



**Amended Agenda
February 12, 2021
Noted on Page 4**

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

**AGENDA
WEDNESDAY, FEBRUARY 17, 2021
*4:30 P.M. (CLOSED SESSION) *5:15 P.M. (OPEN SESSION)**

PLEASE NOTE: *DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES

In accordance with Executive Order N-29-20 Paragraph 3, the February 17, 2021 Board of Education meeting will be held via teleconferencing and will be available for all members of the public seeking to observe via <http://go.fresnounified.org/ustream/>, or on the Ustream App on your [Android](#) or [Apple](#) device, Comcast Xfinity Channel 94 and AT&T U-Verse Channel 99, or through the following teleconference line:

Teleconference Line - English

Dial in: +1 559-512-2623 Passcode: 982 851 552#

Teleconference Line – Spanish

Dial in: +1 559-512-2623 Passcode: 951 997 541#

Individuals who wish to address the Board may do so by:

- Submitting an email to publiccomment@fresnounified.org; or
- Leaving a voice message by calling 559-457-6222 (voice message will be transcribed).

Please include your name, agenda item number or subject matter being addressed, along with a 250-word description of the subject matter being addressed. Emails and voicemails received by no later than 8:00 p.m. on February 16, 2021 will be part of the record for the Board's information and/or discussion, will be posted on www.fresnounified.org/board and will be included in the minutes. Please note, consistent with Board Bylaw 9323, any statements submitted for public comment that are inappropriate in nature, including, but not limited to statements that are obscene, threatening or substantially disruptive to school operations, will either be redacted, or will not be posted.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the teleconference line and/or the electronic platform, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Secretary at 559-457-3727. 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. Public materials are available for public inspection at www.fresnounified.org/board.

Pursuant to Government Code Section 54953 (b)(2), all action taken during this teleconferenced meeting shall be by roll call vote.

***4:30 P.M.**

CALL Meeting to Order

OPPORTUNITY for Public Comment on Closed Session Agenda Items

RECESS to Cabinet Room for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); FUSD Negotiator(s): Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
 - a. Chief
5. Conference with Legal Counsel Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Potential Case: One (1)

***5:15 P.M., RECONVENE** and report action taken during Closed Session, if any.

HEAR Reports from Student Board Representatives

An opportunity is provided to hear comments/reports from Student Board Representatives from J.E. Young High School. Contact person: Kim Mecum, 457-3731.

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

OPPORTUNITY for Public Comment on Consent Agenda Items

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

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

A. CONSENT AGENDA – continued

A-2, ADOPT Resolution Proclaiming March 2021 as Arts Education Month

Included in the binders is a Resolution Proclaiming March 2021 as Arts Education Month. Fresno Unified School District Board of Education continues to invest and support Arts education and the performing arts in schools from Pre-kindergarten through high school for all students. To publicly state and further demonstrate this support, a resolution proclaiming March 2021 Arts Education month is being declared. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes from the January 20, 2021 Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Superintendent, Dr. Robert G. Nelson, telephone 457-3884.

A-4, APPROVE the 2020/2021 Certificated Management Competitive and Negotiable 261 Duty Days Revised Salary Schedule

Included with this agenda item for the Board's consideration and approval is the 2020/2021 Certificated Management Competitive and Negotiable 261 Duty Days Revised Salary Schedule. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: Paul Idsvoog, telephone 457-3548.

A-5, APPROVE Appointment to Citizens' Bond Oversight Committee

It is recommended the Board approve the appointment of Andrew Fabela to the Citizens' Bond Oversight Committee (CBOC). Mr. Fabela is nominated by Board Member Slatic. The role of the CBOC, which meets quarterly, is to ensure bond proceeds are expended only for the purposes set forth in the ballot measures. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Karin Temple, telephone 457-3134.

A-6, APPROVE Amendment to Independent Contractor Services Agreement with Rev.com

Included in the Board binders is a request to approve an Amendment to the Independent Contractor Services Agreement with REV.com to provide Spanish subtitles for the Public Broadcasting System program, Reading Explorers, designed to support Pre-Kindergarten through third grade students at home with literacy lessons. The Board has received a request to amend the contract for Rev.com to include the additional services. The Superintendent recommends approval. Fiscal impact: Sufficient funds of \$41,184 are available through the General Fund. Contact person: Kim Mecum, telephone 457-3731.

A. CONSENT AGENDA – continued

A-7, APPROVE Independent Contractor Services Agreement with Taylor English Duma, LLP

Included in the Board binders is an agreement with Taylor English Duma, LLP to provide legal consulting services to the Joint Health Management Board (JHMB). The Superintendent recommends approval. Fiscal impact: Annual cost of \$105,372 is available in the Internal Service Health Fund. Contact person: Santino Danisi, telephone 457-6226.

A-7a, APPROVE Agreement with United Health Centers of the San Joaquin Valley

Included in the Board binders is an agreement with United Health Centers of the San Joaquin Valley to provide COVID-19 testing services. The Superintendent recommends approval. Fiscal impact: Annual estimated cost of \$748,000 is available in the General Fund. Contact person: Santino Danisi, telephone 457-6226.

A-8, RATIFY an Agreement between Fresno Unified School District Early Learning Department and Tulare County Office of Education

Ratification is requested for an agreement between Fresno Unified School District Early Learning Department and Tulare County Office of Education from December 17, 2020 through June 30, 2021. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$80,000 are available in the Early Learning budget. The agreement is funded by a grant from the California Department of Education. Contact person: Lindsay Sanders, telephone 457-3750.

A-9, RATIFY Independent Contractor Services Agreement with American Ambulance

Included in the Board binders is an Independent Contractor Services Agreement with American Ambulance. Fresno Unified has utilized American Ambulance to provide required services at all Fresno Unified High School football games. High School tackle football games are scheduled to begin when California Interscholastic Federation (CIF) allows at which time the district will need to utilize the services of American Ambulance. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$40,000 are available in the Goal 2 budget. Contact person: Kim Mecum, telephone 457-3731.

A-10, RATIFY Independent Contractor Services Agreement with Riddell Football

Included in the Board binders is an Independent Contractor Services Agreement with Riddell Football. Fresno Unified has used Riddell Football for annual reconditioning and recertification of all tackle football helmets and shoulder pads as deemed necessary by the National Operating Committee on Standards for Athletic Equipment (NOCSAE). All equipment will be inspected, cleaned, and painted before being delivered back to the school sites. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$70,000

A. CONSENT AGENDA – continued

are available in the Goal 2 budget. Contact person: Kim Mecum, telephone 457-3731.

A-11, RATIFY Independent Contractor Services Agreement with San Joaquin Valley Officials Association – Central California Amateur Arbiters Sport Officials

Included in the Board binders is an Independent Contractor Services Agreement with San Joaquin Valley Officials Association (SJVOA) – Central

California Amateur Arbiters Sport Officials (CCAA). Fresno Unified has used SJVOA and CCAA to provide officiating services for elementary, middle school, and high school season contests. The athletic season is scheduled to begin when California Interscholastic Federation (CIF) allows for high school sports at which time Fresno Unified will begin utilizing the services of SJVOA and CCAA. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$600,000 are available in the Goal 2 budget. Contact person: Kim Mecum, telephone 457-3731.

A-12, RATIFY Grant Application to the California Community Schools Partnership Program

Included in the Board Binders is a request for ratification of a grant application to the California Department of Education for the California Community Schools Partnership Program (CCSPP). A community school is a “whole-child” school improvement strategy where the district and schools work closely with teachers, students, and families. Community Schools also partner with community agencies and local government to align community resources to improve student outcomes. The CCSPP grant will expand community partnerships to assist students and families with academic and student supports. The Superintendent recommends ratification. Fiscal impact: The grant application requests \$1,500,000 to support CCSPP schools. Contact person: Kim Mecum, telephone 457-3731.

A-13, RATIFY Change Order for the Project Listed Below

Included in the Board binders is information on a Change Order for the following project:

Bid 20-30, Roosevelt High School Cafeteria Modernization
Change Order 3 presented for ratification: \$50,153

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$50,153 are available in the Measure X fund for Bid 20-30. Contact person: Karin Temple, telephone 457-3134.

A-14, RATIFY the Filing of Notices of Completion

Included in the Board binders are Notices of Completion for the following projects,

A. CONSENT AGENDA – continued

which have been completed according to plans and specifications.

Bid 19-51 Sections B and C, Mechanical Improvements for Malloch Elementary School and Tehipite Middle School

Bid 20-55, Modular Classroom Infrastructure for Centennial, Eaton, and Pyle Elementary Schools

Bid 21-02, Brawley Service Center Automotive Lift Installation

The Superintendent recommends ratification. Fiscal impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Karin Temple, telephone 457-3134.

**END OF CONSENT AGENDA
(ROLL CALL VOTE)**

UNSCHEDULED ORAL COMMUNICATIONS

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

B. CONFERENCE/DISCUSSION AGENDA

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

B-15, DISCUSS Student Voice Collaborative for the 2020/21 School Year

Included in the Board binders you will find the Superintendent and Board Student Advisory Council will provide an update regarding their progress as well as some challenges for the 2020/21 school year pertaining to the various student groups within the Student Voice Collaborative. In addition, a summary of the meeting held on February 10, 2021 with Superintendent Dr. Robert G. Nelson will be provided. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Lindsay Sanders, telephone 457-3750.

***6:35 P.M.**

B-16, PRESENT and DISCUSS the 2021/22 Strategic Budget Development

At the January 20, 2021 and February 03, 2021 Board of Education meetings, the 2021/22 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On February 17, 2021, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Santino Danisi, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-17, RECEIVE Constituent Services Quarterly Reporting

Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of November 01, 2020 through January 31, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2020 through January 31, 2021 in accordance with Education Code § 35186. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566

C-18, RECEIVE Fresno Unified School District's Second Quarterly Investment Report for Fiscal Year 2020/21

Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of December 31, 2020, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal impact: Not available at this time. Contact person: Santino Danisi, telephone 457-6226.

D. ADJOURNMENT

**NEXT REGULAR MEETING
WEDNESDAY MARCH 10, 2021**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-1

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Personnel List

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

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

PREPARED BY: Manjit Atwal, Executive Director

DIVISION: Human Resources

PHONE NUMBER: (559) 457-3548

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

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert M. Nelson

Fresno Unified School District

Date: February 17, 2021

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2020-2021.

ELECTIONS

Certificated Personnel

Brenner	Kathryn	Teacher, Elementary	Eaton Elementary	2/3/2021
Calupina	Isaac	Teacher, Lrng Hndcp, Sdc	Wawona K-8 School	1/28/2021
Garcia	Joel	Teacher, Senior High	Sunnyside High School	1/11/2021
Womack	Archie	Teacher, Middle School	Edison-Computech 7-8	1/28/2021

Classified Personnel

Ayers	Justin	Paraeducator, Community Based	Ahwahnee Middle School	2/1/2021
Thao	Keezeng	Paraprof, After Schl/Ext Day	Vinland Elementary School	2/2/2021

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

Acosta	Laurel	Teacher, Middle School	Tioga Middle School	6/30/2021
Addington	Paige	Teacher, Spec Assgn	Kirk Elementary	6/16/2021
Bundy	Lisa	Teacher, Senior High	Roosevelt High School	6/12/2021
Cano	Rebecca	Teacher, Lrng Hndcp, Sdc	Thomas Elementary	6/30/2021
Carlson	Donna	Teacher, Middle School	Cooper Middle School	7/31/2021
Cauchi	Gary	Teacher, Music, Elementary	Music/Visual and Perform Arts	6/11/2021
Chacon	Patricia	Teacher, Vocational Education	Sunnyside High School	6/11/2021
Cook	Pamela	Teacher, Middle School	Terronez Middle School	6/11/2021
Davis	Lori	Teacher, Elementary	Lawless Elementary	6/11/2021
Debenedetto	Laura	Teacher, Elementary	Phoenix Acad Elementary-Dcads	7/31/2021
Fultz	Diana	Teacher, Elementary	Holland Elementary	6/12/2021
Garcia	Julia	Teacher, Elementary	Lincoln Elementary	6/14/2021
Habib	Lynn	Teacher, Senior High	Hoover High School	6/11/2021
Henderson	Lois	Teacher, Handicapped, Severely	Sequoia Middle School	7/31/2021
Hubner	Janet	Teacher, Middle School	Edison-Computech 7-8	7/1/2021
Issinghoff	Jana	Teacher, Elementary	Ericson Elementary	7/31/2021
Jaurena	Steven	Teacher, Middle School	Baird	6/11/2021
King	Jody	Therapist, Spch/Lang/Hrng/Dis	Special Ed	6/18/2021
Lynch	Sheila	Teacher, Autistic, Sdc	Ewing Elementary	6/17/2021
McNeal-Roberts	Kerry	Teacher, Senior High	Bullard High School	7/1/2021
Morton	Donna	Teacher, Senior High	Bullard High School	6/14/2021
Munoz	Valerie	Teacher, Elementary	Ayer Elementary	6/14/2021
Najarian Gileo	Beth	Teacher, Elementary	Homan Elementary	7/31/2021
Nickel	Susan	Teacher, Elementary	Easterby Elementary	7/31/2021
Omeje	Lawrence	Teacher, Elementary	Yokomi Elementary	6/11/2021

Parkes	Joyce	Specialist, Resource, Sp Ed	Wishon Elementary	7/31/2021
Rice	Jerome	Teacher, Senior High	Fresno High School	7/31/2021
Ruiz	Nadine	Teacher, Preschool	Homan Elementary	6/11/2021
Schmidt	Deborah	Teacher, Adult Education	Chavez Adult School	6/11/2021
Schubert	Viola	Teacher, Elementary	Holland Elementary	6/12/2021
Scow	Socorro	Teacher, Elementary	Wishon Elementary	7/31/2021
Valenzuela	Manuel	Teacher, Senior High	Hoover High School	6/11/2021
Vander Kooi	William	Teacher, Handicapped, Severely	Rata	6/30/2021
Vogt	Lavonne	Teacher, Elementary	Eaton Elementary	1/27/2021
Willis	Debra	Teacher, Elementary	Figarden Elementary	6/11/2021
Woodard	Paul	Teacher, Lrng Hndcp, Sdc	Bullard High School	6/11/2021

Classified Personnel

Aragon	Lorraine	Paraprof, Child Development	Wilson Elementary	6/11/2021
Bhullar	Jasvir	Nutrition Services Operator	Food Services	2/21/2021
Chabala	Lori	Secretary, Administrative II	Elementary Division Area III	3/19/2021
Charlon	Pamela	Paraprof, Mild/Moderate	Anthony Elementary	6/10/2021
Chavez	Bruce	Supervisor, High School Plant	Hoover High School	3/31/2021
Collins	Brittany	Paraprof, Instructional Asst	African American Academic Acce	10/23/2020
Curtis	Yolanda	Lead, After Schl/Ext Day	Hamilton School	6/11/2021
Dawson	Melanie	Paraprof, Instructional Asst	Wolters Elementary	6/11/2021
Dhaliwal	Amarjit	Nutrition Services Assistant	Food Services	3/19/2021
Donald	Haik	Nutrition Services Manager	Food Services	6/11/2021
Gann	Vicki	Paraprof, Mild/Moderate	Bullard High School	6/10/2021
Gonzalez	Margaret	Paraprof, Mild/Moderate	Aynsworth Elementary	1/11/2021
Guerra	Magdalano	Nutrition Services Operator	Food Services	3/30/2021
Guerrero	Maria	Paraprof, Moderate/Severe	Figarden Elementary	1/29/2021
Guzman	Alice	Plant Coordinator I	Hidalgo Elementary	7/25/2021
Jasso	Cecilia	Nutrition Services Assistant	Food Services	2/5/2021
Jones	Cheri	Technician, Hi Sch Financial	Hoover High School	7/31/2021
Ketner	Margaret	Transcriber, Media Spc/Braille	Hoover High School	6/11/2021
Knnablian	Ripsime	Assistant, School Office	Norseman Elementary	2/26/2021
Laborde	Marla	Paraprof, Resource Lab	Ayer Elementary	6/10/2021
Lee	Chee	Custodian	Vinland Elementary School	2/19/2021
Lee	Melissa	Paraprof, Instructional Asst	Turner Elementary School	2/4/2021
Leedy	Ann	Transcriber, Media Spc/Braille	Hoover High School	6/11/2021
Lopez	Gloria	Assistant, Office III	Special Educ Administration	2/3/2021
Lumbert	Judy	Lead, After Schl/Ext Day	Roeding Elementary	6/11/2021
Martinez	Christina	Nutrition Services Assistant	Food Services	2/3/2021
Mkhitarian	Susanna	Paraeducator, Autism	Anthony Elementary	1/31/2021
Moultrie	Esther	Buyer III	Food Services	6/30/2021
Movey	Diana	Paraprof, Moderate/Severe	Figarden Elementary	6/10/2021
Nuno	Eulalia	Nutrition Services Assistant	Food Services	6/11/2021
Orozco	Norma	Custodian, PE Male/Female	Mclane High School	5/31/2021
Perez	Hazarmavet	Paraprof, Mild/Moderate	Ericson Elementary	2/3/2021
Puente	Alex	Custodian	Kratt Elementary	2/4/2021
Ricci	Corina	Assistant, School Office	Birney Elementary	6/11/2021

Romero	Yvette	Noontime Assistant	Storey Elementary	1/2/2021
Sanchez	Gloria	Registrar	Sunnyside High School	6/30/2021
Santacruz	M. Socorro	Liaison, Home/School Spanish	Sunnyside High School	6/18/2021
Solomon	Melissa	Paraprof, Mild/Moderate	Bullard High School	6/11/2021
Spradling	Samuel	Custodian	Slater Elementary	10/30/2020
Torres	Rosemary	Assistant, Attendance Records	Bullard Talent 7-8	6/11/2021
Vasquez	Graciela	Manager, School Office I	Storey Elementary	6/16/2021
Wahyudi	Irijani	Nutrition Services Assistant	Food Services	6/11/2021
Wise	Rhonda	Nutrition Services Assistant	Food Services	11/5/2020
Yang	Ly	Custodian	Eaton Elementary	6/30/2021
Yang	Mai	Custodian	Ayer Elementary	2/20/2021
Yang	Nhia	Plant Coordinator I	Ericson Elementary	6/30/2021

Management Classified

Collins	Edward	Exec Director, Purchasing	Purchasing Department	6/30/2021
Madden	Kurt	Officer, Chief Technology	Technology Services	2/28/2021

Management Certificated

Fralicks	Elizabeth	Manager II, English Lang Dev	Multi-Lingual/Multi-Cultural	7/1/2021
Ortiz	Shelby	Counselor, School	Special Ed	2/26/2021
Wilson	Ellen	Vice Principal III	Fresno High School	7/1/2021

DECEASED

Classified Personnel

Yang	Zang	Custodian, PE Male/Female	Edison High School	1/6/2021
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LEAVE REQUEST

Classified Personnel

Perez	Cecilia	Paraprof, Mild/Moderate	Rowell Elementary	2/13/2021
Vang	Xao	Custodian	Ewing Elementary	1/24/2021
Vega	Rosa	Nutrition Services Assistant	Food Services	1/10/2021

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

Hernandez	Guadalupe	Paraprof, Bilingual Spanish	Wishon Elementary	2/3/2021
Pereda	Rose	Assistant, Campus Safety	Duncan Polytechnical	2/3/2021
Quintana	Monique	Lead, After Schl/Ext Day	Mccardle Elementary	2/4/2021

PROMOTIONS

Classified Personnel

Bowerman	Elvia	Assistant, Attendance Records	Terronez Middle School	1/29/2021
Budd III	Kenneth	Plant Coordinator I	Gibson Elementary	1/28/2021
Delacerda	Cecilia	Assistant, Attendance Records	Tenaya Middle School	1/25/2021
Delage	Patricia	Lead, After Schl/Ext Day	Powers Elementary	2/16/2021
Garduno-Duran	Diana	Nutrition Services Operator	Food Services	2/1/2021
Gomez	Andrew	Technician, Libr Media-Elem	Olmos Elementary	2/9/2021
Maldonado-Romero	Laura	Nutrition Services Manager	Food Services	2/1/2021
Molina	Julia	Nutrition Services Cook/Baker	Food Services	2/1/2021
Ortiz	Kathleen	Paraprof, Mild/Moderate	Fort Miller Middle School	2/8/2021

Salas	Ramiro	Dispatcher/Special Education D	Transportation	1/27/2021
Soto	Sabrina	Nutrition Services Operator	Food Services	1/25/2021

Management Classified

Rios	Vincent	Analyst I, Fiscal Services	Fiscal Services	1/28/2021
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-2

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 March 2021 as Arts Education Month

ITEM DESCRIPTION: Included in the binders is a Resolution Proclaiming March 2021 as Arts Education Month. Fresno Unified School District Board of Education continues to invest and support Arts education and the performing arts in schools from Pre-kindergarten through high school for all students. To publicly state and further demonstrate this support, a resolution proclaiming March 2021 Arts Education month is being declared.

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

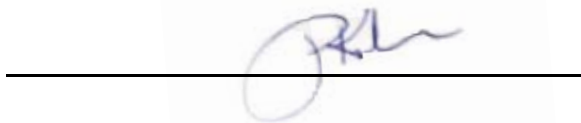
PREPARED BY: Catherine Aujero,
Manager III, Visual and Performing Arts

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Board of Education

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Carol Mills, J.D., Clerk
Major Terry Slatic USMC (Retired)

Superintendent

Robert G. Nelson, Ed.D.

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

In the Matter of Proclaiming)
Arts Education Month,)
The Month of March 2021)

RESOLUTION

WHEREAS, Fresno Unified School District values an Arts rich education, which includes dance, music, theatre, media arts, and the visual arts, as an essential and integral part of basic education for all students in prekindergarten, kindergarten, and grades 1 to 12, inclusive; and

WHEREAS, Fresno Unified School District recognizes the powerful impact that an Arts curriculum plays in the cognitive and social development of students as well as engaging students in the school, core curriculum, and overall community; and

WHEREAS, Arts education enables students to develop critical thinking and problem solving skills, imagination and creativity, discipline, alternative ways to communicate and express ideas, and cross cultural understanding, which supports academic success across the curriculum as well as personal growth outside the classroom; and,

WHEREAS, Fresno Unified School District strives to prepare students for success in the 21st century, the Arts equip students with a creative, competitive edge to succeed in today's economy, as students must masterfully use words, images, sounds, and movement to communicate within the Arts; and,

WHEREAS, Arts education in California is mandated for pupils in grades 1 to 12, inclusive, pursuant to Sections 51210 and 51220 of the Education Code, which require that the adopted course of study include instruction in visual and performing arts, including dance, music, theater, and visual arts, aimed at the development of aesthetic appreciation and the skills of creative expressions; and,

NOW, THEREFORE, BE IT RESOLVED, that Fresno Unified School District of Fresno, California hereby declares and proclaims the month of March 2021 as Arts Education Month and encourages all schools to officially use adopted curricular materials, and other activities, in celebration of this significant observance.

