



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

AGENDA
WEDNESDAY, APRIL 20, 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).
 - a. Executive Director
5. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Sarah Chun v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2015-0326

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

PLEDGE OF ALLEGIANCE

A Trustee 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: David Chavez, telephone 457-3548.

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on

A. CONSENT AGENDA – continued

expulsion and readmittance cases conducted during the period since the April 06, 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 Meeting

Included in the Board binders are the draft minutes for the April 06, 2022 Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Robert G. Nelson, telephone 457-3884.

A-4, ADOPT Resolution in the Matter of Declaring Certification of the April 12, 2022 Special Election

Included in the Board binders is a resolution in the matter of Declaring Certification of the April 12, 2022 special election. Adoption of the resolution officially declares certification of the April 12, 2022 special election resulting in one member being elected to the Fresno Unified School District Board of Education to fill vacant Trustee Area 5 seat. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-5, ADOPT Resolution Proclaiming May 2 – 6, 2022 as Teacher/Substitute Teacher Appreciation Week

Included in the Board binders is a resolution proclaiming May 2 - 6, 2022 as Teacher/ Substitute Teacher Appreciation Week. Fresno Unified teachers and substitute teachers work collaboratively with the Board of Education, Superintendent, administrators and staff in support of increasing student achievement and preparing career ready graduates. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-6, APPROVE Revised Job Description for Chief, Human Resources/Labor Relations

Included in the Board binders is the revised job description for Chief Human Resources/Labor Relations. This position is designated Management, exempt and placed E-33 of the Management Salary Schedule submitted. The revision to the job description delineates the function as the district's Title IX Coordinator within this position; facilitates and coordinates compliance with Title IX of the Civil Rights Act of 1964. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-7, APPROVE Revised Teachers on Special Assignment and Librarians 197 Duty Days Salary Schedule (8 hours)

A. CONSENT AGENDA – continued

Included in the Board binders is the revised Teachers on Special Assignment and Librarians 197 Duty Days Salary Schedule (8 hours). The reason for bringing the revised salary schedule 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. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-8, APPROVE Agreement with Born to Shine with Mike Sullivan

Included in the Board binders is an Independent Contractor Services Agreement with Born to Shine with Mike Sullivan to provide virtual school assembly services, 12-month access to after-care support materials, and one Friday virtual check-in for each of the five schools participating in the second phase of the pilot program. This new agreement will bring the FY2022 services to \$25,000. Mike Sullivan is a National Speakers Association Youth Education Speaker who focuses on Social-Emotional learning strategies and character development. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$12,500 are available in the Student Engagement/Campus Culture budget. Contact person: Kim Mecum, telephone 457-3731.

A-9, APPROVE Agreement for The Foundation of California Community Colleges Guidance Initiative Platform

Included in the Board binders is an agreement with The Foundation of California Community Colleges Guidance Initiative Platform. If approved, this will allow Fresno Unified students to auto populate course history information into their college applications and the district to track the submission data. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-10, APPROVE Grant Application to the Federal Department of Education- 2022 Teacher Quality Partnership Grant

Included in the Board binders is a grant application to the Federal Department of Education – 2022 Teacher Quality Partnership Grant. The \$10 million dollar grant proposes to enroll 225 candidates over the five project years in a multiple subject program with bilingual, Transitional Kindergarten (TK), and special education pathways in partnership with Fresno State University. Enrolled residents commit to work in bilingual, TK, or special education settings for a minimum of four years after the candidate obtains their preliminary credential. The Superintendent recommends approval. Fiscal impact: The grant award can be up to \$2 million dollars each year, over the five project years for a total of \$10 million dollars from 2022/23 to 2026/27. Contact person: Kim Mecum, telephone 457-3731.

A. CONSENT AGENDA – continued

A-11, APPROVE Award of Bid 22-28, Ventura and 10th Site and Parking Lot Improvements Phase II

Included in the Board binders is information on Bid 22-28, for improvements to the south section of the Farber Educational Campus (office buildings) including perimeter fencing and gates, parking lot expansion, new concrete driveways and walkways, site lighting, landscaping and student garden areas, and accessibility. The Prevention and Intervention and Special Education Departments are planned to move into office space at the site in Fall 2022. Staff recommends award to the lowest responsive, responsible bidder: Ardent General, Inc. (Fresno, California) \$1,888,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,888,000 are available in the Measure X Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-12, DENY Claim GL21-1027-6832

Included in the Board binders is a Claim for Damages by a minor, case GL21-1027-6832. The Superintendent recommends the Claim be denied and the matter referred to the district's Executive Director of Benefits and Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

A-13, RATIFY Retiree Contracts with Jill Barkdull, Maureen Doyle, Sharon Melson and Arlene Rowan to Provide Extra Support to the Health Services Department

Included in the Board binders and recommended for ratification are contracts for retired school nurses: Jill Barkdull, Maureen Doyle, Sharon Melson and Arlene Rowan. These retirees have been assisting Health Services in conducting required student hearing and vision screenings. Additionally, this year as a result of COVID, they were all performing assessments for Individual Education Plans (IEP's). There is continued need for support in order to complete 924 hours of vision and hearing screenings prior to the end of the school year. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$56,996 (contract total since August 2021) are available in the General Fund. Contact person: Misty Her, telephone 457-3633.

A-14, RATIFY Grant Application to the California Commission on Teacher Credentialing - 2022 Teacher Residency Expansion Grant

Included in the Board binders is a grant application to the California Commission on Teacher Credentialing - 2022 Teacher Residency Expansion. The \$12.1 million dollar grant proposes to enroll 485 candidates over the five project years in a multiple subject, single subject, or special education pathway in partnership with Fresno State University, Fresno Pacific University, National University, and CalState TEACH. Enrolled residents commit to work in Fresno Unified schools for a minimum of four years after the candidate obtains their preliminary credential. The Superintendent recommends ratification. Fiscal impact: The grant award is

A. CONSENT AGENDA – continued

up to \$12,125,000 over a five-year period from 2021/22 to 2025/26. Contact person: Kim Mecum, telephone 457-3731.

A-15, RATIFY the Renewal Grant Application to the California Department of Education for the After School Education and Safety Program

Included in the Board binders is a renewal grant application to the California Department of Education for the 2022 After School Education and Safety Program (ASES). This renewal application will provide three years of continued program funding. If awarded, Fresno Unified would receive the ASES grant up to \$5,125,173. The Superintendent recommends ratification. Fiscal impact: The ASES Program requires a local match of one-third of the state grant amount. Contact person: Kim Mecum, telephone 457-3731.

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

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

B-16, PRESENT and DISCUSS the Early Learning Department Expansion Plan for 2022/23 and Beyond

Staff will present an overview of the expansion plan, including the plan for Universal Transitional Kindergarten (TK) and the opportunity this presents to increase services for three-year-old children. Additionally, a brief overview will be provided on inclusive learning experiences that are implemented in the Early Learning program. Fiscal impact: Sufficient funds for the 2022/23 school year Early Learning planned expansion are available through TK expansion funding and various funding programs. Contact person: Lindsay Sanders, telephone 457-3471.

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

B-17, PRESENT and DISCUSS the 2022/23 Strategic Budget Development

The Board of Education has discussed the Governor's Proposed Budget and the potential impacts on Fresno Unified, as well as the strategic budget development process, at the following Board of Education meetings:

- January 19, 2022
- February 02, 2022
- February 16, 2022
- March 09, 2022
- March 16, 2022
- April 06, 2022

On April 20, 2022, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Santino Danisi, telephone 457-6226.

B. CONFERENCE/DISCUSSION AGENDA - continued

***7:00 P.M.**

B-18, OPPORTUNITY for Public DISCUSSION of the California School Employees Association - Chapter 125 Initial Proposal to Fresno Unified School District for the 2022-2023 Reopener Agreement

Included in the Board binders is the California School Employees Association, Chapter 125 2022-2023 initial proposal to the Fresno Unified School District presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgement of receipt. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

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

B-19, OPPORTUNITY for Public DISCUSSION and ADOPTION of the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 125 for the 2022-2023 Reopener Agreement

In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Unified School District 2022-2023 initial proposal to the California School Employees Association, Chapter 125 presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and Board adoption. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

***7:10 P.M.**

B-20, OPPORTUNITY for Public DISCUSSION of the California School Employees Association, Chapter 143, Food Service 2022-2023 Initial Proposal to Fresno Unified School District for the 2022-2023 Reopener Agreement

Included in the Board binder is the California School Employees Association, Chapter 143, Food Services 2022-2023 initial proposal to the Fresno Unified School District presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgement of receipt. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

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

B-21, OPPORTUNITY for Public DISCUSSION and ADOPTION of the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 143 for the 2022-2023 Reopener Agreement

In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Unified School District 2022-2023 initial proposal to the California

B. CONFERENCE/DISCUSSION AGENDA - continued

School Employees Association, Chapter 143 presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and Board adoption. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

***7:20 P.M.**

B-22, OPPORTUNITY for Public DISCUSSION of Fresno Area Substitute Teacher Association – SEIU Local 521, Initial Proposal to Fresno Unified School District for the 2022-2025 Successor Agreement

Included in the Board binders is the Fresno Area Substitute Teacher Association – Local 521 2022-2025 initial proposal to the Fresno Unified School District presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgement of receipt. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

***7:25 P.M.**

B-23, OPPORTUNITY for Public DISCUSSION and ADOPTION of the Fresno Unified School District Initial Proposal to Fresno Area Substitute Teacher Association – SEIU Local 521 for the 2022-2025 Successor Agreement

In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Unified School District 2022-2025 initial proposal to the Fresno Area Substitute Teacher Association, SEIU Local 521 presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and Board adoption. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

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

B-24, OPPORTUNITY for Public DISCUSSION of the Service Employees International Union – Local 521 Initial Proposal to Fresno Unified School District for the 2022-2025 Successor Agreement

Included in the Board binders is the Service Employees International Union - Local 521 2022-2025 initial proposal to the Fresno Unified School District presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgement of receipt. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

B. CONFERENCE/DISCUSSION AGENDA - continued

***7:35 P.M.**

B-25, OPPORTUNITY for Public DISCUSSION and ADOPTION of the Fresno Unified School District Initial Proposal to Service Employees International Union - Local 521 for the 2022-2025 Successor Agreement

In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Unified School District 2022-2025 initial proposal to the Service Employees International Union, Local 521 presented April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and adoption. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C. RECEIVE INFORMATION & REPORTS

C-26, RECEIVE Proposed Revisions for Board Policies

Included in the Board binders are proposed revisions for the following five (5) Board Policies (BP):

- BP 5116.2 Magnet Schools
- BP 6152 Class Assignment (NEW)
- BP 6181 Alternative Schools
- BP 6181.11 Elementary and Secondary Parameters for Developing Thematic Schools and or Schools of Choice (CHANGES IN NUMBERING)
- BP 7210 Facilities Financing

These revisions meet the California School Boards Association (CSBA) recommendations and best practices. The items will be brought back for approval at a future Board meeting. There is no fiscal impact to the district. Contact person: Ambra O'Connor, telephone 457-3838.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

NEXT REGULAR MEETING
WEDNESDAY, MAY 04, 2022 REGULAR MEETING

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM A-1

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Personnel List

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

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


PREPARED BY: Manjit Atwal,
Executive Director

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

CABINET APPROVAL: David Chavez
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:





Fresno Unified School District

Date: April 20, 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**

Dominguez	Angela	Nurse	Health Services	3/21/2022
Fregoso	Ariana	Teacher, Lrng Hndcp, Sdc	Tehipite Middle School	3/17/2022

Classified Personnel

Brittsan	Brice	Paraprof, Mild/Moderate	Tehipite Middle School	4/19/2022
Cisneros	Edgar	Paraprof, Mild/Moderate	Hoover High School	3/31/2022
Dominguez	Magali	Paraprof, Mild/Moderate	Roeding Elementary	4/19/2022
Galindo	Dayra	Assistant, School Office	Hoover High School	3/29/2022
Guerrero	Veronica	Technician, Libr Media-HS	Hoover High School	3/22/2022
Hernandes	Maria	Paraprof, Instructional Asst	Burroughs Elementary	3/22/2022
Jennings	Paula	Assistant, School Office	Jefferson Elementary	4/1/2022
Malcos	Francisca	Paraprof, Bilingual Spanish	Sunset Elementary	3/25/2022
Moultrie	Lyndon	Paraprof, Mild/Moderate	Scandinavian Middle School	3/25/2022
Nava	Maricela	Assistant, School Office	Anthony Elementary	3/23/2022
Olivera	Lavy	Paraprof, Mild/Moderate	Lawless Elementary	3/28/2022
Orozco	Fidelina	Liaison, Home/School Spanish	Thomas Elementary	4/1/2022
Ramirez	Alyssa	Assistant, Resrce Cnslg	Roeding Elementary	3/30/2022
Reyes	Jocelyn	Assistant, School Office	Birney Elementary	3/15/2022
Ruvalcaba	Maria	Assistant, School Office	Mclane High School	4/4/2022
Savoy	Donald	Assistant, Resrce Cnslg	Mclane High School	4/4/2022
Tafolla Viana	Maria	Paraprof, Bilingual Spanish	Sunset Elementary	4/19/2022
Velasco	Mirella	Paraprof, Mild/Moderate	Heaton Elementary	4/19/2022
Vick	Myranda	Nurse, Vocational License	Health Services	4/19/2022
Xiong	Nou	Liaison, Home/School Hmong	Multi-Lingual/Multi-Cultural	3/24/2022

Management Certificated

Jimenez	Jose	Psychologist, School	Special Ed	4/1/2022
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Management Classified

