

AGENDA WEDNESDAY, APRIL 06, 2022 *4:30 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 <u>COVID-19 Daily</u> <u>Self-Health Screening Tool</u> 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.

*4:30 P.M.

CALL Meeting to Order **OPPORTUNITY** for Public Comment on Closed Session Agenda Items **RECESS** for Closed Session to discuss the following:

- 1. Student Expulsions Pursuant to Education Code Section 35146.
- 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. Administrator
 - b. Director
 - c. Executive Director
- 5. Conference with Legal Counsel Existing Litigation (Government Code Section 54956.9(d)(1)).
 - a. Potential Case (One)

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

PLEDGE OF ALLEGIANCE

A 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 <u>recommends approval</u>. 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

expulsion and readmittance cases conducted during the period since the March 16, 2022 Regular Board Meeting. The Superintendent <u>recommends adoption</u>. 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 March 16, 2022 Regular Board meeting. The Superintendent <u>recommends approval</u>. Fiscal impact: There is no fiscal impact to the district. Contact person: Dr. Robert G. Nelson, telephone 457-3884.

A-4, ADOPT Resolution Proclaiming April 2022 Autism Awareness Month

Included in the Board binders is a resolution proclaiming April 2022 as Autism Awareness Month. The Center for Disease Control reports that more children are being diagnosed on the autistic spectrum resulting in rates as high as 1 in 59 children nationally. Fresno Unified School District urges all schools and individual citizens to participate in Autism Awareness Month to become better educated about Autistic Spectrum Disorders and create a better community for individuals with autism. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-5, ADOPT Resolution Proclaiming April 2022 Occupational Therapy Awareness Month

Included in the Board binders is a resolution proclaiming April 2022 as Occupational Therapy Awareness Month. The profession of an Occupational Therapist makes valuable contributions in helping students perform everyday tasks needed to be successful in the school environment and in their community. Services of Occupational Therapy are provided by highly certified specialists in Fresno Unified. Responsibilities of the Educational Occupational Therapist include support for students through ongoing assessments, evaluations, consultations, collaborations, and direct and indirect services. The Superintendent <u>recommends</u> <u>adoption</u>. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-6, ADOPT Resolution 21-38 in Support of Full Day Transitional Kindergarten and Full Day Kindergarten Instruction and in Support of Applications to the California Preschool, Transitional Kindergarten and Full Day Kindergarten Facilities Grant Program

Included in the Board binders and recommended for adoption is Resolution 21-38 declaring the district's support of full-day transitional kindergarten and full-day kindergarten instruction, as required to apply for funding under the State's Preschool, Transitional Kindergarten and Full Day Kindergarten Facilities Grant Program. Resolution 21-38 also declares support of the district's applications for

State funding under the program. The Superintendent <u>recommends adoption</u>. Fiscal impact: Submitting a grant application does not commit the district to implementing a project. Board approval is required for a project to move forward. Implementation of a project utilizing grant funding would require the district to provide matching funds of 50% of project cost for new construction and 40% of project cost for retrofit (modernization). Contact person: Karin Temple, telephone 457-3134.

A-7, APPROVE Employment Agreement for Dr. Natasha Baker, Chief Academic Officer

An Oral Report on the Chief Academic Officer's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). The term of the Chief Academic Officer's Employment Agreement begins on May 01, 2022 and continues through June 30, 2025 unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of the Chief Academic Officer's Employment Agreement which shall be available for review in the Board of Education Office on or before April 04, 2022. The Superintendent <u>recommends approval</u>. Fiscal impact: Noted in the terms of the Chief Academic Officer's Employment Agreement. Contact person: David Chavez, telephone 457-3548.

A-8, APPROVE Agreement with ProSolve

Included in the Board binders is a request to approve an agreement with ProSolve to provide more than 40 hours of QUEST course material for Fresno Unified teachers' use to help develop grade seven and grade eight students' social emotional skills and increase student engagement in Fresno Unified summer academy programs. The Superintendent <u>recommends approval</u>. Fiscal impact: Sufficient funds in the amount of \$630,000 are available in the Extended Learning Department budget. Contact person: Kim Mecum, telephone 457-3731.

A-9, APPROVE Grant Application to the California Department of Food and Agriculture 2022 California Farm to School Incubator Grant Program

It is recommended the Board approve the submission of a grant application to the California Department of Food and Agriculture (CDFA) 2022 California Farm to School Incubator Grant Program. The purpose of the program is to cultivate equity, nurture students, build climate resilience, and create scalable and sustainable change in alignment with the CDFA's California Agricultural Vision. The district proposes increased staff capacity for farm to school coordination and events for students and staff, and procurement of new and whole/minimally processed California grown or produced foods from local farmers that practice climate-smart agriculture practices. The Superintendent recommends approval. Fiscal impact: The grant provides up to \$1 million over a two-year period. No district match is required. Contact person: Karin Temple, telephone 457-3134.

A-10, APPROVE Award of Additional Vendors for Request for Qualifications 20-14, Professional Services – Construction Related Consultants

It is recommended the Board approve additional firms to the pool of qualified vendors previously approved under Request for Qualifications (RFQ) 20-14 in support of the district's new construction, modernization, modular, and deferred and general maintenance projects. The Board initially approved RFQ 20-14 on June 10, 2020. To provide additional project support, the ten qualified vendors listed in the Board binders are recommended for approval for the remaining term of the RFQ (through June 10, 2025). The Superintendent recommends approval. Fiscal impact: Funding will be established on a project-by-project basis. Contact person: Karin Temple, telephone 457-3134.

A-11, APPROVE Proposed Revisions for Board Policies

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

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 5131.2 Anti-Bullying
- BP 6145 Extracurricular & Cocurricular Activities
- BP 6145.2 Athletic Competition
- BP 6174 Education for English Learners

These revisions meet the legal mandates recommended by the California School Boards Association, California Department of Education's Federal Program Monitoring requirements and best practices. The Superintendent <u>recommends</u> <u>approval</u>. There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-12, APPROVE Proposed Board Meeting Dates for 2022/23 and 2023/24

Included for the Board's consideration and approval are proposed Board of Education meeting dates for the 2022/23 and 2023/24 school years. These dates will not preclude either additions or changes any time throughout the year. The Superintendent <u>recommends approval</u>. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-13, RATIFY Retiree Contract with Ralph Meza to Provide Extra Support to the Transportation Department

Included in the Board binders and recommended for ratification is a contract with Ralph Meza, who retired as the district's Transportation Director in 2012. Mr. Meza has been assisting Transportation with support and oversight 20 - 25 hours weekly since August 2021, and there is continued need for extra support though the new Director's onboarding period. Mr. Meza will report directly to the Chief Operating Officer and will assist with training bus driver candidates. The Superintendent

<u>recommends ratification</u>. Fiscal impact: Sufficient funds in the amount of \$60,800 (contract total since August 2021) are available in the General Fund. Contact person: Karin Temple, telephone 457-3134.

A-14, RATIFY an Agreement between Fresno Unified School District Early Learning Department and Fresno County Superintendent of Schools Ratification is requested for an agreement between Fresno Unified School District Early Learning Department and Fresno County Superintendent of Schools from September 01, 2021, through September 30, 2024. The Superintendent recommends ratification. Fiscal impact: Fresno Unified Early Learning will receive funding in the amount of \$339,000 over the course of the 3-year contract period. Contact person: Lindsay Sanders, telephone 457-3471.

A-15, RATIFY an Agreement between Fresno Unified School District and Fresno Economic Opportunities Commission

Ratification is requested for an Agreement between Fresno Unified School District Early Learning Department and Fresno Economic Opportunities Commission. The 5-year grant will fund 134 placements for children at five Fresno Unified Preschool sites, providing enhanced services for children and families in the community. The Superintendent recommends ratification. Fiscal impact: Fresno Unified Early Learning will receive funding in the amount of \$1,418,135 annually over the course of the 5-year grant period. Contact person: Lindsay Sanders, telephone 457-3471.

A-16, RATIFY Grant Application to the No Kid Hungry Grant Opportunity

It is recommended the Board ratify submission of a grant application to the No Kid Hungry Grant Opportunity. The purpose of the grant is to maximize child nutrition programs and other emergency food programs to ensure children and families have access to healthy meals at school during the school year and summer months. The district proposes implementing an incentive program in elementary school cafeterias to promote the school breakfast program, with nutrition education and literacy related prizes. The Superintendent <u>recommends ratification</u>. Fiscal impact: The average grant provides \$10,000. No district match is required. Contact person: Karin Temple, telephone 457-3134.

A-17, RATIFY Memorandum of Understanding and Independent Contractor Services Agreement between Fresno Adult School and the San Joaquin Valley College of Law to Implement the 2021-2023 Citizenship Assimilation Grant through September 30, 2023

Ratification is requested for a Memorandum of Understanding (MOU) and an Independent Contract Services Agreement between Fresno Adult School and San Joaquin College of Law to implement the 2021-2023 Citizenship and Assimilation Grant Program. The grant provides the opportunity to prepare lawful permanent residents for citizenship by offering both citizenship instruction and naturalization services. The MOU and Independent Contract Services Agreement concludes on

September 30, 2023. The Superintendent <u>recommends ratification</u>. Fiscal impact: The Citizenship Assimilation Grant will fund \$250,000 for program services. San Joaquin College of Law will receive \$60,000 for each year of implementation services through September 2023. Contact person: Kim Mecum, telephone 457-3731.

A-18, RATIFY Change Orders

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

•	Bid 21-11, Edison High School Gymnasium Addition	
	Change Order 8 presented for ratification	\$18,379

 Bid 21-48 Section A, Playground Equipment Replacement at Gibson, Thomas, and Turner Elementary Schools Change Order 1 presented for ratification \$14,064

The Superintendent <u>recommends ratification</u>. Fiscal impact: Sufficient funds in the amount of \$32,443 are available in the School Facilities Fund for Bids 21-11 and 21-48A. Contact person: Karin Temple, telephone 457-3134.

A-19, Ratify Purchase Orders from January 01, 2022 through January 31, 2022

Included in the Board binders is information on purchase orders issued from January 01, 2022 through January 31, 2022. For the reported dates, no purchase orders are identified that may present a potential conflict of interest for an individual Board member. Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists. The Superintendent recommends ratification. Fiscal impact: Funding is noted on the attached pages. Contact person: Karin Temple, telephone 457-3134.

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

<u>*6:15 P.M.</u>

B-20, 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 16, 2022 March 16, 2022
- February 02, 2022 March 09, 2022

On April 06, 2022, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Santino Danisi, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-21, RECEIVE 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. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C-22, RECEIVE the California School Employees Association - Chapter 143 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 143 2022-2023 initial proposal to the Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C-23, RECEIVE the Fresno Area Substitute Teacher Association – SEIU Chapter 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 -Chapter 521 2022-2025 initial proposal to the Fresno Unified School District. In

C. RECEIVE INFORMATION & REPORTS

accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C-24, RECEIVE the Service Employees International Union - Chapter 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 -Chapter 521 2022-2025 initial proposal to the Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C-25, RECEIVE the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 125 for the 2022-2023 Reopener Agreement

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

C-26, RECEIVE the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 143 for the 2022-2023 Reopener Agreement

Included in the Board binders is the Fresno Unified School District 2022-2023 initial proposal to California School Employees Association, Chapter 143. In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C-27, RECEIVE the Fresno Unified School District Initial Proposal to Fresno Area Substitute Teacher Association – SEIU Chapter 521 for the 2022-2025 Successor Agreement

Included in the Board binders is the Fresno Unified School District 2022-2025 initial proposal to Fresno Area Substitute Teacher Association - Chapter 521. 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,

C. RECEIVE INFORMATION & REPORTS - continued

and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C-28, RECEIVE the Fresno Unified School District Initial Proposal to Service Employees International Union - Chapter 521 for the 2022-2025 Successor Agreement

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

UNSCHEDULED ORAL COMMUNICATIONS

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but <u>not</u> 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, APRIL 20, 2022 REGULAR MEETING

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 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

CABINET APPROVAL: David Chavez, Chief of Human Resources/Labor Relations PHONE NUMBER: (559) 457-3548

DIVISION: Human Resources

SUPERINTENDENT APPROVAL:

Roht S. Telo

Fresno Unified School District

Date: April 6, 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.

A-1

ELECTIONS

Certificated Personnel

0010						
	Briar	Hayley	Specialist, Resource, Sp Ed	Manchester Gate	1/31/2022	
	Henson	Kelsey	Nurse	Health Services	2/28/2022	
	Matteson	Nanda	Nurse	Health Services	3/7/2022	
Clas	sified Personnel					
	Adame	Kristi	Paraprof, Mild/Moderate	Norseman Elementary	3/14/2022	
	Ellis	Emery	Technician, Libr Media-Middle	Fort Miller Middle School	3/15/2022	
	Florez	Yuri	Paraprof, Child Development	Wishon Elementary	3/10/2022	
	Gonzalez	Jose	Paraprof, Mild/Moderate	Mclane High School	3/14/2022	
	Jimenez	Jose	Liaison, Home/School Spanish	Muir Elementary	4/1/2022	
	Lieberg	Leslee	Paraprof, Moderate/Severe	Ericson Elementary	3/9/2022	
	Moua	Choua	Nurse, Vocational License	Health Services	3/23/2022	
	Navarro Brambila	Bibiana	Paraprof, Instructional Asst	Wolters Elementary	3/14/2022	
	Quintero	Laura	Paraprof, After Schl/Ext Day	Kirk Elementary	8/11/2021	
	Ramirez	Karina	Paraprof, Instructional Asst	Heaton Elementary	3/2/2022	
	Thao	Zoua	Paraprof, Mild/Moderate	Fresno High School	2/8/2022	
	Thompkins	Vidalinda	Paraprof, Child Development	Webster Elementary	3/10/2022	
	Valadez Montejano	Mariana	Assistant, School Office	Cambridge Continuation High	3/14/2022	
	Williams	Valerie	Paraprof, Moderate/Severe	Bullard High School	3/8/2022	
	Xiong	la	Paraprof, Mild/Moderate	Muir Elementary	2/25/2022	
Man	Management Certificated					
	Mendez	Genesee	Psychologist, School	Special Ed	3/7/2022	
Man	agement Classified	I				
	Herrera Armenta	Ana	Behavioral Intervention Specialist	Prevention And Intervention	3/16/2022	
RESI	GNATIONS OR	RETIREMENTS				
Man	Management Certificated					
	Gettman	Steven E.	Principal II	Turner Elementary	6/30/2022	
Certificated Personnel						
	Bonnema	Sharon	Teacher, Elementary	Ayer Elementary	6/10/2022	
	Chamalbide	Blanca	Tutor	Ayer Elementary	6/10/2022	
	Creamier	Allen J.	Teacher, Senior High	Mclane High School	4/30/2022	
	Cleveland	Craig	Teacher, Senior High	Roosevelt High School	8/1/2022	
	Espinola	Jacob	Teacher, Elementary	Pyle Elementary	3/18/2022	
	Flores	Gabriela	Teacher, Elementary	Wolters Elementary	6/10/2022	
	Friedrich	Stephanie	Teacher, Elementary	Human Resources	6/10/2022	
	Green	Tracy	Teacher, Elementary	Figarden Elementary	7/1/2022	

	Medina	Maria	Nurse	Health Services	3/18/2022
	Oliver	Wendy	Nurse	Health Services	2/16/2022
	Rold	Clifford	Teacher, Senior High	Edison High School	6/10/2022
	Yang-Xiong	Nancy	Nurse	Health Services	2/11/2022
Clas	sified Personnel				
	Cooksey	Petra	Paraprof, Child Development	Winchell Elementary	4/1/2022
	Coronado Pineda	Cynthia	Paraprof, Moderate/Severe	Figarden Elementary	3/14/2022
	• • • • • • • • • • • • • • • • • • • •				12/17/2021
	Gamez	Victoria	Assistant, Noontime	Kirk Elementary	
	Herrera	Stephanie	Manager, School Office I	Ewing Elementary	3/15/2022
	Lor	Wacha	Custodian	Wilson Elementary	5/25/2022
	Maciel Hernandez	Yael	Assistant, Noontime	Williams Elementary	3/14/2022
	Marquez	Gloria	Assistant, Noontime	Anthony Elementary	8/26/2021
	Morales	Patricia	Liaison, Home/School Spanish	Tenaya Middle School	3/11/2022
	Osuna	Adam	Paraprof, Moderate/Severe	Scandinavian Middle School	3/7/2022
	Rodriguez	Nancy	Paraprof, After Schl/Ext Day	Mayfair Elementary	3/23/2022
	Tomlinson	Daphne	Manager, School Office I	Malloch Elementary	2/24/2022
	Vang	Fue	Custodian	Mccardle Elementary	6/30/2022
	Ward	Randy	Supervisor, Lock Shop	Maintenance And Operations	4/30/2022
	Whittington	Natalie	Nurse, Vocational License	Health Services	3/8/2022
	Zavala	Irma	Custodian	Hoover High School	6/30/2022
LEA	/E REQUEST				
Cert	ificated Personnel				
	Buller	Erica	Teacher, Lrng Hndcp, Sdc	Fort Miller Middle School	8/1/2022
Clas	sified Personnel				
	Bosquez	Priscilla	Assistant, School Office	Addams Elementary	3/30/2022
	Castaneda	Sara	Assistant, Resrce Cnslg	Mccardle Elementary	4/2/2022
	Kok-Jackson	Lie	Paraprof, Child Development	Anthony Elementary	2/1/2022
	Rivera	Vanesa	Specialist, Chd Wel & Attnd II	Prevention And Intervention	4/22/2022
	Rodriguez	Linda	Nutrition Services Assistant	Food Services	2/1/2022
	-	Thomas	Assistant, Resrce Chslg	Kratt Elementary	2/2/2022
Daa			· č	Mail Liementary	2/2/2022
		LOYMENT RIGHTS			
Cert	ificated Personnel				
	Papulias	- Rochelle	Teacher, Senior High	- Bullard High School	2/10/2022
Clas	sified Personnel				
	Spalliero	Amanda	Secretary II	Instructional Services	3/3/2022
PRO	MOTIONS				
Clas	sified Personnel				
	Alamo	Paola	Paraprof, Mild/Moderate	Special Ed	3/28/2022
	Barrera	Maria	Manager, School Office I	Wilson Elementary	3/15/2022
	Gonzalez Lopez	Lesly	Buyer I	Purchasing Department	3/16/2022
	Heltne	Heidi	Manager Assistant Project	Maintenance And Operations	3/16/2022
	Lee	Pajqhoob	Assistant, School Office	Greenberg Elementary	3/23/2022
	Martinez	Andrew	Worker, Grnds Maint III Chippe	Plant Operations	3/21/2022
	Martinez	Patricia	Paraprof, Moderate/Severe	IMC Special Ed	3/2/2022
	Moua	Mai	Technician, Libr Media-HS	Edison High School	3/17/2022
	Nava	Maricela	Assistant, School Office	Anthony Elementary	3/23/2022

	Preciado De Arenas	Lilian	Paraprof, Bilingual Spanish	Sunset Elementary	3/22/2022
	Renovato	Robert	Supervisor, Building Trades	Maintenance And Operations	3/4/2022
	Romero	Nicole	Assistant, School Office	Slater Elementary	3/28/2022
	Soto	Consuelo	Specialist, Chd Wel & Attnd II	Scandinavian Middle School	3/31/2022
	Vega	Luz	Paraeducator, Community Based	Roosevelt High School	3/25/2022
	Xiong	Claudia	Emp Service Center Specialist	Payroll Department	3/15/2022
	Xiong	Mai	Paraprof, Child Development Bilingual	Balderas Elementary	3/22/2022
Management Classified					
	Orelup	Michelle	Manager II, General	Instructional Services	3/4/2022

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 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 March 16, 2022 Regular Board Meeting.

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

PREPARED BY: Ambra O'Connor, Chief of Staff

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

mon

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

SUPERINTENDENT APPROVAL:

ht A. Jeba



MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California

March 16, 2022

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

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on March 16, 2022, there were present Board Members Cazares, Davis, Islas, Major Slatic, Thomas, and Board President Jonasson Rosas. Superintendent Dr. Nelson was also present. The Trustee Area 5 seat is vacant.

Board President Jonasson Rosas CONVENED the Regular Board Meeting at 4:47 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

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

Board President Jonasson Rosas RECONVENED the meeting to Open Session at 5:26 p.m.

For the record, Board Member Thomas left the meeting at 6:59 p.m.

Reporting Out of Closed Session

There were no items to report out of Closed Session.

PLEDGE OF ALLEGIANCE

Mr. Patrick Jensen led the flag salute.

HEAR Report from Superintendent

- Congratulated our colleague, Phil Neufeld, for being named a Top Dog by Fresno State this year! Phil, an Executive Officer in our Information Technology Department, was selected as a Top Dog by the Division of Research and Graduate Studies. Way to go Phil!
- Congratulated our Communications team for being recognized with three awards from CalSPRA, or the California School Public Relations Association. The Communications team received a DEI award of excellence for our district's multilingual outreach and multilingual materials in the development of our district's new strategic plan. The team also received awards of excellence for Kimeka Simmons episode of Faces of Fresno Unified and our Communications Student Advisory Group's Mental Health Public Service Announcement. Congratulations team!

HEAR Report from Superintendent - continued

- Reminded folks, this week begins early voting for the special election for Trustee Area 5, the Fresno High Region. Voters in the Fresno High Trustee voting area can vote in person at the Fresno County Clerk's Office or should be receiving their ballot by mail by April 5. We encourage all who are eligible to vote!
- Shared, on Monday's buy back day our team will hold a Substitute Symposium! Certificated substitutes who join for the full day, 9am-4pm, will be compensated for the professional learning day. Register this week on iAchieve and reach out to Edith Navarro with any questions.
- Reminded students, families, and staff please make sure to complete your Climate and Culture survey by the end of this week! Our spring Climate and Culture survey is an opportunity for you and your student to tell us about your experiences with their school and how we can better support your student's learning. Promoting a positive school climate is central to our district's vision of success for each student. The data we collect will help our schools to take action toward improving student outcomes and ensure that your child feels connected to their school. For more information, check your email, or contact your child's school directly. Additionally, you may visit our district and school websites for more information, including videos on "Family Voice Matters" and a "How-To" walkthrough of the survey experience.
- Shared information for all sophomores, juniors, and seniors. The Teacher Academy Summer Program is looking for students who want to explore the teaching profession during a paid internship opportunity. Students will engage in professional learning about teaching practices and gain experience in PreK through grade six classrooms during the summer. High school graduates who meet the requirements may be eligible to apply for a paraprofessional position with the district! Applications are due by Friday, so head over to the College and Career webpage or talk to your counselor about how to apply.
- Shared this past weekend, Fresno High hosted The Girl Build Competition as part of the Fresno Unified effort to encourage more female students to pursue careers in construction-related fields. Special thanks to Kei Shabazz and the entire Career Technical Education team for making this happen for our students! Providing these real-world and hands-on learning experiences for our students is crucial!

OPPORTUNITY for Public Comment on Consent Agenda Items

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

On a motion by Board Member Thomas, seconded by Board Member Major Slatic, the Consent Agenda, with the exception of Agenda Items A-5, A-8, and A-11, which were pulled for further discussion, was approved by a roll call vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, Thomas, and President Jonasson Rosas. The Trustee Area 5 seat is vacant.

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

A. CONSENT AGENDA

- A-1, APPROVE Personnel List APPROVED as recommended.
- A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board

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

- A-3, APPROVE Minutes from Prior Meeting APPROVED as recommended, the draft minutes for the March 09, 2022 Regular Board meeting.
- A-4, ADOPT Resolution Proclaiming April 2022 as Remembrance of the Existence of the Armenian Genocide Month ADOPTED as recommended, a resolution proclaiming the month of April 2022 as Remembrance of the Existence of the Armenian Genocide.
- A-5, ADOPT Resolution Proclaiming April 2022 as School Library Month ADOPTED as recommended, a resolution proclaiming April 2022 as School Library Month.

For the record, Board Members had comments/questions pertaining to Agenda Item A-5. A summary is as follows: Expressed appreciation for school libraries. Commented that not all schools have libraries and asked staff to assess.

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

A-6, ADOPT Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization ADOPTED as recommended, a Variable Term Waiver for Bilingual Cross-Cultural Language and Development (BCLAD) Authorization for the 2021/22

Cultural, Language and Development (BCLAD) Authorization for the 2021/22 school year.

A-7, ADOPT Variable Term Waiver for Career Technical Education Credential Holders

ADOPTED as recommended, a Variable Term Waiver for Career Technical Education (CTE) Credential holders.

A-8, APPROVE Provisional Internship Permits

APPROVED as recommended, Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board approval.

For the record, Agenda Item A-8, Approve Provisional Internship Permits was pulled for discussion by Board Member Thomas; as Board Member Thomas left the meeting at 6:59 p.m. the item went directly to a vote.

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

A-9, ADOPT Resolution 21-36, Requesting an Exemption Renewal from the Education Code Definition of "School Building" for a Tutoring Center through the African American Academic Acceleration Program ADOPTED as recommended, Resolution 21-36, and Exemption Request Form, State Allocation Board (SAB) 406 to request an exemption renewal from the definition of a "school building" for the Bethesda Apostolic Church buildings, located at 3723 E. Dakota Avenue in Fresno, for use as a Suspension Tutoring Center by the Office of African American Academic Acceleration.

A-10, APPROVE Property, Liability, and Cyber Insurance for 2022/23

APPROVED as recommended, a summary of quotations received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of coverage.

A-11, APPROVE Proposed Revisions for Board Policies

APPROVED as recommended, proposed revisions for eight (8) Board Policies BP 1312.3 Uniform Complaint Procedures; BP 5111 Admission; BP 5125 Student Records; BP 5141.52 Suicide Prevention; BP 5145.3 Nondiscrimination/Harassment; BP 5145.9 Hate-Motivated Behavior; BP 5146 Married/Pregnant/Parenting Students; BP 6173 Education for Homeless Children. **DENIED**, (BP): BP 0410 Nondiscrimination in District Programs and Activities;

For the record, Board Members had comments/questions pertaining to Agenda Item A-11. A summary is as follows: Expressed concern pertaining to proposed revisions to BP 0410 Nondiscrimination in District Programs and Activities. Chief of Staff O'Connor was available to provide clarity.

On a motion by Board Member Major Slatic, seconded by Board Member Cazares, the Board approved to table Board Policy 0410 Nondiscrimination in District Programs and Activities, by a vote of 5-0-0-1 as follows: AYES: Board

Members: Cazares, Davis, Islas, Major Slatic, and Board President Jonasson Rosas. ABSENT: Board Member Thomas. The Trustee Area 5 seat is vacant.

On a motion by Board Member Davis, seconded by Board Member Islas, the Board approved the remaining eight board policies in Agenda Item A-11; BP 1312.3 Uniform Complaint Procedures; BP 5111 Admission; BP 5125 Student Records; BP 5141.52 Suicide Prevention; BP 5145.3 Nondiscrimination/Harassment; BP 5145.9 Hate-Motivated Behavior; BP 5146 Married/Pregnant/Parenting Students; BP 6173 Education for Homeless Children; by a vote of 5-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, and Board President Jonasson Rosas. ABSENT: Board Member Thomas. The Trustee Area 5 seat is vacant.

A-12, RATIFY Riverside County Superintendent of Schools Agreement for Preschool Local Assistance Grant

RATIFIED as recommended, the Riverside County Superintendent of Schools agreement for the Preschool Local Assistance Grant.

A-13, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for the following projects: Bid 21-10, Ewing Elementary School Early Learning Buildings and Parking Lot Improvements, Change Order 3 presented for ratification (\$14,818); Bid 21-35, Jackson Elementary School Multipurpose Building Reconstruction, Change Order 3 presented for ratification \$92,007; Bid 20-49, Juan Felipe Herrera New Elementary School, Change Orders 6 and 7 presented for ratification \$919,542.

A-14, RATIFY the Filing of a Notice of Completion

RATIFIED as recommended, a Notice of Completion for the following project, which has been completed according to plans and specifications: Bid 21-28, Sunnyside High School Boiler Replacement.

B. CONFERENCE/DISCUSSION AGENDA

B-15, DISCUSS and ADOPT High School Physics Curriculum

OPPORTUNITY for Public Comment on Agenda Item B-15

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

1. Andrew Fabela: Inquired how many teachers teaching Physics courses have a credential in science, if they are permitted to look elsewhere for teaching methods, and if adequate resources are provided to classes.

B. CONFERENCE/DISCUSSION AGENDA - continued

For the record, Board Members had comments/questions pertaining to Agenda Item B-15. A summary is as follows: Requested clarity as to if students and teachers were included in review of the curriculum and offered the opportunity to provide feedback. Requested the Board members be provided the opportunity to review the materials virtually, when possible. Requested clarity as to which site the materials will be used, specifically if used at the alternative high schools. Requested lessons be reviewed individually to evaluate ease of use online versus if lesson is better taught in person. Requested clarity as to if curriculum is available in other languages. Requested clarity as to if the curriculum will be used in dual immersion classes. Requested hands on learning, activities, and field trips be included to enhance student learning.

On a motion by Board Member Davis, seconded by Board Member Thomas, Agenda Item B-15 was adopted by a vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Major Slatic, Thomas, and President Jonasson Rosas. The Trustee Area 5 seat is vacant.

B-16, PRESENT and DISCUSS the 2022/23 Local Control and Accountability Plan Educational Partner Input

OPPORTUNITY for Public Comment on Agenda Item B-16

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

For the record, Board members had comments/questions pertaining to Agenda Item B-16. A summary is as follows: Commented on the number of responses and requested clarity as to number of responses of surrounding districts. Requested staff be proactive to receive more responses; shared disappointment in lack of response. Complimented staff on collaboration with non-profits. Expressed gratitude for in-depth language sessions provided to families. Requested staff to look toward taking themes to action; how the district will set goals, based on community feedback, to implement and make themes actionable. Expressed appreciation for the incentives provided to families for participating. Requested staff to look toward meetings on a different level, spring/fall, virtual, partner with open house or back to school. Requested clarity as to if there is a statutory minimum of required responses. Requested clarity as to the language acquisition theme. Shared the Foster Parent Association might be a good resource to provide valuable feedback. Commented providing the LCAP survey as part of a statistics class might be an option to gather student feedback. Executive Officer Townsend was available to provide clarity.

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

OPPORTUNITY for Public Comment on Agenda Item B-17

B. CONFERENCE/DISCUSSION AGENDA - continued

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

For the record, Board members had comments/questions pertaining to Agenda Item B-17. A summary is as follows: Requested staff to place reading specialists as a priority in next budget discussion. Expressed appreciation for staff listening to Board Member requests and bringing forward a proposal for a Translation Service Department. Commented it is detrimental to the productivity of a bilingual employee when their work is interrupted by a request to translate something outside their regular duties. Commented it is important to centralize services to create a uniformity of messages. Commented it is important to expedite the translation of messages produced in English, as the time between translation creates a disadvantage for non-English speaking families to sign up for services which may have a limited number of spaces. Requested clarity as to the provision of Career Technical Education classes to alternative education sites. Requested technology support to adult education students to ensure adult education students receive the same opportunities as other students. Requested books used in English Language Arts classes be available online as well. Requested staff to look at using Teaching Fellows to help teach Algebra I and help with class size reduction. Expressed excitement regarding professional learning being offered to substitute teachers. Requested staff to consider how to better serve Native American families in our community and better support staff in the district's Native American Services Office. Requested staff to be proactive in planning support for Ukrainian refugees. Requested clarity as to the duties of the budget technician position requested by the Instructional Division. Requested clarity as to when the truck bay at Duncan will open to students at the adult school. Commented on promises made to the community and the need for the district to fulfill those promises. Commented on the need to address crossing guards and requested staff to follow-up. Requested to see data on the effectiveness of the Rosetta Stone program. Inquired as to what percentage of the budget increase is statutory salary health and welfare benefits. Requested clarity as to how long Teachers on Special Assignment (TSAs) will be maintained. Expressed concern pertaining to pulling Science teachers to fill TSA positions. Expressed the need for the district to be much more aggressive in building our own teachers. Requested clarity as to the job descriptions of positions in the proposed Translation Services Department. Requested to see proposed translation department job descriptions before positions are posted. Requested clarity as to what languages will be posted in the job description. Requested clear and healthy parameters be created for the proposed translation department. Requested staff to look for paid opportunities when placing students in community internships. Requested clarity as to how the district determines a base language and at what point language support is provided. Stressed the importance of top-quality translation skills when filling the proposed translation department positions. Chief Communications Officer Henry, Instructional Superintendents Castillo and Gomes, and Executive Officer Kelstrom were available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

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

C-18, RECEIVE Proposed Board Meeting Dates for 2022/23 and 2023/24

C-19, RECEIVE Proposed Revisions for Board Policies

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received 19 requests to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic are listed as follows:

- 1. Kevin Hall: Not present when called to the podium.
- 2. Andrew Fabela: Commented on fight at Fresno High School
- 3. M.C.: Commented on how one language may have several dialects. Support for Andrew Fabela.
- 4. Eric Rollins: Commented students are not reading at grade-level and asked what plan the district has in order to fix the situation.
- 5. Erin Schurrman: Commented on fear and consequences of fear.
- 6. Tammy Rae: Commented on fight at Fresno High School.
- 7. Mrs. Bailey: Commented on fight at Fresno High School.
- 8. Gloria Hernandez: Commented on the need for parent liaisons at school sites.
- 9. Kay Bertken: Thanked the Board for adhering to public health guidelines.
- 10. Thomas Sabatino: Yielded time to the next speaker.
- 11.B.N.: Requested the Board look towards providing resources to help raise student reading levels.
- 12. Griffin Duncan: Commented on his experience when he chose not to wear a mask at school.
- 13. Alicia Duncan: Commented on parent duties and responsibilities.
- 14. Todd Duncan: Commented on a conversation he had with a student regarding completing assignments.
- 15. Marcos Pacheco: Commented on his grades dropping due to COVID quarantine when sent home with allergy symptoms.
- 16. Mia Pacheco: Commented on how her friends feel without masks.
- 17. Matthew Pacheco: Parent played video of Matthew talking about how he feels not wearing a mask.
- 18. Marycela Pacheco: Commented on what she did to teach her children during the COVID school closures.
- 19. Hayden Sthol & Trae Bojorquez: Commented on how she feels not wearing a mask. Commented on information regarding the Pfizer vaccine.

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the meeting at 8:31 p.m.

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 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 Proclaiming April 2022 Autism Awareness Month

ITEM DESCRIPTION: Included in the Board binders is a resolution proclaiming April 2022 as Autism Awareness Month. The Center for Disease Control reports that more children are being diagnosed on the autistic spectrum resulting in rates as high as 1 in 59 children nationally.

The Center for Disease Control reports:

- 1 in 27 boys are identified with autism
- 1 in 116 girls are identified with autism
- Boys are four times more likely to be diagnosed with autism than girls
- Most children are still being diagnosed after age 4, though autism can be reliably diagnosed as early as age 2
- 31% of children with Autism Spectrum Disorder have an intellectual disability (intelligence quotient {IQ} <70), 25% are in the borderline range (IQ 71-85), and 44% have IQ scores in the average to above average range (i.e., IQ>85)
- Autism affects all ethnic and socioeconomic groups
- Minority groups tend to be diagnosed later and less often

While there is no cure for autism, early diagnosis and intervention programs lead to significantly improved outcomes for individuals with autism.

During the month of April, the Fresno Unified School District urges all schools and individual citizens to participate in Autism Awareness Month to become better educated about Autistic Spectrum Disorders and create a better community for individuals with autism.

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

PREPARED BY: Dr. Tangee Pinheiro

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

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

SUPERINTENDENT APPROVAL:

aht A. Jeba

BOARD OF EDUCATION

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

> SUPERINTENDENT Robert G. Nelson, Ed.D.



Achieving our Greatest Potential!

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

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In the Matter of Proclaiming The Month of April 2022 Autism Awareness Month

Resolution 21-35

WHEREAS, Autism is a neurodevelopmental disorder that may cause significant impairments in language, communication, social interactions, and repetitive behaviors. The Center for Disease Control reports that more children are being diagnosed with Autism resulting in rates as high as 1 in 59 children nationally; and

WHEREAS, while there is no cure for Autism, early diagnosis and evidence-based interventions lead to significantly improved outcomes for individuals with Autism; and

WHEREAS, the Fresno Unified School District prides its schools and community on being student centered and committed to developing programs and services that meet the diverse academic and social emotional needs of the entire student body, including those with autism; and

WHEREAS, given the wide-ranging implications of autism, the Fresno Unified School District recognized the importance of increasing public awareness of the need to support individuals with autism and the family members educators, and other professionals who teach and care for individuals with autism; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Fresno Unified School District designates the month of April as Autism Awareness Month and urges all schools and individual citizens to participate in autism awareness activities to become better educated about autism and create a better community for individuals with autism.

ADOPTED this 6th day of April by the Board of Education of Fresno Unified School District, by the following vote:

AYES: <u>6</u> NOES: <u>0</u> ABSENT: <u>0</u> The Trustee Area 5 seat is vacant

Elizabeth Jonasson Rosas, Board President

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Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 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 April 2022 Occupational Therapy Awareness Month

ITEM DESCRIPTION: Included in the Board binders is a resolution proclaiming April 2022 as Occupational Therapy Awareness Month. The profession of an Occupational Therapist (OT) makes valuable contributions in helping students perform everyday tasks needed to be successful in the school environment and in their community. Our Occupational Therapists prepare students for educational success and lifelong learning by providing additional avenues for access to their education.

The services of Occupational Therapy are provided by highly certified specialists in Fresno Unified. Responsibilities of the Educational Occupational Therapist include providing support for students through ongoing assessments, evaluations, consultations, collaborations, and direct and indirect services.

Fresno Unified currently has five full-time Occupational Therapists, and nine full-time contracted Occupational Therapists. Support includes over 500 students in the classroom in accordance with each student's Individualized Education Program. OTs support students to reach both academic and non-academic achievements by addressing the physical, cognitive, psychosocial, and sensory components of performance.

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

PREPARED BY: Dr. Tangee Pinheiro

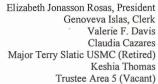
CABINET APPROVAL: Kim Mecum, Chief Academic Officer

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

SUPERINTENDENT APPROVAL:

aht A. J.L.

BOARD OF EDUCATION



SUPERINTENDENT Robert G. Nelson, Ed.D.



Achieving our Greatest Potential!

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

In the Matter of Proclaiming The Month of April 2022 Occupational Therapy Awareness Month

Resolution 21-37

WHEREAS, the American Occupational Therapy Association turns 105 years old April 2022

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WHEREAS, the American Occupational Therapy Association has declared the month of April to be known as Occupational Therapy month; and

WHEREAS, the profession of Occupational Therapy makes valuable contributions in helping students to perform everyday tasks needed to be successful in the school environment and in their community; and

WHEREAS, the services of highly certified Occupational Therapy are provided in Fresno Unified School District actively providing supports through ongoing assessments, evaluations, consultations, collaborations, and direct and indirect services to students; and

WHEREAS, educational success and lifelong learning of our students depend upon the effective understanding of resources available, including the important services of occupational therapists; and

WHEREAS, supporting students, Occupational Therapists play a critical role in communicating with students, parents/caregivers, educators, administrators, and other key team members of the Individualized Education Program team; and

WHEREAS, Occupational Therapists use a multitude of adaptive equipment to assist in accommodations and/or modifications of curriculum.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of Fresno Unified School District designates the month of April as Occupational Therapy Month and urges all schools and individual citizens to participate in Occupational Therapy activities by joining together in raising awareness, educating our educational partners, and continue to gain knowledge in the role of Occupational Therapy in the Fresno Unified School District educational setting. **ADOPTED** this 6th day of April by the Board of Education of Fresno Unified School District, by the following vote:

AYES: <u>6</u> NOES: <u>0</u> ABSENT: <u>0</u> The Trustee Area 5 seat is vacant

Elizabeth Jonasson Rosas (Apr 22, 2022 12:43 PDT)

Elizabeth Jonasson Rosas, Board President

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Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 2022

AGENDA ITEM A-6

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

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

TITLE AND SUBJECT: Adopt Resolution 21-38 in Support of Full Day Transitional Kindergarten and Full Day Kindergarten Instruction and in Support of Applications to the California Preschool, Transitional Kindergarten and Full Day Kindergarten Facilities Grant Program

ITEM DESCRIPTION: Included in the Board binders and recommended for adoption is Resolution 21-38 declaring the district's support of full-day transitional kindergarten and full-day kindergarten instruction, as required to apply for funding under the State's Preschool, Transitional Kindergarten and Full Day Kindergarten Facilities Grant Program. Resolution 21-38 also declares support of the district's applications for State funding under the program. Fresno Unified currently provides full-day kindergarten and transitional kindergarten. Approval of the resolution is required to make the district eligible to apply for funding under the State grant program.

Assembly Bill 1808 (2018) appropriated \$100 million in one-time grants for construction of new classrooms or modernization of existing facilities to provide full-day kindergarten instruction. Fresno Unified was awarded \$1.25 million in the first funding round to partially support construction of the early learning complex at Ericson Elementary School. Assembly Bill 130 (2021) expanded the program to include preschool and transitional kindergarten and appropriated \$490 million over two rounds in one-time grants for construction of new classrooms or modernization of existing facilities for full-day preschool, transitional kindergarten or kindergarten instruction.

FINANCIAL SUMMARY: Submitting a grant application does not commit the district to implementing a project. Board approval is required for a project to move forward. Implementation of a project utilizing grant funding would require the district to provide matching funds of 50% of project cost for new construction and 40% of project cost for retrofit (modernization).

PREPARED BY: Deana Clayton, Project Mgr., Facilities Management and Planning

CABINET APPROVAL: Karin Temple, Chief Operating Officer DIVISION: Operational Services PHONE NUMBER: (559) 457-3134

SUPERINTENDENT APPROVAL:

John A. Telo

FRESNO UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 21-38

RESOLUTION OF THE BOARD OF TRUSTEES OF THE FRESNO UNIFIED SCHOOL DISTRICT IN SUPPORT OF FULL DAY CALIFORNIA PRESCHOOL, FULL DAY TRANSITIONAL KINDERGARTEN AND FULL DAY KINDERGARTEN PROGRAMS AND FILING OF GRANT PROGRAM APPLICATIONS

WHEREAS, the District provides and/or intends to expand an Early Primary Program, including Full Day California Preschool pursuant to Education Code Section 8207; and

WHEREAS, the District provides an Early Primary Program, including Full Day Transitional Kindergarten pursuant to Education Code Section 8974; and

WHEREAS, the District provides an Early Primary Program, including Full Day Kindergarten pursuant to Education Code Section 8972 and 8973; and

WHEREAS, the Board of Education declares that in accordance with Ed Code Section 8973, the District's Extended Day Kindergarten Program does not exceed the length of the primary school day and takes into account ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program; and

WHEREAS, the District intends to file applications under the California Preschool, Transitional Kindergarten and Full Day Kindergarten Facilities Grant Program (Article 1, Chapter 3, Part 10.5, Division 1, commencing with Section 17375, et. seq).

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fresno Unified School District that it is in support of the Full Day California Preschool, Full Day Transitional Kindergarten and Full Day Kindergarten Programs and the filing of applications for early learning components of projects at one or more of the following sites:

- Addams Elementary School
- Del Mar Elementary School
- Jefferson Elementary School

APPROVED, PASSED AND ADOPTED by the Governing Board of the Fresno Unified School District this 6th day of April 2022, by the following vote:

AYES: 6

NOES: 0

ABSTAINED: 0

ABSENT 0

The Trustee Area 5 seat is vacant

I, <u>Elizabeth Jonasson-Rosas</u>, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

Elizabeth Jonasson Rosas (Apr 22, 2022 12:43 PDT)

President of the Board of Education Fresno Unified School District

I, <u>Genoveva Islas</u>, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 6th day of April 2022, by the above-described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 6th day of April 2022.

Clerk of the Board of Education Fresno Unified School District

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 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 Employment Agreement for Dr. Natasha Baker, Chief Academic Officer

ITEM DESCRIPTION: An Oral Report on the Chief Academic Officer's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). The term of the Chief Academic Officer's Employment Agreement begins on May 1, 2022 and continues through June 30, 2025 unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of the Chief Academic Officer's Employment Agreement which shall be available for review in the Board of Education Office on or before April 04, 2022.

FINANCIAL SUMMARY: Noted in the terms of the Chief Academic Officer's Employment Agreement.

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

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

DIVISION: Human Resources PHONE NUMBER: 457-3548

SUPERINTENDENT APPROVAL:

aht A. J. h.

FRESNO UNIFIED SCHOOL DISTRICT CHIEF ACADEMIC OFFICER EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by the Board of Education of the Fresno Unified School District ("District" or "Board") and Dr. Natasha Baker ("Chief Academic Officer") (collectively, the "Parties") on the terms and conditions below.

1. <u>Term.</u> District hereby employs Chief Academic Officer for a period beginning on May 1, 2022 and terminating June 30, 2025, unless terminated earlier or extended as provided by the terms of this Agreement or as allowed by law.

2. <u>Salary.</u>

a. <u>Salary.</u> Effective May 1, 2022, the District shall pay the Chief Academic Officer's annual base salary of Two Hundred Forty Eight Thousand Dollars and No Cents (\$248,000.00). For the 2021-22 school year, the Chief Academic Officer's annual salary shall be prorated.

b. Salary Increases.

1. <u>General Provisions.</u> The Chief Academic Officer's salary is considered to be indefinite and subject to ongoing negotiations with the Board. Accordingly, the Board reserves the right to increase the Chief Academic Officer's salary, as stated in 2.a., at any time during the term of this Agreement so long as such increase is approved by the Board in open session at a regular meeting of the Board. Any change in salary shall not extend the term of this Agreement and shall not constitute creation of a new agreement. The Parties intend to comply with all applicable laws. However, if the term of this Agreement is interpreted by a court to have been automatically extended commensurate with an automatic increase in compensation in excess of the applicable consumer price index, the increase in compensation provided for that year shall not exceed the limit established by Government Code sections 3511.1 and 3511.2.

2. <u>Adjustments to Annual Salary</u>. During the term of this Agreement, the Chief Academic Officer's annual salary as set forth in 2.a above shall be increased or decreased by a percentage equal to the percentage increase or decrease applied to the salary schedules for management employees generally. Any such increase or decrease in the Chief Academic Officer's annual salary shall take effect on the same date as the increase or

decrease to all management salary schedules, unless otherwise ordered by the Board. As set forth in 2.b.1, any adjustment in Chief Academic Officer's annual salary made during the life of this Agreement shall be approved by the Board in open session at a regular meeting by a revision to the salary schedule specifically applicable to the Chief Academic Officer. Nothing in this subsection shall preclude additional salary increases as stated in 2.b. l.

c. <u>Salary Payment Process</u>. The Chief Academic Officer's total salary shall be payable in approximately twelve (12) equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Chief Academic Officer. Salary increases shall be effective on any date ordered by the Board.

3. Fringe Benefits and Work Year.

a. <u>Health Benefits.</u> As an active employee, the Chief Academic Officer shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as the District's certificated management staff, as those benefits, costs, plans, providers and other terms and conditions may change from time-to-time. Thus, the Chief Academic Officer shall be entitled to receive the same District contribution toward health and welfare benefits and shall pay the same copays, premiums, deductibles and other costs as the District's certificated management staff, as those costs and contributions may change from time-to-time.

b. <u>Sick Leave</u>. The Chief Academic Officer shall earn one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement. Time off required by the Chief Academic Officer for illness or injury that is not compensated by sick leave, vacation leave, or other leave provided by law shall remain uncompensated. The Chief Academic Officer shall have all rights to her accumulated sick leave as per the Education Code. The Chief Academic Officer shall follow District procedures and use District forms or applicable electronic reporting systems for reporting use of sick leave.

c. <u>Travel/Auto Expense Allowance</u>. The District shall provide the Chief Academic Officer with an allowance of \$500.00 per month for the payment of reasonable actual and necessary automobile expenses incurred for travel within a 60 mile radius of the District's boundaries and travel related expenses incurred by the Chief Academic Officer in the course and scope of the Chief Academic's employment. The Chief Academic Officer shall not be reimbursed for any expenses above this amount, as described herein, unless such

other expenses are specifically provided for in this Agreement. The Chief Academic Officer shall not be required to provide receipts or other documentation for the expenses incurred under this section 3.c.

d. Vacation. The Chief Academic Officer shall be entitled to twenty (20) days of annual vacation. Vacation may be earned and accrued, from year to year, but the accrual maximum shall not, in any event or circumstances, including any District custom or practice, exceed forty (40) days of vacation. The Chief Academic Officer's entitlement to vacation days shall be accrued on a month-to-month basis. Upon termination of employment with the District, the Chief Academic Officer shall be entitled to compensation for unused and accrued vacation days which shall not exceed the maximum accrual of forty (40) days at the Chief Academic Officer's then current salary rate. The Chief Academic Officer shall plan her vacations to avoid disruption of the discharge of her duties during the school year and shall notify the Superintendent in advance of her vacation plans beyond three (3) days. The Chief Academic Officer shall report her use of vacation to Human Resources and provide an annual report to the Superintendent of her use of vacation days and all forms of authorized leave, including sick leave, by no later than August 31 of each year. Failure to submit the annual report shall suspend any further accrual of vacation days until the report is submitted.

e. <u>Work Year.</u> Notwithstanding any Board Policy or Administrative Regulation, the Chief Academic Officer shall render twelve (12) full months of full-time service to the District each year of this Agreement. Although the Chief Academic Officer is entitled to vacation per section 3.d above, sick leave, and District-wide holidays, the Chief Academic Officer acknowledges that urgent or exigent circumstances may require addressing issues which occur notwithstanding such leave or holidays. The Chief Academic Officer shall focus her professional time, ability, and attention on the District's primary mission of educating the students of the District. She shall not engage in any non-District related professional, instructional or consulting activities, whether or not compensated.