ADOPTED this 17th day of February 2021

AYES: _____
NOES: _____
ABSENT: _____

Valerie F. Davis, Board President

Robert G. Nelson, Ed.D. Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-3

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the January 20, 2021 Regular Board Meeting.

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

PREPARED BY: David Chavez,
Chief of Staff

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

CABINET APPROVAL: David Chavez,
Chief of Staff

SUPERINTENDENT APPROVAL:





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

MINUTES - BOARD OF EDUCATION REGULAR MEETING Fresno Unified School District

**Fresno, California
January 20, 2021**

In accordance with Executive Order N-29-20 Paragraph 3, the January 20, 2021 Board of Education meeting was held via teleconferencing and was available for all members of the public seeking to observe via <http://go.fresnounified.org/ustream/>, or on the Ustream App on your Android or Apple device, Comcast Xfinity Channel 94 and AT&T U-Verse Channel 99, or through the following teleconference line:

Teleconference Line – English Dial in: +1 559-512-2623 Passcode: 982 851 552#

Teleconference Line – Spanish Dial in: +1 559-512-2623 Passcode: 951 997 541#

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on January 20, 2021, there were present Board Members Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas and Board President Davis. Superintendent Dr. Nelson was also present.

Board President Davis CONVENED the Regular Board Meeting at 4:30 p.m. and ADJOURNED to Closed Session to address items one through six.

The Board RECONVENED in Open Session at 5:48 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Major Slatic, seconded by Board Member Mills, the Board took action in closed session to grant Superintendent Dr. Nelson a positive evaluation, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

HEAR Reports from Student Board Representatives

The Board heard a report from Ishan Singh and Gwendolyn Aguilar, Student Advisory Board representatives from Sunnyside High School, and students from Kings Canyon Middle School.

HEAR Report from Superintendent

- Reflected on Dr. Martin Luther King, Jr. Day. Especially at this time in our country, with the violence at our Capitol earlier this month and with today's historic inauguration of President Biden and Vice President Harris, Dr. King's work and words are as poignant as ever. I find it incredibly important to remember that Dr. King's work was not celebrated in his time as we celebrate it today, and there is still much more work to be done. When we push in our continued journeys toward Cultural Proficiency, meeting push back along the way, we can think of Dr. King's resolve to work on behalf of what we know to be right even when it's hard, uncomfortable, and met with resistance. Today, we can rejoice in the significance and progress of inaugurating our country's first female, first black, and first south Asian Vice President and also know that tomorrow, the hard work must continue.
- Congratulated our 2020 Hour of Code winners – Manchester GATE Elementary School and Wawona Middle School. We want to thank all our sites, teachers, and students for making this event possible. We appreciate your love for technology.
- Celebrated our Licensed Vocational Nursing cohort who will be graduating this Friday. The students started their academic journey in August 2019, with an original graduation date in September 2020, but were delayed by COVID-19 restrictions on clinical patient care. Congratulations to our LVN graduates and thank you for your continued dedication to serving our community.
- Reminded everyone our Excellence in Education Awards is coming up. Next Wednesday, January 27 at 6:00 p.m. we will be streaming our Excellence in Education Awards on our website and our social media channels for all to join the celebration. We are so proud of our nominees and can't wait to celebrate our winners next week, virtually.
- Reminded everyone LCAP meetings continue tomorrow night at 6:00 p.m. with the Fresno High Region. We have already completed the Hoover Region, McLane/Duncan Region, and the first Spanish Town Halls with a great response and great engagement from those in attendance. Please join us for one of our eight upcoming meetings to ensure your voice is heard in our budgeting process. You can find all dates, times and links to the virtual LCAP meetings on our website at www.fresnounified.org.
- Reminded everyone we will be kicking off Black History Month on Monday, February 1 with our virtual 7th Annual Edison Region Black History Month Program. You will be able to watch the program live at 6:00 p.m. on our website, social media and CMAC. This program is always incredible, and even with COVID restrictions we know this year will be incredible as well. Thank you to Lisa Nichols, our BSU teams, and all our staff and students who are involved in making this event happen.

- Mentioned next week, Thursday, January 28 from 4:00 p.m. – 5:30 p.m. we will be holding a virtual information meeting on our next Leadership Cohort for credentialed staff interested in an administrative credential.
- Reminded students to join in the Cultural Cooking Challenge before the deadline next Friday, January 29. We are excited about this challenge and creating our first ever Fresno Unified Family Cookbook, all from your families amazing recipes. Head to our website to learn more on how to submit your recipe.

BOARD/SUPERINTENDENT COMMUNICATION

Member Cazares: Thanked staff and parents for participating in the Hoover High School LCAP meetings. Expressed appreciation for Kurt Madden. Addressed the capacity at Hoover High School.

Member Mills: Congratulated Superintendent Dr. Nelson for his positive evaluation. Thanked Kurt Madden for his service to the district. Shared a date and time reminder for the Fresno High School LCAP meeting.

Member Jonasson Rosas: Congratulated Superintendent Dr. Nelson on his evaluation. Thanked Kurt Madden. Shared a date and time reminder for the Roosevelt High School LCAP meeting. Requested to be part of a conversation to expand dual enrollment in a partnership with State Center Community College District.

Member Islas: Congratulated Superintendent Dr. Nelson on his positive evaluation. Commended staff on a job well done pertaining to the McLane LCAP meeting. Recognized we now have Kamala Harris, the first woman and the first woman of color, as vice president of the United States.

Member Major Slatic: Congratulated Superintendent Dr. Nelson and shared Mr. Madden would be missed. Read a proposal for getting students back to school. Requested the district to have a red-shirt year.

Board Clerk Thomas: Thanked Tammy Townsend for her work with the LCAP meetings. Shared date and time for the Edison High School LCAP meeting. Recognized Kurt Madden. Thanked the community for Martin Luther King, Jr. activities. Shared reminder for the 7th Annual Gaston Middle School Black History Month presentation. Congratulated Superintendent Dr. Nelson on his unanimous, positive evaluation and for receiving the Diane L. Brooks Administrative Award for 2020 from the California Council in Social Studies, and the Top Dog Award for 2021 for the Division of Graduate Studies from California State University, Fresno.

Board President Davis: Congratulated Superintendent Dr. Nelson on his positive evaluation. Thanked Kurt Madden for his service to the district.

OPPROTUNITY FOR PUBLIC COMMENT ON CONSENT AGENDA ITEMS

The Board received zero submissions for public comment for items on the Consent Agenda.

On a motion by Board Member Islas, seconded by Board Member Mills, the Consent Agenda with the exception of items A-8 and A-11 which were pulled by the Board for further discussion, was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas and Board President Davis.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

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

A-2, ADOPT Resolution Proclaiming the Month of February 2021 as African American History Month

ADOPTED as recommended, a resolution proclaiming the month of February 2021 as African America History Month.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes from the December 16, 2020 Regular Board Meeting.

A-4, APPROVE Budget Revision No. 3 for Fiscal Year 2020/21

APPROVED as recommended, Budget Revision No. 3 for fiscal year 2020/21.

A-5, APPROVE the 2020/21 Fresno Unified Career Technical Education Advisory Committee

APPROVED as recommended, the 2020/21 Career Technical Education Advisory Committee Member List.

A-6, APPROVE Award of Request for Proposal 21-13, Student Internet Service Beyond Campus: Wireless Broadband Solution

APPROVED as recommended, information on Request for Proposal (RFP) 21-13, to implement and maintain a private LTE network that improves student internet access beyond school campuses.

A-7, APPROVE Award of Bid 21-23, Public Address Intercom Equipment

APPROVED as recommended, information on Bid 21-23, to establish fixed unit pricing for equipment to be installed to improve public address systems at district schools.

A. CONSENT AGENDA – continued

A-8, APPROVED Proposed Revisions for Board Policies

APPROVED with modifications requested, proposed revisions for the following seven Board Policies (BP): (DELETE) BP 5112.2 Exclusions from Attendance; BP 5113.1 Chronic Absence and Truancy; BP 5126 Awards for Achievement; (NEW) BP 5141.5 Emotional Well-Being and Mental Health; BP 5145.7 Sexual Harassment; BP 6020 Parental Involvement; BP 6179 Supplemental Instruction. For the record, Board Members had comments/questions pertaining to Agenda Item A-8. A summary is as follows: Referenced the new policy pertaining to emotional well-being and mental health and the timeliness of the policy. Commented that as the policy now stands it is reactionary to crisis and does not address how to build support and grow mental wellness. Recommended the policy include items to build support and grow mental wellness. Addressed the policy pertaining to parent involvement and asked that all policies be easily accessible in the languages parents can read. Referenced the policy pertaining to supplemental instruction and asked if there is an opportunity to include a parent referral in the policy. Sandra Aguayo was available to provide clarity.

On a motion by Board Member Islas, seconded by Board Member Jonasson Rosas, Agenda Item A-8 was approved with a request for policies to be made available in the languages our community can understand and read, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatc, Thomas, and Board President Davis.

A-9, APPROVE the 2021 List of Board Member Committee and Organization Assignments

APPROVED as recommended, the 2021 list of committees and organizations to which Board Members are appointed each year.

A-10, DENY Claim GL20-0928-5183

DENIED as recommended, a Claim for Damages by Jovan Mendez, case GL20-0928-5183.

A-11, RATIFY Change Orders for the Projects Listed Below

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

- Bid 19-42 Sections B, C and D, Lighting Improvements Phase 3: (Section B) Heaton, Manchester, Mayfair, Norseman, and Phoenix Academy Elementary Schools and Fresno High School; (Section C) Balderas, Calwa, Greenberg, and Storey Elementary Schools, Terronez Middle School, and Sunnyside High School; (Section D) Hidalgo, Leavenworth, and Lowell Elementary Schools, Edison High School, Cesar Chavez Adult School, and The Center for Professional Development
Change Order 3 (Sections B, C, D) presented for ratification: \$-14,159

A. CONSENT AGENDA – continued

- Bid 19-51 Sections B and C, Mechanical Improvements for Malloch Elementary School and Tehipite Middle School
Change Order 3 (Tehipite) presented for ratification: \$74,466
- Bid 20-11, Ericson Elementary School Early Learning Building Construction and Interim Housing Infrastructure
Change Orders 4 and 5 (Early Learning Building) presented for ratification: \$93,029
- Bid 20-30, Roosevelt High School Cafeteria Modernization
Change Order 1 and 2 presented for ratification: \$226,470
- Bid 20-34 Section A, Gibson, Holland, Manchester Elementary Schools Multipurpose Building HVAC Upgrades
Change Order 1 presented for ratification: \$2,284
- Bid 20-34 Section B, Powers-Ginsburg Elementary School, and Baird Middle School, Multipurpose Building HVAC Upgrades
Change Orders 1 and 2 (Powers-Ginsburg) presented for ratification: \$31,932
Change Orders 2 and 3 (Baird) presented for ratification: \$27,359
- Bid 20-48, Computech Middle School Parking Lot Improvements and Modular Classroom Infrastructure
Change Orders 1 and 2 (Modular Infrastructure) presented for ratification: \$-11,078
Change Orders 2 and 3 (Parking Lot) presented for ratification: \$43,805

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

Agenda Item A-11 calls for the ratification of change orders for several projects, including Bid 20-30 regarding the Roosevelt High School cafeteria modernization. My residence is located within 500 feet of the southwest edge of the property comprising the Roosevelt High School site. Despite this proximity, ratifying change orders 1 and 2 for Bid 20-30 will have no measurable financial impact on my property because this modernization project is to the cafeteria facility already in place and part of RHS. Moreover, the impact of ratifying the change orders 1 and 2 for Bid 20-30 is indistinguishable from its effect on the majority of the residential properties within my trustee area that are part of Roosevelt High School's attendance area. Notwithstanding the absence of any financial impact on my property, I am abstaining from the vote to ratify change orders 1 and 2 for Bid 20-30 pursuant to Board Bylaw 9270 for the express purpose of avoiding the appearance of any conflict.

A. CONSENT AGENDA – continued

On a motion by Board Member Thomas, seconded by Board Member Mills, Agenda Item A-11 was ratified by a roll call vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Islas, Mills, Major Slatic, Thomas, and Board President Davis. ABSTENTIONS: Board Member Jonasson Rosas.

A-12, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, a Notice of Completion for the following project, which has been completed according to plans and specifications. Bid 20-37, Edison High School Athletic Track Replacement.

UNSCHEDULED ORAL COMMUNICATIONS

For the record, one submission of public comment was received for Unscheduled Oral Communications. It is as follows:

1. Emma Doidge

1) How is the District planning to train teachers to teach in a hybrid environment--teaching students in class and online at the same time? No teacher I've spoken to has been made aware of any training for this new venture the District plans on implementing when/if we teach Orange Tier Status. No information is available for anyone--teachers, parents, students--regarding this potential huge change in learning environment. This learning format has the potential to be severely detrimental, especially for elementary students who need allot more interaction and direct involvement with teachers to adequately learn.

2a) How is the District going to ensure a fair and equal education for ALL students if a hybrid environment is implemented? It seems to me that one group of students, those online or those in the classroom, will have to be ignored in order to adequately teach in either format, since one necessitates sitting in front of a screen teaching and the other standing in front of a classroom.

2b) Will the District be installing High Definition wide angle cameras in EVERY single classroom to ensure students at home receive the same education (as much as possible) as those in the classroom? What is the proposed budget for this and the timeline for installation?

3) How will students be selected to go back to campus if more opt to go back than are allowed in the classroom? Especially for middle and high school, where the proposed percentage allowed back is only 25% at **(250-word limit reached)**.

B. CONFERENCE/DISCUSSION AGENDA

B-13, PRESENT and DISCUSS Update on the Proposed Program and Facility for the New Ventura & Tenth School

The presentation updated the Board of Education on the proposed facility and program designs for the new campus located at Ventura and Tenth. Included in the presentation was an update on Career Technical Education (CTE) facilities and CTE pathways for the new facility which showed alignment to local workforce development needs.

OPPORTUNITY for Public Comment

For the record, no submission of public comment was received for Agenda Item B-13.

For the record Board Members had comments/questions pertaining to Agenda Item B-13. A summary is as follows: Thanked Superintendent Dr. Nelson and staff for making this project happen. Commented this is an opportunity to provide to some of our neediest students and hoped this will show students they are valued by the district and will help students feel excitement for their future and pride in their community. Requested clarity as to the slide pertaining to the timeline. Requested clarity as to the ripples this will have in the district. Commented this is part of a larger picture to serve our students and community. Commented on the CTE pathways that will be offered to students which can allow for a college route if chosen. Requested an opportunity be provided to students and the community to participate in choosing the art and esthetics of the facility. Commented in favor of using a project labor agreement for the facility. Commended the staff for looking at programs that would help students and serve the community. Commented this will be the best facility in the Valley.

B-14, PRESENT and DISCUSS Overview of Governor's 2021/22 Proposed State Budget

Staff presented an overview of the 2021/22 Proposed State Budget to the Board of Education on January 20, 2021.

OPPORTUNITY for Public Comment

For the record, no submission of public comment was received for Agenda Item B-14.

For the record Board Members had comments/questions pertaining to Agenda Item B-14. A summary is as follows: Commended Mr. Danisi for his work in keeping the Board apprised of the district's finances. Expressed appreciation for CalPERS and CalSTRS numbers being included in the presentation.

C. RECEIVE INFORMATION & REPORTS

There were no items for this portion of the agenda.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 7:49 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2020

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve the 2020/2021 Certificated Management Competitive and Negotiable 261 Duty Days Revised Salary Schedule

ITEM DESCRIPTION: Included for the Board's consideration and approval is the 2020/2021 Certificated Management Competitive and Negotiable 261 Duty Days Revised Salary Schedule

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

FINANCIAL SUMMARY: Sufficient funds are available in the district budget.

PREPARED BY: Manjit Atwal,
Executive Director

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

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

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert L. Nelson

Fresno Unified School District

Certificated Management 261 Monthly Salary Schedule

Competitive and Negotiable 2020-2021

Effective ~~July 1, 2020~~ February 1, 2021

<u>Job Code</u>	<u>Job Title</u>	<u>Grade</u>	<u>Neg Step</u>
E158	Superintendent	Neg	\$26,080.44 \$26,471.65
E138	Chief Academic Officer*	Neg	\$19,462.61

All above salary include the lesser of consumer price index or the percentage salary increase negotiated with the bargaining units through July 1, 2019

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

Annual \$500 for M.A. on all classes*

Annual \$250 for B.A. + 90*

Annual \$750 for Earned Doctorate*

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

*Additions are non-cumulative

Fresno Unified School District
Board Agenda Item

Revised
February 12, 2021

Board Meeting Date: February 17, 2021

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Appointment to Citizens' Bond Oversight Committee

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

Mr. Fabela owns Fabulous Audio and offers equipment for community events. He lives within Fresno Unified School District and is not a vendor, contractor, consultant, employee, or official of the district.

CBOC nominees are requested to indicate if they represent one or more of the membership categories identified by Education Code for representation on citizens' oversight committees. ~~There currently are no members who identify themselves in categories 1 or 2.~~ Mr. Fabela does not identify himself in any category. **All categories are represented on the Committee:**

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

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

PREPARED BY: Karin Temple,
Chief Operating Officer

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-6

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Amendment to Independent Contractor Services Agreement with Rev.com

ITEM DESCRIPTION: Included in the Board binders is a request to approve an Amendment to the Independent Contractor Services Agreement with Rev.com Inc. to provide Spanish subtitles for the Public Broadcasting System program, Reading Explorers, designed to support Pre-Kindergarten through third grade students at home with literacy lessons. The Spanish subtitles will give our Spanish speaking families and Spanish Dual Language Immersion students access to the content.

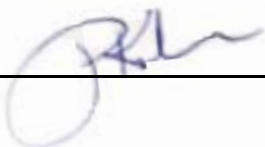
FINANCIAL SUMMARY: Sufficient funds of \$41,184 are available through the General Fund.

PREPARED BY: Carlos Castillo,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Rev.com Inc.

DEPT LA 24706 Pasadena, CA 91158-4706

Vendor Name
888-369-0707

Address
Shannon Catalano

Phone Number

Vendor Contact

From: December 17, 2020

Through: June 30, 2021

Term (Duration)

FUSD Contract Administrator:
Carlos Castillo

Curriculum & Instruction (CIPL) 457-3673

Name

Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) *SC*
X (vendor initials)

030-0606-0700-1150-1000-5899

Annual Cost \$ ~~17,940.00~~ \$41,184 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☐

No ☒

Scope of Work Summary:

Rev.com Inc. is to provide Spanish subtitles for the PBS Reading Explorers designed to support PK-3rd grade students at home with literacy lessons. The Spanish subtitles will give our Spanish speaking families access to the content and as well as our Spanish Dual Language Immersion students.

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

12/16/20 Agenda Item # (Contracts of \$15,000.00 or more)

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

Signed

Date

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

Signed

Date

Please return signed contract to:
CJ Bohanon

Curriculum, Instruction, and Professional Learning

Name

Department



1717 W. 6th St. Suite 310, Austin, TX 78703
+1 (415) 801-0500 | sales@rev.com | www.rev.com

Amendment 1 to Order Form

This Amendment is between Rev.com, Inc., and Fresno Unified School District, amending the Order Form ("Order Form") dated December 17, 2020 and is effective February 12, 2021. Where terms contradict between this Amendment and the Order Form, the terms in this Amendment will prevail. This Amendment shall be coterminous with the Order Form.

Order Form Term is amended as follows:

This Order Form covers the period beginning February 18, 2021 ("**Order Form Start Date**") and ends on January 31, 2022 ("**Order Form Term Date**"), such period and any renewal term shall hereinafter be referred to as the "**Order Form Term**."

Prepaid Credits is amended as follows:

Customer agrees to purchase \$46,800 of prepaid credits which may be used only to purchase the Service. Prepaid credits purchased under this Order Form are non-refundable and must be used during the Order Form Term. Unused prepaid credits will expire at the end of each Order Form Term.

Pricing is deleted in its entirety and replaced with the following:

Rev.com Inc. is to provide 15,600 minutes of Spanish subtitles for the PBS Reading Explorers designed to support PK-3rd grade students at home with literacy lessons.

Invoicing is deleted and replaced by the following:

Rev will email to Customer invoices on or about the following dates:

March 1, 2021: \$41,184

The additional \$5,616 of prepaid credits being purchased are free of charge and will not be invoiced.

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Agreement.

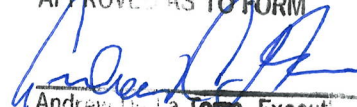
Rev.com, Inc.

By: Shannon Catalano
Name: Shannon Catalano
Title: VP, Corporate Controller
Date: 2/12/2021

Fresno Unified School District

By: _____
Name: Santino Dansini
Title: Interim Chief Financial Officer
Date: _____

APPROVED AS TO FORM



Andrew De La Torre, Executive Director
Benefits & Risk Management

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-7

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Independent Contractor Services Agreement with Taylor English Duma, LLP

ITEM DESCRIPTION: Included in the Board binders is an agreement with Taylor English Duma, LLP to provide legal consulting services to the Joint Health Management Board (JHMB).

The JHMB was recently notified that its current attorney is leaving the law firm of Saltzman & Johnson, effective February 28, 2021, and transitioning to the law firm of Taylor English Duma, LLP as a partner. Concurrent with this notice, Saltzman & Johnson advised the JHMB it is withdrawing its representation of Fresno Unified School District, effective February 28, 2021, as it will no longer have capacity to continue in this area of the law.

