the newly established district strategic plan (mission, vision, values, and goals). During COVID building closures, for example, i-Ready allowed for the school district to virtually screen all students for reading and mathematics status and growth, provide virtual personalized instruction, and pivot to an online assessment in lieu of the state assessment. The newly adopted strategic plan (Board adopted in 2020) embedded foundational work of the DEI advisory team and Cultural Proficiency training by stating that the mission of Fresno Unified School District is that, “We nurture and cultivate the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment.”

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Equity and Access supports the alignment and utilization of multiple equity-driven data resources to monitor the district’s performance on key measures, particularly measures addressing disparities that contribute to achievement gaps and social inequality. Concurrently, the district will implement structures to apply a human-centered, systems-minded approach that utilizes improvement cycles to promote innovative and solution-oriented thinking and impact.

Professional growth and improvement systems are structured by a well-specified common aim based upon the overarching measures of the Local Control Accountability Planning and the California School Dashboard. Internally, the district examines a range of independent variables and the association with academic outcomes through student, school, and district level datasets. Student progress on key indicators is monitored and disaggregated to identify students and student groups who require additional, targeted equity-orientated strategies. This internal dataset provides granular data necessary to identify, target, and monitor the high-leverage primary and secondary drivers that account for the outcomes of desired improvement. This allows the district to pinpoint areas of need and utilize data to drive professional learning practices based on common needs, equity, and student performance.

The district continues to partner with researchers and other institutions. These partnerships bring together multiple perspectives and domains of expertise that support alignment.

Fresno Unified provides targeted professional learning that supports professional growth. All teachers are evaluated and supported around the California Standards for the Teaching Professions. These standards provide support to teachers and administrators. The continuum prompts reflection and assists staff to formulate professional goals. Additionally, it guides, monitors, and assesses progress of teaching practices, in support of student learning and a continuous cycle of improvement.

Utilizing the continuum and other internal practices of professional growth support improvement and professional learning. Internal practices include the evaluation process, utilizing student outcome data to pinpoint trends, data and feedback from district aligned Instructional Practice Walks, and a data from the common classroom observation tool called the Instructional Practice Guide.

Professional learning is provided to all site leaders to promote professional growth and ensure improvement. The effectiveness of growth is based on the leaders’ improvement in the California

Professional Standards for Education Leaders (CPSEL) as measured in the evaluation process, and the growth of identified student achievement indicators at the site of supervision.

Site leaders have multiple opportunities to receive professional learning. Throughout the year, site leaders attend meetings designed to support common needs and student equity. School site leaders are tiered within a Level 1, Level 2 or Level 3-tiered system of instructional leadership. All site leaders build strategic goal setting systems within their schools utilizing a cycle of continuous improvement (CCI) model. These CCI sessions are performed each quarter and based on the school's goal achievement around formative assessments, individualized actions and professional learning and coaching are implemented.

Differentiated supports are then set in place through the Level 1-3 tiered systems of instructional leadership. Within these systems, site leaders, instructional coach, site teacher on special assignment (TSA) and Lead Teachers formulate a school site intensive team that work in support of the built actions for improvement. Depending on the tiered level and intensity, these strategic site teams then work with a cross functional team of department representatives that provide support from a district level. Other instructional leadership professional learnings will also take place based on the site need and tiered level. Cross functional site walks, Principal Learning Sessions, and one on one coaching are designed to promote knowledge building around improving challenging content and high-quality instruction. Within the Level Tiered System of Instructional Leadership, school sites identified by the State as ATSI and CSI will be specifically supported within the tiered level system and receive these supports focused specifically on their areas of need based on their California Dashboard results. These services will be above and beyond the normal services mentioned here.

Instructional superintendents also have site leaders work within a Principal accountability Teams (PAC) that team together 3-4 site principals that work towards solving similar problems of practice identified through their CCI cycles. Instructional Superintendents provide more intense differentiated one on one site coaching based on the specific needs of the site if specific leaders have shown long term needs. New site leaders receive both support from their Instructional Superintendent through the modes detailed here along with new leader training from Leadership Development. These supports provide mentoring from veteran leaders, and emerging leader sessions. Leaders define site needs through reviewing leadership standard ratings, frequent student achievement data based on their quarterly/semester goal achievement cycles, and social-emotional indicators. Regional training is provided to leaders to support common needs and provide alignment. External consultants are contracted to meet alongside site leads and their instructional superintendents. During the consultations, the utilization of data defines the specific areas of growth for each site to determine topics for professional learning.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

English Learner (EL) and Reclassified English Proficient (RFEP) students constitute approximately 40% of the district's 74,000 enrollment. State English language and content assessment data indicate that while RFEP students outperform all other student groups in meeting or exceeding grade-

level standards in English language arts and in mathematics, 40% of EL students are categorized as Long-Term English Learners and the proficiency rate for the EL student group ranks in the lowest of the student groups. Local assessment data also indicate a need for EL students to have access to highly effective instruction that meets their linguistic, as well as their academic needs.

All teachers are prepared to provide instruction to EL students, the district offers professional learning emphasizing and promoting the use of academic English in all content areas and all domains as described in the CA ELA/ELD Framework. This foundational document includes both sets of standards, content and language, as well as methodologies for addressing rigorous grade level instruction. It encompasses instruction in developing students' ability to communicate with competence and confidence in English across a range of personal and academic contexts.

In partnership with staff from WestEd, professional learning addresses the following four areas:

- 1) Fostering collaborative conversations, abundant writing and interactive reading around complex texts and rich content
- 2) Engaging in text-oriented talk about language in complex texts and rich content tasks
- 3) Observing students closely to provide “planned” and “just-in-time” scaffolding
- 4) Creating positive and culturally responsive learning environments

These identified areas in the CA ELA/ELD Framework as high-need, priority strategies to address the instructional needs of EL students.