4. <u>Tax Deferred Compensation Plans.</u> The Chief Academic Officer may participate in any tax deferred compensation plans of the District for which she is eligible. All contributions to such plans will be paid by the Chief Academic Officer from her salary and shall conform to all requirements of law. In addition to the Chief Academic Officer's annual salary as specified above, the District shall also contribute to the Chief Academic Officer an amount equal to the maximum annual employee elective deferral allowed under the Internal Revenue Code for a 403(b) Tax Sheltered Annuity, currently \$20,500 for 2022; but, excluding any catch-up contribution for employees age 50 or older. Said contribution to the Chief Academic Officer shall be made in monthly installments beginning May 2022.

5. **District Technology Devices.** The District shall provide to the Chief Academic Officer, at the District 's sole discretion, a District-owned laptop computer, tablet or other wireless email device and a smart phone (each a "Technology Device") and shall pay reasonable costs associated with the use and maintenance of all Technology Devices. The Chief Academic Officer shall use all Technology Devices in accordance with all the District Policies and all legal requirements. All Technology Devices provided by the District are the property of the District and the District shall have the sole right to control access to, and use of, Technology Devices through its policies, regulations and law. The Chief Academic Officer agrees to sign all technology use agreements or other forms that are required of other District employees. Notwithstanding any District Policy to the contrary, the Chief Academic Officer agrees to conduct all District business, whether by email, text or otherwise, on a District Technology Device or, if the Chief Academic Officer conducts District business on a private device, through a District account, so that all communications related to the District's business shall be available to the Chief Technology Officer irrespective of the form of communication. All such Technology Devices, and any other equipment or property of the District, shall be returned to the District upon cessation of employment.

6. **Business Expense Reimbursement.** In accordance with District policies, the District shall reimburse the Chief Academic Officer for actual and necessary expenses incurred by the Chief Academic Officer Chief Academic Officer's employment for business expenses and for travel related expenses beyond a 60 mile radius of the District's boundaries, which shall not be considered included within the travel or auto expense allowance as set forth in section 3.c. In order to receive reimbursement, the Chief Academic Officer shall submit a written expense reimbursement claim for approval together with all receipts and any other documentation necessary to verify that the claimed expenses are properly reimbursable pursuant to Board Policy.

7. <u>One-Time Moving Stipend.</u> In addition to reimbursement for actual and necessary business and travel-related expenses not included within the allowance as set forth in section 3.c., the District shall provide a one-time payment to the Chief Academic Officer to relocate to the Fresno area, of \$10,000. The District shall issue an IRS Form 1099 to the Chief Academic Officer who understands and agrees that the District will not make any federal, state or local tax withholdings from the payment nor will the District make any CalSTRS deductions or corresponding contributions. The Chief Academic Officer shall be solely responsible for paying all taxes or other withholdings required by law and if any federal, state or local authorities challenge the payment, the Chief Academic Officer shall defend, indemnify and hold the District harmless from and against any and all costs, losses, penalties, assessments, or liabilities, whatsoever arising from or caused by any challenge to the payment.

8. Fitness for Duty Examination. Upon request, the Chief Academic Officer shall undergo physical/mental examination by a District-appointed physician. Prior to the examination, the Chief Academic Officer agrees to execute District provided medical releases from all treating physicians authorizing the District-appointed physician to review all medical The District-appointed physician shall review this Agreement, the District's job records. description for the position, and be provided background information related to the duties of the position. The Chief Academic Officer shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Superintendent addressing only the Chief Academic Officer's fitness to perform the job. The physician's report shall specifically indicate whether or not the Chief Academic Officer has any physical or mental impairment that substantially limits her ability to perform the essential functions of her position. No confidential medical information shall be submitted to the Superintendent, the Board, any third party, or any of the District's officers, agents or employees unless such medical information is directly related to determining whether the Chief Academic Officer is a qualified individual with a disability or the Parties need to discuss reasonable accommodation. If the Chief Academic Officer is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Chief Academic Officer to perform the essential functions of her position.

9. <u>Chief Academic Officer's Duties.</u> The Chief Academic Officer shall competently and satisfactorily perform all duties prescribed by law, applicable policies and regulations of the District, all duties specified in her job description, and such other duties as may be requested by the Superintendent.

10. **Professional Development and Affiliations.** The Chief Academic Officer shall endeavor to maintain and improve Chief Academic Officer's professional competence by a variety of means. Prior approval of the Superintendent shall be obtained if the Chief Academic Officer desires to attend conferences outside the State of California. The District agrees to pay the Chief Academic Officer's fees for membership in, Association of California School Administrators ("ACSA"), American Educational Research Association ("AERA"), California Association of African-American Administrators ("CAAASA"), and the California Association of Latino Superintendents and Administrators ("CALSA"), and the California Association of Asian and Pacific Leaders in Education ("CAAPLE").

11. <u>Annual Evaluation of Chief Academic Officer.</u>

a. <u>Annual Evaluation</u>. The Superintendent shall evaluate the performance of the Chief Academic Officer on an annual basis. The evaluation shall be in writing, include a personal conference, and encompass the duties, goals, and expectations for the position. The evaluation procedures set forth in this Agreement shall be the exclusive means by which the Chief Academic Officer is evaluated and are intended to supersede any other provisions concerning evaluation which might exist in applicable law or by virtue of any District rules, regulations, policies or other agreements. Any failure on the part of the Superintendent to meet the requirements or deadlines set forth in this Agreement shall not release the Chief Academic Officer from fully and faithfully performing the services required to be performed under this Agreement or constitute a violation or default by the District of its obligations under this Agreement.

b. <u>Other Evaluations.</u> Nothing shall prevent the Superintendent/Board from conducting more than one formal or informal evaluation each school year.

12. <u>Termination of Agreement.</u>

a. <u>Mutual Consent.</u> This Agreement may be terminated at any time by mutual written consent of the Board and the Chief Academic Officer.

b. <u>Resignation</u>. The Chief Academic Officer may resign and terminate this Agreement only by providing the Board with at least forty-five (45) calendar days advance written notice, unless the Parties agree otherwise.

c. <u>Non-Renewal of Agreement by the District</u>. The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Chief Academic Officer in accordance with Education Code section 35031 (currently forty-five (45) calendar days' prior notice), or other applicable provisions of law. Notwithstanding anything to the contrary in Education Code section 35031 or other applicable provisions of law, the Parties agree that, if the Board fails to reelect or reemploy the Chief Academic Officer and a written notice of non-renewal is not timely provided, this Agreement shall be renewed only for one (1) additional school year (July 1 –June 30) under the same terms and conditions as this Agreement that existed in the school year immediately prior to renewal.

d. <u>Termination for Cause.</u> The Board may terminate the Chief Academic Officer for any of the following reasons: (1) breach of this Agreement; (2) failure, based on unsatisfactory performance, to achieve measurable goals, plans, priorities and objectives of the District as set by the Superintendent; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive or order of the Superintendent; (4) misconduct or dishonest behavior with regard to the Chief Academic Officer's employment; (5) conviction of a crime involving dishonesty, breach of trust, physical or emotional harm to any person, or a violation of moral turpitude; (6) any act causing the suspension or revocation of any credential held by the Chief Academic Officer; or (7) any reason specified in Education Code section 44932.

Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. Before terminating the contract for cause, the Board or Superintendent shall provide the Chief Academic Officer with a statement of reasons for termination of the contract. If the Chief Academic Officer disputes the charges, the Chief Academic Officer shall then be entitled to a conference before the Board in closed session to address the statement of reasons for contract termination. The conference with the Board shall not be an evidentiary

hearing and neither Party shall have the opportunity to call witnesses. The Chief Academic Officer's conference before the Board shall be deemed to satisfy the Chief Academic Officer's entitlement to due process of law and shall be the Chief Academic Officer's exclusive right to any conference or hearing otherwise required by law. The Chief Academic Officer waives any other rights that may be applicable to this termination forcause proceeding with the understanding that completion of this hearing exhausts the Chief Academic Officer's administrative remedies and then authorizes the Chief Academic Officer to contest the Board's determination in a court of competent jurisdiction.

e. <u>Termination without Cause.</u>

1. <u>Termination Without Cause Between May 1, 2022 and</u> <u>December 31, 2024.</u> Acknowledging that her employment with the District required the Chief Academic Officer to relocate to the Central Valley, if the Board, for any reason, without cause or a hearing, terminates this Agreement at any time during the period between May 1, 2022 and December 31, 2024. the District shall pay to the Chief Academic Officer for a period of twelve (12) months a sum equal to the Chief Academic Officer's salary at the rate in effect during the Chief Academic Officer's last month of service.

Any such termination shall be in writing, shall specify the effective date of the termination, and shall terminate all of the Chief Academic Officer's employment rights and entitlements with the District, except as otherwise provided in paragraph 15, Indemnity. The Chief Academic Officer shall execute a full release of claims against the District and its officers, agents and employees as a condition of receipt of any severance payment; otherwise, no severance payments shall be required and termination shall be effective nevertheless.

For purposes of this Agreement, the term "salary" shall include only the Chief Academic Officer's regular monthly salary and shall not include the value of any other stipends, allowances, reimbursements or benefits, received under this Agreement. Payment shall be made for any accrued and unused vacation up to the maximum accrual limit set forth in section 3.d. up to the date of termination and shall not, in any event, accrue after the date of termination. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes since the

payments are considered as final settlement pay; accordingly, no deductions shall be made for retirement purposes.

In addition to the salary payments specified above, the District agrees to continue to provide the Chief Academic Officer with its contribution toward District health benefits and to allow the Chief Academic Officer to participate in the District's health benefit program on the same terms and conditions that existed prior to termination for a period of twelve (12) months,. As a condition of receipt of health benefits, the Chief Academic Officer shall pay all required premiums in advance and comply with all other conditions imposed by law and/or the District's benefit providers.

The Parties agree that any damages to the Chief Academic Officer that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this provision entitled "Termination Without Cause Between May 1, 2022 and December 31, 2024," along with the District's agreement to provide any paid health benefits as stated above, constitutes reasonable liquidated damages for the Chief Academic Officer, fully compensates the Chief Academic Officer for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Chief Academic Officer's sole remedy to the fullest extent provided by law.

Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

2. <u>Termination without Cause After December 31, 2024.</u> After December 31, 2024, the Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right to terminate without cause after December 31, 2024, the District shall pay to the Chief Academic Officer from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less, a sum equal to the difference between Chief Academic Officer's salary at the rate in effect during the Chief Academic Officer's last month of service and the amount which the Chief Academic Officer earns, including deferral payments, from any other employment-related source (whether as employee, independent contractor, consultant or selfemployed). Payments shall be made on a monthly basis. As a condition of payment, unless the Chief Academic Officer is eligible for retirement and fully retires from all working activities of any nature, the Chief Academic Officer shall be obligated to immediately seek other employment and she shall notify the District in writing immediately if she earns income from any employment-related source. No payment shall be made unless the Chief Academic Officer declares, in exchange for every monthly payment, under penalty of perjury, that no such income has been earned or deferred and describing the Chief Academic Officer's due diligence efforts to seek other employment. Failure to execute any such declaration shall suspend all payments pursuant to this section and shall terminate any entitlement to any future payment if the Chief Academic Officer refuses to submit the required declaration.

Any such termination shall be in writing, shall specify the effective date of the termination, and shall terminate all of the Chief Academic Officer's employment rights and entitlements with the District, except as otherwise provided in paragraph 15, Indemnity. The Chief Academic Officer shall execute a full release of claims against the District and its officers, agents and employees as a condition of receipt of any severance payment; otherwise, no severance payments shall be required and termination shall be effective nevertheless.

For purposes of this Agreement, the term "salary" shall include only the Chief Academic Officer's regular monthly salary and shall not include the value of any other stipends, allowances, reimbursements or benefits, received under this Agreement. Payment shall be made for any accrued and unused vacation up to the maximum accrual limit set forth in section 3.d. up to the date of termination and shall not, in any event, accrue after the date of termination. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes since the payments are considered as final settlement pay; accordingly, no deductions shall be made for retirement purposes.

If the Chief Academic Officer is terminated without cause and elects to retire instead of fulfilling the Chief Academic Officer's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Chief Academic Officer's retirement with CalSTRS, the amount payable to the Chief Academic Officer as salary shall be reduced by the amount of retirement income earned by the Chief Academic Officer from CalSTRS. In addition to the salary payments specified above, the District agrees to continue to provide the Chief Academic Officer with its contribution toward District health benefits and to allow the Chief Academic Officer to participate in the District's health benefit program on the same terms and conditions that existed prior to termination until the expiration of this Agreement, or for a period of twelve (12) months, or until the Chief Academic Officer obtains other employment that provides health benefits, whichever is less. As a condition of receipt of health benefits, the Chief Academic Officer shall pay all required premiums in advance and comply with all other conditions imposed by law and/or the District's benefit providers.

The Parties agree that any damages to the Chief Academic Officer that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide any paid health benefits as stated above, constitutes reasonable liquidated damages for the Chief Academic Officer, fully compensates the Chief Academic Officer for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Chief Academic Officer's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. <u>Termination for Unlawful Fiscal Practices.</u> Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Chief Academic Officer has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Chief Academic Officer solely upon written notice to the Chief Academic Officer and the Chief Academic Officer shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. <u>Death.</u> Death of the Chief Academic Officer terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Chief Academic Officer at the time of death, if any, shall be paid to the Chief Academic Officer's estate unless otherwise declared in writing by the Chief Academic Officer. h. **Disability of the Chief Academic Officer.** If, based on medical evidence submitted by the Chief Academic Officer's physicians or obtained through a District required medical examination, the District determines that the Chief Academic Officer is disabled and, following an interactive dialogue with the Chief Academic Officer, that the Chief Academic Officer is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Chief Academic Officer in the manner required by law. Disability shall not entitle the Chief Academic Officer to the provisions of section 11.e.

13. <u>Tax/Retirement Liability.</u> Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Chief Academic Officer, or to any designated beneficiary, heirs, administrators, executors, successors or assigns of the Chief Academic Officer. The Chief Academic Officer shall assume sole responsibility and liability for all state or federal tax and retirement consequences of this Agreement, to the extent permitted by applicable law, and all related payroll and retirement consequences, including, but not limited to, whether compensation or service is creditable for purposes of retirement, all tax and retirement consequences stemming from any payments made to the Chief Academic Officer as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance.

14. <u>Abuse of Office Provisions.</u> In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Chief Academic Officer receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Chief Academic Officer if the Chief Academic Officer is convicted of a crime involving an abuse of the Chief Academic Officer's office or position. In addition, if the District funds the criminal defense of the Chief Academic Officer is then convicted of such charges, the Chief Academic Officer shall fully reimburse the District all funds expended for the Chief Academic Officer's criminal defense.

15.Notification by Chief Academic Officer Prior to Accepting OtherEmployment.If the Chief Academic Officer decides to accept employment elsewhere during

the term of this Agreement, prior to doing so, the Chief Academic Officer shall notify the Superintendent in writing of her decision. In addition, the Chief Academic Officer shall immediately notify the Superintendent in writing if the Chief Academic Officer becomes a finalist for employment outside the District.

16. <u>Indemnity.</u> In accordance with the provisions of Government Code sections 825 and 995, the District agrees to defend the Chief Academic Officer against any claim or action against her for an injury arising out of an act or omission occurring within the scope of her employment as the Chief Academic Officer of the District. Nothing herein shall be construed to limit or expand the rights, duties, and obligations of the District and the Chief Academic Officer which are provided under these Government Code sections, including any subsequent amendments.

17. <u>General Provisions.</u>

a. <u>Governing Law and Venue.</u> This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. Venue for court proceedings shall be in Fresno County, California.

b. <u>Entire Agreement.</u> This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

c. <u>Notification of Absence.</u> If the Chief Academic Officer plans on being absent from the District for more than three (3) continuous work days, the Chief Academic Officer shall notify the Superintendent in advance.

d. <u>No Assignment.</u> The Chief Academic Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.

e. <u>Modification</u>. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

f. <u>Exclusivity.</u> The Parties agree that the employment relationship between the District and the Chief Academic Officer shall be governed exclusively by the provisions of this Agreement and not by Board Policies, administrative regulations, job description or similar documents, unless such policies, regulations or similar documents are specifically referenced in this Agreement. To the extent any policy, administrative regulation, or job description of the Chief Academic Officer, or similar document, is inconsistent with the provisions herein, this Agreement shall govern and supersede any such provisions.

g. <u>Management Hours.</u> The Parties recognize that the demands of the position will require Chief Academic Officer to average more than eight (8) hours a day and/or more than forty (40) hours per week. The Parties agree that Chief Academic Officer shall not be entitled to overtime compensation.

h. <u>Construction.</u> This Agreement shall not be construed more strongly in favor of or against either Party regardless of which Party is responsible for its preparation.

i. <u>Execution of Other Documents.</u> The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

j. <u>Independent Review.</u> The Parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including tax and retirement consequences. The Chief Academic Officer and the Board each recognize that in entering into this Agreement, the Parties have relied, or have had the opportunity to rely, upon the advice of their own attorneys or other representatives.

k. <u>Binding Effect.</u> This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

1. <u>Execution</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy, facsimile, photographic copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an original for any purpose. In addition, this Agreement may be signed in person or electronically and such signatures shall be binding.

m. <u>Savings Clause/Severability.</u> If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

n. <u>Public Record.</u> The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

o. <u>Integration</u>. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter not expressly set forth in this Agreement are of no force and effect.

p. <u>Waiver.</u> Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.

q. <u>Board Approval.</u> The effectiveness of this Agreement shall be contingent upon approval by the District's Board as required by law.

Dated: _____, 2022

Elizabeth Jonasson-Rosas, President Board of Education Fresno Unified School District

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as the District's Chief Academic Officer. I understand that the District is relying upon information provided by me during the application process in extending this offer of employment.

By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the application process.

I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with a governing board of another school district or any other employer that will in any way conflict with the terms of this Chief Academic Officer Employment Agreement.

Dated: ______, 2022

Natasha Baker, Ed.D.

Board Meeting Date: April 06, 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 ProSolve

ITEM DESCRIPTION: Included in the Board binders is an agreement with ProSolve. ProSolve will provide more than 40 hours of QUEST course material for Fresno Unified teachers' use to help develop grade seven and/or grade eight students' social emotional skills and increase student engagement in Fresno Unified Summer Academy programs. Kits are also provided to classrooms with needed components including eight boxes of material, over 200 unique game items, and over 20 hours of direct class instruction. ProSolve will also provide full digital license to access the ProSolve training portal to teach instructors how to use the curriculum, materials, and resources to interact and interface with students in real-time. ProSolve will also provide professional development and training opportunities for teachers on how to utilize and maximize the QUEST platform and develop students.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$630,000 are available in the Extended Learning Department budget.

PREPARED BY: Jeremy Ward, Assistant Superintendent

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

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



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

ProSolve	2870 Peachtree Rd NV	V//915-6579, Atlanta, GA 30305	
Vendor Name (404) 242-9591	Address Travis Allen		
Phone Number	Vendor Contact Through: June 30, 2022		
From: April 11, 2022			
Term (Duration)	1 C _ 1 Y C		
FUSD Contract Administrator: Jeremy Ward/Connie Cha	Extended Learning/Col	lege&Career Readine: (559) 24	8-7560
Name	Site/ Dept	Telephone	number
udget (Fund-Unit-DeptActivity-Object) 060-7425-0790-1981-4000-5899		<u></u>	
Annual Cost \$ 630,000.00 (Contract will not	be authorized to exceed thi	s amount w/o BOE approval)	-
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.	Yes 🗌	No 🗹	
Scope of Work Summary: ProSolve will provide 40+ hours of QUEST course material social emotional skills and increase student engagement in 1 classrooms with needed components including 8 boxes of m class instruction. ProSolve will also provide full digital lices instructors how to use the curriculum, materials, and resourd also provide professional development and training opportu- platform and develop students. ProSolve will provide suppo- organize analytics on student attendance, growth, and progra 140 teachers.	FUSD summer academy pr naterial, over 200 unique gr nse to provide access to the ces to interact and interface nities for teachers on how t rt to coordinate QUEST in	ograms. Kits are also provided to ime items, and over 20 hours of d ProSolve training portal to teach with students in real-time. ProSo o utilize and maximize the QUES FUSD summer academy program	lirect blve will ST ns and
Billing and invoice: 50% is due upfront with remaining 50%	due after all training is pro	ovided.	
2017 - 2010 -			

Date Item is to appear on Board of Education Agenda: 0	4/06/22 Agenda Item # (Contracts of \$15,000.00 or more,
Reviewed & approved by Cabinet Level Officer:	signed 3/9/22 Date
Reviewed & approved by Executive Director, Risk Management:	Signed Date
Please return signed contract to: Christian Flores	Extended Learning/College&Career Readiness
Name	Department

Rovised 11/18/21

Fresno Unified Independent Contract

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Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-4000-5899

District Contact Person: Jeremy Ward/Connie Cha

Budget Manager Approval:

Contractor's Vendor Name: ProSolve

Contractor's Contact Person: Travis Aller

Contractor's Title: President and CEO

Contractor's Telephone Number: (404) 242-9591

Contractor's E-mail: travis@prosolve.com

Contractor's Address: 2870 Peachtree Rd NW#915-6579, Atlanta, GA 30305

Contractor's Taxpayer ID# or 46-3236668 SSN#:

This Independent Contractor Services Agreement is made and entered into effective 04/11/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide TA

ProSolve will provide 40+ hours of QUEST course material for FUSD teachers use to help develop 7th and/or 8th grade students' social emotional skills and increase student engagement in FUSD summer academy programs. Kits are also provided to classrooms with needed components including 8 boxes of material, over 200 unique game items, and over 20 hours of direct class instruction. ProSolve will also provide full digital license to provide access to the ProSolve training portal to teach instructors how to use the curriculum, materials, and resources to interact and interface with students in real-time. ProSolve will also provide professional development and training opportunities for teachers on how to utilize and maximize the QUEST platform and develop students. ProSolve will provide support to coordinate QUEST in FUSD summer academy programs and organize analytics on student attendance, growth, and program feedback. ProSolve will provide training and materials for up to 140 teachers.

Billing and invoice: 50% is due upfront with remaining 50% due after all training is provided.

Fresno Unified Independent Contract

- <u>Contractor Qualifications</u>. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
- 3. <u>Term</u>. This Agreement shall begin on 04/11/22 ., 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.
- Payment. District agrees to pay Contractor at following rate of will be made payable to ProSolve
 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. Tyes (See below) I No, Vendor initial here
 - a Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner\$30.50. *Receipt Required.
 - Travel ______ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - Supplies _____As negotiated with school/department contracting for service.
 - Total Estimated Cost (Sum of paragraphs 4 and 5a d): \$ 630,000.00
 - f. Other

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б.	Employment. Are you a current FUSD employee?	Yes Yes	1 No
7.	CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?	Yes	1 No
8.	California Residency. Contractor is a resident of the state of California:	TYes	No No

- <u>Report Fraud. Waste and Abuse.</u> By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <u>http://www.ppcpas.com/fresno-unified-fraud-alert</u>. 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. <u>Conflict of Interest.</u> 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

District's initials (

- 11. <u>Anti-discrimination</u>. 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.
- 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

Fresno Unified Independent Contract

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, subpocna 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.
- c 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. <u>Injunctive Relief</u>. 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

Fresno Unified Independent Contract

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. <u>Indemnification and Hold Harmless</u>. 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.

Fresno Unified Independent Contract

- 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.
- 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

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.
- 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.
- 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.
- 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. <u>Waiver and Amendments</u>. 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.
- <u>Governing Law</u>. 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.
- <u>Attorney's Fees.</u> 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.

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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:	Contractor: ProSolve	
Ann Loorz Purchasing Department	Name: Travis Allen	
Fresno Unified School District 4498 N. Brawley Avenue Fresno, CA 93722	Address: 2870 Peachtree Rd NW#915-6579,	
	Atlanta, GA 30305	

- c: Andrew De La Torre Benefits & Risk Management Fresno Unified School District 2309 Tulare Street Fresno, CA 93721
- 28. <u>Compliance with Law</u>. 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. <u>Construction</u>. 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. <u>Execution of Other Documents</u>. 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. <u>Execution in Counterparts</u>. 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.
- 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.

Fresno Unified Independent Contract

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

DISTRICT

Date

Fresno Unified School District

CONTRACTOR

ProSolve 6 11

Santino Danisi, Chief Financial Officer

Name: Travis Allen

, Title: President and CEO

Date

Approved As To Form: n

Andrew De La Torre, Executive Director Benefits and Risk Management

3 Date

Fresno Unified Independent Contract

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Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 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 Grant Application to the California Department of Food and Agriculture 2022 California Farm to School Incubator Grant Program

ITEM DESCRIPTION: It is recommended the Board approve the submission of a grant application to the California Department of Food and Agriculture (CDFA) 2022 California Farm to School Incubator Grant Program. The purpose of the program is to cultivate equity, nurture students, build climate resilience, and create scalable and sustainable change in alignment with the CDFA's California Agricultural Vision. Goals are improved health and well-being, a healthier planet, thriving communities, connections between farmers and the consuming public, and thriving diverse agriculture entities. The district is currently a recipient of the grant and is requesting additional funding in the new grant cycle.

The district proposes increased staff capacity for farm to school coordination and events for students and staff, and procurement of new and whole/minimally processed California grown or produced foods from local farmers that practice climate-smart agriculture practices. This aligns with Board Resolution 21-02, approved by the Board on September 8, 2021, to promote local participation in procurement of food products for the district's student meal program.

Grant funding currently provided under this program is being used by the district for procurement of California organic food items. Local organic tangerines were added to menus in February and local organic 100% beef patties will be taste tested with students in March for potential addition to future menus. The district is planning to source local organic asparagus as a new menu item this spring.

FINANCIAL SUMMARY: The grant provides up to \$1 million over a two-year period. No district match is required.

PREPARED BY: Amanda Harvey, Director of Nutrition Services

CABINET APPROVAL: Karin Temple, Chief Operating Officer

DIVISION: Operational Services PHONE NUMBER: 457-3134

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Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 2022

AGENDA ITEM A-10

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

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

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

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

- Net Positive Consulting Engineers (Clovis, CA) Mechanical Engineering, RFQ Sec. 3
- BHL Architecture, Bryan Liebig (Sacramento, CA) Const. Inspection, RFQ Sec. 8
- Construction Quality Consultants, Denis Mayberry (Bakersfield, CA) Const. Inspection, RFQ Sec. 8
- David Doll (Fresno, CA) Const. Inspection, RFQ Sec. 8
- Inspectacon-Larry Montgomery (Burson, CA) Const. Inspection, RFQ Sec. 8
- Patmos Engineering & Inspection Corp. (Livermore, CA) Const. Inspection, RFQ Sec. 8
- Tom Little Inspections (Bakersfield, CA) Const. Inspection, RFQ Sec. 8
- Vital Inspection Services (Anaheim, CA) Const. Inspection, RFQ Sec. 8
- All Hazard EHS (Fresno, CA) Hazardous Materials and Indoor Air Quality Testing, RFQ Sec. 10
- Ardent General, Inc. (Fresno, CA) Const. Management, RFQ Sec. 14

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

The RFQ (over 100 pages) and responses are available for review in the Purchasing Department.

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

PREPARED BY: Ann Loorz, Executive Director, Purchasing DIVISION: Operational Services PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Karin Temple, Chief Operating Officer

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Fresno Unified School District **Board Agenda Item**

Board Meeting Date: April 06, 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 Proposed Revisions for Board Policies

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

- BP 0410 Nondiscrimination in District Programs and Activities
- BP 5131.2 Anti-Bullying
- BP 6145 Extracurricular & Cocurricular Activities
- BP 6145.2 Athletic Competition
- BP 6174 Education for English Learners

These revisions meet the legal mandates recommended by the California School Boards Association (CSBA), CDE's Federal Program Monitoring (FPM) requirements and best practices.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy Blue font – Clarification or readability changes **Peach font** – Subcommittee recommendation Grey font – New Policy, CSBA recommended **Green font** – Legally mandated/reference changes Teal header – *New Policy, non-CSBA proposed

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**

CABINET APPROVAL: Ambra O'Connor. Chief of Staff

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DIVISION: Constituent Services PHONE NUMBER: (559) 457-3838

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Fresno Unified Board Policy (BP) 0410 Nondiscrimination In District Programs And Activities

The Governing Board is committed to equal opportunity for all individuals in education. The District prohibits discrimination, harassment, intimidation, and bullying, based on actual or perceived race, color, religion, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, marital status, medical information, pregnancy, or parental status, physical or mentaldisability, sex, sexual orientation, gender, gender identity or expression, or genetic information; aperception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics in all District acts related to school activities, programs, practices, or school attendance within a school under the jurisdiction of the Superintendent.

The Governing Board is committed to providing equal opportunity for all individuals in district programs and activities. District programs, activities, and practices or school attendance within a school under the jurisdiction of the Superintendent shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age (40 and above), religion, marital status, pregnancy, parental status, childbirth, breast feeding/lactation status, medical condition, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 1240 - Volunteer Assistance) (cf. 4030 – Nondiscrimination in Employment) (cf. 4032 – Reasonable Accommodation) (cf. 4033 - Lactation Accommodation) (cf. 4119.11/4219.11/4319.11 – Sexual Harassment) (cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave) (cf. 5131.8 – Anti-Bullying) (cf. 5145.3 – Nondiscrimination/Harassment) (cf. 5145.7 – Sexual Harassment) (cf. 5146 – Married/Pregnant/Parenting Students) (cf. 1240 - Volunteer Assistance) (cf. 6145.2 – Athletic Competition) (cf. 6164.4 – Identification and Evaluation of Individuals for Special Education) (cf. 6164.6 – Identification and Education Under Section 504) (cf. 6178 – Career Technical Education) (cf. 6200 – Adult Education)

All individuals shall be treated equitably in the receipt of district and school services. Personally identifiable information collected in the implementation of any district program, including, but not limited to, student and family information for the free and reduced-price lunch program, transportation, or any other educational program, shall be used only for the purposes of the program, except when the Superintendent or designee authorizes its use for another purpose in accordance with law. Resources and data collected by the district shall not be used, directly or by others, to compile a list, registry, or database of individuals based on race, gender, sexual orientation, religion, ethnicity, national origin, or immigration status or any other category identified above.

(cf. 3540 - Transportation) (cf. 3553 - Free and Reduced Price Meals) (cf. 5145.13 - Response to Immigration Enforcement) District programs and activities shall also be free of any racially derogatory or discriminatory school or athletic team names, mascots, or nicknames.

The Superintendent or designee shall review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. They shall take prompt, reasonable actions to remove any identified barrier.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

Pursuant to 34 Code of Federal Regulations (CFR) 104.8 and 34 CFR 106.9, the Superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admissions and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code 48980 and, as applicable, in announcements, bulletins, catalogs, application forms, or other materials distributed by the district. As appropriate, such notification shall be posted in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations and shall be posted on the district's web site and, when available, district-supported social media.

(cf. 1113 - District and School Web Sites) (cf. 1114 - District-Sponsored Social Media) (cf. 1312.3 Uniform Complaint Procedures) (cf. 4031 – Complaints Concerning Discrimination in Employment) (cf. 4112.91/4212.91/4312.91 – Employee Notifications) (cf. 5145.6 – Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the Superintendent or designee. (Education Code 234.7)

District Compliance Officers

The Governing Board designates the following compliance officer (s) to receive formal and informal complaints from constituents, including students, and investigate them to ensure district compliance with law (Title II, V, IX, Title 5, Section 504 of the Rehabilitation Act):

	Executive Director/Equity <u>Title 5</u> Compliance Officer	Chief of Associate Superintendent, Human Resources
	Constituent Services Office	Title IX Officer/Age DA (Discrimination Act)
	Fresno Unified School District	Fresno Unified School District
	2309 Tulare Street	2309 Tulare Street
	Fresno, California 93721	Fresno, California 93721
	(559) 457-3736	(559) 457-3 730 3593
	Constituent.Services@fresnounified.org	titleix@fresnounified.org
	Section 504 Coordinator	Instructional Special Education Assistant Superintendent
	Fresno Unified School District	Special Education Office
	1301 M Street 4784 E. Dayton Avenue	Fresno Unified School District
	Fresno, CA 93726	1301 M Street
	(559) 457-3 <mark>220308</mark>	Fresno, CA 93721
	504@fresnounified.org	(559) 457-3220 spedleadership@fresnounified.org
,		nont to promote diversity training regial borressory

Concurrently the Board reaffirms its commitment to promote diversity training, racial harmony among its students, staff, and the community; and to promote education that is anti-racist and multicultural.

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities viewed in their entirety, shall be in compliance with the Americans with Disabilities Act (ADA) and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the Superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 6163.2 – Animals At School) (cf. 7110 – Facilities Master Plan) (cf. 7111 – Evaluating Exiting Buildings)

The Superintendent or designee shall ensure that the district provides auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies, or other modifications to increase accessibility to district and school web sites, note-takers, written materials, taped text, and Braille or large print materials. Individuals with disabilities shall notify the Superintendent or principal if they have a disability that requires special assistance or services.

Reasonable notification should be given prior to a school-sponsored function, program, or meeting.

(cf. 6020 – Parent Involvement) (cf. 9320 - Meetings and Notices) (cf. 9322 - Agenda/Meeting Materials)

The individual identified in AR 1312.3 - Uniform Complaint Procedures as the employee responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws is hereby designated as the district's ADA coordinator. They shall receive and address requests for accommodation submitted by individuals with disabilities and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Director of Benefits and Risk Management **Title II/ADA Coordinator** 2309 Tulare Street Fresno, CA 93721 Phone (559) 457-3520 Fax (559) 457-3838

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference: EDUCATION CODE 200-262.4 Prohibition of discrimination 48980 Parental notifications 48985 Notices to parents in language other than English 51007 Legislative intent: state policy GOVERNMENT CODE 8310.3 California Religious Freedom Act 11000 Definitions 11135 Nondiscrimination in programs or activities funded by state 12900-12996 Fair Employment and Housing Act 54953.2 Brown Act compliance with Americans with Disabilities Act PENAL CODE 422.55 Definition of hate crime 422.6 Interference with constitutional right or privilege CODE OF REGULATIONS, TITLE 5 4600-4670 Uniform complaint procedures 4900-4965 Nondiscrimination in elementary and secondary education programs UNITED STATES CODE, TITLE 20 1400-1482 Individuals with Disabilities in Education Act 1681-1688 Discrimination based on sex or blindness, Title IX 2301-2415 Carl D. Perkins Vocational and Applied Technology Act 6311 State plans 6312 Local education agency plans UNITED STATES CODE, TITLE 29 794 Section 504 of the Rehabilitation Act of 1973 UNITED STATES CODE, TITLE 42 2000d-2000d-7 Title VI, Civil Rights Act of 1964 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended 2000h-2000h-6 Title IX 12101-12213 Americans with Disabilities Act CODE OF FEDERAL REGULATIONS, TITLE 28 35.101-35.190 Americans with Disabilities Act 36.303 Auxiliary aids and services CODE OF FEDERAL REGULATIONS, TITLE 34 100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI 104.1-104.39 Section 504 of the Rehabilitation Act of 1973 106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially: 106.9 Dissemination of policy Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Protecting Students from Harassment and Hate Crime, January 1999 Notice of Non-Discrimination, January 1999 Nondiscrimination in Employment Practices in Education, August 1991 WEB SITES CSBA: http://www.csba.org CDE: http://www.cde.ca.gov U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr/index.html

Policy FRESNO UNIFIED SCHOOL DISTRICT adopted: March 12, 1992 Fresno, California revised: November 13, 1997 revised: August 22, 2012 revised: June 19, 2013 revised: May 14, 2014 revised: May 31, 2017 revised: February 21, 2018 revised: June 13, 2018 revised: December 18, 2019 **revised: Spring __, 2022**

Policy Section: 0000 Philosophy, Goals, Objectives and Comprehensive Plans



Fresno Unified Board Policy (BP) 5131.2 Anti-Bullying

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

(cf. 5131 – Conduct) (cf. 5136 – Gangs) (cf. 5145.3 – Nondiscrimination/Harassment) (cf. 5145.7 – Sexual Harassment) (cf. 5145.9 – Hate-Motivated Behavior)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images as defined in Education Code 48900 (Internet, social media, or other technologies using a telephone, computer, or any wireless communication device). Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

(cf. 5145.2 – Freedom of Speech/Expression) (cf. 6163.4 - Student Use of Technology)

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

(cf. 0420 – School Plans/Site Councils) (cf. 0450 – Comprehensive Safety Plan) (cf. 0460 - Local Control and Accountability Plan) (cf. 1220 – Citizen Advisory Committees) (cf. 1400 – Relations between Other Governmental Agencies and the Schools) (cf. 6020 – Parent Involvement)

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1020 - Youth Services)

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and

school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

(cf. 5137 – Positive School Climate)

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6163.4 – Student Use of Technology) (cf. 6142.8 – Comprehensive Health Education) (cf. 6142.94 – History-Social Science Instruction)

Such instruction shall also educate students about the negative impact of bullying, discrimination, intimidation, and harassment based on actual or perceived immigration status, medical information, color, marital status, religious beliefs and customs, or any other individual bias or prejudice.

The Superintendent or designee shall provide training to teachers and other school staff to raise their awareness about the legal obligation of the district and its employees to prevent discrimination, harassment, intimidation, and bullying of district students. Such training shall be designed to provide staff with the skills to:

1. Discuss the diversity of the student body and school community, including their varying immigration experiences

2. Discuss bullying prevention strategies with students, and teach students to recognize the behavior and characteristics of bullying perpetrators and victims

3. Identify the signs of bullying or harassing behavior

4. Take immediate corrective action when bullying is observed

5. Report incidents to the appropriate authorities, including law enforcement in instances of criminal behavior

(cf. 4131 – Staff Development) (cf. 4231 – Staff Development) (cf. 4331 – Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Filing of Complaints and Investigation

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Complaints of bullying shall be investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 – Sexual Harassment.

(cf. 1312.3 – Uniform Complaint Procedure)

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

When circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

If the student is using a social networking site or service to bully or harass another student, the Superintendent or designee also may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5144 – Discipline) (cf. 5144.1 – Suspension and Expulsion/Due Process) (cf. 5144.2- Suspension and Expulsion/Due Process (Students with Disabilities) (cf. 6159.4 – Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4117.3 - Dismissal) (cf. 4118 - Suspension/Disciplinary Action) (cf. 4119.21/4219.21/4319.21 - Professional Standards) (cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference: EDUCATION CODE 200-262.4 Prohibition of discrimination 32282 Comprehensive safety plan 32283.5 Bullying; online training 35181 Governing board policy on responsibility of students 35291-35291.5 Rules 48900-48925 Suspension or expulsion 48985 Translation of Notices 52060-52077 Local control and accountability plan PENAL CODE 422.55 Definition of hate crime 647 Use of camera or other instrument to invade person's privacy; misdemeanor 647.7 Use of camera or other instrument to invade person's privacy; punishment 653.2 Electronic communication devices, threats to safety CODE OF REGULATIONS, TITLE 5 4600-4687 Uniform complaint procedures **UNITED STATES CODE TITLE 47** 254 Universal service discounts (e-rate) CODE OF FEDERAL REGULATIONS, TITLE 28 35.107 Nondiscrimination on basis of disability; complaints CODE OF FEDERAL REGULATIONS, TITLE 34 104.7 Designation of responsible employee for Section 504 106.8 Designation of responsible employee for Title IX 110.25 Notification of nondiscrimination on the basis of age COURT DECISIONS Wynar v. Douglas County School District, (2013) 728 F.3d 1062 J.C. v. Beverly Hills Unified School District, (2010) 711 F. Supp. 2d 1094 Lavine v. Blaine School District, (2010) 279 F.3d 719 Management Resources:

CSBA PUBLICATIONS Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011 Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010 Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007 CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS Health Education Content Standards for California Public schools; Kindergarten Through Grade twelve, 2008 Bullying at School, 2003 U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS Dear Colleague letter: Harassment and Bullying, October 2010

Policy FRESNO UNIFIED SCHOOL DISTRICT adopted: June 5, 2013 Fresno, California revised: June 17, 2015 revised: June 13, 2018 revised: December 18, 2019 **revised: Winter __, 2022**

Policy Section: 5000 Students



Fresno Unified Board Policy (BP) 6145 Extracurricular And Cocurricular Activities

The Governing Board recognizes that extracurricular and cocurricular activities enrich the educational and social development of students and enhance students' feelings of connectedness with the schools and experiences of students. The district shall encourage and support student participation in extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.

(cf. 1330 - Use of School Facilities) (cf. 5137 - Positive School Climate) (cf. 6145.2 - Athletic Competition) (cf. 5148.2 - Before/After School Programs)

No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases. Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. (5 CCR 4925)

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

- (cf. 5145.3 Nondiscrimination/Harassment)
- (cf. 5145.7 Sexual Harassment)

(cf. 6145.5 - Student Organizations and Equal Access)

The district shall not provide or otherwise carry out any of its extracurricular or activities separately, or require or refuse participation therein by any of its pupils on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. (5 CCR Section 4925)

All pupil clubs shall have equal access to district facilities to conduct a meeting and a fair opportunity to meet within the limited open forum of the district, if the district has a limited open forum. (5 CCR Section 4927)

<u>Membership in student clubs must be open to all pupils regardless of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability. (5 CCR Section 4926)</u>

<u>A pupil shall be permitted to participate in sex-segregated school programs and activities and use facilities</u> <u>consistent with his or her gender identity, irrespective of the gender listed on the pupil's records. (EC Section</u> <u>221.5(f)</u>

Any complaint alleging unlawful discrimination in the district's extracurricular or cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Unless specifically authorized by law, no fee shall be charged to students for participation in extracurricular and cocurricular activities related to the educational program, including materials or equipment related to the activity.

(cf. 3260 - Fees and Charges) (cf. 3452 - Student Activity Funds) Extracurricular and cocurricular activities are an integral part of school life and often require as much careful planning and supervision as the academic subjects. However, care must be taken that these activities do not take precedence in importance over the subject matter areas, but remain in the position of supplementing the actual courses of study.

Eligibility Requirements

All students elected to student offices or who represent their schools in extracurricular and cocurricular activities shall maintain satisfactory citizenship records, and shall conform to the district's credit and grade requirements. Any student who does not maintain a satisfactory citizenship and academic record shall not be allowed to represent their fellow students, nor the school, for a period of time recommended by these regulations, but in no case, except when approved by the Governing Board, shall the time exceed 12 calendar months.

To be eligible to participate in extracurricular and cocurricular activities, students in grades 7-12 must demonstrate satisfactory educational progress in the previous grading period, including, but not limited to: (Education Code 35160.5)

- 1. Maintenance of a minimum of 2.0 grade point average on a 4.0 scale in all enrolled classes
- 2. Maintenance of minimum progress toward meeting high school graduation requirements

(cf. 5121 - Grades/Evaluation of Student Achievement) (cf. 6146.1 - High School Graduation Requirements)

The Superintendent or designee may grant ineligible students a probationary period not to exceed one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. (Education Code 35160.5)

However, Education Code 35160.5, as added by AB 908, allows the governing board of each school district to allow a probationary period to exceed one semester in length through the completion of the 2020–21 school year due to the impact of COVID-19.

(cf. 6173 - Education for Homeless Children) (cf. 6173.1 - Education for Foster Youth) (cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Elementary, Intermediate and High School Interscholastic Athletics

The Board recognizes the California Interscholastic Federation (CIF) as the regulatory body for interscholastic athletics for grades nine through twelve. Interscholastic athletics for grades nine through twelve shall be conducted in accordance with this policy the accompanying Administrative Regulations and shall comply with CIF rules except when this Board Policy and accompanying Administrative Regulation establishes a higher standard than the CIF rules.

Although CIF is not the regulatory body for interscholastic athletics for grades seven and eight, the Board adopts CIF rules pertaining to residential and transfer eligibility to interscholastic athletics for grades seven and eight. However, any residential and/or transfer eligibility determinations with regard to seventh and eighth grades will be made by the District, and the District's determinations are final and not subject to appeal to CIF or any other administrative agencies. The District shall apply CIF rules as appropriate with respect to seventh and eighth grade interscholastic athletics in the District. Administrative Regulations shall align with residential and transfer eligibility requirements for interscholastic athletics for seventh through twelfth grades as well as certain academic and other qualifications and requirements for participation in interscholastic athletics for all District students.

Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular and cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct.

Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

(cf. 5131 - Conduct) (cf. 5131.1 - Bus Conduct) (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Annual Policy Review

The Board shall annually review this policy and implementing regulations. (Education Code 35160.5)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference: EDUCATION CODE 35145 Public meetings 35160.5 District policy rules and regulations; requirements; matters subject to regulation 35179 Interscholastic athletics; associations or consortia 35181 Students' responsibilities 48850 Participation of homeless students and foster youth in extracurricular activities and interscholastic sports 48930-48938 Student organizations 49010-49013 Student fees 49024 Activity Supervisor Clearance Certificate 49700-49703 Education of children of military families CALIFORNIA CONSTITUTION Article 9, Section 5 Common school system CODE OF REGULATIONS, TITLE 5 350 Fees not permitted 4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance 5531 Supervision of extracurricular activities of pupils UNITED STATES CODE, TITLE 42 2000h-2-2000h-6 Title IX, 1972 Education Act Amendments COURT DECISIONS Hartzell v. Connell, (1984) 35 Cal. 3d 899 WEB SITES CSBA: http://www.csba.org California Association of Directors of Activities: http://www.cada1.org California Department of Education: http://www.cde.ca.gov California Interscholastic

Federation: http://www.cifstate.org Commission on Teacher Credentialing: http://www.ctc.ca.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT adopted: March 26, 1992 Fresno, California reviewed: February 2003 revised: May 14, 2014 revised: December 18, 2019 revised: March 17, 2021 **revised: Winter ___, 2022**

Policy Section: 6000 Instruction



Fresno Unified Board Policy (BP) 6145.2 Athletic Competition

The Governing Board recognizes that the district's athletic program constitutes an integral component of the district educational program and helps to build a positive school climate. The athletic program also promotes the physical, social, and emotional well-being and character development of participating students. The district's athletic program shall be designed to meet students' interests and abilities and shall be varied in scope to attract wide participation.

(cf. 3541.1 - Transportation for School-Related Trips)

- (cf. 5030 Student Wellness)
- (cf. 5137 Positive School Climate)
- (cf. 6142.7 Physical Education and Activity)
- (cf. 7110 Facilities Master Plan)

All athletic teams shall be supervised by qualified coaches to ensure that student athletes receive appropriate instruction and guidance related to safety, health, sports skills, and sportsmanship. Athletic events shall be officiated by qualified personnel.

(cf. 4127/4227/4327 - Temporary Athletic Team Coaches)

The Board encourages business and community support for district athletic programs, subject to applicable district policies and regulations governing advertisements and donations.

(cf. 1260 - Educational Foundation) (cf. 1321 - Solicitation of Funds from and by Students) (cf. 1325 - Advertising and Promotion) (cf. 1700 - Relations Between Private Industry and the Schools) (cf. 3290 - Gifts, Grants and Bequests)

Nondiscrimination and Equivalent Opportunities in the Athletic Program

The district's athletic program shall be free from discrimination and discriminatory practices prohibited by state and federal law, including, but not limited to, the use of any racially derogatory or discriminatory school or athletic team name, mascot, or nickname. The Superintendent or designee shall ensure that equivalent athletic opportunities are provided for males and females, and that students are permitted to participate in athletic activities consistent with their gender identity.