This agreement with Taylor English Duma, LLP provides continuity of legal services in support of JHMB's goals and responsibilities. The agreement will allow for services over a 24-month period, beginning March 01, 2021 through February 28, 2023. The monthly retainer fee of \$8,781 with Taylor English Duma, LLP remains unchanged from the current fee.

The JHMB is currently seeking Request for Proposals for legal services.

.

FINANCIAL SUMMARY: Annual cost of \$105,372 is available in the Internal Service Health Fund.

PREPARED BY: Andrew De Le Torre
Executive Director 

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

CABINET APPROVAL: Santino Danisi
Interim Chief Financial Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Taylor English Duma LLP

Vendor Name

510.772.9334

Phone Number

From: 3/1/2021

Term (Duration)

FUSD Contract Administrator:

Andrew DelaTorre

Name

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

1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339

Address

Brandie Barrows, AAL

Vendor Contact

Through: 2/28/2023

Benefits & Risk Management

Site/ Dept

457.3596

telephone number

Annual Cost \$ 105,372 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☐

No ☒

Scope of Work Summary:

Brandie Barrows of Taylor English Duma LLP will serve as Legal Counsel to the Fresno Unified School District Joint Health Management Board.

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

(Contracts of \$15,000.00 or more) **February 17, 2021**

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

[Signature]
Signed

02/02/2021
Date

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

[Signature]
Signed

2/2/2021
Date

Please return signed contract to:

Name

Department

Telephone

Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget:

District Contact Person: Andrew DelaTorre

Budget Manager Approval: Andrew DelaTorre

Contractor's Vendor Name: Taylor English Duma LLP

Contractor's Contact Person: Brandie Barrows

Contractor's Title: Attorney at Law

Contractor's Telephone Number: (510) 772-9334

Contractor's E-mail: cwilson@taylorenghish.com

Contractor's Address: 1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339

Contractor's Taxpayer ID# or SSN#: 20-1310229

This Independent Contractor Services Agreement is made and entered into effective 3/1/2021 (the "Effective Date") by and between the Fresno Unified School District ("District") and Taylor English Duma LLP ("Contractor").

Scope of Services, Term and Compensation

1. Contractor Services. Contractor agrees to provide the services set forth on Exhibit A to this Agreement.

2. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
3. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement. The legal services that Contractor will provide will be those within the scope of Contractor's expertise derived from representation of non-federal governmental plans, involving the areas of compliance with all federal laws including the PHSA, Affordable Care Act, HIPAA, COBRA, USERRA, the Social Security Act, the Internal Revenue Code advice, tax qualification, and fiduciary responsibility. Contractor will consult with the Joint Health Management Board concerning any matters that are outside the scope of Contractor's expertise so that expert outside counsel may be retained. Contractor will monitor cases and expenses that are referred to outside counsel.
4. Term. This Agreement shall begin on 3/1/2021, and shall terminate on 2/28/2023. There shall be no extension of the term of the agreement without express written consent from all parties.
5. Compensation. District agrees to pay Contractor a retainer fee of \$8,781 per month, and the hourly rates, as specified in Exhibit A, for work outside of the retainer when approved by the Joint Health Management Board. Checks will be made payable to Taylor English Duma LPP, 1600 Parkwood Circle, Suite 200, Atlanta Georgia 30339. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

6. Incidental Expenses:

☐ Yes (see below) ☒ No, Vendor initial here CW

Contractor shall be reimbursed only for reasonable expenses properly and actually incurred in the performance of services provided for District.

- 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
- i. \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$_____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$_____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$_____
- f. Other \$_____
7. Employment. Are you a FUSD employee?
- ☐ Yes
☒ No
8. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree?
- ☐ Yes
☒ No
9. California Residency. Contractor is a resident of the state of California:
- ☒ Yes
☐ No
10. Conflict of Interest. Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason

upon sixty (60) 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 13, 14, 18, 19, and 20; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.

There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

12. Transfer of Data. Following termination of the Agreement Contractor shall transfer all the District and participant data necessary to administer legal services to the successor Legal Counsel. Such data shall be transferred to the successor 30 days prior to the effective date of termination. If the data transfer described in this Paragraph 12 is not completed by the deadline Contractor shall pay a late fee of \$500 per day each day until the data is provided.

Confidentiality

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 acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and

exclusive property of the 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.

- f. **Injunctive Relief.** Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

Indemnification, Insurance, and Taxes

14. **Indemnity.** The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against any and all claims, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred arising out of or resulting from:

- (a) Contractor's performance of the contract (including, but not limited to the Contractor's use of the site);
- (b) the Contractor's completion of the duties under the contract; or
- (c) injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board

for any act, omission, negligence, or misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that otherwise exist as to a party, person, or entity described in this paragraph.

15. **Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence; and (3) Errors and Omissions Insurance with a policy limit of no less than \$5 million (\$5,000,000) dollars. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance.

16. **Taxes.** Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, district will not withhold FICA (Social Security); State or Federal unemployment insurance contributions, State or Federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
17. **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.

Dispute Resolution

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate Superior Court in Fresno, California.
19. **Arbitration.** If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in

accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.

20. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

Miscellaneous

21. Written Notice. Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:

Executive Director of Purchasing
Purchasing Department
Fresno Unified School District
4498 N. Brawley Avenue
Fresno, CA 93722

Contractor:

Name: Taylor English Duma LLP

Address: c/o Brandie Barrows, AAL
7172 Regional St., #282
Dublin, CA 94568

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

22. 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.
23. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
24. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
25. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
26. 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.
27. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be

interpreted to give effect to the intention of the Parties hereto insofar as that is possible.

28. Waiver and Amendment. 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.
29. 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.
30. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.
31. Business Associate Agreement. Attached as Exhibit B is a Business Associate Agreement which shall be executed by Contractor.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

FRESNO UNIFIED SCHOOL DISTRICT

TAYLOR ENGLISH DUMA LLP

Santino Danisi, Interim Chief Financial Officer

Chris Wilson, Attorney at Law

Date

Date

February 2, 2021

Approved As To Form:

Andrew De La Torre 2/2/2021
*Andrew De La Torre, Executive
Director, Benefits and Risk
Management*

Exhibit A
to the Independent Contractor Service Agreement
between the District and Taylor English Duma LLP

It is recognized that there is a continuing need for legal services in the administration of the Plan to ensure that the JHMB and District are protected and the affairs of the JHMB and Plan are conducted in accordance with the terms of the JHMB By-Laws, the applicable collective bargaining agreements, the provisions of the Public Health Service Act (PHS Act), the Internal Revenue Code and the regulations relating thereto, and all other laws and regulations which may be applicable to self-funded non-federal governmental plans. The District health plan is exempt from ERISA.

Contractor will handle any legal matters referred to Contractor by the JHMB including, but not limited to the following:

1. Make a periodic review of all existing contracts which pertain to the administration of the JHMB and Plan (such as provider contracts and contracts covering administration services), to ascertain that such agreements are legally sufficient and consistent with the JHMB's objectives. Suggest appropriate amendments. Prepare amendments to such contracts, or review amendment drafts, if prepared by others. Prepare and/or review all new contracts which may be authorized.
2. Make a periodic review of the By-Laws and Board Policies governing the JHMB, as may be requested by the Board of Directors or by the Co-Chairs, to ascertain that such document is legally sufficient and consistent with the JHMB's objectives. Suggest appropriate amendments, and prepare such amendments as needed and as authorized.
3. Prepare written legal opinions.
4. Advise the Board of Directors, plan professionals, and Benefits Office, where appropriate, concerning legal questions which arise in the course of the day-to-day administration of the Plan.
5. Respond to auditor inquiries relating to the health plan's annual audit report.
6. Keep the Directors and plan professionals advised of current and significant legal developments in employer health and welfare benefits.
7. Review copies of documents including, but not limited to, announcement letters, financial statements, notices, letters to participants and providers, and other correspondence, and draft annual audit reports by other plan professionals.
8. Assist the Plan Administrator or responsible plan professional with the periodic review and updating of the Plan Booklet, and all Plan documents, including but not limited to Plan amendments, Summary of Benefits and Coverage, and Benefits Information Guide.
9. Review draft minutes of the Board of Director's meetings and suggest appropriate modifications. Review the notes/deliverables of Committee meetings.
10. Review and respond to inquiries concerning benefit appeals.

Exhibit A
to the Independent Contractor Service Agreement
between the District and Taylor English Duma LLP

11. Review governmental filings.
12. Attend meetings of the Board of Directors, plan professionals, Benefits Office, and committees (as requested), unless excused. Attend the annual Board of Directors Education Day. Provide legal advice and consultation concerning legal issues and questions which arise during such meetings (insofar as the issues and questions relate to the administration of the health plan.)
13. Provide educational presentations regarding health and welfare benefit topics and fiduciary duties.
14. Handle all other routine matters referred to Contractor.
15. Provide all written materials to the JHMB Administrator for inclusion in the JHMB meeting packet no later than 3:00 p.m. on the fifth business day prior to a JHMB meeting.
16. Supply sufficient staff to provide the services under this Agreement, with Brandie Barrows, AAL as lead Legal Counsel, and a properly qualified substitute if/when needed.

Charges will be billed and identified by work performed so that activity for fees incurred can be reviewed. Legal services will be billed at the agreed upon retainer set forth in Paragraph 5 of the Agreement. Work performed outside of the retainer will be billed at an hourly rate. Contractor will not perform work outside of the retainer without the express, prior consent of the JHMB. Those rates currently are as follows, and are guaranteed for the term of this Agreement:

Partner:	\$360
Associates:	\$300
Paralegals:	\$200

Contractor will not charge at any time for in-house photocopying, local and long-distance telephone charges, postage, library overhead or secretarial services.

Business Associate Addendum

This Business Associate Addendum (“Addendum”), effective **March 1, 2021** regardless of the date executed, is incorporated into, and made part of the Independent Contractor Agreement (“Agreement”) by and between the Fresno Unified School District Employee Health Care Plan (“Covered Entity”) and Taylor English Duma LLP (“Business Associate”) (each a “Party” and collectively the “Parties”).

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all definition:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, HITECH Act, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Taylor English Duma LLP.

(c) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Fresno Unified School District Employee Health Care Plan.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by HIPAA, as amended by the HITECH Act, this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as Required By Law. Business Associate also agrees to be familiar with and to comply with any more stringent state laws that may apply to the Use or Disclosure of PHI.

(b) Business Associate agrees to comply with the requirements of the Security Rule, and to implement and use appropriate administrative, physical, and technical safeguards to

- (i) Per the HITECH Act, 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, and 164.316;
- (ii) Prevent Use or Disclosure of PHI other than as permitted or required by this Addendum; and
- (iii) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI and ePHI by Business Associate in violation of the requirements of this Addendum.

(d) Business Associate agrees to, without unreasonable delay, and in no case later than forty-eight (48) hours, report in writing to Covered Entity:

- (i) Any Use or Disclosure of PHI not provided for by this Addendum of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or
- (ii) Any Security Incident or Breach of Unsecured PHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. § 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b).

(e) In the event of a Breach, without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach, a list of Individuals (unless Covered Entity is a plan sponsor ineligible to receive PHI) and a copy of the template notification letter to be sent to Individuals. Such notice shall, to the extent possible, include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such Breach. Business Associate agrees that with respect to any Use or Disclosure of Unsecured PHI not permitted by the Privacy Rule, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach and for providing all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity. Business Associate shall provide these notifications in accordance with the data Breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E, and shall pay for the reasonable and actual costs associated with such notifications.

(f) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a subcontractor or agent, it shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

(g) Business Associate agrees to provide Covered Entity, or its designated agent, during regular business hours, with access to the records of Business Associate for the purpose of conducting Privacy Rule and Security Rule compliance audits or for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. For this purpose, Business Associate will make available internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, within thirty (30) days or as designated by the Secretary.

(h) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or Individual, information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

(i) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of Disclosures of PHI directly to an Individual within thirty (30) days, in accordance

with the requirements for accounting for Disclosures made through an Electronic Health Record in HITECH Act 42 U.S.C. § 17935(c).

(j) Business Associate agrees to provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, to Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524.

(k) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, to Covered Entity, sufficient to allow Covered Entity to comply with the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

(l) Business Associate agrees to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

(m) Business Associate agrees to request, Use and/or Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure; provided, that Business Associate shall comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).

(n) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

(o) Business Associate agrees to not make or cause to be made any communication about a product or service that is prohibited by HITECH Act 42 U.S.C. § 17936(a).

(p) Business Associate agrees to not make or cause to be made any written fundraising communication that is prohibited by HITECH Act 42 U.S.C. § 17936(b).

(q) Business Associate agrees to accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

(r) The Business Associate agrees not to produce any records of the Covered Entity that is or may be subject to HIPAA to the U.S. Department Health and Human Services (HHS) in response to a request by the HHS without first obtaining written approval of the Covered Entity's legal counsel. Business Associate's compliance with this subsection will not be deemed to have waived or diminished the attorney work-product protections, attorney-client privileges or similar protections and privileges owed to Covered Entity.

(s) Business Associate agrees to notify Covered Entity of any Breach caused by any service provider of the Covered Entity within twenty-four (24) hours after Business Associate becomes aware of such Breach.

(t) In addition to any insurance Business Associate is required to maintain under the terms of the Agreement, Business Associate agrees to procure and maintain errors and omissions insurance and other liability insurance (i.e., Cyber Liability Insurance) in amounts as will be

necessary to insure Business Associate against any and all claims arising out of its performance of its duties and obligations under this Agreement. Business Associate will provide Covered Entity with evidence of such coverage within sixty (60) days of this Agreement's effective date and, thereafter, at least annually, and at any other time upon request of the Covered Entity.

(u) Business Associate agrees to be familiar and comply with any record retention requirements applicable to either Business Associate or Covered Entity and contained in any federal or state law or regulation, including the Employee Retirement Income Security Act of 1974.

(v) Upon the effective date of any amendment to the regulations or guidance promulgated by the Secretary with respect to Protected Health Information, the Privacy Rule, the Security Rule, HIPAA or the HITECH Act, this Addendum shall be deemed automatically amended such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations or guidance.

III. Permitted Uses and Disclosures of PHI by Business Associate

Unless otherwise limited in this Addendum, in addition to any other Uses and/or Disclosures permitted or required by the Agreement or this Addendum, PHI may be Used and/or Disclosed by Business Associate in order to:

(a) Make any and all Uses and Disclosures of PHI necessary to provide the services under the Agreement to Covered Entity;

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);

(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than twenty-four (24) hours, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Subcontractor or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

(d) Provide Data Aggregation services to Covered Entity in accordance with the Privacy Rule as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(e) De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be Used and Disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule 45 C.F.R. 164.514(a) – (c);

(f) Identify research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board (as used in 45 C.F.R. Part 46) or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1)(i) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required

Documentation”); and disclose PHI for such research provided that Business Associate does not receive Covered Entity’s disapproval in writing within ten (10) days of Covered Entity’s receipt of Required Documentation;

(g) Make PHI available for reviews preparatory to research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a research protocol or for similar purposes preparatory to research, that the PHI is necessary for the research, and that no PHI will be removed in the course of the review;

(h) Use the PHI to create a Limited Data Set (“LDS”) in compliance with 45 C.F.R. § 164.514(e);

(i) Use and Disclose the LDS referenced in sub-section (h) solely for research or Public Health purposes; provided that, Business Associate shall (1) not Use or further Disclose the information other than as permitted by this sub-section (i) or as otherwise Required by Law; (2) use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this sub-section (i); (3) report to Covered Entity any Use or Disclosure of the information not provided for by this sub-section (i) of which Business Associate becomes aware; (4) ensure that any agents, including a Subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business Associate with respect to such information; and (5) not identify the information or contact the Individuals.

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate’s Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate’s Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s Use or Disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

(e) Electronic Data Interchange. The Business Associate agrees that if it (or any of its agents or subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a “standard transaction,” the Business Associate (and such agents and subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 CFR Parts 160 and 162.

V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of March 1, 2021 and shall terminate when all of the Protected Health Information provided by Covered Entity to

Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (i) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and this Addendum if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (ii) Immediately terminate the Agreement and this Addendum if Business Associate has breached a material term of this Addendum and cure is not possible.

(c) Effect of Termination.

- (i) Except as provided in subsection (ii) of this section, upon termination of this Addendum for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. The Business Associate shall obtain prior written approval from the Covered Entity prior to destroying any records of the Covered Entity.
- (ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notification that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
- (iii) Termination of Agent or Subcontractor Relationship. The Business Associate agrees to include in its agreements with any agents or subcontractors that create, receive, maintain and/or transmit PHI (which is Protected Health Information that the Business Associate creates, receives, maintains and/or transmits on behalf of the Covered Entity) termination provisions corresponding to the terms set forth in this Section V.

VI. Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the Privacy Rule, the Security Rule, HIPAA, or the HITECH Act as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, or the HITECH Act.

(c) Survival. The respective rights and obligations of Business Associate under Section V., subsection (c) of this Addendum shall survive the termination of this Addendum.

(d) Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the Privacy Rule, the Security Rule, HIPAA, and the HITECH Act.

(e) Counterparts. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

(f) Attorneys' Fees and Costs. Except as otherwise specifically provided by law, all legal and other costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby, including without limitation, legal and accounting fees, shall be paid by the Party incurring such expenses. In the event of any litigation or arbitration between the Parties respecting, relating to, resulting from, or arising out of this Addendum, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, whether or not any litigation proceeds to final judgment or determination.

(g) Choice of Law and Venue. This Addendum shall be construed and interpreted in accordance with the laws of the State of California in addition to any governing federal law. Any arbitration or other legal action between the Parties respecting, relating to, resulting from, or arising out of this Addendum shall be held or filed in either the state or federal courts in the State of California, County of Fresno.

(h) Notices. Any notice, demand, or request given in accordance with this Addendum shall be given by personal delivery; by messenger delivery; by facsimile transmission; by placing said notice in the United States mail, registered or first-class, postage pre-paid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage pre-paid.

Notice shall be given to the Covered Entity as follows:

Andrew De La Torre
Fresno Unified School District
Benefits & Risk Management
2309 Tulare Ave.
Fresno, CA. 93721
(559) 457-3596

Notice shall be given to Business Associate as follows:

Brandie Barrows, AAL
Taylor English Duma LLP
7172 Regional St., 282
Dublin, CA 94568
Telephone: (510) 772-9334

(i) Indemnification. Business Associate assumes liability for and agrees to indemnify and hold harmless the Covered Entity from and against any demand, liability, suit, damage, loss, judgment, or other claim of any nature, equitable or otherwise, arising out of any breach of the terms of this Agreement by Business Associate.

(j) Controlling Addendum. In the event that any provision of this Addendum conflicts with the agreement, this Addendum controls. This Addendum supersedes any prior Addendum between the Parties relating to the same subject matter.

(k) Severability. Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Addendum, each of which shall continue to be valid and binding upon the Parties.

IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

COVERED ENTITY

FUSD EMPLOYEE HEALTH CARE PLAN

By: _____

Print Name: Santino Danisi

Print Title: Interim Chief Financial Officer

Date: _____

BUSINESS ASSOCIATE

TAYLOR ENGLISH DUMA LLP

By: 

Print Name: Chris Wilson

Print Title: Partner

Date: February 2, 2021

Approved as to Form

 2/2/2021

Fresno Unified School District
Board Agenda Item

Addendum
February 12, 2021

Board Meeting Date: February 17, 2021

AGENDA ITEM A-7a

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 United Health Centers of the San Joaquin Valley

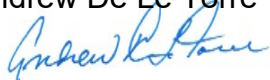
ITEM DESCRIPTION: Included in the Board binders is an agreement with United Health Centers of the San Joaquin Valley (UHC) to provide adult COVID-19 testing services for district staff.

In preparation for students and staff returning to in-person instruction and to assist with the prevention and mitigation of COVID-19 impact to both students and staff, UHC will be providing on-site COVID-19 testing. The agreement provides for voluntary testing to be provided at school sites designated by the district, using a “drive-through” model. UHC will provide all test kits, event support staff, and coordinated communication of results with staff, district, and County of Fresno Department of Public Health, as necessary.

The agreement will provide for services effective February 18, 2021 through June 10, 2021. The fee for testing services will be \$150 per person tested. The total estimated cost of \$748,000 is dependent upon variables including the number of staff on all campuses, the number of individuals volunteering to test, and guidance from state and local officials regarding volume of testing and cadence (frequency).

FINANCIAL SUMMARY: Annual estimated cost of \$748,000 is available in the General Fund.

PREPARED BY: Andrew De Le Torre
Executive Director



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

CABINET APPROVAL: Santino Danisi
Interim Chief Financial Officer



SUPERINTENDENT APPROVAL:



**Memorandum of Understanding
Between**

**United Health Centers of the San Joaquin Valley (“UHC”)
And
Fresno Unified School District (“Client”)**

UHC and Client are entering into this Memorandum of Understanding (MOU) for the provision of Direct Healthcare Services for the employees of the Client.

NOW THEREFORE, UHC and Client, inconsideration of the premises stated above and the terms and conditions specified below, agree as follows:

A. Responsibilities of the Parties

Parties, UHC and Client understand that each should be able to fulfill its responsibilities under this MOU, in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any Parties are unable to perform their functions under this MOU consistent with such Parties statutory and regulatory mandates, the affected Parties shall immediately provide written notice to the others seeking a mutually agreed upon resolution.

UHC will provide:

1. Provide COVID-19 testing
2. Provide COVID-19 test results
3. Management of claim submission and reimbursement. (**NOTE:** UHC will bill Fresno Unified School District for rendered testing services. – [See Exhibit A])

4. Client will provide:

1. Appropriate identification and demographic information of employees needing testing services with UHC prior to testing.
2. Assistance to employees in scheduling of appointments and/or notification to UHC of employee referral.

B. Billing and Compensation

Invoices will be issued by UHC on a daily basis. Invoices will be mailed to the Client with the indicated employee information of services provided. Client shall reimburse UHC within 30 days following receipt of the invoice for all authorized Services Covered under this MOU at the rates listed in *Exhibit A*. Services Covered is defined by all services noted in this agreement in *Exhibit A*. Any other service(s) rendered are excluded from this agreement.