Dunkle	Jocelyn	Occupational Therapist	Special Ed	4/19/2022
Meza	Ralph	Director, Transportation	Transportation	4/4/2022

RESIGNATIONS OR RETIREMENTS**Certificated Personnel**

Barker	Lisa	Teacher, Lrng Hndcp, Sdc	Holland Elementary	3/28/2022
Bergendahl Dizney	Kelsey	Teacher, Handicapped, Severely	Bullard High School	6/10/2022
Bunch	Bailey	Teacher, Elementary	Jefferson Elementary	6/10/2022
Couch	Donna	Teacher, Elementary	Centennial Elementary	6/10/2022

Duong	Nam	Teacher, Senior High	Duncan Polytechnical	6/10/2022
Fregoso	Ariana	Teacher, Lrng Hndcp, Sdc	Tehipite Middle School	3/17/2022
Hoffman	Donna	Teacher, Individual, Small Grp	Special Ed	7/31/2022
Karkazian	Nyrie	Teacher, Spec Assgn, St Ac Dir	Bullard High School	6/10/2022
Lor	Syda	Teacher, Elementary	Vang Pao Elementary	3/18/2022
Love	Vicki	Teacher, Senior High	Edison High School	6/30/2022
Ortega-Hackett	Yolanda	Teacher, Bilingual	Wawona K-8 School	6/10/2022
Paolucci-Monteleone	Lisa	Nurse	Health Services	6/10/2022
Patrick	Nancy	Teacher, Elementary	Ayer Elementary	6/30/2022-6/11/2022
Piper	Cynthia	Teacher, Elementary	Leavenworth Elementary	6/30/2022-6/10/2022
Romero	Hunter	Teacher, Elementary	Kratt Elementary	6/10/2022
Sanchez	Christine	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/10/2022
Waters	Bernarda	Nurse	Health Services	3/24/2022

Classified Personnel

Brockbank	Britney	Paraprof, Moderate/Severe	Adult Transition Prog Fairmont	1/10/2022
Calderon	Sarah	Specialist, Chd Wel & Attnd II	Prevention And Intervention	4/15/2022
Catanzarite	Fred	Lead, Floor Covering Worker	Maintenance And Operations	6/30/2022
Chahal	Daljit	Worker, Grnds Maint III Gang R	Plant Operations	6/1/2022
Chavez	Angela	Paraprof, Mild/Moderate	Lincoln Elementary	3/22/2022
Diaz Aguilera	Leticia	Assistant, Noontime	Ericson Elementary	3/24/2022
Ellard	Jasmine	Specialist, Community Educ	Instructional Services	4/1/2022
Escobedo	Sagrario	Paraprof, Instructional Asst	Addams Elementary	6/10/2022
Flores	Teresa	Lead, After Schl/Ext Day	Fremont Elementary	8/15/2022
Gervacio Jaquez	Sylvia	Specialist, Chd Wel & Attnd II	Prevention And Intervention	3/28/2022
Guerrero	Tracy	Paraprof, Mild/Moderate	Ewing Elementary	2/22/2022
Hirsch Korn	Rebecca	Itinerant, DHH Sign Interprtr	Special Ed	6/10/2022
Hobbs	Lashawn	Nutrition Services Assistant	Food Services	2/11/2022
Lucio	Peggy	Accountant I	Fiscal Services	3/31/2022
Martinez	Alice	Nutrition Services Assistant	Food Services	6/13/2022
Moralez	Armando	Painter	Maintenance And Operations	3/4/2022
Nast	Justin	Paraprof, Moderate/Severe	Hoover High School	3/1/2022
Salinas	Kaylah	Paraprof, Computer Lab Asst II	Fresno High School	7/31/2022
Williams	Jean	Manager, School Office I	Lawless Middle School 7-8	6/20/2022
Xiong	Thao	Liaison, Home/School Hmong	Multi-Lingual/Multi-Cultural	1/18/2022
Yang	Lisa	Lead, After Schl/Ext Day	Vang Pao Elementary	6/3/2022

Management Certificated

Rios	Barbara	Counselor, School	Hoover High School	6/24/2022
Wittrup	Susan	Psychologist, School	Special Ed	6/14/2022 6/17/2022

Management Classified

Casarez	Hanna	Athletic Trainer Certified	Fresno High School	6/30/2022
Chaffee	Patrick	Administrative Analyst	Fiscal Services	4/5/2022
Logan	Joshua	Dist Supv I, Food Services	Food Services	4/17/2022

DECEASED

Management Certificated

Langlo	Shannon	Psychologist, School	Special Ed	3/27/2022
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LEAVE REQUEST

Certificated Personnel

Borshch	Vladimir	Teacher, Senior High	Roosevelt High School	7/31/2022
Buller	Erica	Teacher, Lrng Hndcp, Sdc	Fort Miller Middle School	7/31/2022
Clayton	Rashandra	Teacher, Elementary	Slater Elementary	4/3/2022
Moorehead	Matthew	Teacher, Music, Elementary	Music/Visual and Perform Arts	4/18/2022

Classified Personnel

Bosquez	Priscilla	Assistant, School Office	Addams Elementary	3/31/2022
Castaneda	Sara	Assistant, Resrce Cnslg	Mccardle Elementary	4/1/2022
Hernandez	Michael	Specialist, Electronics Serv	Maintenance And Operations	3/4/2022
Lopez	Christina	Paraprof, Moderate/Severe	Ewing Elementary	3/6/2022
Orante	Elva	Nutrition Services Assistant	Food Services	4/4/2022
Rivera	Vanesa	Specialist, Chd Wel & Attnd II	Prevention And Intervention	4/22/2022
Talib	Mohammed	Paraprof, Mild/Moderate	Hoover High School	10/3/2021

Management Certificated

Silva	Lianna	Vice Principal I	Sunset Elementary	7/31/2022
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Management Classified

Sevel	Aaron	Analyst II	Equity and Access	4/13/2022
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R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

Anderson	Lance	Teacher, Senior High	Sunnyside High School	3/8/2022
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Classified Personnel

Alarcon	Paula	Nutrition Services Operator	Food Services	2/2/2022
Rodriguez	Linda	Nutrition Services Assistant	Food Services	4/3/2022

PROMOTIONS

Classified Personnel

Acosta	Jesus	Operator, Swimming Pool	Mclane High School	4/19/2022
Arias	Estephanie	Assistant, School Office	Kings Canyon Middle School	4/19/2022
Avila	Gina	Paraprof, Mild/Moderate	Special Ed	3/25/2022
Brackens-Boissiere	Ponzella	Assistant, Resrce Cnslg	Prevention And Intervention	4/4/2022
Garcia	Maria	Technician, Program	State & Federal Programs	4/11/2022
Garcia	Nina	Assistant, Attendance Records	Bullard High School	4/1/2022
Gentry	Evelyn	Assistant, Attendance Records	Mclane High School	4/1/2022
Gomez	Maribel	Specialist, Primary Lang Instr	Parent Involvement Office	4/4/2022
Her	Padao	Specialist, Tech Support I	Technology Services	3/25/2022
Hernandez	Richard	Assistant, Campus Safety	George M Dewolf High School	3/24/2022
Hernandez	Vitina	Paraeducator, Autism	Roosevelt High School	3/28/2022
Lo	Padei	Assistant, Office III	Prevention And Intervention	4/11/2022
Mansanalez	Roy	Worker, Grnds Maint IV Tree Tr	Plant Operations	3/28/2022
Mayo	Margaret	Paraprof, Instructional Asst	Bullard Talent 7-8	4/4/2022
Navarro	Rosalva	Paraeducator, Community Based	Scandinavian Middle School	4/25/2022
Pasillas	Frank	Paraeducator, Community Based	Edison High School	3/30/2022
Phengdara	Bountiene	Paraprof, Moderate/Severe	Greenberg Elementary	3/29/2022
Portillo	Monalisa	Nutrition Services Cook/Baker	Food Services	3/22/2022

Sambrano III	David	Paraeducator, Community Based	Fresno High School	4/7/2022
Sanchez	Trinidad	Lead, Roofer	Maintenance And Operations	12/17/2021
Sanchez Carlos	Vanessa	Paraprof, Bilingual Spanish	Calwa Elementary	4/1/2022
Schindler	Anna	Paraprof, Moderate/Severe	Robinson Elementary	3/28/2022
Vallejo Jr	Rodolfo	Paraprof, Instructional Asst	Ayer Elementary	4/4/2022

Management Classified

Goolsby Jr	Russell	Manager I (General)	Comm Info	4/29/2022
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the April 06, 2022 Regular Board Meetings.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

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

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolution in the Matter of Declaring Certification of the April 12, 2022 Special Election

ITEM DESCRIPTION: Included in the Board binders is a resolution in the matter of Declaring Certification of the April 12, 2022 special election. Adoption of the resolution officially declares certification of the April 12, 2022 special election resulting in one member being elected to the Fresno Unified School District Board of Education to fill vacant Trustee Area 5 seat.

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

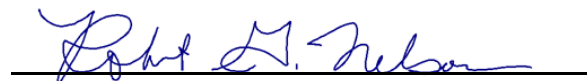
PREPARED BY: Ambra O'Connor,
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolution Proclaiming May 2 – 6, 2022 as Teacher/Substitute Teacher Appreciation Week

ITEM DESCRIPTION: Included in the Board binders is a resolution proclaiming May 2 – 6, 2022 as Teacher/ Substitute Teacher Appreciation Week. Fresno Unified teachers and substitute teachers work collaboratively with the Board of Education, Superintendent, administrators and staff in support of the increasing student achievement and preparing career ready graduates.

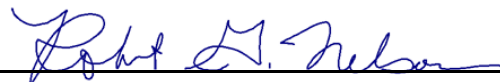
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: David Chavez,
Chief of Human Resources/Labor Relations

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

CABINET APPROVAL: David Chavez,
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 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 Revised Job Description for Chief, Human Resources/Labor Relations

ITEM DESCRIPTION: Approve revised job description for Chief Human Resources/Labor Relations. This position is designated Management, exempt and placed E-33 of the Management Salary Schedule submitted.

The revision to the job description delineates the function as the District's Title IX Coordinator within this position; facilitates and coordinates compliance with Title IX of the Civil Rights Act of 1964.

The revision also includes the placement on E-33 of the Management Salary Schedule.

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

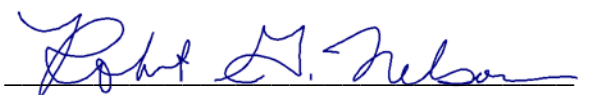
PREPARED BY: Manjit Atwal,
Executive Director

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

CABINET APPROVER: Ambra O'Connor
Chief of Staff

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Chief, Human Resources/ Labor Relations	REPORTS TO:	Superintendent
DEPARTMENT:	Human Resources/Labor Relations	CLASSIFICATION:	Management
FLSA:	Exempt	WORK YEAR:	12 Months
BOARD APPROVAL:		SALARY:	E-33/Management Salary Schedule Competitive and Negotiable

BASIC FUNCTION:

Accountable for improving student achievement for all students with special attention on improving student achievement of English Learners and Special Education Students; Plan, organize, control, and direct the functions of Human Resources and Labor Relations; Build capacity among staff; recruit, prepare, sustain, and challenge all leaders to achieve higher levels of individual performance and effectiveness in leading others; direct and manage the implementation of human resources planning, recruitment, selection, placement, discipline, labor and other related services and operations; collaborate and provide timely support to staff in meeting goals of the District to provide timely delivery of high quality services; connect the intellectual, human and cultural assets of various organizations to the District or provide access to high quality options and a variety of activities; effectively communicate with district leaders to provide constructive feedback to improve their effectiveness as they develop new leadership skills; **functions as the District's Title IX Coordinator.**

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.)

Accountable for improving student achievement for all students with special attention on improving student achievement of English Learners and Special Education Students through the effective management of assigned areas; value risk taking and innovation in support of performance improvements throughout the District; hold administrators, teachers, and students accountable for increasing student achievement. **E**

Plan, develop, direct, manage and administer human resources/labor relations policies, practices, procedures and programs including recruitment, selection, classification, assignment, dismissal, discipline transfer, compensation, labor, leaves, performance evaluation and records. **E**

Serve as the Fair and Equal Opportunity in Employment Officer for the District and as liaison to the Fair and Equal Opportunity in Employment Committee. **E**

Functions as the District's Title IX Coordinator; facilitates and coordinates compliance with Title IX of the Civil Rights Act of 1964. E

Serve as the case manager for personnel litigation. *E*

Strategize, develop, implement and direct a variety of innovative support programs, projects and activities related to the overall functioning and management of Human Resources and Labor Relations including professional development and in-service training of management personnel regarding employer-employee relations. *E*

Direct, coordinate and manage the collective bargaining responsibilities with employee bargaining units, interpreting collective bargaining contract language, and educating administrative staff on all aspects of employment related contract compliance; coordinate the processing of grievances and hold appropriate hearings. *E*

Administer the Labor Relations function of the District; serve as chief negotiator; keep the Superintendent and Board of Education informed regarding progress in negotiations. *E*

Serve as a member of the Superintendent's Cabinet to ensure all District actions align with objective and goals; assist and make recommendation to the Superintendent in the determination of resource allocation and levels of service according to established policy. *E*

Keep abreast of developments and innovations in the field of education by reading current literature, attending professional association meetings, and by discussing developments and issues of mutual interest with other in the specific assigned field; maintain unit determination under the Public Employment Relations Board (PERB). *E*

Develop and implement strategic vision and direction for the division in alignment with District Core Beliefs and Commitments; provide technical and intellectual expertise regarding assigned functions; formulate and develop policies and procedures. *E*

Direct and maintain an efficient and effective system of data collection and organization; direct preparation and maintenance of a variety of narrative and statistical reports, records and files. *E*

Attend or chair a variety of meetings; represent the District in collaborative/partnerships/task forces with the City, County, human service agencies, institutions of higher education, business/industry, and judicial and law enforcement agencies as assigned by the Superintendent or Deputy Superintendent. *E*

Communicate and collaborate with other administrators, District personnel, collective bargaining units and contractors to coordinate activities and programs, resolve issues and conflicts and exchange information; present draft of negotiated proposals to the Superintendent for his review, recommendation and approval. *E*

Plan, develop, implement and monitor a program of performance evaluation and accountability for all district staff including feedback loops that provide information to appropriate individuals. *E*

Direct the preparation and administration of the division budget and ensure efficient and effective use of material, budgets and human resources to accomplish District goals and objectives and to sustain and monitor a financial and human resources plan that ensures the viability of the District. *E*

Supervise and evaluate the performance and provide clear expectations and regularly support professional growth of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of staff; provide constructive feedback to improve staff effectiveness. *E*

Attend Board meetings; prepare board communication and present agendas and reports to the Board as requested by the Superintendent. *E*

Visit school sites and classrooms on a regular basis. *E*

Perform related duties as assigned by Superintendent or designee.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: advanced degree in personnel, business administration or related field and seven years increasingly responsible management experience including at least five years in a human resources department, with experience in employer-employee relations including negotiations.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Planning, organization and direction of the functions of Human Resources.