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

- (cf. 5145.3 Nondiscrimination/Harassment)
- (cf. 5145.7 Sexual Harassment)

No person shall on the basis of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise discriminated against in interscholastic, intramural, or club athletics. (5 CCR Section 4920).

A pupil shall be permitted to participate in sex-segregated school programs and activities, including athletic teams and competitions, and use facilities consistent with his or her gender identity, irrespective of the gender listed on the pupil's records. (EC Section 221.5(f))

The district shall not, on the basis of sex, exclude from participation in, or deny equivalent opportunity in, athletic programs. In determining whether equivalent opportunities are available to both sexes in athletic

programs, the factors a district shall consider, include, but are not limited to(5 CCR 4922(a)):

- (a) <u>Whether the selection of sports and levels of competition offered effectively accommodate the</u> interests and abilities of both sexes;
- (b) <u>The provision and maintenance of equipment and supplies;</u>
- (c) <u>Scheduling of games and practice times; selection of the season for a sport; location of the games and practices;</u>
- (d) <u>Travel and per diem allowances;</u>
- (e) <u>Opportunities to receive coaching and academic tutoring;</u>
- (f) Assignment and compensation of coaches and tutors;
- (g) <u>Provision of locker rooms, practice and competitive facilities;</u>
- (h) Provision of medical and training facilities and services;
- (i) <u>Provision of housing and dining facilities and services;</u>
- (j) <u>Publicity.</u>

The district shall ensure that athletic programs supported by public funds provide equal opportunity to both sexes for participation and for use of facilities. (*EC* Section 221.7(b)).

(a) <u>A school may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex. (34 CFR Section 106.33)</u>

The district accommodates the interests and abilities in athletics of both sexes by any one of the following tests (EC Section 230(d)):

- (a) <u>Opportunities for interscholastic-level participation for male and female pupils are provided in</u> <u>numbers substantially proportionate to their respective enrollments.</u>
- (b) <u>The history of the program and continuing practice of program expansion are demonstrably</u> responsive to the developing interest and abilities of members of the sex that has been and is <u>underrepresented among interscholastic athletes.</u>
- (c) Interests and abilities of the members of the underrepresented sex have been fully and effectively accommodated by the present program.

A school which only provides one team in a particular sport for members of one sex but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have previously been limited, members of the excluded sex must be allowed to try out and compete with the school's team. The same standards for eligibility shall be applied to every pupil trying out for a team, regardless (5 CCR Section 4921(b))

Any complaint regarding the district's athletic program shall be filed in accordance with the district's uniform complaint procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Student Eligibility

Eligibility requirements for student participation in the district's interscholastic athletic program, including requirements pertaining to academic achievement and residency, shall be the same as those set by the district for participation in extracurricular and cocurricular activities.

⁽cf. 3530 - Risk Management/Insurance)

⁽cf. 5111.1 - District Residency)

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

⁽cf. 6145 - Extracurricular and Cocurricular Activities)

⁽cf. 6146.1 - High School Graduation Requirements)

(cf. 6173 - Education for Homeless Children) (cf. 6173.1 - Education for Foster Youth) (cf. 6173.2 - Education of Children of Military Families)

In addition, the Superintendent or designee shall ensure that students participating in interscholastic athletics governed by CIF satisfy CIF eligibility requirements.

Students shall not be charged a fee to participate in an athletic program, including, but not limited to, a fee to cover the cost of uniforms, locks, lockers, or athletic equipment.

(cf. 3260 - Fees and Charges) (cf. 5143 - Insurance)

Participation in the district interscholastic athletic program shall be made available to those students who meet the eligibility requirements and demonstrate successful progress towards meeting graduation requirements.

(cf. 6145 - Extracurricular and Cocurricular Activities)

Sportsmanship

The Board values the quality and integrity of the athletic program and the character development of student athletes. Student athletes, coaches, parents/guardians, spectators, and others are expected to demonstrate good sportsmanship, ethical conduct, and fair play during all athletic competitions. They shall also abide by the core principles of trustworthiness, respect, responsibility, fairness, caring, and good citizenship and the Codes of Conduct adopted by CIF.

Students and staff may be subject to disciplinary action for improper conduct.

(cf. 1265 – Civility Policy) (cf. 3515.2 - Disruptions) (cf. 4118 - Suspension/Disciplinary Action) (cf. 4218 - Dismissal/Suspension/Disciplinary Action) (cf. 5131 - Conduct) (cf. 5131.1 - Bus Conduct) (cf. 5131.4 - Student Disturbances) (cf. 5144 - Discipline) (cf. 5144.1 - Suspension and Expulsion/Due Process) (cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Disabilities))

Health and Safety

The Board desires to give student health and safety the highest consideration in planning and conducting athletic activities.

Students shall have a medical clearance before participating in interscholastic athletic programs. Care shall be taken to ensure that all athletic training and competition are conducted in a manner that will not overtax the physical capabilities of the participants. When appropriate, protective equipment shall be used to prevent or minimize injuries.

(cf. 5131.61 - Drug Testing) (cf. 5131.63 - Steroids) (cf. 5141.3 - Health Examinations) (cf. 5141.6 - School Health Services) (cf. 5141.7 - Sun Safety) Coaches and appropriate district employees shall take every possible precaution to ensure that athletic equipment is kept in safe and serviceable condition. The Superintendent or designee shall ensure that all athletic equipment is cleaned and inspected for safety before the beginning of each school year.

(cf. 5142 - Safety)

The Superintendent or designee shall develop a written emergency action plan that describes the location of automated external defibrillator(s) and procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events. The plan shall be posted in accordance with guidelines of the National Federation of State High School Associations. (Education Code 35179.4)

In the event of a serious injury or a perceived imminent risk to a student's health during or immediately after an athletic activity, the coach or other district employee who is present shall remove the student athlete from the activity, observe universal precautions in handling blood or other bodily fluid, and/or seek medical treatment for the student as appropriate.

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens) (cf. 4119.43/4219.43/4319.43 - Universal Precautions) (cf. 5141 - Health Care and Emergencies) (cf. 5141.21 - Administering Medication and Monitoring Health Conditions) (cf. 5141.22 - Infectious Diseases)

California Interscholastic Federation

Any district school that participates in the California Interscholastic Federation (CIF) shall conduct its athletic activities in accordance with CIF bylaws and rules, and any applicable district policy and regulation. The Superintendent or designee shall have responsibility for the district's interscholastic athletic program, while the principal or designee at each participating school shall be responsible for site-level decisions, as appropriate.

The designated representative(s) shall vote on issues that impact interscholastic athletics at the league and section levels, perform any other duties required by the CIF league, and report regularly to the Board on league, section, and statewide issues related to athletic programs.

(cf. 0500 - Accountability)

The district ensures that each public elementary school, secondary school, and charter school offering competitive athletics shall make all of the following information publicly available at the end of the school year: (1) total enrollment of the school, classified by gender; (2) number of pupils enrolled at the school who participate in competitive athletics, classified by gender; and (3) number of boys' and girls' teams, classified by sport and competition level. (*EC* Section 221.9(a))

- (a) <u>The information shall reflect the total number of players on a team roster on the first official day of</u> <u>team competition. (EC Section 221.9(b))</u>
- (b) <u>This information shall be posted on the school's internet website, or if the school does not maintain</u> an internet website, on the district or charter school operator's internet website and the information for each school shall be shall be disaggregated by school site. (*EC* Section 221.9(c))
- (c) <u>All materials used to compile each school's information shall be retained by the school for a minimum</u> of three years after the information is posted on the Internet. (*EC* Section 221.9(d))

If the district reduces its athletic budget, it does so consistently with its legal obligation to comply with both state and federal gender equity laws. (*EC* Section 230(e)

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference: EDUCATION CODE 200-262.4 Prohibition of discrimination 17578 Cleaning and sterilizing of football equipment 17580-17581 Football equipment 32220-32224 Insurance for athletic teams, especially: 32221.5 Required insurance for athletic activities 33353-33353.5 California Interscholastic Federation; implementation of policies, insurance program 33354 California Department of Education authority over interscholastic athletics 33479-33479.9 The Eric Parades Sudden Cardiac Arrest Prevention Act 35160.5 District policies; rules and regulations 35179 Interscholastic athletics 35179.1 California High School Coaching Education and Training Program 35179.4 Emergency action plan 35179.5 Interscholastic athletics; limitation on full-contact practices 35179.6 Automated external defibrillator, athletic activities 48850 Interscholastic athletics; students in foster care and homeless students 48900 Grounds for suspension and expulsion 48930-48938 Student organizations 49010-49013 Student fees 49020-49023 Athletic programs; legislative intent, equal opportunity 49030-49034 Performance-enhancing substances 49458 Health examinations, interscholastic athletic program 49475 Health and safety, concussions and head injuries 49700-49701 Education of children of military families 51242 Exemption from physical education for high school students in interscholastic athletic program HEALTH AND SAFETY CODE 1797.196 Automated external defibrillator PENAL CODE 245.6 Hazing CODE OF REGULATIONS, TITLE 5 4900-4965 Nondiscrimination in elementary and secondary education programs, especially: 4920-4922 Nondiscrimination in intramural, interscholastic, and club activities 5531 Supervision of extracurricular activities of students 5590-5596 Employment of noncertificated coaches UNITED STATES CODE, TITLE 20 1681-1688 Discrimination based on sex or blindness, Title IX CODE OF FEDERAL REGULATIONS, TITLE 34

106.31 Nondiscrimination on the basis of sex in education programs or activities 106.33 Comparable facilities 106.41 Nondiscrimination in athletic programs

COURT DECISIONS Mansourian v. Regents of University of California, (2010) 602 F. 3d 957 McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275 Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990 Hartzell v. Connell, (1984) 35 Cal. 3d 899

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

CALIFORNIA INTERSCHOLASTIC FEDERATION PUBLICATIONS Athletic Department Emergency Action Plan: Response Teams California Interscholastic Federation Constitution and Bylaws A Guide to Equity in Athletics Guidelines for Gender Identity Participation Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians Event Emergency Guidelines, 2013 Pursuing Victory with Honor, 1999

Policy FRESNO UNIFIED SCHOOL DISTRICT adopted: March 26, 1992 Fresno, California revised: March 27, 1997 reviewed: August 22, 2001 revised: May 14, 2014 revised: December 18, 2019 **revised: Winter ___, 2022**

Policy Section: 6000 Instruction



Fresno Unified Board Policy (BP) 6174 Education for English Learners

The Governing Board intends to provide English learners (ELs) with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

English learners shall be provided English language development (ELD) instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas.

(cf. 6011 - Academic Standards) (cf. 6141 - Curriculum Development and Evaluation) (cf. 6161.1 - Selection and Evaluation of Instructional Materials) (cf. 6161.11 - Supplementary Instructional Materials) (cf. 6171 - Title I Programs)

English Learners have particular educational needs which must be addressed if they are to fully participate in the educational process. The district will provide an instructional program called Standards-based Content and Language Model that provides access to a challenging core curriculum while at the same time developing the full acquisition of English as rapidly and effectively as possible. The program for English learners shall be designed to promote positive self-concepts and cross-cultural understanding.

No middle or high school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and historysocial science, courses required to meet state and local high school graduation requirements, or courses required for middle school grade promotion

Any secondary English Learner student enrolled in U.S. schools for less than three years shall receive designated English Language Development according to the District English Learner placement guidelines. All English Learners, regardless of grade level and status (newcomer, on track, at-risk, LTEL) shall receive designated and integrated ELD.

2. A full course load of courses specified in item #1 above

3. Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

(cf. 0415 - Equity) (cf. 6141.4 - International Baccalaureate Program) (cf. 6141.5 - Advanced Placement)

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan) (cf. 3100 - Budget)

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

(cf. 0420 - School Plans/Site Councils) (cf. 1220 - Citizen Advisory Committees) (cf. 6020 - Parent Involvement)

Staff Qualifications and Training

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher Credentialing.

(cf. 4112.22 - Staff Teaching English Learners)

Professional Development

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

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

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

Identification and Assessment

The Superintendent or designee shall maintain procedures which provide for the early identification of English learners and an assessment of their proficiency early identification of English learners and an assessment of their proficiency using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until they are reclassified based on criteria specified in administrative regulation.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3 English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)

Language Acquisition Programs

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the stateadopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305- 306; 5 CCR 11309)

Designated ELD means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted ELD standards to assist English learners to develop critical English language skills necessary for academic content learning in English. Integrated ELD means instruction in which the state-adopted ELD standards are used in tandem with the state-adopted academic content standards. Integrated ELD includes specially designed academic instruction in English. (5 CCR Section 11300 [a, c])

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

A dual-language immersion program that provide integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

(cf. 6142.2 - World Language Instruction)

The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Redesignation (Reclassification)

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom.

Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

- 1. Progress of English learners towards proficiency in English
- 2. The number and percentage of English learners reclassified as fluent English proficient

3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1

- 4. The achievement of English learners on standards-based tests in core curricular areas
- 5. For any language acquisition program that includes instruction in a language other than English,
- student achievement in the non-English language in accordance with 5 CCR 11309
- 6. Progress toward any other goals for English learners identified in the district's LCAP
- 7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
- 8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee also shall provide the Board with regular reports from any district or school wide English learner advisory committees.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical information condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference: EDUCATION CODE 300-340 English language education, especially: 305-310 Language acquisition programs 313-313.5 Assessment of English proficiency 430-446 English Learner and Immigrant Pupil Federal Conformity Act 33050 State Board of Education waiver authority 42238.02-42238.03 Local control funding formula 44253.1-44253.11 Qualifications for teaching English learners 48980 Parental notifications 48985 Notices to parents in language other than English 52052 Accountability; Numerically significant student subgroups 52060-52077 Local control and accountability plan 52160-52178 Bilingual Bicultural Act 56305 CDE manual on English learners with disabilities 60603 Definition, recently arrived English learner 60640 California Assessment of Student Performance and Progress 60811-60812 Assessment of language development 62002.5 Continuation of advisory committee after program sunsets CODE OF REGULATIONS, TITLE 5 854.1-854.3 CAASPP and universal tools, designated supports, and accommodations 854.9 CASSPP and unlisted resources for students with disabilities 11300-11316 English learner education 11517.6-11519.5 English Language Proficiency Assessments for California UNITED STATES CODE, TITLE 20 1412 Individuals with Disabilities Education Act; state eligibility 1701-1705 Equal Educational Opportunities Act 6311 Title I state plan 6312 Title I local education agency plans 6801-7014 Title III, language instruction for English learners and immigrant students 7801 Definitions CODE OF FEDERAL REGULATIONS, TITLE 34 100.3 Discrimination prohibited 200.16 Assessment of English learners COURT DECISIONS Valeria O. v. Davis, (2002) 307 F.3d 1036 California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141 McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196 Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp.698 ATTORNEY GENERAL OPINIONS 83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources: CSBA PUBLICATIONS English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016 English Learners in Focus, Issue 3: Ensuring High-Quality Staff for EnglishLearners, Governance Brief, July 2016 English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017 Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015 Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013 English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014 U.S. DEPARTMENT OF EDUCATION PUBLICATIONS Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017 English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016 English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016 Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Policy FRESNO UNIFIED SCHOOL DISTRICT adopted: March 26, 1992 Fresno, California revised: September 12, 1996 revised: December 15, 1999 revised: June 18, 2014 revised: May 31, 2017 revised: June 2, 2021 **revised: Spring __, 2022**

Policy Section: 6000 Instruction

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 2022

AGENDA ITEM A-12

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

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

TITLE AND SUBJECT: Approve Proposed Board Meeting Dates for 2022/23 and 2023/24

Included for the Board's consideration and approval are proposed Board of Education meeting dates for the 2022/23 and 2023/24 school years. These dates will not preclude either additions or changes any time throughout the year.

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

PREPARED BY: Ambra O'Connor, Chief of Staff

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

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

SUPERINTENDENT APPROVAL:

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FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION REGULAR BOARD MEETING SCHEDULE 2022/23

ALL MEETINGS WILL BE HELD AT FRESNO UNIFIED SCHOOL DISTRICT EDUCATION CENTER, 2309 TULARE STREET – 2ND FLOOR MEETING TIMES WILL BE SPECIFIED ON THE AGENDA

<u>2022</u>

August 10 and 24 September 07 (Board Workshop), 14 and 28 October 12 and 26 November 09 December 07 and 14

<u>2023</u>

January 11, 18 (Board Workshop), and 25 February 08 and 22 March 01 (Board Workshop), 08 and 22 April 12 and 26 May 10 and 24 June 14 and 21

(Approval of these dates will not preclude either additions or changes at any time)

Board Approved April 06, 2022

FRESNO UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION REGULAR BOARD MEETING SCHEDULE 2023/24

ALL MEETINGS WILL BE HELD AT FRESNO UNIFIED SCHOOL DISTRICT EDUCATION CENTER, 2309 TULARE STREET – 2ND FLOOR MEETING TIMES WILL BE SPECIFIED ON THE AGENDA

<u>2023</u>

August 09 and 23 September 13, 20 (Board Workshop), and 27 October 04 and 18 November 01 and 15 (Board Workshop) December 06 and 13

<u>2024</u>

January 10, 17 (Board Workshop), and 24 February 07, 21, and 28 (Board Workshop) March 06 and 20 April 10 and 24 May 08 and 22 June 12 and 19

(Approval of these dates will not preclude either additions or changes at any time)

Board Approved April 06, 2022

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 2022

AGENDA ITEM A-13

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

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

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

ITEM DESCRIPTION: Included in the Board binders and recommended for ratification is a contract with Ralph Meza, who retired as the district's Transportation Director in 2012. Mr. Meza has been assisting Transportation with support and oversight 20-25 hours weekly since August 2021, and there is continued need for extra support though the new Director's onboarding period. Mr. Meza will report directly to the Chief Operating Officer and will assist with training bus driver candidates. The contract extension provides for Mr. Meza's assistance through May 31, 2022 at additional cost of \$14,400; the contract will total \$60,800.

FINANCIAL SUMMARY: Sufficient funding in the amount of \$60,800 (contract total since August 2021) are available in the General Fund.

PREPARED BY: Karin Temple, Chief Operating Officer

CABINET APPROVAL: Karin Temple, Chief Operating Officer

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

SUPERINTENDENT APPROVAL:

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

1.	School Site:	Transportation Department	•	
2.	Administrator:	Karin Temple	Telephone: 457-3134 .	
3.	Retiree:	Ralph Meza		
4.	Term	04/01/2022	Through: 05/31/2022 .	
5.	Budget:	030-07230-0925-0000-3600-5		
6.	Contract Amoun	t: Previous amount \$46,400, add	ditional amount \$14,400, total \$60,800.	<u>.</u>
7.	Scope of Work S	Summary: Extend contract servi	ces to assist with support and oversight of	Transportation Operations.
8.	Expected Results	s/Student Outcome: Support an	d oversight of Transportation Operations .	
9.	Date item is to a (Contracts of \$1:	ppear on Board of Education Ag 5,000. or more)	genda: 04/06/2022	

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:	Ralph Meza	Retiree I.D. Number:	1003986
Department	Transportation	Department Number:	0925
Position Title:	Acting Transportation Director	Hourly/Daily Rate of Pay:	60.00/hr.
Contract Period:	04/01/2022 - 05/31/2022	Contract Salary Not to Exceed:	14,400
Budget Number:	030-7230-0925-0000-3600-5899	School Site Plan:	N/A
Funding Source:	Transportation Dept.	During this fiscal year, have you signed any other retiree contracts?	No

<u>Ralph Meza</u> ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

- 1. <u>Offer of Employment:</u> 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. <u>Employment Classification:</u>
 - 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. <u>Length of Service:</u> The anticipated length of time for which you are employed is from <u>Aug. 09, 2021</u>, through <u>May 31, 2022</u>, 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. <u>Salary:</u> 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. <u>Credential(s) Held</u>: 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. <u>Conditions of Employment</u>: 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. <u>Modifications</u>: 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.

201 Date 's Signature Principal/Department Head Signature Retit Date Date

Funding Source Signature (Office of State & Federal) Assistant Superintendent

Associate Superintendent (that oversee above Mentioned Program)

Associate Superintendent, Human Resources

Board Approval Date: 04/06/22 Item#

SF265530v1

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 6, 2022

AGENDA ITEM A-14

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

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

TITLE AND SUBJECT: Ratify an Agreement between Fresno Unified School District Early Learning Department and Fresno County Superintendent of Schools

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District (FUSD) and Fresno County Superintendent of Schools (FCSS). FCSS is an ongoing partner in FUSD's work around supporting young dual language learners (DLLs). FUSD will partner with FCSS for participation in the Comprehensive Literacy State Development project. This 3-year project will continue to build FUSD early learning educators' capacity to serve young DLLs through continuous, practice-based professional development. Training will incorporate early literacy content based on evidence-based literacy practices for DLLs, such as dialogic reading for teachers and families, as well as the Personalized Oral Language Learning (POLL) strategies. Participating educators will receive coaching support to acquire skills and competencies that enable access to learning and effective participation in daily literacy experiences for DLLs.

FINANCIAL SUMMARY: Fresno Unified School District Early Learning Department will receive funding in the amount of \$339,000 over the course of the 3-year contract period.

PREPARED BY: Deanna Mathies, Executive Officer

CABINET APPROVAL: Lindsay Sanders, Chief Officer, Equity and Access DIVISION: Early Learning PHONE NUMBER: (559) 457-3471

SUPERINTENDENT APPROVAL:

<u>Lindsay Sanders</u> Lindsay Sanders (Mar 14, 2022 09:58 PDT)

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Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Fresno County Superintendent of Schools	1111 Van Ness Fresno, CA 93721	
Vendor Name 559-497-3803	Address Dr. Matilda Soria Vendor Contact Through: September 30, 2024	
Phone Number From: September 1, 2021		
Term (Duration) FUSD Contract Administrator: Deanna Mathies	Early Learning	559-457-3687
Name	Site/ Dept	Telephone number
Budget (Fund-Unit-DeptActivity-Object)		
Annual Cost 339000 (Contract w	vill not be authorized to exceed this amour	nt w/o BOE approval)

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

Scope of Work Summary:

Fresno County Superintendent of Schools (FCSS) is an ongoing partner in Fresno Unified School District's (FUSD) work around supporting young dual language learners (DLLs). FUSD will partner with FCSS for participation in the Comprehensive Literacy State Development (CLSD) project. This 3-year project will continue to build FUSD early learning educators' capacity to serve young DLLs through continuous, practice-based professional development. Training will incorporate early literacy content based on evidence-based literacy practices for DLLs, such as dialogic reading for teachers and families, as well as the Personalized Oral Language Learning (POLL) strategies. Participating educators will receive coaching support to acquire skills and competencies that enable access to learning and effective participation in daily literacy experiences for DLLs.

Yes V

No

Date Item is to appear on Board of Education Agenda:	4/6/22 Agenda Item #	(Contracts of \$15,000.00 or more,
Reviewed & approved by Cabinet Level Officer:	Lindsay Sanders (Mar 10, 2022 13:31 PST) Signed	Date
Reviewed & approved by Executive Director, Risk Management:	Gubew at	Vone 3/10/22
Please return signed contract to: Laura Aguilar	Early Learning	Duc
Name	Department	



COOPERATION AND SHARED RESPONSIBILITY AGREEMENT

("Agreement")

Legal Doc. No. of this signed Agreement (Legal use only): 136903

COVER

Program/Event: Comprehensive Literacy State Development Grant Program (CLSD)

AGENCY	1
Fresno Unified School District ("Agency") Attn: Deanna Mathies, Executive Officer 2309 Tulare Street Fresno, CA 93721 Phone: (559) 457-3687 Email: deanna.ma	athies@fresnounified.org
FCSS	
Fresno County Superintendent of Schools ("FCS Attn: Matilda Soria, Senior Director Dept.: Early Care and Education Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721 Phone: (559) 497-3831 Email: msoria@fcc	invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services – Accounts Payable, Fresno County Office of Education, 1111 Van Ness Ave,
CONTRACT TERM (see § 3.1)	TERMINATION DURING CONTRACT TERM (see § 3.2)
"Effective Date":September 1, 2021"Termination Date":September 30, 2024	Ground for Termination (mark one): X With cause With or without cause "Notice Period": At least 30 days before the effective date of termination of this Agreement

AGENCY OBLIGATIONS. Agency's obligations under this Agreement (collectively "Services") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:

1. What Services will Agency provide: Fresno Unified School District (FUSD) will partner with the Early Care and Education (ECE) Department of FCSS on the Comprehensive Literacy State Development Grant Program (CLSD) and participate in early literacy professional development and community of practice (CoP) sessions, encompassing evidence-based literacy practices for multilingual learners (MLs) birth to age five, such as dialogic reading and Personalized Oral Language Learning (POLL) strategies. Specifically, the FUSD Early Learning Department will recruit approximately 50-70 infant/toddler to Kindergarten instructional staff members (Teachers and Teacher's Aides) and Coaches to participate in these activities throughout the grant period. In addition, the FUSD team will participate in an annual Early Literacy Learning Project convening and an annual community of practice (CoP) session with other participants across the three-county (San Bernardino, Orange, and Fresno) collaborative. Further, the Early Learning Department will provide participating FUSD staff members/sites with coaching support and will support the development of a literacy action plan which is aligned with the California Comprehensive State Literacy Plan.

- 2. When will Agency provide the Services (mark one and complete as indicated):
 - Date Determined Agency will perform the Services on (state specific date(s)): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
 - X Date to be Determined The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, which date(s) shall be within the Contract Term.
- 3. Where will Agency provide the Services (state full address): Online The Parties' staff may mutually change the location if there is no change in the Contract Amount.
- 4. Full name of Agency staff who must perform the Services (leave blank if none designated):

FCSS OBLIGATIONS. FCSS' obligations under this Agreement (collectively "Services") include those required of FCSS in the General Terms and Conditions, any shared obligations stated below, and the following:

- 1. What Services will FCSS provide: Access to early literacy professional development.
- 2. When will FCSS provide the Services (mark one and complete as indicated):
 - Date Determined FCSS will perform the Services on (state specific date(s)): The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
 - X Date to be Determined The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, which date(s) shall be within the Contract Term.
- 3. Where will FCSS provide the Services (state full address): Online The Parties' staff may mutually change the location if there is no change in the Contract Amount.
- 4. Full name of FCSS staff who must perform the Services (leave blank if none designated):

SHARED OBLIGATIONS. The Parties shall each be responsible for the following obligations (leave blank if none):

RECITALS/OTHER TERMS AND CONDITIONS (leave blank if none):

CONTRACT AMOUNT AND PAYMENT SCHEDULE (mark each that applies and complete as indicated):

- _ NO PAYMENT. No monetary payment shall be made by or to either Party under this Agreement.
- PAYMENT TO FCSS. Agency (also refer to as "Payor") shall pay FCSS (also refer to as "Payee") pursuant to the following and the Pay Schedule stated below (mark one and complete as indicated):
 - _1. Fixed Installment: \$_____ per month/quarter/year, the sum of all payments shall equal the "Contract Amount" of \$_____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
 - _2. Rate/Not-To-Exceed Contract Amount: Services that FCSS performs in accordance with this Agreement, to be billed at \$_____ per hour in 15 minute increments OR pursuant to the rates set forth in Exhibit 1 and the sum of which shall not exceed the "Contract Amount" of \$_____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.
 - _3. Entire Contract Amount/Completion Of All Services: Entire "Contract Amount" of \$_____. FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.
 - _4. Other/Specified Amount, Paid Periodically: The "Contract Amount" of \$_____. FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.
- X PAYMENT TO AGENCY. FCSS (also refer to as "Payor") shall pay Agency (also refer to as "Payee") pursuant to the following and the Payment Schedule stated below (mark one and complete as indicated):
 - _1. Fixed Installment: _____ per month/quarter/year, the sum of all payments shall equal the "Contract Amount" of _____. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
 - _2. Rate/Not-To-Exceed Contract Amount: Services that Agency performs in accordance with this Agreement, to be billed at \$_____ per hour in 15 minute increments OR pursuant to the rates set forth in <u>Exhibit 1</u> and the sum of which shall not exceed the "Contract Amount" of \$_____. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.
 - _3. Entire Contract Amount/Completion Of All Services: Entire "Contract Amount" of \$_____. Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.
 - X4. Other/Specified Amount, Paid Periodically: The "Contract Amount" of \$339,000.00 to be paid as follows:
 - \$56,500.00 for Period 1: September 1, 2021 to June 20, 2022
 - \$113,000.00 for Period 2: July 1, 2022 to June 30, 2023
 - \$113,000.00 for Period 3: July 1, 2023 to June 30, 2024
 - \$56,500.00 for Period 4: July 1, 2024 to September 30, 2024
 - . Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.
- _ OTHER (leave blank if none):

Invoice and "Payment Schedule": Each invoice shall comply with Section 2.2 and must be received and approved by Payor before Payee may receive any payment under this Agreement. If <u>1</u>, <u>2</u>, or <u>4</u> is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment. If <u>3</u> is marked above, Payor shall pay Payee within 30 days after Payee has completed, in accordance with this Agreement, all Services required of Payee.

REQUIRED DOCUMENTS. Each document that is marked as required ("Required Document") shall be provided in accordance with the following:

- I. Payment Document. At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.4.1).
- E2. Proof of Insurance. Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)
- X3. Fingerprinting Certification From Agency. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification ("Fingerprinting Certification") before Agency commences performance of this Agreement, which form must be obtained from FCSS.
- X4. TB Certification From Agency. If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

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

AGENCY

FCSS

By:		
Print Name:	Santino Danisi	
Title:	Chief Financial Officer	

By:

Jim A. Yovino, Superintendent or Authorized Designee

NOTE - ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

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APPROVED AS TO FORM

ENC 3/10/22 Andrew De La Torre, Executive Director

Benefits & Risk Management

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Services and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement
- Article 4 Insurance
- Article 5 Indemnity
- Article 6 Dispute Resolution
- Article 7 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which the Parties shall cooperate and share responsibilities for performance of this Agreement, and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 PARTIES' OBLIGATIONS. Except as specifically stated otherwise on the Cover, each Party shall provide all labor, materials, supplies, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party (see definition in Article 5).

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively **"Work"**), that a Party prepares for or provides to the other Party pursuant to this Agreement: (A) the Work of each Party shall remain its property and that Party shall have all rights and interests thereto; (B) each Party grants to the other Party a limited license during the Contract Term to use and reproduce the portion of the other Party's Work necessary for the Party to perform this Agreement; and (C) upon termination of this Agreement and a Party's request, the other Party shall return any Work that belongs to the requesting Party. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.4 RECORDS AND INFORMATION.

- 1.4.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.
- 1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "Confidential Material") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized

viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

1.4.2 SCHOOL OFFICIAL DESIGNATION. To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("Pupil Records") that are subject to the Family Educational Rights and Privacy Act ("FERPA"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.

- 1.5.1 GENERALLY. Each Party shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.
- FEDERAL GRANT FUNDS. The provisions of this Subsection applies if this Agreement is paid, in 1.5.2 part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Each Party represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Each Party shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon a Party's request, whether during or after the Contract Term, the other Party shall cooperate with and provide the requesting Party with documents and information relating to this Agreement that are necessary for the requesting Party to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

SECTION 2.1 CONTRACT AMOUNT. Compensation, if any is required under this Agreement, shall be as stated on the Cover. Payor shall pay Payee, if any payment is due to Payee, in accordance with the Payment Schedule stated on the Cover.

SECTION 2.2 INVOICE AND ADDITIONAL IFNROMATION. Payee shall submit an itemized invoice and supporting documentation to Payor before Payee may receive any payment, if any is due to Payee under this Agreement. Upon receiving an invoice and if Payor objects to it and/or requires additional information, Payor shall notify Payee and Payee shall provide such information to Payor within 10 days after Payee receives Payor's notice. If Payees fails or refuses to provide the additional information, Payor shall have the right to withhold payment of any or all of the Contract Amount until such time that Payor receives such information from Payee.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("Contract Term") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

- 3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) With or Without Cause A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) With Cause A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.
- TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS 3.2.2 may terminate this Agreement effective on the date stated in FCSS' written notice of termination to Agency pursuant to any of the following: (A) Agency is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency's obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency's legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency's legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.
- 3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee's invoice and Payor's payment under this Subsection; and (D) upon Payor's payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively **"Force Majeure"**), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor's payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is requested and submitted an invoice and supporting information in accordance with Section 2.2. Payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) workers compensation with limits of not less than \$1,000,000; and (C) commercial automobile liability covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Except as stated on the Cover in which case such provisions shall govern to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("Indemnitor") shall: (A) indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "Claim" means any claim, demand, lawsuit, cause of action, action, cross-complaint, crossaction, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "Third Party" means a person who or an entity that is not any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an employee, agent, or volunteer of FCSS or a member, officer, or agent of the Fresno County Board of Education; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "Final Determination" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure

section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. A Party and its officers, employees, and any other person performing services for or on behalf of the Party shall not have any right or claim against the other Party for wages or employee compensation, social security benefits, workers compensation benefits, health benefits, vacation, sick leave, or other employee benefits. A Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by e-mail; and, if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

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Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 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 an Agreement between Fresno Unified School District and Fresno Economic Opportunities Commission

ITEM DESCRIPTION: Included in the Board binders is a Grant Agreement between Fresno Unified School District and Fresno Economic Opportunities Commission. Fresno Economic Opportunities Commission is a federally funded community-based program for income eligible pregnant women and children ages birth to five, inclusive of children with disabilities. They provide comprehensive child development and family support services, including education, social, emotional, health, nutrition, family support, and disability services. Fresno Economic Opportunities Commission (FEOC) will partner with Fresno Unified School District to provide a 5-year grant, funding 134 placements for children at five Fresno Unified Preschool sites, Calwa, Lincoln, Kirk, Lane, and Olmos. These schools were selected by Fresno EOC based on community needs. Children and families will experience enhanced services that include an increased dosage of instructional time, access to wrap-around services to meet their medical, dental, and mental health needs, and services for family well-being to support the achievement of family goals such as housing stability, continued education, and financial security.

FINANCIAL SUMMARY: The Fresno Unified School District Early Learning Department will receive additional funds in the amount of \$1,418,135 annually.

PREPARED BY: Deanna Mathies, Executive Officer

CABINET APPROVAL: Lindsay Sanders, Chief Officer, Equity and Access

Lindsay Sanders

DIVISION: Early Learning PHONE NUMBER: (559) 457-3471

SUPERINTENDENT APPROVAL:

Roht A. nelon



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

> SUPERINTENDENT Robert G. Nelson, Ed.D.

Dr. Robert G. Nelson Superintendent 2309 Tulare Street, Fresno, CA Fresno, CA 93721

Memo: Grant Agreement- FUSD/Fresno Economic Opportunities Commission

The attached Grant Agreement between Fresno Economic Opportunities Commission and Fresno Unified School District includes a request for your signature on vendor documents. Your signature and date is requested at the bottom of page 14 of the Agreement, indicated as "CONTRACTOR". If you have any questions, please contact Maria Ceballos at (559) 457-3623 or maria.ceballostapia@fresnounified.org

Thank you,

Maria Ceballos



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Fresno Economic Opportunities Commission	1920 Mariposa Street- Suite 305, Fresno, CA 93721		
Vendor Name (559) 263-1010	<i>Address</i> Emilia Reyes		
Phone Number	Vendor Contact Through: June 30, 2022		
From: 7/1/2021			
Term (Duration)			
FUSD Contract Administrator: Maria Ceballos Tapia	Early Learning Department	559-457-3623	
Name	Site/ Dept	Telephone number	
Budget (Fund-Unit-DeptActivity-Object)			
Annual Cost 1418135 (Contract will not b	e authorized to exceed this amount v	w/o BOE approval)	
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.	Yes 🔽	No 🗌	
Scope of Work Summary:			
Fresno Economic Opportunities Commission is a federally	funded community-based program fo	r income eligible pregnant	

women and children ages birth to five, inclusive of children with disabilities. They provide comprehensive child development and family support services, including education, social, emotional, health, nutrition, family support, and disability services. Fresno Economic Opportunities Commission will partner with Fresno Unified School District to provide a 5-year grant, funding 134 placements for children at five Fresno Unified Preschool sites, Calwa, Lincoln, Kirk, Lane, and Olmos. Children and families will experience enhanced services that include an increased dosage of instructional time, access to wrap-around services to meet their medical, dental, and mental health needs, and services for family well-being to support the achievement of family goals such as housing stability, continued education, and financial security.

Date Item is to appear on Board of Education Agenda:	04/06/22 Agenda Item #	(Contracts of \$15,000.00 or more)
Reviewed & approved by Cabinet Level Officer:	Lindsay Sanders (Mar 10, 2022 13:31 PST) Signed	Date
Reviewed & approved by Executive Director, Risk Management:	June Signed	2011 4/1/2022 Date
Please return signed contract to: Laura Aguilar	Early Learning Depa	rtment
Name	Department	



Linda Hayes Board Chair Emilia Reyes Chief Executive Officer

This AGREEMENT is made between FRESNO ECONOMIC OPPORTUNITIES COMMISSION called "GRANTEE" and FRESNO UNIFIED SCHOOL DISTRICT hereinafter called "CONTRACTOR," to furnish certain services described in Appendix E - I, entitled "Scope of Work" which is attached to and incorporated herein by reference, upon the terms and conditions stated in this Agreement. GRANTEE and CONTRACTOR shall be collectively referred to as "the Parties" for the purposes of this Agreement.

1. TERM

1.1. The term of this Agreement shall be for a period beginning on 7/1/2021 and ending on 6/30/2022, unless otherwise terminated in accordance with Section 13 of this Agreement.

2. FEDERAL AGREEMENT INFORMATION (required as per 45 CFR Part 75.352):

2.1.	Federal Award Identification	Funds provided through this agreement are from federal sources.
2.2.	CONTRACTOR Name	Fresno Unified School District
2.3.	CONTRACTOR Unique Identifier	
2.4.	Federal Award Identification Number	09CH012031
2.5.	Federal Award Date	July 1, 2021
2.6.	Subaward Period of Performance	July 1, 2021 – June 30, 2022
2.7.	Amount of Federal Funds Obligated by This Action	\$1,418,135
2.8.	Total Amount of Federal Funds Obligated to This CONTRACTOR	\$1,418,135
2.9.	Total Amount of Federal Award	\$42,202,883
2.10.	Federal Award Project Description	Head Start and Early Head Start Program
2.11.	Name of HHS Awarding Agency	ACF/HS/Region IX
2.12.	Name of Pass Through Entity	Fresno Economic Opportunities Commission

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2.13.	Awarding Official Name and Contact	Emilia Reyes, CEO
	mormation	Fresno Economic Opportunities Commission
		559.263.1010 / emilia.reyes@fresnoeoc.org
2.14.	Head Start 0 to 5 Director	Rosa M. Pineda
		(559) 263-1200/ rosa.pineda@fresnoeoc.org
2.15	CFDA Name and Number	Head Start / 93.600
2.15.	Research and Development Award	N/A
2.16.	Indirect Cost Rate	9%

3. REPRESENTATIONS AND COMPLIANCE WITH LAWS

- 3.1. CONTRACTOR warrants and represents that CONTRACTOR and its personnel have the required licenses, certifications and clearances from Department of Justice (DOJ), Federal Bureau of Investigation (FBI), & Child Abuse Central Index (CACI) to perform the scope of services described in Appendix D, Scope of Work, including such work as may involve contact with children.
- 3.2. CONTRACTOR further certifies that CONTRACTOR has not been suspended or disbarred from public contracting or otherwise precluded from performing the services to be provided pursuant to this Agreement due to any violation of laws or regulations that may be applicable to said services. CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions.

4. COMPENSATION AND PAYMENTS

- 4.1. Not to Exceed Amount. The compensation paid by GRANTEE under this Agreement shall be in an amount not to exceed \$1,418,135 inclusive of all travel and lodging, taxes, fees, costs, overhead, and expenses. Any amendment to this Agreement which increases the compensation paid hereunder shall be in writing and fully executed by GRANTEE and CONTRACTOR. GRANTEE shall not be responsible for any tax liability, costs or expenses arising out of or related to CONTRACTOR's performance of this Agreement.
- 4.2. Certifications and Clearances Required. CONTRACTOR acknowledges and agrees that GRANTEE may withhold funds otherwise due pursuant to this Agreement if CONTRACTOR and, or its personnel do not have the necessary certifications and clearances for contact with children and the Scope of Work to be performed under this Agreement requires such contact, or contact with children is likely to occur. This paragraph shall apply from the time the lack of certification/clearance occurs until CONTRACTOR and its personnel obtain the requisite certifications/clearances.
- 4.3. Schedule of Payments. The compensation paid to CONTRACTOR pursuant to this

agreement shall be made in accordance with agreed upon rates and performance milestones set forth in the Appendix C hereto, entitled "Compensation and Schedule of Payments," which is incorporated herein by reference.

- 4.4. Payments. Payments will be made upon GRANTEE's receipt of CONTRACTOR's monthly invoice, which shall be accompanied by supporting documentation and contain sufficient detail as determined by the GRANTEE responsible administrator. The parties understand and agree that GRANTEE shall not reimburse CONTRACTOR for charges or expenses which are identified as non-reimbursable expenses in Appendix C. Monthly reports are due no later than the fifth (5th) day of each month, including invoices for the previous month.
- 4.5. GRANTEE may correct or replace CONTRACTOR's unsatisfactory or defective work if after ten (10) calendar day's written notice, to CONTRACTOR, CONTRACTOR fails or refuses to correct the defective or unsatisfactory work and the cost of GRANTEE's repair or replacement of said defective work shall be deducted from any amounts due or to become due to CONTRACTOR under this Agreement.
- 4.6. CONTRACTOR will agree to participate and collaborate in monitoring as specified in Scope of Work and in compliance with Head Start Program Performance Standards 1302.102.

5. KEY PERSONNEL

- 5.1 The parties acknowledge that CONTRACTOR was selected by GRANTEE to provide the services according to the Scope of Work of this Agreement in part on the basis of the qualifications of CONTRACTOR'S staff. CONTRACTOR shall ensure that Key Personnel identified in "Appendix D, Head Start Scope of Work: Education 1302 Subpart C"are available to perform work and assigned to perform the work under this Agreement as long as such Key Personnel are employed by CONTRACTOR.
- 5.2. CONTRACTOR will provide written updates within thirty (30) days to the GRANTEE responsible administrator when changing Key Personnel (Administrator, Center Director, Teacher, and Teacher Assistant). Acceptance by the GRANTEE responsible administrator of a change in Key Personnel or identification of Key Personnel in the initial Agreement shall not constitute any assumption of responsibility or liability on the part of GRANTEE for the individuals identified as Key Personnel's ability to perform.

6. INDEPENDENT CONTRACTOR

6.1. CONTRACTOR or any agent or employee of CONTRACTOR shall be deemed at all times to be an independent contractor and not an employee of GRANTEE. CONTRACTOR shall be wholly responsible for the manner in which it performs the services required under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between GRANTEE and CONTRACTOR or its agents and employees. Any direction from GRANTEE shall be construed as providing for direction as to conformity to GRANTEE policy and not as the means by which such a result relating to CONTRACTOR's work is obtained. GRANTEE does not retain the right to

control the means or the method by which CONTRACTOR performs work under this Agreement.

6.2. CONTRACTOR shall be solely responsible for all costs and expenses incidental to the performance of services as outlined in Appendix D in accordance with the Scope of Work (Appendix D-Appendix J), including but not limited to, all costs of equipment, employees, agents, fees, fines, licenses, bonds, state and federal income tax, unemployment insurance, and all applicable withholdings required or imposed against CONTRACTOR or CONTRACTOR's employees, interns, volunteers, subcontractors, agents or representatives.

7. USE OF GRANTEE/CONTRACTOR EQUIPMENT

- 7.1. CONTRACTOR will supply all tools and instruments required to perform the services under this Agreement. CONTRACTOR is not required to purchase or rent any tools, equipment or services from GRANTEE.
- 7.2. CONTRACTOR maintains children educational records containing personal identifying information and health information which is protected under state and federal law. GRANTEE shall have access to these protected educational records for purposes of reporting and monitoring as per federal requirements.

8. INSURANCE

Without in anyway limiting CONTRACTOR'S liability pursuant to the "Indemnification" section of this Agreement, CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

- 8.1. General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
- 8.2. General Liability Insurance Endorsements.
 - a. General Liability Insurance Endorsement for Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse. Such coverage shall provide for defense outside of liability limits and provide liability coverage of \$5 million per sexual abuse injury. Such insurance must include coverage for sexual abuse perpetrated by an intern, psychologist, counselor, employee, officer or director, business invitee, volunteer or representative, and agent.
 - b. General Liability Insurance Endorsement for Negligence Related to Corporal Punishment providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of corporal punishment. Such coverage shall provide for defense outside of liability limits and provide liability coverage of \$5 million per corporal punishment injury. Such insurance must include coverage for corporal punishment perpetrated by an intern, psychologist, counselor, employee,

officer or director, business invitee, sub-contractor, volunteer or representative, and agent.

- c. Each and every General Liability Policy and Endorsement shall include the following:
 - 1. Name as Additional Insured GRANTEE, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
 - 2. State that such policy is primary insurance to any other insurance available to the Additional Insured, with non-contributory wordings, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
 - 3. If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
- 8.3. Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless GRANTEE from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of this Agreement.
- 8.4. Professional Liability (E & 0) Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$1,000,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

9. VERIFICATION OF INSURANCE COVERAGE

9.1. The CONTRACTOR shall furnish certificates of insurance to the GRANTEE responsible administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the GRANTEE Procurement Director of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the GRANTEE Vice President of Human Resources within (10) ten calendar days of written request.

CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the GRANTEE Procurement Director any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the GRANTEE Procurement Director within (10) ten calendar days of written request.

10. INDEMNIFICATION

10.1. Each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("Indemnitor") shall: (A) indemnify and hold harmless the other Party ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California law and shall survive the termination of this Agreement. "Claim" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "Third Party" means a person who or an entity that is not any of the following: (A) a Party; (B) an employee, director, officer, member, volunteer, or agent of Contractor; (C) an employee, director, officer, member, volunteer, or agent of Grantee; or (D) contracted with (whether directly or through a subcontract of any level} or otherwise retained by a Party to act for or on the Party's behalf. "Final Determination" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

11. DEFAULT

11.1. Acceptance of Defective Work. The parties understand and agree that GRANTEE has the right to withhold payments from CONTRACTOR for any unsatisfactory service until such time as GRANTEE determines, in its sole discretion, that the service is performed satisfactorily. GRANTEE may temporarily accept work that GRANTEE deems to be defective or unsatisfactory and require that CONTRACTOR'S remedy or replace its defective or unsatisfactory work at CONTRACTOR'S sole expense. Payments made pursuant to this Agreement shall not waive or diminish CONTRACTOR obligation to perform its duties under this Agreement to the satisfaction of GRANTEE and in accordance with the dates and milestones set forth in Appendix C, Compensation and Schedule of Payments, nor shall payments to CONTRACTOR waive or diminish CONTRACTOR'S obligation to remedy or replace its unsatisfactory work or performance if CONTRACTOR is requested to do so by GRANTEE in accordance this Agreement. The parties understand and agree that GRANTEE shall not pay interest or late charges for sums which may be due, or which may become due to CONTRACTOR under this Agreement.

- 11.2. If CONTRACTOR fails to comply with any substantial term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CONTRACTOR shall be in default. Upon the occurrence of a default hereunder GRANTEE, in addition to all remedies available to it by law, may immediately, upon written notice to CONTRACTOR, terminate this Agreement whereupon all payments, advances, or other compensation paid by the GRANTEE to CONTRACTOR while CONTRACTOR was in default shall be immediately returned to the GRANTEE. CONTRACTOR understands and agrees that termination of this Agreement under this section shall not release CONTRACTOR from any obligation accruing prior to the effective date of termination. In the event of termination due to default, in addition to the foregoing, GRANTEE may also suspend or withhold reimbursements from CONTRACTOR until such time as the actions giving rise to default have been cured.
- 11.3. CONDITIONS CONSTITUTING DEFAULT. A finding of Default and subsequent termination for cause may include, without limitation, any of the following:
 - a. CONTRACTOR fails to obtain or maintain the insurance or endorsements, certifications, licenses, and, or clearances herein required.
 - b. CONTRACTOR fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement.
 - c. CONTRACTOR fails to commence the work to be performed under this Agreement within the time provided or contemplated herein, or fails to complete the work to be performed under this Agreement in a timely manner as required by this Agreement and/or stated in Appendix C Payment and Compensation and Appendix D-Appendix J Scope of Work.
 - d. CONTRACTOR fails to submit an invoice for work performed within sixty (60) days of completion of the contract.
 - e. CONTRACTOR fails to report violations to the GRANTEE (Grantee's Head Start Director) and Community Care Licensing (CCL) immediately.