UHC shall submit all claims to:

Client Name and Address Information:

Fresno Unified School District

2309 Tulare Avenue

Fresno, CA. 93721

Payer Information (Where to send Invoices):

Name: Fresno Unified School District

Phone number: _____

Fax number: _____

Email address: _____

Point of Contact for Testing Results:

Name: Human Resources

Phone number: _____

Fax number: _____

Email address: _____

C. Confidentiality

Parties to this MOU agree to comply with the applicable sections of any appropriate statute and/or requirement to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery or evaluation of such services.
2. No person will publish or disclose, use, or permit to be published, disclosed, or used, any confidential information pertaining to applicants, participants, or students overall.
3. Each of the Parties will agree to abide by the current confidentiality provisions of respective statutes and shall share information necessary for the administration of the program including accountability. To the extent allowable and in accordance with each of the Parties governing state and/or federal laws and regulations, Parties, therefore, agree to share client information necessary for provision of services and accountability.
4. Any information deemed confidential under state or federal law provided to or developed by any of the Parties in the performance of the duties described in this MOU shall be kept confidential and shall not be made available to any individual or organization without the approval of all Parties; however, the Parties shall make administrative, fiscal, program and participant records available as required by law for audit purposes to assist in the performance of state/federal responsibilities.
5. Parties shall notify remaining Parties promptly of any unauthorized possession, use, knowledge or attempt thereof, of any other Parties data files or other confidential information and shall promptly furnish to those parties full details of the unauthorized release of such confidential information and shall assist with the investigation or prevention of the further release of such information.
6. All services described in this MOU will be delivered in compliance with Health Insurance Portability and Accountability Act (HIPAA).

D. Termination Provisions

This MOU may be terminated by either Party by a written notice given to the other Party at least 30 days prior to the intended date of termination.

E. Extension

Parties to this MOU may extend the MOU for a specified time. Any notification of extension must be by mutual agreement and must be in writing. Notification of intention to extend the MOU must be given at least 30 days prior to the expiration of the MOU. Any extension of or amendment to this MOU will be pursuant to the terms stated herein.

Parties agree to review this MOU at least annually and provide written suggestions as to recommended changes, clarifications, deletions or additions. An addendum signed by the authorized representatives of the Parties shall be sufficient to modify the MOU.

F. Amendment

This Memorandum shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

G. Duration of MOU

This MOU shall be in force effective February 18th thru June 11th 2021. The MOU will automatically renew for successive of one year terms unless otherwise terminated.

H. Insurance

Prior to commencement of services, UHC agrees to have a comprehensive general liability insurance coverage with a minimum limit of \$1,000,000 per occurrence, combined single limits, and worker's compensation insurance coverage in accordance with the State of California statutory limits. Evidence of insurance will be provided on an annual basis. A Certificate of Insurance naming the District as "Additional Insured" will be provided if requested.

J. Professional Liability

UHC shall maintain professional liability insurance with minimum coverage of \$1,000,000.

K. Indemnity

UHC shall defend, hold harmless and indemnify Client, its governing board, officers, administrators, agents, employees and consultants of and from any and all liabilities, claims, demands, costs, losses, damages or expenses, including reasonable attorneys' fees and court costs, including but not limited to consequential damages, loss of use, extra expense, costs of facilities, death, sickness, or injury to any person, or damage to any property from any cause whatsoever arising from or connected with the provision of services hereunder, that arise out of our result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of UHC, its agents, employees, subcontractors, consultants or representatives.


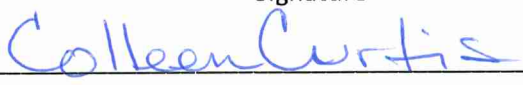
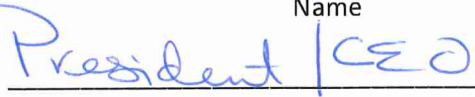

Client shall defend, hold harmless and indemnify United Health Centers, its governing board, officers, administrators, agents, employees and consultants of and from any and all liabilities, claims, demands, costs, losses, damages or expenses, including reasonable attorneys' fees and court costs, including but not limited to consequential damages, loss of use, extra expense, costs of facilities, death, sickness, or injury to any person, or damage to any property from any cause whatsoever arising from or connected with the provision of services hereunder, that arise out of our result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of Client, its agents, employees, subcontractors, consultants or representatives.

IN WITNESS HEREOF, the undersigned have executed this MOU on the date(s) specified below.

United Health Centers of the San Joaquin Valley

Fresno Unified School District

(Client)

 _____ Signature	_____ Signature
 _____ Name	Santino Danisi _____ Name
 _____ Title	Interim Chief Financial Officer _____ Title
 _____ Date	_____ Date

Approved as to Form


2/12/2021

Exhibit A

COVID19 Testing / Fee Schedule

1. Initial Consultation – \$150
 - i. COVID 19 Testing included
(**NOTE:** UHC will bill the Fresno Unified School District for rendered testing services.)
2. Follow-up Consultation – NOT INCLUDED.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-8

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 Tulare County Office of Education

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District Early Learning Department and Tulare County Office of Education. Tulare County Office of Education is one of two Language Learning Project Cohorts in the Central Valley. This agreement will underwrite the cost of their continuous, second-year participation in the Dual Language Learner Professional Development Grant from the Child Care and Development Fund (CCDF), California Department of Education, Early Learning and Care Division. The project will include the following two components: A Training of Trainers series and a Professional Development Training series. The Training of Trainers series is designed to develop the capacity of local programs to conduct Personalized Oral Language(s) Learning (POLL) strategies training and to support implementation of those strategies in their own programs and communities. The Training of Trainers series will consist of three, three-hour virtual sessions followed by technical assistance and coaching facilitated by Dual Language Learner experts and the Language Learning Project team. The Professional Development Training series is designed to scale the implementation of POLL strategies through the facilitation of professional learning by local trainers with support from the Language Learning Project team. The professional learning activities will deepen the understanding of POLL strategies with the initial cohort and/or extend training to a new group of participants. The Professional Development Training series will consist of three, three-hour virtual sessions and include a minimum of 60 participants. Progress of the project will be captured through quarterly project progress reports using Fresno Unified School District Early Learning Department's reporting template. In addition, Tulare County Office of Education will participate in an evaluation administered by Fresno Unified Early Learning Department in partnership with the California Department of Education.

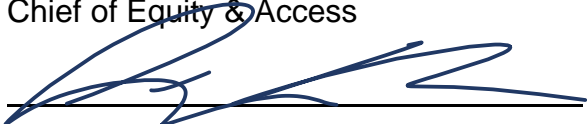
FINANCIAL SUMMARY: Sufficient funds in the amount of \$80,000 are available in the Early Learning budget. The agreement is funded by a grant from the California Department of Education.

PREPARED BY: Deanna Mathies,
Executive Officer, Early Learning

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

CABINET APPROVAL: Lindsay Sanders,
Chief of Equity & Access

SUPERINTENDENT APPROVAL:



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Tulare County Office of Education

6200 S. Mooney Blvd. Visalia, CA 93277

Vendor Name

Address

559-651-3022

Julie Berk

Phone Number

Vendor Contact

From: December 17, 2020

Through: June 30, 2021

Term (Duration)

FUSD Contract Administrator:

Early Learning Dept

559-457-3687

Deanna Mathies

Site/ Dept

Telephone number

Name

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

120-5035-0765-8500-1 000-5899

Annual Cost 80000

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

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

Yes ☒

No ☐

Scope of Work Summary:

The Tulare County Office of Education is one of two Language Learning Project Cohorts in the Central Valley. This contract will underwrite the cost of their continuous, second-year participation in the Dual Language Learner Professional Development Grant from the Child Care and Development Fund (CCDF), California Department of Education, Early Learning and Care Division. The project will include the following two components: a Training of Trainers series and a Professional Development Training series. The Training of Trainers series is designed to develop the capacity of local programs to conduct Personalized Oral Language(s) Learning (POLL) strategies training and to support implementation of those strategies in their own programs and communities. The Training of Trainers series will consist of three, three-hour virtual sessions followed by technical assistance and coaching facilitated by Dual Language Learner experts and the Language Learning Project team. The Professional Development Training series is designed to scale the implementation of POLL strategies through the facilitation of professional learning by local trainers with support from the Language Learning Project team. The professional learning activities will deepen the understanding of POLL strategies with the initial cohort and/or extend training around POLL strategies to a new group of participants. The Professional Development Training series will consist of three, three-hour virtual sessions and include a minimum of 60 participants. Progress of the project will be captured through quarterly project progress reports using FUSD - Early Learning Department's reporting

Date Item is to appear on **Board of Education Agenda:** 02/17/21 **Agenda Item #** (Contracts of \$15,000.00 or more)

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

Lindsay Sanders

Lindsay Sanders (Jan 29, 2021 09:48 PST)

Signed

Date

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

Signed

Date

Please return signed contract to:

Selena Rico

Early Learning Department

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION Early Learning Department

School/Department Budget: 120-5035-0765-8500-1000-5899

District Contact Person: Deanna Mathies

Budget Manager Approval: Deanna Mathies

Contractor's Vendor Name: Tulare County Office of Education

Contractor's Contact Person: Julie Berk

Contractor's Title: Assistant Superintendent

Contractor's Telephone Number: 559-651-3022

Contractor's E-mail: jberk@tcoe.org

Contractor's Address: 6200 S. Mooney Blvd. Visalia, CA 93277

Contractor's Taxpayer ID# or SSN#: 94-2191905

This Independent Contractor Services Agreement is made and entered into effective 12/17/20 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

The Tulare County Office of Education is one of two Language Learning Project Cohorts in the Central Valley. This contract will underwrite the cost of their continuous, second-year participation in the Dual Language Learner Professional Development Grant from the Child Care and Development Fund (CCDF), California Department of Education, Early Learning and Care Division. The project will include the following two components: a Training of Trainers series and a Professional Development Training series. The Training of Trainers series is designed to develop the capacity of local programs to conduct Personalized Oral Language(s) Learning (POLL) strategies training and to support implementation of those strategies in their own programs and communities. The Training of Trainers series will consist of three, three-hour virtual sessions followed by technical assistance and coaching facilitated by Dual Language Learner experts and the Language Learning Project team. The Professional Development Training series is designed to scale the implementation of POLL strategies through the facilitation of professional learning by local trainers with support from the Language Learning Project team. The professional learning activities will deepen the understanding of POLL strategies with the initial cohort and/or extend training around POLL strategies to a new group of participants. The Professional Development Training series will consist of three, three-hour virtual sessions and include a minimum of 60 participants. Progress of the project will be captured through quarterly project progress reports using FUSD - Early Learning Department's reporting template. In addition, the Tulare County Office of Education will participate in an evaluation administered by FUSD Early Learning Department in partnership with the California Department of Education.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on Click or tap to enter a date. , and shall terminate on Click or tap to enter a date.. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 80,000.00 per flat fee , Not to exceed \$ 80,000.00 . Checks will be made payable to Tulare County Office of Education . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 80,000.00
- f. Other _____

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

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

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

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

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

Contractor's initials Dyk

District's initials D

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

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

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

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

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.


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


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

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.
- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.
 - b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) annual aggregate limit. Business automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. In the event "Contractor" is working with students individually or providing professional services to students, "Contractor" shall maintain a policy providing coverage for sexual molestation and/or abuse claims. In the event that "Contractor's" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims shall be required to procure a separate or supplemental policy providing such coverage. The limits of coverage for the abuse and molestation policy shall be not less than \$1,000,000 per claim and \$3,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis then the following shall apply; 1) The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work; 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work; (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. Self-insured retentions must be declared to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

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

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

Contractor's initials 

District's initials 

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

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

District:

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

Contractor: Tulare County Office of Education

Name: Julie Berk

Address:

6200 S. Mooney Blvd.
PO Box 5091, Visalia, CA 93728

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Interim Chief Financial Officer


Date

CONTRACTOR

Tulare County Office of Education



Name: Tim A. Hire, Title: County Superintendent

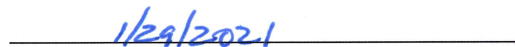


Date

Approved As To Form:



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



Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Independent Contractor Services Agreement with American Ambulance

ITEM DESCRIPTION: Included in the Board binders is an Independent Contractor Services Agreement with American Ambulance. Fresno Unified School District utilizes American Ambulance to provide service to all High School football games. The ambulance driver and assistant are stationed at each game to assist in health-related emergencies that may arise during the game. If the ambulance must leave at any time, a backup unit will be sent to the stadium for coverage. High School tackle football games are scheduled to begin when California Interscholastic Federation (CIF) allows at which time, we will utilize the services of American Ambulance.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$40,000 are available in the Goal 2 budget.

PREPARED BY: Brett Mar,
Athletic Manager

DIVISION: Instructional Division
PHONE NUMBER: 457-3731

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified
School District
Preparing Career Ready Graduates

Fresno Unified School District

Contract Routing Form

Completed independent contract agreement must be attached

American Ambulance

2911 E. Tulare Fresno Ca 93721

Vendor Name

Address

559-443-5915

Erik Peterson

Phone Number

Vendor Contact

From: ~~12/14/2020~~ 1/14/21

Through: 06/30/2021

1/7/2021

Term (Duration)

FUSD Contract Administrator:

Pat Riddlesprigger

Goal 2

457-3655

Name

Site/ Dept

telephone number

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

030-0172-0725-1110-5899-4000

Annual Cost \$ \$ 38,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Fingerprints verified & cleared by site admin:

PM (initials)

Scope of Work Summary:

Vendor will provide "standby ambulance services" for FUSD high school football games and district cross country events held at Woodward Park

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

(Contracts of \$15,000.00 or more) **2/17/2021**

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

Kim Macum

August 18, 2020

Signed

Date

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

Andrew L. Paine

9/21/2020

Signed

Date

Please return signed contract to:

Trisha O'Neill

Goal 2

457-3655

Name

Department

Telephone

Fresno Unified School District Independent Contractor Services Agreement

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

GENERAL INFORMATION

School/Department Budget: **030-0172-0725-1110-5899-4000**

District Contact Person: **Pat Riddlesprigger**

Budget Manager Approval: _____

Contractor's Vendor Name: **American Ambulance**

Contractor's Contact Person: **Erik Peterson**

Contractor's Title: **CAO, American Ambulance**

Contractor's Telephone Number: **559-443-5915**

Contractor's E-mail: **lhernandez@americanambulance.com**

Contractor's Address: **2911 E. Tulare Fresno Ca 93721**

Contractor's Taxpayer ID# or SSN#:

This Independent Contractor Services Agreement is made and entered into effective 1/14/21
by and between the Fresno Unified School District ("District") and 12/14/2020 American Ambulance

(the "Effective Date") 1/7/2021
("Contractor").

1. Contractor Services. Contractor agrees to provide

Vendor will provide "standby ambulance services" for FUSD high school football games and district cross country events held at Woodward Park

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on ~~4/24/2020~~ ^{1/14/21}, and shall terminate on 06/30/2021. There shall be no extension of the term of the Agreement without express written consent from all parties. 1/7/2021

4. Payment. District agrees to pay Contractor at following rate of \$ 160.00 per one hour. Checks will be made payable to American Ambulance. Payment shall be limited to that written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses: ☐ Yes (see below) ☒ No, Vendor initial here
- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates:
Breakfast \$12.20; Lunch \$18.30; Dinner \$30.50. *Receipt Required.
 - c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 38,000.00
 - f. Other

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

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

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

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

10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

11. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

12. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit. Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.

13. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

14. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
15. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (Social Security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
16. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
17. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
18. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
19. Amendments. The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Fresno, California.
21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

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

Contractor:

Name: **American Ambulance**
Address: 2911 E Tulare Fresno Ca 93721

22. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
23. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do so shall constitute material breach.
24. Entire Agreement. This Agreement is intended by the Parties as the final expression of their Agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
25. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
26. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
27. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Ruth F. Quinto, Deputy Superintendent / CFO

Date

CONTRACTOR

American Ambulance

Erik S Peterson

Digitally signed by Erik S Peterson
Date: 2020.07.22 13:46:23 -07'00'

Erik S Peterson / Chief Administrative Officer

Date

Approved As To Form:

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

9/21/2020
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-10

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Independent Contractor Services Agreement with Riddell Football

ITEM DESCRIPTION: Included in the Board binders is an Independent Contractor Services Agreement with Riddle Football. It is recommended by the National Operating Committee on Standards for Athletic Equipment (NOCSAE) that all tackle football helmets, and shoulder pads be reconditioned and recertified annually. Fresno Unified has used Riddell Football for reconditioning and recertification of this equipment at the end of every football season. All equipment is inspected, cleaned, and painted before being delivered back to the school sites. Any equipment damaged beyond repair or outdated (ten-year life span) is red tagged, returned to the site as unusable, and disposed.

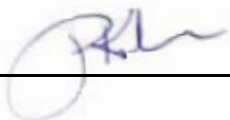
FINANCIAL SUMMARY: Sufficient funds in the amount of \$70,000 are available in the Goal 2 budget.

PREPARED BY: Brett Mar,
Athletic Manager

DIVISION: Instructional Division
PHONE NUMBER: 457-3731

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Riddell	7501 Performance Lane North Ridgeville OH 44039	
Vendor Name	Address	
209-640-0699	JAMES BRADY	
Phone Number	Vendor Contact	
From: January 14, 2021	Through: June 30, 2021	
Term (Duration)		
FUSD Contract Administrator:	Goal 2	457-3655
Pat Riddlesprigger	Site/ Dept	Telephone number
Name		
Budget (Fund-Unit-Dept.-Activity-Object)	030-0172-0725-1110-4000-4351	

Annual Cost \$ 70,000.00 (Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Scope of Work Summary:

Reconditioning and certification of athletic protective gear for high school and middle school

Date Item is to appear on **Board of Education Agenda:** 02/17/21 **Agenda Item #** (Contracts of \$15,000.00 or more)

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

Bryan D. Wells

Digitally signed by Bryan D. Wells
Date: 2020.12.29 16:56:05 -08'00'

Signed

Date

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

andrew de la torre

Digitally signed by andrew de la torre
Date: 2020.12.30 15:11:14 -08'00'

Signed

Date

Please return signed contract to:

Trisha O'Neill

Name

Goal 2

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION Goal 2

School/Department Budget: 030-0172-0725-1110-4000-4351

District Contact Person: Pat Riddlesprigger

Budget Manager Approval: Bryan D. Wells Digitally signed by Bryan D. Wells
Date: 2020.12.29 16:56:37 -08'00'

Contractor's Vendor Name: Riddell

Contractor's Contact Person: JAMES BRADY

Contractor's Title: BID DEPT. MGR.

Contractor's Telephone
Number: 209-640-0699

Contractor's E-mail: tdsantos@riddellsales.com

Contractor's Address: 7501 Performance Lane North Ridgeville OH 44039

Contractor's Taxpayer ID# or
SSN#: 34-1688715

This Independent Contractor Services Agreement is made and entered into effective 01/14/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Reconditioning and certification of athletic protective gear for high school and middle school

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 01/14/21 , and shall terminate on 06/30/21 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 70,000.00 per contract , Not to exceed \$ 70,000.00 . Checks will be made payable to Riddell . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 70,000.00
- f. Other \$ 0.00

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

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

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

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

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

Contractor's initials James Brady

District's initials Bryan D. Wells

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

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

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

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

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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

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

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

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

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

Contractor's initials James Brady
Digitally signed by James Brady
DN: cn=James Brady,
o=James Brady,
ou=James Brady,
email=jbrady@jbrady.com

District's initials Bryan D. Wells
Digitally signed by Bryan D. Wells
DN: cn=Bryan D. Wells,
o=District of Fresno,
ou=District of Fresno,
email=bryan.d.wells@fresno.k12.ca.us

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

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

District:

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

Contractor: Riddell

Name: JAMES BRADY

Address:

7501 Performance Lane North
Ridgeville OH 44039

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do so shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Interim Chief Financial Officer

Date

CONTRACTOR

Riddell

James Brady

Digitally signed by James Brady
Date: 2020.12.15 13:51:26
-05'00'

Name: JAMES BRADY , Title: BID DEPT. MGR.

December 15, 2020

Date

Approved As To Form:

andrew de la
torre

Digitally signed by andrew de la
torre
Date: 2020.12.30 15:14:07
-08'00'

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

December 30, 2020

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Independent Contractor Services Agreement with San Joaquin Valley Officials Association - Central California Amateur Arbiters Sport Officials

ITEM DESCRIPTION: Included in the Board binders is an Independent Contractor Services Agreement with San Joaquin Valley Officials Association (SJVOA) - Central California Amateur Arbiters Sport Officials (CCAA). Our district is provided officiating services by the SJVOA and by the CCAA for our elementary, middle school, and high school sporting events. Funding will cover the cost of officials for all grade levels. The athletic season is scheduled to begin when California Interscholastic Federation (CIF) allows for high school sports at which time Fresno Unified will begin utilizing the services of SJVOA and CCAA.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$600,000 are available in the Goal 2 budget.

PREPARED BY: Brett Mar,
Athletic Manager

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

San Joaquin Valley Officials Association

5896 W Fremont Fresno Ca 93722

Vendor Name

559-355-7467

Address

Bryan Pinto

Phone Number

Vendor Contact

From: January 14, 2021

Through: June 30, 2021

Term (Duration)

FUSD Contract Administrator:

Pat Riddlesprigger or Brett Mar

Goal 2/ Athletics

559-457-3655

Name

Site/ Dept

Telephone number

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

030-0172-0725-1110-4000-5899

Annual Cost \$ 550,000.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

San Joaquin Valley Officials Association (SJVOA) will schedule, train, administer, and provide officials needed for FUSD (100% of high school, 50% of middle school, and 100% of elementary) athletic competitions.