Federal, State and District laws, rules and regulations pertaining to employer-employee relations.

Grievance procedures including arbitration.

Labor relations and negotiation practices.

Compensation practices and personnel procedures and practices.

Interview and selection techniques and methods.

Credentialing laws.

Legal procedures and terminology and negotiation processes.

Budget preparation and control.

Principles and practices of management.

Oral and written communication skills.

Labor Relations law and employee contracts.

Current educational principles and practices related to assigned duties.
Principles and practices of management.
Interpersonal skills using tact, patience and courtesy.

ABILITY TO:

Negotiate skillfully in difficult situations and strongly promote compromise to satisfy all parties.

Dispense corrective feedback in a manner that inspires accountability among colleagues and direct reports.

Maintain current knowledge of trends in the assigned field.

Work with grievance procedures including arbitration.

Negotiate with a variety of union groups.

Manage labor contracts and labor relations.

Demonstrate loyalty and high ethical standards.

Learn new or updated computer systems/programs to apply to current work.

Plan and organize work to meet schedules and timelines.

Read, interpret, apply, and ensure compliance with applicable rules, regulations, policies and procedures.

Demonstrate loyalty and high ethical standards.

Provide leadership, train and evaluate the performance of assigned staff.

Use student achievement data to develop student-centered goals for improving learning and teaching in classrooms to eliminate the achievement gap.

Manage change and help groups of people make decisions that remain over time.

Focus and appropriately allocate resources toward identified goals.

Communicate in formal and informal settings a message centered on teaching and learning, student achievement, and resource allocations using effective skills.

Perform courageously and ethically to accomplish stated goals.

Assist in sustaining and monitoring the financial viability of the district.

Communicate, understand, and follow both oral and written directions effectively.

Establish and maintain cooperative, effective and collaborative working relationships with a diverse range of people.

Analyze situations accurately and timely, and adopt or recommend effective courses of action.

Demonstrate high energy, potential and commitment to meet goals.

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; constant interruptions.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents; sitting for extended periods of time; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally or bending at the waist to retrieve and store files.

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: April 20, 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 Revised Teachers on Special Assignment and Librarians 197 Duty Days Salary Schedule (8 hours)

ITEM DESCRIPTION: Included for the Board's consideration and approval is the revised Teachers on Special Assignment and Librarians 197 Duty Days Salary Schedule (8 hours).

The reason for bringing the revised salary schedule 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.

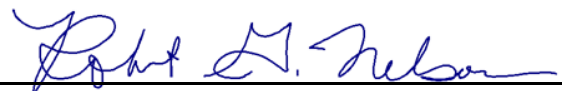
PREPARED BY: Manjit Atwal,
Executive Director

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

CABINET APPROVAL: David Chavez
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2021-2022

Effective July 1, 2021

Schedule A: Teachers on Special Assignment and Librarians ~~194~~ 197* Duty Days (8 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	\$53,084.88	\$56,269.98	\$59,455.23	\$62,640.01	\$64,519.23
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Full-Credentialed Teachers

1**	\$56,269.98	\$59,455.23	\$62,640.01	\$65,825.26	\$67,799.84
2	\$59,455.23	\$62,640.01	\$65,825.26	\$69,010.52	\$71,080.59
3	\$62,640.01	\$65,825.26	\$69,010.52	\$72,195.61	\$74,361.35
4	\$65,825.26	\$69,010.52	\$72,195.61	\$75,380.40	\$77,641.80
5	\$69,010.52	\$72,195.61	\$75,380.40	\$78,565.65	\$80,922.71
6	\$72,195.61	\$75,380.40	\$78,565.65	\$81,750.74	\$84,203.16
7	\$75,380.40	\$78,565.65	\$81,750.74	\$84,935.84	\$87,483.92
8		\$81,750.74	\$84,935.84	\$88,120.78	\$90,764.52
9			\$88,120.78	\$91,306.19	\$94,045.28
10				\$94,491.13	\$97,325.88

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%	\$1,511.86	\$96,002.99	\$98,883.09
12	3.20%	\$3,023.72	\$97,514.84	\$100,440.31
13	4.80%	\$4,535.57	\$99,026.70	\$101,997.52
14	6.40%	\$6,047.43	\$100,538.56	\$103,554.74
15	8.00%	\$7,559.29	\$102,050.42	\$105,111.95

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 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 Agreement with Born to Shine with Mike Sullivan

ITEM DESCRIPTION: Included in the Board binders is an agreement with Born to Shine with Mike Sullivan to provide virtual school assembly services, 12-month access to after-care support materials, and one Friday virtual check-in for each of the five schools participating in the second phase of the pilot program. Prior to this phase, five schools participated in the initial pilot: Gaston, King, Adams, Manchester Gate, and Bullard TALENT. Feedback from the sites was positive, and Gaston assisted in the development of the Born to Shine Mentor Model to train students in middle to elementary school mentorship skills. Upon approval of this second pilot phase, five additional regional feeders of Gaston will be able to host a virtual assembly, access the Born to Shine resources, and work with Gaston's Born to Shine student mentors through the 2022/23 school year. This new agreement will bring the FY2022 services to \$25,000. Mike Sullivan is a National Speakers Association Youth Education Speaker who focuses on Social-Emotional learning strategies and character development.

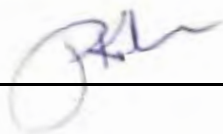
FINANCIAL SUMMARY: Sufficient funds in the amount of \$12,500 are available in the Student Engagement/Campus Culture budget.

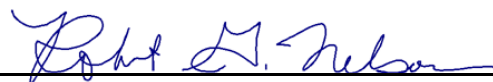
PREPARED BY: Leslie Loewen,
Campus Culture Manager

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Michael J Sullivan DBA Born to Shine

10961 Marklein Ave, Mission Hills, CA 91345

Vendor Name
818-449-6148

Address
Mike Sullivan

Phone Number

Vendor Contact

From: April 21, 2022

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:
Leslie Loewen

Student Engagement/ Campus Culture 559-457-3674

Name

Site/ Dept **Telephone number**

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

030-0171-0725-110-5899

Annual Cost \$ 12,500.00 (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:

Born to Shine with Mike Sullivan to provide virtual school assembly services, 12-month access to after-care support materials, and one Friday virtual check-in for each of the five schools participating in the second phase of the pilot program. Mike Sullivan is a National Speaker Association Youth Education Speaker who focuses on Social-Emotional Learning strategies and character development. See attached invoice.

Date Item is to appear on Board of Education Agenda:

04/20/22 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Byron W. Ullrich March 30, 2022
Signed Date

Reviewed & approved by Executive Director, Risk Management:

Andrew C. Lane 3/31/22
Signed Date

Please return signed contract to:
Leslie Loewen/Leticia deSantiago

Student Engagement/Campus Culture

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0171-0725-1110-5899

District Contact Person: Leslie Loewen/Leticia deSantiago

Budget Manager Approval: _____

Contractor's Vendor Name:

Contractor's Contact Person: Mike Sullivan

Contractor's Title: Owner

Contractor's Telephone Number: 818-449-6148

Contractor's E-mail: mike@borntoshine.today

Contractor's Address: 10961 Marklein Ave, Mission Hills, CA 91345

Contractor's Taxpayer ID# or SSN# 331-64-5534
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 04/21/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Born to Shine with Mike Sullivan to provide virtual school assembly services, 12-month access to after-care support materials, and one Friday virtual check-in for each of the five schools participating in the second phase of the pilot program. Mike Sullivan is a National Speaker Association Youth Education Speaker who focuses on Social-Emotional Learning strategies and character development. See attached invoice.

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 04/21/22 , 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 \$ 12,500.0 per contrac , Not to exceed \$ 12,500.00 . Checks will be made payable to . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. Yes (See below) No, Vendor initial here MS

- 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): \$ 12,500.00
- f. Other \$ 0.00

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

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

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

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

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

Contractor's initials MS District's initials [Signature]

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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

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

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

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph

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

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

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


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

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnities, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.
- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
 - b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

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

Contractor's initials MS District's initials 

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

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

District:

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

Contractor: Michael J Sullivan DBA Born to Shine

Name: Mike Sullivan

Address:

10961 Marklein Ave
Mission Hills, CA 91345

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

Michael J Sullivan DBA Born to Shine



Name: Mike Sullivan, Title: Owner
March 28th, 2022

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

Date

3/31/22

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 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 Agreement for The Foundation of California Community Colleges Guidance Initiative Platform

ITEM DESCRIPTION: Included in the Board binder is a request to approve an agreement with The Foundation for California Community Colleges, the legal home of the California College Guidance Initiative (CCGI), a state-wide, equity focused, non-profit initiative that manages the state of California, college, and career platform californiacolleges.edu. Californiacolleges.edu provides college, career and financial aid planning for middle and high school students and their parents. As a partnership district, CCGI will provide necessary support for the integration of data into individual student accounts, which will allow students to auto-populate course history information into their applications to all CSU campuses and California Community Colleges and for the districts that track those submissions.

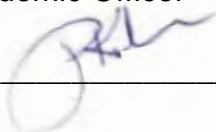
FINANCIAL SUMMARY: There is no fiscal impact to the district.

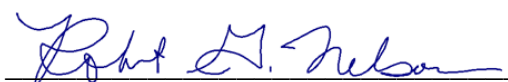
PREPARED BY: Jeremy Ward,
Assistant Superintendent

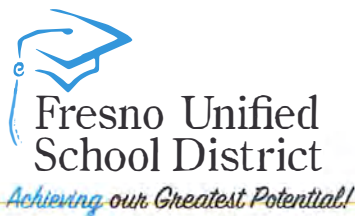
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Kim Mecum
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

The Foundation for California Community Colleges

1102 Q Street, Suite 4800, Sacramento, CA 95811

Vendor Name

Address

323-999-7161

Tessa Carmen de Roy

Phone Number

Vendor Contact

From: 7/1/2022

Through: 6/30/2025

Term (Duration)

FUSD Contract Administrator:

College & Career Readiness

559-248-7465

Jeremy Ward

Site/ Dept

Telephone number

Name

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

College & Career Readiness

Annual Cost 0

(Estimated Amount)

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

Yes

No

Scope of Work Summary:

The Foundations for California Community Colleges is the legal home of the California College Guidance Initiative (CCGI), a state wide, equity focused, non-profit initiative that manages the state of California, college and career platform, CaliforniaColleges.edu. CaliforniaColleges.edu provides college, career and financial aid planning for middle and high school students and their parents. As a partnership district, CCGI will provide necessary support for the integration of data into individual student account, which will allow students to auto-populate course history information into their applications to all CSU campuses and California Community Colleges and for the districts that track those submissions.

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

Agenda Item #

(Contracts of \$15,000.00 or more)

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

[Signature]
Signed

3/30/22
Date

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

[Signature]
Signed

3/30/22
Date

Please return signed contract to:
Jeremy Ward

College and Career Readiness 559-248-7465

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: College & Career Readiness

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: The Foundation for California Community Colleges

Contractor's Contact Person: Tessa Carmen de Roy

Contractor's Title: President, CCGI

Contractor's Telephone Number: 323-999-7161

Contractor's E-mail: tderoy@californiacolleges.edu

Contractor's Address: 1102 Q Street, Suite 4800, Sacramento, CA 95811

Contractor's Taxpayer ID# or SSN#: 68-0412350

This Independent Contractor Services Agreement is made and entered into effective 7/1/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide TCD Tessa Carmen de Roy

The Foundation for California Community Colleges is the legal home of the California College Guidance Initiative (CCGI), a state wide, equity focused, non-profit initiative that manages the state of California, college and career platform californiacolleges.edu. Californiacolleges.edu provides college, career and financial aid planning for middle and high school students and their parents. As a partnership district, CCGI will provide necessary support for the integration of data into individual student account, which will allow students to auto-populate course history information into their applications to all CSU campuses and California Community Colleges and for the districts that track those submissions.