11.4. TIME TO CURE DEFAULT. The GRANTEE responsible administrator shall provide written notice to CONTRACTOR as to a finding of default, and CONTRACTOR shall take all necessary action to cure said default within ten (10) calendar days of the Default or a longer time as GRANTEE may state in said notice, after which time GRANTEE may terminate the Agreement. The GRANTEE responsible administrator at their sole discretion may allow additional days to perform any required cure if CONTRACTOR provides written justification deemed reasonably sufficient.

12. DISPUTE RESOLUTION

- 12.1. Prior to any action or resort to any legal remedy, GRANTEE and CONTRACTOR agree to exercise reasonable efforts, will negotiate in good faith, and make an attempt to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If GRANTEE's Head Start Director and CONTRACTOR'S Executive Officer-Early Learning cannot resolve disputes through such negotiations, then each Parties' representative will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the representatives conducting the initial negotiation.
- 12.2. CONTRACTOR understands and agrees that all disputes between CONTRACTOR and GRANTEE based upon an alleged violation of the terms of this Agreement by GRANTEE shall be submitted for resolution to the GRANTEE'S Chief Program Officer in writing.
- 12.3. Should the CONTRACTOR and the GRANTEE Responsible Administrator fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing, with all supporting documentation, to the Chief Financial Officer. Upon receipt of said notification the Chief Financial Officer shall review the issues relative to the dispute and issue a written finding.
- 12.4. Should the CONTRACTOR and the GRANTEE'S Chief Financial Officer fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing within five (5) calendar days of the issuance of the written finding to the GRANTEE'S Chief Executive Officer. Failure to submit such appeal of the written finding within the stipulated timeframe shall constitute acceptance of the GRANTEE'S Chief Financial Officer's finding by the CONTRACTOR. Upon receipt of said notification the GRANTEE'S Chief Executive Officer shall review the issues relative to the dispute and issue a written finding.
- 12.5. If the executives cannot resolve the dispute to the satisfaction of both Parties, then GRANTEE and CONTRACTOR may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration.

13. MEDIATION -WAIVER OF JURY TRIAL

13.1. In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the performance of this Agreement and/or following the completion of the work to be performed under this Agreement the parties to this Agreement agree, that all disputes between them shall be submitted to non-binding mediation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find

mutually acceptable, will conduct any Mediation Proceedings in Fresno County, State of California, or another mutually agreeable location if the parties so agree in writing. The parties will split the costs of a certified mediator on a 50/50 basis.

13.2. In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

14. TERMINATION

- 14.1. Written Notice. This Agreement may be terminated by either party, in its sole discretion, upon ninety (90) day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent. Upon termination of this Agreement, all documents, including all electronic copies related to work authorized under this Agreement, whether finished or not, must be turned over to the responsible administrator. The CONTRACTOR shall be paid all sums earned up to the date of termination as stated in the written notices provided by GRANTEE, in accordance with provisions of Appendix C, Payment and Compensation, provided that such documentation is turned over to the responsible administrator within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by CONTRACTOR until all documentation is delivered to the responsible administrator.
- 14.2. Failure to perform. GRANTEE, upon written notice to CONTRACTOR, may terminate this agreement should CONTRACTOR fail to perform properly any of its obligations hereunder. In the event of such termination, GRANTEE may proceed with the work in any reasonable manner it chooses. The cost to GRANTEE of completing CONTRACTOR'S performance will be deducted from any sum due CONTRACTOR under this Agreement, without prejudice of GRANTEE's right to recover damages.
- 14.3. The termination provisions set forth an incremental process for termination that allows the Parties the opportunity to communicate regarding their dispute and attempt to informally resolve the matter before terminating the Agreement and thereby avoid unnecessary interruption or costs associated with litigation.

15. CONFLICT OF INTEREST

15.1. CONTRACTOR warrants and represents that it has read, understands and will comply with the Conflict of Interest laws and requirements for the State of California. CONTRACTOR further represents that to the best of their knowledge there exists no actual or potential conflict between the CONTRACTOR'S family, business or financial interest and the services provided under this Agreement and in the event of any change in either private interests or services under this Agreement, CONTRACTOR will immediately notify GRANTEE of any question regarding possible conflict of interest which may arise as a result of such change.

16. PRIVACY OF CHILD RECORDS

- 16.1. Both Parties and their respective employees, interns, volunteers, subcontractors agents and representatives shall comply at all times with the requirements relating to the confidentiality of "Protected Health Information" (PHI) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder (collectively, "HIPPA") as is necessary for the performance of the duties and responsibilities under this agreement. Failure to comply with the provisions shall constitute a material breach of this agreement. It is possible that in providing the services, both Parties and their employees, interns, volunteers, subcontractors, agents and representatives may have or be provided access to "protected health information" (PHI) as that term is defined in HIPPA. Both parties acknowledge that all protected health information shall be treated as confidential information.
- 16.2. If either Party obtains access to child education records in connection with the work performed under this Agreement, said party agrees to hold all child education records that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent in accordance with federal and state law, including, but not limited to the "Family Education Rights and Privacy Act" (FERPA) as amended 20 U.S.C. 1232g; 34 C.F.R. § 99.33 (a), (b) and California Education Code§ 49064 and §49076, and the Head Start Program Performance Standards 1303 Subpart C- Protections for the Privacy of Child Records.
- 16.3. Limitation on Use. Both Parties agree to use each child education record that it may receive pursuant to this Agreement solely for a purpose(s) consistent with its authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.33 (a) (2). Recordkeeping Requirements. Both Parties agree to comply with the requirements governing maintenance of records of each request for access to and each disclosure of, child education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- 16.4. Acknowledgement of Receipt of Notice of Family Educational Rights Privacy Act Regulations. By signature of its authorized representative or agent on this Agreement, both Parties, hereby acknowledge that it has been provided with the notice required under 34 C.F.R.§ 99.33(d) that it is strictly prohibited from re-disclosing child education records, or personally identifiable information contained in child education records, that it may receive pursuant to this Agreement to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.
- 16.5. Return or Destruction of Child Education Records. Upon termination, cancellation, expiration, or other conclusion of this Agreement, CONTRACTOR shall return all copies of child records that it has received from GRANTEE pursuant to this Agreement within thirty (30) calendar days or, if return of records is not feasible or desirable as determined by GRANTEE, CONTRACTOR shall instead promptly destroy any and all copies of GRANTEE education records in its possession upon written request from GRANTEE and shall further confirm such destruction in writing to GRANTEE within thirty

(30) calendar days of the destruction of the data. CONTRACTOR will follow all federal and state regulations pertaining to return and/or destruction of Child Education Records as appropriate.

- 16.6. As a general matter, health information that is included in Child Educational Records is excluded from HIPPA, and is covered by the child records privacy regulations promulgated under FERPA and Cal. Ed. Code § 49076. Child health information contained in educational records must be protected from disclosure in the same manner as education records that are maintained by an educational institution or agency in compliance with FERPA. (FERPA 20 U.S. Code § 1232(g) (4) (A) and (6) (1); HIPPA 45 C.F.R. 160.103 (2) (i) and (2) (ii)). If either Party obtains access to Child Education Records that include health information, in connection with the work performed under this Agreement, whether such health information be oral or recorded in any form or medium, said Party agrees to hold all Child Education Records and health information that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); Cal. Ed. Code§ 49076 (3)).
- 16.7. Notwithstanding the foregoing, a covered entity may use or disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. (45 C.F.R. § 164.512 (b)(1) (ii)); Cal. Ed. Code§ 49076 (2)(A).

17. AUDIT AND INSPECTION OF RECORDS

17.1. The CONTRACTOR agrees to maintain and make available to GRANTEE promptly upon request accurate accounting and other records relative to its obligations under this Agreement. The CONTRACTOR will participate promptly and cooperatively in any audits conducted by GRANTEE or its nominee, and permit GRANTEE or a representative to perform an audit, examine and make copies from such books and records during regular business hours at a location in Fresno County, California or a mutually agreeable location. The CONTRACTOR shall maintain such data and records for a period of not less than seven years after final payments under this Agreement or until after final audit has been completed, whichever is later.

18. SUBCONTRACTING

18.1. The CONTRACTOR is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

19. ASSIGNMENT

19.1. It is understood, and agreed that the services to be performed by the CONTRACTOR are personal in character and neither this Agreement nor any duties or obligations

hereunder shall be assigned or delegated by the CONTRACTOR without the prior written consent of the responsible GRANTEE administrator or the designee.

20. NON-DISCRIMINATION

20.1. CONTRACTOR agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, ancestry, physical disability, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

21. DEPARTMENT OF JUSTICE CLEARANCES AND FINGERPRINTING

21.1. CONTRACTOR must assure and provide documentation to the GRANTEE that appropriate Department of Justice Clearance and Fingerprinting is completed on all staff prior to hiring. CONTRACTOR must track their own staff and ensure compliance with most updated clearances and records from the Department of Justice (DOJ), Federal Bureau of Investigation (FBI), & Child Abuse Central Index (CACI). Any GRANTEE staff person coming to CONTRACTOR sites must have appropriate clearances.

22. MANDATED REPORTER TRAINING

22.1. In order to maintain consistency and reliability in compliance with mandated reporting and promote the health and welfare of children, CONTRACTOR its employees, interns, volunteers, subcontractors, agents, and representatives who will or may have access to children through this Agreement shall complete mandated reporter training provided by the GRANTEE. This includes but is not limited to the AB-1207 Mandated Child Abuse Reporting. CONTRACTOR must ensure the appropriate mandated reporter training is completed. CONTRACTOR must track their own staff and ensure compliance with most updated trainings. Any GRANTEE staff person coming to CONTRACTOR sites must have completed most updated trainings.

23. TUBERCULOSIS SCREENING

23.1. Both parties must ensure the appropriate tuberculosis screening is completed. Each Party must track their respective staff and ensure compliance. Any GRANTEE staff person coming to CONTRACTOR sites must have appropriate clearances. CONTRACTOR must provide supporting documentation of compliance.

24. CHILD CARE FACILITIES IMMUNIZATIONS AND EXEMPTIONS

- 24.1. Each employee and volunteer shall be immunized against influenza, pertussis, and measles and receive an influenza vaccination between August 1 and December 1 of each year, unless exempt from doing so pursuant to Health and Safety Code § 1596.7995. Pursuant to §1302.47(5)(vi); and §1302.94 all staff, volunteers, and those contractors whose activities involve contact with or providing direct services to children and families, must be fully vaccinated from COVID-19, other than those employees:
 - a. For whom a vaccine is medically contraindicated;

- b. For whom medical necessity requires a delay in vaccination; or
- c. Who are legally entitled to an accommodation with regard to the COVID-19 vaccination requirements based on an applicable Federal law.
- d. Those granted an accommodation outlined in a-c of this section must undergo SARS-COV-2 testing for current infection at least weekly with those who have negative test results to remain in the classroom or working directly with children. Those with positive test results must be immediately excluded from the facility, so they are away from children and staff until they are determined to no longer be infectious
- 24.2. All employees working with Head Start children must report their vaccination status to the GRANTEE in writing no later than December 31, 2021. §1302.93
- 24.3. If either Party has personnel that may have contact with children at a child care facility, said Party shall maintain immunization records for each employee, agent, intern, or volunteer. CONTRACTOR must provide supporting documentation of compliance.
- 24.4. Both Parties acknowledge and agree that:
 - a. Both Parties certify and agree that its employees, interns, volunteers, subcontractors, agents, and representatives may only be exempt from this requirement if said Party maintains a written statement from a physician licensed pursuant to Business and Professions Code Section 2050 declaring that because of the person's physical condition or medical circumstances, immunization is not safe; or submits a written statement from a physician licensed pursuant to Business and Professions Code Section 2050 providing that the person has evidence of current immunity.

25. CODE OF CONDUCT

25.1 CONTRACTOR must assure compliance with Fresno EOC Policy 5020 (APPENDIX J). Standards of Performance and Conduct for all staff working with Head Start children.

26. WAIVER

26.1. GRANTEE's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which GRANTEE is entitled, nor shall it in any way affect the right of GRANTEE to enforce such provisions thereafter.

27. VENUE

27.1. This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Fresno County.

28. SECTION HEADINGS

28.1. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

29. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS

29.1. Original copies of this Agreement shall be executed by the respective Party's authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

30. SEVERABILITY

30.1. If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

31. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing via electronic communication or physical notice(s) and sent to at least one of the following addresses:

a. NOTICE TO THE GRANTEE OFFICE:

Address: 1920 Mariposa Street- Suite 305, Fresno, CA 93721

Phone: (559) 263-1200

Fax: (559) 263-1287

Email: Emilia.Reyes@fresnoeoc.org

b. NOTICE TO THE CONTRACTOR:

Address: 2309 Tulare Street, Fresno, CA 93721

Phone: (559) 457-3000

Fax: (559) 457-3377

Email: Bob.Nelson@fresnounified.org

Taxpayer ID: 942478279

32. NO THIRD PARTY BENEFICIARY

32.1. No persons other than the CONTRACTOR and GRANTEE shall have any rights whatsoever under this Agreement.

33. SIGNATURES OF THE PARTIES

GRANTEE	CONTRACTOR]	
Name: Emilia Reyes	Name: Bob Nelson	
Title: Chief Executive Officer	Title: Superintendent	
Signature:	Signature:	
Date Signed:	Date Signed:	

APPROVED AS TO FORM

Andrew De La Torre, Executive Director Benefits & Risk Management

APPENDIX A PROJECTS MILESTONES AND DELIVERABLES FOR ENROLLED CHILDREN

Project Milestone List project milestones and number them below	Date for Completion ("On or about" when date is not established)	Person required to comply	
1. Pedestrian Safety Curriculum §1302.46 (b)(v)	30 days from date of entry	Teacher	
2. 30-day physical exam requirement & Health History §1302.42 (a)	30 days from date of entry	Contractor and Grantee	
3. 45-day hearing, vision, developmental screening mandate 1302.42 (b)(2)	45 days from date of entry	Contractor and Grantee	
4. 90-day dental exam requirement §1302.42 (b)	90 days from date of entry	Contractor and Grantee	
5. First home visit §1302.50, §1302.34	Completed before first day of entry	Teacher	
6. Second home visit §1302.50, §1302.34	January	Teacher	
7. 1 st Parent/Teacher Conference §1302.50, §1302.34	October	Teacher	
8. 2 nd Parent/Teacher Conference §1302.50, §1302.34	April	Teacher	
8. Child Screenings (ASQ-SE & ASQ 3)§1302.33	45 days from date of entry	Teacher	
9. Ongoing assessments (DRDP)- §1302.33	1 st : August-September Teacher 2 nd : October-January; 3 rd : January-April		

APPENDIX B DELIVERABLES AND ACCEPTANCE CRITERIA

	Deliverables	Acceptance Criteria		
1.	Sign-in sheet for Pedestrian Safety Curriculum within 30 days of entry. §1302.46 (b)(v)	Teachers will enter data into ChildPlus within 10 days following the 30-day requirement.		
2.	Physical exam per child within 30 days of entry. §1302.42 (a)	Head Start Nurse to enter data into ChildPlus 10 days following the 45-day requirement.		
3.	Hearing/vision screening within 45 days of entry. 1302.42 (b)(2)	Family Support Assistants/ Head Start Nurse to enter data into ChildPlus within 10 days following the 45-day requirement.		
4.	ASQ3 and ASQ-SE within 45 days of entry. §1302.33	Teachers will enter data into ChildPlus within a week following the 45-day requirement.		
5.	Dental exams within 90 days of entry. §1302.33	Data entered in ChildPlus within 10 days following the 90-day requirement.		
6.	First home visits to be completed before first date of entry. §1302.50, §1302.34, §1302.12	Data entered in ChildPlus within 45 days of entry date.		
7.	Second home visits to be done in January §1302.50,§1302.34	Data entered in ChildPlus no later than 1 week of completion.		
8.	Monthly manager's reports from Grantee and Contractor covering enrollment, family services, health, education, inclusion, nutrition, attendance, and parent/staff trainings. §1302.101,§1302.102	Manager's reports emailed to Head Start Director monthly by the 5th of each month.		
9.	Provide personnel information once a year, including education degree, fingerprint clearance, Child Development Permit level, language spoken, ethnicity quarterly in the months of November, February, and May. §1302.90, §1302.91	Reports to be provided tri-annually to the Head Start Director in November, February, and May of each program year.		
	0. Schedule and document two Parent/Teacher onferences. §1302.50, §1302.34	Reports to be provided on completed conferences and entered into Child Plus (October and April).		

11. Collect DRDP information three times per year. §1302.33 (b), §1302.102 (c)(2)(ii)	Summary and detailed DRDP reports on three data collections (August-September 30th; October-January; January-April) using Learning Genie according to time lines.		
12. Participate and collaborate with Head Start personnel to update the School Readiness Goals. §1302.102 (a)(3)	By September 30th of each year attend the school readiness goals committee meeting.		
13. Ensure and provide documentation prior to hiring of staff that all staff working with children receive annual Child Abuse Training. §1302.92 (b)(3)	Sign-in sheets and certificates of completion.		
14. Produce documents for program monitoring in the areas of Education 1302 Subpart C; Health 1302 Subpart D; Family and Community Services 1302 Subpart E; Program Management and Design 1302 Subpart J; Enrollment 1302 Subpart A; Standards of Performance and Conduct Policy 5020;	Review and analyze selected reports and observations during self-assessment for continuous fidelity implementation, improvements and support (monthly);		
15. Multi Area Visitation Environmental Checklist (MAVEC)	Reports to be provided tri-annually to the Head Start Director in November, February, and May of each program year.		

MONITORING AND ASSESSMENT

Grantee shall conduct on-going monitoring and assessment of the CONTRACTOR and will confer with the CONTRACTORS staff as deemed necessary. The CONTRACTOR agrees to fully cooperate with Grantee and with any other organization or individual engaged by Grantee for this purpose. The Director shall have the responsibility in collaboration with the Office of Head Start and Quality Assurance Manager for monitoring and assessing the Contractor's performance and compliance with results-based performance measures with respect to program, administrative, and financial management; the requirements as set forth in the Agreement; as described in the CONTRACTORS award letter; as outlined in the Head Start Act; and in any other applicable regulations. All such monitoring and assessments shall be conducted in accordance with the procedures and criteria outlines in the Monitoring and Assessment Procedure and shall conform to the standards outlined therein; and shall embrace the criteria delineated in the Head Start Program Performance Standards.

In the exercise of this responsibility, the Head Start Director, designates the Quality Assurance Manager to assist in carrying out this function. The CONTRACTOR shall provide all reasonable assistance and facilities for the convenience of monitoring and assessment unit or team, in executing the performance assessment process. Grantee, or through its authorized representative and or team and CCDF staff, has the right, at all reasonable times, to inspect or otherwise monitor and assess the work performed. Or

being performed and the premises in which said work is being performed. If any inspection or monitoring and assessment is made of the premises or the program of the Contractor, all such inspections and monitoring and assessments shall be performed in such a manner as will not unduly delay the work of the CONTRACTOR.

In accordance with the Office of Head Start and the Grantee's Monitoring and Assessment Procedure, Quality Assurance Manager shall issue a written report summarizing its findings. In the event that the monitoring reveals areas of concern, Head Start Director shall provide written notification to the Contractor requesting additional information, responses, steps and/or a corrective action plan to be approved by Executive Officer, Early Learning (Fresno Unified School District) and Grantee within 3 days. At a minimum, each corrective action plan must: identify the agency staff member responsible for addressing the areas of concern; the resources needed to correct the problem(s); and the time frame necessary to complete all corrective action items. During the period of corrective action, Grantee and Office of Head Start shall continue to monitor the CONTRACTOR, as necessary, to ensure proper resolution of the findings and concerns. The Contractor must fully cooperate with Grantee, Federal or State Agencies during this entire process.

APPENDIX C PAYMENT AND COMPENSATION

Fiscal Management and System Standards 45 CFR § 75.303

The expenditures of all Head Start program funds by the CONTRACTOR are required to be accounted for in accordance with proper accounting methods. The CONTRACTOR shall establish and maintain a consistent system of accounting and fiscal management to assure adequate internal controls that provide for timely, accurate, current and complete disclosure of financial information while providing for oversight and protection of federal funds that must meet the following minimum standards:

- 1. Records must be maintained which identify adequately the source and application of funds for grant supported activities. These records shall, among other things, contain information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.
- 2. Effective control over and accountability for all grant award funds, property and other assets must be developed and maintained. The CONTRACTOR shall adequately safeguard all such property and shall assure that it is used solely for authorized purposes.
- 3. Obligations may not be incurred in a program unless the budget or forecast plan includes an appropriation authorizing the obligation and an unobligated balance remains in the appropriation sufficient to pay in the current fiscal year the sums obligated by the transaction for the current year.

Total Compensation Amount \$1,418,135.00

The total not to exceed amount of this Professional Services Agreement is \$1,418,135.00

Rate		
Compensation rate is based on per child		
enrolled, per month.		
Head Start: \$1,007.91 per child monthly/ \$10,583.10 per child annually.		

The services performed under this agreement will be compensated in accordance with the CONTRACTOR rate schedule noted above.

Unallowable Costs- as defined in the Cost Principles in 45CFR75. INVOICES

INVOICES

CONTRACTOR will submit to GRANTEE completed Invoice form monthly. The original demand, with appropriate documentation attached, including invoices for facility improvement purchases shall be submitted to the GRANTEE responsible administrator for review and approval. All information related to legal services, worker's compensation, employee benefits and children related matters are considered to be confidential in nature. GRANTEE responsible administrator will submit invoices to GRANTEE Accounts Payable for processing by the tenth (10th) business day of each month. GRANTEE generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. Costs will be estimated and reconciled by the end of contract term.

Reporting Dates/Invoices/Fiscal Administration

The CONTACTOR shall submit two copies of the following reports to the Head Start Director:

1. Program Information Report Summary - Due: 5th day of each month.

2. Narrative Progress Report – reports by component objectives, accomplishments, training event and problems of the program. Due: Quarterly – 10th day of each month.

3. Center class listing noting names, address, age, whether children with special needs, and status of parents (whether working or in training) Due: Quarterly – 10th of each month.

4. Quarterly Training Plan Update – describe all training activities that occurred during that period. Due: Quarterly – 10th day of the month after quarter end.

5. QIP (Quality Improvement Plan) Tracking Report Due: 5th day of each month after selfassessment findings are determined.

6. Enrollment Report A (identify children receiving CCDF vouchers) Due: 5th day of each month

7. Attendance Report Due 5th day of each month.

8. Disabilities Report: Due: 5th day of each month to identify whether there have been changes in the enrollment of children with special needs.

9. In-Kind Report/Documentation Due 5th day of each month

10. Financial Reports Due Quarterly 10th day of month after quarter end

11. Staffing Report including employee's credentials due Quarterly 10th day of month after quarter end.

12. The CONTRACTOR shall also submit to Grantee all other necessary reports which may be required by the Department of Social Services, Health and Human Services, or CCDF.

13. Grantee will work with CONTRACTOR to ensure all data required is entered in Child Plus.

14. Not-later-than June 30th, the CONTRACTOR will furnish Grantee with two copies of a final written report which will include an analysis of accomplishments and problems encountered the first twelve months and will be responsive to any questions or other requests for information by Grantee. Not later than December 30th the CONTRACTOR will furnish Grantee with two copies of a final written report which will include an analysis of accomplishments and problems encountered the six-month period following July 1st and will be responsive to any questions or other requests for information by Grantee. Thereafter, the 12-month period report will be due annually on July 31.

Fiscal Reports

- 1. Monthly reports for the prior month are due no later than the tenth (10th) of each month, including invoices for the previous month.
- 2. A monthly report will be submitted by the CONTRACTOR with the invoice that will include the following:
 - a. Monthly roster and Average Daily Attendance 2301 report for Head Start children
 - b. Enrollment changes (either terminations, transfers, drops or new enrollments)
 - c. Total enrollment and year-to-date enrollment
 - d. Budget versus Actual Expense reports/invoice for services
 - e. Any key staff changes (Directors/Teacher/Teacher Assistants)
 - f. Monthly In-Kind contributions
 - g. Child and Adult Food Program One Month Enrollment Roster
 - h. Daily Meal Counts
 - i. Site Monitoring Report forms (4 times annually)
- 3. Staffing Requirements. CONTRACTOR will ensure all staff paid by Head Start funds comply with Head Start Staffing qualification requirements as outlined in the Head Start Program Performance Standards §1302.91 and Head Start Act of 2007.
- 4. CONTRACTOR must submit a budget annually to GRANTEE's Director of Fiscal Services indicating how Head Start funds will be utilized meeting all fiscal requirements outlined in the contract. 45 CFR §§ 75.301 and 75.342

Fiscal Monitoring

Monitoring of the agency's actions to correct any audit findings and other actions necessary to comply with applicable laws (including regulations) governing financial statements and accounting practices. Fresno EOC will monitor fiscal compliance through a

Schedule of Reporting Requirements

Activity	Date	Receiving Entity			
Annual Budget Development and Review 45 CFR §§ 75.301 and 75.342	September 10	Finance Manager/Chief Financial Officer			
Annual Independent Audit Head Start Act § 642(c)(1)(E)(iv)(VII)(cc)-(dd)	No later than nine months after fiscal year end	Finance Manager/Chief Financial Officer			
Actions to Correct Audit Findings Head Start Act § 642(c)(1)(E)(iv)(VII)((dd)	No later than nine months after fiscal year end	Finance Manager/Chief Financial Officer			
Annual Review of Contractor Fiscal Policies and Procedures 45 CFR § 75.511	Beginning of each Contractor's fiscal year	Finance Manager/Chief Financial Officer			
Documentation of Fiscal Staff Qualifications 45 CFR § 1302.91 (c), Head Start Act 642 (f)(i)	Beginning of each Contractor's fiscal year.	Finance Manager/Chief Financial Officer			
Personnel Time and Effort Tracking 45 CFR § 75.430	10th day after quarter end	Finance Manager/Chief Financial Officer			
Insurance and Bonding/Insurance Coverage Documentation Insurance and Bonding (45 CFR § 1303.12, 45 CFR § 75.317) Insurance coverage (45 CFR § 1303.52)	Beginning of each fiscal year	Finance Manager/Chief Financial Officer			

PAYMENT PROVISIONS

Contractor: Fresno Unified School District

Taxpayer ID#: 942478279

Address: 2309 Tulare Street, Fresno, CA 93721

Payment Limit- GRANTEE's total payments to Contractor under this Contract shall not exceed \$1,418,135.00.

Cost Basis Contracts

- 1. **Payment Basis** Subject to the Payment Limit, payments to the Contractor for all services provided for GRANTEE under this Contract shall only be for costs that are allowable costs that are actually incurred in the performance of Contractor's obligations under this Contract as evidenced by the timely provision of services to families and submittal of monitoring reports, invoices and the Program Information Report.
- Payment Amounts Subject to later adjustments in total payments as provided below and subject to the Payment Limit of this Contract, GRANTEE will pay Contractor as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

	Per child annual rate	Number of children	Subtotal (\$)	Grand Total	Service Days	Contract Service Months
Head Start	\$10,583.10	134	\$10,583.10	\$1,418,135.00	170	10.5

- 3. **Head Start** A minimum of 134 Head Start children for 6 hours a day, for 170 days, for 10.5 months (July 1 to June 30), with the acknowledgement that 2021-2022 will not meet this requirement due to aforementioned reasons.
- 4. **Non-Federal Share** This grant is subject to the requirements for contribution of the nonfederal match and approval of key staff, the limitations on development and administrative costs and employee compensation, and prior written approval for the purchase of equipment and other capital expenditures and the purchase, construction and major renovation of facilities.

The Head Start program requires twenty-five percent (25%) match from Contractor. Contractor shall provide in-kind or cash contributions in the amount of \$354,534.00 associated with this contract.

- 5. **Payment Demands** Contractor shall submit written demands. Said demands shall be made on Claim for Reimbursement for Services Furnished and in the manner and form prescribed by GRANTEE. Contractor shall submit said requests for payment no later than 30 calendar days from the end of the month in which the contract services upon which such request is based were actually rendered. Upon approval of said payment services upon which such request is based were actually rendered. Upon approval of said payment requests by the head of the GRANTEE Department for which this Contract is made, or its designee, GRANTEE will make payments as specified in Paragraph 2. (Payment Amounts) above.
- 6. Right to Withhold GRANTEE has the right to withhold payment to the Contractor when, in the opinion of the GRANTEE expressed in writing to the Contractor, (a) the Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented (b) Contractor has failed to sufficiently itemize or document its request(s) for payment as outlined in the Service Plan.

7. Contractors Obligations

- a. Contract program regulations Contractor shall administer and operate a full day, 6 hours a day, for 170 days, for 10.5 months (July 1 to June 30), comprehensive early childhood care and education services program for children whose families meet the Federal Income guidelines and other eligibility requirements of the Federal Head Start programs as outlined in the Federal Head Start Program Performance Standards, which is available for inspection at www.ohs.ad.hhs.gov.
- b. Contract Services Contractor shall:
 - i. Provide 6-hour full day Head Start program enhancement services as outlined in the "Head Start Scope of Work" (Appendix D) to 134 Head Start eligible children, ages three (3) to five (5). Program services shall be provided as follows:
 - 1. 134 full day Head Start eligible children six (6) hours per day, 1020 hours per year, for a maximum of 20 children per classroom.
- c. Service Facilities Contractor shall:
 - i. Provide services in facilities that have a current license from the State of California Department of Social services, Community Care Licensing Division (CCLD).
 - ii. Maintain facilities to meet Head Start Program Performance Standards as stated in 1302.47 and the Head Start ACT of 2007.
 - iii. Provide GRANTEE with copies of appropriate licenses prior to commencement of service.
 - iv. Notify GRANTEE in writing of any changes in license status of any facility used for services in the performance of this contract.

v. Notify GRANTEE in writing of any citation issued by CCLD for a facility used to provide services to children under this contract. Written notification to GRANTEE must be within 24 hours of issuance of citation.

Payment Provisions

A. Unit of Services

For the purposes of payment, one unit is defined as one child enrolled for one day in any given month. One month of full-day Head Start enhancement services for one enrolled child, for a minimum of 10.5 months during the term of this Contract. The dollar amount specified as a unit of service shall be determined from Reasonable and Allowable Costs.

B. GRANTEE's Obligation

GRANTEE shall perform the administrative services required of Grantee that are designed to maintain compliance with the requirements outlined and included in the grant application for Head Start funding submitted to U.S. Department of Health and Human Services, Administration for Children and Families.

APPENDIX E

HEAD START SCOPE OF WORK: EDUCATION 1302 Subpart C

Contractor will:

- 1. Serve a minimum of 134 Head Start children for 6 hours a day, for 170 days, for 10.5 months (July 1 to June 30) 1302.21(c)(2)(iii), with the acknowledgement that 2021-2022 will not meet this requirement due to the official execution date of this contract.
- 2. Classrooms must be licensed by Community Care License Under Title 22 with the required 35 square feet indoors and 75 square feet outdoors per child.
- 3. Hire teaching and support staff that meet Head Start and licensing regulations as outlined in the Head Start Program Performance Standards and the Head Start Act of 2007. Fifty percent (50%) of teachers need to obtain a BA nationwide, teacher assistants need to obtain a Child Development Associate Teacher Permit in Early Childhood Education.
 - a. Head Start center-based teacher qualification requirements (i) The Secretary must ensure no less than fifty percent of all Head Start teachers, nationwide, have a baccalaureate degree in child development, early childhood education, or equivalent coursework (ii) As prescribed in section 648A(a)(3)(B)27 of the Act, a program must ensure all center-based teachers have at least an associate's or bachelor's degree in child development or early childhood education, equivalent coursework, or otherwise meet the requirements of section 648A(a)(3)(B) of the Act. The CONTRACTOR must also ensure staff meet the requirements of CL-797 including individuals must meet all requirements for the Child Development Permit at the Teacher Permit level and California Community Care Licensing requirements.
 - b. Head Start assistant teacher qualification requirements. As prescribed in section 648A(a)(2)(B)(ii) of the Act, a program must ensure Head Start assistant teachers, at a minimum, have a CDA credential or a state-awarded certificate that meets or exceeds the requirements for a CDA credential, are enrolled in a program that will lead to an associate or baccalaureate degree or, are enrolled in a CDA credential program to be completed within two years of the time of hire. Teachers Assistants must have obtained at Child Development Associate Teacher Permit in compliance with CL-797.
- 4. Ensure that all staff working for Head Start will attend staff In-Services, by providing release of time, for no less than 15 hours to ensure understanding of and compliance with Head Start guidelines. §1302.92, 648A(a)(5)
- 5. Provide release time (as needed) for training and technical assistance and reflective consultation. §1302.92,648A(a)(5)
- 6. Align curriculum to meet school readiness goals established by the Head Start program (see Appendix J). §1302.32

- 7. Provide two (2) home visits and two (2) Parent/Teacher Conferences for every child during program year in accordance with the program calendar established by the GRANTEE. §1302.50, §1302.34
- Ensure ongoing Child Assessments /DRDP data is submitted according to timelines outlined in this contract -three times per year: September, January, and April. §1302.33,§1302.102 (c)(2)(ii)
- Conduct Developmental and Behavior Screening within forty-five (45) days of a child's first day of school and enter data into ChildPlus within one week following screenings. §1302.33, §1302.102
- 10. Provide reports that document that staff have reviewed the results of developmental and behavior screening within thirty (30) days after it was completed and discuss results with parents. §1302.33, §1302.102, §1302.50, §1302.34
- 11. Identify and refer children for special needs and discuss results with parents. 1302.60,§1302.61, §1302.62, §1302.63, §1302.41, §1302.46
- 12. Refer children identified with concerns from screening to mental health agencies, or school districts for further assessment. 1302.60, §1302.41, §1302.46,§1302.45
- 13. Implement Creative Curriculum and other supporting strategies as defined by Head Start Program Performance Standards section 1302, and Head Start Act of 2007.
- 14. Include the Head Start Early Learning Outcomes Framework in curriculum implementation and education policies and procedures. Utilize ECERS and CLASS data to develop program improvement plans to improve child outcomes two times per year as stipulated in the procedures (attached). §1302.33, §1302.102 (c)(2)(ii)
- 15. Ensure all lesson plans, children's education goals and ongoing assessments align with Head Start Early Learning Outcomes Framework and comply with any monitoring recommendations provided by the GRANTEE. §1302.33, §1302.102 (c)(2)(ii)
- 16. Participate in program monitoring and activities related to children and services. §1302.101, §1302.102
- 17. Ensure teaching staff attend training provided by the GRANTEE and implement instruction in alignment with Early Learning Outcomes Framework and set children goals that align with DRDP aggregated data. §1302.31, §1302.32, §1302.102(c)(2), §1302.92, 648A(a)(5)
- Identify, based on DRDP and CLASS data analysis, training goals for teaching staff during the months of October and April and track progress by using professional development plan. §1302.101, §1302.102, 648A(a)(5)

- 19. Report teachers progress of professional development plan quarterly. §1302.92
- 20. Submit DRDP and ECERS scores and develop monitoring, record keeping, reporting systems and program policies/procedures that are aligned with Head Start Program Performance Standards, Early Learning Outcomes Framework, CLASS, and ECERS. CONTRACTOR will submit DRDP reports during the months of September, January, and April. §1302.101, §1302.102, §1302.92
- 21. Make improvements based on Annual Self-Assessment, cross-monitoring and/or federal review results in accordance with program improvement plan established by the GRANTEE. §1302.101, §1302.102, §1302.92
- 22. Input information into ChildPlus related to home visits, Parent/Teacher Conferences, intentional curriculum implementation, planning and teaching, individualization, observations/ongoing child assessments, forty-five (45) day mandates, and lesson planning. Provide GRANTEE administrative access to reports. §1302.101, §1302.102
- 23. Provide annually Pedestrian Safety to parents and children within thirty (30) days of the child's date of entry. §1302.46 (b)(v)
- 24. By June 30, each year, develop/update policies and procedures regarding kindergarten readiness and transition. §1302.70,§1302.101
- 25. Release Center/Teacher Directors for monthly education meetings and to attend trainings required to support their teaching staff at the site level. §1302.31, §1302.32, §1302.102(c)(2), §1302.92, 648A(a)(5)
- 26. Monitor curriculum planning and implementation, individualization and kindergarten readiness and forward monthly monitoring reports to the Head Start Director. §1302.101, §1302.32
- 27. Provide a coaching plan [HSPPS 1302.92 (c)] that includes the following: a. Group and one-onone options
 - a. In-person and virtual coaching options
 - b. Frequency of coaching, method used, and data collection efforts
 - c. Supports and Resources for coaching in the program
 - d. Sample of coaching documents used
 - e. Intensive and non-intensive, per HSPPS 1302.92(c)(3) and HSPPS 1302.91(f)
 - f. Coach designated for intensive coaching meets HSPPS 1302.92(c)(4)(ii)

GRANTEE will:

- 1. Invite CONTRACTOR to relevant professional development trainings (Collaborate on Coaching and Creative Curriculum) §1302.92(c), §1302.32 (a)(2)
- 2. Provide guidance and support as needed §1302.32 (a)(2)

- 3. Assigned staff will review educational data §1302.32 (a)(2)
- 4. Train and provide technical assistance in the following:
 - a. Federal Head Start regulations, Head Start Program Performance Standards, and mandates, Head Start Kindergarten Readiness Mandates, Head Start Early Learning Outcomes Framework; i.e. Home Visits, Family Partnership Agreements, etc. §1302.92, 648A(a)(5)
 - b. Training in Creative Curriculum planning and implementation. §1302.32 (a)(2)
 - c. DRDP §1302.92, 648A(a)(5), §1302.33
 - d. ASQ- SE and ASQ 3 §1302.92, 648A(a)(5), §1302.33
 - e. Mental Health §1302.92, 648A(a)(5), §1302.45
 - f. Content Expectations for Home Visits and Parent/Teacher Conferences to assure uniformity across all programs. §1302.92, 648A(a)(5)
 - g. Schedule that aligns with Compliance Timeline as outlined in this contract for completing and submitting results on the following [§1302.92, 648A(a)(5)]:
 - i. DRDP
 - ii. ChildPlus
 - iii. PIR Status reports
 - iv. Education compliance reports for home visits, conferences, etc.
 - v. ASQ-SE and ASQ 3
- 5. The training calendar will be issued at the beginning of the year and updated monthly, in addition, the Head Start Program will dedicate a Compliance Monitor to train and mentor staff on site [§1302.92, 648A(a)(5)].
- 6. Provide Training and Technical Assistance on [§1302.92, 648A(a)(5), §1303.4, §1302]:
 - a. Disability and inclusion
 - b. Parent Engagement
 - c. Non-Federal share contributions
 - d. Eligibility, Attendance, Recruitment, Enrollment, and Attendance (ERSEA)

e. Program Governance

APPENDIX F HEAD START SCOPE OF WORK: HEALTH 1302 Subpart D

Contractor will:

- 1. Collaborate with the GRANTEES Health Services staff and ensure compliance. §1302.101, §1302.102.
- 2. Assigned staff to track, monitor, and support regular attendance in compliance with §1302.16, §1302.101, §1302.102
- 3. Ensure the appropriate staff are available to attend Health and Family/Community Services trainings. 648A(a)(5), §1302.92 (a)(b)
- 4. Collaborate with parents as partners in the health and well-being of their children in a linguistically and culturally appropriate manner and communicate with parents about their child's health needs and development concerns in a timely and effective manner. §1302.41
- 5. Obtain written advance authorization from the parent or other person with legal authority for all health and developmental procedures administered through the program or by contract or agreement, and, maintain written documentation if they refuse to give authorization for health services. §1302.41
- 6. Share with parent or guardian, policies upon enrollment for health emergencies that require rapid response on the part of staff or immediate medical attention. §1302.41
- 7. Within a timely manner in accordance with GRANTEES documentation procedure enter information in ChildPlus. §1302.16, §1302.101, §1302.102
- 8. Include all health requirements on child health assessment form based on the Early and Periodic Screening Diagnosis and Treatment (EPSDT) schedule. §1302.42
- 9. Document on medication log all medication administered to children. §1302.47(b)(4)(C)
- 10. Ensure health plans are developed for children with chronic health conditions to include medication as needed. §1302.42, §1302.41, §1302.46(2)
- 11. By June 30, of the current school year attend training for health, mental health, and nutrition services that meet Head Start Program Performance Standards and Regulations. 648A(a)(5),§1302.92 (a)(b)
- 12. Mental Health Services will provide regular visits of mental health consultation at designated centers. Mental health consultant(s) will be required to work with GRANTEE staff to ensure proper documentation in meeting Head Start requirements and best practices. Staff will meet at least monthly with mental health consultants for case consultation around teacher/staff and child/family consultation. §1302.45, §1302.101;

§1302.102

GRANTEE will:

- 1. Provide ongoing support and training, technical assistance and monitoring on health related requirements, as needed, such as [§1302.101, §1302.102, §1302 Subpart D]:
 - a. Tracking and monitoring health service follow-up plans to meet treatment needs associated with health and oral health.
 - b. Integrated Germ Management or Basic Pest Management, AB1207, Bloodborne Pathogens, CPR and First Aid.
 - c. Analyze health reports
 - d. Provide guidance, technical assistance, and health services updates
 - e. Health Plans as needed for children with seizures, asthma, or GT tubes.
 - f. Medication Administration Nutrition Assessments and Nutrition Plans
 - g. Food Allergies
 - h. ChildPlus data entry
 - i. Provide Calendar Timelines
 - j. Provide guidance on developing and implementing health procedures
 - k. Review files and database
 - I. Partner Support
 - m. Analyze and provide feedback on monthly partner reports and partner support meeting reports
 - n. Connect to community agencies to facilitate to provision of health services for hearing, vision and dental screenings as needed
 - o. Will monitor and provide guidance in a timely manner that addresses the comprehensive services model.
 - p. Conduct monthly meetings for case consultation (Mental Health)
 - q. Conduct trainings as needed (Mental Health)

- 2. Staff to be dedicated to Health and Family/Community Services follow up and compliance to meet all program requirements according to 30/45/90 day requirements and ensure data entry to show reports in ChildPlus align with compliance timelines provided for health and family engagement.
- 3. Within 30 calendar days after the child's date of entry, consult with parents to determine whether child has ongoing sources of continuous, accessible health care (provided by a healthcare professional that maintains the child's ongoing health record and is not primarily a source of emergency or urgent care) and health insurance coverage. If child does not have a source of ongoing care and health insurance coverage assist families in accessing a source of care and health insurance as quickly as possible.
- 4. Within 30 days of the child's first day of attendance, obtain determinations from health care and oral health care professionals as to whether or not the child is up-to-date on a schedule of age appropriate preventive and primary medical and oral health care, based on: the well-child visits and dental periodicity schedules as prescribed by the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program of the Medicaid agency of the state in which they operate.
- 5. Assist parents with making arrangements to bring the child up-to-date as quickly as possible; and, if necessary, directly facilitate provision of health services to bring the child up- to-date with parent consent by making the appointment and providing transportation and translation services as needed.
- 6. Review the results of all health exams, follow-up on noted comments and enter health information in ChildPlus. Refer for any needed treatment or missing requirements, document follow up on Family Contact/Progress Notes or in ChildPlus within 30 days.
- 7. Follow immunization requirements for the State of California (CCL, EPSDT). Ensure that all immunizations are complete and up-to-date at time of enrollment and entered in ChildPlus. Refer and follow-up regularly until all immunizations outlined by age are completed. Document all referral and follow-up on Family Contact/Progress Notes.
- 8. Assist parents to obtain or arrange further diagnostic testing, examination, and treatment by an appropriate licensed or certified professional for each child with an observable, known or suspected health, nutritional, behavior or developmental concern. Develop and implement follow-up plan for any condition identified so that any needed treatment can begin.
- 9. Enter and track treatment needed and treatment received in ChildPlus.
- 10. Within 45 calendar days after the child first attends obtain or perform evidence-based vision and hearing screenings and rescreens within 4-6 weeks if needed.
- 11. Generate and review health reports weekly and follow up on areas needing improvement or focus within 1 week of running reports.

- 12. Assist parents, as needed, in obtaining any prescribed medications, aids or equipment for medical and oral health conditions.
- 13. Identify each child's nutritional health needs, taking into account available health information, including the child's health records, and family and staff concerns, including special dietary requirements, food allergies by coordinating services with registered dietician.
- 14. Conduct and enter date parent completed nutrition assessments in ChildPlus within 45 days of the Child's date of entry.
- 15. Conduct and enter date of Nutrition Assessments in ChildPlus within 90 days of the child's first day of attendance. Follow-up on nutrition concerns including low Hgb/Hct, high lead levels and BMI not within normal range.
- 16. Obtain, analyze heights, weights and head circumference for children ages 3 to 5 years old from well checkup at appropriate intervals. Take current height and weight for 3-5 years old, twice a year; at beginning of the year and in mid- year enter information on nutrition assessment and in ChildPlus, print, and review growth chart to determine height and weight are within normal range. Refer those children who do not fall within the normal range to nutritionist and document follow-up.
- 17. Make referrals for dental exams including follow-up treatment for children 3 years and older and enter in ChildPlus and document in the Family Contact/Progress Notes.
- 18. Promote effective oral health hygiene by ensuring all children with teeth are assisted by appropriate staff, or volunteers, if available, in brushing their teeth with toothpaste containing fluoride once daily.
- 19. Document on contact log and/or ChildPlus all health follow-up treatment and services. This is to include all medical treatments that improve the child's overall health. Train and document medicine training of all staff.
- 20. Ensure an authorization for medication is completed by child's physician and signed by parent prior to accepting and administering medication and track and monitor medication expiration dates in ChildPlus.