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

Agenda Item #

(Contracts of \$15,000.00 or more)

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

Bryan J. Wells

12/29/2020

Signed

Date

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

Andrew C. Paine

12/30/2020

Signed

Date

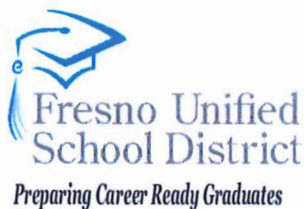
Please return signed contract to:

Trisha O'Neill

Goal 2/ Athletics

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION Goal 2/ Athletics

School/Department Budget: 030-0172-0725-1110-4000-5899

District Contact Person: Pat Riddlesprigger or Brett Mar

Budget Manager Approval: _____

Contractor's Vendor Name: San Joaquin Valley Officials Association

Contractor's Contact Person: Bryan Pinto

Contractor's Title: President

Contractor's Telephone
Number: 559-355-7467

Contractor's E-mail: bpinto@sjvoabaseball.com

Contractor's Address: 5896 W Fremont Fresno Ca 93722

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 01/14/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

San Joaquin Valley Officials Association (SJVOA) will schedule, train, administer, and provide officials needed for FUSD (100% of high school, 50% of middle school, and 100% of elementary) athletic competitions.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on Click or tap to enter a date. , and shall terminate on Click or tap to enter a date.. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of See attachment per _____. Not to exceed \$ 550,000.00. Checks will be made payable to San Joaquin Valley Officials Association . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 550,000.00
- f Other \$ 0.00

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

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

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

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Contractor's initials BR

District's initials BDW BDW

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

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- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
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 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
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 - b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

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

Contractor's initials



District's initials

BDW



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

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

District:

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

Contractor: San Joaquin Valley Officials Association

Name: Bryan Pinto

Address:

5896 W Fremont Fresno Ca 93722

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

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Interim Chief Financial Officer

Date

CONTRACTOR

San Joaquin Valley Officials Association

Name: Bryan Pinto , Title: President

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

12/30/2020
Date

Middle School Game Fees

[illegible]

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Central California Amateur Arbitrators

335 Herritage Clovis Ca 93619

Vendor Name

Address

559-905-3018

Bob Kayajanian

Phone Number

Vendor Contact

From: January 14, 2021

Through: June 30, 2021

Term (Duration)

FUSD Contract Administrator:

Pat Riddlesprigger or Brett Mar

Goal 2/Athletics

559-457-3655

Name

Site/ Dept

Telephone number

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

030-0172-0725-1110-4000-5899

Annual Cost \$ 50,000.00

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

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

Yes ☒

No ☐

Scope of Work Summary:

Central California Amateur Arbitrators (CCAA) will schedule, train, administer, and provide officials needed for FUSD (50% of middle school) athletic competitions.

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

2/17/2021

Agenda Item #

(Contracts of \$15,000.00 or more)

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

Kim Macum 01/25/2021

Bryan J. Wells

12/29/2020

Signed

Date

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

Andrew L. Paine

12/30/2020

Signed

Date

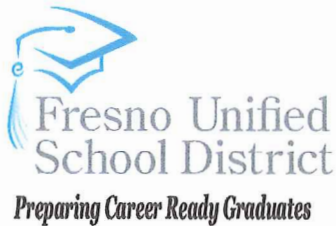
Please return signed contract to:

Trisha O'Neill

Goal 2/Athletics

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION Goal 2/Athletics

School/Department Budget: 030-0172-0725-1110-4000-5899

District Contact Person: Pat Riddlesprigger or Brett Mar

Budget Manager Approval: _____

Contractor's Vendor Name: Central California Amateur Arbitrators

Contractor's Contact Person: Bob Kayajanian

Contractor's Title: President

Contractor's Telephone
Number: 559-905-3018

Contractor's E-mail: referee411@yahoo.com

Contractor's Address: 335 Herritage Clovis Ca 93619

Contractor's Taxpayer ID# or
SSN#: TIN 92-1565006

This Independent Contractor Services Agreement is made and entered into effective 01/14/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Central California Amateur Arbitrators (CCAA) will schedule, train, administer, and provide officials needed for FUSD (50% of middle school) athletic competitions.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on Click or tap to enter a date. , and shall terminate on Click or tap to enter a date.. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of See a thachment per _____, Not to exceed \$ 50,000.00. Checks will be made payable to Central California Amateur Arbitrators . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner\$30.50. *Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 50,000.00
- f. Other \$ 0.00

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

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

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

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

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

Contractor's initials Rbe

District's initials BDW

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

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

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

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

13. Confidential Information

- a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a “need to know,” and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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

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District's initials BDW



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District:

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

Contractor: Central California Amateur Arbitrators

Name: Bob Kayajanian

Address:

335 Herritage Clovis Ca 93619

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

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

DISTRICT

Fresno Unified School District

Santino Danisi, Interim Chief Financial Officer

Date

CONTRACTOR

Central California Amateur Arbitrators

Bob Kayajanian

Name: Bob Kayajanian, Title: President

Dec 18, 2020

Date

Approved As To Form:

Andrew De La Torre

Andrew De La Torre, Executive Director
Benefits and Risk Management

12/30/2020

Date

SJVOA Officials Fee Schedule
Fresno Unified SD
Middle/Elementary School
2020-2021

Sport	MS Level	Official	Fee	Elem	Official	Fee
Baseball	Varisty/JV	1 ref	74	BSB	1 ref	42
		2 ref	57/50			
Basketball	Varisty/JV	2 Officials	65/65	BSK	1 ref	42
Football	Varisty/JV	Referee	65	FB	1 ref	42
		Others	61		1 linesman	38
Soccer	Varisty/JV	2 Officials	55/55	SOC	1 ref	42
Softball	Varisty/8th	1 ref	71	SB	1 ref	42
		2 ref	52/46			
Track / Swim		Starter	66	TR/SW		64
Volleyball	Varisty/JV	Referee (per match)	46	VB	1 ref	42
		doubleheader	90			
Water Polo	Varisty/JV	Referee	48	WP	1 ref	NA
Wrestling	Varisty/JV	Referee	56	WR	1 ref	42

*MS and ES tournament fees pay 1/2 day = \$65, full day = \$125

Central Section Officials Fees - SJVOA
High School

			2020-2021
Baseball	Varsity	Plate	74
		Bases	63
	Lower Level	Plate	57
		Bases	50
	Playoffs (Quarterfinals)	Plate	111
	(3 person crew)	Bases	95
	Playoffs (Semis & Finals)	Plate	111
Basketball	Varsity	2 person crew	74
		3 person crew	65
	Lower Level	2 person crew	53
		3 person crew	74
	Playoffs (Quarterfinals)	3 person crew	74
	Playoffs (Semis & Finals)	3 person crew	111
	(3 person crew)	Bases	95
Football	Varsity	Referee	81
		Others	74
	Lower Level	Referee	65
		Others	61
	Playoffs (Semis & Finals)	Referee	122
	(7 person crew)	Others	111
Lacrosse	Varsity	2 person crew	67
	Lower Level	2 person crew	55
Soccer	Varsity	2 Officials	67
		Center (3 person crew)	70
		Sidelines (3 person crew)	46
	Lower Level	2 Officials	55
		Center (3 person crew)	46
		Sidelines (3 person crew)	41
	Playoffs (Semis & Finals)	Center (3 person crew)	105
Softball	Varsity	Plate	67
		Bases	56
	Lower Level	Plate	52
		Bases	46
	Playoffs (Quarterfinals)	Plate	67
	(3 person crew)	Bases	56
	Playoffs (Semis & Finals)	Plate	101
Swim and Dive		Starter	66
		Recall Starter	48
		Starter	66
		Recall Starter	48
	3 of 5 Match	Referee	59
		Umpire	52
	2 of 3 Match	Referee	47
Volleyball		Umpire	43
		Referee	42
	Other	Referee	42
		Umpire	38
	Playoffs (Semis & Finals)	Referee	89
		Umpire	78
		Line Judges	47
Water Polo	Varsity	Referee	54
	Lower Level	Referee	48
	Playoffs (Semis & Finals)	Referee	81
		Goal Judges	43
Wrestling	Varsity	Referee	74
	Lower Level	Referee	56

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Grant Application to the California Community Schools Partnership Program

ITEM DESCRIPTION: Included in the Board Binders is a request for ratification of a grant application to the California Department of Education for the California Community Schools Partnership Program (CCSPP). A community school is a “whole-child” school improvement strategy where the District and schools work closely with teachers, students, and families. Community Schools also partner with community agencies and local government to align community resources to improve student outcomes.

This CCSPP application was developed through Alternative Education requesting support to Cambridge Continuation High School, DeWolf Continuation High School, and the JE Young Academic Center. Community School strategies can be an effective approach to mitigate the academic and social impacts of the COVID-19 crisis, improve school responsiveness to student and family needs, and to organize school and community resources to address barriers to learning. Community schools include four evidence-informed programmatic features, which are aligned and integrated into high-quality, rigorous teaching and learning practices and environments through: integrated support services; family and community engagement; collaborative leadership and practices for educators and administrators; and extended learning time and opportunities. If awarded funds, the CCSPP grant will expand community partnerships to assist students and families with academic and student supports to improve the social-emotional and educational outcomes of students at Alternative Education CCSPP schools.


FINANCIAL SUMMARY: The grant application requests \$1,500,000 to support CCSPP schools.

PREPARED BY: Brian Wall,
Instructional Superintendent

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

CABINET APPROVAL: Kim Mecum
Chief Academic Officer

SUPERINTENDENT APPROVAL:



Form B-2: Cover Sheet

California Community Schools Partnership Program

Request for Applications

Please complete the following for an application consisting of a consortium of community schools:

Lead Local Educational Agency (LEA): Fresno Unified School District

Lead LEA's Mailing Address:

2309 Tulare St
Fresno, CA 93721

Lead LEA's County-District-School Code: 10-62166-0000000

Program Primary Contact:

Name: Yolanda Jimenez-Ruiz
Title: Administrator – Alternative Education
Phone: 559-457-3196
Email: Yolanda.Jimenez-Ruiz@fresnounified.org

Program Secondary Contact:

Name: Rick Santos
Title: Vice Principal II – Alternative Education
Phone: 559-457-6173
Email: Rick.Santos@fresnounified.org

List of member consortium LEA(s): Cambridge Continuation High School; Dewolf Continuation High School; and JE Young Academic Center

I support this application for a California Community Schools Partnership Program (CCSPP) grant. I assure that the LEAs applying for the CCSPP grant will adhere to the intent and letter of California Senate Bill 820, Chapter 110, and the Budget Act of 2020 along with the grant requirements and specifications identified in the Request for Applications. By signing/typing your name electronically, you are agreeing that your electronic signature is the legal equivalent of your manual signature on this Form. Sign and date below.

Santino Danisi

Santino Danisi (Dec 2, 2020 19:55 PST)

12/02/20

E-Signature of LEA Superintendent or Designee

Date

Carson Wood

Carson Wood (Dec 2, 2020 12:58 PST)

12/02/20

E-Signature of Lead LEA Site Principal

Date

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Form C: Program Abstract

Complete the form below with an overall description of the proposed program in this application. Limit to one page.

Local Educational Agency: Fresno Unified School District

Funding Amount: \$1,499,999

Project Overview: Three community schools form the consortium at Fresno Unified School District: 1) J.E. Young Academic Center; 2) Cambridge Continuation High School; and 3) DeWolf Continuation High School. Community schools are impacted by COVID-19 for: Attendance Support Personnel, Access for Technology and Internet Support, Health and Wellness Services, and Social-Emotional Supports for students to cope with trauma due to the pandemic. We plan to expand staff professional development to effectively respond to student and family needs. Since the start of this pandemic, we began to see the decline of attendance and student stability at home compromised. Our application proposes a plan to address these barriers for students.

Major Partnerships:

- Comprehensive Youth Services (CYS)
- Prodigy (Substance Abuse Counseling- (J. E. Young Academic Center)
- Hand-in-Hand (Mentorship for Elementary)
- Fresno City College (Dual Enrollment and CTE)
- Fresno City College (Food Relief and Campus Pantry)
- Barrios Unidos (Health & Counseling Services)
- Michael Niehoff (Project Based Learning and Professional Learning)
- Education Elements (Professional Learning and Data Assessment)

Section: Background Information (12 points)

I.1. Vision and Mission of the Three Consortium Community Schools

Three community schools form the consortium at Fresno Unified School District: 1) J.E. Young Academic Center; 2) Cambridge Continuation High School; and 3) DeWolf Continuation High School. The vision and mission of the consortium community schools are to foster student success based on their individual needs. With a “student centric” focus, the community schools align with the District mission and vision of creating alternative pathways for students toward graduation as well as College and Careers.

Integrated supports are multi-tiered that not only examine the academic levels of students, but also the behavioral and social-emotional needs that embody the whole-child. Our collaborative leadership monitors student progress through both academic and social-emotional metrics to continually assess the changing needs of student and family.

Our commitment to family and community engagement are practiced in a variety of ways both in person and virtually connecting families with academic and personal necessities.

The community schools have created a collaborative support system to better serve our students while maintaining our own culture that is unique to each of the programs we support. Our expanded learning time and opportunities include creating the first “Year-Round” credit attainment model for our District that includes Night School, Saturday School, Winter Session, Extended Learning Summer Sessions, Online Courses, and Dual Enrollment courses with our community college partner, Fresno City College (FCC).

I.2. Community School’s Demographics, Partnerships, and Services Profile Data

Our community schools serve students from across the city of Fresno. The demographics of the city reflect of our consortium. Fresno is the 5th largest urban city in California.

Fresno's Ethnic Composition 2019

School	African American	Asian	Hispanic or Latino	White not Hispanic	Other
Cambridge Continuation High	10.70%	7.50%	76.30%	3.40%	2.10%
Dewolf Continuation High	11.90%	2.00%	72.80%	11.90%	1.40%
J. E. Young Academic Center	9.20%	5.30%	72.50%	10.30%	2.70%
Consortium (avg)	10.60%	4.93%	73.87%	8.53%	2.07%
District Total:	8.10%	10.70%	68.10%	9.70%	3.40%
State Totals:	5.50%	9.20%	54.30%	23.20%	7.80%
City of Fresno	7.60%	13.70%	49.40%	27.10%	2.20%

Fresno Unified School District (Fresno Unified) is the 4th largest district in California.

Students are referred to Alternative Education by comprehensive schools for a variety of reasons including: Academic, Medical, Social Emotional, Behavioral, Safety, and for Familial circumstances. Students voluntarily decide to attend our schools for credit recovery and attainment needs, however, most attend to complete high school.

1) DeWolf High School (DeWolf) is a continuation high school serving students in grades 10–12. DeWolf opened in 1962 as the first continuation facility and has an enrollment of 186 students: 21% English Learners; 1% Foster Care; 1% Homeless; and 95% Socio-economically Disadvantaged. DeWolf serves an ethnically diverse student body: 7% African American; 75% Latinx; 13% White; 4% Asian; and 2% American Indian.

2) Cambridge High School (Cambridge) is a continuation high school serving students in grades 10-12. Cambridge opened in 1997 and has an enrollment of 559 students: 32% English Learners; 2% in Foster Care; 2% Homeless; and 97% Socio-economically Disadvantaged. Cambridge serves an ethnically diverse student population: 12% African American; 79% Latinx; 2% White; 5% Asian; and 1% American Indian.

3) J. E. Young Academic Center (J. E. Young) is an Independent Study program serving students in grades K–12. J.E. Young opened in 1982 and has a total enrollment of 628 students. The new elementary program has 225 students, and the secondary program has 403 students: 13% English Learners; 1% in Foster Care; 1% Homeless; and 92% Socio-economically Disadvantaged. J.E. Young serves an ethnically diverse student population: 12% African American; 69% Latinx; 13% White; 2% Asian; 1% Pacific Islander; and 1% are two or more races. Programs reflect students' educational needs:

Program 1: Middle School and High School Independent Study Instructional Model -

Students attend two to three days a week and attend 4 (90-minute) courses with a content specialist teacher who support students in a blended learning environment.

Program 2: High School Traditional Independent Study - Students attend one day a week for a minimum of 1 hour with one teacher who is credentialed to teach all courses.

Program 3: eLearn Satellite - 1-3 teachers instruct at each comprehensive high school to support students with attainment needs to recover credit or attain credit at their school.

Program 4: eLearn Elementary Program – Due to COVID-19, “eLearn Elementary” provides online learning where students receive instruction in small groups of 1-3.

The consortium partners with Barrios Unidos who provide curriculum and training as it relates to teen relationships, youth resources, parent support, and mentoring groups.

Our partner Michael Niehoff, a former instructor at College of the Sequoias, is a Project-Based Learning expert from the Buck Institute supporting professional learning.

I.3. Community Schools and Neighborhood Context, Assessment of Needs

Community schools are impacted by COVID-19 for: Attendance Support Personnel, Access for Technology and Internet Support, Health and Wellness Services, and Social-

Emotional Supports for students to cope with trauma due to the pandemic. We plan to expand staff professional development to effectively respond to student and family needs.

During COVID-19 school closures, education is delivered through distance learning.

Curriculum is through the online platform Edgenuity. For our students to be successful, they must have adequate technology and Wi-Fi. Fresno Unified has a 1:1 policy for student access to technology. We enroll students originating from other schools who come with no device. We also enroll students from other school districts, charter schools, and Juvenile Justice who come with no device, and we must provide them one. The need is for technology resources and a technical support position to support virtual courses.

Attendance has been a challenge for all schools across Fresno Unified. Data shows that student academic as well as social-emotional success is directly affected by attendance.

Students attending our consortium schools in Alternative Education face greater challenges with regular attendance as these schools are not “neighborhood” but instead are assigned by “student need”. COVID-19 has greatly affected student attendance rate.

Chronic Absenteeism Data for 2017-2018, 2018-2019, 2019-2020

School Name	Severely Chronic 79.99 – 00.01% Attendance			Chronic 90% - 80% Attendance			Manageable 94.99% - 90.01% Attendance		
	2018	2019	2020	2018	2019	2020	2018	2019	2020
Cambridge	33.0%	33.3%	42.5%	24.3%	20.5%	16.2%	13.3%	16.5%	12.1%
Dewolf	19.3%	16.3%	14.5%	25.3%	31.3%	15.6%	17.5%	16.9%	24.7%
J. E. Young	24.5%	26.5%	70.7%	15.6%	15.1%	9.2%	17.5%	14.1%	1.0%
Consortium (Avg)	25.6%	25.4%	42.5%	21.7%	22.3%	13.7%	16.1%	15.8%	12.6%

From 2019-2020, the average absenteeism rate for Severely Chronic increased 17.29%.

To help combat challenges to attendance, the students and families of the consortium schools would benefit from the addition of two Child Welfare and Attendance Specialists:

- Coordinate behavior, attendance, social emotional Tier II supports interventions
- Case manage (monitoring) students' academic, attendance, social emotional needs
- Meet with students individually to conduct weekly or daily check in/check out
- Deliver direct supports to students (conflict mediation, goal setting, mentoring)
- Provide small group skill building (communication, problem solving, coping strategies, responsible decision making, emotional regulation, organizational skills, resilience)
- Work collaboratively with site staff, attendance clerk, school psychologist, school counselor, administration, and teachers to coordinate students supports interventions
- Progress monitor student outcome data (attendance, office referrals and suspensions)

Social Emotional Services have declined as a result of Distance Learning in COVID-19.

Data from Social Workers show a decrease in student contacts and social emotional counseling sessions and an increase in unsuccessful attempts to meet with students.

Alt Ed Socio-Emotional Counseling Student Contacts/Sessions						
Site	2018-2019 Contacts/ Sessions	2018-19 Attempts without Success	2019-2020 Contacts/ Sessions	2019-20 Attempts without Success	2020-2021 Contacts/ Sessions	2020-21 Attempts without Success
Cambridge	107	4	93	6	48	10
DeWolf	234	1	276	6	192	44
JE Young	238	33	213	28	78	24
Grand Total	579	38	582	40	318	78

Section II: Statement of Need (8 points)

II.1. Community Schools are High Poverty - Free and Reduced-price Meal Data

Cambridge Continuation High School has 97.1% of students qualifying for the Free and Reduced-Price Meals (FRPM) Program based on high poverty. DeWolf Continuation High School has 95.1% of students qualifying for the FRPM Program. JE Young Academic Center has 90% of students qualifying for the FRPM Program based on high poverty.

II.2. Community Schools' Needs for Expanding Access to Integrated Services

Since the start of this pandemic, we began to see the decline of attendance and student stability at home compromised. (Attendance data is detailed in I.3)

Learning Loss - In 2020 we observed a dramatic decline in students' credits attainment.

Consortium Total Credits Completed for Q1 3 Yr. Data

Community Schools	Term	2018-19	2019-20	2020-21 Decline
Cambridge High School	Q1	4701.5	5894.5	4316
DeWolf High School	Q1	2106	3920	1636
JE Young Academic Center	Q1	3206.5	4397	2906

Social Services - This year identified a sharp decline in students' individual counseling, case management, and supportive counseling services due to COVID-19 restrictions.

Consortium Total Mental Health and Social Services Provided

Community Schools	Term	2018-19	2019-20	2020-21 Decline
Cambridge High School	Q1	182	191	91
DeWolf High School	Q1	170	162	98
JE Young Academic Center	Q1	162	179	54

Contact with students and social service sessions have dropped by almost half in 2020.

Alt Ed Socio-Emotional Counseling Student Contacts/Sessions						
Site	2018-2019 Contacts/ Sessions	2018-19 Attempts without Success	2019-2020 Contacts/ Sessions	2019-20 Attempts without Success	2020-2021 Contacts/ Sessions	2020-21 Attempts without Success
Cambridge	107	4	93	6	48	10
DeWolf	234	1	276	6	192	44
JE Young	238	33	213	28	78	24
Grand Total	579	38	582	40	318	78

Digital Divide - consortium student are online and utilizing electronic devices. All students are accessing curriculum online and parents are having difficulty supporting students.

Personalized Learning - Due to COVID-19, there is an influx of elementary students in need of personalized learning who are affected by family needs and need social-emotional supports. J.E. Young Elementary continues an influx now at 225 students.

Gaggle - Fresno Unified partners with Gaggle, an online safety tool that identify inappropriate language, bullying and harassment, sexual content and self-harm.

2020 Climate and Culture - In our District Fall student survey, 35 students from the consortium schools indicated that they needed social emotional support services.

Section III: Partnerships (32 points, 16 points multiplied by two)

III.1 Proposed Community School's 'Consortium' and Partnership Plan

The consortium acts as an Accountable Community within Alternative Education at Fresno Unified. There are collective commitments to supporting our student's needs.

Guiding Principles for Alternative Education (Community School Consortium)

- Site administration and staff promotes leadership and collaboration among the school, home, and community stakeholders to meet the individual needs of students.

- Professional Learning is designed to increase staff capacity through training, modeling and research-based strategies that align with the needs of individual students.
- Providing our students with opportunities to have innovative programs and curriculum to meet their graduation requirements, but also aligns to local workforce needs.
- Staff creates a transition plan for individual student to include academic needs, mental health services, family support/housing needs, and career/post-secondary planning.
- College and Career Ready Graduates by giving all students an equal opportunity to engage in career exploration, work-based learning, internships and certifications.