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 7/1/22 , and shall terminate on 6/30/25 . 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 0 per year , Not to exceed 0 . Checks will be made payable to The Foundation for California Communit. 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 TCD

- a. Lodging 0 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies 0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): 0
- f. Other 0

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

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

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

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

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

Contractor's initials TCD District's initials [Signature]

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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

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

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

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

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

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

Contractor's initials TCD
TCB

District's initials [Signature]

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

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

District:

Contractor: The Foundation for California Communit

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

Name: Tessa Carmen de Roy

Address: 1102 Q Street, Suite 4800, Sacramento, CA 95811

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

The Foundation for California Communit

Tessa Carmen De Roy

Tessa Carmen De Roy (Mar 28, 2022 11:52 PDT)

Name: Tessa Carmen de Roy , Title: President, CCGI

Mar 28, 2022

Date

Approved As To Form:

Andrew De La Torre

Andrew De La Torre, Executive Director
Benefits and Risk Management

3/30/22
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 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 Grant Application to the Federal Department of Education- 2022 Teacher Quality Partnership Grant

ITEM DESCRIPTION: Included in the Board binders is a request to write the grant application to the Federal Department of Education- 2022 Teacher Quality Partnership Grant.

The Fresno Unified, Teacher Development Department proposes to continue the development of a Teacher Residency program in partnership with Fresno State University to support teacher candidates in earning a teaching credential. Fresno Unified will continue to partner with Fresno State to implement three primary objectives: 1) Recruitment and selection of diverse talent into the Fresno Teacher Residency Program, 2) Fresno Unified and Fresno State collaboratively reform the teacher preparation curriculum to train highly effective multiple subject residents with a special education, Transitional Kindergarten (TK), or bilingual pathway, and 3) Induction and retention of new teacher graduates. The grant proposes to enroll 225 residents for the five project years.

Enrolled residents commit in writing to work in a multiple subject, bilingual pathway, TK, or special education setting in a Fresno Unified school for a period of at least four school years after the candidate obtains a preliminary credential.

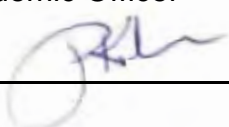
FINANCIAL SUMMARY: The grant award can be up to \$2 million dollars each year, over the five project years for a total of \$10 million dollars from 2022/23 to 2026/27.

**PREPARED BY: Teresa Morales-Young,
Administrator**

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

**CABINET APPROVAL: Kim Mecum,
Chief Academic Officer**

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 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 Award of Bid 22-28, Ventura and 10th Site and Parking Lot Improvements Phase II

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-28, for improvements to the south section of the Farber Educational Campus (office buildings) including perimeter fencing and gates, parking lot expansion, new concrete driveways and walkways, site lighting, landscaping and student garden areas, and accessibility. The Prevention and Intervention and Special Education Departments are planned to move into office space at the site in Fall 2022.

In March 2021, the Board approved a \$5.5 million contract for interior improvements to two office buildings and site work including utilities, asphalt, and fencing. As reported in August 13, 2021 and January 07, 2022 Board Communications, during renovation extensive termite and water damage was discovered. These conditions, requiring repair/replacement of affected framing, windows, building insulation, sheet rock and sheet metal, were not known until the building envelope finishes were removed and inspected. To ensure completion of the most urgently needed repairs, scopes of work were added to address the unknown/unforeseen building conditions, and funding for the additional work was provided by deducting certain site improvements from the March 2021 contract. Bid 22-28 includes the remaining site work removed from the original contract.

The request for bids was lawfully advertised on February 17, 2022. Notifications were sent to 49 firms plus five construction trade publications, and the district received four responses. Bids were opened on March 17, 2022. Staff recommends award to the lowest responsive, responsible bidder:

- Ardent General, Inc. (Fresno, California) \$1,888,000

The bid tabulation and site plan are attached. Bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,888,000 are available in the Measure X Fund.

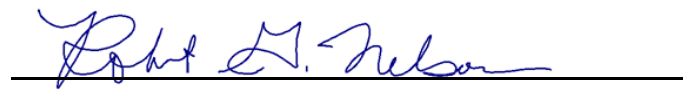
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

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

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-28, VENTURA AND 10TH PHASE II, SITE AND PARKING LOT IMPROVEMENTS

Bid Opening Date: March 17, 2022 prior to 2:01 P.M.

Buyer: Toni Jorge

CONTRACTOR	CITY	BASE BID AMOUNT
Ardent General, Inc.	Fresno	\$1,888,000
Davis Moreno Construction, Inc.	Fresno	\$1,903,724
Alisa M. Emmett dba, A.J. Excavation, Inc.	Fresno	\$1,939,000
Avison Construction, Inc.	Madera	\$1,999,350

Low bid determined by Base Bid.

Staff recommends award of \$1,888,000 to Ardent General, Inc., the lowest responsive, responsible bidder for Base Bid.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

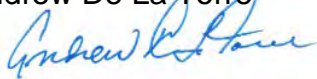
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Deny Claim GL21-1027-6832

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL21-1027-6832. The Superintendent recommends the Claim be denied and the matter referred to the district's Executive Director of Benefits and Risk Management for further handling.

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

PREPARED BY: Andrew De La Torre
Executive Director

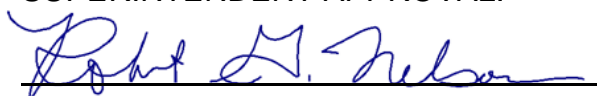


DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:





Please Reply to San Diego Office:
3033 Fifth Avenue, Suite 201
San Diego, CA 92103
Telephone Number: 619-749-9085
Fax Number: 559-495-1903

“SERVICE THROUGH REPRESENTATION”

March 25, 2022

VIA EMAIL
VIA FACSIMILE

Kathy Pereida
Risk Management Claims
District Supervisor I
Benefits & Risk Management
2309 Tulare, Fresno, CA 93721
Phone: 559/457-3635 * Fax: 559/457-3838
Email: kathy.pereida@fresnounified.org

Re : Claimant *MINOR* through *MINOR* GUARDIAN /PARENT
MINOR

Date of injury: October 27, 2021
Place of the Incident : HOOVER HIGH SCHOOL
5550 N. First Street
Fresno, CA 93710

Dear Madam:

This is in response to the Claim Form question concerning the circumstance of how and under what circumstances did DAMAGE or INJURY occur.

I. INTRODUCTION

On October 27, 2021, *MINOR*, (hereafter referred as *MINOR*) while trying to help a friend who was under attack by other students, *MINOR* was suddenly inexplicably, brutally assaulted by two other students who happened to be passing by. *MINOR* never met, knew or had any prior relationship with *MINOR* assailants.

These assailants still are students at Hoover High School while the Fresno District Attorney Office is pressing charges against them.

MINOR The two students who assaulted *MINOR* kicked and stomped on *MINOR* head and on body repeatedly while *MINOR* was lying helplessly on the ground. In addition, while the assailants were attacking *MINOR*, an unidentified Hoover High School security guard, instead of stopping and arresting the assailants, grabbed *MINOR* arms and started to

“SERVICE THROUGH REPRESENTATION”

drag *minor* away while the two assailants were still kicking *minor* and pulling *minor* hair.

Therefore, as a result of being attacked by these two students, *minor* had to be rushed to Valley Children’s hospital where *minor* was under observation for 12 hours and hooked up to an IV dispensing medication in order to ease *minor* excruciating body pain. Subsequently, *minor* had to receive a CT scan and had to take additional medication in order to be able to complete the CT scan

This sad episode in *minor* young life made *minor* depressed, embarrassed and humiliated to such an extent that *minor* was waking up in the middle of the night crying, having nightmares and reliving the trauma of the assault on *minor* life as *minor* endured the pain *minor* suffered as a result of this assault.

Moreover, when *minor* went back to school, whenever *minor* would be sit to have lunch, the two assailants along with a large group of their friends would stare at *minor* with the intent to intimidate *minor*. This led *minor* to fear for *minor* life and becomes so worried that *minor* started to have *minor* lunches and breaks in *minor* classroom. because *minor* was in fear of being assaulted again.

TAFOYA & ASSOCIATES



Ali Nehme,
Attorney for the Claimant

Fresno Unified School District
Board Agenda Item

Board Meeting Date: 04/20/22

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 Contracts with Jill Barkdull, Maureen Doyle, Sharon Melson and Arlene Rowan to Provide Extra Support to the Health Services Department

ITEM DESCRIPTION: Included in the Board binders and recommended for ratification are contracts with retired school nurses Jill Barkdull, Maureen Doyle, Sharon Melson and Arlene Rowan. These retirees have been supporting Health Services in conducting required student hearing and vision screenings. Additionally, this year as a result of COVID, they were also performing assessments for Individual Education Plans (IEP's) and therefor have exhausted their original contract of \$14,900 each. In order to complete the remaining vision and hearing screenings, there is continued need for extra support by these four retired school nurses. The contract extension allows Barkdull, Doyle, Melson and Rowan to assist through June 10, 2022 in order to complete 924 hours of screenings still needed. The additional cost for each of the four individuals represents \$14,249 for a total of \$56,996.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$56,996 (contract total since August 2021) are available in the General Fund.

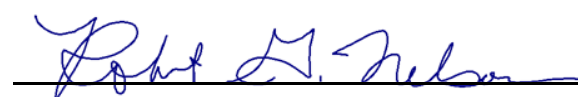
PREPARED BY: Amy Idsvoog,
Executive Officer

DIVISION: Health Services, Safety and
Emergency Response
PHONE NUMBER: (559) 457-3498

CABINET APPROVAL: Misty Her,
Deputy Superintendent

SUPERINTENDENT APPROVAL:





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

1. School Site: HEALTH SERVICES _____.
2. Administrator: AMY IDVOOG _____ Telephone: 457-3301 _____.
3. Retiree: JILL BARKDULL _____.
4. Term SEPTEMBER 20, 2021 _____ Through: JUNE 10, 2022 _____.
5. Budget: 060-9017-0730-0000-3140-1260 _____.
6. Contract Amount: \$14,900 _____.
7. Scope of Work Summary: SUPPORT SCHOOL SITE NURSES WITH COMPLETING ASSESSMENT PLANS FOR SPED PLACEMENT AND WILL ALSO SUPPORT SCHOOL NURSES WITH MANDATED VISION, HEARING AND SCOLIOSIS SCREENING.
8. Expected Results/Student Outcome: _____.
9. Date item is to appear on Board of Education Agenda: _____
(Contracts of \$15,000. or more)

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

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

Retiree:	JILL BARKDULL	Retiree I.D. Number:	1037335
Department	HEALTH SERVICES	Department Number:	0730
Position Title:	SCHOOL NURSE	Hourly/Daily Rate of Pay:	\$61.6859
Contract Period:	SEPTEMBER 20, 2021 – JUNE 10, 2022	Contract Salary Not to Exceed:	\$14,900
Budget Number:	060-9017-0730-0000-3140-1260	School Site Plan:	N/A
Funding Source:	MEDI-CAL BILLING	During this fiscal year, have you signed any other retiree contracts?	NO

JILL BARKDULL _____ ("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 **SEPTEMBER 20, 2021 through, JUNE 10, 2022**, 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.

Jill Berkull
Jill Berkull (Sep 22, 2021 12:07 PDT)

Retiree's Signature

Date Sep 22, 2021

 Principal/Department Head Signature

Amy Idsvoog
Amy Idsvoog (Sep 22, 2021 22:14 PDT)

Executive Officer

Date Sep 22, 2021

 Funding Source Signature
 (Office of State & Federal)

Date _____

Misty Her
Misty Her (Sep 23, 2021 08:25 PDT)

Deputy Superintendent
 (that oversee above Mentioned Program)

Date Sep 23, 2021

 Associate Superintendent, Human Resources

Board Approval Date _____ Item# _____

Fresno Unified School District
Retiree Contract Checklist

This Form Must BE TYPED.

1. School Site: HEALTH SERVICES _____.

2. Administrator: AMY IDSVOOG _____ Telephone: 457-3301 _____.

3. Retiree: MAUREEN DOYLE _____.

4. Term SEPTEMBER 20, 2021 _____ Through: JUNE 10, 2022 _____.

5. Budget: 060-9017-0730-0000-3140-1260 _____.

6. Contract Amount: \$14,900 _____.

7. Scope of Work Summary: SUPPORT SCHOOL SITE NURSES WITH COMPLETING ASSESSMENT PLANS FOR SPED PLACEMENT AND WILL ALSO SUPPORT SCHOOL NURSES WITH MANDATED VISION, HEARING AND SCOLIOSIS SCREENING.

8. Expected Results/Student Outcome: _____.

9. Date item is to appear on Board of Education Agenda: _____
(Contracts of \$15,000. or more)

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

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

Retiree:	MAUREEN DOYLE	Retiree I.D. Number:	1007613
Department	HEALTH SERVICES	Department Number:	0730
Position Title:	SCHOOL NURSE	Hourly/Daily Rate of Pay:	\$61.6859
Contract Period:	SEPTEMBER 20, 2021 – JUNE 10, 2022	Contract Salary Not to Exceed:	\$14,900
Budget Number:	060-9017-0730-0000-3140-1260	School Site Plan:	N/A
Funding Source:	MEDI-CAL BILLING	During this fiscal year, have you signed any other retiree contracts?	NO

MAUREEN DOYLE _____ ("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. NP_____

3. Length of Service: The anticipated length of time for which you are employed is from **SEPTEMBER 20, 2021 through, JUNE 10, 2022**, 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.

<p><u><i>Maureen Doyle</i></u> <small>Maureen Doyle (Sep 22, 2021 20:17 PDT)</small> Retiree's Signature</p>	<p>Date <u>Sep 22, 2021</u></p>	<p>_____ Principal/Department Head Signature</p>	<p>Date _____</p>
<p>_____ Funding Source Signature (Office of State & Federal)</p>	<p>Date _____</p>	<p><u><i>Amy Idsvoog</i></u> <small>Amy Idsvoog (Sep 22, 2021 23:42 PDT)</small> Executive Officer</p>	<p>Date <u>Sep 22, 2021</u></p>
		<p><u><i>Misty Her</i></u> <small>Misty Her (Sep 23, 2021 08:22 PDT)</small> Deputy Superintendent (that oversee above Mentioned Program)</p>	<p>Date <u>Sep 23, 2021</u></p>
		<p>_____ Associate Superintendent, Human Resources</p>	<p>Date _____</p>
		<p>Board Approval Date _____ Item# _____</p>	

Fresno Unified School District
Retiree Contract Checklist

This Form Must BE TYPED.