APPENDIX F

HEAD SART SCOPE OF WORK: FAMILY/COMMUNITY SERVICES 1302 Subpart E

Contractor will:

- Collaborate with GRANTEE in providing referrals for services and resources that are responsive to family's needs, interests and goals within five (5) business days the need is identified, whenever possible. Referrals will be documented in the Family Contact/Progress Notes and ChildPlus. §1302.101, §1302.102, §1303.21, §1303.46 (b)(2)
- Conduct timely follow-up on family needs, referrals and services received as soon as possible but not to exceed 30 calendar days depending on the urgency of the need. Document all follow-up pertaining to referrals and services within a week the follow-up is conducted. §1303.21, §1303.46 (b)(2)
- 3. Utilize information from the Family Assessment tool to help identify possible goals. Develop Family Partnership Agreements (FPA) based on the family's readiness and willingness to participate in the process. Include description of family goals, responsibilities, timelines, and strategies for achieving these goals as well as progress in achieving them. §1302.52
- 4. Ensure an authorization for medication is completed by child's physician and signed by parent prior to accepting and administering medication. Track and monitor medication expiration dates in ChildPlus. §1302.16, §1302.101, §1302.47(b)(4)(C)
- Complete a Family Partnership Agreement (FPA) within 90 days of enrollment. Include description of family goals, responsibilities, timelines, and strategies for achieving these goals. Document in Family Contact/Progress Notes and in ChildPlus. §1302.52, §1302.101
- 6. FPA follow-ups are due within 60 days after FPA development. FPA follow-up is ongoing and should be conducted with the family as necessary. If there is an urgent need, follow-up may need to be conducted more often than the above timeline. §1302.52, §1302.101
- 7. During the FPA follow-up, review the status of the goal(s) established or reevaluate the family's readiness to participate in the goal setting process if goal has not been established. Document in Family Contact/Progress Notes and ChildPlus. §1302.52, §1302.101
- 8. By June 30th, develop and/or update policies and procedures for Family/Community Services that meet Head Start Program Performance Standards and Regulations. §1302.101
- 9. Generate and review Family/Community Services Reports. Follow-up on areas needing Improvement or focus within a week of running the report. §1302.101, §1302.102

GRANTEE will:

- 1. Provide staff to support training, technical assistance and monitoring on Family/Community Service requirements such as [§1302.92, §1302.53];
 - a. Family Information Building
 - b. Goal Setting Process and Family Partnership Agreement process.
 - c. ChildPlus data entry
 - d. Service and referrals delivery tracking
 - e. Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA)
- 2. Ensure collaboration with Contractor and FCS staff to be dedicated to family services/family engagement follow up and compliance to meet all program requirements, timelines and complete data entry to ensure reports in ChildPlus align with compliance timelines provided for family services/family engagement. §1302.53, §1302.91, §1302.101
- 2. Family Information Building form is to be completed within the 90 days of the child's entry date. Changes and updates to the Family Information Building is to be documented in the Family Contact/Progress Notes. §1302.101
- 3. Initiate the goal setting process with all families within 90 days of the Child's entry date and document in ChildPlus. §1302.101, §1302.52

APPENDIX G HEAD START SCOPE OF WORK: PROGRAM MANAGEMENT AND DESIGN Subpart J

Contractor will:

- 1. Ensure all staff working with children receive annual Child Abuse Training. §1302.101, §1302.92
- 2. Ensure all staff and volunteers comply with the required immunizations as per Community Licensing. §1302.101, §1302.93, §1302.94
- 3. By June 30th develop and/or update operational procedures to ensure that children receive services within the mandated time frames to ensure compliance with Head Start Program Performance Standards and the Head Start Act 2007. §1302.101
- 4. Document annual performance evaluations for employees. §1302.101, §1302.92, HS Act Section 648A, 1302.102(b)
- 5. Participate in Quarterly Partner's meetings, Quarterly Health Service Advisory Committee, and trainings related to Head Start. §1302.101, §1302.92, §1302.40
- 6. Document staff individual and group training needs. §1302.101, §1302.102
- 7. Provide a Staff Requirement Chart for final Program Information Report (PIR) at a midyear (January) and end of year (June) of each year. §1302.91, §1302.101
- 8. Monitor areas in the PIR that are below 100%. Develop and implement a plan of action to meet non-compliant areas on a monthly basis. §1302.101, §1302.102(b)
- 9. Use ChildPlus software program for the purpose of data collection and reporting program information for Contractor when needed. §1302.101
- 10. Provide a representative to participate in the Annual Self-Assessment. §1302.102(b)(2)(i)
- 11. Report any Type A or B licensing findings, to include the death of any child from any cause; injury to any child that requires medical treatment or unusual incidents to the Head Start Director and to Community Care Licensing within 24 hours of occurrence and provide documentation and report any unusual incidents to the regional office within 72 hours. The following violations must be reported to the regional office within.3 working days:
 - a. Personal right violations of children
 - b. Care and supervision incidents
 - c. Reported child abuse

Reports may be provided using the Community Care Licensing Division Complaint Hotline 1-844-538-8766 or by email to <u>letusknow@dss.ca.gov</u>. Reports to the grantee may be made to [insert information] CFR 1304.52(k)(3)(i), 1304.22(a)(5), 1304.53(a)(6), 1306.30(c), Title 22

- 12. The grantee must also report loss of CACFP, or any other loss of funding that materially weakens the financial stability of the agency or its ability to deliver the services required of this contract within 14 days. §1304.12. Reports to the grantee may be made to [insert information] CFR 1304.52(k)(3)(i), 1304.22(a)(5), 1304.53(a)(6), 1306.30(c), Title 22
- Center Director/Teacher will participate and attend month Local Parent Meetings and will submit a monthly Teacher Report to keep parents informed about center operations. §1302.101
- 14. CONTRACTOR will collaborate with Family Services Specialist to elect a County-Wide Policy Council Representative and Alternate to represent Contractor for HS and serve on the GRANTEE Head Start County-Wide Policy Council (CWPC) monthly meetings. Representative must be elected in accordance with CWPC By-laws at a local parent meeting. Parent must have a child currently enrolled in the Head Start Program. §1301.3, §1301.2, §1301.4
 - a. Remind CWPC Representatives of upcoming meetings/trainings.
 - b. Review the monthly CWPC attendance and conduct any needed follow up with Contractor Representative and/or Alternate if they miss a meeting/training and provide any needed support to ensure their attendance at the next CWPC meeting/training.
 - c. Distribute monthly CWPC Summary to all parents of Head Start classrooms.
- 15. CONTRACTOR administrator will attend monthly County-Wide Policy Council Meetings. §1301.3
- 15. Provide staff training on state and federal regulations and mandates, mutually coordinated with GRANTEE and other partners. §1301.5
- 16. Provide staff training related to other areas of the program as requested. §1301.5, §1302.92

GRANTEE will [§1301.5, §1302.92, §1302.101,§1302.102]:

- 1. Provide necessary training to appropriate staff to set up systems, procedures as needed.
- 2. Provide feedback on reports and assist with any needed corrective action.
- 3. Develop the structure and training for Annual Self- Assessment.
- 4. Develop the system for ongoing monitoring and conduct monitoring of Contractor

operations.

- 5. Participate in training of staff to provide support and technical assistance and ensure implementation of procedures meet federal regulations.
- 6. Provide data regarding service achievements, gaps and possible solutions to meet federal regulations.
- 7. Update office equipment and software necessary to track program performance and document the yearly Program Information Report (PIR).
- 8. Organize monthly service reviews with content area experts to analyze progress, identify gaps and help develop timely solutions.
- 9. Provide monthly PC Summary via email for distribution to parents of Head Start classrooms.
- 10. Staff to provide group as well as on-site training as needed.

APPENDIX H

HEAD START SCOPE OF WORK: ENROLLMENT 1302 Subpart A

Contractor will:

- 1. Ensure classrooms are fully enrolled with the agreed amount of funded enrollment of children per class on day one as defined by GRANTEE of the operation year. §1302.14, §1302.15, §1302.13,§1302.12
- 2. Achieve full enrollment on day one of program services by following the steps below §1302.12, §1302.14, §1302.15,§1302.16:
 - a. By July 1, a determination will be made about whether or not full enrollment can be achieved.
 - b. On day one, full enrollment will be verified by the Family Services Specialist and ERSEA Coordinator.
 - c. Attendance will be closely monitored to ensure anyone who does not show up on the first day is contacted and within 3 days is dropped and replaced with a new child.
- 3. Ensure vacancies are filled within 30 calendar days§1302.15.
- 4. If average daily attendance falls below 85 percent attendance, CONTRACTOR will work with the ERSEA team to analyze the causes and develop a plan that outlines corrective measures no later than the tenth (10th) day of the following month. §1302.16
 - a. Documentation of work with families to improve daily attendance and how parents will be supported with issues that impact the child's attendance.
- 5. Ensure that policies and procedures align with Head Start Program Performance Standards and Head Start Act of 2007. §1302.101; Subpart A, B, C, D, E, E, F, G, H, J

GRANTEE will [§1302]:

- 1. Provide ongoing monitoring of enrollment and ensure that all vacancies are filled within 30 days.
- 2. Provide Training and Technical Assistance to Contractor's staff to ensure that timelines are met, records are maintained and that follow-up services are provided.
- 3. Review and sign off on eligibility documents.

- 4. Provide Training and Technical Assistance to Contractor to assist in developing inclusive classrooms and enroll children with disabilities in order to meet the 10% mandate.
- 5. Designated staff members must approve and sign off on all enrollments for the Contractor to be considered fully enrolled.
- 6. Provide training and technical assistance to Contractor's staff in developing and revising their agency's procedures and program features to ensure compliance with Head Start regulations and mandates.
- 7. Provide technical assistance and strategies to help the CONTRACTOR maintain monthly attendance rate of 85% to improve attendance problems and assure children are receiving services.
- 8. Provide technical assistance and strategies to improve attendance problems and assure children are receiving services.
- 9. Include CONTRACTOR staff in GRANTEE trainings as appropriate.
- 10. Ensure enrolled children are entered into ChildPlus daily.
- 11. Enroll to fulfill the 10% enrollment of children with disabilities (IFSP/IEP).
- 12. Will conduct monthly meetings to review enrollment of foster care, homeless, and 10% of disability with CONTRACTOR.

APPENDIX I

HEAD SART SCOPE OF WORK: POLICY 5020 STANDARDS OF PERFORMANCE AND CONDUCT

PURPOSE: To identify performance and conduct considered improper and unacceptable in the workplace and which may result in corrective action.

POLICY: It is the policy of Fresno EOC that employees are expected to observe certain standards of job performance and good conduct. An employee is expected to conduct himself/herself in a manner benefiting his/her status as an employee of Fresno EOC and exercise prudence and discretion in regard to all Agency business. When performance or conduct does not meet the standards of Fresno EOC standards, the Agency will endeavor, when it deems appropriate and at its sole discretion, to provide the employee a reasonable opportunity to correct the deficiency unless Fresno EOC determines such conduct is not able to be remedied or warrants immediate termination. An employee who fails to make the correction will be subject to corrective action up to and including termination.

PROCEDURES:

I. STANDARDS

The standards set forth below are intended to provide employees with fair notice of performance and conduct considered improper and unacceptable in the workplace. However, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of Fresno EOC, other employees, co-workers, clients and/or program participants, may also result in corrective action.

- A. Job Performance: An employee may be issued corrective action, up to and including termination, for poor job performance, including but not limited to the following:
 - 1. Failure to meet standards of quality and quantity;
 - 2. Failure to perform the job satisfactorily;
 - 3. Discourteous or unprofessional conduct;
 - 4. Excessive absenteeism, tardiness, or abuse of break or meal privileges;
 - 5. Failure to follow established safety regulations;
 - 6. Neglect of duty.
- B. **Conduct:** An employee may be issued corrective action, up to and including termination, for misconduct including, but not limited to the following:
 - 1. Insubordination, including refusal to comply with reasonable request from supervisor or refusal to perform a job assignment;

- 2. Dishonesty, fraud, bribery or gratuity;
- 3. Violation of safety practices, procedures, rules and regulations;
- 4. Failure to notify supervisor of any inability to report to work;
- 5. Unauthorized possession, misuse, defacement, or destruction of Fresno EOC property or the property of another;
- 6. Theft;
- 7. Unauthorized removal of Fresno EOC property from its proper location;
- 8. Violating conflict of interest rules and accepting gratuities;
- 9. Disclosing or using confidential or proprietary information without authorization;
- 10. Falsifying or altering Fresno EOC or another employee's records or documents, including but not limited to the application for employment and time sheets, etc.;
- 11. Threatening, intimidating, coercing, or otherwise interfering with other employees, co-workers, clients, and/or program participants;
- 12. Fighting, or any acts of violence;
- 13. Unruly behavior or "horseplay";
- 14. Use of obscene, abusive, or offensive language;
- 15. Harassment as defined in Policy 1030;
- 16. Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on Fresno EOC property or while conducting Fresno EOC business;
- 17. Gambling on Fresno EOC premises or while conducting Fresno EOC business;
- 18. Wearing clothing inappropriate for the work being performed;
- 19. Smoking where prohibited by local ordinance or Fresno EOC rule;
- 20. Leaving the job without authorization;
- 21. Sleeping on the job;

- 22. Possessing a firearm or other dangerous weapon on Fresno EOC property or while conducting Fresno EOC business;
- 23. Failure to report to Fresno EOC within five (5) days any criminal conviction that may impact the employee's: ability to perform his/her position duties, licensing under the program the employee works, insurability by the agency carrier; or as otherwise required by law to be disclosed;
- 24. Causing an accident as a result of operating a Fresno EOC vehicle in a reckless and negligent manner;
- 25. Violating vehicle codes and/or Fresno EOC policies which cause an accident, injury, or property damage;
- 26. Failure to comply with Fresno EOC policies and procedures;
- 27. Stereotyping any child or family on the basis of gender, race, ethnicity, culture, religion, or disability;
- 28. Violating program confidentiality policies concerning information about children, families, and other staff members;
- 29. Using abusive, profane, sarcastic language or verbal abuse, threats, or derogatory remarks about Fresno EOC, staff, clients or client's family;
- 30. Using any form of public or private humiliation;
- 31. Leaving children or clients alone or unsupervised while under his/her care;
- 32. Endangering the health or safety of children;
- Using toilet learning/training methods that punish, demean, or humiliate a child;
- 34. Using any form of emotional abuse, including rejecting, terrorizing, extended ignoring or corrupting a child;
- 35. Failure to use positive methods of child guidance and engaging in corporal punishment, emotional abuse, physically maltreat or abuse, or humiliation;
- 36. Employing methods of discipline with the children that involve isolation, the use of food as punishment or reward, binding or tying a child to restrict movement, taping a child's mouth, taking away a child's physical activity/outdoor time, or the denial of basic needs;
- 37. Failure to conduct himself/herself in a professional and ethical manner with all employees, co-workers, clients and/or program participants;

- 38. Engaging in sexual or other inappropriate contact or relationships with program participants;
- 39. Ignoring grantor requirements relating to any program for the Agency;
- 40. Engaging in actions that reflect adversely upon grantors and/or the families or communities we serve;
- 41. Other rules or standards implemented by programs or the Agency.

APPENDIX J

SCHOOL READINESS GOALS: §1302.102

Goal 1: Children will demonstrate age appropriate positive approaches toward learning.

Goal 2: Children will demonstrate age appropriate positive social behavior, emotion regulation and emotion well-being.

Goal 3: Children will demonstrate age appropriate positive communication, language and emergent literacy skills.

Goal 4: Children will demonstrate age appropriate positive general cognitive skills.

Goal 5: Children will demonstrate age appropriate positive health and physical development

Assessment Tools

<u>Home-Base Early Head Start</u> uses the Infant Toddler/Developmental Assessment (IDA), a comprehensive, family-centered tool designed to identify children, birth – age three, who are developmentally at risk.

<u>Center Based Early Head Start</u> uses the Desired Results Profile 2015 (DRDP) to assess infants' and toddlers' learning and progress on a Continuum on 29 Measures. <u>Head Start</u> uses the Desired Results Developmental Profile 2015 (DRDP) to assess preschoolers learning and progress along a continuum on 56 measures.

Alignment

All established School Readiness Goals are aligned with:

1. Head Start Early Learning Outcomes Framework - Birth to Five

2. State Early Learning Standards – California Infant/Toddler Learning & Development Foundations and California Preschool Learning Foundations

3. Requirements and Expectations of Schools – Infant/Toddler Developmental Assessment and Desired Results Developmental Profile 2015

	MAIN: APPROACHES TOW				and the second se
Goa	ll 1: Children will demonstrate	e age al	opropriate p	ositive approaches t	oward learning.
ENGAGEMENT FRAMEWORK: how to Families as Lifelong Educators their ch		y Objective 1: By Spring 2022, families will increase their understanding or o support their child's Approaches Towards Learning in an effort to prepare children for school as measured by pre and post surveys at parent meetings ainings.			
		will demonstrate an increase in use ured by in kind generated from the s calendars.			
	Early Head Start Objective: By Spo others as measured below:	ring 2022	2, infants and t	oddlers will develop the a	bility to attend to and interact with
START			Older infants (7 months to 18 months) will progress developmentally from responding later, shifts attention frequently from one person or thing to another, through exploring (earlier) maintains attention on own or with adult support, during brief activities. ALT-REG 1		Toddlers (18 months to 42 months) will progress developmentally from exploring earlier, maintains attention on own or with adult support, during brief activities through exploring later, maintains attention with adult support during activities that last for extended periods of time.ALT-REG 1
EARLY HEAD START	Young Infants (Birth-7 months) we progress developmentally from foll persons with eyes to reaching for a socially. IDA P2 to P7	lowing	Older Infants (7 months to 18 months) will progress developmentally from reacting to stranger to seeking affection or reassurance from others. IDA P8.1 to P16.2		Toddlers (18 months to 42 months) will progress developmentally from using thei words to make wants known to talking about daily events with others.IDA P17 to P23.1
	Teaching Practices			Family Practices	
	 Be intentionally available to provide comforting, calming, and nurturing interactions. Support management of all emotions by naming feelings, maintaining eye contact and positioning se at child's level. Provide positive redirection and follow the child's lead 		naming sitioning self	 objects work (e.g. roll, items) Use simple inexpensive cereal boxes, plastic of Read, sing & talk duri 	at allow your child to freely see how bounce, click together with similar ve homemade toys (pots & pans, containers) ng personal care routines, such as thing, dressing, & napping

	 Families will receive information on Approaches Towards Learning two times per year during full year programs and at least one time per year in part year programs at the County-Wide Policy Council (CWPC) and Local Parent Meeting (LPM). During weekly home visits families will receive information around the domain and why the children are doing the activity they are doing. Incorporate domain level training into EHS Grand Socialization Review domain and family practice during parent/teacher conferences and home visits and document in child's file. Provide on-site training, technical assistance, and mentoring/coaching for identified staff on the following practices: Center on the Social and Emotional Foundations for Early Learning (CSEFEL) The Pyramid Infant Toddler Observation Scale (TPITOS) is used as a resource to support Teachers Learning and Collaborating Home Visit Observation Rating Scale (HOVRS-A+) Parents Interacting With Infants (PIWI) Head Start Objective: By Spring 2022, children will demonstrate the ability to begin and finish activities with 					
	Head Start Objective: By Spring 2022, children will demo persistence and attention by maintaining interest in a pro 3 Yr. Olds: 76% will be at the last two developmental levels "Building & Integrating" measure ATL-REG 6.	onstrate the ability to begin and finish activities with oject or activity until completed as measured below: 4 Yr. Olds: 82% will be at the last two developmental levels "Building (middle) & Integrating" developmental levels measure ATL-REG 6.				
	Teaching Practices	Family Practices				
HEAD START	 <u>Self-Regulation Skills:</u> Time group experiences to match children's developing attention spans, social skills, and self-control. Plan developmentally appropriate transitions. <u>Initiative In Learning:</u> Engage in play and exploration with children instead of simply supervising their activities. Periodically reassess the preschool environment to ensure that the materials and activity choices support the abilities and reflect the interests of all children in the group. 	 In circumstances that evoke frustration or sadness (e.g., accidentally spilling something in the kitchen, missing an absent family member), model for children constructive coping strategies. Letting children know that frustrating and sad things happen to everyone sometimes allows family members to share ideas about how to handle strong feelings. While sharing a storybook with children, wonder together about how the story's characters might be feeling and why. This is one way families can help children identify emotions and learning words that describe them (e.g., excited, surprised, and frustrated). Help your child break down the task into smaller steps when he/she is experiencing a challenge Provide positive descriptive acknowledgment Ask your child thoughtful questions to help them solve problems on their own Give your child age appropriate responsibilities or chores Provide only as much help as necessary for your child to accomplish task, for example put socks on their toes and encourage them to pull them up the rest of the way 				

Training/Professional Development

- Families will receive information on Approaches Towards Learning two times per year during full year programs and at least one time per year in part year programs at the PACT calendar CWPC and LPM.
- During weekly HB visits families will receive information around the domain and why the children are doing the activity they are doing.
- Incorporate domain level training into Welcome to HS, HS Open House.
- Review domain and family practice during parent/teacher conferences and home visits and document on Individual Education Folders.
- Provide on-site training, technical assistance, and mentoring/coaching for identified staff on the following practices:
 - o Center on the Social and Emotional Foundations for Early Learning (CSEFEL)
 - o Teachers Learning and Collaborating (TLC)
 - o Teaching Pyramid
- Home Visit Observation Rating Scale (HOVRS-A+)

DOMAIN: SOCIAL AND EMOTIONAL DEVELOPMENT

ENGAGEMENT FRAMEWORK: Families as Lifelong Educators		Family Objective 1: By Spring 2022, families will increase their understanding on how to support their child's Social and Emotional Development in an effort to prepare their children for school as measured by pre and post surveys at parent meetings and trainings.				
	ot	Family Objective 2: By Spring 2022, families will demonstrate an increase in us of family activities with their children as measured by in kind generated from the PACT/Growing Readers calendars.				
	Early Head Start Objective: By Spring 20 and also related to others as measured b		oddlers will show increasi	ng awareness of self as distinct from		
EARLY HEAD START	Young Infants will progress developmentally from responding earlier, shows awareness of other people including children, through responding later, shows interest in other children. DRDP Social and Emotional Development SED 4	later, shows ir through explo	ally from responding nterest in other children, ring earlier, plays er children rarely	Toddlers will progress developmentally from exploring earlier, plays alongside other children, rarely interacting with them, through exploring later, interact in simple ways with familian peers as they play side by side. DRDP SED 4		
	Young Infants will progress developmentally from expressing discomfort to show displeasure at loss of contact/object.	Older Infants will progress developmentally from shows distinct stranger reaction to expresses oppositional feelings.		Toddlers will progress developmentally from expressing a range of feelings to labeling feelings.		
EAR	E1 to E9	E10 to E15		E17 to E19		
	 Teaching Practices Respond immediately to infant and toddlers in distress and assess their status. Keep tone calm, supportive, and positive during infants and toddlers distressful or challenging episodes. Use challenging situations as an opportunity to help infants and toddlers recognize and deal with emotions Provide environments in which infants and toddlers are encouraged to and able to explore freely. 		 Describe your child's acknowledge and va sad/mad/frustrated Offer books, stories, animals, and picture 	amily Practices a feelings in the moment to lue them ("I see you are ", "You are excited/happy") songs, puppets, dolls, stuffed s about feelings d encourage exploration		

	 Families will receive training on Social and Emotional Development two times per year during full year programs and at least one time per year in part year programs at the CWPC, and LPM. During weekly home visits families will receive information around the domain and why the children are doing the activity they are doing. Incorporate domain level training into EHS Grand Socialization Review domain and family practice during parent conferences and document in child's file. Provide on-site training, technical assistance, and mentoring/coaching for identified staff on the following practices: Center on the Social and Emotional Foundations for Early Learning (CSEFEL) The Pyramid Infant Toddler Observation Scale (TPITOS) is used as a resource to support Teachers Learning and Collaborating (TLC) Home Visit Observation Rating Scale (HOVRS-A+) Parents Interacting With Infants (PIWI) 					
	 Head Start Objective: By Spring 2022, children will demonadults by using appropriate words to express own desires, resolving disagreements as measured below: 3 Yr. Olds: 70% will be at the last two developmental levels "Building & Integrating" measure HSS 4. 	 A Yr. Olds: 78% will be at the last two developmental levels "Building (middle) Integrating" developmental levels measure 				
	Teaching Practices	HSS 4. Family Practices				
HEAD START	 Empathic Responses: Model behavior and attitudes that are warm, respectful, and caring. Label children's feelings of upset, sadness and other emotions that convey distress. Read and tell stories that include characters in distress as well as the caring responses of others. Cooperation and Responsibility: Ensure that adult expectations for children's behavior are developmentally appropriate. Rehearse and prompt desired actions, especially for transition times. 	 Have conversations with children about things they are thinking, planning and doing. Offer specific comments or questions about children's activities and ask children to describe in more detail things they bring home. Ask children for help with household chores or projects. Discuss, while working together, some things each person can do to help the family. Emphasize to children the family's values about such things as cooperation, teamwork, good manners and kindness toward other people. Model self-regulating behavior for example deep breathing, taking a walk, counting to 10, or listening to soft music Label your own feelings as you share experience about your life and how you felt, talk about things that made you happy, sad, angry, or excited Explain and model some of the ways you express your emotions Exercise wait time before supporting your child through a 				

Training/Professional Development

- Families will receive information on Social and Emotional Development two times per year during full year programs and at least one time per year in part year programs in the PACT calendar, CWPC and LPM.
- During weekly HB visits families will receive information around the domain and why the children are doing the activity they are doing.
- Incorporate domain level training into Welcome to HS, HS Open House.
- Review domain and family practice during parent/teacher conferences and home visits and document on Individual Education Folders.
- Provide on-site training, technical assistance, and mentoring/coaching for identified staff on the following practices:
 - o Center on the Social and Emotional Foundations for Early Learning (CSEFEL)
 - o Teachers Learning and Collaborating (TLC)
 - Home Visit Observation Rating Scale (HOVRS-A+)

DOMAIN: LANGUAGE AND LITERACY

Goal 3: Children will demonstrate age appropriate positive communication, language, and emergent literacy skills.

ENGAGEMENT FRAMEWORK: Families as Lifelong Educators		on how to suppo	Family Objective 1: By Spring 2022, families will increase their understanding on how to support their child's Language and Literacy in an effort to prepare their children for school as measured by pre and post surveys at parent meetings and trainings.				
		of family activiti	amily Objective 2: By Spring 2022, families will demonstrate an increase in use family activities with their children as measured by in kind generated from the ACT/Growing Readers calendars.				
Ea	rly Head Start Objective: By Spring 20 nplex utterances. They will develop int	22, infant and tod erest in engaging	dlers will develop the ability with print in books and in th	to understand words and increasingly ne environment as measured below:			
	Young Infants will progress developmentally from responding ear responds to voices, sounds, facial expressions in basic way, through responding later, responds to voices, gestures or facial expressions in a variety of ways (e.g., gaze aversion, vocalization, movements) DRDP Language and Literacy Development (LLD) 1	lier, developmen later, respo facial expre (e.g., gaze a movements recognizes	ts will progress ntally from responding nds to voices, gestures or essions in a variety of ways aversion, vocalization, s) to exploring earlier, a few frequently used estures in familiar	Toddlers will progress developmentally from exploring earlier to exploring middle, shows understanding of a variety of single words, through exploring later, shows understanding of frequently used simple phrases or sentences. DRDP LLD 1			
	Young Infants will progress developmentally from vocalizing <i>ah</i> , <i>a</i> <i>uh</i> to polysyllabic vowel sounds. L1 to L5.1	eh, developme	ts will progress ntally from vocalizing <i>ma</i> , llowing two directions	Toddlers will progress developmentally from naming one picture to naming 10 pictures. L14 to L19			
RT	Teaching Practices		Family Practices				
EARLY HEAD START	 Imitate and/or expand upon infant/toddler's vocalizations and actions Connect with children's cultural and linguistic experiences at home Comment on children's interests, activities or actions, and asks open ended questions. Listen carefully and wait patiently as children express themselves, do not rush them using Observe, Wait, Listen (OWL) strategies. 		 diapering, feeding, will support their ir Label vocalizations movements, and fa baby says, "baba" bottle!" or "I can so happy/sad/mad/e 	during personal care routines, such as, bathing, dressing, & napping, families nfant's language development s, nonverbal gestures, body acial expressions (for example, your and you respond, "Yes, that is your ee that you are excited/scared/etc.") d expresses himself/herself			

- Families will receive training on Language and Literacy two times per year during full year programs and at least one time per year in part year programs at the CWPC and LPM.
- During weekly home visits families will receive information around the domain and why the children are doing the activity they are doing.
- Incorporate domain level training into EHS Grand Socialization
- Review domain and family practice during parent conferences and document in child's file.
- Provide on-site training, technical assistance, and mentoring/coaching for identified staff on the following practices:
 Center on the Social and Emotional Foundations for Early Learning (CSEFEL)

	 The Pyramid Infant Toddler Observation Scale (TF Collaborating (TLC) goals. Teachers Learning and Collaborating (TLC) Home Visit Observation Rating Scale (HOVRS-A+) Parents Interacting With Infants (PIWI) 	PITOS) is used as a resource to support Teachers Learning and				
	Head Start Objective 1 (Language/Communication): By Spring 2022, children will increase their ability to combine phrases and sentences with a variety of words to communicate ideas or to describe people, objects and events as measured below.					
	3 Yr. Olds: 73% will be at the last two developmental levels "Building & Integrating" measure LLD 3.	4 Yr. Olds: 85% will be at the last two developmental levels "Building (middle) & Integrating" measure LLD 3.				
	Head Start Objective 2 (Literacy): By Spring 2021, children and their relationship to sound, including understanding t	en will show increasing awareness of letters in the environment hat letters make up words as measured below:				
	3 Yr. Olds: 66% will be at the last two developmental levels "Building & Integrating" measure LLD 9.	4 Yr. Olds: 80% will be at the last two developmental levels "Building (middle) & Integrating" measure LLD 9.				
	Head Start Objective 3 (English Language Development): By Spring 2021, English Language learners will show increase progress toward fluency in speaking English as measured below:					
	3 Yr. Olds: 38% will be at exploring English and above developmental levels measure ELD 2.	4 Yr. Olds: 50% will be developing English and above developmental levels measure ELD 2.				
	Teaching Practices	Family Practices				
HEAD START	 Language Use and Conventions: Set the stage for language use. Engage in "getting to know you" conversations. Model the use of language conventions and encourage children to do the same. Alphabetic and Word/Print Recognition: Use children's printed names as labels and to support routines. Use children's printed names and letters in transition activities. Use activities and games to interest children in letter matching and naming. 	 Connect home and school. Support children and families in sharing books at home. Share ideas with parents about questions they might ask about books, and provide these in the home language. Introduce parents to community resources to get books for home. Invite parents and other family members of preschool English learners to share some of their cultural practices Encourage parents and other family members to continue to use the home language during family activities while also encouraging early literacy skill development in the primary language. Read alphabet books for example, <i>Chicka Chicka Boom Boom</i> or <i>The Alphabet Tree</i> Display your child's name or meaningful print on the refrigerator Talk with your child about the many ways print is used around them for example look on the internet to check the day's weather, read the lunch menu, or read aloud something that came in the mail Explore a children's website together and share what the print is stating for example <i>PBS.org</i> Take a trip to the library or borrow some books from the lending library at school Provide writing materials for your child to practice some meaningful words for example "mom, dad, bike, love, school" 				

		"Letter hunt" with your child for example, look through the newspaper to find the letter C.
1	Training/Professional Development	
HEAD START	 Families will receive information on Language and Literacy two one time per year in part year programs at the PACT calendar During weekly HB visits families will receive information aroun they are doing. Incorporate domain level training into Welcome to HS, HS Ope Review domain and family practice during parent/teacher con Education Folders. Provide on-site training, technical assistance, and mentoring/o Center on the Social and Emotional Foundations for Early Teachers Learning and Collaborating (TLC) Home Visit Observation Rating Scale (HOVRS-A+) 	CWPC and LPM. d the domain and why the children are doing the activity n House. ferences and home visits and document on Individual coaching for identified staff on the following practices:

DOMAIN: COGNITION

40	al 4: Children will demonstrate					
EN	RENT, FAMILY, AND COMMUNITY GAGEMENT FRAMEWORK: milies as Lifelong Educators	Family Objective 1: By Spring 2022, families will increase their understanding on how to support their child's Cognition in an effort to prepare their children for school as measured by pre and post surveys at parent meetings and trainings.				
		Family Objective 2: By Spring 2022, families will demonstrate an increase in use of family activities with their children as measured by in kind generated from the PACT/Growing Readers calendars.				
	Early Head Start Objective: By Spring others, and objects as measured below		Idlers will explore people	and objects to understand self,		
	Young Infants will progress developmentally from responding earl attends to people, objects or events through responding later, interact with objects or people. DRDP Cognition (COG), Including Math and Science 11	later, interacts through explori interest in the o or nonliving thin	vill progress ly from responding with objects or people ng earlier, shows characteristics of living ngs in the environment.	Toddlers will progress developmentally from exploring earlier, shows interest in the characteristics of living or nonliving things in the environment, through exploring later, explores how objects in the natural world will behave or function.DRDP COG 11Young Infants will progress developmentally from looking at an object, following visually to holding two toys simultaneously.RI1 to RI7		
EARLY HEAD START	Young Infants will progress developmentally from looking at an object, following visually to holding two toys simultaneously.	o object, followin toys simultaneo	ly from looking at an g visually to holding two			
EAH	RI1 to RI7	RI1 to RI7				
	Teaching Practice	S	Fa	mily Practices		
	 Provide an environment that includes a variety of developmental toys and play areas to support engagement, curiosity, and social interaction. Read predictable books, point out patterns, recitionally/rhymes Plan activities that foster exploration of similaritid differences by using all of their senses as they explore the characteristics as children explore the offer choices that support the child's initiative 		 accessible and visib opportunities. Plan predictable fan your child at bedtim Interact daily with yo environment and pa child. Use household objet 	bur home that makes toys easily ble to foster rich learning nily routines (e.g. read a book to e). bur baby/toddler to explore their by attention to what interests your cts for sorting, matching, and ping sort laundry, matching bowls		

11	Fraining/Professional Development						
	 Families will receive training on Cognition two times per year during full year programs and at least one time per year in part year programs at the CWPC and LPM. During weekly home visits families will receive information around the domain and why the children are doing the activity they are doing. Incorporate domain level training into EHS Grand Socialization Review domain and family practice during parent conferences and document in child's file. Provide on-site training, technical assistance, and mentoring/coaching for identified staff on the following practices: Center on the Social and Emotional Foundations for Early Learning (CSEFEL) The Pyramid Infant Toddler Observation Scale (TPITOS) is used as a resource to support Teachers Learning and Collaborating (TLC) Home Visit Observation Rating Scale (HOVRS-A+) Parents Interacting With Infants (PIWI) 						
	Head Start Objective 1: (Mathematics Development) By Spr numbers (or set of objects) can be combined or separated to						
		4 Yr. Olds: 74% will be at the last two developmental levels "Building (middle) & Integrating" measure COG 4.					
	B Yr. Olds: 65% will be at the last two developmental levels Building & Integrating" measure COG 4.	4 Yr. Olds: 74% will be at the last two developmental levels "Building (middle) & Integrating" measure COG 4.					
" •		levels "Building (middle) & Integrating" measure COG 4. 21, children will demonstrate an increasing ability to					
" H C	Building & Integrating" measure COG 4. Iead Start Objective 2: (Scientific Reasoning): By Spring 20	levels "Building (middle) & Integrating" measure COG 4. 21, children will demonstrate an increasing ability to					
" H C	Building & Integrating" measure COG 4. Head Start Objective 2: (Scientific Reasoning): By Spring 20 observe, anticipate, and reason about the relationship between B Yr. Olds: 68% will be at the last two developmental levels	levels "Building (middle) & Integrating" measure COG 4.21, children will demonstrate an increasing ability to een cause and effect as measured below:4 Yr. Olds: 79% will be at the last two developmental levels "Building (middle) & Integrating" developmental					

Training/Professional Development

- Families will receive information on Cognition two times per year during full year programs and at least one time per year in part year programs at the PACT calendar CWPC and LPM.
- During weekly HB visits families will receive information around the domain and why the children are doing the activity they are doing.
- Incorporate domain level training into Welcome to HS, HS Open House.
- Review domain and family practice during parent/teacher conferences and home visits and document on Individual Education Folders.
- Provide on-site training, technical assistance, and mentoring/coaching for identified staff on the following practices:
 Center on the Social and Emotional Foundations for Early Learning (CSEFEL)
 - Teachers Learning and Collaborating (TLC)
 - Home Visit Observation Rating Scale (HOVRS-A+)

DOMAIN: PERCEPTUAL MOTOR AND PHYSICAL DEVELOPMENT

Goal 5: Children will demonstrate age appropriate positive health and physical development.

ENGAGEMENT FRAMEWORK: 0 Families as Lifelong Educators s		on hov an effe	Family Objective 1: By Spring 2022, families will increase their understanding on how to support their child's Perceptual Motor and Physical Development in an effort to prepare their children for school as measured by pre and post surveys at parent meetings and trainings.			
		use of	the second se	with their childre	milies will demonstrate an increase in n as measured by in kind generated ars.	
	arly Head Start Objective: By Spring novements as measured below:	2022, i	infants and toddl	ers will develop r	nore coordinated small muscle	
fr of la to D	Young Infants will progress developmentally from responding earlier, moves in basic and often involuntary ways, through responding later, moves two or more body parts together, often with intention. DRDP Physical Development (PD) – Health (HLTH 2)		Older Infants will progress developmentally from responding later, moves two or more body parts together, often with intention, through exploring middle, coordinates movement of whole body while upright, using support. DRDP PD-HLTH 2		ion, middle, coordinates movement o whole body while upright, using support, through exploring later, coordinates movements in an	
fr p	Young Infants will progress developmentally from briefly retaining a rattle to radial palmar grasp of a cube.		 Older Infants will progress developmentally from raking a pellet to building a tower of 3-4. FM7 to FM14 		Toddlers will progress frombuilding a tower of 5 cubes tocutting paper with scissors.FM15 to FM19	
ALT REAU SI	 FM1 to FM6 Provide opportunities to observe, handle, a of different textures, such as books, balls, play-dough. Provide opportunities to refine grasps inclupalmar grasp to pick-up larger objects such cubes and rubber balls to a pincer grasp to safe edible objects such as pieces of cereate Provide activities that encourage varying g hand coordination for more complex action releasing an object into a container or state stacking building, connecting, drawing, pair care skills and routines. 		blocks and ding using a n as wooden pick-up small al. rasps and eye ns, such as king cups. es such as	 handle and as a soft b plastic ratt Provide op grasps incl development plastic cup pincer grast to begin to as pieces of Provide op activities, s drawing, p Allow opport 	portunities for your infant to refine uding using a palmar grasp to pick up entally appropriate objects such as so or empty yogurt containers and a sp for your infant six months and older pick up small safe edible objects such of cereal. portunities to use hands for various such as, stacking, building, connecting, ainting, and self-care skills and routines rtunities for your infant/ toddler to f-care routines (e.g. feeding, dressing,	

 Families will receive training on Perceptual Motor and Physical Development two times per ye programs and at least one time per year in part year programs at the CWPC and LPM.

• During weekly home visits families will receive information around the domain and why the children are doing the activity they are doing.

ħ							
EARLY HEAD START	 Home Visit Observation Rating Scale (HOVRS-A+) Parents Interacting With Infants (PIWI) 						
	Head Start Objective: By Spring 2022, children will exh small objects requiring precise eye-hand coordination as	ibit control of small muscles by using fingers to manipulate s measured below:					
	3 Yr. Olds: 79% will be at the last two developmental levels "Building & Integrating" DRDP measure PD-HLTH 4.	4 Yr. Olds: 89 % will be at the last two developmental levels "Building (middle) & Integrating" DRDP developmental levels measure PD-HLTH 4.					
	Teaching Practices	Family Practices					
HEAD START	 Provide opportunities for children to engage in fine motor activities in a variety of positions. Provide optimal postural support during challenging fine motor activities. Engage children in "heavy work" activities to develop trunk and shoulder muscles. Provide resistive activities to develop hand strength. Provide activities to develop hand precision. 	 Encourage parents and family members to provide time for children to perform independent daily living activities, such as brushing teeth or getting dressed. Children need time to manipulate objects such as toothpaste caps, zippers on their clothing, and lids of food containers. Provide your child with different writing tools (crayons, markers, chalk, pencils and paper). Encourage your child to paint using paint brush, finger, and spray bottle on paper or approved surface. Provide tongs or tweezers and transfer small items between containers. Provide materials for putting on and taking off lids from containers. Provide time for your child to perform independent daily living activities (brushing teeth, buttoning, zipping, buckling, screwing tooth paste cap, holding utensils while eating, unpacking groceries) Encourage your child to help mix ingredients when making play dough or cooking. 					
	Training/Professional Development						
	 programs and at least one time per year in part year During weekly HB visits families will receive informati activity they are doing. Incorporate domain level training into Welcome to HS Review domain and family practice during parent/tea Education Folders. 	ion around the domain and why the children are doing the S, HS Open House. acher conferences and home visits and document on Individual entoring/coaching for identified staff on the following practices:					

APPENDIX K

ANNUAL SELF-ASSESMENT REVIEW PROCEDURE: Subpart J 1302.102

Fresno EOC Head Start 0 to 5 Self-Assessment Context:

Federal Head Start Program Performance Standard (HSPPS) Subpart J §1302.102 requires that a program must effectively oversee progress towards program goals on an ongoing basis and annually conduct a Self-Assessment.

The Annual Self-Assessment is inclusive of aggregated child development assessment data, professional development, and family engagement data. The use of such data ensures compliance with HSPPS throughout the program year, and the effectiveness of professional development and family engagement systems in promoting school readiness.

During the Self-Assessment process, the program must communicate and collaborate with the governing body and policy council, program staff, and parents of enrolled children.

In addition, to meeting the federal mandate the Fresno EOC Head Start 0 to 5, Self-Assessment has two purposes. First, it is used to identify areas of strength in the agency's implementation of its Early Head Start and Head Start programs. Second, it is used to develop action plans, to increase and maintain high quality systems of service delivery.

Individual Service and Program areas Monthly Data Analysis:

Fresno EOC Head Start 0 to 5 aggregates current program information for Self-Assessment, to support attainment of our program and school readiness goals, aggregated from monthly reports to monitor for quality assurance, and outcomes are reported tri-annually.

Review of Service and Program Areas:

The following are reviewed each data aggregation period and are reported on the Self-Assessment Data Discussion Form and Self-Assessment Summary of Monitoring Results.

- Five-Year Program Goals
- Program Management
- Quality Improvement
- Fiscal Infrastructure
- Health/Inclusion Services
- Education and Child Development Services
- Family/Community Services and Home Base
- Support Services
- Nutrition Services

Review Period:

The Self-Assessment is ongoing. Quantitative and qualitative data are reviewed three times a year during data review weeks. Review periods are: July through October, November through January and February through April, and as necessary for year-round programing. May and June data will be added to the first

triannual aggregation. (Data review weeks are scheduled in the Head Start 0 to 5 Program Calendar as "Self-Assessment")

Self-Assessment Team:

The team is composed of EOC Board representatives, County-Wide Policy Council (CWPC), parents of currently enrolled children, service area staff, and program management team.

Self-Assessment Team Training:

Fresno EOC Head Start 0 to 5 Leadership team provides training for Self-Assessment. Training topics include:

- Confidentiality
- Goals and Objectives of Self-Assessment
- Head Start Program Performance Standards
- Team Work
- How to Review Data Documents
- Discussion of Outcomes
- Development of Self-Assessment Summary Report
- Development of Action Plans (if necessary)

Self-Assessment Documents:

- 1. Annual Self-Assessment Review Procedure
 - A. Annual Self-Assessment Invite
 - B. Self-Assessment Data Review Schedule
 - C. Self-Assessment Data Discussion Form
 - D. Self-Assessment Summary of Monitoring Results

Team Assignments/Schedules:

The Quality Assurance (QA) Manager distributes the Self-Assessment Data Review Schedule and Self-Assessment Data Review Documents and notifies the team members.

Team Expectations:

- The Self-Assessment Data Discussion Form and Self-Assessment Summary of Monitoring Results (SOMR) and supportive data is to be emailed to QA Manager and assigned Self-Assessment Secretary on <u>Monday one week before</u> the scheduled Self-Assessment meeting is to take place.
- Self-Assessment supportive data is to be emailed in the following manner:
 - Appendix D (SOMR) will be submitted in a Word Document and should reflect all information provided on the Data Discussion Form per Service or Program Area.
 - Appendix C (one per Discussion Topic See SA Schedule to identify topics) is to be scanned or uploaded as a PDF copy with the backup data/reports attached to each individual Appendix C. There will be no more hard copies accepted.
 - Title the scanned **PDF copy** in the following manner:
 - Program Name, Service Area, Discussion Topic (Appendix C Discussion Topic)
- When a Manager or Coordinator cannot attend their scheduled meeting, another team member must be appointed to share their SA findings with <u>ALL</u> updates for their topics.

Self-Assessment Data Discussion Meetings Tuesday through Thursday:

The Self-Assessment team reviews the Self-Assessment Data Discussion Form for each Service or Program Area. During the discussion meeting, attendees will have an opportunity to discuss and share data and clarify the outcomes and will have input into final determinations of strengths and/or systemic concerns. Self-Assessment Summary of Monitoring Results will be shared by team members on Friday the week of Self-Assessment.

The Self-Assessment Summary of Monitoring Results will then be reviewed with HS 0 to 5 Directors and Managers at the Triannual Consensus Meeting.

Triannual Consensus Meeting:

The Self-Assessment team will: review and analyze data (and seek additional data as needed), engage in dialogue, and compile a program-wide summary Annual Self-Assessment Review Decisions Report.

Topics to include:

- Innovations
- Progress on Goals and Objectives
- Strengths
- Systemic Concerns
- Professional Development

Annual Self-Assessment Summary of Review Decisions:

The Self-Assessment team provides a copy of the approved summary to the CWPC and EOC Board in July. The Annual Self-Assessment Summary of Review Decisions will be submitted to the EOC Chief Executive Officer in August for discussion and approval.

Annual Self-Assessment Action Plans:

An action plan may be written for continuous quality improvement. The action plan will outline the steps the program will implement to ensure compliance with the HSPPS.

The responsible staff completes the Action Plan form section Concluding Actions within the identified period of the action plan, submits and discusses any ongoing service issues with the Directors and Senior Management Team each month until all activities are completed.

Continuous Improvement:

To ensure that the Self-Assessment information is used to drive the planning process, program staff will discuss:

- Future innovations
- Progress toward Program Goals and Objectives
- Professional Development
- Systemic Concerns

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 2022

AGENDA ITEM A-16

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 No Kid Hungry Grant Opportunity

ITEM DESCRIPTION: It is recommended the Board ratify submission of a grant application to the No Kid Hungry Grant Opportunity. The purpose of the grant is to maximize child nutrition programs and other emergency food programs to ensure children and families have access to healthy meals at school during the school year and summer months. The district proposes implementing an incentive program in elementary school cafeterias to promote the school breakfast program, with nutrition education and literacy related prizes.

FINANCIAL SUMMARY: The average grant provides \$10,000. No district match is required.

PREPARED BY: Amanda Harvey, Director of Nutrition Services

CABINET APPROVAL: Karin Temple, Chief Operating Officer

DIVISION: Operational Services PHONE NUMBER: 457-3134

SUPERINTENDENT APPROVAL:

aht A. Juba

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 2022

AGENDA ITEM A-17

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

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

TITLE AND SUBJECT: Ratify Memorandum of Understanding and Independent Contractor Services Agreement between Fresno Adult School and the San Joaquin Valley College of Law to Implement the 2021-2023 Citizenship Assimilation Grant through September 30, 2023

ITEM DESCRIPTION: Included in the Board binders is a Memorandum of Understanding (MOU) and an Independent Contractor Services Agreement between San Joaquin Valley College of Law (SJCL) and Fresno Adult School (FAS) to establish the responsibilities of both parties in implementing the 2021-2023 Citizenship Assimilation Grant Program services to eligible students.

FAS will partner with SJCL to prepare lawful permanent residents for citizenship by offering both citizenship instruction and naturalization services.

In this agreement FAS provides citizenship instruction to prepare lawful permanent residents for the naturalization test and interview required by the 2021-2023 Citizenship Assimilation Grant Program, and SJCL provides naturalization services, within the scope of immigration law, to support lawful permanent residents in the naturalization application and interview process required by the Grant Program.

Additionally, as sub awardee of the 2021-2023 Citizenship Assimilation Grant, San Joaquin College of Law will receive \$60,000.00 for each year of implementation services through September 2023.

This Memorandum of Understanding and Independent Contractor Services Agreement between FAS and SJCL will conclude on September 30, 2023.

FINANCIAL SUMMARY: The Citizenship Assimilation Grant will fund \$250,000 for program services. San Joaquin College of Law will receive \$60,000 for each year of implementation services through September 2023.

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

CABINET APPROVAL: Kim Mecum, Chief Academic Officer

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

SUPERINTENDENT APPROVAL:

ht A. Til

Memorandum of Understanding Fresno Unified School District and San Joaquin College of Law

This Memorandum of Understanding has been developed to show a collaborative relationship between Fresno United School District (grant recipient) and San Joaquin College of Law (sub-awardee) for the implementation of the United States Citizenship and Integration Services grant program awarded by the Department of Homeland Security for the period of October 1, 2021 through September 30, 2023. The Board of Education approved the grant application (A-17) at the June 16, 2021 regular meeting. The application for Citizenship Instruction and Naturalization Application Services grant program design was developed jointly by Fresno United School District and San Joaquin College of Law. The program design was developed as a result of discussions between representatives from each educational institution. Fresno Unified School District and San Joaquin College of Law will network with community resources and other eitizenship and naturalization programs in the community to identify additional educational and technological resources that can be brought to the program.

Services to be Performed

Fresno Unified School District will:

- Be the lead agency and fiscal agent for the grant to prepare lawful permanent residents for the naturalization test and interview.
- Provide 40 hours of citizenship instruction in U.S. History and government for test preparation and the promotion of civic integration through the district's adult education program (aka Fresno Adult Schoel).
- English as a Second Language instruction in reading, writing, and speaking for the naturalization test, naturalization process, and to conduct integration activities.
- Refer eligible students to San Joaquin College of Law for naturalization services.
- Serve as the direct contact with the Department of Homeland Security regarding this grant,
- Monitor sub-awardee's performance and ensure that sub-awardee complies with all grant award conditions and data reporting requirements through monthly coordination activities and collaborative review.
- Submit quarterly performance reports as per Department of Homeland Security guidelines.

San Joaquin College of Law will:

- Provide naturalization services for legal permanent resident community members who are enrolled in the Fresno Adult School program.
- Submit 240 naturalization petitions during the two-year grant period and immigration case management.
- Refer cligible individuals to Fresno Adult School for citizenship classes.
- Share expertise in the development, implementation, and management of citizenship and naturalization processes.
- Train and assign law students to conduct community outroach, screen individuals for eligibility, and provide naturalization workshops.
- Supervise the interns, oversee the naturalization process, and assist participants with overcoming roadblocks to eitizenship.
- Provide an attorney to supervise the naturalization application process.
- Provide Fresno Unified School District with all information required for Department of Homeland Security quarterly reports in a timely manner.