Consortium Student Support Community Partnerships:

- Comprehensive Youth Services (CYS)
- Prodigy (Substance Abuse Counseling- (J. E. Young Academic Center)
- Hand-in-Hand (Mentorship for Elementary)
- Fresno City College (Dual Enrollment and CTE)
- Fresno City College (Food Relief and Campus Pantry)
- Barrios Unidos (Health & Counseling Services)
- Michael Niehoff (Project Based Learning and Professional Learning)
- Education Elements is a partnership expertise in design thinking, facilitation, collaboration, toolkit of resources and technology, and professional learning.

III.2. Community Schools Collaborative Governance Structure or Advisory Board

The governance structure for the community schools is the School Site Council (SSC).

The governing board (a) has policies and bylaws and the school's purpose is aligned with them to support the achievement of the schoolwide learner outcomes, academic standards, and college- and career-readiness standards based on data-driven

instructional decisions for the school; (b) delegates implementation of these policies to the professional staff; and (c) monitors results regularly and approves the single schoolwide action plan and its relationship to the Local Control and Accountability Plan. Meetings are held a minimum quarterly with more meetings scheduled for this new grant collaboration. The needs and resources of the school improvement require membership include broad representation of parents, students and staff, and all socioeconomic and ethnic groups.

III.3. Partnerships - Form C: Partner Roles and Responsibilities Attachment

The Alternative Education Community Schools currently partner with organizations on Form C to expand supports to students and family's needs impacted by COVID-19.

III.4. Community Schools Formalize Partnerships and Build Consortiums.

We are expanding services for students and parents from collaborative partners:

- Comprehensive Youth Services providing individual/group counseling, case management, community resources, crisis intervention, outreach and psychoeducation.
- Prodigy Substance Abuse Counseling providing comprehensive services to help young adults and their families achieve and maintain a healthy, productive lifestyle including substance abuse recovery, behavioral health services and after school programming.
- Michael Niehoff providing professional learning in project-based learning pedagogy and practice in face-to-face or online workshops, coaching sessions and team meetings.

Section IV: Program Implementation and Outcome Measures (24 points)

IV.1. Community School Coordinators Oversee Implementation of Services

The Administrator of Alternative Education along with Consortium Principals and Vice Principals will monitor the grant for the achievement of program goals. The periods of progress reports and quarter grade timelines are linked to actions during implementation.

Progress Reports	P1	P2	P3	P4
	09/11/2020	11/06/2020	02/12/2021	04/30/2021
Report Cards	Q1	Q2	Q3	Q4
	10/09/2020	12/18/2020	03/19/2021	06/10/2021

Grant actions directly align with our review of student academic plans. We currently review student credit attainment or course completion data. Also aligned are:

- Integrated Support Services: we currently work with our counseling teams to guide student support but increasing social emotional support, is imperative for COVID-19.
- Family and Community Engagement: During review cycles we help parents connect with outside agencies, engage with Parent University, invite them to parent connection meetings and bridge parents and students to social emotional learning supports.
- Collaborative Leadership Practices for Educators and Administrators: Our consortium increased professional development and professional learning communities for all staff.
- Extended Learning Time and Opportunities: Community schools offer students extended learning time and opportunities in Night School and Saturday Classes to support credit attainment. Other opportunities include Career Technical Education.

The Educational Resource Center (ERC) works for all students in Alternative Education.

The ERC team includes an Administrator, Vice Principal, School Counselor, Clinical School Social Worker, and a Child Welfare & Attendance Specialist. Referrals to Alternative Education are created from comprehensive school administration based on student needs such as Social Emotional, Familial, Academic, Medical, or Safety.

Professional Learning Community (PLC) - Teacher Feedback: The foundation of a PLC rests upon four pillars of mission, vision, values, and goals. Each of these pillars asks a

different question of the educators within the school. When teachers and administrators have worked together to consider those questions and reach consensus regarding their collective positions on each question, they have built a solid foundation for a PLC.

Clinical School Social Worker - SSW and SESS provide the following services:

Evidence-based education, behavior and mental health services: School wide Interventions; Group Counseling; Individual Counseling; Case Management; Crisis Intervention; and Supportive Counseling. **Promote a school climate conducive for student learning and teaching excellence:** Participation on school Climate and Culture Teams; Provide professional learning and consultation; Collaborate with school staff on social-emotional concerns impacting student; Complete home visits/meet families.

Maximize access to school- based and community-based resources: Link students and families with school and community resources; Partner with community agencies.

IV.3. Identifying Students Experiencing Barriers and Delivery of Supports

Fresno Unified utilizes data systems to monitor students educational progress which serves as a tool for identifying students who are experiencing barriers. Power BI is a business analytics service by Microsoft with an interface to create reports and dashboards. Community school leaders monitor ongoing District wide and site-specific student data: attendance, enrollment, credits counts, grade reporting and graduation status for whole student groups, specific demographics, and by individual students.

District Atlas is our Fresno Unified platform that maintains and reports all student records, academic, social emotional, and disciplinary (behavioral). Student data information contributes to determining the necessary supports for a student in combination with the school site leaders, teachers, family and student input. Monitor student progress:

1) Counselors will identify students based on graduation requirement to be placed in an ELA class. 2) Counselors will review monthly, students' ELA progress through online courses. 3) Progress reports and report cards will be distributed on a mid-quarter and quarterly basis by teachers and contact to parents will be made and logged into Atlas regarding student's academic progress. 4) Students will increase time working in core courses alongside their mentor coach during Monday's Community Leadership class. 5) Students will be encouraged to attend tutorial which is provided daily from 8:30-12:30. 6) Use internal dashboard as well as the data collected from Equity and Access such as formative and summative assessment data, credits and attendance, etc. 7) Partnership with Education elements for Personalized Learning Initiative (PLI). 8) Feedback from the Cross-Functional Pivot Team and the CSI Manager assigned to community schools.

Supports Include: Weekly, students meet with their teachers to go over their goal setting sheets and discuss their academic progress and any modifications that need to be made. Project-Based Learning Monthly course completion updates progress reports Individual counseling w/Academic Counselor Quarter grades Edgenuity provided disaggregated data, Data from Education Elements for PLI Support from Cross-Functional Pivot Team to help determine root cause analysis of low-performing student groups and to help with a plan to improve low-performing student achievement Support from CSI manager.

Planned staffing for outreach to students and families, case management, and coordination will be supported by the proposed addition of two Child Welfare and Attendance Specialists (CWAs). Additional community school family engagement and program coordination will be supported by community school partners such as Barrios Unidos, Hand and Hand, Comprehensive Youth Services, Prodigy among others.

IV.4. Implementation Action Plan Addressing the Community School Needs

The Consortium Leadership team will work with community partners, community school staff, students and families to implement program actions to address student needs:

1. Hire two Child Welfare & Attendance Specialists (CWAs) to work with consortium students, families, staff, partners. CWAS provide evidence-based interventions from a multi-tiered perspective to impact student success by reducing chronic absenteeism:

Tier One: Attendance Awareness; School-wide Messaging; School-wide Incentives

Tier Two: Attendance; Mentoring; Family Engagement; Parent Education

Tier Three: Community Linkages; Case Management; Parent Meetings

2. Hire one Information Technology Technician to work with students, families, teachers, partners to support instructional technology, student personalized learning, devices.

3. Consortium Leadership Team engage community partner meetings to begin school partnership work, supports, and services with school staff, students, family and teachers.

4. Contract Comprehensive Youth Services to support consortium community school students and families for therapy, counseling, mental health, and social-emotional help.

5. Contract Prodigy Healthcare to support community school students and families with mental health, substance abuse, behavioral health, and mental retardation services.

6. Expand Dual Enrollment – Fresno City College to facilitate approving courses for students at the community schools for college credits or enrolling consortium students.

7. Contract Barrios Unidos to support consortium students and families with guidance, information, training, community engagement, mentoring, and support programs.

8. Contract Michael Niehoff to train teachers through projects based professional learning improving personalized learning for students and hands on engaging distance learning.

9. Contract Education Elements in the professional learning initiative to train teachers and staff through deeper instructional technology methods to improve personalized learning.
10. Procurement of Passenger Van to transport students participating in evening courses, late events, appointments to support services or extended learning opportunities.
11. Contract Hand and Hand Mentoring to connect students to positive relationships.
12. Consortium Leadership team over grant implementation actions are three community school Principals Pete Pulos, Carson Wood, Rachael Maciel, ERC Principal Rick Santos, Administrator of Alternative Education Yolanda Jimenez-Ruiz, Department Office Manager Dawn Gardner, and School Counselor Andrea Santillan to work with consortium partners, community school students, parents, teachers, staff and Fresno Unified.
13. District consortium team meets to prepare planned actions, benchmarks and overall grant activities and goals. Meet with Alternative Education Analyst to discuss data and design measurement tools. Principals will onboard site leadership teams to communicate implementation actions, goals and measurements designed in the program.
14. Principal monthly meetings by site teams in their Principal Accountable Community collaborate with partners, parents, students, teachers to share data and best practices.
15. Quarterly review reporting and presentations from grant CWAs and CYS counselors.
16. Monthly Consortium Leadership team and community school teams monitor goals, data and systems to track student progress, community partner information and progress.
17. Principals will review Semester data and monitor program adjustments ongoing.

IV.5. Goals & Indicators by an Inclusive Community School Leadership Team

- Expanding partnerships, supports, and services that intentionally address local needs:
 - **Goal 1:** Expanded support services for students and families.

- **Indicator:** Increased access to social-emotional, trauma, mental health support.
- **Indicator:** Increased number of students, teachers, and families served through universal and targeted programming and opportunities.
- Expanding student-centered teaching practices and enrichment opportunities during and out of school time:
 - **Goal 2:** Expand/improve student supports and enrichment during the school day).
 - **Indicator:** Increased number of community partnerships and programs to support deeper learning practices during and out of school time.
 - **Indicator:** Increased number of mentors and tutors to support distance learning.
 - **Indicator:** Increase in the percentage of students earning 20 credits or more.
 - Developing program systems and practices necessary to maintain positive outcomes.
 - **Goal 3:** Create and staff improvement practices and systems to meet differentiated needs of students and families.
 - **Indicator:** Description of a COST, including participants, roles and responsibilities, and numbers served.
 - **Indicator:** New staff (2) CWAS and new staff (1) IT Technician tracking work with students, staff, families, partners, etc.
 - **Indicator:** Decrease in student severely chronic absenteeism rates from 2020.
 - **Goal 4:** Expand/strengthen consortium community schools involving the coordination/sharing of resources and learning opportunities across the initiative.
 - **Indicator:** Increased number of joint and targeted staff training/professional learning for teachers and classified staff.
 - **Indicator:** Increase in students achieving ELA and Math Proficiency.

IV.6. Plan for Collecting and Analyzing Qualitative and Quantitative Data Evaluation

The Project's Leadership Team will collect data monthly for program monitoring and evaluation to guide and improve implementation. The result will be an ongoing and sustained process of review using project collected data (quantitative study) and other relevant objective and subjective findings. Surveys and observations (qualitative study) to ensure continuous quality improvements to the project will be applied. Stakeholder feedback on participant experiences and development in the programs will be collected through surveys. In addition to the data collection, collaborative engagement discussions with the community school advisory group will be held during each quarter of the program implementation, to examine the quality of the program experience for the participants. This process will provide the leadership team information on the quality of professional learning, expansion of support services, increasing student and family engagement, community partnerships, and program progress or outcomes toward meeting the community goals.

Section V: Capability and Sustainability (8 points)

V.1. How Community School Plans to Continue the Program after the Grant

The opening of the new Alternative Education facility by 2023 that will house the consortium community schools will provide District financial support to fund the IT Technician necessary to serve larger staffing and a much larger enrollment and student attendance. The new facility is expected to support over 1500 students and will draw more students district-wide to Alternative Education due to the state-of-the-art facility and due to the high demand for the CTE pathway programs that will provide further student enrichment and career opportunities. This number does not include the Night School and Saturday Class options that will support district-wide student credit attainment.

It is anticipated that increasing student attendance will grow the average daily attendance funding to the consortium community schools over the two years of this implementation.

The increase is estimated to help fund the two CWAS staffed beyond the program.

Additional support in the future can be contributed by consortium school site funds.

The reopening of schools in 2021 during COVID-19 is also anticipated to draw an increase in enrollment to the consortium community schools. There are many parents and students who elect not to go back to their neighborhood campus, and they will be redirected to JE Young. Other consortium schools also anticipate enrollment increases as parents and students seek alternative options to distance learning or site reopening.

V.2. Incorporating Plan into the Local Control and Accountability Plan

The community school plan aligns to the Learning Continuity and Attendance Plan by keeping families engaged through every phase of the program implementation.

Stakeholder engagement and a student-centered approach will help guide the outcomes.

The actions will support the continuity of learning for our students. Professional learning will enhance our schools support to student learning. The supports through social-emotional services will address trauma. The program will ensure access to devices.

During the course of grant implementation in 2021 and 2022, we will begin our process of stakeholder engagement for the Local Control and Accountability Plan (LCAP) for our three community schools. The grant data will help validate actions that are implemented to support student improvement. The Consortium Leadership and stakeholders working collaboratively over the next two years will work with the District LCAP process to incorporate program actions into the future LCAP.

Form D: Partner Roles and Responsibilities Chart

List each partner and describe the partner's roles and responsibilities. Roles and responsibilities should be clearly defined in terms of specific tasks, services, and/or support that they will provide. Limit three pages.

Name	Title	Organization and Organization Type	Roles, Responsibilities, and Support
Julie Nielson	Clinical Director	Comprehensive Youth Services	Provides quality mental health and supportive services to students and their families who are at-risk due to their environment or experiences.
Victoria Martinez	Coordinator	Fresno City College	Dual Enrollment: Support eligible students in maintain positive education outcomes while they are concurrently taking courses at FUSD and FCC.
JD Dhanda	President	Prodigy Healthcare Inc.	Responsible for assuring the delivery of community based mental health, mental retardation, substance abuse and / or behavioral.
Ashley Rojas	Director	Barrios Unidos	Provides guidance for youth/young adults and their families.
Michael Niehoff	Owner / Presenter	Project Based Learning	Bridge the current gaps in learning using the Distance Learning Playbook and other resources.
ChaRunn Jones	CEO	Hand and Hand Mentoring	Mentors connect students to support systems to promote positive relationships and school engagement.
Kristen Howell	Partner	Education Elements	Assist in the development of personalized learning systems.

Form E: 2020–21 Budget Narrative

Each applicant must submit a **Budget Narrative** for each program year that explains all expenditures under each category within the budget. Applicants must also include in the budget narrative any matching funds (cash or in-kind) for the proposed grant application. Limit two pages.

Fresno Unified School District (FUSD) - Fiscal Services Dept. houses eight centralized business functions. FUSD utilizes the Standardized Account Code Structure (SACS) system, follows Generally Accepted and Government Accounting Principles as well as the structures and practices outlined in the California School Accounting Manual. The district's 2018-19 Audit by Crowe LLP stated "We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. The Fiscal Department assigns each grant project to a dedicated Fiscal Analyst, this Analyst in collaboration with the District's grant office monitors grant expenditures, monitors fidelity to the approved grant budget, supports compliance reviews and fiscal reporting. FUSD is currently operating a number of Federal and State grants averaging \$24 million per year (partial list) Federal Dept. of Education "Teacher Quality Program – 3 awards"; California Department of Education – ASES, and 21st Century Community Centers; Office of Public School Construction – CTE facility grants.

The District's CCSPP Planning and Development Team elected to have the 2020-2021 fiscal year dedicated to implementation planning, and alignment of school and district resources and partnerships to the FUSD-CCSPP Community School Coalition. No grant funds are requested for Year 1 (2020-2021), the district commits to dedicated staff time for planning purposes totaling \$40,000 in an in-kind match investment to the project. Funding sourced from Title 1, General Fund, and other categorical sources).

Form F: 2021–22 Budget Narrative

Each applicant must submit a **Budget Narrative** for each program year that explains all expenditures under each category within the budget. Applicants must also include in the budget narrative any matching funds (cash or in-kind) for the proposed grant application. Limit two pages.

The grant request budgets for 3 FTE staff members for a total cost of \$127,129 in salary and \$58,044, 2 FTE Child Welfare Attendance Specialist targeting chronic absenteeism, and 1 FTE computer technician to support distance learning by facilitating connectivity.

Additionally, the grant request \$27,000 to fund out of contract stipend for the project leadership team and \$48,216 to fund extended learning and Saturday School/Credit Recovery teachers.

Funded by multiple sources (Title 1, other categorical, LCAP, and General Fund the district provides \$451,330 in Object 1 matching in-kind funds invested for project support, monitoring, progress improvement, and internal evaluation.

And, \$2,000 in grant funds requested to fund the participation via stipend for out of contract work dedicated to the project by a lead classified staff member.

And, \$39,273 in in-kind matching funds via classified staff time to the project of a team of 6 classified staff member dedicated through-out the year.

The combined grant request in salary and stipends resulted in a \$110,209 grant request to cover employee benefits, and the benefit cost value for the district personnel in-kind investment (Certificated and Classified is \$199,027.

A grant request of \$6,754 was made to cover supplies, consumables, and curriculum augmentation, with the currently identified \$4,983 match made by the district to support credit recovery.

A total of \$364,828 is requested to underwrite the services of 4 external partner agencies to provide an array of services providing an organic wrap-around approach in support of our target students (See Form D).

Prodigy Health Inc. will provide in-kind services valued at \$80,000. Further the project is requesting \$12,509 in grant funds to underwrite the cost of inner district travel, travel to training sites, overnight accommodations, and professional development fees/tuition.

The project is requesting \$60,000 to procure an 8 passenger van to support the project goals, increase student attendance, increase Saturday School/Credit Recovery attendance, increase participation in extended learning and enrichment and to provide transportation for parents to program events who are reluctant to utilize public transportation in the evening.

Object Code 7000 – Indirect, calculated at 4.09% resulted in a request of \$29,914 in grant funds, the indirect charge to the value of the district's in-kind match investment came to \$27,932.

Appendix 1



Fresno Unified School District
Att: Superintendent Dr. Robert Nelson
2309 Tulare Street
Fresno, CA. 93721

December 3, 2020

Dear Dr. Nelson,

This serves as a letter of partnership between Education Elements and Fresno Unified School District to provide professional learning, leadership capacity building, and strategy support for educators and leaders at the three Consortium Schools: Cambridge High School, DeWolf High School, and the J.E. Young Academic Center, through the California Community Schools Partnership Program grant.

Over the past 10 years, Education Elements has worked with more than 1,000 schools and 200 school districts, serving 780,000 students nationally to shift systems and classrooms to be more responsive and equitable. This includes a deep partnership with Fresno Unified School District over the past 3 plus years, where we have supported three previous cohorts or "waves" of 35 elementary, middle, and high schools throughout the district. Our work has helped these schools define and design high quality, personalized instructional approaches that meet the needs of all students, while also developing a responsive culture and leadership practices that better prepare schools for unforeseen challenges, like those associated with COVID-19.

Should the grant be funded, Education Elements will support teachers and leaders across the 3 campuses through a series of virtual and in person teacher-facing professional development workshops, leader-facing strategic sessions geared towards scaling and sustaining this work, and responsive support that reflects the emerging needs of the Consortium schools. Our work will take place from July 2021- September 2022 at a total cost of \$60,000.

We encourage your support on behalf of the Consortium Schools and the leaders, educators, and students who would be supported by these valuable services.

If you desire additional information, please contact me at anthony@edelements.com.

Sincerely,

Anthony Kim



Comprehensive Youth Services

Counseling & Supportive Services • Since 1973

December 2, 2020

President
Richard Brown
Community Volunteer

Vice-President
Kevin Torosian, DMD, Esq
Central Unified School District

Secretary
Maisie Young
Central Unified School District

Treasurer
Sheryl Noel
Coleman and Horowitz

Board Members:

Raul Reyna
RRM Reyna, Inc.

Ron Vivian
Fresno City College

Advisory Board Member:

Jan Schmidt
Schmidt Insurance

Executive Director
Becky Kramer, LMFT

Dr. Robert Nelson, Superintendent
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

To Whom It May Concern:

This letter serves as a Letter of Partnership between Comprehensive Youth Services of Fresno, Inc., and Fresno Unified School District to provide mental health services to the children and youth served by the three Alternative Education Schools. CYS has a long history of providing mental health services in the schools of various districts to support and benefit the students and families who attend. In our mutual goals of improving the lives of these at-risk students, we would provide individual and group counseling, case management and linkages to community resources, consultation with school personnel, crisis intervention, outreach and psychoeducation.

Should the grant be funded, CYS would serve students at Cambridge High School, DeWolf High School and the J.E. Young Academic Center. We would agree to provide 3 FTE Master's level therapists who would each work 40 hours per week beginning July 1, 2021 – September 30, 2022. These services would be provided at a total cost of \$488,538.00.

We encourage your support on behalf of our schools and those who would be supported by these valuable programs.

Sincerely,

Becky Kramer, LMFT
Executive Director



Counseling • Student Assistance Program • Neighborhood Resource Centers • Supervised Visits
4545 N. West Avenue, Fresno, CA 93705 • Phone 559-229-3561 • Fax 559-229-3681 • www.cysfresno.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

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 Change Order for the Project Listed Below

ITEM DESCRIPTION: Included in the Board binders is information on a Change Order for the following project:

Bid 20-30, Roosevelt High School Cafeteria Modernization

Change Order 3 includes but may not be limited to: change kitchen sinks to district standard; add rain gutters to north canopy; add structural framing at mechanical units, furred walls, roof beam attachments and fire blocking; perform concrete repairs at window wall; modify t-bar ceiling for ductwork; add floating of gypsum walls; credit for scope of work removed; and increase contract duration 48 calendar days.

Original Contract Amount:	\$ 4,336,394
Change Order(s) previously ratified:	\$ 226,470
Change Order 3 presented for ratification:	\$ 50,153
New Purchase Order Amount:	\$ 4,613,017

FINANCIAL SUMMARY: Sufficient funds in the amount of \$50,153 are available in the Measure X fund for Bid 20-30.