1. School Site: HEALTH SERVICES _____.

2. Administrator: AMY IDSVOOG _____ Telephone: 457-3301 _____.

3. Retiree: SHARON MELSON _____.

4. Term SEPTEMBER 20, 2021 _____ Through: JUNE 10, 2022 _____.

5. Budget: 060-9017-0730-0000-3140-1260 _____.

6. Contract Amount: \$14,900 _____.

7. Scope of Work Summary: SUPPORT SCHOOL SITE NURSES WITH COMPLETING ASSESSMENT PLANS FOR SPED PLACEMENT AND WILL ALSO SUPPORT SCHOOL NURSES WITH MANDATED VISION, HEARING AND SCOLIOSIS SCREENING.

8. Expected Results/Student Outcome: _____.

9. Date item is to appear on Board of Education Agenda: _____
(Contracts of \$15,000. or more)

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

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

Retiree:	SHARON MELSON	Retiree I.D. Number:	101106
Department	HEALTH SERVICES	Department Number:	0730
Position Title:	SCHOOL NURSE	Hourly/Daily Rate of Pay:	\$61.6859
Contract Period:	SEPTEMBER 20, 2021 – JUNE 10, 2022	Contract Salary Not to Exceed:	\$14,900
Budget Number:	060-9017-0730-0000-3140-1260	School Site Plan:	N/A
Funding Source:	MEDI-CAL BILLING	During this fiscal year, have you signed any other retiree contracts?	NO

SHARON MELSON _____ ("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. SM
SM

3. Length of Service: The anticipated length of time for which you are employed is from **SEPTEMBER 20, 2021 through, JUNE 10, 2022**, 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.

<p><u><i>Sharon White</i></u> <small>Sharon White (Sep 22, 2021 12:31 PDT)</small> _____ Retiree's Signature</p> <p>_____ Date <u>Sep 22, 2021</u></p> <p>_____ Date _____</p> <p>_____ Date _____</p> <p>Funding Source Signature (Office of State & Federal)</p>	<p>_____ Date _____</p> <p>Principal/Department Head Signature</p> <p><u><i>Amy Idsvoog</i></u> <small>Amy Idsvoog (Sep 22, 2021 22:16 PDT)</small> _____ Date <u>Sep 22, 2021</u></p> <p>Executive Officer</p> <p><u><i>Misty Her</i></u> <small>Misty Her (Sep 23, 2021 08:24 PDT)</small> _____ Date <u>Sep 23, 2021</u></p> <p>Deputy Superintendent (that oversee above Mentioned Program)</p> <p>_____ Date _____</p> <p>Associate Superintendent, Human Resources</p> <p>Board Approval Date _____ Item# _____</p>
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**FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATED RETIREE CONTRACT
PURSUANT TO EDUCATION CODE SECTION 24214**

Retiree:	ARLENE ROWAN	Retiree I.D. Number:	1011754
Department	HEALTH SERVICES	Department Number:	0730
Position Title:	SCHOOL NURSE	Hourly/Daily Rate of Pay:	\$61.6859
Contract Period:	SEPTEMBER 20, 2021 – JUNE 10, 2022	Contract Salary Not to Exceed:	\$14,900
Budget Number:	060-9017-0730-0000-3140-1260	School Site Plan:	N/A
Funding Source:	MEDI-CAL BILLING	During this fiscal year, have you signed any other retiree contracts?	NO

ARLENE ROWAN _____ ("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. AR _____

3. Length of Service: The anticipated length of time for which you are employed is from **SEPTEMBER 20, 2021 through, JUNE 10, 2022**, or earlier if any of the following occur:
 - a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
 - b. Notification by the District that Retiree's services are no longer needed; or
 - c. Loss, surrender or other failure to obtain or retain Retiree's credential.

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

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

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

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

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

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

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

Arlene Rowan

Arlene Rowan (Sep 23, 2021 12:29 PDT)

Retiree's Signature

Date Sep 23, 2021

Principal/Department Head Signature

Amy Idsvoog

Amy Idsvoog (Sep 23, 2021 19:09 PDT)

Executive Officer

Date Sep 23, 2021

Funding Source Signature
(Office of State & Federal)

Date _____

Misty Her

Misty Her (Sep 23, 2021 19:41 PDT)

Deputy Superintendent
(that oversee above Mentioned Program)

Date Sep 23, 2021

Associate Superintendent, Human Resources

Board Approval Date _____ Item# _____

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 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 Grant Application to the California Commission on Teacher Credentialing - 2022 Teacher Residency Expansion Grant

ITEM DESCRIPTION: Ratify submission of a grant application to the California Commission on Teacher Credentialing - 2022 Teacher Residency Expansion Grant.

The Fresno Unified, Teacher Development department proposes to continue the development of a Teacher Residency program in partnership with Fresno State University, Fresno Pacific University, National University, and CalState TEACH to support teacher candidates in earning a teaching credential. Fresno Unified will implement three primary objectives with each partner: 1) Recruitment and selection of diverse talent into the Fresno Teacher Residency Program, 2) Fresno Unified and university partners collaboratively reform the teacher preparation curriculum to train highly effective multiple subject, single subject, and special education residents, and 3) Induction and retention of new teacher graduates. The grant proposes to enroll 485 residents for the five project years.

Enrolled residents commit in writing to work in a multiple subject, single subject, or special education setting in a Fresno Unified school for a period of at least four school years after the candidate obtains a preliminary credential.

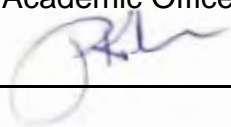
FINANCIAL SUMMARY: The grant award is up to \$12,125,000 over a five-year period from 2021/22 to 2025/26.

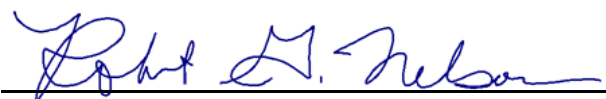
PREPARED BY: Teresa Morales-Young,
Administrator

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM A-15

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify the Renewal Grant Application to the California Department of Education for the After School Education and Safety Program

ITEM DESCRIPTION: Included in the Board binders is a request to ratify the renewal grant application to the California Department of Education (CDE) for the 2022 After School Education and Safety (ASES) Program grant. Fresno Unified operates thirty-one ASES programs (29 elementary and 2 middle school). The goal of this site-based program is to provide a safe and educationally enriching environment that will improve student academic achievement as well as support the educational goals of Fresno Unified. This renewal application will provide three years of continued program funding. If awarded, Fresno Unified would receive the ASES grant up to \$5,125,173. The continued funding of our programs will include the implementation of Senate Bill (SB) 1221. This bill requires programs to submit evidence of a data-driven program quality improvement process that is based on the state department's guidance and the 12 Quality Standards for Expanded Learning Programs. Programs will be required to submit attendance information, select one or more outcome measures to demonstrate program effectiveness based upon grant requirements, and select at least one of the 12 Quality Standards for Expanded Learning Programs to focus on each year. Data for chosen measures must be submitted annually to the CDE.


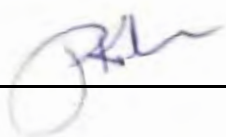
FINANCIAL SUMMARY: The ASES Program requires a local match of one-third of the state grant amount.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Kim Mecum
Chief Academic Officer

SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-16

AGENDA SECTION: B

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

ACTION REQUESTED: Presentation

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

TITLE AND SUBJECT: Present and Discuss the Early Learning Department Expansion Plan for 2022/23 and Beyond

ITEM DESCRIPTION: Present and discuss the Early Learning Expansion Plan that will begin in the 2022/23 school year. Early Learning staff will present an overview of the Fresno Unified Early Learning Expansion Plan, which includes the following:

1. Increased opportunities for children ages zero to five years.
 - a. Child Development Centers Expansion—increasing full year and full day programs for zero to five years
 - b. Preschool Expansion – increasing services for three-year-old children.
 - c. Universal TK Expansion – including planned implementation timeline, enrollment and staffing projections, facilities planning, and more.
2. Inclusive Learning Experiences
 - a. Language Learning Project
 - b. Head Start Collaboration
 - c. Inclusive Early Education Expansion Program
3. National P-3 Center Partnership

FINANCIAL SUMMARY: Sufficient funds for the 2022/23 school year Early Learning planned expansion are available through various funding programs. There is no fiscal impact to the district at this time.

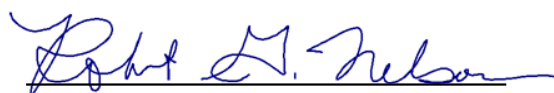
PREPARED BY: Deanna Mathies
Executive Officer, Early Learning

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

CABINET APPROVAL: Lindsay Sanders
Chief, Equity and Access

SUPERINTENDENT APPROVAL:

Lindsay Sanders
Lindsay Sanders (Mar 31, 2022 10:00 PDT)



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-17

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss the 2022/23 Strategic Budget Development

ITEM DESCRIPTION: The 2022/23 Governor's Proposed Budget was released on January 10, 2022. The Board of Education has discussed the Governor's proposal and the potential impacts on Fresno Unified, as well as the strategic budget development process, at the following Board of Education meetings:

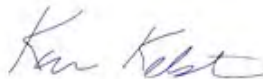
- January 19, 2022
- February 02, 2022
- February 16, 2022
- March 09, 2022
- March 16, 2022
- April 06, 2022

On April 20, 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:
 - African American Academic Acceleration
 - Engagement and External Partnerships
 - Early Learning
 - Classified Development
 - Psychological and Guidance
 - Special Education
 - Career Technical Education
 - College and Career Readiness
 - After School Programs
 - Summer School
- Availability of draft Local Control and Accountability Plan (LCAP)

FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom
Executive Officer

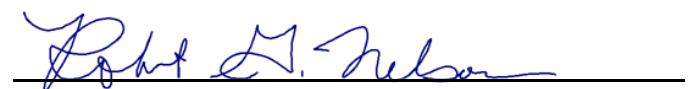


DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-18

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Opportunity for Public Discussion of the California School Employees Association - Chapter 125 Initial Proposal to Fresno Unified School District for the 2022-2023 Reopener Agreement

ITEM DESCRIPTION: In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the California School Employees Association, Chapter 125 2022-2023 initial proposal to the Fresno Unified School District presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgement of receipt.

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

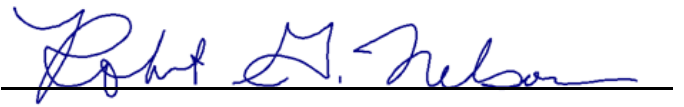
PREPARED BY: Brian Christensen, MPA
Administrator, Labor Relations

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

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

SUPERINTENDENT APPROVAL:





INITIAL PROPOSAL

of the California School Employees Association (CSEA) and its Fresno Chapter #125
to the Fresno Unified School District (District)
for the 2022-2023 Reopener Contract Negotiations

January 28, 2022

ARTICLE 9—FRINGE BENEFITS

CSEA seeks to maintain the status quo.

ARTICLE 11—HOLIDAYS

CSEA seeks to add Juneteenth as a paid holiday.

ARTICLE 23 – SALARY

CSEA seeks a fair and equitable salary schedule increase for the 2022-2023 year and to make modifications to the anniversary increment language.

ARTICLE 29—TRANSLATION SERVICES

CSEA seeks to incorporate bilingual stipends to positions where bilingual candidates are preferred.

All other provisions of the collective bargaining agreement in force to June 30, 2024 shall remain in full force and effect.

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-19

AGENDA SECTION: B

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Opportunity for Public Discussion and Adoption of the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 125 for the 2022-2023 Reopener Agreement

ITEM DESCRIPTION: In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Unified School District 2022-2023 initial proposal to California School Employees Association, Chapter 125 presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and Board adoption.

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

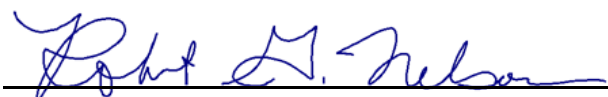
PREPARED BY: Brian Christensen, MPA
Administrator, Labor Relations

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

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

SUPERINTENDENT APPROVAL:





**INITIAL PROPOSAL OF THE
FRESNO UNIFIED SCHOOL DISTRICT TO
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 125 WHITE COLLAR UNIT
REOPENER CONTRACT PROPOSAL (JULY 1, 2022 – JUNE 30, 2023)**

The District's Initial Proposal to the California School Employees Association, Chapter 125 White Collar Unit is based on the following Guiding Principle and Supporting Goals and Priorities. By continuing to adhere to this Principle and these Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as Association proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

The District enters into these negotiations mindful of its Guiding Principle:

Guiding Principle: Accelerating Learning for All Students In Order to Have Career Ready Graduates

In order to promote and secure the preservation and future of Fresno Unified School District as a viable, locally governed academic institution that exists to serve children, District resources, energy and effort must be dedicated to the overriding goal of accelerating learning for all students in order to have career ready graduates.

The District's proposals are based on substance, need and the following Overarching Priorities that represent the core beliefs of the Board and District:

Supporting Goals and Priorities

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.
2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.
3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

Consideration of and responses to Association proposals will be guided by the District's Guiding Principle, Supporting Goals and Priorities. The District looks forward to collaborative, objective and

reality-based negotiations with CSEA, Chapter 125 as we prepare to meet the significant challenges facing all stakeholders of the District community.