Fresno Unified School District will pay San Joaquin College of Law \$60,000 per year for the two years of this agreement for the legal services specified above.

Signature Date Santino Danisi, Chief Financial Officer Fresno Unified School District

3/22 Signature Date

Andrew De La Torre, Executive Director Benefits and Risk Management Fresno Unified School District

(asson) Mynature

Janice Pearson J.D., Dean San Joaquin College of Law



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

San Joaquin College of Law	901 Fifth Street, Clovis, CA				
Vendor Name 559-323-2100	Address Janice Pearson Vendor Contact Through: September 30, 2023				
Phone Number					
From: October 1, 2021					
Term (Duration)					
FUSD Contract Administrator: Rodney Branch	Fresno Adult School	559-457-6024			
Name	Site/ Dept	Telephone number			
Budget (Fund-Unit-DeptActivity-Object)	110-5852-0675-4110-1000-5110				
Annual Cost \$ 60,000.00 Please choose an	option				
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.	Yes	No 🗹			
Scope of Work Summary:					
Provide naturalization services for legal permanent resider	t community members who are er	nrolled in the Fresno Adult School			
program. Submit 240 naturalization petitions during the two-year gra-	ant period and immigration case a				
Refer eligible individuals to Fresno Adult School for citize	inship classes.	nanagement,			
Share expertise in the development, implementation, and n Train and assign law students to conduct community outre workshops.	nanagement of citizenship and nat	uralization processes. lity, and provide naturalization			
Supervise the interns, oversee the naturalization process, and	nd assist participants with overcor	ning roadblocks to citizenship.			
Provide an attorney to supervise the naturalization applicat Provide Fresno Unified School District with all information timely manner.	ion process. on required for Department of Hor	neland Security quarterly reports in a			
Date Item is to appear on Board of Education Agenda:	4/6/2022 Agenda Item #	(Contracts of \$15,000.00 or more,			
Reviewed & approved by Cabinet Level Officer:	Brian Wall	3/15/22			
	Signed	Date			
Reviewed & approved by Executive Director, Risk Management:	Guben the	me 3/15/22			
Please return signed contract to:	Signed	Date			
Lorena Almaguer	School Leadership				
Name	Department				

Fresno Unified Independent Contract



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 110-5852-0675-4110-1000-5110

District Contact Person: Rodney Branch

Budget Manager Approval: Ref ASn

Contractor's Vendor Name: San Joaquin College of Law

Contractor's Contact Person: Janice Pearson

Contractor's Title: Dean

Contractor's Telephone Number: 559-323-2100

Contractor's E-mail: jpearson@sjcl.edu

Contractor's Address: 901 Fifth Street, Clovis, CA

Contractor's Taxpayer ID# or 23-7067667 SSN#:

This Independent Contractor Services Agreement is made and entered into effective [0/01/2] (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide

Provide naturalization services for legal permanent resident community members who are enrolled in the Fresno Adult School program.

Submit 240 naturalization petitions during the two-year grant period and immigration case management.

Refer eligible individuals to Fresno Adult School for citizenship classes.

Share expertise in the development, implementation, and management of citizenship and naturalization processes. Train and assign law students to conduct community outreach, screen individuals for eligibility, and provide naturalization workshops.

Supervise the interns, oversee the naturalization process, and assist participants with overcoming roadblocks to citizenship. Provide an attorney to supervise the naturalization application process.

Provide Fresho Unified School District with all information required for Department of Homeland Security quarterly reports in a timely manner.

- <u>Contractor Qualifications</u>. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
- 3. <u>Term.</u> This Agreement shall begin on 10/01/21 . , and shall terminate on 09/30/23 . There shall be no extension of the term of the agreement without express written consent from all parties.
- 4. <u>Payment.</u> District agrees to pay Contractor at following rate of \$ 60,000.0 per year, Not to exceed \$ 60,000.00. Checks will be made payable to San Joaquin College of Law . 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. TYes (See below) TNo, Vendor initial hero
 - a Lodging ______ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b. Meals ______ Reimbursement limited to actual cost up to the following rates: Breakfast \$12,20, Lunch\$18.30, Dinner\$30.50. *Receipt Required.
 - a Travel ______ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d Supplies _____As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a d): \$60,000.00
 - f. Other _____

6.	Employment. Are you a current FUSD employee?	Yes	? No
7.	CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retirco?	Yes	Z No
8.	California Residency, Contractor is a resident of the state of California;	🛛 Yes	🗖 No

- <u>Report Fraud, Waste and Abuse.</u> By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <u>http://www.ppepas.com/fresno-unified-fraud-alert</u>. 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, Frice, Page & Company. A report may be made anonymously.
- 10. <u>Conflict of Interest</u>. 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.

District's initials

- 11. <u>Anti-discrimination</u>, 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 veterao 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 <u>Paul.Idsvoog@fresnounified.org</u>, or in person at 2309 Tulare Street Fresno, CA 93721.
- 12. <u>Termination of Agreement</u>. 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.
- c 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. <u>Injunctive Relief.</u> Each Party acknowledges that a breach or threatened hreach 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 Hamless. 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 hamless 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 inforce charing 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 apprepate 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 Jiability 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 policics 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.

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- 17. <u>Independent Contractor Status</u>. 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. <u>Workers' Compensation Insurance</u>. 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 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:

- 20. <u>Taxes</u>. 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. <u>Assignment</u>. 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.
- <u>Binding Effect</u>. 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. <u>Severability</u>. 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. <u>Waiver and Attendments</u>. 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. <u>Governing Law</u>. 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. <u>Attorney's Fees.</u> 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. <u>Written Notice</u>. 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:

Ann Loorz

Purchasing Department Fresno Unified School

District 4498 N. Brawley

Avenue Fresno, CA 93722

Contractor: San Joaquin College of Law

Name: Janice Pearson

Address:

901 Fifth Street Clovis, CA 93612

- c: Andrew De La Torre Bonefits & Risk Management Fresno Unified School District 2309 Tulare Street Fresno, CA 93721
- 28. <u>Compliance with Law</u>. 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. <u>Construction</u>. 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. <u>Execution of Other Documents</u>. 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. <u>Execution in Counterparts.</u> 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. <u>Board Approval.</u> 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

CONTRACTOR

San Joaquin College of Law

Camice Pearson , Title: Dean

Santino Danisi, Chief Financial Officer

Date

2/9/22 Date

Approved As To Form:

Andrew De La Torre, Executive Director Benefits and Risk Management

3/15/22 Date

Fresno Unified Independent Contract

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 2022

AGENDA ITEM A-18

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

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

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 21-11, Edison High School Gymnasium Addition, Change Order 8 includes but may not be limited to: add plaster control joints, add slip track and furring members, add an IDF (intermediate distribution frame) data cabinet; and remove from scope of work a turf aerator and attic heat detectors.

Original Contract Amount:	\$9,963,000
Change Order(s) previously ratified:	\$462,397
Change Order 8 presented for ratification:	\$18,379
New Contract Amount:	\$10,443,776

Bid 21-48 Section A, Playground Equipment Replacement at Gibson, Thomas, and Turner Elementary Schools, Change Order 1 includes but may not be limited to: tree removal, fencing, concrete; add drywell at new playground pit; and add 148 days to contract duration.

Original Contract Amount:	\$229,221
Change Order(s) previously ratified:	\$0
Change Order 1 presented for ratification:	\$14,064
New Contract Amount:	\$243,285

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$32,443 are available in the School Facilities Fund for Bids 21-11 and 21-48A.

PREPARED BY: Ann Loorz, Executive Director, Purchasing

CABINET APPROVAL: Karin Temple, Chief Operating Officer

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

SUPERINTENDENT APPROVAL:

John A. Telon





PROJECT NAME:	CHANGE ORDER No. :	008
Edison High School New Auxiliary Gym Bldg Additions 540 E. California Avenue Fresno, CA 93706	DSA File No. : Application No. :	10-H8
CONTRACTOR :	DESIGNER'S PROJECT No. :	1938
BMY Construction Group Inc 5485 E. Olive Ave	FUSD BID/CONTRACT No. :	21-11
Fresno, CA 93727	CONTRACTOR P.O. No. :	696634

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows.

The original Contract Sum was	\$	9,963,000.00
Net change by previously authorized Change Orders		462,397.10
The Contract Sum prior to this Change Order was	\$	10,425,397.10
The Contract Sum will be adjusted by	\$	18,378.21
The new Contract Sum, including this Change Order will be	\$	10,443,775.31
The Contract Completion date prior to this Change Order was		6/3/2022
The Contract Time will be adjusted by	(0)	Calendar Days
The new Contract Completion date, including this Change Order is therefore		6/3/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, INC. 6790 N. West Ave Fresno, CA 93711 ARCHITECT/ENGINEER:

By: Antonio Avila AIA

02/15/22 Date:

Accepted by:

BMY Construction Group, Inc 5485 E. Olive Ave Fresno CA 93727 **CONTRACTOR:** Bv: Mike Jones

Date

Authorized by:

Fresno Unified School District 4600 N. Brawley Fresno, CA 93722 OWNER: Alex Belanger BV: Date:

Change Order Summary Page 1 of 1



You are directed to make the following changes in this Contract:

Item 8-1 DESCRIPTION OF CHANGE:

Provide Plaster Control Joints at interior and exterior locations that exceed 144 square feet and at door frame locations to adjacent joints.

REASON FOR CHANGE:

Control of plaster shrinkage and cracking.

CHANGE CATEGORY: Designer E&O.

DOCUMENT REFERENCE: SI 17

Amount of this Change Order Item:	Increase \$	3,068.00
Time adjustment by this Change Order Item:	Increase	0 Days

Item 8-2 DESCRIPTION OF CHANGE:

Delete from scope attic heat detectors shown to be installed in Vestibule 123.

REASON FOR CHANGE:

Vestibule ceiling was removed per prior change leaving space open to roof deck above. All other components and requirements of fire alarm system to remain.

CHANGE CATEGORY:

District Requested change.

DOCUMENT REFERENCE:

RFI 156

Amount of this Change Order Item:	Decrease \$	(776.79)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 8-3 DESCRIPTION OF CHANGE:

Add slip-track and z-furring framing at horizontal beams along east wall of new gym (Grid Line 7).

REASON FOR CHANGE:

Steel beams intersecting metal stud framing not shown on contract documents.

CHANGE CATEGORY: Designer E&O.

DOCUMENT REFERENCE: SI 26

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase \$ 3,589.00 Increase 0 Days



Item 8-4 DESCRIPT

DESCRIPTION OF CHANGE:

Provide additional IDF Cabinet to be installed in the northwest corner of the new Practice Gym 119. Locate bottom of cabinet at 7' -3" A.F.F. Contractor to verify cabinet can be opened fully in location proposed. All Data outlets in the new gym shall be run to this new IDF.

REASON FOR CHANGE:

To ensure data cable does not exceed length limit of 300'.

CHANGE CATEGORY: Designer E & O.

DOCUMENT REFERENCE: RFP 30-1

-

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase \$ 7, Increase 0

7,449.00 0 Days

Item 8-5 DESCRIPTION OF CHANGE:

Remove purchase of turf aerator from scope of work.

REASON FOR CHANGE:

Contract documents included purchase of equipment that the District will procure outside of contract.

CHANGE CATEGORY: District Requested change.

DOCUMENT REFERENCE: RFP 34

Amount of this Change Order Item: Time adjustment by this Change Order Item: Decrease \$ (10,431.00) Increase 0 Days



Item 8-6

DESCRIPTION OF CHANGE:

Provide additional 3rd roof drain at lobby roof. Location to be centered between the two roof drains shown on drawings.

REASON FOR CHANGE:

To facilitate roof drainage around mechanical curbs and equipment and provide appropriate slopes to satisfy roofing warranty. CHANGE CATEGORY: Designer E & O.

DOCUMENT REFERENCE:

SI 25

Amount of this Change Order Item:	Increase \$	13,552.00
Time adjustment by this Change Order Item:	Increase	0 Days

Item 8-7 **DESCRIPTION OF CHANGE:**

Modify existing fire sprinkler line in Vestibule 123 to raise drops to bottom of deck.

REASON FOR CHANGE:

Due to demolition of soffit in Vestibule 123, file sprinklers were require to be modified for exposed coverage.

CHANGE CATEGORY: Designer E & O.

DOCUMENT REFERENCE: RFP 28

TOTAL TOTAL

Amount of this Change Order Item: Time adjustment by this Change Order Item:	Increase Increase	\$ 1,928.00 0 Days	
CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE INCREASE	\$ 18,378.21 0	

** End of CHANGE ORDER



9,963,000.00

\$



Facilities Management & Planning

Project Name:	Edison High School Gym Addition		Date:	2/23/22	
			Contractor:	BMY Construction	
DSA #:	02-117976		Architect:	Darden Architects	
BID #:	21-11		Change Order:	8	
Contract Summary:					
Bid Award Amount(s)					
Base Bid:					\$ 9,963,000.00
		*			

1

Total Agreement Amount:

Contract Adjustments:

Contract Adjustments	s:		District Reguested		ing agency nge post-bi		Jnknov	wn <u>,</u> unforeseen <u>,</u> hidden		Designer E & O		District/Designer		Total		
CC	#001						\$	10,240.00					\$	10,240.00		
cc	0 #002	\$	24,022.80				\$	7,763.00	\$	21,089.00			\$	52,874.80		
<i>cc</i>	<i>#003</i>								\$	91,284.00			\$	91,284.00		
cc	0 #004	\$	27,267.00				\$	43,345.50	\$	43,065.00			\$	113,677.50		
CC	<i>#005</i>	\$	56,346.00				\$	4,342.00	\$	1,896.60			\$	62,584.60		
со	# 006	\$	35,313.00		\$ 		\$	7,502.00	\$	7,834.00	\$	(4,848.80)	\$	45,800.20		
со	# 007	\$	57,267.00		\$ 3 4 2		\$	11,867.00	\$	16,802.00			\$	85,936.00		
со	# 008	\$	(11,207.79)		\$ 				\$	29,586.00			\$	18,378.21		
Totals:	-	\$	200,215.80	2.0%	\$ 390	0.0% \$		73,192.50 0.79	6\$	165,168.60	1.7% \$	(4,848.80)	0.0% \$	480,775.31	\$ 480,775.31	4.8
otal Contract Amour	nt with	Adjus	stments												\$ 10,443,775.31	



PROJECT NAME: Playground Equipment Replacements at Various Sites – Section A Gibson, Thomas, Turner Elementary Schools	CHANGE ORDER No. : 001 DSA File No. : NA Application No. : NA
CONTRACTOR :	DESIGNER'S PROJECT No. : NA
King Khan Drilling & Construction, Inc.	FUSD BID/CONTRACT No. : _ <u>21-48</u> _
9315 N Fowler Ave.	CONTRACTOR P.O. No's. : <u>704001A</u>
Clovis, CA 93619	703998A

704000A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows

The original Contract Sum was	\$	229,220.99
Net change by previously authorized Change Orders		(4 2)
The Contract Sum prior to this Change Order was		229,220.99
The Contract Sum will be adjusted by	\$	14,063.50
The new Contract Sum, including this Change Order will be		243,284.49
The Contract Completion date prior to this Change Order was		5-Sept-2021
The Contract Time will be adjusted by	(148)	Calendar Days
The new Contract Completion date, including this Change Order is therefore		31-Jan-2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

ARCHITECT/ENGINEER: N/A

Accepted by:	
Vain a.	

CONTRACTOR: / King Khan Drilling & Construction, Inc.

Khan Diep, President By:

Date: 3/1/2022

Authorized by:

OWNER: Fresno Unified School District

Karin Temple, COO

Date: 3/07/2022

By:

Date:



You are directed to make the following changes in this Contract:

Item 1-1 DESCRIPTION OF CHANGE:

Revise scope to build play structure in new location.

REASON FOR CHANGE:

Site admin requested to build new play structure in different location within kindergarten play area. Includes removal of hazardous trees, fencing and concrete.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

King Khan Drilling & Construction "Change Order Gibson-01" dated October 11, 2021.

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase: \$9,174.00 Increase: (14) Calendar Days

Item 1-2 DESCRIPTION OF CHANGE:

Add drywell at new playground pit.

REASON FOR CHANGE:

Original design and scope did not include means of drainage under rubber tile surfacing.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

King Khan Drilling & Construction "Change Order Gibson-02" dated December 13, 2021.

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase: \$4,889.50 Increase: (5) Calendar Days

Item 1-3 DESCRIPTION OF CHANGE:

Extend contract duration due to delay in owner-supplied material delivery date.

REASON FOR CHANGE:

Playground material delivery delays causing postponement of original contract start date.

CHANGE CATEGORY: Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:

N/A

Amount of this Change Order Item: Time adjustment by this Change Order Item: Increase: \$0 Increase: (129) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE: \$14,063.50 INCREASE (148) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail

	ł
Fresno Unified	
School District	

Maintenance & Operations

Project Name:	Playground Equipment Replacement	Date:	: 1/10/2022	
	at Various Sites	Contractor:	: King Khan Drilling & Const. Inc.	
DSA #:	N/A	Architect:	: N/A	
BID #:	21-48 / Section A	Change Order:	1	+1 <u>5</u> /
Contract Summary:		120		

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contract Summary,			Contraction of the second	
Bid Award Amount(s)				
		Base Bid:	\$	229,220.99
		Base Bid:	\$:. .
	* (#)	Additive Alternate 1:	\$	() <u>_</u>)
		Additive Alternate 2:	\$	1.
		Additive Alternate 3:	\$	
		Additive Alternate 4:	\$	
		Total Agreement Amount:	\$	229,220.99

Contract Adjustments:

ntract Adjustments:	4	District Requested	Go	verning agency req'd chan	ge post-bid Ur	nknown, unforeseer	n, hidden	Designer E & O	Dist	rict/Design	<u>ier</u>	Total		
CO #001	\$	14,063.50	\$	374	Lý -			\$ ÷.	\$		\$	14,063.50	·	
CO #002	\$	ŝ	\$	٠	\$			\$ 2	\$		\$	2		
CO #003	\$	8	\$	524	\$	2		\$ 2	\$: 1 2	\$	-		
9	\$	14	\$	- Car	\$			\$ -	\$::+::	\$	×		
	\$	3	\$	19 4 2	\$	*		\$ -	\$	(1 5)	\$	×		
	\$	-	\$		\$	×		\$ -	\$	-	\$	-	_	
Totals:	\$	14,063.50	6% \$. 	0% \$	-	0%	\$ ā	0% \$	174	0% \$	14,063.50	\$	14,063.50

Fresno Unified School District Board Agenda Item

Board Meeting Date: April 06, 2022

AGENDA ITEM A-19

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

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

TITLE AND SUBJECT: Ratify Purchase Orders from January 01, 2022 through January 31, 2022

ITEM DESCRIPTION: Included in the Board binders is information on purchase orders issued from January 01, 2022 through January 31, 2022. Purchase orders for \$10,000 or more are presented first, followed by purchase orders for less than \$10,000.

For the reported dates, no purchase orders are identified that may present a potential conflict of interest for an individual Board member. Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

FINANCIAL SUMMARY: Funding is noted on the attached pages.

PREPARED BY: Ann Loorz, Executive Director, Purchasing

CABINET APPROVAL: Karin Temple, Chief Operating Officer

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

SUPERINTENDENT APPROVAL:

ht A. Telo

THE FOLLOWING PURCHASE ORDERS ARE FOR \$10,000 OR MORE

PURCHASE ORDERS DATED JANUARY 01, 2022 TO JANUARY 31, 2022 RATIFICATION DATE APRIL 06, 2022

VENDOR/AUTHORITY AIMS EDUCATION FOUNDATION	DEPT 0790	PO NUMBER 749341	FUND 060	UNIT 7425	AMOUNT \$34,650.00
BOE 12/08/21 A-7					
ALL AMERICAN SPORTS USA	0725	748881	030	0172	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
	0335	749539	030	7090	\$11,601.03
BOE 06/02/21 A-13 (PIGGYBACK)					
	0887	749290	030	0140	\$13,366.25
BELOW BID LIMIT (PCC 20111)					***
	0850	749045	030	0674	\$21,001.94
BELOW BID LIMIT (PCC 20111)					
ATKINSON, ANDELSON, LOYA, RUUD & ROMO	1870	743258	030	0690	\$75,000.00
BOE 06/16/21 A-14	0740	740050			* 4 * • • • • • • • • • • • • • • • • • • •
B & H PHOTO-VIDEO, INC.	0710	748952	060	6388	\$10,292.86
BOE 06/02/21 A-13 (PIGGYBACK)	0740	740554			* ~~ ~ ~ ~ ~ ~
B & H PHOTO-VIDEO, INC.	0710	749554	060	6388	\$23,949.98
BOE 06/02/21 A-13 (PIGGYBACK)	0700	740744		0040	* 4 * • • • • • • • • • • • • • • • • • • •
BARNES & NOBLE, INC.	0702	740741	060	3010	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
BMY CONSTRUCTION GROUP, INC.	1145	696634	350	0913	\$85,936.00
BID 21-11					
BNP VENTURES, LLC	0850	749538	030	0681	\$14,000.00
BELOW BID LIMIT (PCC 20111)					
BOSCO FUNDRAISING, LLC	0470	749076	080	8210	\$10,528.10
BELOW BID LIMIT (PCC 20111)					
CALIFORNIA DEPT. OF EDUCATION	0702	749111	060	9075	\$75,000.00
BOE 10/27/21 A-21					
CDW GOVERNMENT, INC.	0885	749485	060	3212	\$63,000.00
BOE 12/08/21 A-15 (PIGGYBACK)					
CENTRAL SANITARY SUPPLY CO., INC.	1891	748883	030	0716	\$22,731.83
BOE 06/02/21 A-13					
CENTRAL VALLEY ASPHALT	1010	703889F	350	0917	\$92,359.07
BID 21-46F					
CENTRAL VALLEY ASPHALT	1015	703889B	350	0917	\$22,616.54
BID 21-46B			0.50	0047	* 4 4 995 59
	1175	703889E	350	0917	\$11,325.56
BID 21-46E					
	0925	742180	030	7230	\$10,000.00
BELOW BID LIMIT (PCC 20111)	100-		0.50	0040	
CITY OF FRESNO/PUBLIC WORKS FAC. MGMT.	1095	748921	350	0913	\$37,545.00
PUBLIC UTILITIES (PCC 10103)					

CKEPUSA, LLC	1961	749194	030	0188	\$11,295.54
BOE 06/02/21 A-13 (PIGGYBACK)	1001	7 - 0 10 -	000	0100	ψ11,200.04
CMEA/CALIF. MUSIC EDUCATORS ASSOC.	0727	749328	030	0168	\$11,680.00
BELOW BID LIMIT (PCC 20111)					, ,
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0765	749604	060	7425	\$41,430.21
BOE 06/02/21 A-13 (PIGGYBACK)					
DARDEN ARCHITECTS, INC.	1905	749332	120	6053	\$20,000.00
RFQ 20-13					
DARDEN ARCHITECTS, INC.	1905	749333	120	6053	\$20,000.00
RFQ 20-13					
DAVIS MORENO CONSTRUCTION, INC.	1185	607376	350	0912	\$62,849.73
BID 20-19					
DAVIS MORENO CONSTRUCTION, INC.	1285	703893A	250	9016	\$68,868.80
BID 21-53					
DAVIS MORENO CONSTRUCTION, INC.	1305	703893B	350	0913	\$75,363.06
BID 21-53					
DEBORAH L. MCCOY	0790	749439	060	7425	\$30,000.00
BOE 12/08/21 A-9					
DERRELS MINI STORAGE, INC.	0790	748856	060	7425	\$16,454.40
BELOW BID LIMIT (PCC 20111)					
DR-GRAPHIX	0795	749314	030	0500	\$25,000.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
EDUCATION & LEADERSHIP FOUNDATION, INC.	0758	749157	060	7803	\$44,000.00
BOE 12/15/21 A-9	0040	740450	000	0040	\$400.000.00
EDUCATION BEHAVIOR CONSULTANTS, INC.	0810	749156	030	0649	\$180,000.00
BOE 01/12/22 A-11 EFFECTIVE YOUTH SOLUTIONS	0910	740059	020	0640	¢00.000.00
BOE 08/11/21 A-6	0810	749058	030	0649	\$90,000.00
EKC ENTERPRISES, INC.	1185	749484	350	0917	\$24,044.19
BELOW BID LIMIT (PCC 20111)	1105	749404	330	0917	φ 24,044.1 9
EKC ENTERPRISES, INC.	1215	749607	350	0917	\$17,796.75
BELOW BID LIMIT (PCC 20111)	1210	143001	000	0317	ψ17,730.75
EKC ENTERPRISES, INC.	1440	749444	350	0917	\$14,874.05
BOE 01/08/14 A-10 (CUPCCAA)	1110		000	0011	φ11,071.00
FAN IN A BOX, LLC	0335	748928	030	7090	\$20,870.27
BELOW BID LIMIT (PCC 20111)					+
FELCRUM MNGMT. SOLUTIONS, INC. DBA THOUGHTEXCHANGE	0795	749438	060	3010	\$20,000.00
BOE 01/19/22 A-10					
FRESNO CHAFFEE ZOO	0790	749469	060	7425	\$19,800.00
BOE 11/17/21 A-4					
FRESNO PACIFIC UNIVERSITY	0701	748943	060	3210	\$60,000.00
BELOW BID LIMIT (PCC 20111)					
FUCHS GENERAL CONTRACTING	0705	748864	210	0905	\$11,400.00
BOE 01/08/14 A-10 (CUPCCAA)					
GEIL ENTERPRISES, INC.	1561	743034	350	0917	\$28,000.00

	1010	740225	120	5210	¢11 010 40
GOLD STAR FOODS, INC. BID 20-58	1910	749335	130	5310	\$11,012.40
	1910	749384	130	5310	¢20.021.60
GOLD STAR FOODS, INC. BID 20-58	1910	149304	130	5510	\$20,921.60
GOLD STAR FOODS, INC.	1910	749388	130	5310	\$33,997.60
BID 20-58	1910	749300	150	5510	\$55,997.00
GOLD STAR FOODS, INC.	1910	749395	130	5310	\$24,942.40
BOE 06/02/21 A-13 (PIGGYBACK)	1310	740000	100	5510	ΨΖΗ, 3ΗΖ. ΗΟ
GREAT AMERICAN INSURANCE COMPANY, INC.	1185	748848	060	6230	\$83,559.79
GREAT AMERICAN INSURANCE COMPANY, INC.		748848	350	0200	\$52,743.62
BID 19-42BCD	1100	110010	000	0017	ψ02,1 10.02
GREDALE, LLC	1891	748965	030	0716	\$15,275.14
BELOW BID LIMIT (PCC 20111)				00	<i>•••••••••••••••••••••••••••••••••••••</i>
HBC ENTERPRISES	1450	748809	350	0917	\$82,447.00
BOE 01/08/14 A-10 (CUPCCAA)					<i>+,</i> ···· <i>-</i>
ICE MILLER, LLP	1870	749495	030	0690	\$10,000.00
BOE 06/16/21 A-14					· · · · · · · · · · · · · · · · · · ·
INTEGRATED FOOD SERVICE	1910	748949	130	5310	\$34,592.00
BID 21-06					. ,
INTEGRATED FOOD SERVICE	1910	748951	130	5310	\$10,656.00
BID 21-06					
INTEGRATED FOOD SERVICE	1910	748953	130	5310	\$22,468.32
BID 21-06					
JASON ESQUIVEL	0790	749316	060	7425	\$10,200.00
BOE 11/17/21 A-5					
JOHNSON CONTROLS US HOLDINGS, LLC	1335	749162	350	0917	\$167,353.82
BOE 01/08/14 A-10 (CUPCCAA)					
JORDAN ESCOBAR	0850	748994	030	0681	\$10,000.00
BELOW BID LIMIT (PCC 20111)					
MARK T. HARRIS	0725	749154	030	0179	\$17,500.00
BOE 01/12/22 A-6					
METEOR EDUCATION, LLC	0895	749570	060	3210	\$29,592.45
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	0895	749572	060	3210	\$11,477.31
BOE 06/02/21 A-13 (PIGGYBACK)					
METEOR EDUCATION, LLC	1210	748885	350	0917	\$11,685.76
BOE 06/02/21 A-13 (PIGGYBACK)					
METRO UNIFORMS & ACCESSORIES	0925	742232	030	7230	\$15,000.00
BELOW BID LIMIT (PCC 20111)					
MICHAEL'S STORES	1578	749380	350	0912	\$12,991.17
BELOW BID LIMIT (PCC 20111)					
MIDLAND TRACTOR CO.	1920	749178	030	0188	\$12,351.90
BELOW BID LIMIT (PCC 20111)					
MINDSETS LEARNING, INC.	0790	749310	060	7425	\$141,525.00
BOE 11/17/21 A-6					
MOBILE MODULAR MGMNT. CORP.	1120	749043	350	0913	\$93,635.00

BOE 06/02/21 A-13 (PIGGYBACK)					
NETSYNC NETWORK SOLUTIONS, INC.	0887	749565	030	0143	\$283,989.68
BID 22-06					
NEW LIFE PHYSICAL THERAPY SERVICES PC,	0782	741599	060	6500	\$96,000.00
DBA GOODFELLOW THERAPY					
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					
OFFICE DEPOT	0090	OD000044254	030	7090	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0415	OD000043127	030	7090	\$10,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
OFFICE DEPOT	0701	OD000044320	060	3210	\$80,000.00
BOE 06/02/21 A-13 (PIGGYBACK)					
ONAN CAPITAL, INC.	1891	748996	030	0716	\$21,236.60
BELOW BID LIMIT (PCC 20111)					
ONAN CAPITAL, INC.	1891	749269	030	0716	\$70,081.61
BELOW BID LIMIT (PCC 20111)					
ORCHID INTERPRETING, INC.	0765	748876	060	7425	\$35,000.00
BOE 10/27/21 A-13					
ORIGAMI RISK, LLC	0880	748886	680	0851	\$32,550.00
ORIGAMI RISK, LLC	0880	748886	690	0861	\$60,450.00
BOE 12/15/21 A-15					
OUTFRONT MEDIA, INC.	0705	749383	110	6391	\$13,500.00
BELOW BID LIMIT (PCC 20111)					
P & R PAPER SUPPLY CO.	1910	749569	130	5310	\$13,695.44
BOE 12/08/21 A-15 (PIGGYBACK)					
PEACE WORKS, INC.	0758	749123	030	0117	\$10,000.00
INSTRUCTIONAL MATERIALS (PCC 20118.3)					
PLATINUM GROUP, THE	1910	748891	130	5310	\$117,720.11
EMERGENCY (PCC 1102)					
PLATINUM GROUP, THE	1910	749010	130	5310	\$41,911.95
BID 21-03					
PTGMB, LLC DBA MERCEDES BENZ OF FRESNO	0919	743858	060	8150	\$20,000.00
BELOW BID LIMIT (PCC 20111)					
QUINN RENTAL SERVICES	0335	749099	030	7090	\$11,528.44
BELOW BID LIMIT (PCC 20111)					
RED GOLD, LLC	1910	749398	130	5310	\$10,024.56
BID 21-06					
RED GOLD, LLC	1910	749405	130	5310	\$49,008.96
BID 21-06					
REVERE PACKAGING	1910	748933	130	5310	\$26,502.41
BID 20-17					
REVERE PACKAGING	1910	748935	130	5310	\$43,225.15
BID 20-17					
REVERE PACKAGING	1910	748936	130	5310	\$15,452.88
BID 20-17					
REVERE PACKAGING	1910	749004	130	5310	\$21,940.88
BID 20-17					

RMC ENTERPRISES, INC.	1210	748698	350	0917	\$24,985.00
	0044	740446	060	2210	¢40 710 00
SCHOOL SPECIALTY, LLC BOE 06/02/21 A-13 (PIGGYBACK)	0241	749446	060	3210	\$43,713.08
SCHOOL SPORT	1395	749449	350	0917	¢17.095.00
BOE 01/08/14 A-10 (CUPCCAA)	1393	149449	350	0917	\$17,985.00
SIERRA SEAL COATING	0919	748913	060	8150	\$14,000.00
BOE 01/08/14 A-10 (CUPCCAA)	0919	740913	000	0150	φ14,000.00
SIM ARCHITECTS	1905	749334	120	6053	\$20,000.00
RFQ 20-13	1900	749334	120	0000	φ20,000.00
SONSRAY MACHINERY AG	0919	749530	060	8150	\$25,000.00
BELOW BID LIMIT (PCC 20111)	0919	749550	000	0150	φ23,000.00
STATE ARCHITECT, DIVISION OF	1961	748999	350	0917	\$11,340.00
PUBLIC AUTHORITY (PCC 10103)	1901	740999	330	0917	φ11,340.00
SYSCO OF CENTRAL CALIFORNIA	1910	748481	130	5310	\$250,000.00
BOE 12/08/21 A-15 (PIGGYBACK)	1910	740401	130	3310	φ230,000.00
SYSCO OF CENTRAL CALIFORNIA	1910	748874	130	5310	\$14,252.80
BOE 12/08/21 A-15 (PIGGYBACK)	1910	740074	150	3310	φ14,232.00
SYSCO OF CENTRAL CALIFORNIA	1910	748924	130	5310	\$21,561.65
BOE 12/08/21 A-15 (PIGGYBACK)	1910	140924	130	5510	φ21,301.03
SYSCO OF CENTRAL CALIFORNIA	1910	748927	130	5310	¢01 561 65
	1910	140921	130	5510	\$21,561.65
	1010	740501	120	E210	¢00.004.50
SYSCO OF CENTRAL CALIFORNIA	1910	749591	130	5310	\$29,384.52
BOE 12/08/21 A-15 (PIGGYBACK)	0000	740005	000	2240	¢404 000 00
TETER ARCHITECTS, LLP	0920	749225	060	3210	\$121,300.00
RFQ 20-14 SECTION 3	1001	740004	020	0740	¢20.000.04
THE HOME DEPOT PRO	1891	749094	030	0716	\$30,288.94
	4405	740450	250	0017	¢00.004.00
	1135	749450	350	0917	\$23,894.00
	0010	744405	060	9150	¢25,000,00
	0919	741125	060	8150	\$25,000.00
BELOW BID LIMIT (PCC 20111)	0040	744400	000	0450	¢40.000.00
	0919	741160	060	8150	\$10,000.00
	1001	740000	020	0740	¢50 707 04
	1891	748983	030	0716	\$59,727.94
BOE 06/02/21 A-13 (PIGGYBACK)	4750	740000	000	2010	¢01 500 00
WEST ED	1758	749208	060	3010	\$91,500.00
BOE 10/27/21 A-18	1155	6061594	250	0012	¢1 150 101 96
WESTERN SURETY COMPANY	1155	696158A	350	0913	\$1,150,121.86
	0705	7/0124	020	0173	¢17 767 00
WONDER VALLEY RANCH RESORT	0725	749131	030	0173	\$17,767.00
BOE 06/16/21 B-44 (BUNDLED CONTRACTS)					

THE FOLLOWING PURCHASE ORDERS ARE UNDER \$10,000

PURCHASE ORDERS DATED JANUARY 01, 2022 TO JANUARY 31, 2022 RATIFICATION DATE APRIL 06, 2022

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
4IMPRINT, INC.	0135	749611	030	0171	\$330.97
A&A TEXTILES	0055	749072	030	0125	\$415.00
A. J. TROPHIES	0295	749128	030	7090	\$1,566.90
ABDO PUBLISHING COMPANY	1090	749579	060	3010	\$3,750.50
ABDO PUBLISHING COMPANY	1160	749365	060	3010	\$1,645.97
ACADEMIC GAMEPLAN	0395	748888	070	0761	\$5,498.75
ACCURATE LABEL DESIGNS, INC.	0250	749242	030	7099	\$120.22
ACE FENCE COMPANY	1490	749513	350	0917	\$5,521.20
ACE PARKING MANAGEMENT, INC.	0885	749132	030	0140	\$2,700.00
ACE TROPHY SHOP	0700	748993	030	0606	\$110.52
ACTIVE NETWORK, LLC	0185	749263	030	0172	\$986.89
AFFINITY TRUCK CENTER	0925	742174	030	7230	\$5,000.00
AIR & LUBE SYSTEMS, INC.	0925	740734	030	7230	\$1,000.00
ALERT-O-LITE, INC.	1415	703139A	350	0917	\$445.00
ALL AMERICAN SPORTS USA	0045	749119	030	7099	\$2,967.34
ALL AMERICAN SPORTS USA	0215	749046	030	0172	\$1,982.80
ALL AMERICAN SPORTS USA	0315	748855	030	0171	\$1,318.74
ALL AMERICAN SPORTS USA	0315	748855	030	0172	\$3,956.22
ALL AMERICAN SPORTS USA	0365	749199	030	0172	\$412.56
ALL AMERICAN SPORTS USA	0470	749047	030	0172	\$1,434.69
ALL AMERICAN SPORTS USA	0710	743662	030	0152	\$2,000.00
ALL SIGNS	0893	749150	030	0662	\$782.19
ALLARD'S, INC.	0055	749070	030	0125	\$1,000.00
ALLARD'S, INC.	0727	747680	030	0169	\$1,000.00
ALLARD'S, INC.	0727	748892	030	0168	\$850.00
ALLARD'S, INC.	0727	748893	030	0168	\$850.00
ALLARD'S, INC.	0727	748894	030	0168	\$850.00
ALLARD'S, INC.	0727	748895	030	0168	\$400.00
ALLARD'S, INC.	0727	748896	030	0168	\$400.00
ALLARD'S, INC.	0727	748897	030	0168	\$450.00
ALLARD'S, INC.	0727	748898	030	0169	\$850.00
ALLARD'S, INC.	0727	748899	030	0169	\$850.00
ALLARD'S, INC.	0727	748900	030	0169	\$450.00
ALLARD'S, INC.	0727	748901	030	0169	\$850.00
ALLARD'S, INC.	0727	749617	030	0168	\$850.00
ALLIED STORAGE CONTAINERS, INC.	1235	748918	350	0917	\$3,081.47
A-MARK T-SHIRT, INC.	0055	749582	030	0181	\$4,334.00
A-MARK T-SHIRT, INC.	0225	748931	080	8210	\$277.92
A-MARK T-SHIRT, INC.	0335	749201	030	7090	\$2,000.00
A-MARK T-SHIRT, INC.	0415	749103	030	0173	\$2,573.31

A-MARK T-SHIRT, INC.	0440	749462	030	0171	\$1,000.00
A-MARK T-SHIRT, INC.	0553	749523	030	0133	\$500.25
AMAZON CAPITAL SERVICES	0075	749552	030	0171	\$1,894.72
AMAZON CAPITAL SERVICES	0810	748388	030	0642	\$109.82
AMAZON CAPITAL SERVICES	0810	749108	030	0642	\$117.34
AMAZON CAPITAL SERVICES	0810	749563	030	0141	\$471.03
AMAZON CAPITAL SERVICES	0812	749074	030	0137	\$354.24
AMAZON.COM, LLC	0700	749519	060	3010	\$135.17
AMAZON.COM, LLC	0850	749087	030	0681	\$24.42
AMAZON.COM, LLC	0850	749143	030	0681	\$21.66
AMERICAN MUSIC	0150	749191	030	7090	\$5,354.06
AMERICAN MUSIC	0895	TA221076554A	030	0112	\$515.00
AMERICAN PAYROLL INSTITUTE, INC.	0889	749187	030	0709	\$275.00
ANDYMARK, INC.	0710	748954	060	6388	\$965.36
ANIXTER, INC.	0919	749577	060	8150	\$2,391.16
ANOTHER LEVEL TRAINING ACADEMY	0725	749294	030	0179	\$5,000.00
ARCHER AND HOUND	0185	749413	030	0171	\$1,936.40
ARCHER AND HOUND	0700	748944	030	0144	\$432.32
ARCHER AND HOUND	0758	749299	060	4201	\$2,015.00
ARTWORKZ, EMBROIDERY & SCREEN PRINTING	0790	749205	060	7425	\$7,500.00
ASIAN SUPERMARKET	0701	749052	060	3210	\$500.00
AT&T MOBILITY	0796	749436	030	0667	\$52.40
AT&T MOBILITY	0796	AT000043031	030	0667	\$1,200.00
AT&T MOBILITY	0860	749443	030	0694	\$59.44
AT&T MOBILITY	0860	AT000043022	030	0694	\$300.00
AT&T MOBILITY	1810	749441	060	3010	\$178.32
AT&T MOBILITY	1810	AT000043076A	060	3010	\$750.00
A-Z BUS SALES, INC.	0925	742173	030	7230	\$9,000.00
B & H PHOTO-VIDEO, INC.	0260	749336	030	7099	\$393.18
B & H PHOTO-VIDEO, INC	0265	749575	030	7090	\$4,025.05
B & H PHOTO-VIDEO, INC.	0395	749435	030	7090	\$738.95
B & H PHOTO-VIDEO, INC.	0710	747569	060	3550	\$758.87
B & H PHOTO-VIDEO, INC.	0710	748955	060	6388	\$522.79
B & H PHOTO-VIDEO, INC.	0855	748860	030	0670	\$507.66
BARGAIN PARTY RENTAL	0601	749166	030	0500	\$304.40
BARNES & NOBLE, INC.	0005	749622	060	3010	\$2,000.48
BARNES & NOBLE, INC.	0030	749621	030	0625	\$600.00
BARNES & NOBLE, INC.	0045	749159	030	0113	\$400.00
BARNES & NOBLE, INC.	0105	749620	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0145	749220	030	7090	\$324.40
BARNES & NOBLE, INC.	0155	748889	030	0113	\$1,232.55
BARNES & NOBLE, INC.	0325	749426	030	0113	\$200.00
BARNES & NOBLE, INC.	0417	748990	030	0625	\$1,000.00
BARNES & NOBLE, INC.	0530	749091	030	0110	\$320.00
BARNES & NOBLE, INC.	0530	749092	030	7091	\$2,000.00
BARNES & NOBLE, INC.	0675	749302	110	6391	\$693.44
BARNES & NOBLE, INC.	0700	749503	060	3010	\$1,094.61

BARNES & NOBLE, INC.	0701	748962	060	3210	\$6,481.57
BARNES & NOBLE, INC.	0701	749345	060	3210	\$796.37
BARNES & NOBLE, INC.	0895	TA221048403	030	0112	\$515.00
BARNES & NOBLE, INC.	0895	TA221066138	030	0112	\$515.00
BARNES & NOBLE, INC.	1430	749374	030	0192	\$136.54
BARNES & NOBLE, INC.	1500	745725	060	3010	\$500.00
BARNES & NOBLE, INC.	1748	749320	060	6300	\$1,985.90
BIG 5 SPORTING GOODS CORP.	0265	749327	030	7090	\$3,500.00
BIGGER FASTER & STRONGER, INC.	0145	748135	030	7090	\$249.00
BLAIR, CHURCH & FLYNN	1950	599946	350	0917	\$7,600.00
BLICK ART MATERIALS	0185	749098	030	0125	\$413.23
BLICK ART MATERIALS	0185	749141	030	0125	\$289.74
BLICK ART MATERIALS	0727	749012	030	0168	\$849.67
BOBBY SALAZAR'S/BLACKSTONE, DBA A & M BROS, LLC	0145	740323	030	7090	\$2,000.00
BOBBY SALAZAR'S/W. SHAW	0105	748916	030	0114	\$750.00
BOOMERANG PROJECT, THE	0505	749608	030	0173	\$3,245.00
BRAINPOP.COM, LLC	0035	749534	030	7090	\$3,250.00
BRIGHT MORNING CONSULTING, INC.	0701	749248	060	3210	\$4,400.00
BROAD REACH	0455	749195	030	0625	\$406.01
BRONCO FOUNDATION	0421	749400	030	0125	\$100.00
BRONCO FOUNDATION	0421	749402	030	0125	\$450.00
BRONCO FOUNDATION	0421	749403	030	0125	\$450.00
BROOKS RANSOM ASSOC.	1395	749624	350	0917	\$8,750.00
BULLARD TALENT STUDENT BODY	0725	749593	030	0173	\$1,188.00
CADA CENTRAL	0145	749135	030	7090	\$1,148.00
CALIF. ACADEMY OF SCIENCES	0725	748917	030	0173	\$798.75
CALIF. ACADEMY OF SCIENCES	0725	748920	030	0173	\$1,293.75
CALIF. ASSOC. OF AFRICAN	0725	749463	030	0179	\$650.00
CALIF. ASSOCIATION OF SKILLS USA, INC.	0710	748882	060	3550	\$760.00
CALIFORNIA BUSINESS MACH., INC.	0195	749233	030	7099	\$97.52
CALIFORNIA BUSINESS MACH., INC.	0395	749179	030	0125	\$192.76
CALIFORNIA DEPT. OF EDUCATION	1910	748850	130	5310	\$1,400.00
CALIFORNIA DEPT. OF EDUCATION	1910	748865	130	5310	\$1,400.00
CALIFORNIA DEPT. OF EDUCATION	1910	748880	130	5310	\$1,320.00
CALIFORNIA DEPT. OF EDUCATION	1910	748979	130	5310	\$2,964.00
CALIFORNIA DEPT. OF EDUCATION	1910	748981	130	5310	\$650.00
CALIFORNIA DEPT. OF EDUCATION	1910	749145	130	5310	\$320.00
CALIFORNIA DEPT. OF EDUCATION	1910	749151	130	5310	\$840.00
CALIFORNIA DEPT. OF EDUCATION	1910	749204	130	5310	\$432.00
CALIFORNIA DEPT. OF EDUCATION	1910	749373	130	5310	\$7,524.90
CALIFORNIA DEPT. OF EDUCATION	1910	749375	130	5310	\$1,491.30
CALPERS LONG TERM CARE PROG.	0890	749447	030	0708	\$3,739.00
CALSPRA	0860	748997	030	0694	\$250.00
CALSPRA	0860	749246	030	0694	\$120.00
CALVERT CATERING, DBA APPLE SPICE	0235	741762	030	7090	\$200.00
CALVIN CREST CAMP	0725	748987	030	0173	\$5,000.00