The district's adopted curriculum ELA and mathematics materials are utilized in all professional learning, ensuring teachers are being prepared to utilize the same materials for all students but employ different methodologies required to address the instructional needs of students.

The district provides focused, sustained, professional learning for district leaders, site administrators, instructional coaches, other support personnel and for teachers as described in the Master Plan for English Learner Success. The 5-year action plan ensures comprehensive professional learning sequenced to continually increase depth and knowledge of effective EL instructional practices. Each school has an English Learner Representative who receives support to be able to provide the training to their teachers at each site. Professional learning is ongoing, and includes face-to-face or virtual sessions, on-line resources, and coaching.

In addition to the common district goal of “every student advancing at least one grade level per year”, the district developed an Instructional Practice Guide for ELA and mathematics documents that serve as anchors for professional learning. All departments and schools collaborate in the attainment of the goal through the implementation of effective instruction as described in the practice guides. Additionally, staff members from the departments of Curriculum and Instruction, Special Education, Early Learning, and English Learners collaborate in developing professional learning modules.

Each school is assigned a Teacher on Special Assignment (TSA) who works directly with the principal and vice principal to ensure the Master Plan for English Learner Success is guiding the instructional practices for EL students. They assist school administrators in setting goals, supporting with professional learning and monitoring the progress of English Learners.

Resources are dedicated to improving instruction for EL students through the provision of professional learning for teachers and school administrators. Funding is used to provide seven TSAs, developing or purchasing materials for professional learning, supplemental contracts to attend professional learning outside of workday and for securing substitutes to enable classroom teachers to attend professional learning sessions.

The District's Instructional Division's Theory of Action, which includes the Instructional Practice Guide is our guiding document that ensures professional learning is aligned and coherent. Each year and based on student achievement data, the district's leadership team identifies areas of focus, which then drive the professional learning provided by all departments. The English Learner Department staff collaborates closely with departments such as Curriculum and Instruction, Early Learning and Teacher Development to ensure all professional learning is aligned and coherent.

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Extended support services for immigrant students are coordinated with services for migrant students and other English Learner students. Upon identification of students, site principals are notified of the students that qualify for additional support as immigrant students. The site principal, in consultation with teachers, prioritize the services they select for qualifying students. Enhanced instructional services include academic guidance, grade monitoring, financial aid guidance, college exploration, and career awareness for qualifying high school students and tutoring, homework assistance, and language support for elementary school students.

The district collaborates closely with the Fresno County Superintendent of Schools, the California State University, Fresno, and WestEd to identify and employ highly effective strategies and activities that enhance the learning for immigrant students.

Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Programs and activities in support of the academic achievement of English Learner (EL) students are described in detail in the Master Plan for English Learner Success, last revised in April 2016. The revision of the plan was guided by the English Learner Services Department Instructional Superintendent with support from WestEd English Learner experts. The committee included community members and parents, teachers and site administrators, district leaders and non-profit organization leaders.

The plan identifies a comprehensive vision that embodies the aspirations of parents, students, educators, and community members and it articulates evidence-based principles of effective English learner instruction, English language development approach, and enhanced instructional models available.

Students experience educational opportunities that afford them a coherent and rich trajectory to success. Instruction in all content-area classes create multiple, well-scaffolded opportunities for students to simultaneously develop conceptual understandings of core concepts, engage in key

analytical practices, and develop the language needed for these practices. The District Language Development Approach includes:

- 1) Integrated and Designated English Language Development instruction
- 2) Dual Language Immersion
- 4) A commitment to developing the competency skills of educators to meet the educational needs of EL students.

The 5-year Action Plan describes a multi-year design with yearly benchmarks to develop and implement support for teachers, including balanced assessments aligned with the Language Development Approach, and content and language standards. To develop the support teachers need to accomplish high academic learning, the district has created a centralized system for teachers to access interim and summative assessment evidence for EL students and has developed common periodic assessments for use in schools serving students. Professional learning includes the use of formative assessment practices, use of adopted instructional materials, deepening knowledge of subject matter content in classrooms with students. This plan is also utilized to prioritize actions, to measure and report outcomes of activities, and to develop the budget.

The effectiveness of the activities described in the plan are measured by State and local language and content assessments, reclassification rates, and graduation. Achievement data for EL students is shared with the Board of Education throughout each year in quarterly communications. A minimum of one time per year a presentation is provided to the Board and Committee members describing the impact of the activities on student learning.

This information is also shared with the District English Learners Advisory Committee (DELAC) and site leaders, and in turn, representatives share the information with parents at each school. To advance quality teaching for EL students and ensure that instruction develops disciplinary conceptual understandings, analytical practices, and the language and literacy needed to engage in both, we focus on developing capacity to observe classroom practices and use observation results to improve professional learning. An additional action supports the transformation of teaching and learning for EL students by developing teachers' capacity to observe problems of practice in classrooms and to collaboratively develop goals and propose actions to improve instruction for students.

Research confirms the need to provide teachers with professional learning that is situated in the context of teaching. Professional learning and support tailored to subject area content and discipline-specific practices that integrate English language and literacy development are more likely to change long held, and often detrimental beliefs about language and literacy learning. Moreover, when educators who have expertise in teaching the same content are involved in the joint work of observation and planning that is problem-focused, the knowledge and skills learned in professional development are more likely to be implemented and sustained. Based on this research, TSAs work with grade level or content specific groups of teachers to support them with planning for instruction, provide lesson delivery demonstrations, and provide feedback after conducting lesson observations. Teachers may also be released from their classroom in order to observe their peers and learn from those experiences.