With these goals, priorities and economic interests in mind, in addition to any articles opened by the bargaining unit, the District proposes opening the following articles:

District Initial Proposal:

Article 8 And 19 – Employee Rights and Promotion

The District is interested in modifying this Article to include legislative changes wherein the probationary period has changed from 1 year to 6 months.

Article 19 – Promotion

The District is interested in modifying this Article to expedite the hiring process and help reduce vacancies in positions during the hiring process.

Article 13 – Layoff and Reemployment

The District is interested in updating this article to align with legislative procedures and a new March 15 deadline.

Economic Articles (Salary and Fringe Benefits)

The District is interested in:

- Maintaining fiscal health and comparable staffing levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student achievement; and
- Recognizing and rewarding the continuing efforts of dedicated District staff – both classified and certificated employees - that make it possible for the District to deliver quality education services for students.

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal. There is only one goal all must strive to achieve:

Accelerating learning for all students in order to prepare career ready graduates. Failure to achieve this goal is not an option.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-20

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Opportunity for Public Discussion of the California School Employees Association, Chapter 143, Food Service 2022-2023 Initial Proposal to Fresno Unified School District for the 2022-2023 Reopener Agreement

ITEM DESCRIPTION: In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the California School Employees Association, Chapter 143 2022-2023 initial proposal to the Fresno Unified School District presented April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgement of receipt.

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

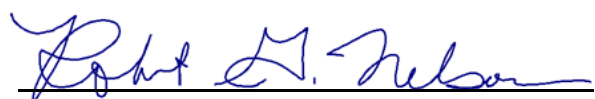
PREPARED BY: Brian Christensen, MPA
Administrator, Labor Relations

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

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

SUPERINTENDENT APPROVAL:





INITIAL PROPOSAL

of the California School Employees Association (CSEA) and its Fresno Chapter #143
to the Fresno Unified School District (District)
for the 2022-2023 Reopener Contract Negotiations

January 14, 2022

ARTICLE 9: FRINGE BENEFITS

CSEA seeks to maintain the status quo.

ARTICLE 12

CSEA seeks to continue the additional hour of work for part time employees and the additional work days for NSM/Manager and Senior Assistants.

ARTICLE 23 – SALARY

CSEA seeks a fair and equitable salary schedule increase for the 2022-2023 year.

All other provisions of the collective bargaining agreement in force to June 30, 2024 shall remain in full force and effect.

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-21

AGENDA SECTION: B

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Opportunity for Public Discussion and Adoption of the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 143 for the 2022-2023 Reopener Agreement

ITEM DESCRIPTION: In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Unified School District 2022-2023 initial proposal to California School Employees Association, Chapter 143 presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and Board adoption.

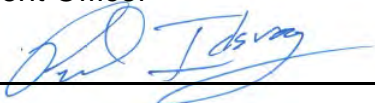
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

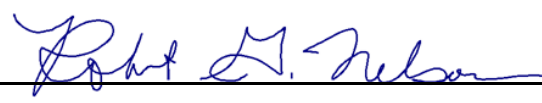
PREPARED BY: Brian Christensen, MPA
Administrator, Labor Relations

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

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

SUPERINTENDENT APPROVAL:





**INITIAL PROPOSAL OF THE
FRESNO UNIFIED SCHOOL DISTRICT TO
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 143 FOOD SERVICE UNIT
REOPENER CONTRACT PROPOSAL (JULY 1, 2022 – JUNE 30, 2023)**

The District's Initial Proposal to the California School Employees Association, Chapter 143 Food Service Unit is based on the following Guiding Principle and Supporting Goals and Priorities. By continuing to adhere to this Principle and these Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as Association proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

The District enters into these negotiations mindful of its Guiding Principle:

Guiding Principle: Accelerating Learning for All Students In Order to Have Career Ready Graduates

In order to promote and secure the preservation and future of Fresno Unified School District as a viable, locally governed academic institution that exists to serve children, District resources, energy and effort must be dedicated to the overriding goal of accelerating learning for all students in order to have career ready graduates.

The District's proposals are based on substance, need and the following Overarching Priorities that represent the core beliefs of the Board and District:

Supporting Goals and Priorities

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.
2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.
3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

Consideration of and responses to Association proposals will be guided by the District's Guiding Principle, Supporting Goals and Priorities. The District looks forward to collaborative, objective and

reality-based negotiations with CSEA, Chapter 143 as we prepare to meet the significant challenges facing all stakeholders of the District community.

With these goals, priorities and economic interests in mind, in addition to any articles opened by the bargaining unit, the District proposes opening the following articles:

District Initial Proposal:

Article 8 And 19 – Employee Rights and Promotion

The District is interested in modifying this Article to include legislative changes wherein the probationary period has changed from 1 year to 6 months.

Article 13 – Layoff and Reemployment

The District is interested in updating this article to align with legislative procedures and a new March 15 deadline.

Economic Articles (Salary and Fringe Benefits)

The District is interested in:

- Maintaining fiscal health and comparable staffing levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student achievement; and
- Recognizing and rewarding the continuing efforts of dedicated District staff – both classified and certificated employees - that make it possible for the District to deliver quality education services for students.

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal. There is only one goal all must strive to achieve:

Accelerating learning for all students in order to prepare career ready graduates. Failure to achieve this goal is not an option.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-22

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Opportunity for Public Discussion of Fresno Area Substitute Teacher Association – SEIU Local 521, Initial Proposal to Fresno Unified School District for the 2022-2025 Successor Agreement

ITEM DESCRIPTION: In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Area Substitute Teacher Association - Local 521 2022-2025 initial proposal to the Fresno Unified School District presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgement of receipt.

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

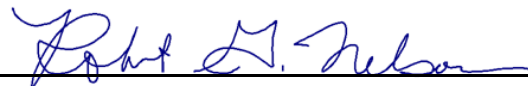
PREPARED BY: Brian Christensen, MPA
Administrator, Labor Relations

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

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

SUPERINTENDENT APPROVAL:







**SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW-CLC**

SAN JOSE H.Q.

2302 Zanker Road
San Jose, CA 95131

Phone: 408-678-3300

Fax: 408-954-1538

BAKERSFIELD

1001 17th Street
Bakersfield, CA 93301

Phone: 661-321-4160

Fax: 661-325-7814

FRESNO

5228 E. Pine Avenue
Fresno, CA 93727

Phone: 559-447-2560

Fax: 559-261-9308

HANFORD

101 N. Irwin St., Suite 203
Hanford, CA 93230

Phone: 559-587-1521

Fax: 559-587-1524

REDWOOD CITY

This location has been closed. Please mail correspondence to our San Jose Headquarters

Phone Calls / Facsimiles received at our San Jose Headquarters:

Phone: 650-801-3500

Fax: 650-595-1930

SALINAS

334 Monterey Street
Salinas, CA 93901

Phone: 831-784-2560

Fax: 831-757-1863

SANTA CRUZ

517B Mission Street
Santa Cruz, CA 95060

Phone: 831-824-9255

Fax: 831-459-0756

VISALIA

1811 W. Sunnyside Avenue
Visalia, CA 93277

Phone: 559-635-3720

Fax: 559-733-5006

www.seiu521.org

February 7, 2022

Sent via email to: brian.christensen@fresnounified.org

Mr. Brian Christensen
HR Administrator
Labor Relations
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Re: FASTA Substitute Teachers – Notice of Intent to Negotiate

Dear Brian:

Pursuant to California law SEIU 521 would like to give notice to the Fresno Unified School District of our intent to open negotiations for a successor agreement of the expiring contract dated June 30, 2022.

We are requesting an initial meeting to discuss ground rules and shortly thereafter to begin full negotiations in February 2022.

We will be addressing the following articles in the Collective Bargaining Agreement and intend to introduce, modify, and negotiate the current language in the upcoming bargaining process. Additionally, we give notice of our intent to introduce new contract language not defined in the current Collective Bargaining Agreement.

Current Collective Bargaining Agreement language we intend to modify, introduce, and open in negotiations.

- Article 2- Association Rights
- Article 3- Completion of Negotiations
- Article 4- Concerted Activities
- Article 5- District Rights
- Article 6- Duties/Procedures Bargaining Unit Members
- Article 7- Grievance Procedure
- Article 8- Health Benefits
- Article 9- Membership Dues and Security
- Article 10- Non-Discrimination
- Article 11- Personnel Files
- Article 12- Rate of Pay
- Article 13 – Recognition
- Article 14 - Savings
- Article 15- Site and Classroom
- Article 16 – Statutory Changes
- Article 17- Substitute Teacher Review Form Bargaining Unit Members
- Article 18- Term of Agreement
- Article 19- Working Conditions
- Article 20- Miscellaneous

Please feel free to contact me directly for clarification or questions about this request.

Sincerely,

Kevin Smith
Internal Worksite Organizer

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-23

AGENDA SECTION: B

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Opportunity for Public Discussion and Adoption of the Fresno Unified School District Initial Proposal to Fresno Area Substitute Teacher Association – SEIU Local 521 for the 2022-2025 Successor Agreement

ITEM DESCRIPTION: In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Unified School District 2022-2025 initial proposal to Fresno Area Substitute Teacher Association - Local 521 presented April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgement of receipt.

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

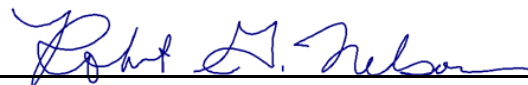
PREPARED BY: Brian Christensen, MPA
Administrator, Labor Relations

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

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

SUPERINTENDENT APPROVAL:





**INITIAL PROPOSAL OF THE
FRESNO UNIFIED SCHOOL DISTRICT TO
FRESNO SUBSTITUTE TEACHER ASSOCIATION
CHAPTER 521 UNIT
SUCCESSOR CONTRACT PROPOSAL (JULY 1, 2022 – JUNE 30, 2025)**

The District's Initial Proposal to the Fresno Area Substitute Teacher Association - Chapter 521 Unit is based on the following Guiding Principle and Supporting Goals and Priorities. By continuing to adhere to this Principle and these Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as Association proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

The District enters into these negotiations mindful of its Guiding Principle:

Guiding Principle: Accelerating Learning for All Students In Order to Have Career Ready Graduates

In order to promote and secure the preservation and future of Fresno Unified School District as a viable, locally governed academic institution that exists to serve children, District resources, energy and effort must be dedicated to the overriding goal of accelerating learning for all students in order to have career ready graduates.

The District's proposals are based on substance, need and the following Overarching Priorities that represent the core beliefs of the Board and District:

Supporting Goals and Priorities

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.
2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.
3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

Consideration of and responses to Association proposals will be guided by the District's Guiding Principle, Supporting Goals and Priorities. The District looks forward to collaborative, objective and

reality-based negotiations with FASTA, Chapter 521 as we prepare to meet the significant challenges facing all stakeholders of the District community.

With these goals, priorities and economic interests in mind, in addition to any articles opened by the bargaining unit, the District proposes opening the following articles:

District Initial Proposal:

New Article – Incentives for Math and Science

The District is interested in negotiating possible incentives to substitute teachers for jobs in math and science.

Economic Articles (Salary and Fringe Benefits)

The District is interested in:

- Maintaining fiscal health and comparable staffing levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student achievement; and
- Recognizing and rewarding the continuing efforts of dedicated District staff – both classified and certificated employees - that make it possible for the District to deliver quality education services for students.

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal. There is only one goal all must strive to achieve:

Accelerating learning for all students in order to prepare career ready graduates. Failure to achieve this goal is not an option.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-24

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Opportunity for Public Discussion of the Service Employees International Union – Local 521 Initial Proposal to Fresno Unified School District for the 2022-2025 Successor Agreement

ITEM DESCRIPTION: In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Service Employees International Union - Local 521 2022-2025 initial proposal to the Fresno Unified School District presented at the April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and acknowledgment of receipt.

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

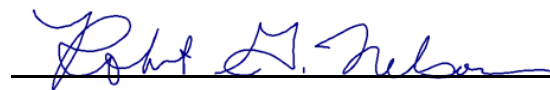
PREPARED BY: Brian Christensen, MPA
Administrator, Labor Relations

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

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

SUPERINTENDENT APPROVAL:







**SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW-CLC**

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5228 E. Pine Avenue
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REDWOOD CITY
This location has been closed. Please mail correspondence to our San Jose Headquarters
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Fax: 650-595-1930

SALINAS
334 Monterey Street
Salinas, CA 93901
Phone: 831-784-2560
Fax: 831-757-1863

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Santa Cruz, CA 95060
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Fax: 831-459-0756

VISALIA
1811 W. Sunnyside Avenue
Visalia, CA 93277
Phone: 559-635-3720
Fax: 559-733-5006

www.seiu521.org

February 22, 2022

Sent via email to: brian.christensen@fresnounified.org

Mr. Brian Christensen
HR Administrator
Labor Relations
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Re: SEIU 521 FUSD Classified Employees – Notice of Intent to Negotiate

Dear Brian:

Pursuant to California law SEIU 521 would like to give notice to the Fresno Unified School District of our intent to open negotiations for a successor agreement of the expiring contract dated June 30, 2022.

We are requesting an initial meeting to discuss ground rules on February 28, 2022, or shortly thereafter and to begin full negotiations immediately after agreeing on dates at this initial meeting.

We will be addressing the following articles in the Collective Bargaining Agreement and intend to introduce, modify, and negotiate the current language in the upcoming bargaining process. Additionally, we give notice of our intent to introduce new contract language not defined in the current Collective Bargaining Agreement.

Current Collective Bargaining Agreement language we intend to modify, introduce, and open in negotiations.

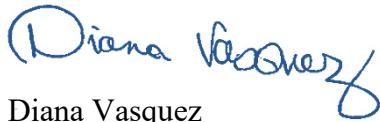
- Article 3- Seniority**
- Article 5- Complaint Procedure**
- Article 7- Concerted Activities**
- Article 8- District Rights**
- Article 9- Drug and School Testing Procedures**
- Article 10- Education Incentive**
- Article 11- Employee Expense and Materials**
- Article 12- Employee Organization Rights**
- Article 13- Employee Rights**
- Article 14- Professional Learning and Evaluation**
- Article 15- Grievance Procedure**
- Article 16- Holidays**
- Article 17- Hours**
- Article 18- Leave Positions & Compelling Personal Importance**
- Article 19- Miscellaneous Provisions**
- Article 20- Non-Discrimination**
- Article 21- Overpayment**
- Article 22- Payroll Deductions**
- Article 24- Promotions**

Brian Christensen, FUSD
February 22, 2022

Article 25- Recognition
Article 26- Re-Employment
Article 27- Safe and Driving Incentive
Article 28- Safety Conditions
Article 29- Salary
Article 30- Health & Welfare Benefits
Article 32- Reduction in Force
Article 33- Support of Agreement
Article 34- Suspension of Bus Driver License
Article 35- Term
Article 36- Transfer
Article 37- Vacation Allowance
Article 38- Work out of Class
Article 39- Substitute Custodians
Appendix A & B and "Other Provisions"

Please feel free to contact me directly for clarification or questions about this request.

Sincerely,

A handwritten signature in blue ink that reads "Diana Vasquez". The signature is written in a cursive style with a large initial "D".

Diana Vasquez
Internal Worksite Organizer

DV:lem

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM B-25

AGENDA SECTION: B

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Opportunity for Public Discussion and Adoption of the Fresno Unified School District Initial Proposal to Service Employees International Union - Local 521 for the 2022-2025 Successor Agreement

ITEM DESCRIPTION: In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Included in the Board binders is the Fresno Unified School District 2022-2025 initial proposal to Service Employees International Union – Local 521 presented April 06, 2022 meeting of the Board of Education and returned to this agenda for a formal presentation, public discussion and Board adoption.

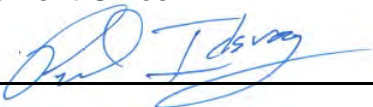
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

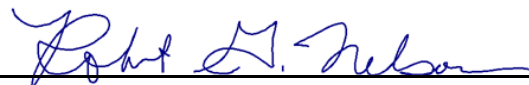
PREPARED BY: Brian Christensen, MPA
Administrator, Labor Relations

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

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

SUPERINTENDENT APPROVAL:





**INITIAL PROPOSAL OF THE
FRESNO UNIFIED SCHOOL DISTRICT TO
SERVICE EMPLOYEES INTERNATIONAL UNION
CHAPTER 521 UNIT
SUCCESSOR CONTRACT PROPOSAL (JULY 1, 2022 – JUNE 30, 2025)**

The District's Initial Proposal to the Service Employees International Union - Chapter 521 Unit is based on the following Guiding Principle and Supporting Goals and Priorities. By continuing to adhere to this Principle and these Goals, the District reiterates its investment in the students we serve. All subsequent District proposals, as well as Association proposals, will be assessed by the District according to whether they further the accomplishment of these criteria.

The District enters into these negotiations mindful of its Guiding Principle:

Guiding Principle: Accelerating Learning for All Students In Order to Have Career Ready Graduates

In order to promote and secure the preservation and future of Fresno Unified School District as a viable, locally governed academic institution that exists to serve children, District resources, energy and effort must be dedicated to the overriding goal of accelerating learning for all students in order to have career ready graduates.

The District's proposals are based on substance, need and the following Overarching Priorities that represent the core beliefs of the Board and District:

Supporting Goals and Priorities

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.
2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.
3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

Consideration of and responses to Association proposals will be guided by the District's Guiding Principle, Supporting Goals and Priorities. The District looks forward to collaborative, objective and

reality-based negotiations with SEIU, Chapter 521 as we prepare to meet the significant challenges facing all stakeholders of the District community.

With these goals, priorities and economic interests in mind, in addition to any articles opened by the bargaining unit, the District proposes opening the following articles:

District Initial Proposal:

Article 13, 14 And 36 – Employee Rights, Professional Learning and Evaluation and Transfer

The District is interested in modifying this Article to include legislative changes wherein the probationary period has changed from 1 year to 6 months.

Article 17 – Hours

The District is interested in reviewing overtime procedures.

Article 32 – Reduction in Force

The District is interested in updating this article to align with legislative changes to layoff procedure. The District is interested in reviewing transportation efficiencies and relief driving wages as a possibility.

Economic Articles (Salary and Fringe Benefits)

The District is interested in:

- Maintaining fiscal health and comparable staffing levels in order to preserve and protect quality education services for students in furtherance of our primary mission to improve student achievement; and
- Recognizing and rewarding the continuing efforts of dedicated District staff – both classified and certificated employees - that make it possible for the District to deliver quality education services for students.

The Governing Board and District administration are committed to achieving the goals and priorities set forth in this Initial Proposal. There is only one goal all must strive to achieve:

Accelerating learning for all students in order to prepare career ready graduates. Failure to achieve this goal is not an option.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 20, 2022

AGENDA ITEM C-26

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for the following five (5) Board Policies (BP):

- BP 5116.2 Magnet Schools
- BP 6152 Class Assignment (NEW)
- BP 6181 Alternative Schools
- BP 6181.11 Elementary and Secondary Parameters for Developing Thematic Schools and or Schools of Choice (NEW - CHANGES IN NUMBERING)
- BP 7210 Facilities Financing

These revisions meet the California School Boards Association (CSBA) recommendations and best practices. The items will be brought back for approval at a future Board meeting.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

~~Red~~ **Red strikeout** – Recommended deletion

Green font – CDE/FPM required change

Purple font - Information change

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

PREPARED BY: Teresa Plascencia,
Executive Director

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

CABINET APPROVAL: Ambra O'Connor
Chief of Staff

SUPERINTENDENT APPROVAL:



Fresno Unified Board Policy (BP) 5116.21 Magnet Schools

The Fresno Unified School District (FUSD) Governing Board has established a number of innovative programs throughout the FUSD to provide parents and students the opportunity to choose from among a range of programs that meet the varied interests and needs of the students in FUSD and promote diverse school enrollments at FUSD schools. A magnet school or program is one type of innovative program established by the FUSD Board designed to meet the needs and interests of students, and to provide the educational benefits of diverse racial and ethnic enrollments.

Types of Magnet Schools and Programs

FUSD magnet schools may offer school-wide and school-within-a-school magnet programs.

1. FUSD offers two types of magnet programs; a school-wide program and a school-within-a-school program. A school-wide magnet is one in which all students enrolled in the school participate in the magnet program. **A school-within-a-school magnet is one in which only those students enrolled in the magnet program participate directly in the program.** ~~All elementary school magnet programs in FUSD are school-wide programs. FUSD shall not use admission criteria to determine whether students are qualified to participate in an elementary magnet program.~~

~~2. A school-within-a-school magnet is one in which only those students enrolled in the magnet program participate directly in the program.~~ School-within-a-school students should have as much interaction as possible with other students in the school, consistent with the curricular requirements of the magnet program. ~~Middle school and high school magnet programs in FUSD include school-wide and school-within-a-school programs.~~

Process for Developing Magnet Schools or Programs

The Superintendent shall recommend to the Board the type of magnet schools or programs to be offered in FUSD and the schools at which these programs shall be offered. This may include any existing magnet schools or programs that should be substantially improved, expanded, replicated or eliminated. The Superintendent shall base recommendations on the following:

1. Interests and needs of students enrolled in FUSD,
2. District Goals and Priorities, and
3. Success of the programs in FUSD, or in other school districts, in improving academic achievement and in attracting students from diverse backgrounds.

Process for Recruiting and Selecting Students for Magnet Schools and Programs

Annually, the Superintendent or his designee shall develop and implement a plan for the recruitment and selection of students that includes:

1. Recruitment: The purpose of the recruitment plan is to provide equitable access for FUSD students to FUSD magnet schools and programs and to recruit students from diverse backgrounds to each magnet school and program offered in FUSD. The recruitment plan shall consist of a variety of strategies at the district level and at school sites. Magnet applications shall be available **on the district website, and all FUSD schools** ~~at all schools and at central locations throughout FUSD.~~

2. Application Process: The FUSD shall establish annually an application period for parents to submit

applications for magnet programs. To apply for a magnet program, parents must submit applications **by mail or in person** by the established deadline to the **designated** FUSD **Transfer's** Office.

3. Selection Process for Magnet Schools and Programs with No Admission Criteria: The **designated** FUSD **Transfer's** Office shall process the applications for each magnet school or program that does not have admission criteria. When there are more applications than space available for such programs or schools, FUSD shall conduct a computerized random lottery to select students from among applications submitted by the established deadline.

When there are more applicants than seats in a magnet school or program, the FUSD will prioritize applicants on the basis of the following eligibility groups:

1. Resident FUSD students living within the attendance boundaries, **students of FUSD employees who fulfill the district residency requirements through other means as allowed by law**, and non-resident FUSD students currently attending an FUSD school with a valid interdistrict placement;
2. Non-resident students with no intradistrict transfer to attend FUSD schools.

The lottery will assign students by eligibility group priority order until all spaces have been awarded. As part of the lottery process, FUSD may use the socio-economic status of students, as determined by a student's eligibility for Free and Reduced priced meals, as one of the factors in the lottery process. FUSD may also consider other criteria, such as parental employment, **student's residential address, or student's school attendance zone to determine eligibility groups.** ~~location for specific magnet programs.~~ Students not selected through a random lottery are placed in an applicant pool within their respective eligibility groups.

Admission Criteria Selection Process

Magnet schools or programs that have admission criteria, ~~which currently includes Computech Middle and High School and the Sunnyside Doctors Academy,~~ shall have an Applications Screening Committee that reviews the applicants. The Admission Screening Committee **must include an administrator from the Special Education Department.** The Admission Screening Committee shall be representative of the diversity within the community and shall review all applications, including applications for **students receiving services** under section 504 or the IDEA. Information regarding the **student's services** and/or accommodations shall not be accessed or considered by the Applications Screening Committee during this screening process. All applicants, including students with disabilities, will receive full consideration and those who meet the program criteria will be admitted.

Those student applicants **receiving IEP services** who are not selected for the magnet school or program by the Application Screening Committee will be reviewed again by the Second Review Committee. The Second Review Committee will consist of a Special Education Representative, 504 Coordinator, Student Support Services liaison and school administrator. The Second Review Committee shall review the application, the applicants current 504 Plan or Individualized Education Program (IEP) and shall consider any information voluntarily provided by the applicant regarding ~~his/her~~ **their IEP services** and proposed accommodations.

After the second review, if the committee determines that the student does not meet the admissions criteria for reasons unrelated to ~~his/her~~ **their accommodations or IEP services**, then the denial of admission will be upheld. If, however, the committee determines that the reason the

student does not meet the admissions criteria is related to **his/her** **their accommodations or IEP services**, then the student shall be admitted to the magnet school or program, and shall be provided with special education and related services or Section 504 accommodations and related aids and services, unless the students IEP or 504 Team determines, after reviewing the proposed magnet school or program placement, that even with all available aids, services, and accommodations, the placement would not provide a free and appropriate public education for the student, or would not be the least restrictive environment in which the student could receive an appropriate education.

If the above findings are made, the denial of admission may be upheld. Students not admitted to a program may appeal that decision to the **Transfers Office** **site principal**.

At the secondary level, the principal of a school offering a magnet school or program may propose, subject to review and approval of the Superintendent or designee, admission criteria to determine whether students are likely to benefit from participating in that program. When such criteria are proposed, the Superintendent or designee shall review the criteria to ensure that the criteria are educationally related to the magnet program offered and that all students will have equitable access to the magnet school or program. The purpose and effects of any admissions criteria and the results of any screening and selection process shall ensure that all students have equitable access and that no group is disadvantaged by the selection criteria or selection process.

Conditions for students to remain in magnet schools or programs

A student who is admitted to a magnet school or program may remain in the program until **the student** **he/she** completes the highest grade offered by the school or program, providing that decision does not adversely impact admission opportunities for resident students in the applicant pool, and that the student continues to meet any criteria approved by the Superintendent. The criteria may include the requirement that students:

1. Participate in the magnet program on a full-time basis,
2. Maintain a desired grade-point average and behavior and attendance record, and
3. Reside in the district or obtain an interdistrict transfer. If a student moves out of the FUSD while enrolled in a magnet school or program, the FUSD will permit the student to complete the magnet program to the highest grade offered at that school providing that decision does not adversely impact admission opportunities for resident students, and with approval of the new district of residence. If an interdistrict transfer is approved, the student may continue in the magnet school or program.

Resources

As part of FUSDs annual budget process, the Superintendent shall recommend to the Board the resources necessary for each magnet school or program. The Superintendent shall ensure that transportation to magnet schools and programs is provided in a fair and equitable manner to support the goals of the magnet program, and shall consider the following:

1. Some elementary school magnet programs may have no attendance zone (EAZ) and all students attending the school apply for admission. All these students, except those living within the designated walking-zone of the school, are provided transportation.
2. Elementary school magnet programs also may have an attendance zone (EAZ). Transportation for students living outside the attendance zone of the school is determined on a school-by-school basis, taking into account transportation costs in combination with the purposes for the magnet program.

3. Transportation for middle school and high school students, except for those students living within the designated walking-zone of the school, is determined on a school-by-school basis, taking into account transportation costs in combination with the purposes for the magnet program.

Monitoring and Evaluation

Annually, the Superintendent shall submit a report to the Board regarding the implementation of magnet schools and programs. This report, disaggregated as needed by race, ethnicity, socio-economic status, special education, shall include:

1. An analysis of the recruitment plan and applicant pool in providing equitable access to magnet schools and in recruiting students from diverse backgrounds and levels of achievement for each magnet program and school;
2. An analysis of any admission criteria used to select students to magnet schools and programs, including a determination of whether such criteria is providing for equitable access of all students-
and whether such criteria is having a negative impact on any particular group of students;
3. An analysis of students who are not allowed to remain in a magnet program, and
4. Recommendations for improving magnet schools and programs in FUSD, including whether to establish any new magnet schools or programs or to replicate, expand, modify, or discontinue any existing programs.

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Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 23, 1994 Fresno, California
revised: March 10, 2004
revised: August 24, 2006
revised: August 8, 2007
revised: Spring __, 2022

Policy Section: 5000 Students

Fresno Unified Board Policy (BP) 6152 Class Assignment

The Governing Board believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific courses and classes, the principal or designee may consider the following criteria as appropriate for the grade level and course:

1. Staff recommendation, including, but not limited to, the recommendations of teachers and counselors
2. Skills and classroom management style of individual teachers
3. Student skill level as indicated by multiple objective academic measures, such as student assessment results, grade point average, and grades in prerequisite courses

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 6152.1 - Placement in Mathematics Courses)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

4. Balance of high, medium, and low academic achievers
5. Student interests, readiness, behavior, and motivation
6. Student/teacher ratios and, if relevant, class size reduction considerations

(cf. 6151 - Class Size)

The principal or designee may accept from parents/guardians any information which would be helpful in making placement decisions. However, a parent/guardian who provides such information shall be informed that a request for a specific teacher shall be one of many factors which may be taken into account when determining **their** child's placement.

During the school year, the principal or designee may make any adjustments in class placement which **they** consider beneficial to the student or the educational program.

Additional Requirements for Grades 9-12

Except for a student enrolled in an alternative school, community day school, continuation high school, or opportunity school, or as otherwise specified below, no student enrolled in grades 9-12 shall be assigned:

1. To any course without educational content for more than one week in any semester, including any of the following situations: (Education Code 51228.1)
 - a. The student is sent home or released from campus before the conclusion of the designated school day.
 - b. The student is assigned to a service, instructional work experience, or other course in which **they are** assigned to assist a certificated employee, but is not expected to complete curricular assignments, in a course the certificated employee is teaching during that period and where the ratio of certificated employees to students assigned to the course for curricular purposes is less than one to one.
 - c. The student is not assigned to any course for the relevant course period.
2. To a course that **the student** has previously completed and received a grade determined by the

district to be sufficient to satisfy minimum high school graduation requirements and the requirements and prerequisites for admission to California public postsecondary institutions, unless the course has been designed to be taken more than once because students are exposed to a new curriculum year to year and are therefore expected to derive educational value from taking the course again (Education Code 51228.2)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

An exception to item #1 or #2 above may be made only if all of the following conditions are satisfied: (Education Code 51228.1, 51228.2)

1. The student, or the student's parent/guardian if they are younger than age 18 years, has consented in writing to the assignment.
2. A school official has determined that the student will benefit from being assigned to the course period.
3. The principal or assistant principal has stated in a written document maintained at the school that, for the relevant school year, no students are assigned to those classes unless the school has obtained the student's or parent/guardian's consent and determined that the student will benefit from the assignment.

In addition, under no circumstances shall a student be assigned to a course period without educational content or a course they have already satisfactorily completed because there are insufficient curricular course offerings for the student to take during the relevant period of the school day. (Education Code 51228.1, 51228.2)

The above limitations on class assignments shall not affect the authority of the Superintendent or designee to permit the enrollment of a student in a dual enrollment, independent study, evening high school program, or other class or course authorized by law. (Education Code 51228.1, 51228.2)

(cf. 6158 - Independent Study)

(cf. 6172.1 - Concurrent Enrollment in College Courses)

Any complaint that the district has not complied with the requirements in this section regarding assignments in grades 9-12 may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 51228.3; 5 CCR 4600-4687)

(cf. 1312.3 - Uniform Complaint Procedures)

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Legal Reference:

EDUCATION CODE

35020 Duties of employees fixed by governing board

35160 Authority of the board
51224.7 California Mathematics Placement Act of 2015
51228.1 Assignment to courses without educational content, grades 9-12
51228.2 Assignment to courses previously completed, grades 9-12
51228.3 Uniform complaint procedures; noncompliance with assignment limitations for grades 9-12
51705-51879.9 Authorized classes and courses of instruction
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: Spring __, 2022 Fresno, California

Policy Section: 6000 Instruction

Fresno Unified Board Policy (BP) 6181 Alternative Schools/Programs of Choice

The Governing Board desires to provide a variety of innovative educational programs to accommodate students' diverse learning needs and interests, foster student engagement in the schools, and enhance student achievement. Toward this end, the Board may establish and maintain alternative schools or programs of choice. ~~recognizes that all California school districts are authorized to provide alternative schools designed to maximize student self-motivation. As required by law, copies of Education Codes 58500-58512, providing for alternative schools, shall be placed in the district office and in the principal's office at each school and shall be made available to any interested parent/guardian, teacher, or student.~~

A district alternative school or program of choice may differ from the traditional educational program in its academic emphasis, sequence of curriculum, educational philosophy, instructional strategy, structure, setting, size, scheduling, targeted student population, decision-making process, and/or other components. All alternative schools or programs of choice shall offer enrolled students the opportunity to acquire the knowledge and skills necessary to achieve district content standards in core academic subjects and shall provide access to the course of study required for high school graduation.

(cf. 6011 - Academic Standards)
(cf. 6143 - Courses of Study)
(cf. 6146.1 - High School Graduation Requirements)
(cf. 6158 - Independent Study)
(cf. 6172.1 - Concurrent Enrollment in College Classes)
(cf. 6178 - Career Technical Education)

The Superintendent or designee shall establish processes to ensure communication among staff in the alternative schools or programs of choice and staff in the regular educational program in order to share information and ideas.

Program Evaluation

The Superintendent or designee shall conduct an annual evaluation of each alternative school or program of choice which includes testing of basic skills for student participants and which identifies the variables that may have affected student academic achievement. The evaluation process shall include input from teachers, parents/guardians, and students from the alternative school or program of choice. (Education Code 58510)

Evaluation reports shall be sent to the Superintendent of Public Instruction on or before August 1 following the close of the school year. (Education Code 58510)

(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

~~At the beginning of each school year, the "Notice of Alternative Schools" shall be sent to all parents/guardians as set forth in Education Code 58501. During every March, copies shall be posted at each school in at least two places normally visible to students, teachers, and visiting parents/guardians.~~

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Legal Reference:

EDUCATION CODE

[35160.5 Intradistrict open enrollment](#)

[48980 Parental notifications](#)

41505-41508 Pupil Retention Block Grant

58500-58512 Alternative schools [and programs of choice](#)

CODE OF REGULATIONS, TITLE 5

[1068-1074 Alternative schools accountability model](#)

[11705 Charter schools as alternative schools](#)

COURT DECISIONS

[American Civil Rights Foundation v. Los Angeles Unified School District, \(2008\) 169 Cal.App.4th 436](#)

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 26, 1992 Fresno, California

revised: Spring __, 2022

Policy Section: 6000 Instruction

**Fresno Unified Board Policy (BP) 615281.11
Elementary And Secondary Parameters For Developing Thematic Schools
And/Or Schools Of Choice**

The Governing Board acknowledges that all students shall have the opportunity to receive quality instruction which shall enhance their individual educational achievement. The Board is committed to the proposition that education is most effective in a diverse, integrated setting. In district, diversity is broadly defined to include gender, racial or ethnic background, socioeconomic circumstances, unique language needs or abilities, and exceptional or special education needs.

The Board recognizes the need for extensive training and planning in order to implement and evaluate a quality instructional program that ensures equity and educational opportunity for students throughout the district. The Board also recognizes that the implementation of thematic schools and/or schools of choice has the potential to cultivate opportunities for students to explore specific areas of study and interest. The development of thematic schools and/or schools of choice can maximize the district's efforts to:

1. Promote learning environments with diverse students populations to reduce or prevent racial, linguistic, and socio-economic segregation and isolation and thus, foster racial and cultural understanding.
2. Design unique educational programs that will also enhance academic choices for students and parents/guardians, and/or
3. Facilitate the district's ability to accommodate growth in the student population.
4. Provide for the development and utilization by teachers of the most effective methods and strategies for educating urban youth.

The Board acknowledges the need for, and encourages the development of thematic schools and/or schools of choice. Proposals for thematic schools and/or schools of choice will embrace the concept of quality, equity and diversity.

Therefore, a thematic school and/or school of choice shall be defined as:

A school or a school-within-a-school, with a specialized course of study, organizational structure, or design approved by the Board; developed for the purpose of meeting the needs of the district in one or more of the areas specified above (see 1-4); and characterized by provisions for student accessibility (i.e. transportation, location, and equal access for all students).

It is the intent of the Board to locate thematic schools and/or schools of choice throughout the district in order to facilitate equal opportunity in learning environments with diverse student populations. This policy does not imply the same program for all students. Programs shall be based on students' needs, abilities, and future goals.

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Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: June 23, 1994 Fresno, California
revised: April 16, 1998
revised: Spring __, 2022

Policy Section: 6000 Instruction

Fresno Unified Board Policy (BP) 7210 Facilities Financing

When it is determined that school facilities must be built or expanded to accommodate an increase~~d~~ or projected increase~~d~~ of enrollment, the Governing Board shall consider appropriate methods of financing for the purchase of school sites and the construction of buildings. In addition, financing may be needed when safety considerations and educational program improvements require the replacement, reconstruction, or modernization of existing facilities.

The Superintendent or designee shall research funding alternatives and recommend to the Board the method that would best serve district needs as identified in the district's master plan for school facilities or other facilities planning document.

~~(cf. 7110 – Facilities Master Plan)~~

These funding alternatives may include, but not be limited to:

1. Levying developer fees pursuant to Education Code 17620 and Government Code 65995-65998

~~(cf. 7211 – Developer Fees)~~

2. Forming a community facilities district pursuant to Government Code 53311-53368.3, the Mello-Roos Community Facilities Act

~~(cf. 7212 – Mello-Roos Districts)~~

3. Forming a school facilities improvement district pursuant to Education Code 15300-15~~327~~425

~~(cf. 7213 – School Facilities Improvement Districts)~~

4. Issuing voter-approved general obligation bonds
5. Imposing a qualified parcel tax pursuant to Government Code 50079
6. Using lease revenues for capital outlay purposes from surplus school property

7. Applying for state facilities funding pursuant to the Leroy F. Greene School Facilities funds as require by law and AR 3460 – Financial Reports and Accountability. (Education Code 41024)

The district shall provide reports, maintain records, and provide for audits of the expenditure of state facilities funds as required by law and AR 3460 – Financial Reports and Accountability. (Education Code 41024)

As applicable, the district shall comply with BP 3470 – Debt Issuance and Management.

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Legal Reference:
EDUCATION CODE

15100-17059.2 School bonds, especially:
15122.5 Ballot statement
15300-15327 School facilities improvement districts
17000-17059.2 State School Building Lease-Purchase Law of 1976
17060-17066 Joint venture school facilities construction projects
17070.10-17077e.10 Leroy F. Greene School Facilities Act of 1998
17085-17095 State Relocatable Classroom Law of 1979
17582 District deferred maintenance fund
17620-17626 Levies against development projects by school districts especially:
17621 Procedures for levying fees
GOVERNMENT CODE
6061 One time notice
6066 Two weeks notice
50075-50077 Voter-approved special taxes
50079 School districts; qualified special taxes
53175-53187 Integrated Financing District Act
53311-53368.3 Mello-Roos Community Facilities Act of 1982
53753 Assessment notice and hearing requirements
53753.5 Exemptions
54954.1 Mailed notice to property owners
54954.6 New or increased tax or assessment; public meetings and hearings; notice
65864-65867 Development agreements
65970-65980.1 School facilities development project
65995-65998 Payment of fees against a development project
66000-66008 Fees for development projects
66016-66018.5 Development project fees
66020-66025 Protests and audits
HEALTH AND SAFETY CODE
33445.5 Overcrowding of schools resulting from redevelopment
33446 School construction by redevelopment agency
CALIFORNIA CONSTITUTION
Article 13D, Sections 1-6 Assessment and property related fee reform
UNCODIFIED STATUTES
17696-17696.98 Greene-Hughes School Building Lease-Purchase Bond Law of 1986
CODE OF REGULATIONS, TITLE 2
1859-1859.106 School facility program
1859-1859.199 Leroy F. Green Facilities Act

COURT DECISIONS

Loyola Marymount University v. Los Angeles Unified School District, (1996) 45 Cal.App.4th 1256
Ehrlich v. City of Culver City, (1996) 12 Cal.4th 854
Dolan v. City of Tigard, (1994) 114 S.Ct. 2309
Canyon North Co. v. Conejo Valley Unified School District, (1993) 19 Cal.App.4th 243, 23 Cal.Rptr.2d 495
Garlic Development Co. v. Hayward Unified School District, (1992) 3 Cal.App.4th 320, 4 Cal.Rptr.2d 897
Nollan v. California Coastal Commission, (1987) 107 S.Ct. 3141

ATTORNEY GENERAL OPINIONS

79 Ops.Cal.Atty.Gen. 149 (1996) Management Resources:

WEB SITES

Department of General Services, Office of Public School Construction: <http://www.dgs.ca.gov/opsc/>

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: April 12, 2000 Fresno, California
revised: Spring __, 2022

Policy Section: 7000 Facilities