CALVIN CREST CAMP	0725	748988	030	0173	\$6,000.00
CANYON SPRINGS HIGH SCHOOL	0055	749598	030	0172	\$495.00
CAPTUREIT! IMPRINTING	0265	748973	030	7090	\$5,000.00
CARUTHERS HIGH SCHOOL	0395	749160	030	0172	\$75.00
CASBO PROFESSIONAL DEV.	0890	749061	030	0708	\$1,530.00
CDW GOVERNMENT, INC.	0010	749515	030	7090	\$379.23
CDW GOVERNMENT, INC.	0030	749180	030	0115	\$270.88
CDW GOVERNMENT, INC.	0030	749235	030	0115	\$204.78
CDW GOVERNMENT, INC.	0095	749543	030	7090	\$713.48
CDW GOVERNMENT, INC.	0105	749428	030	7090	\$562.34
CDW GOVERNMENT, INC.	0185	748975	030	7091	\$313.13
CDW GOVERNMENT, INC.	0185	749185	060	3010	\$3,646.89
CDW GOVERNMENT, INC.	0185	749430	030	7099	\$1,586.83
CDW GOVERNMENT, INC.	0220	749315	030	7090	\$270.88
CDW GOVERNMENT, INC.	0320	749214	030	7090	\$1,911.88
	0320			7090	
CDW GOVERNMENT, INC.		749217	030		\$1,911.88
CDW GOVERNMENT, INC.	0430	749184	060	3010	\$333.72
CDW GOVERNMENT, INC.	0435	749023	030	0643	\$1,240.11
CDW GOVERNMENT, INC.	0490	749482	030	0643	\$977.10
CDW GOVERNMENT, INC.	0490	749482	030	7091	\$1,737.07
CDW GOVERNMENT, INC.	0565	749313	030	7090	\$409.56
CDW GOVERNMENT, INC.	0617	749557	030	0500	\$3,894.70
CDW GOVERNMENT, INC.	0700	749182	060	3010	\$338.59
CDW GOVERNMENT, INC.	0710	748948	060	6388	\$1,511.48
CDW GOVERNMENT, INC.	0710	749481	030	0152	\$256.79
CDW GOVERNMENT, INC.	0758	748976	030	7091	\$189.61
CDW GOVERNMENT, INC.	0758	749218	030	7091	\$5,090.28
CDW GOVERNMENT, INC.	0765	749546	060	9021	\$2,390.00
CDW GOVERNMENT, INC.	0787	748956	060	6500	\$1,225.44
CDW GOVERNMENT, INC.	0790	749312	060	4124	\$119.19
CDW GOVERNMENT, INC.	0790	749312	060	6010	\$238.37
CDW GOVERNMENT, INC.	0790	749312	060	7425	\$238.37
CDW GOVERNMENT, INC.	0810	749432	030	0640	\$1,240.11
CDW GOVERNMENT, INC.	0810	749434	030	0640	\$795.87
CDW GOVERNMENT, INC.	0850	748974	030	0681	\$177.69
CDW GOVERNMENT, INC.	0852	748925	030	0500	\$177.69
CDW GOVERNMENT, INC.	0852	749014	030	0679	\$109.99
CDW GOVERNMENT, INC.	0860	748957	030	0694	
					\$355.39
CDW GOVERNMENT, INC.	0893	749181	030	0662	\$849.88
CDW GOVERNMENT, INC.	0915	749183	030	0712	\$869.50
CENCAL SERVICES, INC.	1561	749437	350	0917	\$5,885.13
CENTER FOR LAND-BASED LEARNING	0710	749291	030	0152	\$525.00
CENTRAL SANITARY SUPPLY CO., INC.	1891	748926	030	0716	\$7,564.83
CENTRAL VALLEY AIRLESS, INC.	0395	749453	030	0172	\$1,500.00
CENTRAL VALLEY SPORTS, LLC	0030	749533	030	0171	\$425.85
CENTRAL VALLEY SPORTS STITCH & INK	0230	741477	030	7090	\$5,000.00
CENTRAL VALLEY SPORTS STITCH & INK	0335	749586	030	7090	\$7,198.22
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CHILDREN'S PLUS, INC.	1530	748862	060	3010	\$975.68
CIF CENTRAL SECTION	0055	749056	030	0172	\$250.00
CIF CENTRAL SECTION	0055	749216	030	0172	\$250.00
CIF CENTRAL SECTION	0145	749262	030	0172	\$250.00
CLAY MIX	0235	746498	030	0125	\$300.00
CLAY MIX	0727	748906	030	0169	\$400.00
CLAY MIX	0727	748907	030	0169	\$850.00
CLAY MIX	0727	748908	030	0168	\$450.00
CLAY MIX	0727	748909	030	0168	\$850.00
CLAY MIX	0727	748910	030	0168	\$450.00
CLOVIS EAST HIGH SCHOOL	0335	749406	030	0172	\$135.00
CLOVIS HIGH SCHOOL	0335	749468	030	0172	\$75.00
CLOVIS NORTH HIGH SCHOOL	0185	749252	030	0172	\$200.00
COALITION FOR ADEQUATE SCHOOL HOUSING	1920	749392	030	0734	\$1,272.00
COLE ELECTRIC, LLC	0015	749360	030	7090	\$240.00
COLE ELECTRIC, LLC	0320	749615	030	7091	\$350.00
COLE ELECTRIC, LLC	0320	749616	030	7090	\$350.00
COLE ELECTRIC, LLC	0435	749612	030	0643	\$350.00
COMMUNITY PRODUCTS, LLC-RIFTON	0765	749606	060	7425	\$3,289.63
EQUIPMENT	0700	743000	000	7425	ψ0,209.00
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	749391	060	6500	\$4,436.94
COMMUNITY PRODUCTS, LLC-RIFTON EQUIPMENT	0788	749393	060	6500	\$4,436.94
CONSORTIUM FOR SCHOOL NETWORKING	0885	749289	030	0140	\$1,750.00
CONSORTIUM FOR SCHOOL NETWORKING	0886	749206	030	0140	\$375.00
CORE BUSINESS INTERIORS, INC.	0850	749344	030	0674	\$2,413.20
CORNER BAKERY CAFE	0706	740571	030	0152	\$1,200.00
CORWIN PRESS	0395	749042	030	7090	\$822.00
COUNCIL OF THE GREAT CITY	0886	749286	030	0140	\$300.00
COURTESY MOVING SERVICE	0700	743185	030	0606	\$7,500.00
COURTESY MOVING SERVICE	1215	691008A	350	0917	\$1,000.00
COURTESY MOVING SERVICE	1423	697430A	350	0917	\$37.50
CRESCO	0127	749562	030	7099	\$739.79
CRESCO	1910	749275	130	5310	\$2,918.95
CRESCO	1910	749433	130	5310	\$1,841.95
CRISIS PREVENTION INST., INC.	0785	749361	060	6500	\$8,382.38
CRISIS PREVENTION INST., INC.	0785	749540	060	6500	\$1,199.00
CRISIS PREVENTION INST., INC.	0880	749371	680	0851	\$1,199.00
CTA/BURLINGAME	0415	748579	060	3182	\$390.00
CULLINAN EDUCATION CENTER	0315	748797	030	7090	\$1,290.00
CULLINAN EDUCATION CENTER	0490	749203	030	7099	\$3,870.00
DAYLIGHT FOODS, INC.	1910	748331	130	5310	\$7,000.00
DEBORAH L. MCCOY	0030	749415	030	0172	\$8,000.00
DECKER EQUIPMENT	0165	749456	080	8210	\$96.27
DELANEY EDUCATIONAL ENTERPRISE	0385	749213	030	7090	\$1,622.78
DELANEY EDUCATIONAL ENTERPRISE	1435	749080	060	3010	\$807.74
DELI DELICIOUS	0852	748873	030	0679	\$500.00
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DELTA EDUCATION	0565	749301	030	7099	\$2,979.63
DEMCO, INC.	0010	749378	030	0625	\$1,018.24
DEMCO, INC.	0055	749222	030	0625	\$2,589.61
DEMCO, INC.	0055	749306	030	0625	\$5,325.89
DEMCO, INC.	0355	749019	030	0171	\$86.19
DEMCO, INC.	0455	749122	030	0625	\$1,816.91
DEMCO, INC.	1155	749082	060	3010	\$3,168.54
DEMCO, INC.	1380	749358	060	3010	\$746.86
DEMCO, INC.	1435	749089	060	3010	\$555.32
DEMCO, INC.	1530	749171	060	3010	\$437.59
DENCO SALES	0230	746079	030	7090	\$1,500.00
DENI CAMIT	0810	740799	030	0649	\$7,990.00
DERREL'S MINI STORAGE #21/TULARE ST.	0758	749037	030	7091	\$939.60
DEVELOPMENT GROUP, INC.	0886	749227	030	0140	\$1,005.31
DIANA COURT, INC.	0810	749459	030	0640	\$1,200.00
DIANA COURT, INC.	0860	749457	030	0693	\$600.00
DICICCOS ITALIAN RESTAURANT	0535	748982	030	0111	\$550.00
DISCOVERY CENTER, THE	0355	749134	080	8210	\$1,044.00
DJM DRAPERY SERVICE	1421	749279	350	0210	\$395.48
DL SIGN SYSTEMS	0315	748851	030	7099	\$395.40 \$2,139.91
DONALD KEITH CAPPELLUTI	0230		060	3010	
		749399			\$1,500.00
	0790	748946	060	7425	\$2,000.00
	0005	749566	030	0171	\$768.00
DOUGGY FRESH PIZZA	0145	749418	060	6385	\$2,000.00
DOUGGY FRESH PIZZA	0185	744294	030	0625	\$250.00
DR-GRAPHIX	0758	749147	030	0117	\$434.00
DUTCH BROS COFFEE FRESNO	0417	749095	030	0114	\$600.00
DUTCH BROS COFFEE FRESNO	0530	749093	030	0111	\$650.00
DUTCH BROS COFFEE FRESNO	0850	749133	030	0188	\$5,147.00
EASTBAY	0421	749297	030	0172	\$662.33
EDITMENTOR	0710	749483	060	3550	\$3,910.00
EDJE, LLC	0005	749502	080	8210	\$1,700.00
EDPUZZLE, INC.	0421	749186	030	0625	\$1,760.00
EKC ENTERPRISES, INC.	0020	749015	030	7091	\$4,304.34
EKC ENTERPRISES, INC.	0155	749618	030	7090	\$1,486.53
EKC ENTERPRISES, INC.	0445	749196	060	3182	\$2,438.54
EKC ENTERPRISES, INC.	0919	748938	060	8150	\$9,126.00
EKC ENTERPRISES, INC.	1235	749448	350	0916	\$3,650.11
EKC ENTERPRISES, INC.	1235	749518	350	0916	\$910.00
ELITE MEDICAL & DENTAL SUPPLY	0880	749270	680	0851	\$1,780.30
ENABLING DEVICES, INC.	0552	749008	030	0133	\$370.45
ENVIRO CLEAN	1095	749408	350	0913	\$9,033.30
ESPECIAL NEEDS, LLC	0788	749396	060	6500	\$733.26
ESPECIAL NEEDS, LLC	0788	749397	060	6500	\$1,026.56
EVERYCHILD CALIFORNIA	0765	749295	030	0192	\$50.00
EXECUTIVE CATERING	0130	740588	030	7090	\$5,000.00
EXPO AUDIO VISUAL	0885	749192	030	0140	\$330.00

EXPO PARTY RENTAL & SALES	0230	748961	030	0124	\$1,470.00
EXPO PARTY RENTAL & SALES	0885	749190	030	0140	\$1,284.33
FAMILYID, INC.	0335	749445	030	0172	\$1,345.50
FAN IN A BOX, LLC	0335	746050	060	722C	\$10.83
FIRST STRING SPORTS	0055	740445	030	0172	\$5,000.00
FIRST STRING SPORTS	0055	749057	030	0172	\$1,196.11
FIRST STRING SPORTS	0055	749599	030	0172	\$2,200.00
FIRST STRING SPORTS	0105	748919	030	0172	\$1,872.77
FIRST STRING SPORTS	0105	749404	030	0172	\$744.97
FIRST STRING SPORTS	0145	749259	030	0172	\$2,500.00
FIRST STRING SPORTS	0170	740454	030	0172	\$2,650.00
FIRST STRING SPORTS	0235	749026	030	0172	\$1,384.36
FIRST STRING SPORTS	0410	749161	030	0172	\$402.28
FIRST STRING SPORTS	0455	746775	030	0172	\$3,500.00
FIRST STRING SPORTS	1891	748859	030	0716	\$1,625.25
FLAGHOUSE	0100	749000	030	7090	\$231.60
FLINN SCIENTIFIC, INC.	0145	749146	030	7090	\$1,429.39
FLINN SCIENTIFIC, INC.	0395	749357	030	0125	\$424.70
FLINN SCIENTIFIC, INC.	1748	749066	060	6300	\$660.11
FLINN SCIENTIFIC, INC.	1748	749068	060	6300	\$497.61
FLINN SCIENTIFIC, INC.	1748	749071	060	6300	\$35.03
FLINN SCIENTIFIC, INC.	1748	749077	060	6300	\$801.25
FLINN SCIENTIFIC, INC.	1748	749078	060	6300	\$1,629.30
FLINN SCIENTIFIC, INC.	1748	749081	060	6300	\$1,602.50
FLINN SCIENTIFIC, INC.	1748	749083	060	6300	\$10.13
FLINN SCIENTIFIC, INC.	1748	749112	060	6300	\$18.35
FLINN SCIENTIFIC, INC.	1748	749113	060	6300	\$35.03
FLINN SCIENTIFIC, INC.	1748	749114	060	6300	\$1,873.20
FLINN SCIENTIFIC, INC.	1748	749115	060	6300	\$135.41
FLINN SCIENTIFIC, INC.	1748	749116	060	6300	\$65.30
FLINN SCIENTIFIC, INC.	1748	749124	060	6300	\$315.02
FLINN SCIENTIFIC, INC.	1748	749126	060	6300	\$96.19
FLINN SCIENTIFIC, INC.	1748	749138	060	6300	\$57.34
FLINN SCIENTIFIC, INC.	1748	749165A	060	6300	\$3,741.59
FLINN SCIENTIFIC, INC.	1748	749177	060	6300	\$1,017.77
FLINN SCIENTIFIC, INC.	1748	749251	060	6300	\$863.31
FOCUS PACKAGING & SUPPLY CO.	1910	749085	130	5310	\$1,633.92
FOCUS PACKAGING & SUPPLY CO.	1910	749351	130	5310	\$6,761.04
FOLLETT SCHOOL SOLUTIONS, INC.	0010	749379	030	0625	\$553.68
FOLLETT SCHOOL SOLUTIONS, INC.	1155	749084	060	3010	\$662.01
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1145	749059	350	0912	\$3,370.00
FORENSIC ANALYTICAL CONSULTING SERVICES, INC.	1961	749625	350	0917	\$3,530.00
FRESNO AG HARDWARE	0710	749479	060	6388	\$800.00
FRESNO BREAKFAST HOUSE, LLC	0355	748947	030	0113	\$2,500.00
FRESNO CHAMBER OF COMMERCE	0885	749288	030	0140	\$614.00

FRESNO COUNCIL ON CHILD ABUSE	0796	748985	030	0667	\$40.00
FRESNO TOOL & INDUSTRIAL SUPPLY	0925	742342	030	7230	\$2,000.00
FRESNO UNIFIED SCHOOL DISTRICT	0758	749440	030	7091	\$2,900.00
FRESNO UNIFIED SCHOOL DISTRICT	0811	749442	030	0130	\$1,500.00
FTP GOLF MANAGEMENT, LLC	0145	749137	030	0172	\$107.00
FUCHS GENERAL CONTRACTING	0710	748863	030	0152	\$2,500.00
FUGE, CHRISTOPHER	0417	749573	030	0171	\$490.70
FUTURE BUSINESS LEADERS OF AMERICA	0710	748986	060	6387	\$300.00
G W SCHOOL SUPPLY	0010	749507	030	0115	\$1,000.00
G W SCHOOL SUPPLY	0025	749520	030	7090	\$400.00
G W SCHOOL SUPPLY	0025	749521	030	7090	\$250.00
G W SCHOOL SUPPLY	0045	749169	030	0113	\$848.00
G W SCHOOL SUPPLY	0045	749170	030	0113	\$424.00
G W SCHOOL SUPPLY	0135	749139	030	7099	\$500.00
G W SCHOOL SUPPLY	0155	748890	030	0113	\$232.55
G W SCHOOL SUPPLY	0155	749498	030	0113	\$232.55
G W SCHOOL SUPPLY	0208	749429	030	0110	\$100.00
G W SCHOOL SUPPLY	0265	748972	030	7090	\$800.00
G W SCHOOL SUPPLY	0265	749353	030	7090	\$1,500.00
G W SCHOOL SUPPLY	0200	749350	030	0113	\$515.00
G W SCHOOL SUPPLY	0270	749352	030	0113	\$200.00
G W SCHOOL SUPPLY	0320	749508	030	7091	\$200.00 \$100.00
G W SCHOOL SUPPLY	0325	749300	030	0113	\$400.00
G W SCHOOL SUPPLY	0325		030	0113	
		749522			\$737.00 \$200.00
	0417	749243	030	0171	\$300.00
	0421	749221	060	6500	\$200.00
	0430	749167	060	6500	\$200.00
	0435	749500	060	6500	\$200.00
G W SCHOOL SUPPLY	0460	749362	030	0110	\$232.00
G W SCHOOL SUPPLY	0460	749363	030	0110	\$300.00
G W SCHOOL SUPPLY	0460	749364	030	0110	\$135.00
G W SCHOOL SUPPLY	0510	749189	030	0192	\$500.00
G W SCHOOL SUPPLY	0701	749075	060	3210	\$600.00
G W SCHOOL SUPPLY	0727	748912	030	0168	\$400.00
G W SCHOOL SUPPLY	0895	TA221072203	030	0112	\$515.00
G W SCHOOL SUPPLY	1160	749349	060	3010	\$300.00
G W SCHOOL SUPPLY	1535	749619	030	0192	\$200.00
G W SCHOOL SUPPLY	1748	749144	060	6300	\$122.73
GATEWAY ICE CENTER	0550	749287	030	0172	\$750.00
GEIL ENTERPRISES, INC.	1435	748857	350	0917	\$2,992.50
GENERATION GENIUS, INC.	0295	749317	030	7099	\$1,295.00
GETTMAN, STEVEN	0460	749267	030	0111	\$206.03
GOLD STAR FOODS, INC.	1910	740842	130	5310	\$72.00
GOLD STAR FOODS, INC.	1910	742410	130	5310	\$504.00
GOLD STAR FOODS, INC.	1910	748869	130	5310	\$8,988.80
GOLD STAR FOODS, INC.	1910	748870	130	5310	\$5,616.00
GOLD STAR FOODS, INC.	1910	748992	130	5310	\$8,700.00

GOLD STAR FOODS, INC.	1910	749390	130	5310	\$9,256.80
GOLDEN WEST HIGH SCHOOL	0145	749253	030	0172	\$100.00
GOLDEN WEST HIGH SCHOOL	0145	749272	030	0172	\$350.00
GOPHER	0005	749007	030	0172	\$2,392.35
GOPHER	0145	749410	030	0172	\$995.96
GOPHER	0170	749223	030	7090	\$486.34
GOPHER	0185	748967	030	0125	\$1,531.14
GOPHER	0335	749412	030	0125	\$357.81
GOPHER	0335	749600	030	0172	\$262.51
GRADUATE SERVICES, LTD	1400	749325	030	7394	\$965.94
GRAINGER, INC.	0710	747895	060	6387	\$119.00
GRAINGER, INC.	1250	749239	350	0916	\$1,933.14
GRANITE DATA SOLUTIONS	0208	749560	030	7090	\$291.14
GRAPHIC COMMUNICATION	1891	749531	030	0716	\$1,040.00
GRAPHIC COMMUNICATION	1891	749532	030	0716	\$1,850.00
GRAYBAR ELECTRIC, INC.	0886	741470	030	0140	\$1,000.00
GRAYBAR ELECTRIC, INC.	0923	741467	060	8150	\$1,000.00
GUITAR CENTER STORE, INC.	0255	749496	060	6010	\$268.71
GUITAR CENTER STORE, INC.	0355	749090	030	0171	\$398.19
HALE MEDICAL SUPPLY	1891	748964	030	0716	\$9,026.25
HARVARD HOUSE	0895	TA221071033	030	0112	\$515.00
HARVARD HOUSE	0895	TA221074559	030	0112	\$515.00
HCI SYSTEMS, INC.	0919	749451	060	8150	\$2,360.00
HEC READING HORIZONS	0135	749245	030	7099	\$915.04
HEC READING HORIZONS	0475	748868	030	7090	\$2,044.87
HEC READING HORIZONS	0475	748966	030	7090	\$1,900.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0010	749050	030	0115	\$500.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0010	749053	030	7090	\$500.00
HENG CHAN SUN KIM, DBA JUDY'S DONUTS	0340	744731	030	7099	\$500.00
HENRY SCHEIN, INC.	0710	749458	060	6388	\$2,470.69
HEWITT'S RESTAURANT	0155	748934	030	7099	\$701.57
HIGH VALUE ENGINEERING, LLC	1910	749238	130	5310	\$1,201.85
HL CORPORATION	0335	749414	030	0172	\$555.90
HOME DEPOT	1895	749271	030	0717	\$1,687.75
HORN PHOTO, INC.	0727	748911	030	0168	\$850.00
HOUGHTON MIFFLIN COMPANY	1748	749136	060	6300	\$680.52
IMAGINE LEARNING, INC.	0005	749321	030	0113	\$536.09
INTERNATIONAL BACCALAUREATE	0185	749250	030	7090	\$2,016.00
INTERNATIONAL SANITARY SUPPLY	0924	749106	060	8150	\$490.00
ASSOCIATION				0.00	÷
INTREPID SPORTSWEAR	0335	749407	030	0172	\$2,700.63
INTREPID SPORTSWEAR	0335	749407	070	0761	\$2,700.62
IT'S MY PARTY	0421	749261	030	0171	\$847.50
J & E RESTAURANT SUPPLY, INC.	1910	749237	130	5310	\$357.50
J. W. PEPPER & SONS, INC.	0010	749173	030	0115	\$1,216.75
J. W. PEPPER & SONS, INC.	0335	749381	030	7090	\$388.18
J. W. PEPPER & SONS, INC.	1400	749276	030	7394	\$600.00

J. W. PEPPER & SONS, INC.	0423	749499	030	0115	\$1,000.00
JACKSON, KRISTI	0810	749303	030	0640	\$169.99
JITTERS	0340	749542	030	0111	\$350.00
JONES CLEANING CENTER, INC.	0725	749525	030	0179	\$200.00
JONES CLEANING CENTER, INC.	1400	749536	030	7394	\$1,000.00
JORGENSEN & COMPANY, INC.	0670	740622	110	6391	\$221.44
JUNIOR LIBRARY GUILD	0395	749188	030	0625	\$3,700.15
KEY-BAK	0919	749421	060	8150	\$866.80
KING KHAN DRILLING	1480	704002A	350	0917	\$2,147.75
KIWANIS CLUB OF FRESNO	0860	748867	030	0693	\$400.00
KNORR SYSTEMS, INC.	0919	749452	060	8150	\$4,341.69
KONA ICE OF FRESNO, DBA 32 BELOW ICE	0725	749109	030	0675	\$1,521.75
LA IMPERIAL TAQUERIA	0095	749541	030	0110	\$975.15
LA IMPERIAL TAQUERIA	0230	749029	030	0124	\$1,295.70
LAKESHORE LEARNING MATERIALS	0005	749425	030	0113	\$852.30
LAKESHORE LEARNING MATERIALS	0150	749226	030	7090	\$1,831.25
LAKESHORE LEARNING MATERIALS	0155	748922	030	0113	\$714.77
LAKESHORE LEARNING MATERIALS	0155	748929	030	0113	\$701.62
LAKESHORE LEARNING MATERIALS	0155	749504	030	0113	\$1,102.91
LAKESHORE LEARNING MATERIALS	0155	749505	030	0113	\$791.03
LAKESHORE LEARNING MATERIALS	0290	749614	030	0113	\$695.81
	0435	749198	030	0172	\$4,310.25
LAKESHORE LEARNING MATERIALS	0490	749088	030	0110	\$786.13
LAKESHORE LEARNING MATERIALS	0565	749197	030	7099	\$40.73
LAKESHORE LEARNING MATERIALS	0701	749069	060	3210	\$1,408.25
LAKESHORE LEARNING MATERIALS	0765	748884	060	7425	\$1,517.50
LAKESHORE LEARNING MATERIALS	0765	749609	060	7425	\$2,069.35
LAKESHORE LEARNING MATERIALS	1430	749377	030	0192	\$363.46
LAKESHORE LEARNING MATERIALS	1430	749509	030	0192	\$303.40 \$496.78
LARESHORE LEARNING MATERIALS			030		
	0885	749309		0140	\$4,000.00
LEARNING A-Z	0535	749497	060	3010	\$118.00 \$200.00
LELA'S PIZZERIA, LLC	0208	749466	030	0110	\$300.00
LEONARDO NICHOLS	0235	749027	030	0171	\$2,200.00
LEONARDO NICHOLS	0235	749028	030	0172	\$1,500.00
LEONARDO NICHOLS	0235	749149	030	0125	\$1,456.00
LILY'S CAFE	0601	740926	030	0677	\$500.00
LINDAMOOD-BELL LEARNING	0135	749389	030	7090	\$2,250.00
LINDSAY ELECTRIC COMPANY	1095	749064	350	0913	\$1,571.07
LINKA CORPORATION	0340	748112	030	0110	\$200.00
LINKA CORPORATION	0567	748942	030	7099	\$200.00
LINKEDIN CORPORATION	0887	748959	030	0140	\$7,125.00
LITTLE GREEN LIGHT, LLC	0850	748977	030	0681	\$421.20
LOWE'S	0145	749107	060	6385	\$300.00
LOWE'S	0710	749125	060	6388	\$1,500.00
LOWE'S	0852	749041	030	0679	\$406.30
LOWE'S	0895	749110	030	0716	\$830.05
LUNA PIZZERIA & ITALIAN REST.	0210	749296	030	0643	\$650.00

	0185	749411	030	0172	\$416.37
MACGILL, WILLIAM V. & CO.	0100	748984	030	0115	\$184.64
	0145	749264	030	0172	\$2,500.00
	0145	749265	030	0172	\$2,500.00
	0055	749209	030	0172	\$325.00
MADERA SOUTH HIGH SCHOOL	0185	749118	030	0172	\$250.00
	0790	748852	060	7425	\$1,000.00
MAMA MIA PIZZERIA	0465	748355	030	0110	\$162.00
MARISCOS COLIMA	0265	748970	030	7091	\$2,000.00
MARK WILSON CONSTRUCTION, INC.	1495	703316	350	0917	\$8,000.00
	0335	749142	070	0761	\$325.00
MATTHEW BENDER & CO. INC.	0880	749512	690	0861	\$687.00
MCMASTER-SUPPLY CO.	0710	749065	060	6388	\$1,508.92
MEDIC FIRST AID INTERNATIONAL	0725	749558	030	0172	\$32.51
MEDITERRANEAN GRILL	0175	748939	030	0111	\$750.00
MEDITERRANEAN GRILL	0567	748941	030	7099	\$300.00
MEDITERRANEAN GRILL	0852	748872	030	0679	\$1,000.00
MEGA-PRINTS, INC.	1055	749230	350	0913	\$5,488.52
ME-N-ED'S, INC.	0010	749547	030	0115	\$1,000.00
ME-N-ED'S, INC.	0055	749244	030	7099	\$1,500.00
ME-N-ED'S, INC.	0155	748915	030	0113	\$165.00
ME-N-ED'S, INC.	0160	749595	080	8210	\$500.00
ME-N-ED'S, INC.	0160	749596	030	0172	\$500.00
ME-N-ED'S, INC.	0200	749292	030	0172	\$600.00
ME-N-ED'S, INC.	0335	749594	030	7090	\$400.00
ME-N-ED'S, INC.	0380	749051	080	8210	\$1,200.00
ME-N-ED'S, INC.	0421	749467	030	0643	\$9,000.00
ME-N-ED'S, INC.	0727	749548	030	0168	\$500.00
ME-N-ED'S, INC.	0811	748968	030	0130	\$500.00
ME-N-ED'S, INC.	0852	748871	030	0679	\$500.00
METEOR EDUCATION, LLC	0235	749564	030	0181	\$5,945.94
METEOR EDUCATION, LLC	0893	749228	030	0662	\$2,209.49
METEOR EDUCATION, LLC	0919	749501	060	8150	\$500.00
METEOR EDUCATION, LLC	1270	747637	350	0917	\$5,081.16
MICHAEL'S STORES	0195	749247	030	7099	\$515.00
MICROBRIC, LLC	0887	749305	030	0143	\$948.06
MIGUELITOS DANCING SHOES & SUPPLIES, INC.	1400	749387	030	7394	\$2,486.34
MII CAMISA SCREEN PRINTING	0758	749343	030	7091	\$1,215.00
MINUTEMAN PRESS	0395	749148	030	0125	\$48.59
MISSION OAK HIGH SCHOOL	0185	749117	030	0172	\$325.00
MOBILE MINI, INC.	1250	697206A	350	0916	\$2,153.00
MOBILE MINI, INC.	1561	749298	350	0913	\$2,500.00
MONARCH SCREEN PRINTING	0421	749256	030	0125	\$259.12
MOON WANG	0887	749101	030	0140	\$3,000.00
MOORE TWINING ASSOCIATES, INC.	1120	749120	350	0913	\$6,150.00
NASCO EDUCATION, LLC	0727	749011	030	0168	\$602.27

NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS	0701	749461	030	0193	\$7,840.00
NATIONAL CATHOLIC EDUCATIONAL ASSOCIATION	0412	749386	060	4035	\$244.82
NATIONAL STUDENT CLEARINGHOUSE	0852	749311	030	0602	\$5,355.00
NETSYNC NETWORK SOLUTIONS, INC.	0886	749567	030	0143	\$9,727.41
NETSYNC NETWORK SOLUTIONS, INC.	0886	749568	030	0143	\$7,790.56
NEW ENGLAND SHEET METAL AND MECHANICAL		748572	060	8150	\$9,150.00
CO.					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
NEWS-2-YOU, INC.	0552	749079	030	7099	\$167.92
NOTORIOUS GRAFIX	0295	749158	080	8210	\$2,639.41
NWESTCO, LLC DBA BANKS & CO.	0925	742202A	030	7230	\$9,192.89
OFFICE DEPOT	0010	OD000044283	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044284	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044285	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044286	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044287	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044288	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044289	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044290	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044291	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044292	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044295	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044296	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044297	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044298	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044299	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044300	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044301	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044302	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044303	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044304	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044305	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044306	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044307	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044310	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044311	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044312	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044313	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044322	030	7090	\$150.00
OFFICE DEPOT	0010	OD000044323	030	7090	\$150.00
OFFICE DEPOT	0030	OD000043275	030	0115	\$1,000.00
OFFICE DEPOT	0030	OD000044346	030	0625	\$500.00
OFFICE DEPOT	0055	OD000043032	030	0125	\$2,000.00
OFFICE DEPOT	0055	OD000043033	030	0123	\$2,000.00 \$1,000.00
OFFICE DEPOT	0033	OD000043033	060	6500	\$200.00
OFFICE DEPOT	0070	OD000044238	060	6500	\$200.00 \$200.00
OFFICE DEPOT	0070	OD000044320	060	6500	\$200.00 \$200.00
			000	0000	Ψ200.00
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OFFICE DEPOT	0098	OD000044325	030	2430	\$1,900.00
OFFICE DEPOT	0145	OD000043356	030	0172	\$1,500.00
OFFICE DEPOT	0145	OD000044273	030	7090	\$350.00
OFFICE DEPOT	0145	OD000044274	030	7090	\$350.00
OFFICE DEPOT	0145	OD000044275	030	7090	\$350.00
OFFICE DEPOT	0145	OD000044276	030	7090	\$350.00
OFFICE DEPOT	0145	OD000044277	030	7090	\$350.00
OFFICE DEPOT	0145	OD000044278	030	7090	\$350.00
OFFICE DEPOT	0145	OD000044279	030	7090	\$350.00
OFFICE DEPOT	0145	OD000044280	030	7090	\$450.00
OFFICE DEPOT	0145	OD000044281	030	7090	\$304.00
OFFICE DEPOT	0145	OD000044314	030	7090	\$450.00
OFFICE DEPOT	0155	OD000044250	030	0113	\$530.93
OFFICE DEPOT	0155	OD000044251	030	0113	\$800.00
OFFICE DEPOT	0155	OD000044253	030	0113	\$1,000.00
OFFICE DEPOT	0155	OD000044334	030	0113	\$600.00
OFFICE DEPOT	0155	OD000044335	030	0113	\$1,000.00
OFFICE DEPOT	0185	OD000044308	030	7099	\$3,000.00
OFFICE DEPOT	0200	OD000044259	030	0110	\$250.00
OFFICE DEPOT	0200	OD000044343	030	0172	\$2,800.00
OFFICE DEPOT	0208	OD000044324	030	0110	\$150.00
OFFICE DEPOT	0215	OD000044232	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044233	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044234	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044235	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044236	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044237	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044238	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044239	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044240	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044241	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044242	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044243	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044244	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044245	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044246	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044247	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044260	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044261	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044262	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044263	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044264	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044265	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044266	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044267	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044268	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044269	030	0113	\$994.00
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OFFICE DEPOT	0215	OD000044270	030	0113	\$994.00
OFFICE DEPOT	0215	OD000044271	030	0113	\$994.00
OFFICE DEPOT	0220	OD000043298	030	7090	\$1,500.00
OFFICE DEPOT	0220	OD000043298	030	7091	\$1,500.00
OFFICE DEPOT	0230	OD000043172	030	7090	\$6,000.00
OFFICE DEPOT	0235	OD000043450	030	0125	\$350.00
OFFICE DEPOT	0235	OD000044252	030	0125	\$350.00
OFFICE DEPOT	0235	OD000044309	030	0181	\$749.49
OFFICE DEPOT	0241	OD000043612	030	0128	\$5,000.00
OFFICE DEPOT	0250	OD000044330	030	0113	\$397.00
OFFICE DEPOT	0250	OD000044331	030	0113	\$260.00
OFFICE DEPOT	0250	OD000044332	030	0113	\$1,066.00
OFFICE DEPOT	0250	OD000044333	030	0113	\$468.00
OFFICE DEPOT	0250	OD000044339	030	0113	\$141.00
OFFICE DEPOT	0320	OD000044317	030	0172	\$346.26
OFFICE DEPOT	0325	OD000044342	030	0113	\$3,400.00
OFFICE DEPOT	0335	OD000043169	030	0125	\$5,000.00
OFFICE DEPOT	0335	OD000043171	030	7090	\$5,000.00
OFFICE DEPOT	0340	OD000044340	080	8210	\$400.00
OFFICE DEPOT	0365	OD000044328	030	0110	\$90.00
OFFICE DEPOT	0365	OD000044329	030	0110	\$300.00
OFFICE DEPOT	0365	OD000044336	060	6500	\$175.00
OFFICE DEPOT	0385	OD000044337	030	7090	\$8,000.00
OFFICE DEPOT	0395	OD000043162	030	0125	\$3,000.00
OFFICE DEPOT	0395	OD000043592	030	0125	\$700.00
OFFICE DEPOT	0395	OD000044315	030	0125	\$200.00
OFFICE DEPOT	0421	OD000044282	060	6500	\$199.08
OFFICE DEPOT	0455	OD000043131	030	0115	\$2,000.00
OFFICE DEPOT	0460	OD000043347	030	0110	\$87.00
OFFICE DEPOT	0460	OD000044327	030	0110	\$300.00
OFFICE DEPOT	0460	OD000044338	030	0110	\$300.00
OFFICE DEPOT	0530	OD000044255	030	7091	\$1,400.00
OFFICE DEPOT	0701	OD000044256	060	3210	\$500.00
OFFICE DEPOT	0701	OD000044257	060	3210	\$900.00
OFFICE DEPOT	0705	OD000044293	110	6391	\$939.18
OFFICE DEPOT	0710	OD000044228	060	3550	\$1,324.04
OFFICE DEPOT	0710	OD000044318	060	6388	\$367.33
OFFICE DEPOT	0710	OD000044347	030	0152	\$511.15
OFFICE DEPOT	0727	OD000044231	030	0168	\$850.00
OFFICE DEPOT	0750	OD000043122	060	3060	\$1,000.00
OFFICE DEPOT	0787	OD000044230	060	6500	\$1,681.64
OFFICE DEPOT	0795	OD000043270	030	0500	\$539.44
OFFICE DEPOT	0795	OD000044229	030	0500	\$519.43
OFFICE DEPOT	0796	OD000044316	030	0667	\$140.83
OFFICE DEPOT	0880	OD000044319	680	0851	\$260.02
OFFICE DEPOT	0880	OD000044321	680	0851	\$110.14
OFFICE DEPOT	0930	OD000043151	030	0720	\$8,000.00
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OFFICE DEPOT	1891	OD000044248	030	0716	\$9,361.44
OFFICE DEPOT	1891	OD000044294	030	0716	\$7,286.32
OFFICE DEPOT	1891	OD000044348	030	0716	\$659.97
O'NEILL, TRISHA	0725	749610	030	0171	\$193.95
ORCHID INTERPRETING, INC.	1758	741844	060	7425	\$0.01
O'REILLY AUTO PARTS	0919	740359	060	8150	\$5,000.00
O'REILLY AUTO PARTS	0919	749550	060	8150	\$162.39
OVERDRIVE, INC.	0145	749416	030	0625	\$2,000.00
OVERDRIVE, INC.	0415	745454	030	0625	\$750.00
P & R PAPER SUPPLY CO.	1910	748995	130	5310	\$257.87
P & R PAPER SUPPLY CO.	1910	749003	130	5310	\$958.90
P & R PAPER SUPPLY CO.	1910	749574	130	5310	\$5,835.73
PACIFICA PIZZA/OLIVE	0340	744617	080	8210	\$300.00
PARTY WORKS/ W. SHAW	0320	749409	080	8210	\$100.00
PARTY WORKS/ W. SHAW	0385	749613	030	0643	\$2,151.00
PATRICK SMITH	0925	749105	030	7230	\$1,875.00
PEACE WORKS, INC.	0075	749021	030	7090	\$5,000.00
PEACE WORKS, INC.	0250	749340	030	0113	\$150.00
PEACE WORKS, INC.	0265	749348	030	7090	\$2,000.00
PEACE WORKS, INC.	0270	749307	030	0113	\$481.12
PEACE WORKS, INC.	0320	749506	030	7091	\$199.57
PEACE WORKS, INC.	0325	749277	030	7090	\$1,600.00
PEACE WORKS, INC.	0340	747845	080	8210	\$1,000.00
PEACE WORKS, INC.	0385	749347	030	0172	\$8,000.00
PEACE WORKS, INC.	0810	740549	030	0649	\$5,000.00
PEACE WORKS, INC.	0810	749382	030	0640	\$3,000.00 \$4,000.00
PERMA BOUND		749356	060	3010	
PERSONNEL CONCEPTS	1160 0880	749350 749367	680	0851	\$2,822.20 \$4,029.17
PETUNIA'S PLACE	0030	749307 747219	030	0625	
					\$700.00
PETUNIA'S PLACE	0185	741403	030	0625	\$1,000.00
PETUNIA'S PLACE	0320	749174	030	7091	\$1,176.01
	0550	749346	030	0624	\$200.00
PETUNIA'S PLACE	0601	749039	030	0500	\$500.00
PETUNIA'S PLACE	0727	743885	030	0169	\$500.00
PINHEIRO, HELDER	0790	749210	060	7425	\$163.35
PITNEY BOWES	0880	748879	670	0841	\$71.52
PLASTIC CONNECTIONS, INC.	1910	747229	130	5310	\$1,148.82
POCKET NURSE MEDICAL SUPPLIES	0710	747652	060	3550	\$201.96
POSITIVE PROMOTIONS, INC.	0090	745936	080	8210	\$94.36
POSITIVE PROMOTIONS, INC.	0335	749585	030	7090	\$2,028.54
POSITIVE PROMOTIONS, INC.	0340	749510	030	0171	\$349.36
POSITIVE PROMOTIONS, INC.	0385	749588	030	7090	\$4,712.36
PROFESSIONALS IN WORKERS' COMP.	0880	749331	690	0861	\$150.00
PRO-SCREEN, INC SIGNS & GRAPHICS	0325	747841	030	0113	\$1,061.54
PRO-SCREEN, INC SIGNS & GRAPHICS	0710	748945	030	0152	\$213.27
QUARLES TREADWELL, FELICIA	0930	748866	030	0720	\$1,352.68
R.G. EQUIPMENT OF FRESNO, INC.	0575	749236	030	0734	\$834.27

R/G AWARD SYSTEMS	0160	749589	030	7090	\$1,200.00
R/G AWARD SYSTEMS	0758	749152	060	4203	\$7,314.00
R82, INC.	0788	748175	060	6500	\$222.35
R82, INC.	0788	749394	060	6500	\$1,148.24
REAL INSPIRATION, INC.	0335	749016	060	3010	\$6,700.00
REALLY GOOD STUFF, INC.	0215	749062	030	0113	\$993.20
REALLY GOOD STUFF, INC.	0215	749063	030	0113	\$991.16
REALLY GOOD STUFF, INC.	0320	749175	030	7090	\$344.80
REGISTRATIONS FOR YOU	0335	749018	060	722B	\$455.00
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1005	749284	350	0913	\$1,571.08
RELIABLE FIRE & SECURITY SOLUTIONS, INC.	1155	749283	350	0913	\$1,571.08
RF CON, INC.	0430	749032	120	6128	\$5,756.00
RICOH USA, INC.	0035	RL00007515	030	7099	\$627.22
RICOH USA, INC.	0225	RL00007513	030	7090	\$627.22
RICOH USA, INC.	0565	RL00007511	030	7099	\$627.20
RICOH USA, INC.	0565	RL00007512	030	7099	\$408.92
RICOH USA, INC.	0919	RL00007514	060	8150	\$512.68
RIDDELL/ALL AMERICAN SPORTS CORP.	0055	749601	030	0172	\$5,623.78
RIDDELL/ALL AMERICAN SPORTS CORP.	0335	749420	030	0172	\$4,235.81
RIVERSIDE GOLF COURSE	0055	749215	030	0172	\$1,375.00
RMC ENTERPRISES, INC.	1210	749516	350	0917	\$6,970.00
RNS COMMUNICATIONS, INC.	0705	749465	110	6391	\$7,695.00
ROCKWELL PRINTING, INC.	0700	749454	030	0606	\$24.00
ROCKY MOUNTAIN CHOCOLATE FACTORY	0340	749545	030	0111	\$200.00
ROGER DUNN GOLF SHOPS	0335	749036	030	0172	\$2,043.89
ROOSEVELT HIGH STUDENT BODY	0055	749211	030	0172	\$300.00
ROOT CREATIVE MARKETING	0812	749385	030	0137	\$4,999.00
RUSH ADVERTISING	0880	749168	680	0851	\$3,477.00
S & S WORLDWIDE	0790	749176	060	7425	\$1,423.78
S & K THEATRICAL DRAPERIES, INC.	0355	749274	030	7099	\$6,511.93
SALEM ENGINEERING GROUP, INC.	1335	696725	140	6205	\$120.00
SAN DIEGO CO. OFFICE OF ED.	0700	749200	060	3010	\$625.00
SAN DIEGO CO. SUPT. OF SCHOOLS	0320	749268	030	7090	\$825.00
SAN JOAQUIN AUTO & TRUCK ELECT.	0925	742208	030	7230	\$5,000.00
SANGER HIGH SCHOOL	0335	749471A	030	0172	\$420.00
SANGER HIGH SCHOOL	0395	749034	030	0172	\$175.00
SANGER HIGH SCHOOL	0395	749035	030	0172	\$210.00
SANGER HIGH SCHOOL	0395	749422	030	0172	\$450.00
SAUNDERS AUTOMATIC SERVICE	0925	742214	030	7230	\$8,000.00
SCHOLASTIC BOOK FAIRS, INC.	0025	747221	030	0624	\$4,796.59
SCHOLASTIC BOOK FAIRS, INC.	0030	746495	030	0624	\$6,357.31
SCHOLASTIC BOOK FAIRS, INC.	0095	749372	030	0624	\$2,609.69
SCHOLASTIC BOOK FAIRS, INC.	0305	747220	030	0624	\$7,015.88
SCHOLASTIC BOOK FAIRS, INC.	0422	749514	030	0624	\$1.00
SCHOLASTIC BOOK FAIRS, INC.	0470	749517	030	0624	\$2,655.40
SCHOLASTIC, INC.	0701	749580	060	3210	\$6,594.67
SCHOOL HEALTH CORPORATION	0123	749460	030	0656	\$250.75

SCHOOL HEALTH CORPORATION	0185	749100	030	0125	\$250.75
SCHOOL OUTFITTERS	0145	749304	030	7091	\$3,050.62
SCHOOL OUTFITTERS	0145	749304	060	3010	\$3,898.42
SCHOOL OUTFITTERS	0460	749338	030	0110	\$92.28
SCHOOL SERVICES OF CALIF., INC.	0890	749060	030	0708	\$390.00
SCHOOL SERVICES OF CALIF., INC.	0890	749464	030	0708	\$275.00
SCHOOL SERVICES OF CALIF., INC.	0890	749537	030	0708	\$750.00
SCHOOL SPECIALTY, LLC	0155	749354	030	0113	\$1,232.55
SCHOOL SPECIALTY, LLC	0155	749355	030	0113	\$1,040.00
SCHOOL SPECIALTY, LLC	0701	749073	060	3210	\$1,000.00
SCHOOL SPECIALTY, LLC	0895	TA221066555	030	0112	\$515.00
SCHOOL SPECIALTY, LLC	0895	TA221075783	030	0112	\$515.00
SCHOOL SPECIALTY, LLC	0895	TA221079231	030	0112	\$515.00
SCHOOL SPECIALTY, LLC	1748	UC221003809	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221006405	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221007196	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221008297	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221010952	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221018572	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221022610	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221023129	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221023217	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221028502	060	6300	\$45.00
SCHOOL SPECIALTY, LLC	1748	UC221029060	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221029778	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221030384	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221030801	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221031758	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221032221	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221032230	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221032867	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221033188	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221033888	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221034592	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221035187	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221035650	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221036819	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221037063	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221038529	060	6300	\$45.00
SCHOOL SPECIALTY, LLC	1748	UC221038865	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221038958	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221039825	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221040860	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221041647	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221043127	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221043619	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221044274	060	6300	\$90.00

SCHOOL SPECIALTY, LLC	1748	UC221045416	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221045722	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221046363	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221047054	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221047657	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221048289	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221048465	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221048620	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221048779	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221048800	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221048911	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221049575	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221050004	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221050263	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221051323	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221052568	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221052864	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221052920	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221060101	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221060445	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221060917	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221061221	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221061535	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221061557	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221061966	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221062309	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221062607	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221062860	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221063140	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221063151	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221063518	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221064584	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221065011	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221065499	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221065579	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221066033	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221066763	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221067055	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221067292	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221067960	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221067965	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221069228	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221069299	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221069329	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221070452	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221070568	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221070651	060	6300	\$90.00
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SCHOOL SPECIALTY, LLC	1748	UC221070878	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221070961	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221071177	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221072017	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221073829	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221073965	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074194	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074322	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074441	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074526	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074668	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074676	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074700	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074729	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221074738	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221075291	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221075316	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221075751	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221075770	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221075939	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221077698	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221078047	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221078480	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221079174	060	6300	\$90.00
SCHOOL SPECIALTY, LLC	1748	UC221079231	060	6300	\$90.00
SCHOOL SPORT	0919	749024	060	8150	\$8,350.00
SCHOOL SPORT	0919	749025	060	8150	\$9,125.00
SEE'S CANDIES, INC.	0340	749544	030	0111	\$200.00
SIGNMAX	1578	749280	350	0912	\$295.79
SITEONE LANDSCAPE SUPPLY	0185	749281	030	0172	\$1,327.16
SITEONE LANDSCAPE SUPPLY	0185	749282	030	0172	\$1,327.42
SJVUAPCD	0924	742000	060	8150	\$3,000.00
SJVUAPCD	0924	749224	060	8150	\$500.00
SMASH BALLOON, LLC	0887	748887	030	0140	\$299.00
SOUNDTRAP	1170	749207	030	7090	\$440.60
SOUTHEAST FRESNO COMMUNITY	0860	749048	030	0693	\$1,500.00
SPARKLETTS	0725	749494	030	0173	\$350.00
SPINITAR	0330	748837A	030	7090	\$375.73
SPINITAR	0340	749529	030	7099	\$611.70
SPINITAR	0421	749424	030	0171	\$1,587.69
ST. PAUL ARMENIAN CHURCH	0930	749049	030	0720	\$959.00
STATE ARCHITECT, DIVISION OF	1310	748858	350	0917	\$322.50
STEVEN C. NUNEZ	0100	749234	030	0115	\$499.00
STRATEGIC MECHANICAL, INC.	0919	742998	060	8150	\$1,170.00
SUNBELT RENTALS	1250	749164	350	0916	\$7,245.76
SUNNYSIDE DELI	0510	749417	030	0111	\$750.00
SUNNYSIDE DELI	0567	748940	030	7099	\$200.00
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SUNNYSIDE HIGH ASB	0145	749255	030	0172	\$352.00
SUNNYSIDE TROPHY, INC.	0025	749524	030	0172	\$2,000.00
SUNNYSIDE TROPHY, INC.	0135	749535	030	7091	\$1,733.60
SUNNYSIDE TROPHY, INC.	0421	749258	030	0125	\$350.00
SUNNYSIDE TROPHY, INC.	0550	749326	030	0172	\$2,000.00
SUNNYSIDE TROPHY, INC.	0575	748932	030	0172	\$1,000.00
SUPERIOR SOIL SUPPLEMENTS, LLC	0335	749219	030	0172	\$1,700.00
SUPERIOR TEXT, LLC	0852	749013	030	0679	\$112.90
SUPERIOR TEXT, LLC	0852	749040	030	0679	\$335.62
SUPREME EMBLEM CLUB OF THE USA, INC.	0860	748998	030	0693	\$200.00
SWRCB ACCOUNTING OFFICE	1145	749578	350	0913	\$600.00
SWRCB ACCOUNTING OFFICE	1561	749576	350	0917	\$756.00
SYSCO OF CENTRAL CALIFORNIA	1910	748937	130	5310	\$2,089.53
SYSCO OF CENTRAL CALIFORNIA	1910	749368	130	5310	\$1,954.00
TACOS MARQUITOS, INC.	0035	749337	030	0111	\$737.21
TACOS MARQUITOS, INC.	0035	749337	030	7090	\$628.00
TACOS MARQUITOS, INC.	0475	749006	030	0114	\$410.00
TECH MUSEUM OF INNOVATION	0725	748923	030	0173	\$74.00
TEXTBOOK WAREHOUSE, LLC	0228	749278	030	0644	\$2,934.42
TEXTBOOK WAREHOUSE, LLC	1748	749127	060	6300	\$7,167.35
THE ART OF EDUCATION, LLC	0727	748963	060	3210	\$8,277.12
THE COLLEGE BOARD	0421	749104	030	7090	\$1,240.00
THE COLLEGE BOARD	0700	749102	030	0144	\$835.00
THE COLLEGE BOARD	0852	749155	030	0315	\$760.00
THE HOME DEPOT PRO	1910	748877	130	5310	\$153.75
THE LAB GEAR	0335	749369	030	0172	\$455.07
THE LAB GEAR	0335	749370	030	0172	\$3,900.60
THE MOWERS EDGE	1920	744037	030	0734	\$15.61
THE WRITE TOOLS, LLC	0310	NR0000743355	030	7090	\$7,800.00
THEODORE RUDY KERBER, DBA ALLOUT GRAPHICS	0335	749584	030	7090	\$5,590.87
TOP SHELF CATERING	0335	742256	030	7090	\$1,500.00
TOP SHELF CATERING	0795	748586	030	0500	\$500.00
TOWN SQUARE PUBLICATIONS, LLC	0710	749527	030	0152	\$940.00
TRICORD MANAGEMENT, LLC DBA TRICORD TRADESHOW SERVICES	0727	749033	030	0168	\$150.00
TRIMAX MOWING SYSTEMS	0919	745340	060	8150	\$846.52
TROXELL COMMUNICATIONS	0710	748960	060	3550	\$3,580.72
TULARE COUNTY OFFICE OF EDUCATION	0701	749030	060	3010	\$1,550.00
TYSON FOODS, INC.	1910	747768	130	5310	\$1,213.78
TYSON FOODS, INC.	1910	748476	130	5310	\$607.50
U S ACADEMIC DECATHLON	0230	749475	030	7090	\$800.00
U.S. FIRST	0710	748861	030	0152	\$3,000.00
ULINE	0510	749561	030	7099	\$1,151.33
ULINE	0755	748980	030	0176	\$1,151.55
	1335			0176	
ULINE	1335	749229	350 030		\$3,378.63 \$331.65
ULINE	1400	747773	030	7394	\$331.65

ULINE	1910	748688	130	5310	\$751.59
ULINE	1910	748804	130	5310	\$141.98
ULINE	1910	748808	130	5310	\$83.79
ULINE	1910	749002	130	5310	\$3,575.55
ULINE	1910	749086	130	5310	\$1,321.87
UNITED RENTALS, INC.	1910	741291	130	5310	\$3,000.00
URABE, DOUGLAS	0130	749231	030	0125	\$1,283.83
US FOODS, INC.	1910	746372	130	5310	\$260.04
US FOODS, INC.	1910	747122	130	5310	\$626.26
US GAMES	0295	749602	030	0172	\$581.76
VALLARTA FOOD ENTERPRISES	0055	749470	030	0181	\$300.00
VALLARTA FOOD ENTERPRISES	0095	749472	030	7090	\$300.00
VALLARTA FOOD ENTERPRISES	0100	749031	030	7090	\$200.00
VALLARTA FOOD ENTERPRISES	0100	749322	060	6010	\$117.00
VALLARTA FOOD ENTERPRISES	0150	749473	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0185	748971	030	0625	\$250.00
VALLARTA FOOD ENTERPRISES	0200	749555	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0200	749556	080	8210	\$500.00
VALLARTA FOOD ENTERPRISES	0215	749240	030	0110	\$300.00
VALLARTA FOOD ENTERPRISES	0235	748853	030	0125	\$300.00
VALLARTA FOOD ENTERPRISES	0265	749329	030	7090	\$750.00
VALLARTA FOOD ENTERPRISES	0315	748854	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0320	749419	030	7091	\$75.00
VALLARTA FOOD ENTERPRISES	0335	749097	060	722C	\$700.00
VALLARTA FOOD ENTERPRISES	0335	749163	030	7090	\$1,000.00
VALLARTA FOOD ENTERPRISES	0335	749423	030	7090	\$1,500.00
VALLARTA FOOD ENTERPRISES	0340	749318	080	8210	\$150.00
VALLARTA FOOD ENTERPRISES	0340	749330	080	8210	\$250.00
VALLARTA FOOD ENTERPRISES	0380	749054	030	7090	\$250.00
VALLARTA FOOD ENTERPRISES	0385	749553	030	0172	\$500.00
VALLARTA FOOD ENTERPRISES	0395	749153	030	7091	\$400.00
VALLARTA FOOD ENTERPRISES	0395	749366	030	7099	\$250.00
VALLARTA FOOD ENTERPRISES	0415	749096	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0415	749293	030	7090	\$150.00
VALLARTA FOOD ENTERPRISES	0421	749241	030	0125	\$300.00
VALLARTA FOOD ENTERPRISES	0423	749285	030	0114	\$100.00
VALLARTA FOOD ENTERPRISES	0430	749017	080	8210	\$250.00
VALLARTA FOOD ENTERPRISES	0440	749597	030	7099	\$500.00
VALLARTA FOOD ENTERPRISES	0445	748875	030	7090	\$500.00
VALLARTA FOOD ENTERPRISES	0575	749202	030	7090	\$400.00
VALLARTA FOOD ENTERPRISES	0765	748878	060	7425	\$300.00
VALLARTA FOOD ENTERPRISES	0810	748969	030	0649	\$150.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1018572	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1023129	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1032867	060	6300	\$180.00
VALLARTA FOOD ENTERPRISES	1748	UC22B1061535	060	6300	\$180.00
VALLEY DECORATING COMPANY	0055	749492	030	0181	\$958.90
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VARSITY BRANDS HOLDING CO., INC.	0005	749603	030	0172	\$372.31
VARSITY BRANDS HOLDING CO., INC.	0145	749257	030	0172	\$4,500.00
VARSITY BRANDS HOLDING CO., INC.	0185	749212	030	0172	\$138.05
VARSITY BRANDS HOLDING CO., INC.	0265	749528	030	7090	\$8,140.00
VARSITY SPIRIT FASHION & SUPPLIES	0335	749401	030	0172	\$1,237.36
VENTURA TV, INC.	0765	749038	030	0192	\$1,369.42
VEX ROBOTICS	0887	749308	030	0143	\$2,080.25
VIGIL TRUCK BODY	0925	742205	030	7230	\$6,000.00
VIKING ENTERPRISES	1335	749232	350	0916	\$3,400.00
VINCENT COMMUNICATIONS, INC.	0020	749266	030	0111	\$77.99
VINCENT COMMUNICATIONS, INC.	0235	749319	030	0123	\$865.72
VINCENT COMMUNICATIONS, INC.	0880	749491	680	0851	\$6,528.09
WARDS NATURAL SCIENCE, INC.	0123	749511	030	7090	\$2,344.65
WATERBOY SPORTS, INC.	0395	749044	070	0761	\$3,496.28
WATERBOY SPORTS, INC.	0395	749172	030	0172	\$235.03
WECO SUPPLY CO.	0455	749121	030	7090	\$366.88
WEST PAYMENT CENTER	0810	749022	030	0640	\$229.70
WESTCOAST PRODUCTS & DESIGN, LLC	0710	748958	060	6388	\$4,000.00
WHITE PINE LUMBER	0710	749478	060	6388	\$700.00
WILD WATER ADVENTURES	0430	749581	080	8210	\$1,657.00
WIZARD SPORTS	0185	749260	030	0172	\$34.08
WOO, T. S. DISTRIBUTING	0208	744886	080	8210	\$1,000.00
WOODSHED	0421	749455	030	7090	\$470.00
WORTHINGTON DIRECT	0423	749571	030	7090	\$6,603.35
YELLOW DOG SIGNS & GRAPHICS	0185	749140	030	0188	\$495.05
YELLOW DOG SIGNS & GRAPHICS	0235	749324	030	0172	\$67.72
YELLOW DOG SIGNS & GRAPHICS	1175	749583	350	0917	\$484.62

THE FOLLOWING PURCHASE ORDERS ARE FOR ASB FUND 950

PURCHASE ORDERS DATED JANUARY 01, 2022 TO JANUARY 31, 2022 RATIFICATION DATE APRIL 06, 2022

VENDOR/AUTHORITY	DEPT	PO NUMBER	FUND	UNIT	AMOUNT
ADVANTAGE SPECIALTIES	0465	698860	950	9500	\$17.25

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX	xxxx	XXXX	xxxx	xxxx	xxxx

DEPT	DEPARTMENT NAME	DEPT	DEPARTMENT NAME
0976	2002A Refunding Measure A & K	1045	Birney Elementary
0977	2004B Refunding Measure A & K	0855	Board Of Education
0679	231 Grant-Adult Education	1855	Board Of Education
0504	504 Coordinator	0708	Bookstore-Adult Education
0681	ABE-Adult Education	0055	Bullard High School
0002	Academy for Civil & Entrepreneurial	1055	Bullard High School
	Leadership	0060	Bullard Talent K-8
0005	Addams Elementary	1060	Bullard Talent K-8
1005	Addams Elementary	0070	Burroughs Elementary
0553	Addicott	1070	Burroughs Elementary
1553	Addicott	0875	Business Services Administration
1950	Addicott-Maintenance & Operations	0075	Calwa Elementary
0705	Administration-Adult Education	1075	Calwa Elementary
1705	Administration-Adult Education	0230	Cambridge
0237	Adult Transition Program on Fairmont	1230	Cambridge
1237	Adult Transition Program on Fairmont	0726	Campus Culture
0755	African American Academic Acceleration	0710	Career / Vocational Education
0010	(A4) Ahwahnee Middle School	1710	Career / Vocational Education
1010	Ahwahnee Middle School	1709	Caregiver Training-Adult Education
0619	Alternative Education	0851	CART
1577	Alternative Education Facility	1851	CART
0015	Anthony Elementary	0503	Carter C. Woodson Public Charter
1015	Anthony Elementary	0080	Carver K-8
0020	Ayer Elementary	1080	Carver K-8
1020		0799	Categorical Indirect
0025	Ayer Elementary Aynesworth Elementary	0089	Ceasar Chavez
1025	Aynesworth Elementary	1089	Ceasar Chavez
0030	Baird Middle	0090	Centennial Elementary
1030	Baird Middle	1090	Centennial Elementary
0535	Bakman Elementary	1914	Central Processing Facility
1535	Bakman Elementary	0012	Charter School
0035	Balderas Elementary	1012	Charter School
1035	Balderas Elementary	0715	Children's Centers
0880	Benefits & Risk Management	0703	Classified Development
0880	Bethune Elementary	0706	College & Career Readiness
1040	Bethune Elementary	0095	Columbia Elementary
0045	Birney Elementary	1095	Columbia Elementary
0043	Difficy Elementary		

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	FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT		
	XXX (3)	XXXX (4)	(4)	(4)	XXXX (4)	XXXX (4)		
1	<u>_</u>	. .	The Astronomy Contraction of the Astronomy Co	()	1 39	L <u>\</u>		
EPT	DEPARTN	MENT NAME	£	DEPT	DEPARTMEN	NT NAME		
0098	Comm-Phoe	enix Elementary	7	1140	Eaton Elementa	ry		
1098	Comm-Phoe	enix Elementary	7	0145	Edison High Sc	hool		
1796		and Family En	gagement	1145	Edison High Sc	hool		
	Network		1	1143	Education Center	er Canteen		
711	-	Education-Adu	ilt Education	1961		er-Maintenance &		
860	-	Information			Operations			
860	•	Information		0865	Educational Ass			
100	Computech			1865	Educational Ass			
100	Computech			0618	Elementary Div			
105	Cooper Mid			0616	Elementary Div			
105	Cooper Mid			0785	Elementary-Spe			
)426	Creative Alt			1785	Elementary-Special Education			
0700	Curriculum/			0781		ech Language Patho		
700	Curriculum/			1781		ech Language Patho		
110	Dailey Elem	•		0921	Energy Manage	ment		
110	Dailey Elem	entary		1921	Energy Manage	ment		
120	Del Mar Ele	mentary		0758	English Learner	Services		
120	Del Mar Ele	mentary		1758	English Learner Services			
123	Design Scien	nce High Schoo	ol	0924	Environmental Services			
123	Design Scien	nce High Schoo	ol	1924	Environmental Services			
125	Dewolf High	n School		0852	Equity & Access			
125	Dewolf High	n School		0150	Ericson Elementary			
077	Dewolf Wes	ŧ		1150	Ericson Elementary			
663	District & So	chool Accounta	bility	0675	ESL-Adult Edu	cation		
798	District Initia	atives		1675	ESL-Adult Education			
798	District Intia	itives		0155	Ewing Elementary			
130	Duncan Poly	technical		1155	Ewing Elementary			
130	Duncan Poly	technical		0790	Extended Learning			
722	E Street Serv	vices		1790	Extended Learning			
722	E Street Serv	vices		0725	Extracurricular	& Co-curricular		
767	Early Learning Center			0905	Facilities Manag	Facilities Management & Planning		
767	Early Learni	ng Center		1905	Facilities Manag	Facilities Management & Planning		
765	Early Learning Department			0160	Figarden Elementary			
765	Early Learni	ng Department		1160	Figarden Elementary			
135	Easterby Ele	ementary		0890	Fiscal Services	-		
135	Easterby Ele	mentary		1890	Fiscal Services			
140	Eaton Eleme	-		0910	Food Services			

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ļ	FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	ОВЛЕСТ		
	XXX	xxxx	XXXX	XXXX	xxxx	XXXX		
	(3)	(4)	(4)	(4)	(4)	(4)		
DEPT	ПЕРАРТИ	MENT NAMI	7	DEPT				
1910	Food Servic		<u>م</u>	1220	DEPARTME Holland Elemer			
0165	Forkner Ele			0225	Homan Elemen	•		
1165	Forkner Ele	2		1225	Homan Elemen	•		
0170	Fort Miller I	•		0227	Homeless	i i i i i i i i i i i i i i i i i i i		
1170	Fort Miller I			0235	Hoover High So	chool		
0175	Fremont Ele			1235	Hoover High Sc			
1175	Fremont Ele	-		0713		ss Cost-Adult Educ		
0176	Fresno Adve	•		0930	Human Resource			
0181	Fresno City			1930	Human Resource			
1181	Fresno City	-		0748	IMS			
0185	Fresno High	•		1748	IMS			
1185	Fresno High			0601	Instructional Division - Academic Of			
0188	Fulton			1601		vision - Academic		
1188	Fulton			0655	Instructional Le			
0575	Gaston B Rutherford Middle School			1744	Instructional Me	-		
1575		therford Middl		0744	Instructional Me			
0190	GATE Offic			0250		Jackson Elementary		
0674		g-Adult Educat	ion	1250	Jackson Elementary			
0682	GED-Adult	-		0326	JE Young Annex			
0200	Gibson Elen			1326	JE Young Annex			
1200	Gibson Elen	•		0240	JE Young Independent Study			
0205	Ginsburg			1240	JE Young Independent Study			
1205	Ginsburg			0255	Jefferson Elementary			
0893	•	urces/Developr	nent	1255	Jefferson Eleme	2		
0915	Graphics Ce	-		0257	Kepler Charter	intar y		
0510	Greenberg E			0260	King Elementary			
1510	Greenberg E	•		1260	King Elementar			
0208	Hamilton	j		0265	•	•		
1208	Hamilton			1265	Kings Canyon Middle School Kings Canyon Middle School			
0730	Health Servi	ces		0270	Kings Canyon Maddle School Kirk Elementary			
0210	Heaton Elementary			1270	Kirk Elementary			
1210	Heaton Elementary			0285	Kratt Elementary			
0215	Hidalgo Elementary			1285	Kratt Elementary			
1215	Hidalgo Eler	-		0935	Labor Relations	-		
0660	-	Administration	1	1935	Labor Relations			
1655	High School		-	0290	Labor Relations	A7		
0220	Holland Eler			1290	Lane Elementar			

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-	FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT	
	XXX	XXXX	XXXX	XXXX	XXXX		
L	(3)	(4)	(4)	(4)	(4)	(4)	
DEPT	DEPARTN	AENT NAMI	C	DEPT	DEPARTMEN	NT NAME	
0295	Lawless Ele		-	1900	Operational Ser		
1295	Lawless Ele	mentary		0361	Our Lady Of V	ctory	
0702	Leadership I	Development		0780	PACE Program		
0305	Leavenwort	h Elementary		1912	Packaging Cent	er	
1305	Leavenwort	h Elementary		0676	Parent Educatio	n-Adult Educati	
1870	Legal Servic	ces		0796	Parent Universi	ty	
0310	Lincoln Eler	mentary		0889	Payroll Departn	nent	
1310	Lincoln Eler	mentary		0127	Phillip J Patino	School of	
0788	Low Incider	nce-Special Edu	acation		Entreprenuershi	▲	
0315	Lowell Elen	nentary		1127	Phillip J Patino School of		
1315	Lowell Elen	nentary		0102	Entreprenuership Phoenix Secondary		
0896	Mail Room			1102	Phoenix Secondary		
0320	Malloch Ele	mentary		0919	Plant Maintenar	•	
1320	Malloch Ele	mentary		1919	Plant Maintenar		
0787	Managemen	t-Special Educa	ation	0920		nce & Operation	
1787	Managemen	t-Special Educa	ation	1920		ice & Operation	
0195	Manchester	GATE Elemen	tary	0365	Powers Elementary		
1195	Manchester	GATE Elemen	tary	1365	Powers Elementary		
0325	Mayfair Eler	mentary		0810	Prevention & Intervention		
1325	Mayfair Eler	mentary		1810	Prevention & Intervention		
0330	McCardle E	lementary		1280	Pride Intervention		
1330	McCardle E	lementary		0302	Professional Learning		
0335	McLane Hig	gh School		1302	Professional Learning		
1335	McLane Hig	gh School		0770	Psychological & Guidance		
0812	Men's/Wom	en's Alliance		0895	Purchasing		
0615	Middle Scho			1895	Purchasing		
1615	Middle Scho	ool		0370	Pyle Elementary	7	
0750	Migrant			1370	Pyle Elementary		
0340	Muir Elemer	ntary		0552	Rata		
1340	Muir Elemer	ntary		1552	Rata		
0727		al and Performi	ng Arts	1958	Rata-Maintenance & Operations		
1578	New Southe			0775	Regional Occupation Program		
0355	Norseman E	-		0712	Restaurant-Adult Education		
1355	Norseman E	-		0811	Restorative Justice		
0530	Olmos Elem	-		1811	Restorative Justice		
1530	Olmos Elem	•		0380	Robinson Eleme		
0900	Operational	Services		1380	Robinson Elem	-	

July 2019

	FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	ОВЈЕСТ	
	XXX (3)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	XXXX (4)	
DEPT 0385	DEPARTN Roeding Ele	MENT NAMI	E	DEPT 1576	DEPARTMEN Southeast High		
1385	Roeding Ele	ementary		1437	Southeast Inters		
0395	Roosevelt H	ligh School		0661	Special Projects		
1395	Roosevelt H	ligh School		0428	St Anthony		
0400	Roosevelt Se	chool of the Ar	ts	0429	St Helens		
1400	Roosevelt Se	chool of the Ar	ts	0422	Starr Elementar	у	
0410	Rowell Elen	nentary		1422	Starr Elementar	y	
1410	Rowell Elen	nentary		0795	State & Federal	Programs	
0891	Salaries & B	Benefits		0430	Storey Elementa	-	
1891	Salaries & B	Benefits		1430	Storey Elementa	ary	
0892	Salaries & B	Benefits Suppler	mental	0805	Student Records	•	
1892	Salaries & B	Benefits Suppler	mental	0421	Sunnyside High School		
0412	San Joaquin	· •		1421	Sunnyside High School		
0415	Scandinavia	n Middle Scho	ol	0435	Sunset Elementa		
1415	Scandinavia	n Middle Schoo	ol	1435	Sunset Elementa	•	
0617	School Lead	lership		0850	Superintendent	5	
0970	School Safet	-		0840	Support Services		
1970	School Safet	•		0701	Teacher Development		
0853	School Supp	•		1701	Teacher Development		
0635	Secondary D			0887	Technology Learner Support		
1635	Secondary D			0886	Technology Network Data Cent		
0680	•	Adult Education	l	0885	Technology Services		
0786	•	Special Education		1885	Technology Services		
1786	•	special Education		0440	Tehipite Middle School		
0782	•	speech Languag		1440	Tehipite Middle		
1782	-	speech Languag		0923	Telecommunications		
0664	Security Off			1923	Telecommunications		
0417	Sequoia Mid			0445	Tenaya Middle		
1417	Sequoia Mid			1445	Tenaya Middle		
0797	SES - Choice			0423	Terronez Middle		
0560	Site M-Oran			1423	Terronez Middle School		
1560	Site M-Orange/Butler			0450	Thomas Elementary		
1561	Site Ventura	-		1450	Thomas Elementary		
0420	Slater Eleme			0455	Tioga Middle School		
1420	Slater Eleme	-		1455	Tioga Middle So		
0554	Southeast El	•		0794	Transfers Office		
1554	Southeast El	•		1984	Transfers: Buyb		

FUND	UNIT	DEPARTMENT	ACTIVITY	FUNCTION	OBJECT
XXX	XXXX	XXXX	XXXX	XXXX	XXXX
(3)	(4)	(4)	(4)	(4)	(4)

DEPT **DEPARTMENT NAME**

1986	Transfers: Designated Health
1987	Transfers: EPA

- 1982 Transfers: Lottery - Continuation
- 1980 Transfers: Lottery - Elementary
- 1983 Transfers: Lottery - JE Young
- 1981 Transfers: Lottery - Music
- Transfers: Preschool 6105 to 0192 1991
- 1985 Transfers: Professional Learning Column
- 1990 Transfers: SPED - 3310 to 6500
- 1989 Transfers: SPED - Baseline Intervention
- 0925 Transportation 0460 Turner Elementary
- 1460 Turner Elementary
- 0463 Valley Arts and Science Academy
- 0462 Valley Preparatory Academy Charter
- 0567 Vang Pao Elementary
- 1567 Vang Pao Elementary
- 0465 Viking Elementary
- 1465 Viking Elementary
- 0470 Vinland Elementary
- 1470 Vinland Elementary
- 0670 Vocational Ed-Adult Education
- 0897 Warehouse
- 1897 Warehouse
- Wawona Middle School 0475
- 1475 Wawona Middle School
- 0480 Webster Elementary
- 1480 Webster Elementary
- 0881 WellPath
- 0550 Williams Elementary
- 1550 Williams Elementary
- 0485 Wilson Elementary
- 1485 Wilson Elementary
- 0490 Winchell Elementary
- 1490 Winchell Elementary
- 0495 Wishon Elementary
- 1495 Wishon Elementary

DEPT **DEPARTMENT NAME**

0500	Wolters Elementary
1500	Wolters Elementary
0565	Yokomi Elementary
1565	Yokomi Elementary
0505	Yosemite Middle School

Yosemite Middle School 1505

Board Meeting Date: April 06, 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: 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 16, 2022
- March 16, 2022

- February 02, 2022
- March 09, 2022
- On April 06, 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:
 - Prevention and Intervention
 - Student Engagement
 - Visual and Performing Arts
 - Health and Emergency Response
 - Health Services
 - Safety and Security
 - Facilities Management and Planning
 - Nutrition Services
 - Plant Maintenance
 - Plant Operations

FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom Executive Officer

En Kelst

CABINET APPROVAL: Santino Danisi Chief Financial Officer

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

she A. Lehon

Agenda Item B-20





2022/23 Strategic Budget Development Phase V – Preliminary Recommendations

Board of Education

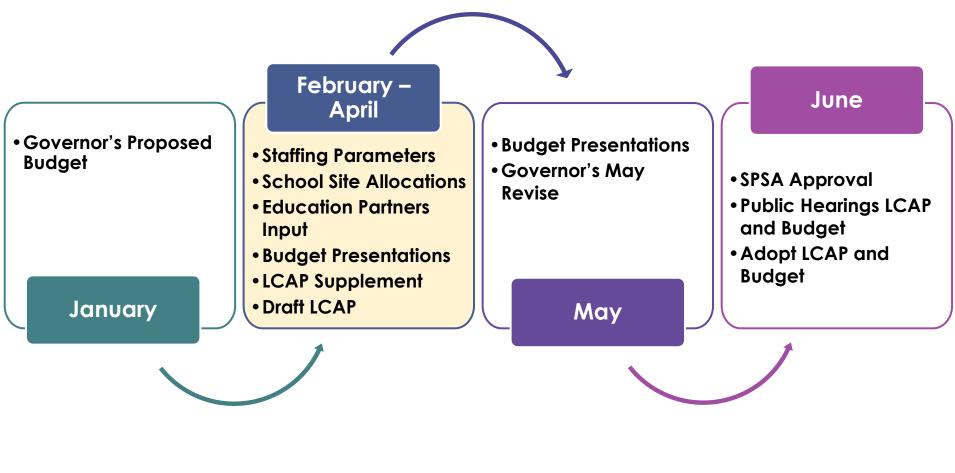
April 06, 2022

Overview

- Budget Development Timeline and Updates
- Budget Recommendations Phase V
 - Prevention and Intervention
 - Student Engagement
 - Visual and Performing Arts
 - Emergency Response
 - Health Services
 - $_{\odot}\,$ Safety and Security
 - Facilities Management and Planning
 - Nutrition Services
 - Plant Maintenance
 - Plant Operations
- Upcoming discussions



Financial Reporting Timelines

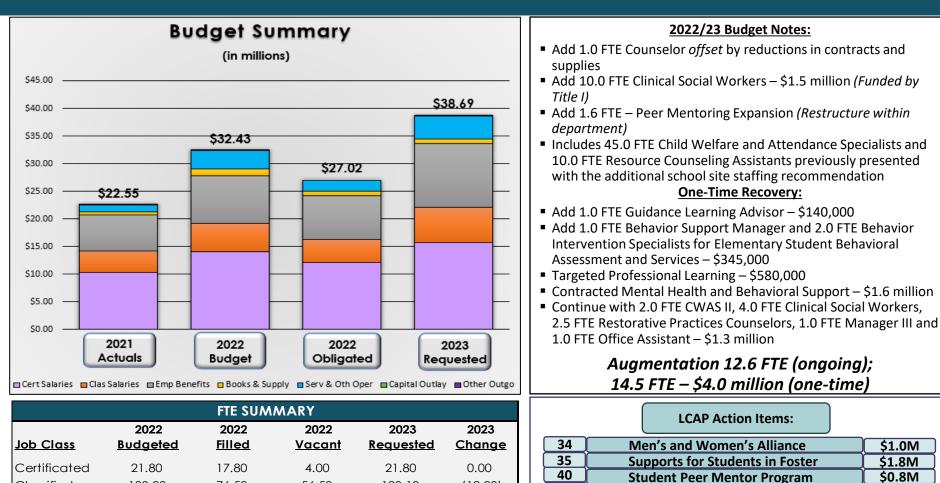




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2022/23 Strategic Budget Development

Prevention and Intervention



(12.90)

15.00

2.10

41

42

43

Social Emotional Supports

School Climate and Culture

Restorative Practices

Fresno Unified School District

133.00

105.10

259.90

76.50

101.10

195.40

56.50

4.00

64.50

Classified

Total FTE

4

Management

120.10

120.10

262.00

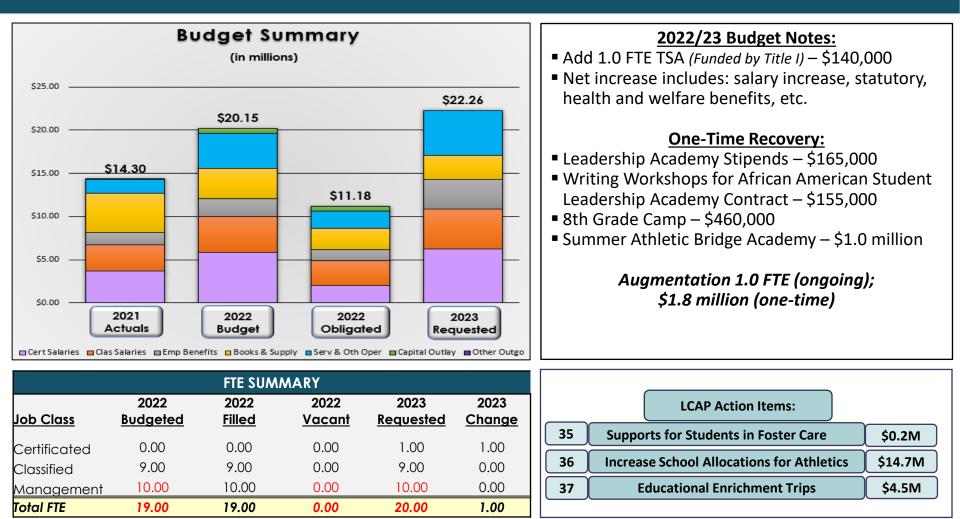
Achieving our Greatest Potential!

\$3.2M

\$8.9M

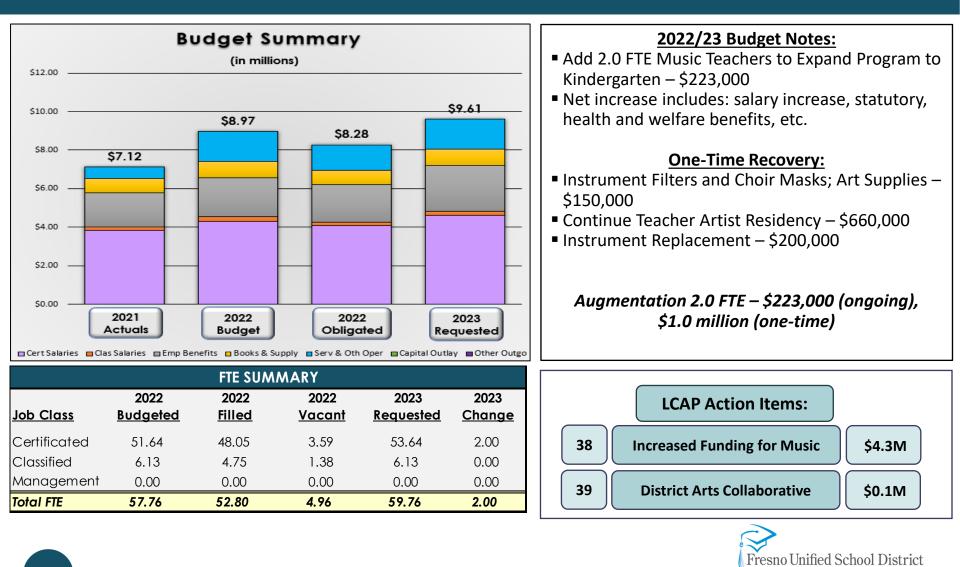
\$0.6M

Student Engagement





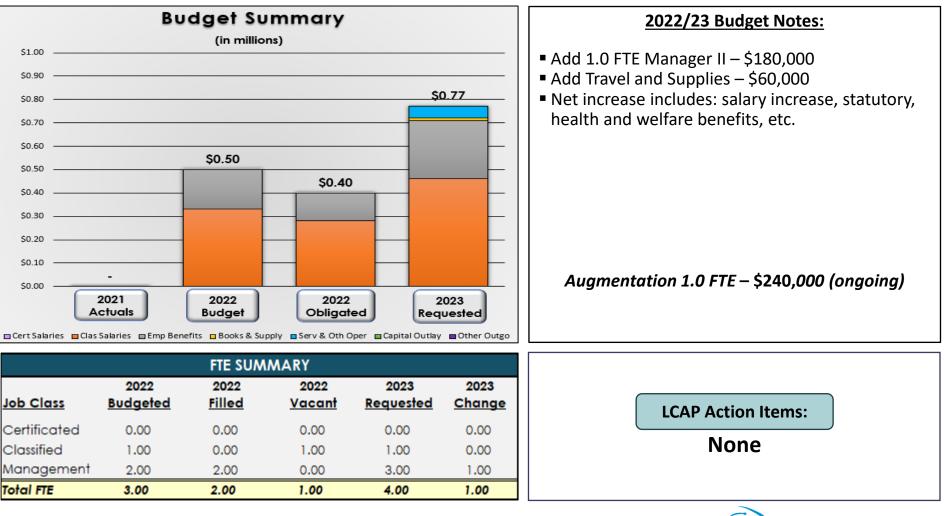
Visual and Performing Arts



6

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Emergency Response

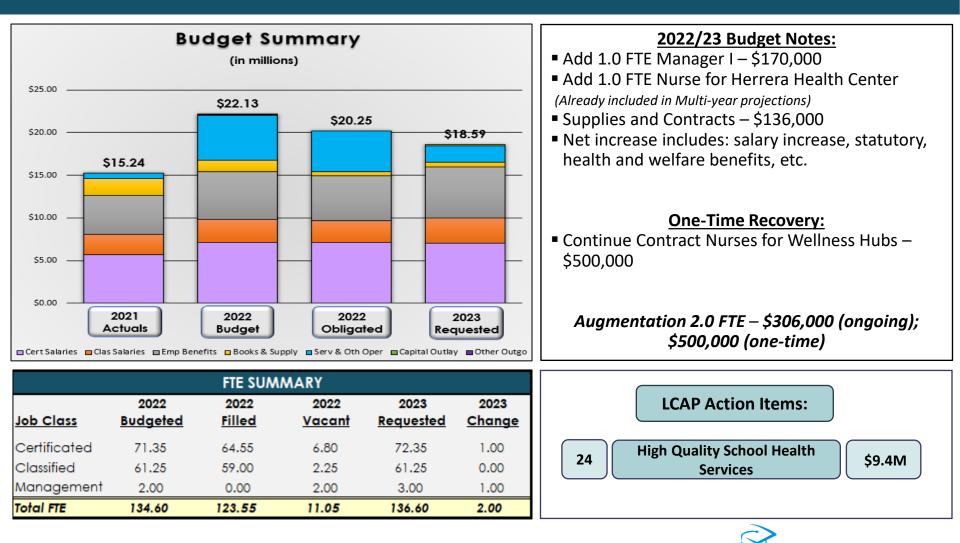


Fresno Unified School District

April 06, 2022

2022/23 Strategic Budget Development

Health Services



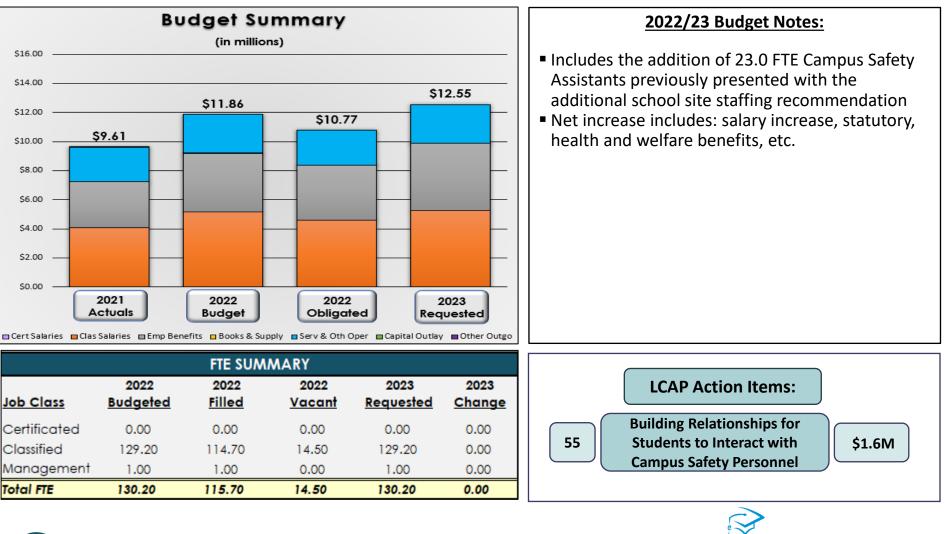
April 06, 2022

2022/23 Strategic Budget Development

Fresno Unified School District

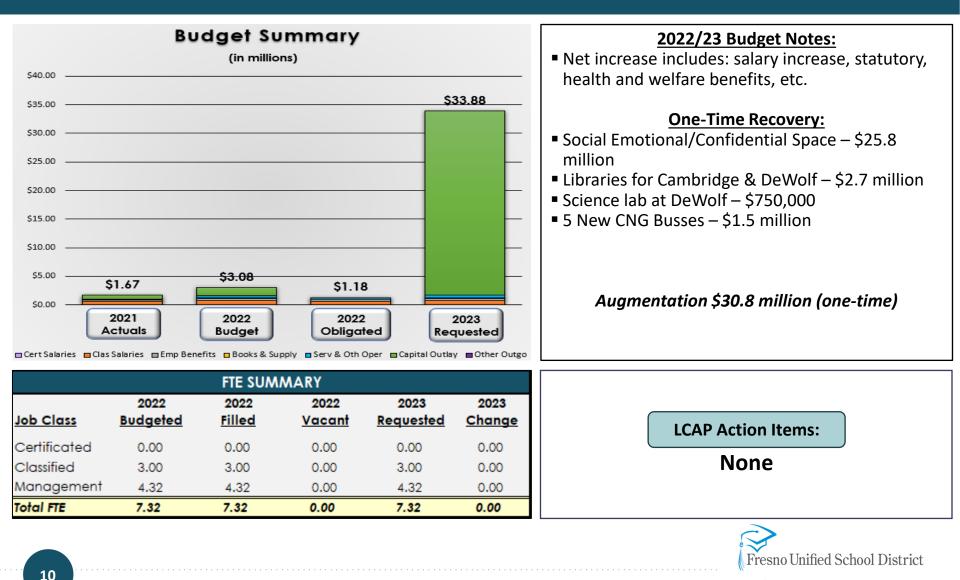
Achieving our Greatest Potential!

Safety and Security



Fresno Unified School District

Facilities Management and Planning

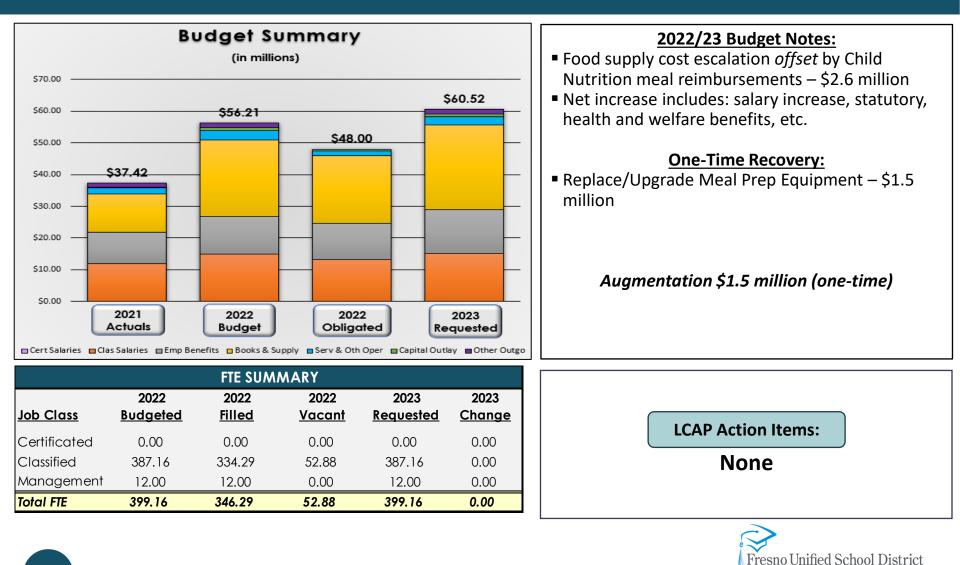


April 06, 2022

2022/23 Strategic Budget Development

Achieving our Greatest Potential!

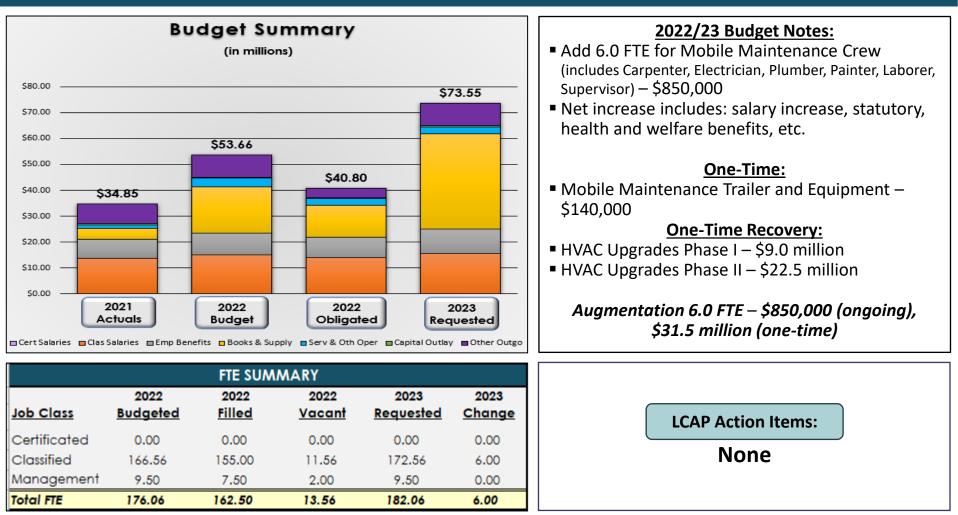
Nutrition Services



11

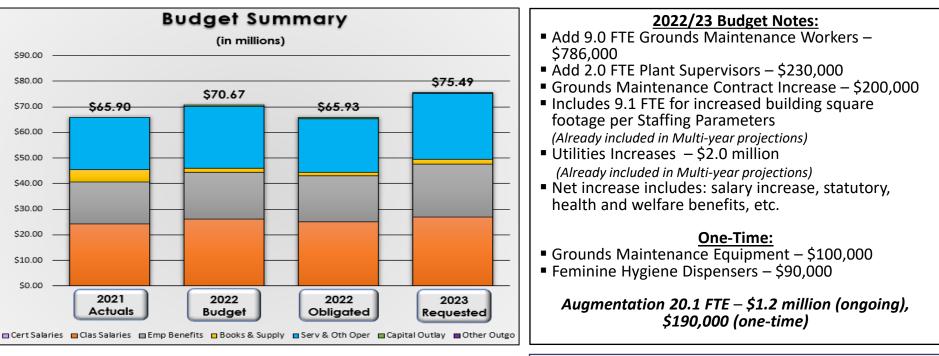
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Plant Maintenance

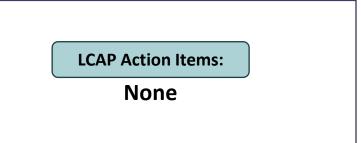


Fresno Unified School District

Plant Operations



FTE SUMMARY									
Job Class	2022 <u>Budgeted</u>	2022 <u>Filled</u>	2022 <u>Vacant</u>	2023 <u>Requested</u>	2023 <u>Change</u>				
Certificated	0.00	0.00	0.00	0.00	0.00				
Classified	529.03	499.00	30.03	549.15	20.13				
Management	6.00	5.00	1.00	6.00	0.00				
Total FTE	535.03	504.00	31.03	555.15	20.13				





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Budget Recommendations – Phase V

Department	One-Time Recovery	One-Time Recovery FTE	One-Time	Ongoing	FTE
Prevention and Intervention	\$3,965,000	14.5			12.6 ^{A)}
Student Engagement	\$1,780,000				1.0 ^(B)
Visual and Performing Arts	\$1,010,000			\$223,000	2.0
Emergency Response				\$240,000	1.0
Health Services	\$500,000			\$306,000	2.0 ^(C)
Safety and Security					
Facilities Management and Planning	\$30,750,000				
Nutrition Services	\$1,500,000				
Plant Maintenance	\$31,500,000		\$140,000	\$850,000	6.0
Plant Operations			\$190,000	\$1,216,000	20.1 ^(D)
Total	\$71,005,000	14.5	\$330,000	2,835,000	44.7
(A) 10.0 FTE Clinical Social Workers Funded by Tit. (B) Funded by Title I (C) 1.0 FTE Nurse already contemplated in the mu (D) 9.1 FTE for increased square footage per Staff April 06, 2022 2022	ar projection	Fresno Unified Schoo Achieving our Gneatest			

Upcoming Budget Discussions

- Board Presentations LCAP and Budget

 April 2022
- Governor's May Revise
 - May 2022
- Public Hearings and Adoption of LCAP and Budget $_{\circ}$ June 2022



Board Meeting Date: April 06, 2022

AGENDA ITEM C-21

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

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

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

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

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

PREPARED BY: Brian Christensen, Administrator Labor Relations

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

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

John A. Telon

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.

Board Meeting Date: April 06, 2022

AGENDA ITEM C-22

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

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

TITLE AND SUBJECT: Receive the California School Employees Association - Chapter 143 Initial Proposal to Fresno Unified School District for the 2022-2023 Reopener Agreement

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

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

PREPARED BY: Brian Christensen, Administrator Labor Relations

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

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

Roht A. nelson

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.

Board Meeting Date: April 06, 2022

AGENDA ITEM C-23

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

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

TITLE AND SUBJECT: Receive the Fresno Area Substitute Teacher Association – SEIU Chapter 521 Initial Proposal to Fresno Unified School District for the 2022-2025 Successor Agreement

ITEM DESCRIPTION: Included in the Board binders is the Fresno Area Substitute Teacher Association - Chapter 521 2022-2025 initial proposal to the Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen, Administrator Labor Relations

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

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

Sht A. Jeba



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: <u>brian.christensen@fresnounified.org</u>

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

Re: <u>FASTA Substitute Teachers – Notice of Intent to Negotiate</u>

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

DD:lem opeiu29afl-cio 2022© SEIU 521 CTW/CLC FASTA, Christensen, Brian Intent to Bargain Ltr. 2.7.22

Board Meeting Date: April 06, 2022

AGENDA ITEM C-24

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

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

TITLE AND SUBJECT: Receive the Service Employees International Union - Chapter 521 Initial Proposal to Fresno Unified School District for the 2022-2025 Successor Agreement

ITEM DESCRIPTION: Included in the Board binders is the Service Employees International Union -Chapter 521 2022-2025 initial proposal to the Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen, Administrator Labor Relations

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

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

ht A. Jelon



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

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Phone: 831-784-2560 Fax: 831-757-1863

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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 22, 2022

Sent via email to: <u>brian.christensen@fresnounified.org</u>

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

Re: <u>SEIU 521 FUSD Classified Employees – Notice of Intent to Negotiate</u>

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- Holidavs 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,

Diana Vaghezy

Diana Vasquez C Internal Worksite Organizer

DV:lem

DV:lem opeiu29afl-cio 2022© SEIU 521 CTW/CLC FUSD Christensen Brian Intent to Bargain Ltr. 2.22.22

Board Meeting Date: April 06, 2022

AGENDA ITEM C-25

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

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 125 for the 2022-2023 Reopener Agreement

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

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

PREPARED BY: Brian Christensen, Administrator Labor Relations

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

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

Roht S. nelon

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. <u>Fiscal Health and Budget Certainty:</u> 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. <u>Build Educational Programs:</u> 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. <u>Identify Appropriate Revenues Available for Adjustments to Employee Compensation:</u> 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.

Board Meeting Date: April 06, 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 the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 143 for the 2022-2023 Reopener Agreement

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

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

PREPARED BY: Brian Christensen, Administrator Labor Relations

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

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

ht A. Jehon

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. <u>Fiscal Health and Budget Certainty:</u> 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. <u>Build Educational Programs:</u> 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. <u>Identify Appropriate Revenues Available for Adjustments to Employee Compensation:</u> 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.

Board Meeting Date: April 06, 2022

AGENDA ITEM C-27

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

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Initial Proposal to Fresno Area Substitute Teacher Association – SEIU Chapter 521 for the 2022-2025 Successor Agreement

ITEM DESCRIPTION: Included in the Board binders is the Fresno Unified School District 2022-2025 initial proposal to Fresno Area Substitute Teacher Association - Chapter 521. In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen Administrator Labor Relations

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

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

John A. Telon

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. <u>Fiscal Health and Budget Certainty:</u> 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. <u>Build Educational Programs:</u> 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. <u>Identify Appropriate Revenues Available for Adjustments to Employee Compensation:</u> 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:

<u>New Article – Incentives for Math and Science</u>

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.

Board Meeting Date: April 06, 2022

AGENDA ITEM C-28

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

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Initial Proposal to Service Employees International Union - Chapter 521 for the 2022-2025 Successor Agreement

ITEM DESCRIPTION: Included in the Board binders is the Fresno Unified School District 2022-2025 initial proposal to Service Employees International Union - Chapter 521. In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen, Administrator Labor Relations

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

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

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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. <u>Fiscal Health and Budget Certainty:</u> 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. <u>Build Educational Programs:</u> 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. <u>Identify Appropriate Revenues Available for Adjustments to Employee Compensation:</u> 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.