All tools and protocols for classroom observation developed from the Vision for EL students and the CA ELA/ELD Framework align with the Instructional Practice Guide. As all educators develop knowledge about effective instruction for EL students, we engage groups of teachers in classrooms by using the tools in their professional learning.

English Proficiency and Academic Achievement

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

To promote learning opportunities for English Learner (EL) students, in addition to supporting all district schools, intense support is provided to elementary and middle schools with high numbers of EL students. This support includes fostering a climate and culture that values the diverse needs of EL students and their families, developing the belief that all teachers are teachers of EL students and all are appropriately equipped to serve English learner students.

The EL Services staff works with district departments and schools to establish a culture of shared responsibility for providing rigorous and engaging instruction for all EL students, by embracing an approach to academic language development that acknowledges the importance of rich language acquisition in tandem with content learning. We all focus our efforts in developing all teachers and leaders to understand and foster rigorous learning environments for EL students in all classrooms throughout the district.

Since the establishment of the Smarter Balanced Assessment Consortium (SBAC) in 2014, the district's EL students have experienced academic progress in English Language Arts and Mathematics in the following three student groups: current EL students, Reclassified Fluent English Proficient (RFEP), and "Ever EL" students. However, there remains concern for the very incremental gains in reducing the number of Long-Term English Learner (LTEL) students. In 2010, 50% of the district's EL students were classified as LTEL, in 2018, 30% of current EL students are considered LTEL. This is a 20% reduction from 9 years back. Although this is movement in the right direction, there is a need to continue searching for strategies that will better serve this group of students.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;
- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;

- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The district transfers Title IV funds to Title II, as allowed, to support professional learning opportunities. Required Title IV provisions are addressed through the following actions and activities:

Well-rounded educational opportunities and supports are provided to students. A multitude of courses, pathways, and activities are offered. Examples of programs currently in place are an elementary STEM experience called Kids Invent, Career and Technical education courses, Linked Learning Pathways, work-based learning, dual enrollment, an expansion of music instruction, Gate and International Baccalaureate programs, advanced placement opportunities, and elective courses outside of the required curriculum at the secondary level.

The Department of Prevention and Intervention (DPI) provides programs to support safe and healthy students. DPI promotes Student Peer Mentoring to support GPA, attendance, and school engagement. Intervention supports are provided through counseling and specialized positions. Professional learning and coaching initiatives are in place to create an aligned focus on school climate and culture. Districtwide restorative practices and relationship centered school initiatives are currently in place to decrease bullying, dropout rates, suspension, and other punitive consequences. Mental health support has increased with additional school psychologists and training for school social workers. Additionally, social emotional learning, bullying prevention and suicide prevention awareness lessons are provided to sites with student social emotional development and well-being.

Consistent and effective use of technology is promoted in all classrooms. Each student is provided a laptop for use on and off campus, as well as a hotspot if needed for off-campus connectivity. The district provides personnel to support classroom technology with an emphasis on building educator and student capacity and delivering rigorous technology assisted courses. In support of high-quality instruction, the district launched the Personalized Learning Initiative (PLI). Educators receive professional learning to create impactful learning experiences for all students with the utilization of technology. PLI includes a blended learning model to support students at various proficiency levels.

Internal data and state indicators are utilized to gauge student progress. Monitoring key student performance data drives the evaluation and effectiveness of the above activities. Analysis of how these programs and activities affect student performance drives continued support or shifts within the current district initiatives.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM B-16

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss the 2022/23 Strategic Budget Development

ITEM DESCRIPTION: At the January 19, 2022 and February 02, 2022 Board of Education meetings, the 2022/23 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On February 16, 2022, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2022/23 Governor's Proposed Budget
- The specific impact to Fresno Unified School District
- The budget goals in connection with the Board adopted policies
- Preliminary recommendations for 2022/23 budget planning:
 - Business and Financial Services
 - Communications
 - Parent University
 - Equity & Access
 - Human Resources

FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom
Executive Officer

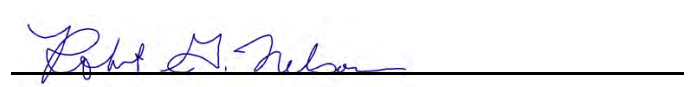


DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:





Fresno Unified
School District

Agenda Item B-16



2022/23 Strategic Budget Development Phase II – Preliminary Recommendations

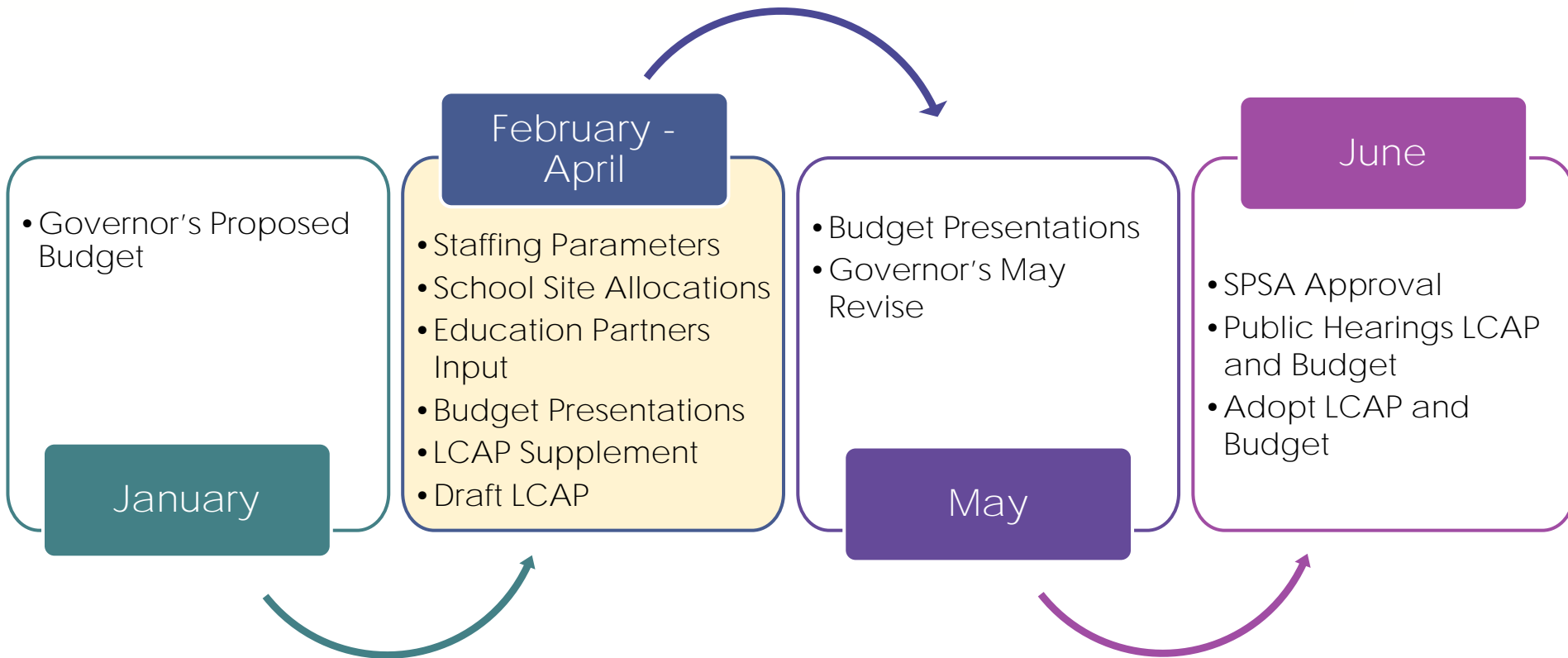
Board of Education

February 16, 2022

Overview

- Budget Development Timeline and Updates
- Budget Recommendations – Phase II
 - Business and Financial Services
 - Legal Services
 - Benefits and Risk Management
 - Equity & Access
 - Human Resources
 - Communications
 - Parent University
- Upcoming discussions

Financial Reporting Timelines



Budget Development Updates

2022/23 Governor's Proposed Budget

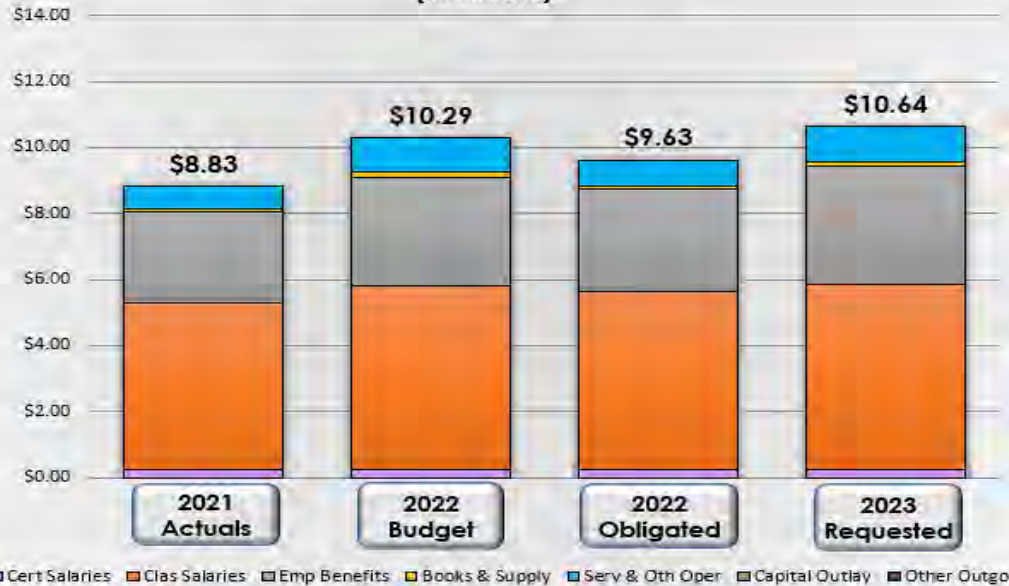
- Extended Learning Opportunities Program – \$86.5 million
 - 2022/23 \$2,500 per K-6 UPP ADA
 - 2021/22 \$1,170 per K-6 UPP ADA
- Transitional Kindergarten Expansion – \$4.1 million
 - 2022/23 \$2,813 per TK ADA
- Dual Enrollment Funding – competitive grants (one-time)
- Multilingual School and Classroom Library Grant – \$100,000 per school site serving preschool through 3rd grade
- Literacy Coaches and Reading Literacy Specialists Program – minimum grants \$300,000 and require a 50% match
- 2022/23 PERS Rate change from 26.10% to 25.40% – \$800,000

Business and Financial Services

Not including Legal Services and Benefits and Risk Management

Budget Summary

(in millions)



2022/23 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	37.65	34.65	3.00	37.65	0.00
Management	31.50	29.50	2.00	31.50	0.00
Total FTE	69.15	64.15	5.00	69.15	0.00

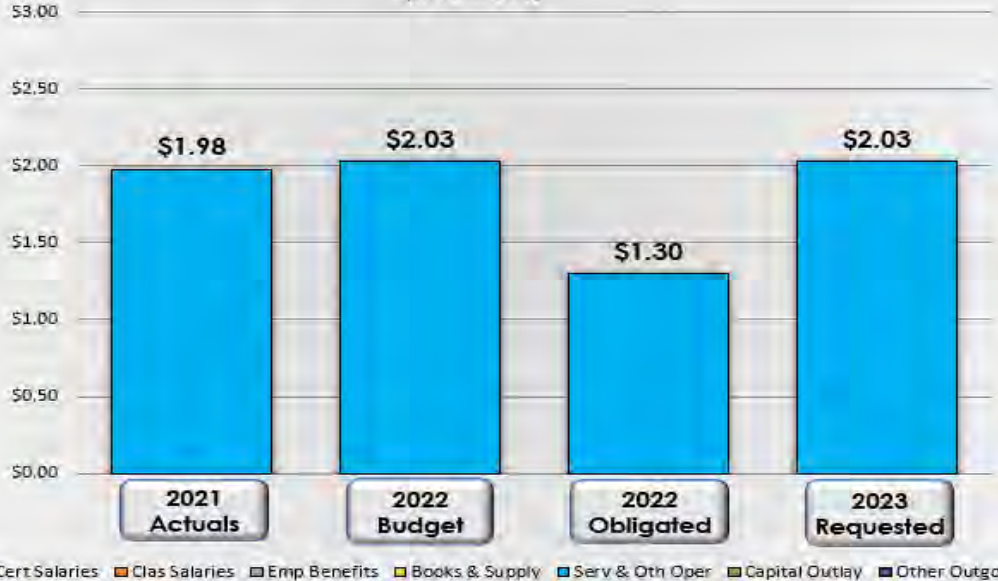
LCAP Action Items:

None

Legal Services

Budget Summary

(in millions)



2022/23 Budget Notes:

- No change from current year

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	0.00	0.00	0.00	0.00	0.00
Management	0.00	0.00	0.00	0.00	0.00
Total FTE	0.00	0.00	0.00	0.00	0.00

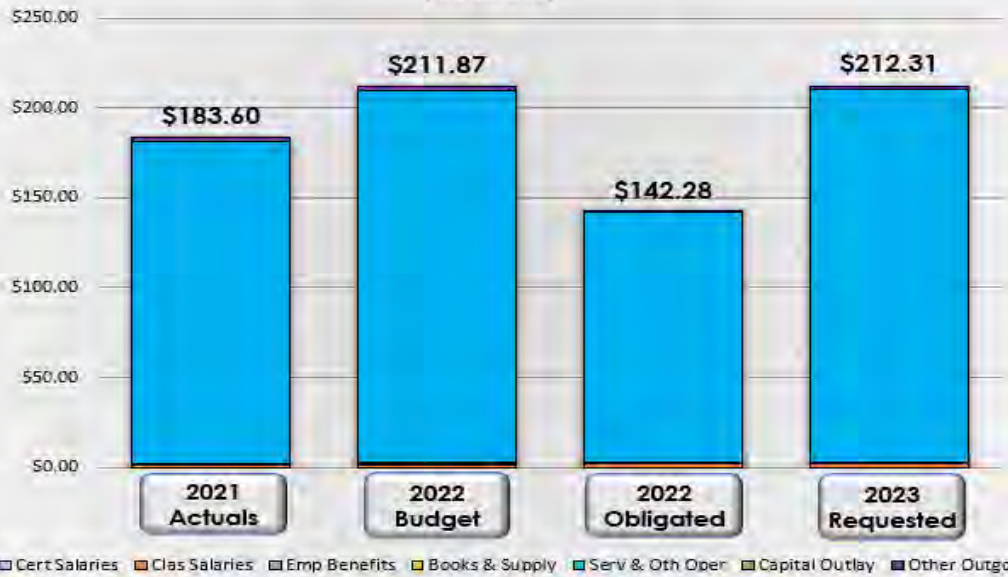
LCAP Action Items:

None

Benefits and Risk Management

Budget Summary

(in millions)



2022/23 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- District's contribution to Health and Welfare Plan increase:
 - \$471 per active participant to \$20,725
 - Total increase \$3.2 million
- District contribution for Workers' Compensation
 - Increase rate to 1.60%, previously 1.15%
 - Total increase \$2.0 million

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	13.00	12.00	1.00	13.00	0.00
Management	9.50	9.50	0.00	9.50	0.00
Total FTE	22.50	21.50	1.00	22.50	0.00

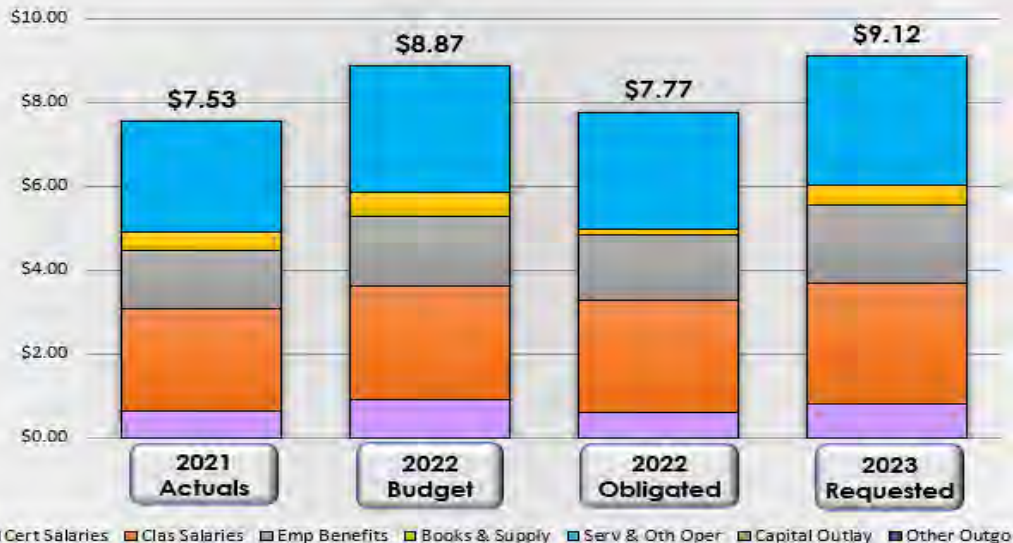
LCAP Action Items:

None

Equity & Access

Budget Summary

(in millions)



2022/23 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	13.00	13.00	0.00	13.00	0.00
Management	18.00	18.00	0.00	18.00	0.00
Total FTE	31.00	31.00	0.00	31.00	0.00

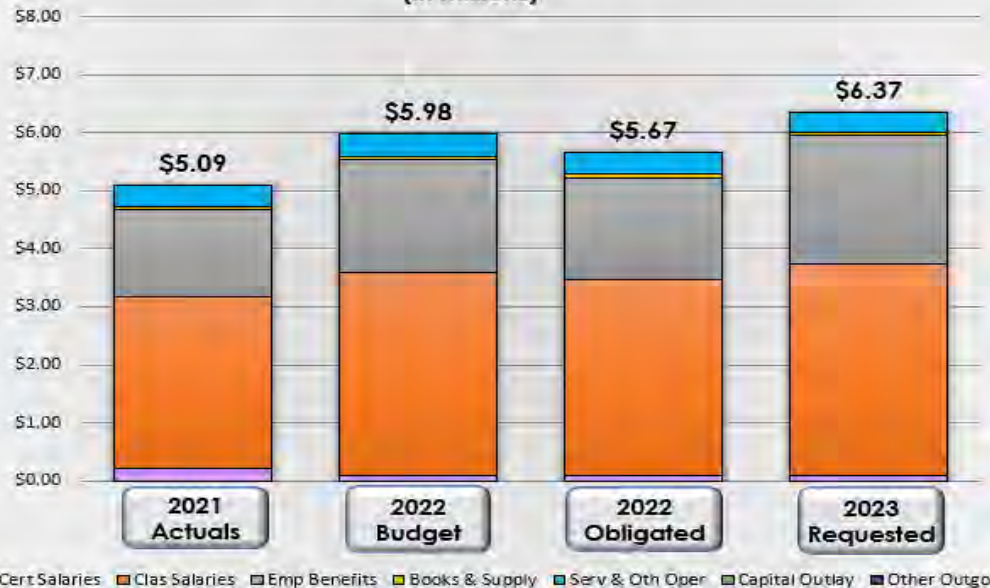
LCAP Action Items:

13	Equity and Access	\$2.5M
14	Testing Fees	\$1.1M
19	English Learners	\$0.1M
49	Supplemental Student Support	\$0.3M

Human Resources

Budget Summary

(in millions)



2022/23 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	28.00	23.00	5.00	28.00	0.00
Management	15.00	14.00	1.00	15.00	0.00
Total FTE	43.00	37.00	6.00	43.00	0.00

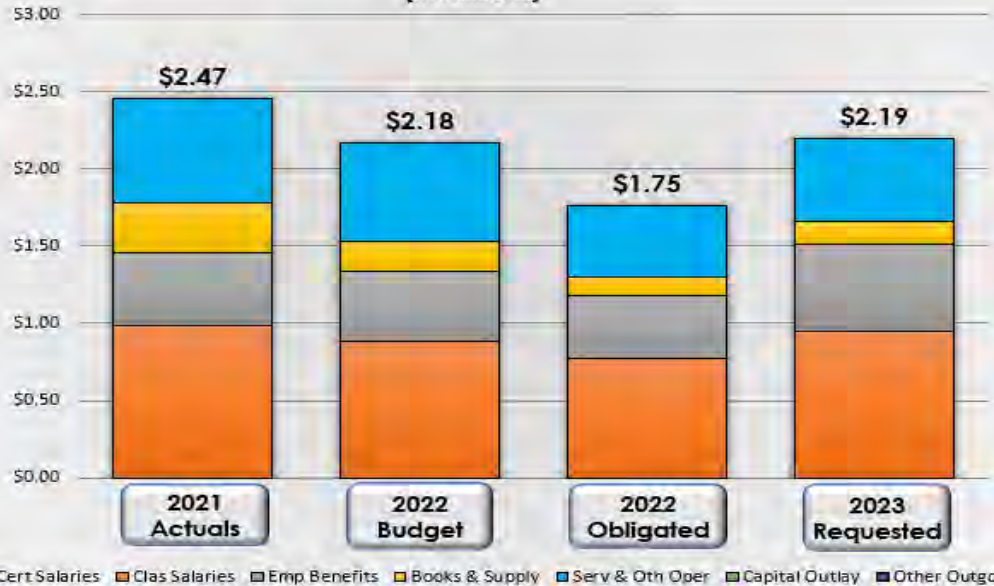
LCAP Action Items:

None

Communications

Budget Summary

(in millions)



2022/23 Budget Notes:

- Add 1.0 FTE Media Supervisor *offset* by reductions in contracts and supplies
- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	6.00	6.00	0.00	7.00	1.00
Management	3.00	2.00	1.00	3.00	0.00
Total FTE	9.00	8.00	1.00	10.00	1.00

LCAP Action Items:

47

Expand Student, Parent and Community Communication

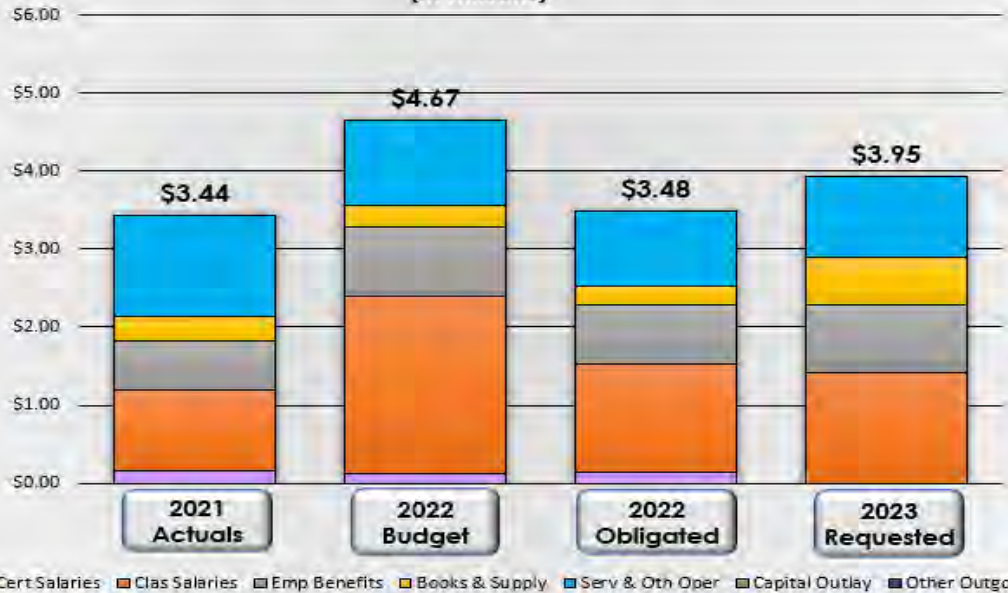
\$0.2M



Parent University

Budget Summary

(in millions)



2022/23 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Shift Child Welfare & Attendance Specialist .44 FTE to College and Career Readiness

One-Time Recovery:

- Upgrade Technology – \$300,000

Augmentation \$300,000 (one-time)

FTE SUMMARY

Job Class	2022 Budgeted	2022 Filled	2022 Vacant	2023 Requested	2023 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	12.44	12.44	0.00	12.00	(0.44)
Management	5.00	4.00	1.00	5.00	0.00
Total FTE	17.44	16.44	1.00	17.00	(0.44)

LCAP Action Items:

46

Parent Engagement Investments

\$2.3M



Budget Recommendations – Phase II

Department	One-Time Recovery	One-Time	Ongoing	FTE
Business and Financial Services	--	--	--	--
Legal Services	--	--	--	--
Benefits and Risk Management	--	--	--	--
Equity & Access	--	--	--	--
Human Resources	--	--	--	--
Communications	--	--	--	1.0
Parent University	\$300,000	--	--	(0.44)
Total	\$300,000	--	--	0.56

Upcoming Budget Discussions

- Board Presentations – LCAP and Budget
 - March through May
- Governor's May Revise
 - May 2022
- Public Hearings and Adoption of LCAP and Budget
 - June 2022

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM C-17

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Second Quarterly Investment Report for Fiscal Year 2021/22

ITEM DESCRIPTION: Included below is the second quarterly investment report for the period ending December 31, 2021. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of December 31, 2021, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	\$ 607,299,859
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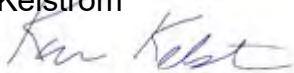
Investment with Trustees	\$ 187,960,707*
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*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies that the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

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

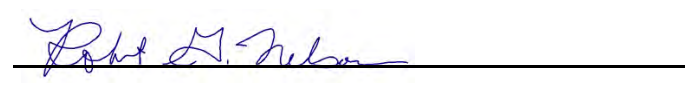
PREPARED BY: Kim Kelstrom
Executive Officer



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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 16, 2022

AGENDA ITEM C-18

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive California School Boards Association Delegate Assembly Ballot

ITEM DESCRIPTION: Included for Board Member consideration is ballot material for candidates seeking election to the California School Boards Association (CSBA) Delegate Assembly for Subregion 10-B, Fresno County.

Ballot materials included with this agenda item consist of a memorandum from CSBA, a copy of the ballot, a list of Delegates in the region, and biological sketch forms for the candidates.

The original signed ballot must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2022.

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

SUPERINTENDENT APPROVAL:





California School Boards Association

REQUIRES BOARD ACTION

Due: Tues. March 15—return ballot in enclosed envelope

January 31, 2022

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Dr. Susan Heredia, CSBA President
Re: 2022 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Tues. March 15**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Tuesday, March 15, 2022.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held. Results will be published by May 11, 2022.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2022 – March 31, 2024. The next meeting of the Delegate Assembly takes place on Saturday, May 21 and Sunday, May 22, 2022. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2022**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT
SUBREGION 10-B
(Fresno County)

Number of seats: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

**denotes incumbent*

☐

Darrell Carter (Washington USD)*

☐

Gilbert Coelho (Firebaugh-Las Deltas USD)*

☐

Keshia Thomas (Fresno USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: _____ Date: January 5, 2022

Name: Darrell Carter CSBA Region & subregion #: 108
District or COE: Washington Unified School District Years on board: _____
Profession: Executive Director for United Front Contact Number (☐ Cell ☐ Home ☐ Bus.): 5 5 9 3 0 1 1 8 0 8
Primary E-mail: dc2@prodigy.net
Are you an Incumbent Delegate? ☐ Yes ☐ No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I previously served as a Delegate during my tenure as a Board Member for West Fresno Elementary School District. Following the unification of West Fresno Elementary and Washington Union High School districts. I have participated in the Legislative Day at the State Capitol and visited, along with former counterparts, many legislators to discuss CSBA's position on many of the pertinent issues related to education in California.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served 17 years as an Administrative Assistant to Mt. Zion Assemblies and I am the Executive Director for United Front Ministries. I have a Bachelor's Degree in Theology, a Masters in Human Services with an Executive Leadership prominence, a Master of Christian Theology and a Doctor of Christian Theology. I have completed the Masters in Governance program and have attended numerous CSBA training and events.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I am and have been involved in various community based organizations that deal with many social difficulties that are characteristic in low socio-economic communities such as West Fresno. Among the organizations I am involved with are West Fresno Health Care Coalition, United One, Mary Brown Center, Salvation Army, Southwest Police precinct, various food distribution programs, and the Bring Broken neighborhoods Back to Life Initiative. I believe in being an advocate for students and those in our communities who need help the most. I regularly attend events at all schools within our district.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Gilbert F. Coelho Date: December 9, 2021

Name: Gilbert F. Coelho CSBA Region & subregion #: 10-b
District or COE: Firebaugh-Las Deltas Unified School District Years on board: 37
Profession: Retiree Contact Number (☒ Cell ☐ Home ☐ Bus.): 559-779-0275
Primary E-mail: gcoelho@fldusd.org
Are you an incumbent Delegate? ☒ Yes ☐ No If yes, year you became Delegate: 20

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

My involvement in CSBA has been in the local and county level. I have served on the CSBA Small Schools Committee. I have serviced as an executive Board member for the Fresno County Trustees Association for many years. I attend the CSBA meetings and conferences, read and research CSBA issues. I have served as a CSBA Delegate at the regional level since May 1, 2002 and am genuinely interested in continuing my service in providing a quality education for all students.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served on the local Board of Trustees since 1983 with a 1-1/2 year break. I have served a total of 35 years on the local school board. The district has doubled in size since its unification in 1976 and I have been instrumental in the development of moving our district forward. Due to significant increased growth we have provided many more classrooms, remodeled library media facilities, built a large multi-purpose building on our middle school campus and equipped two weight rooms to condition our athletes for competitive sports. We added a performing arts building to our high school campus and a music building at one intermediate site to keep up in our growing music and choir programs. We recently added a state of the art Culinary Arts Classroom where our students who are interested in pursuing a career in the culinary arts can get a first hand experience. We have numerous state and federal programs for our students. I am committed to increasing high standards for all students and improving teacher practices. In the past few years we have experienced a significant declining enrollment due to economic conditions in our rural agricultural community. We faced those challenging circumstances and made hard decisions with the district's budget, keeping in mind what was best for our students. Recently we were named #8 in the State of California for our Reading Scores by the California Reading Coalition.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I am involved in all school related activities involving students, parents and community. I have served as president of the local Lions Club, the Firebaugh Service Club and have served on the St. Joseph Church Finance Council and Hospitality Committee. I am currently a member and past-president of the Firebaugh Rotary Club and member of St. Joseph Catholic Church. I volunteer to assist in community affairs such as the Community Harvest Festival and the annual Christmas Dinner. I have also served on the City/School Community Recreation Commission which oversees the communities youth activities. We established a coalition of three neighboring unified school districts with our West Hills College to provide job training for both our high school students and young adults on the West side. Local jobs require skills specific to the agricultural and state correctional facilities which will provide more employment and opportunities in our communities. I see one of the biggest challenges ahead as making sure that staff and students continue to be healthy and safe and on campus for in person instruction. Community involvement is important but staying current with new requirements is critical. CSBA has helped address this need through CSBA Daily News Roundups and most recently through the CSBA Annual Education Conference in San Diego.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if

elected. Signature:

A handwritten signature in black ink, appearing to read "Keshia Thomas", written over a horizontal line.

Date: 12/29/21

Name: Keshia Thomas

CSBA Region & subregion #: 10B

District or COE: Fresno Unified School District

Years on board: 3

Profession: E.D. for Saints Rest EDC **Contact Number** (☒ Cell ☐ Home ☐ Bus.): (559) 960-2292

Primary E-mail: keshia.thomas@fresnounified.org

Are you an incumbent Delegate? ☒ Yes ☐ No

If yes, year you became Delegate: 2019

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in learning more about the governance structure. I am also interested in becoming a key component of providing policy direction in the interest of all school districts. My entire career has been dedicated to education at every level. Education has not only been my passion but it has been the path for me to reach my goals. I have been a teacher, administrator, director of a successful education careers program, a board member, president of the board, board clerk, and member of the CSBA delegate assembly. I am looking forward to, again, being a great delegate and learning from senior delegates. I am an advocate for students and teachers as well as all other staff members involved in creating a mindset of college and career individuals who are moving towards being great citizens in society.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been president and clerk of the Fresno Unified School Board. I also sit on the Board of The Center for Advanced Research and Technology, Daily Charter school, Central Valley New Market Tax Credit, and the Mary Ella Brown Parks and recreation. I am also a member of the Women's Democratic Club, National Women's Political Caucus, West Fresno Democratic Club, Kennedy Club and Chair of the Youth and Young Adults committee of Black Women Organized for Political Action (BOWAPA).

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

One of the biggest hurdles we face in most school districts is equity across the board. In order to address equity we first have to admit many of us have the same problem and then find a solution that fits and own it. We can no longer use the word buy in because the problem with that is people can buy out. But when you own something you put everything you have into making it the best it can be.