PREPARED BY: Ann Loorz, Business
Operations Manager, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:







CHANGE ORDER

PROJECT NAME:

Cafeteria Modernization at Roosevelt High School
4250 E. Tulare Avenue
Fresno, CA 93702

CHANGE ORDER No. :**003**

DSA File No. :

10-H8

Application No. :

02-117599**CONTRACTOR :**

BMJ Construction Group Inc.
5485 E. Olive Ave.
Fresno, CA 93727

DESIGNER'S PROJECT No. :**1703****FUSD BID/CONTRACT No. :****20-30****CONTRACTOR P.O. No. :****607752**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 4,336,394.00
Net change by previously authorized Change Orders	\$ 226,470.00
The Contract Sum prior to this Change Order was	\$ 4,562,864.00
The Contract Sum will be adjusted by	\$ 50,152.28
The new Contract Sum, including this Change Order will be	\$ 4,613,016.28
The Contract Completion date prior to this Change Order was	13-Nov-20
The Contract Time will be adjusted by	(48) Calendar Days
The new Contract Completion date, including this Change Order is therefore	31-Dec-20

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

TAM+CZ Architects, INC.
5650 N. Fresno St. #110
Fresno, CA 93710

ARCHITECT/ENGINEER:

By: Rod Andreassen

Date: 12/17/2020

Accepted by:

BMJ Construction Group Inc.
5485 E. Olive Avenue
Fresno, CA 93727

CONTRACTOR:

By: Eric Bower

Date: 12/17/2020

Authorized by:

Fresno Unified School District
4600 N. Bravley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 12/21/2020



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-1

DESCRIPTION OF CHANGE:

Construct a drop down soffit above the door in Faculty Dining.

REASON FOR CHANGE:

Soffit required to cover exposed ductwork.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFQ 006

Amount of this Change Order Item:

Increase \$ 2,262.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-2

DESCRIPTION OF CHANGE:

Relocate thermostats in serving area from concrete walls to new framed walls.

REASON FOR CHANGE:

New location allowed removal of exposed conduits.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 837.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-3

DESCRIPTION OF CHANGE:

Provide District Standard sinks at locations shown on floor plans.

REASON FOR CHANGE:

Sinks in kitchen shown on architectural plans not called out in plumbing plans.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 077

Amount of this Change Order Item:

Increase \$ 4,496.00

Time adjustment by this Change Order Item:

Increase 0 Days

*** CONTINUED ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-4

DESCRIPTION OF CHANGE:

Provide an additional raingutters and 4 downspouts on the north side of the building. Includes added structural steel support plates at columns.

REASON FOR CHANGE:

Gutters and downspouts were added to the north side of the building to divert rain off low roofs.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFI 062

Amount of this Change Order Item:
Time adjustment by this Change Order Item:

Increase \$	14,205.00
Increase	0 Days

Item 3-5

DESCRIPTION OF CHANGE:

Change booster water heater for dishwasher from 480 volts to 208 volt unit.

REASON FOR CHANGE:

480 volt service not available in building.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:
Time adjustment by this Change Order Item:

Increase \$	1,593.00
Increase	0 Days

Item 3-6

DESCRIPTION OF CHANGE:

Provide additional LVL structural roof joists under new mechanical units on kitchen roof.

REASON FOR CHANGE:

New mechanical units are slightly heavier than old units and weight of economizers was not factored in the original calculations.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCD 006

Amount of this Change Order Item:
Time adjustment by this Change Order Item:

Increase \$	10,031.00
Increase	0 Days

*** CONTINUED ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-7

DESCRIPTION OF CHANGE:

Fill existing keyways in concrete walls at jambs of new storefront.

REASON FOR CHANGE:

It was discovered after demolition of existing windows, that there were keyways in the existing concrete walls at the window jambs. Filing of keyways required to support new window frames.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 098

Amount of this Change Order Item:

Increase \$ 9,358.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-8

DESCRIPTION OF CHANGE:

Furr wall in new storage room to conceal new conduits.

REASON FOR CHANGE:

Due to existing concrete walls furring was added to conceal conduits in the walls.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ 005

Amount of this Change Order Item:

Increase \$ 2,768.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-9

DESCRIPTION OF CHANGE:

Provide wood-frammed mechanical curbs for new walk-in condensing units. Includes framing, sheet metal and roof patch.

REASON FOR CHANGE:

Condensing unit pads not shown on construction documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 087R

Amount of this Change Order Item:

Increase \$ 9,748.00

Time adjustment by this Change Order Item:

Increase 0 Days

*** CONTINUED ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-10

DESCRIPTION OF CHANGE:

Change can light fixtures in storage room 27 ceiling to surface mounted fixtures.

REASON FOR CHANGE:

Depth of existing rafters are not deep enough for can fixtures.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 079.1

Amount of this Change Order Item:

Increase \$ 1,960.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-11

DESCRIPTION OF CHANGE:

Provide new framing in Cafeteria ceiling where removed for ductwork installation.

REASON FOR CHANGE:

In order to install mechanical ducts in the cafeteria ceiling portions of the existing ceiling needed to be removed.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 11,299.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-12

DESCRIPTION OF CHANGE:

Delete disconnects shown for dishwasher and booster water heater and add circuit breakers in panels instead.

REASON FOR CHANGE:

Disconnect location shown in contract documents not serviceable.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ 009

Amount of this Change Order Item:

Increase \$ 623.00

Time adjustment by this Change Order Item:

Increase 0 Days

*** CONTINUED ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-13

DESCRIPTION OF CHANGE:

Provide flat strap framing anchor to attach new architectural ceiling beams to existing framing adjacent to concrete walls.

REASON FOR CHANGE:

Existing concrete walls prevented access for attachment of new architectural beams.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 097

Amount of this Change Order Item:

Increase \$ 10,483.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-14

DESCRIPTION OF CHANGE:

At various locations throughout the building install additional gyp board or joint compound to uneven walls.

REASON FOR CHANGE:

After demolition it was discovered that there were several locations where the existing walls are uneven and need to be smoothed out.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 16,234.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-15

DESCRIPTION OF CHANGE:

Install fire blocking above existing concrete walls to underside of the existing roof system at kitchen.

REASON FOR CHANGE:

It was discovered that fire blocking above the existing concrete walls was not existing.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 6,388.00

Time adjustment by this Change Order Item:

Increase 0 Days

*** CONTINUED ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-16

DESCRIPTION OF CHANGE:

Provide wall furring at various locations in Serving Area Room 30, Vestibule 20, and Faculty Dining 2.

REASON FOR CHANGE:

Furring needed to be added on existing concrete walls to conceal conduits.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,256.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-17

DESCRIPTION OF CHANGE:

Provide credit for Window blinds.

REASON FOR CHANGE:

Window coverings to be provided by others to match District standards.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Decrease \$ (9,663.00)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 3-18

DESCRIPTION OF CHANGE:

Provide credit for Audio Visual System

REASON FOR CHANGE:

Audio Visual system to be provided by others to match District standards.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Decrease \$ (26,695.72)

Time adjustment by this Change Order Item:

Increase 0 Days

*** CONTINUED ***



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 3-19

DESCRIPTION OF CHANGE:

Provide credit for Acoustical Wall Panels.

REASON FOR CHANGE:

New acoustical wall panel scope to be defined and installed by others.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Decrease \$ (17,030.00)

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 50,152.28

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE DA' 0

*** End of CHANGE ORDER ***

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

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 the Filing of Notices of Completion

ITEM DESCRIPTION: Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications:

Bid 19-51 Sections B and C, Mechanical Improvements for Malloch Elementary School and Tehipite Middle School

For Information Only

Original contract amount: \$1,247,570

Change Order(s) previously ratified: \$ 136,866

Contract amount: \$1,384,436

Bid 20-55, Modular Classroom Infrastructure for Centennial, Eaton and Pyle Elementary Schools

For Information Only

Original contract amount: \$1,083,345

Change Order(s) previously ratified: \$ 50,600

Contract amount: \$1,113,945

Bid 21-02, Brawley Service Center Automotive Lift Installation

For Information Only

Original contract amount: \$ 283,649

Change Order(s) previously ratified: \$ 0

Contract amount: \$ 283,649

FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz, Business
Operations Manager, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

2021-0007312

FRESNO County Recorder
Paul Dietos, CPA

Friday, Jan 15, 2021 01:43:16 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

RECORDING REQUESTED BY AND**WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

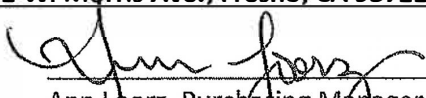
5. A work of improvement on the property hereinafter described was accepted/completed on **October 15, 2020**.
The work done was **Mechanical Improvements for Malloch Elementary School, Section B Bid No. 19-51.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
American Incorporated **1345 N. American Street, Visalia, CA 93291** **June 13, 2019**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Malloch Elementary School **2251 W. Morris Ave., Fresno, CA 93711** **DSA No.: n/a**

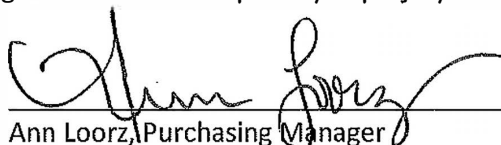
Date: **January 14, 2021**


Ann Looz, Purchasing Manager
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **January 14, 2021** at **Fresno**,


Ann Looz, Purchasing Manager
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

2021-0002874

FRESNO County Recorder
Paul Dictos, CPA

Friday, Jan 08, 2021 08:57:54 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")
5. A work of improvement on the property hereinafter described was accepted/completed on **November 4, 2020**.
The work done was **Mechanical Improvements for Tehipite Middle School, Section C Bid No. 19-51.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
American Incorporated **1345 N. American Street, Visalia, CA 93291** **June 13, 2019**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:
Tehipite Middle School **630 N. Augusta Street, Fresno, CA 93701** **DSA No.: n/a**

Date: **January 7, 2021**



Edward Collins, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **January 7, 2021** at **Fresno**,



Edward Collins, Executive Director of Purchasing
Fresno Unified School District

2020-0183089

FRESNO County Recorder
Paul Dictos, CPA

Friday, Dec 18, 2020 08:00:00 AM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **December 2, 2020**. The work done was **Modular Classroom Infrastructure for Centennial, Eaton and Pyle Elementary Schools,** **Bid No. 20-55.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
BVI Construction, Inc. **5750 E. Shields Ave. #101, Fresno, CA 93727** **June 11, 2020**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

<u>Centennial Elementary School</u>	<u>3830 E. Saginaw Way, Fresno, CA 93726</u>	<u>DSA No.: 02-118309</u>
<u>Eaton Elementary School</u>	<u>1451 E. Sierra Ave., Fresno, CA 93710</u>	<u>DSA No.: 02-118282</u>
<u>Pyle Elementary School</u>	<u>4140 N. Augusta Ave., Fresno, CA 93726</u>	<u>DSA No.: 02-118283</u>

Date: **December 16, 2020**

Edward Collins

Edward Collins, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the **Executive Director of Purchasing** the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **December 16, 2020** at **Fresno**,

Edward Collins

Edward Collins, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California
Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

2021-0000735

FRESNO County Recorder
Paul Dictos, CPA

Monday, Jan 04, 2021 03:38:04 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **December 20, 2020**. The work done was **Brawley Service Center Automotive Lift Replacement, Bid No. 21-02.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.
6. The Name of the contractor, if any, for such work of improvement was:
Makai Solutions **1653 W. El Segundo Blvd., Gardena, CA 90249** **August 13, 2020**
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

Brawley Service Center **4600 N. Brawley Ave., Fresno, CA 93722** **DSA No.: n/a**

Date: **December 28, 2020**

Edward Collins

Edward Collins, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **December 28, 2020** at **Fresno**,

Edward Collins

Edward Collins, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM B-15

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Discuss Student Voice Collaborative for the 2020/21 School Year

ITEM DESCRIPTION: Included in the Board binders you will find the Superintendent and Board Student Advisory Council will provide an update regarding their progress as well as some challenges for the 2020/21 school year pertaining to the various student groups within the Student Voice Collaborative. In addition, a summary of the meeting held on February 10, 2021 with Superintendent Dr. Robert G. Nelson will be provided.

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

PREPARED BY: Edgar Pelayo, Teresa Zamora,
and Lisa Nichols

DIVISION: Equity and Access
PHONE NUMBER: (559) 457-3750

CABINET APPROVAL: Lindsay Sanders,
Chief of Equity and Access

SUPERINTENDENT APPROVAL:

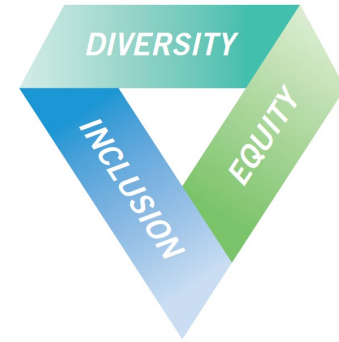




STUDENT VOICE COLLABORATIVE

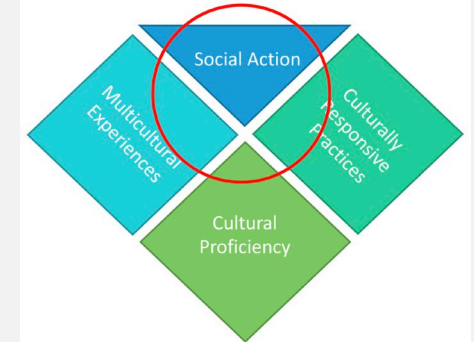
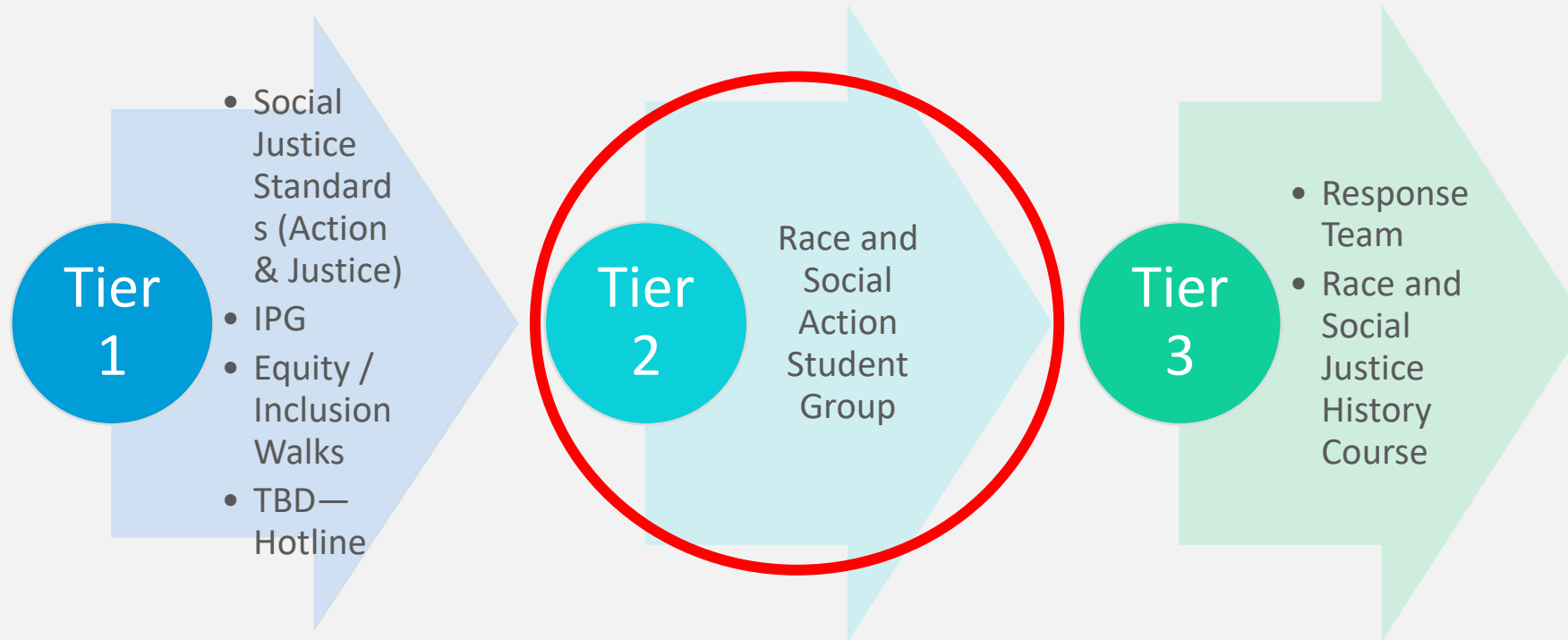
Board Presentation 2.17.2021

www.fresnou.us/DEI



DEI SOCIAL ACTION

Objective: To collaboratively provide FUSD schools and departments with the avenues and tools to combine their cultural proficiency learning, multicultural experiences, and culturally responsive practices to systematically decrease disproportionality and increase equitable and inclusive outcomes.

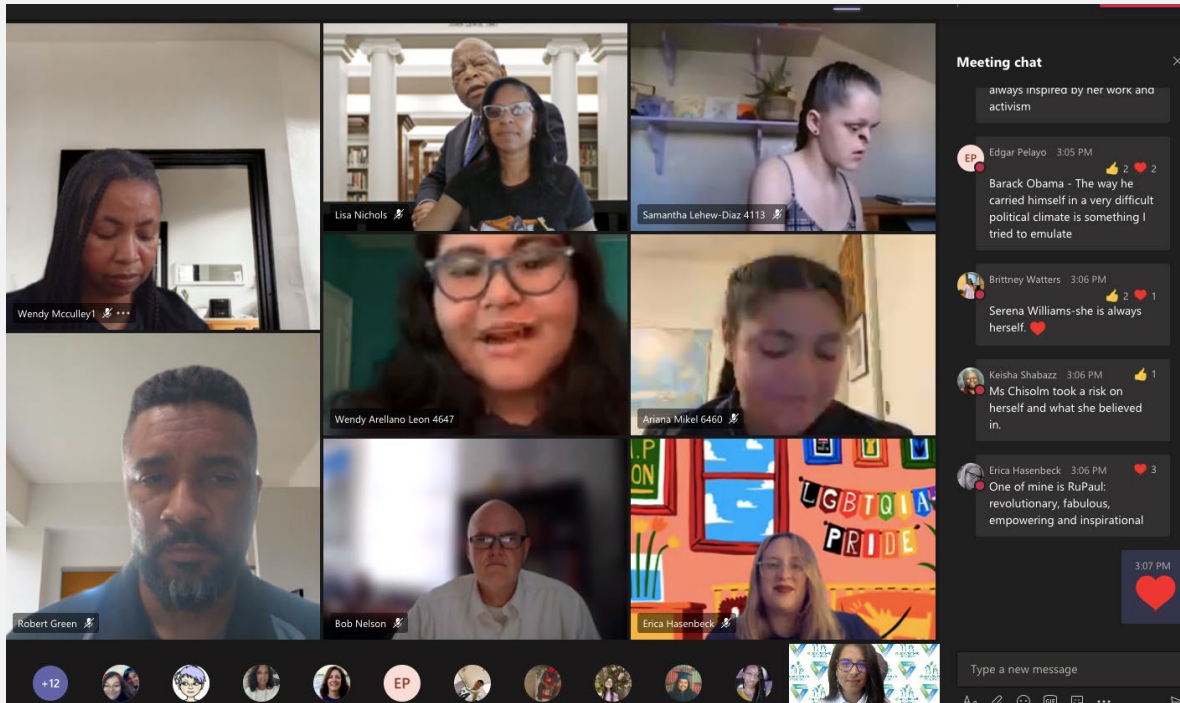


SUPERINTENDENT DR. BOB NELSON'S MEETING SUMMARY



Key Topics:

- Multicultural Learning #BSU365 #ML365
- Mental Health Supports for Students
- Student Messaging on Covid19 Tiers
- Superintendent & Student Collaboration on Addressing Key Messages to Students



STUDENT VOICE COLLABORATIVE GROUPS



- ❖ Black Student Union (BSU)
- ❖ Global Student League (GSL)
- ❖ Special Education Advisory Committee (SEAC)
- ❖ Race & Social Action Advisory Council (RSAAC)
- ❖ Communications Student Advisory (CSA)
- ❖ African American Academic Acceleration (A4)

QUESTIONS



Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM B-16

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss the 2021/22 Strategic Budget Development

ITEM DESCRIPTION: At the January 20, 2021 and February 03, 2021 Board of Education meetings, the 2021/22 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On February 17, 2021, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2021/22 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 2021/22 budget planning:
 - Administrative Services
 - Human Resources
 - Communications
 - Parent University

FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom
Executive Director



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

CABINET APPROVAL: Santino Danisi
Interim Chief Financial Officer



SUPERINTENDENT APPROVAL:



Agenda Item B-16



2021/22 Strategic Budget Development Phase II – Preliminary Recommendations

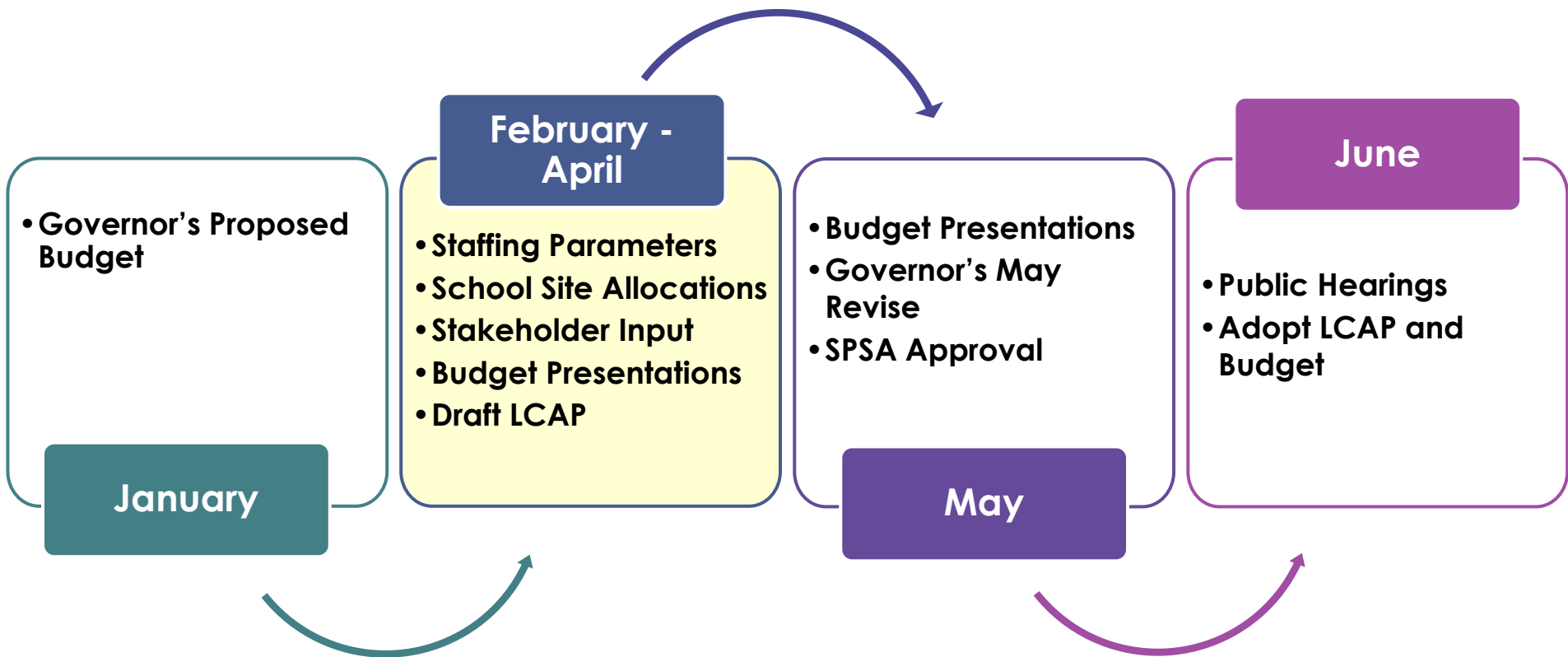
Board of Education
February 17, 2021



Outline

- 2021/22 Strategic Budget Development
- Budget Development Timeline and Updates
- Budget Recommendations – Phase II
 - ▣ Administrative Services
 - ▣ Legal Services
 - ▣ Benefits and Risk Management
 - ▣ Human Resources
 - ▣ Communications
 - ▣ Parent University
- Upcoming discussions

Strategic Budget Development Process





Budget Development Updates

2021/22 Governor's Proposed Budget

- ❑ Special Education Early Intervention Preschool Grants – \$2.5 million
- ❑ Community School Partnership Program – competitive grants (one-time)
- ❑ Children's Mental Health Services – competitive grants (ongoing)

Federal Stimulus (one-time resources)

- ❑ \$43.4 million – September 2022
- ❑ \$173.2 million – September 2023

Key aspects of one-time resource planning:

- ❑ Commitment to guiding principles
 - ❑ Expanding learning opportunities
 - ❑ Response to impacts of the pandemic
- ❑ Multi-year scenario planning/one-time resources
- ❑ Evaluating options for sustainability

Strategic planning of one-time resources

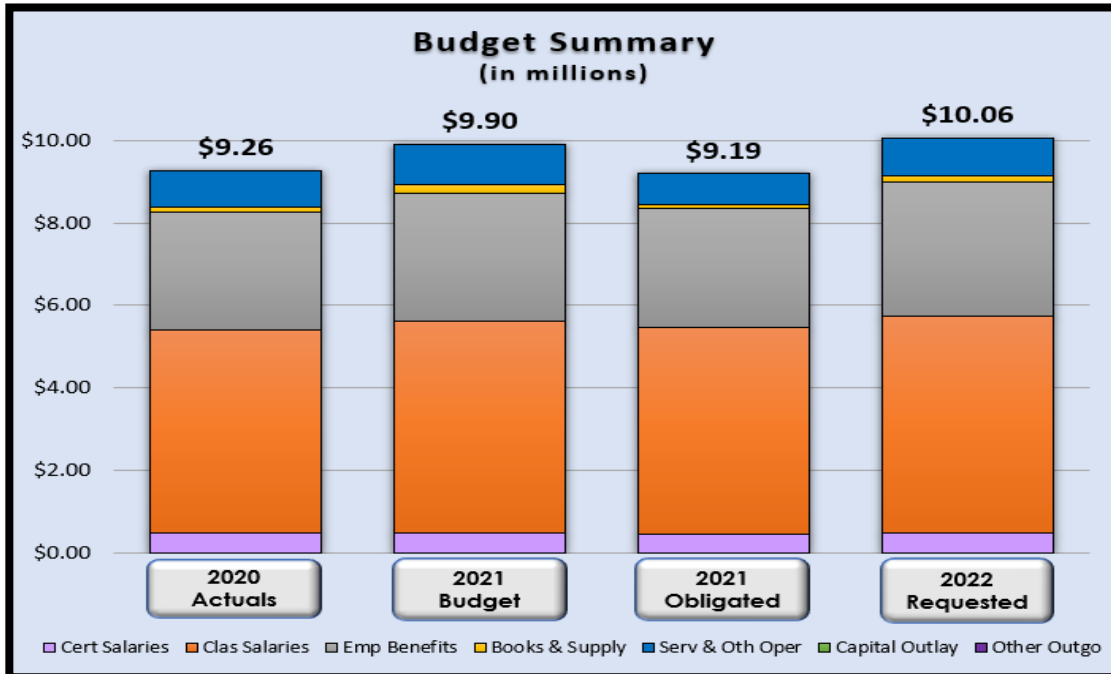


- Leverage opportunities to increase instructional access and interventions (including social emotional)
- Reimagining facility/technology use
- Redefining health and safety expectations



Administrative Services: Fiscal, Payroll, Office of State and Federal

Not including Legal Services and Benefits and Risk Management



2021/22 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

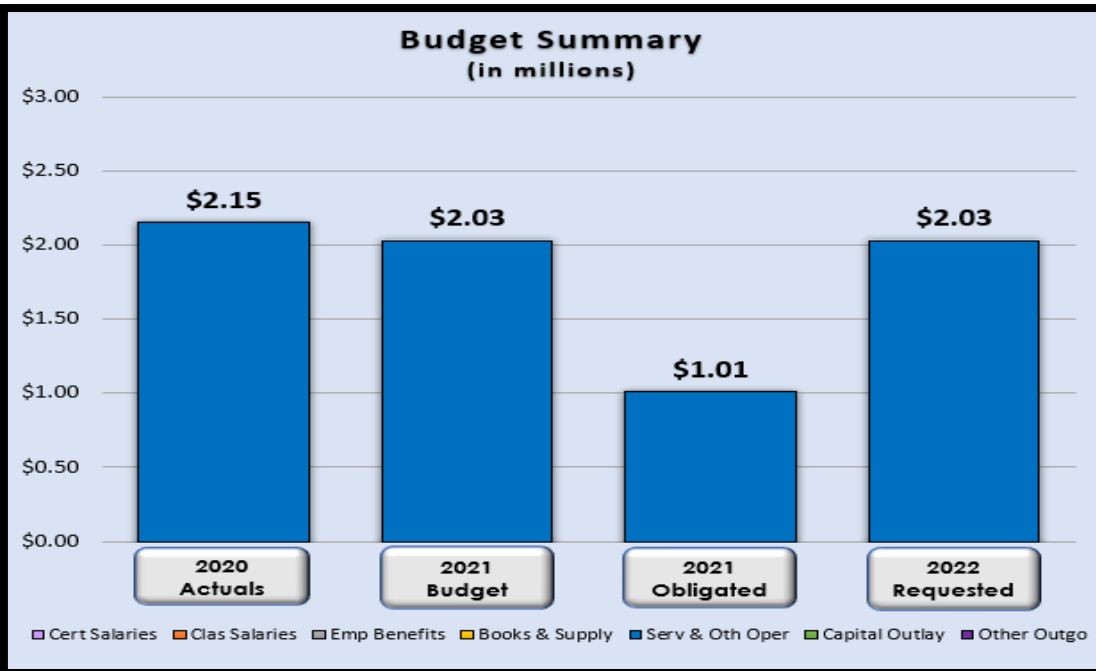
FTE SUMMARY					
Job Class	2021 Budgeted	2021 Filled	2021 Vacant	2022 Requested	2022 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	41.54	40.65	0.89	41.54	0.00
Management	28.00	28.00	0.00	28.00	0.00
Total FTE	69.54	68.65	0.89	69.54	0.00

LCAP Action Items:

None



Legal Services



2021/22 Budget Notes:

- No change from current year

FTE SUMMARY

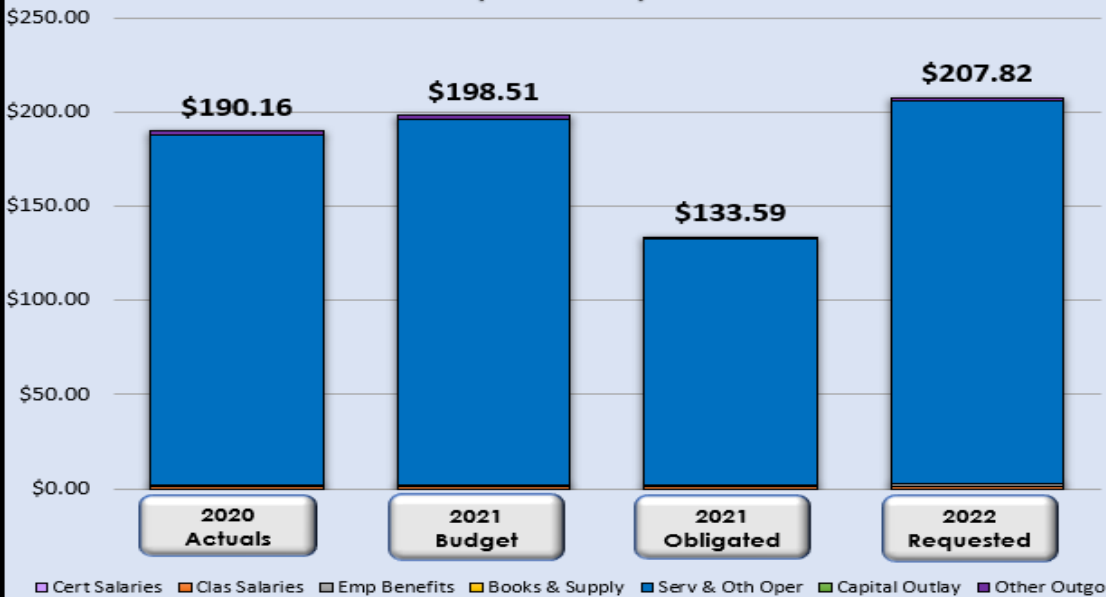
Job Class	2021 Budgeted	2021 Filled	2021 Vacant	2022 Requested	2022 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	0.00	0.00	0.00	0.00	0.00
Management	0.00	0.00	0.00	0.00	0.00
Total FTE	0.00	0.00	0.00	0.00	0.00

LCAP Action Items:

None

Benefits and Risk Management

Budget Summary
(in millions)



2021/22 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- District's contribution to health and welfare plan increase:
 - \$669 per active participant to \$20,017
 - Total increase \$4.3 million
- District contribution for liability increase rate to 1.15%, previously 0.93%

FTE SUMMARY

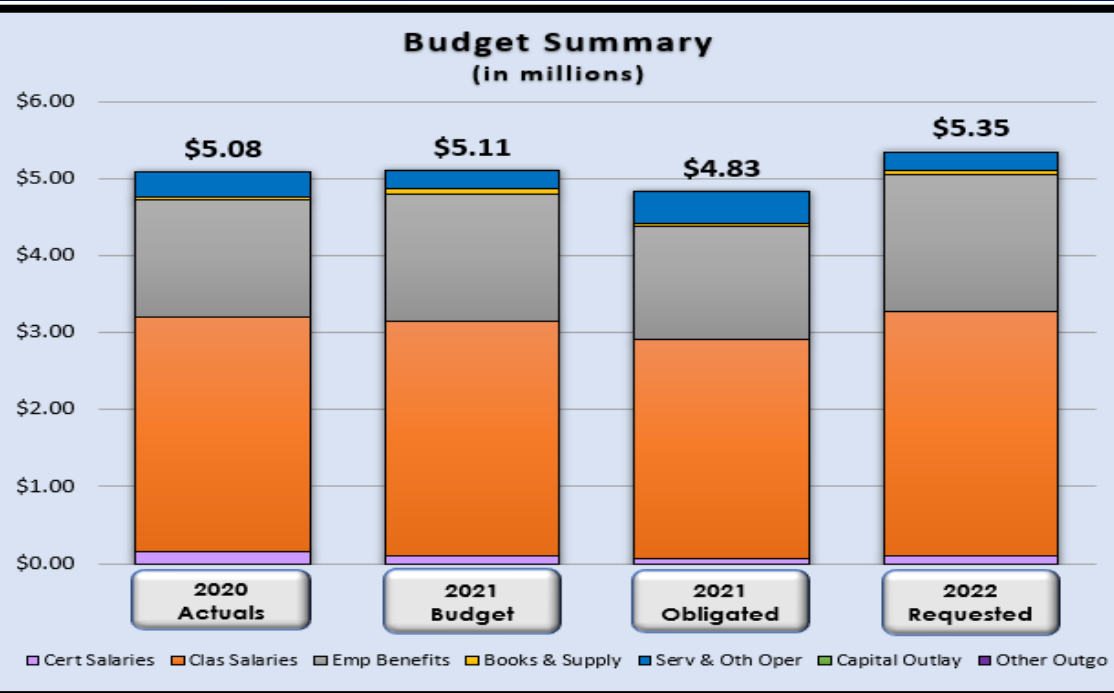
Job Class	2021 Budgeted	2021 Filled	2021 Vacant	2022 Requested	2022 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	13.00	11.00	2.00	13.00	0.00
Management	9.00	8.00	1.00	9.00	0.00
Total FTE	22.00	19.00	3.00	22.00	0.00

LCAP Action Items:

None



Human Resources



2021/22 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

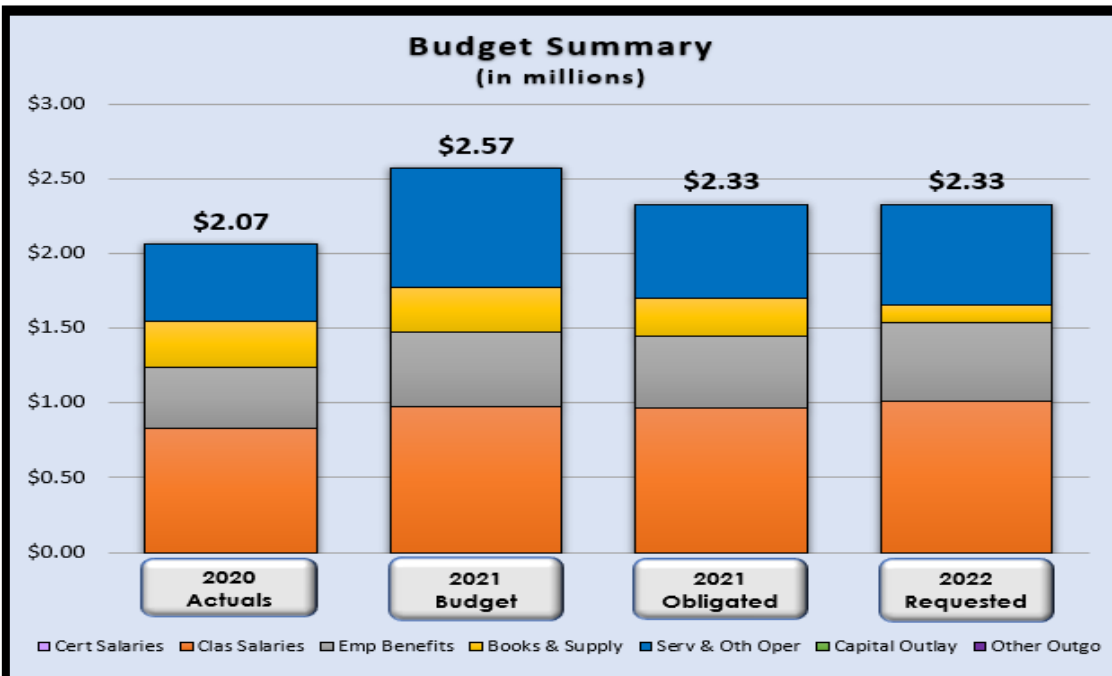
FTE SUMMARY

Job Class	2021 Budgeted	2021 Filled	2021 Vacant	2022 Requested	2022 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	28.00	22.00	6.00	28.00	0.00
Management	12.00	12.00	0.00	12.00	0.00
Total FTE	40.00	34.00	6.00	40.00	0.00

LCAP Action Items:

None

Communications



2021/22 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.

FTE SUMMARY

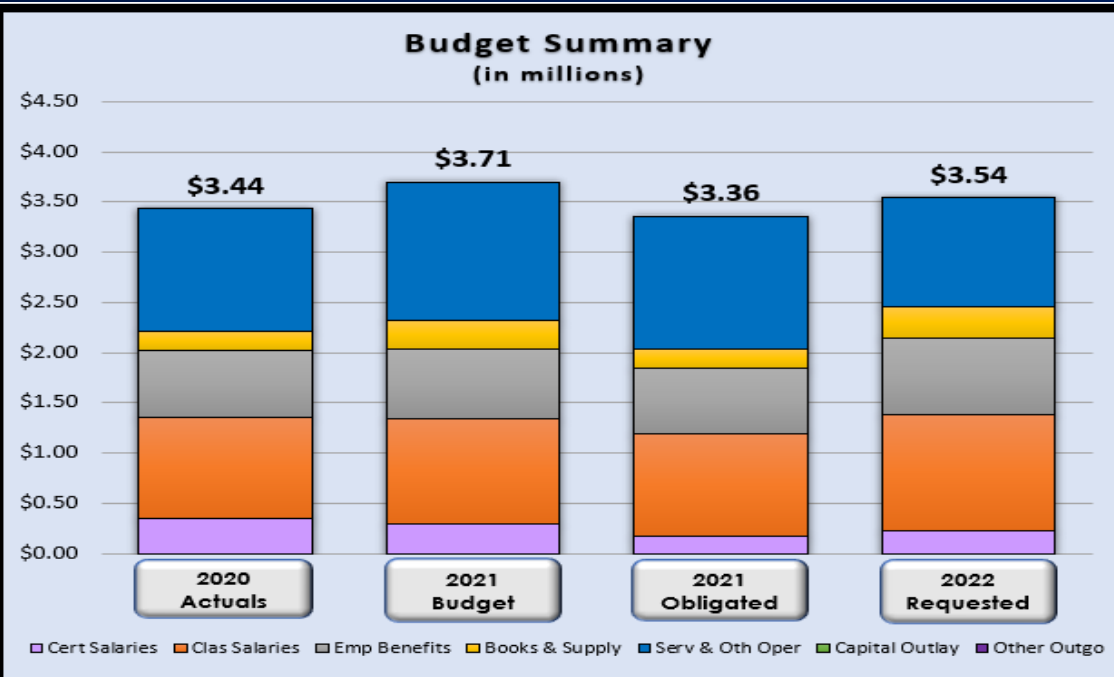
Job Class	2021 Budgeted	2021 Filled	2021 Vacant	2022 Requested	2022 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	6.00	6.00	0.00	6.00	0.00
Management	4.00	4.00	0.00	4.00	0.00
Total FTE	10.00	10.00	0.00	10.00	0.00

LCAP Action Items:

47

Expand Student, Parent and Community Communication

\$0.2M



2021/22 Budget Notes:

- Net increase includes: salary increase, statutory, health and welfare benefits, etc.
- Shift Fresno County Economic Opportunities Commission contract to DPI (\$380,000)
- Augmentation Request: \$60,000 one-time Pilot and Support African American Families during Distance Learning

FTE SUMMARY

Job Class	2021 Budgeted	2021 Filled	2021 Vacant	2022 Requested	2022 Change
Certificated	0.00	0.00	0.00	0.00	0.00
Classified	12.44	11.00	1.44	12.44	0.00
Management	5.00	5.00	0.00	5.00	0.00
Total FTE	17.44	16.00	1.44	17.44	0.00

LCAP Action Items:

46

Parent Engagement Investments

\$2.3M

12 Budget Recommendations – Phase II

- Change in level of support

Department	One-Time	Ongoing	FTE
Administrative Services	--	--	--
Human Resources	--	--	--
Communications	--	--	--
Parent University	\$60,000	--	--
Total	\$60,000	--	--

Upcoming Budget Discussions

- Board Presentations – LCAP and Budget
 - ▣ March through May
- Governor's May Revise
 - ▣ May 2021
- Public Hearings and Adoption of LCAP and Budget
 - ▣ June 2021

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM C-17

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Constituent Services Quarterly Reporting

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of November 01, 2020 through January 31, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from November 01, 2020 through January 31, 2021 in accordance with Education Code § 35186.

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

PREPARED BY: Teresa Plascencia,
Executive Director

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

CABINET APPROVAL: David Chavez
Chief of Staff

SUPERINTENDENT APPROVAL:



BOARD OF EDUCATION

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Carol Mills, J.D.
Major Terry Slatik USMC (Retired)

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Constituent Services Quarterly Report

For the Period Between November 1, 2020 and January 31, 2021

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	3	1	1	3.3
Uniform Complaint Procedures (UCP)	0	0	0	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	626	14	9	1.3
Other Complaints	16	2	1	2.7
Public Records Act Request	15	1	6	3.5
TOTAL	660	18	16	2.7

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

District: Fresno Unified School District

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

Quarterly Report Submission Date: ☐ April 2020
(check one) ☐ July 2020
☐ October 2020
☒ January 2021

Date for information to be reported publicly at governing board meeting: February 17, 2021

Please check the box that applies:

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

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

Robert G. Nelson, Ed.D.
Print Name of District Superintendent

Signature of District Superintendent Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: February 17, 2021

AGENDA ITEM C-18

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive Fresno Unified School District's Second Quarterly Investment Report for Fiscal Year 2020/21

ITEM DESCRIPTION: Included below is the second quarterly investment report for the period ending December 31, 2020. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of December 31, 2020, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	\$ 543,778,413
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Investment with Trustees	\$ 364,603,724*
--------------------------	-----------------

*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies that the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

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

PREPARED BY: Kim Kelstrom
Executive Officer



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

CABINET APPROVAL: Santino Danisi
Interim Chief Financial Officer

SUPERINTENDENT APPROVAL:

