



**AMENDED AGENDA**  
**May 14, 2021**  
**Noted on Pages 2, 4 and 5**

BOARD OF EDUCATION  
REGULAR MEETING  
1100 E. CHURCH  
GASTON CAFETERIA  
FRESNO, CA 93706  
[www.fresnounified.org/board](http://www.fresnounified.org/board)

**AGENDA**  
**WEDNESDAY, MAY 19, 2021**  
**\*4:30 P.M. (CLOSED SESSION) \*5:30 P.M. (OPEN SESSION)**  
**RUTHERFORD B. GASTON MIDDLE SCHOOL CAFETERIA**

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

\*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES

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

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

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before the Board president announces the specific agenda item. Additionally, any member of the public may address the board by submitting an email to [publiccomment@fresnounified.org](mailto:publiccomment@fresnounified.org). 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 received by no later than 8:00 p.m. on May 18, 2021 will be included for the Board's information and/or discussion and will be posted on [www.fresnounified.org/board](http://www.fresnounified.org/board) prior to the Board meeting and remain on the webpage for one (1) week. 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. Consistent with Board Bylaw 9324, "the minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address."

Public materials are available for public inspection at our website at: [www.fresnounified.org/board](http://www.fresnounified.org/board)

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

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

**CALL** Meeting to Order

**OPPORTUNITY** for Public Comment on Closed Session Agenda Items

**RECESS** for Closed Session to discuss the following:

1. Student Expulsions pursuant to Education Code Section 35146.
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.
  - a. Agency Designated Representative: Board President/Board Clerk  
Unrepresented Employee: Superintendent
  - b. Agency Designated Representative: Superintendent  
Unrepresented Employees:  
Deputy Superintendent  
Chief Financial Officer  
Chief Academic Officer  
Chief Human Resources/Labor Relations
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
  - a. Principal
  - b. Executive Officer
5. Conference with Legal Counsel Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
  - a. Potential Case: One (1)
  - b. Lonzella Mason v. Fresno Unified Workers' Compensation  
Fresno Unified Case No. 2012-0291 & 2008-0993

**\*5:30 P.M., RECONVENE** and report action taken during Closed Session, if any.

### **PLEDGE OF ALLEGIANCE**

A staff member will lead the flag salute.

### **RECOGNIZE Student Board Members**

An opportunity is provided for Members of the Board to recognize the 2020/21 Student Board Members Joshua Camarillo, Richard Romero, Elyette Morales, and Ishan Singh. Contact person: Kim Mecum, telephone 457-3731.

### **HEAR Reports from Student Advisory Representatives**

An opportunity is provided to hear comments/reports from Student Advisory Representatives from McLane High School. Contact person: Kim Mecum, telephone 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-2, ADOPT Findings of Fact and Recommendations of District Administrative Board**

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the May 05, 2021 Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

### **A-3, APPROVE Minutes from Prior Meeting**

Included in the Board binders are the draft minutes for the April 21, 2021 Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Robert G. Nelson, telephone 457-3884.

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

Included in the Board binders are Resolutions 20-25 through 20-49 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District. These resolutions will be effective for the period beginning May 19, 2021, until revoked or superseded. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

### **A-5, ADOPT Resolution 20-23, Requesting an Exemption from the Education Code Definition of “School Building” for an Academic Center for Suspended Students through the African American Academic Acceleration Program**

Included in the Board binders and recommended for adoption is Resolution 20-23, and State Allocation Board Exemption Request form, to request an exemption from the definition of a “school building” for the Saint Rest Baptist Church buildings located at 1550 E. Rev. Chester Riggins Avenue in Fresno. The exemption request is to utilize the buildings for an Academic Center for

## **A. CONSENT AGENDA – continued**

Suspended Students by the African American Academic Acceleration Program for a two-year period beginning August 16, 2021. This will be the second Academic Center for Suspended Students. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Karin Temple, telephone 457-3134.

### **A-6, APPROVE Budget Revision No. 5 for Fiscal Year 2020/21**

Included in the Board binders is Budget Revision No. 5 for fiscal year 2020/21. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 5 includes a one-time cost associated with changing the Fresno High mascot image. . The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$456,000 are available in the Unrestricted General Fund. As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$106.30 million at June 30, 2021. Contact person: Santino Danisi, telephone 457-6226.

### **A-7, APPROVE Employment Agreement for Mao Misty Her, Deputy Superintendent**

An Oral Report on Deputy Superintendent's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is the Deputy Superintendent's Employment Agreement. The term of the Deputy Superintendent's Employment Agreement begins on March 11, 2021 and continues through June 30, 2024 unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be noted in the terms of the Deputy Superintendent's Employment Agreement, which shall be available for review in the Board of Education Office on or before May 14 17, 2021. The Superintendent recommends approval. Fiscal impact: Noted in the terms of the Deputy Superintendent's Employment Agreement. Contact person: David Chavez, Telephone 457-3566.

### **A-8, APPROVE Employment Agreement for Santino Danisi, Chief Financial Officer**

An Oral Report on the Chief Financial Officer's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(b)(3). Also included for the Board's consideration and approval is the Chief Financial Officer's Employment Agreement. The term of the Chief Financial Officer's Employment Agreement begins on April 8, 2021 and continues through June 30, 2024 unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be noted in the terms of the Chief Financial Officer's Employment Agreement, which shall be available for review in the Board of Education Office on or before May 14 17, 2021. The Superintendent recommends approval. Fiscal impact: Noted in the terms of the Chief Financial Officer's Employment Agreement. Contact person: David Chavez, Telephone 457-3566.

## **A. CONSENT AGENDA – continued**

### **A-9, APPROVE Amendment No. 2 to Superintendent Robert G. Nelson's Employment Agreement**

An Oral Report on Superintendent's salary and benefits is included for the Board President to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is Amendment No. 2 to the Superintendent's Employment Agreement which extends the term of the Superintendent's employment to June 30, 2024. and makes other changes to be effective commencing July 01, 2021. Costs will be noted in the terms of Amendment No. 2 to the Superintendent's Employment Agreement, which shall be available for review in the Board of Education Office on or before May 14, 2021. The Board President recommends approval. Fiscal impact: Noted in the terms of Amendment No. 2 to the Superintendent's Employment Agreement. Contact person: David Chavez, Telephone 457-3566.

### **A-10, APPROVE Positions and Adopt New and Revised Job Descriptions for Fresno Teachers Association - Trades and International Association of Machinists and Aerospace Workers Crafts, and the Revised Fresno Teacher Association - Trades Hourly Salary Schedule for the Positions Listed Below**

Approval is requested for revised and new job descriptions for Fresno Teachers Association (FTA) -Trades and for International Association of Machinists and Aerospace Workers (IAMAW) Crafts, and the revised FTA – Trades Hourly Salary Schedule in accordance with collaborative discussions. The reason for bringing the revised current FTA-Trades Hourly Salary Schedule for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. The salary schedule identifies the job description and position title for every employee position, the pay rate for each identified position and indicates the time base. These positions are designated Classified, non-exempt. Agenda item backup materials are available for review in the Board Office. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact at this time. Contact person: Paul Idsvoog, telephone 457-3548.

### **A-11, APPROVE Positions and ADOPT New and Revised Job Descriptions and Revised Management Salary Schedules**

Approval is requested for the job descriptions and revised management salary schedule for the positions of Prevention and Intervention Executive; Student Wellness Program Manager; Design Lead; Accounting Supervisor; Budget Analyst II; Budget Analyst I; Payroll Supervisor; Employee Service Center Supervisor, and Revised Supervisory Salary Schedule. Agenda item backup materials are available for review in the Board Office. The Superintendent recommends approval and adoption. Fiscal impact: Sufficient funds are available at this time. Contact person: Paul Idsvoog, telephone 457-3548.

## **A. CONSENT AGENDA – continued**

### **A-12, APPROVE Agreement with Fresno Chaffee Zoo**

Fresno Unified School District will be partnering with Fresno Chaffee Zoo to provide summer enrichment opportunities to approximately 400 students. The Fresno Chaffee Zoo is expected to serve a maximum of 80 students per week. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$29,484 are available in the In-Person Instruction Grant. Contact person: Kim Mecum, telephone 457-3731.

### **A-13, APPROVE Agreement with SMALLIFY**

The SMALLIFY enrichment contract will provide online, summer learning opportunities with networking and design thinking specialists. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$25,000 are available in the K16 Collaborative Grant budget. Contact person: Kim Mecum, telephone 457-3731.

### **A-14, APPROVE Agreement with Growthpoint Technologies**

Growthpoint Technologies will provide summer enrichment learning opportunities for Fresno Unified School District students incorporating team-based activities varying from fundamental concepts in technology, engineering, math, science, and art. At least 550 students will be served during the summer between June 14 through June 30, 2021. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$150,150 are available in the In-Person Instruction Grant. Contact person: Kim Mecum, telephone 457-3731.

### **A-15, APPROVE Agreement with New Vision Aviation, Inc.**

The New Vision Aviation, Inc. enrichment agreement will provide summer learning opportunities with aviation specialists. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$38,500 are available in the K16 Collaborative Grant budget. Contact person: Kim Mecum, telephone 457-3731.

### **A-16, APPROVE Addendum to Agreement with Wilderness Outdoor Leadership Foundation**

Due to the incredible response to the Wilderness Outdoor Leadership Foundation (WOLF) opportunity, Goal 2 is requesting to increase the established agreement amount by \$30,000. This increase will cover additional school sites who requested the camp experience. The WOLF virtual camp experience provides sixth grade students with an opportunity to experience a virtual day-at-camp complete with direct instruction as well as synchronous hands-on activities. The Superintendent recommends approval. Fiscal impact: Sufficient funds of \$30,000 are available in the Goal 2 budget. Contact person: Kim Mecum, telephone 457-3731.

### **A-17, APPROVE Agreement with Leadership Associates**

Included in the Board binders is an agreement with Leadership Associates to conduct an executive search for the vacant position of Assistant Superintendent of

## **A. CONSENT AGENDA – continued**

Special Education. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$22,000 are available in the Human Resources budget. Contact person: Paul Idsvoog, telephone 457-3548.

### **A-18, APPROVE Addendum to Agreement with Microsoft Premier**

Included in the Board packets is the agreement with Microsoft Premier to provide additional consulting hours to complete the upgrade of our System Center Configuration Manager (SCCM) tool that automates imaging of our 70,000 student laptops. The current annual contract provides \$89,218 for proactive consulting services and reactive support services. The \$12,565 purchases additional consulting hours. The Superintendent recommends approval. Fiscal impact: The cost for the additional consulting services is \$12,565 and will be used before June 30, 2021. Sufficient funds are available in the Information Technology budget. Contact person: Tami Lundberg, telephone 457-3560.

### **A-19, APPROVE Revised Addendum to the Center for Advanced Research and Technology Operating Agreement**

Included in the Board binders is an Addendum to the Operating Agreement between Fresno Unified School District, Clovis Unified School District, and the Center for Advanced Research and Technology (CART) for the CART Technology Refresh Project. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$144,000 have been contributed from Fresno Unified for the current fiscal year. Contact person: Santino Danisi, telephone 457-6226.

### **A-20, APPROVE Amendment 02 to Contract CCTR-0036 for General Child Care and Development Program 2020-2021 from the California Department of Education**

Approval is requested for Amendment 02 to contract CCTR-0036 for General Child Care and Development Program 2020/21 from the California Department of Education. Amendment 02 change the Maximum Reimbursable Amount from \$1,456,271 to \$1,989,811 and changes the minimum Child Days of Enrollment from 29,396 to 40,166. The Superintendent recommends approval. Fiscal impact: The Early Learning Department will receive additional funds in the amount of \$533,540. Contact person: Lindsay Sanders, telephone 457-3750.

### **A-21, APPROVE Award of Bid 21-40, Hoover High School Event Center HVAC and Roof Replacement**

Included in the Board binders is information on Bid 21-40, to replace the existing heating and evaporative cooling systems in the Event Center at Hoover High School with heating and refrigerated air conditioning (HVAC) to provide a more comfortable environment and increase energy efficiency. The project also includes replacing the existing HVAC units on the Event Center Concourse and replacing the Concourse roof due to age and poor condition. Staff recommends award to the

## **A. CONSENT AGENDA – continued**

lowest responsive, responsible bidder: New England Sheet Metal and Mechanical Co. (Fresno, California) \$1,163,970. The Superintendent recommends approval. Fiscal impact: Sufficient funding in the amount of \$1,163,970 is available in the Measure X Fund. Contact person: Karin Temple, telephone 457-3134.

### **A-22, APPROVE Members to the Special Education Community Advisory Committee**

Included in the Board binders is a recommended slate of proposed members for the Special Education Community Advisory Committee (CAC). In accordance with Section 3.4 of the CAC bylaws, Article III: Composition of the CAC - All participants who wish to become a voting member must submit a membership application to the CAC Secretary. The Secretary forwards the applications to the Assistant Superintendent and the Executive Director of Special Education as a proposed slate to the Board of Education for approval. The Board shall review the applications and approve the recommended slate of proposed members at a regularly scheduled public board meeting. The slate lists 35 proposed CAC members. 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-23, RATIFY Agreement with Kroll Information Assurance, LLC**

Included in the Board binders is an agreement with Kroll Information Assurance, LLC, to provide credit and identity fraud monitoring and restoration services for affected employees, former employees and retirees. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the estimated amount of \$100,000 are available in the Liability Internal Service Fund. Contact person: Santino Danisi, telephone 457-6226.

### **A-24, RATIFY Addendum to Agreement with Supplemental Health Care**

Included in the Board binders is an addendum to the agreement with Supplemental Health Care in the amount of \$603,240. Supplemental Health Care currently has an approved Independent Contractor Services Agreement with Fresno Unified School District in the amount of \$402,000 executed on June 17, 2020. This addendum will provide an additional 15 Licensed Vocational Nurses to support our COVID-19 Action Team and contact tracing process. This addendum commenced March 25, 2021 and ends June 30, 2021. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$603,240 are available in the Health Services budget. Contact person: Kim Mecum, telephone 457-3731.

### **A-25, RATIFY Grant Application to Albertsons Companies Foundation for Nutrition Services Equipment**

Ratification is requested for a grant application to the Albertsons Companies Foundation, which funds organizations that serve areas served by their stores. Fresno Unified applied to the Nourishing Neighbors Summer Meals Program,



## **A. CONSENT AGENDA – continued**

requesting up to \$100,000 to support the district's summer meals program serving children 1-18. The district's grant application proposes procurement of stationary milk coolers and mobile beverage coolers to support meal distribution at summer school and community meal sites. The Superintendent recommends ratification. Fiscal impact: Funding of up to \$100,000 may be awarded, with no district match required. Contact person: Karin Temple, telephone 457-3134.

### **A-26, RATIFY Change Orders for the Project Listed Below**

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

- Bid 20-36 Section B, Sunnyside High School Shade Structure and Site Improvements  
Change Order 1 and 2 presented for ratification \$3,755

The Superintendent recommends ratification. Fiscal impact: Sufficient funding in the amount of \$3,755 is available in the General Fund for Bid 20-36. Contact person: Karin Temple, telephone 457-3134.

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

## **UNSCHEDULED ORAL COMMUNICATIONS**

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item that is listed on the agenda, you should do so when that specific item is called or by submitting an email to [publiccomment@fresnounified.org](mailto:publiccomment@fresnounified.org). 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 received by no later than 8:00 p.m. on May 18, 2021 will be included for the Board's information and/or discussion and will be posted on [www.fresnounified.org/board](http://www.fresnounified.org/board) prior to the board meeting and remain on the webpage for one (1) week.

While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda. Any individual who has not had an opportunity to address the Board during this initial thirty (30) minute period may do so at the end of the meeting after the Board has addressed all remaining items on this agenda. Without taking action and only as expressly permitted by Board Bylaw 9323, Board members may ask questions, make brief announcements, or provide a brief response to statements presented by the public about topics raised in unscheduled oral communications. Board members must be recognized by the President in order to speak and will generally be limited to no more than one (1) minute each for this purpose. The Board President shall have the discretion to further limit Board members' opportunity to speak on topics raised in unscheduled oral communications to ensure the orderly and efficient conduct of district business.

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

## **B. CONFERENCE/DISCUSSION AGENDA**

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

### **B-27, DISCUSS and DECIDE in the Naming of Facility at 10<sup>th</sup> Street and Ventura Avenue**

Board leadership requested community input in naming the district's new facility, yet to be built at 10th and Ventura. In accordance with AR 7310, the Office of Communications sought community input around the renaming of the facility at 10th and Ventura through an online survey. The survey was available on the district's website from April 7- May 7, 2021. 1,672 suggestions were submitted honoring 149 individuals or geographical locations. In accordance with Board Policy, the Governing Board shall name school and individual facilities. The Board has a complete list of nominees for their consideration and approval. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Lindsay Sanders, telephone 457-3471.

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

### **B-28, ADOPT Resolution 20-12, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2016 (Measure X), Series D, in the Aggregate Principal Amount of Not to Exceed \$45,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith**

Resolution 20-12, included in the Board binders, provides for the issuance and sale of Measure X General Obligation Bonds, Series D, in the aggregate principal amount of not to exceed \$45,000,000, and authorizes execution and delivery of related documents and actions. The bonds will be issued under Bond Law to provide funds for school facility improvements for which they are authorized under Measure X. This is the final Measure X issuance and will provide funding for projects prioritized by the Board (information in Board binders). The Superintendent recommends adoption. Fiscal impact: Funding source is Measure X, approved by the voter electorate in November 2016. Contact person: Karin Temple, telephone 457-3134.

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

### **B-29, ADOPT Resolution 20-13, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020 (Measure M), Series A, in the Aggregate Principal Amount of Not to Exceed \$80,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith**

Resolution 20-13, included in the Board binders, provides for the issuance and sale of Measure M General Obligation Bonds, Series A, in the aggregate principal amount of not to exceed \$80,000,000, and authorizes execution and delivery of related documents and actions. The bonds will be issued under Bond Law to provide funding for school facility improvements for which they are authorized under Measure M for projects prioritized by the Board, over the next approximately 18 months (information in Board binders). The Superintendent recommends adoption. Fiscal impact: Funding source is Measure M, approved by the voter electorate in March 2020. Contact person: Karin Temple, telephone 457-3134.

## **B. CONFERENCE/DISCUSSION AGENDA - continued**

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

### **B-30, DISCUSS and ADOPT Expanded Learning Opportunities Grant**

Included in the Board binders for discussion and adoption is Fresno Unified School District's Plan for the Expanded Learning Opportunities Grant. Senate Bill 86, the Safe Schools for All Bill, was intended to facilitate a safe and phased in approach to reopening schools for in-person instruction this school year. As part of that bill, Fresno Unified will receive one-time funds totaling \$54.9 million that must be expended by August 2022. Receipt of the funds requires the creation of a written plan, which must be adopted by the Board before June 01, 2021. The Superintendent recommends adoption. Fiscal impact: Noted in the support material. Contact person: Santino Danisi, telephone 457-6226.

**\*7:50 P.M.**

### **B-31, PRESENT and DISCUSS the State's May Revised Budget Proposal**

Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2021/22 by Friday, May 14, 2021. On May 19, 2021, staff will present the updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

## **C. RECEIVE INFORMATION & REPORTS**

### **C-32, RECEIVE the California School Employees Association - Chapter 125 Initial Proposal to Fresno Unified School District for the 2021-2024 Successor Agreement**

Included in the Board binders is the California School Employees Association, Chapter 125 2021-2024 initial proposal to the Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

### **C-33, RECEIVE the Fresno Unified School District Initial Proposal to California School Employees Association and its Fresno Chapter #125 for the 2021-2024 Successor Agreement**

Included in the Board binders is the Fresno Unified School District 2021-2024 initial proposal to California School Employees Association, Chapter 125. In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

### **C-34, RECEIVE the California School Employees Association - Chapter 143 Initial Proposal to Fresno Unified School District for the 2021-2024 Successor Agreement**

Included in the Board binders is the California School Employees Association, Chapter 143 2021-2024 initial proposal to the Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

### **C-35, RECEIVE the Fresno Unified School District Initial Proposal to California School Employees Association and its Fresno Chapter #143 for the 2021-2024 Successor Agreement**

Included in the Board binders is the Fresno Unified School District 2021-2024 initial proposal to California School Employees Association, Chapter 143. In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public-school employer, and thereafter shall be public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

### **C. RECEIVE INFORMATION & REPORTS - continued**

#### **C-36, RECEIVE Fresno Unified School District's Third 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 March 31, 2021, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

#### **C-37, RECEIVE Proposed Revisions for Board Policies**

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

- BP 1220.1 Student Advisory Board (NEW)\*
- BP 1312.3 Uniform Complaint Procedures
- BP 3555 Nutrition Program Compliance
- BP 6159 Individualized Education Program
- BP 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education
- BP 6174 Education for English Learners
- BP 6175 Migrant Education Program

Six of these revisions meet the legal mandates recommended by the California School Boards Association (CSBA), with one exception as noted by the asterisk. The items will be brought back for approval at a future Board meeting. There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

#### **C-38, 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 February 1, 2021 through April 30, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from February 1, 2021 through April 30, 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.

### **D. ADJOURNMENT**

**NEXT REGULAR MEETING  
WEDNESDAY, JUNE 02, 2021**



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-1**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Personnel List**

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

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

**PREPARED BY:** Manjit Atwal, Executive Director

**DIVISION:** Human Resources

**PHONE NUMBER:** (559) 457-3548

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

**SUPERINTENDENT APPROVAL:**

Paul Idsvoog

Robert M. Nelson

## Fresno Unified School District

Date: May 19, 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

Ellis	Taryn	Nurse	Health Services	5/7/2021
Mandas	Amanda	Specialist, Resource, Sp Ed	Rowell Elementary	4/26/2021
Simas	Keaton	Nurse	Health Services	5/10/2021

## Classified Personnel

Chavez	Angela	Paraprof, Mild/Moderate	Lincoln Elementary	4/27/2021
Corona	Alexandria	Paraeducator, Soc Emot Intv	Fulton School	5/7/2021
De la Rosa Austin	Jacqueline	Nutrition Services Assistant	Food Services	5/3/2021
Dominguez	April	Assistant, Resrce Cnslg	Roeding Elementary	5/3/2021
Galaviz	Isela	Paraprof, Moderate/Severe	Ewing Elementary	4/28/2021
Gonzales	Gloria	Assistant, School Office	Tenaya Middle School	5/4/2021
Lopez Barraza	Laura	Paraprof, Moderate/Severe	Hamilton School	5/3/2021
Lyons	Janell	Nurse, Vocational License	Health Services	5/5/2021
Macias	Luis	Custodian	Hoover High School	4/22/2021
Martinez-Mendoza	Rene	Liaison, Home/School Spanish	Hidalgo Elementary	4/26/2021
May	Berretta	Paraprof, Mild/Moderate	Rutherford Gaston Middle Schoo	4/26/2021
Renovato	Christopher	Nutrition Services Assistant	Food Services	4/26/2021
Salas	Lisa	Nutrition Services Assistant	Food Services	5/3/2021
Sierra Gutierre	Vanesa	Paraprof, Instructional Asst	African American Academic Acce	5/7/2021
Tavarez	Marcella	Paraprof, Moderate/Severe	Hamilton School	5/3/2021
Vang	Mai Kou	Paraprof, Bilingual Hmong	Balderas Elementary	5/3/2021
Vang	Ong	Paraprof, Child Development	Storey Elementary	5/10/2021
Yang	Pa	Nurse, Vocational License	Health Services	5/10/2021

## RESIGNATIONS OR RETIREMENTS

## Certificated Personnel

Campbell	Blair	Teacher, Senior High	Fresno High School	6/12/2021
Chatman	Jade	Teacher, Elementary	Powers Elementary	6/11/2021
Rocha	Julie	Teacher, Elementary	Manchester Gate	6/11/2021
Shumaker	David	Teacher, Senior High	Mclane High School	7/31/2021
Turner	Jamie	Teacher, Elementary	Slater Elementary	6/30/2021

## Classified Personnel

Bourbonnais	Vivian	Specialist Facilities Dept	Facilities Mgmt & Planning	4/30/2021
Bryant	Gregory	Assistant, Campus Safety	Wilson Elementary	4/28/2021
Castro-Acosta	Maria	Nutrition Services Cook/Baker	Food Services	5/4/2021

Convers	Nicole	Noontime Assistant	Norseman Elementary	5/13/2021
Cuenca	Maria	Nutrition Services Operator	Food Services	6/1/2021
Jarrell	Reno	Paraeducator, Community Based	IMC Special Ed	4/23/2021
Jones	Sarah	Paraeducator, Autism	Rata	7/15/2021 5/17/2021
Ketner	Margaret	Transcriber, Media Spc/Braille	Hoover High School	6/11/2021
Lozano	Alondra	Paraprof, Mild/Moderate	Fresno High School	6/10/2021
Pereda	Rose	Assistant, Campus Safety	Duncan Polytechnical	9/1/2021
Perez	Patricia	Paraprof, Mild/Moderate	Yosemite Middle School	8/10/2021
Shuttera	Charlene	Nutrition Services Manager	Food Services	7/6/2021
Tijerina	Jordan	Assistant, Attendance Records	Roosevelt High School	5/14/2021
Vang	Nouchee	Paraprof, Instructional Asst	Manchester Gate	5/21/2021
Velasco	Manuel	Driver, Relief Bus	Transportation	4/30/2021
Villasenor	Madeleine	Paraprof, Instructional Asst	Webster Elementary	6/11/2021
Wolff	Sheila	Itinerant, DHH Sign Interpret	Special Ed	6/30/2021
Womack	Tacora	Paraprof, Mild/Moderate	Olmos Elementary	4/30/2021

#### Management Certificated

Banks	Jane	Director, Health Services	Health Services	6/11/2021
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#### Management Classified

Candelaria	Mary	Nurse, Vocational License	Health Services	5/14/2021
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### LEAVE REQUEST

#### Classified Personnel

Garcia	Esmeralda	Paraprof, Instructional Asst	Pyle Elementary	7/31/2020
Tennison	Letawn	Paraprof, Mild/Moderate	Webster Elementary	4/25/2021
Vawter	Brynn	Specialist, Chd Wel & Attn II	Prevention And Intervention	4/22/2021

### R39-MONTH REEMPLOYMENT RIGHTS

#### Classified Personnel

Amaro	George	Worker, Grnds Maint I	Plant Operations	3/19/2021
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### PROMOTIONS

#### Classified Personnel

Leduc	Cassandra	Secretary, Administrative II	Elementary Division Area III	5/10/2021
Mendoza	Shayla	Assistant, Spec Ed Office	Special Ed	5/3/2021
Pantoja	Rosemarie	Paraeducator, Autism	Holland Elementary	4/26/2021
Williams	Valerie	Paraprof, Moderate/Severe	Heaton Elementary	5/6/2021
Zucilla	Sandra	Secretary II	Teacher Development	5/10/2021

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 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 Meetings**

**ITEM DESCRIPTION:** Included in the Board binders are draft minutes for the April 21, 2021 and May 05, 2021 Regular Board Meetings.

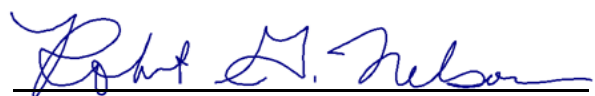
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** David Chavez,  
Chief of Staff

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

**CABINET APPROVAL:** David Chavez,  
Chief of Staff

**SUPERINTENDENT APPROVAL:**





BOARD OF EDUCATION  
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FRESNO, CA 93703  
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## **MINUTES – BOARD OF EDUCATION REGULAR MEETING**

**Fresno, California**

**April 21, 2021**

McLane High School, Library, 2727 N. Cedar Avenue, Fresno, CA 93703.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on April 21, 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 ADJORNED to Closed Session to address items one through six.

The BOARD RECONVENED in Open Session at 6:17 p.m.

### **Reporting Out of Closed Session**

- On a motion by Board Clerk Thomas, seconded by Board Member Islas, the Board took action in Closed Session to promote Timona Martin to Principal III at Baird 5-8 Middle School, by a roll call vote of 6-1-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Thomas, and Board President Davis. NOES: Board Member Major Slatic.
- On a motion by Board Member Islas, seconded by Board Member Cazares, the Board took action in Closed Session to promote Javan Childs to Principal III at Computech Middle School, by a roll call vote of 6-1-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Thomas, and Board President Davis. NOES: Board Member Major Slatic.
- On a motion by Board Clerk Thomas, seconded by Board Member Jonasson Rosas, the Board took action in Closed Session to lateral Antonio Sanchez to Principal III at Calwa Elementary School, 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.
- On a motion by Board Member Mills, seconded by Board Member Islas, the Board took action in Closed Session to lateral hire Brian Beck to Assistant Superintendent in the Instructional Division, 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.

## **Reporting Out of Closed Session – continued**

For the record, the Board received zero submissions of public comment for Closed Session.

## **PLEDGE OF ALLEGIANCE**

Mr. Wulf, Principal of McLane led the flag salute.

## **HEAR Reports from Student Advisory Representatives**

The Board heard a report from Mia Ferguson, Student Advisory Representative from Bullard High School and student ambassadors from Wawona Middle School.

## **HEAR Report from Superintendent**

- Shared, next week a letter will be landing at home for students regarding the Summer Academy program. This program is the traditional summer school program – helping elementary and middle school students catch up on their academic skills areas like literacy or math while providing opportunities for high school students to recover academic credits. Last year we launched a unique and new offering with the summer camp programs – these are student enrichment opportunities above and beyond academic recovery. More will be shared around summer camps next month, including how students can register.
- Shared, our Board will review and discuss staff plans for the district's outdoor in-person graduation plans for the Class of 2021. Seniors deserve to be celebrated and with local health conditions improving and Fresno County reaching the orange tier, we look forward to celebrating our class of 2020 and 2021.
- Shared, all three of our district's Excellence in Education winners moved on to the Fresno County Educator of the Year awards have been selected as finalists in their categories. Kaylah Salinas, a computer lab tech at Fresno High School is a finalist for Employee of the Year. Norseman Elementary School teacher Dana Hobby is a finalist for Teacher of the Year and Gaston Middle School principal Courtney Curtis is a finalist for Administrator of the Year. They will compete against two other finalists from throughout the county in their categories, with winners announced in November.

## **BOARD/SUPERINTENDENT COMMUNICATION**

**Student Member Morales:** Provided the Board a summary of the California Student Leadership conference attended by district leadership students.

**Student Member Singh:** Provided a personal statement as a student and a proud Sikh human being regarding issues taking place in today's world. Addressing negativity with love.



## **BOARD/SUPERINTENDENT COMMUNICATION - continued**

**Member Major Slatic:** Requested a Board Communication regarding topics as follows: tickets for graduation, and students that receive free lunch being required to purchase a milk when they bring their own lunch to school.

**Member Cazares:** Requested a Board Communication regarding movement from student cohort C (virtual) to in-person cohort, clarity on if there is room.

**Member Islas:** Shared a few shout outs: Ewing Elementary School staff and principal for how they welcome their students to school; Thanked the Fresno County Library for book donation to Rowell; Ericson Elementary School; Recognized Gia Yang a student at Yosemite Middle School who is the top digital reader; Thanked student board member Singh for his comments. Referenced policing in schools and the contract pulled in November along with public comments for the item being pulled, looking forward to the item returning for a deeper discussion.

**Clerk Thomas:** Shared she is proud of the schools in the Edison Region. Requested district leadership to look at making COVID-19 protocols clear regarding reasons to send students home from school; shared she has received calls regarding students being sent home for sneezing and cramps.

**Member Jonasson Rosas:** Thanked Phoenix and Alternative Education team for tour of site, shared she is excited about the future. Highlighted the Board Communication regarding Student and Family Wellness Hubs.

**Member Mills:** Requested a Board Communication regarding social security for Classified employees.

**President Davis:** Thanked Superintendent for safety and testing protocols in place for the Football season.

## **OPPORTUNITY for Public Comment on Consent Agenda Items**

For the record, the Board received two requests to address the Board on Consent Agenda Items. They are as follows:

1. Andrew Fabela: A-10 - Requested clarity for need of change orders.
2. Andrew Fabela: A-11 - Requested clarity for need of change orders.

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, the Consent Agenda, was approved, with the exception of A-10 and A-11 which were pulled by the Board for discussion, by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Mills, Major Slatic, Thomas, and Board President Davis. ABSENT: Board Member: Jonasson Rosas.

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

**A. CONSENT AGENDA**

**A-1, APPROVE Personnel List**

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

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

**ADOPTED as recommended**, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the April 07, 2021 Regular Board Meeting.

**A-3, APPROVE Minutes from Prior Meeting**

**APPROVED as recommended**, the draft minutes for the March 17, 2021 Regular Board Meeting.

**A-4, ADOPT Resolution Proclaiming May 6 – 10, 2021 Teacher and Substitute Teacher Appreciation Week**

**ADOPTED as recommended**, a resolution proclaiming May 06 – 10, 2021 as Teacher/ Substitute Teacher Appreciation Week.

**A-5, ADOPT Variable Term Waiver for Career Technical Education Credential Holders**

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

**A-6, APPROVE Budget Revision No. 4 for Fiscal Year 2020/21**

**APPROVED as recommended**, Budget Revision No. 4 for fiscal year 2020/21.

**A-7, APPROVE Award of Bid 21-35, Jackson Elementary Multipurpose Building Reconstruction**

**APPROVED as recommended**, information on Bid 21-35, for demolition of the existing multipurpose building (cafeteria) built in 1950 at Jackson Elementary School, and construction of a new facility.

**A-8, APPROVE Graduation Agreements for the Class of 2020 and 2021**

**APPROVED as recommended**, three Independent Contractor Services Agreements and tentative schedules for the Class of 2020 and 2021 graduation ceremonies.

**A-9, RATIFY Grant Application to the Learning Communities for School Success Program**

**RATIFIED as recommended**, a grant application to the California Department of Education for the Learning Communities for School Success Program.

## **A. CONSENT AGENDA - continued**

### **A-10, RATIFY Change Orders for the Projects Listed Below**

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

- Bid 20-20, McLane High Library Modernization  
Change Order 6 presented for ratification \$ 19,595
- Bid 20-30, Roosevelt High School Cafeteria Modernization  
Change Order 4 presented for ratification \$ 152,621
- Bid 20-49, Juan Felipe Herrera New Elementary School  
Change Order 2 presented for ratification \$ 123,740

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

“Agenda Item A-10 calls for the ratification of change order #4 for Bid 20-30 for 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 order #4 for Bid 20-30 will have no measurable financial impact on my property because this modernization project improves a cafeteria facility already in place as part of Roosevelt High School. Moreover, the impact of ratifying change order #4 to 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 order #4 for Bid 20-30 pursuant to Board Bylaw 9270 for the express purpose of avoiding the appearance of any conflict.”

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, Agenda Item A-10 was approved by a roll call vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Islas, Mills, Major Slatc, Thomas, and Board President Davis. ABSENTIONS: Board Member Jonasson Rosas.

### **A-11, RATIFY the Filing of Notices of Completion**

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

- Bid 20-20, McLane High Library Modernization
- Bid 21-08, Sunnyside High School Stadium Turf Installation

On a motion by Board Clerk Thomas, seconded by Board Member Cazares, Agenda Item A-11 was approved 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.

## **UNSCHEDULED ORAL COMMUNICATIONS**

For the record, the Board received 18 requests to address the Board and 3 email submissions of public comment for Unscheduled Oral Communications. They are as follows:

### **Requests to Address the Board**

1. Katie Jerkovich: Open communication.
2. Robyn Jones: Open schools full time.
3. Marcelino Valdez: Open communication.
4. Earl Aguilera: Police free schools.
5. Marisa Moraza: Police free schools.
6. Sue Hague: Rescind decision – Fresno High School Mascot Imagery.
7. Jim Tuck: Rescind decision – Fresno High School Mascot Imagery.
8. Shaun Ardemagni: Rescind decision – Fresno High School Mascot Imagery.
9. Terry Cox: Rescind decision – Fresno High School Mascot Imagery.
10. Marinarde Soto: Police free schools.
11. Martha Soto: Police free schools.
12. Lori Pastre: Rescind decision – Fresno High School Mascot Imagery.
13. Andrew Fabela: Asked why a Trustee was absent and if she can fulfill duties.
14. Michelle Bentzen: Open schools full-time.
15. Jeff Trussler: Open schools full-time.
16. Jasmin Leiva: Police free schools.
17. Grisanti Avendano: Police free schools.
18. Cheri Perry: Open schools full-time.

### **Email Submissions**

1. Gavin Harrison: Police free schools.
2. Samantha Marcogliese: Open schools full-time.
3. Amber Esquivel: Police free schools.

## **B. CONFERENCE/DISCUSSION AGENDA**

### **B-12, OPPORTUNITY for PUBLIC DISCLOSURE and RATIFICATION of the 2019-2022 Negotiated Collective Bargaining Agreement between Fresno Unified School District and International Association of Machinists and Aerospace Workers**

#### **OPPORTUNITY for Public Comment**

For the record, the Board received zero submissions of public comment for Agenda Item B12.

On a motion by Board Member Jonasson Rosas, seconded by Board Clerk Thomas, Agenda Item B-12 was ratified 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.

**B-13, PRESENT and DISCUSS Student Voice Collaborative for the 2020/21 School Year**

**OPPORTUNITY for Public Comment**

For the record, the Board received zero submissions of public comment for Agenda Item B13.

**B-14, PRESENT and DISCUSS Introduction to Attendance Boundary Adjustments**

**OPPORTUNITY for Public Comment**

For the record, the Board received zero submissions of public comment for Agenda Item B14.

**B-15, PRESENT and DISCUSS the 2021/22 Strategic Budget Development**

The Board of Education has discussed the Governor's proposed Budget and the potential impacts on Fresno Unified, as well as the strategic budget development process, at previous Board Meetings as follows: January 20, 2021, February 17, 2021, March 17, 2021, February 03, 2021 and March 10, 2021, and April 07, 2021. On April 21, 2021 staff and the Board continued budget development discussions.

**OPPORTUNITY for Public Comment**

For the record, the Board received zero submissions of public comment for Agenda Item B15.

**C. RECEIVE INFORMATION & REPORTS**

There are no items for this portion of the agenda.

**D. ADJOURNMENT**

Board President Davis ADJOURNED the meeting at 9:35 p.m.



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## **MINUTES – BOARD OF EDUCATION REGULAR MEETING**

**Fresno, California**

**May 05, 2021**

Sunnyside High School, Cafeteria, 1019 W. Peach Avenue, Fresno, CA 93727.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on May 05, 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 4:31 p.m. and ADJORNED to Closed Session to address items one through five.

The BOARD RECONVENED in Open Session at 5:40 p.m.

For the record, Clerk Thomas left meeting at 6:05 p.m.

### **Reporting Out of Closed Session**

- On a motion by Board Clerk Thomas, seconded by Board Member Jonasson Rosas, the Board took action in Closed Session on a Workers' Compensation settlement for Alvaro Coyaso-Lopez, Case No. WC20-0219-4805, 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.
- On a motion by Board Member Islas, seconded by Board Clerk Thomas, the Board took action in Closed Session to promote Sandra Toscano to Instructional Superintendent of English Learners Programs and Services, by a roll call vote of 6-1-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Thomas, and Board President Davis. NOES: Board Member Major Slatic.
- On a motion by Board President Davis, seconded by Board Member Thomas, the Board took action in Closed Session to appoint Tammy Townsend to Executive Officer of State & Federal Programs, 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.
- On a motion by Board Member Jonasson Rosas, seconded by Board Member Mills, the Board took action in Closed Session to promote Ann Looz to Executive Director



## **Reporting Out of Closed Session - continued**

of Purchasing, by a roll call vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, and Board President Davis. ABSTENSTIONS: Board Member Thomas.

- On a motion by Board Clerk Thomas, seconded by Board Member Islas, the Board took action in Closed Session to promote Tressa Overstreet to Executive Director of College & Career Readiness, 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.
- On a motion by Board Member Islas, seconded by Board Clerk Thomas, the Board took action in Closed Session to hire Marie Williams to Instructional Superintendent of School Leadership, 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.

For the record, the Board received zero submissions of public comment for Closed Session.

## **PLEDGE OF ALLEGIANCE**

Ms. Anderson, Principal of Sunnyside High School led the flag salute.

## **HEAR Reports from Student Advisory Representatives**

The Board heard a report from Maria Flores and Brandon Aoki, Student Advisory Representatives from Edison High School and student ambassadors from Computech Middle School.

## **HEAR Report from Superintendent**

- Acknowledged that Cinco de Mayo commemorates the Mexican army's victory over France in the Battle of Puebla. While a minor holiday in Mexico, it is always a joy to celebrate Mexican culture and heritage, which is part of the fabric of our district and our city.
- Shared, May is a month of celebrations, as we head into graduation season. On Tuesday, we virtually celebrated our 76 Fresno Unified Scholarship recipients. Next Tuesday, May 11, we will honor our fourth cohort of Steve's Scholars. This cohort is made up of 36 graduating seniors from eight Fresno Unified high schools. In 2012, Francine and Murray Farber established the Steve's Scholars program as a lasting memorial to their son. Their goal was to encourage students at Tehipite Middle School to strive for good grades and attendance, social responsibility, and college.

## HEAR Report from Superintendent - continued

- Shared, we also celebrate several of our schools. Kings Canyon Middle School has earned its second re-designation as a prestigious California Schools to Watch and Model Middle School. Kings Canyon was first designated among the more than 1,300 middle schools in California. We also learned that Design Science Middle College High School and Patino School of Entrepreneurship are part of a second wave of Distinguished Schools Awarded. They join Computech Middle School, and Baird Middle School as part of the first wave of recognition. Schools are selected based on test scores, suspension rates, conditions, and climate. They are recognized for their highly successful, data-driven effort ranging from professional development to positive behavior intervention.
- Shared the second draft of the Local Control and Accountability Plan, known as the LCAP, is posted at [Fresnounified.org](https://www.fresnounified.org). Please take time to review and provide and provide further feedback as there is a place to make comments.
- Shared, May is Mental Health Awareness Month. Everyone has been impacted by the events of the last 12 months as we have struggled with the loss of loved ones, loss of jobs and isolation. We have seen an increase in anxiety, depression, substance abuse and suicidal thoughts. Our students have been able to spend more time with their parents or primary caregivers. However, many are grieving the loss of peer interaction, social connections, and time spent in person with vital caring adults such as extended family and educators. The COVID-19 pandemic has impacted the mental health of people of all ages, and now more than ever it is critical that we reduce the stigma around mental and student health that prevents individuals from seeking help. We encourage Fresno Unified staff to access internal resources such as EAP and Care Solace for students and families, we have caring staff at school sites, including school social workers and school psychologists, who will connect you to the appropriate resource. As an added note, later this month our student voice collaborative is coming together to produce a number of public service announcements around the importance of mental health wellness.

## BOARD/SUPERINTENDENT COMMUNICATION

**Member Mills:** Addressed disparaging comments made by community member at the April 21, 2021 board meeting. Provided several examples of people with disabilities in leadership roles.

**Member Cazares:** Supported comments made by Member Mills. Recognized Teacher Appreciation Week and also expressed appreciations for Nurses, Food Services staff and shared that all employees are teachers in their own ways. Thanked Operations staff for work completed.

## **BOARD/SUPERINTENDENT COMMUNICATION - continued**

**Member Islas:** Wished everyone a Happy Cinco de Mayo. Thanked and expressed appreciation to teachers. Echoed sentiments of Member Mills. Congratulated Design Science and Patino for being named a California Distinguished School.

**Member Jonasson Rosas:** Echoed comments of Trustee Mills. Commented it is uncalled for to disparage anyone for any health reason whatsoever. Referenced board communication regarding school counselor positions with student to counselor ratio, was happy to see the mathematic breakdown. Expressed appreciation for the board communication regarding the dual immersion pathway.

**Member Major Slatic:** Read an email from a constituent in the Bullard Region regarding increasing the number of children in classrooms and the District's plan to return students to school. Referenced an article pertaining to racial disparities in distance learning. Referenced an article dated March 30, 2021 from CNBC, Nothing Beats being in a Classroom.

**Board President Davis:** Welcomed the community to Sunnyside High School. Issued an apology to Member Mills for comments made by a public speaker at the April 21, 2021 Board Meeting. Requested the community to direct comments at Board Policy and not at the Board Member. Expressed appreciation for teachers and staff, she is proud of the work they do every day.

**Student Member Singh:** Welcomed everyone to Sunnyside High School. Provided shout out to Sunnyside Principal Ms. Anderson and Ms. Hawkins.

**Student Member Morales:** Congratulated Ms. Tressa Overstreet for her promotion. Thanked her for being a great principal at Design Science. Wished everyone a Happy Cinco de Mayo. Expressed appreciation for Member Mills comments and shared that it is not okay to discriminate against people with disabilities.

## **OPPORTUNITY for Public Comment on Consent Agenda Items**

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

On a motion by Board Member Major Slatic, seconded by Board Member Jonasson Rosas, the Consent Agenda, was approved, with the exception of A-15 which was pulled from the agenda by staff, by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, and Board President Davis. ABSENT: Board Clerk Thomas.

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

#### **A. CONSENT AGENDA**

**A-1, APPROVE Personnel List**

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

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

**ADOPTED as recommended**, Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the April 21, 2021 Regular Board Meeting.

**A-3, APPROVE Minutes from Prior Meeting**

**APPROVED as recommended**, draft minutes for the April 07, 2021 Regular Board Meeting.

**A-4, ADOPT Resolution Proclaiming May 12, 2021 as National School Nurse Day**

**ADOPTED as recommended**, a proclamation declaring May 12, 2021 as National School Nurse Day.

**A-5, APPROVE Provisional Internship Permits**

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

**A-6, APPROVE Agreement with Experience Inc to Fund Career Technical Education Summer Internship Opportunities**

**APPROVED as recommended**, an agreement with Experience Inc to provide work-based learning and summer paid learning internship opportunities for targeted student populations.

**A-7, APPROVE Renewal Agreement with Delta Health Systems/TeamCare**

**APPROVED as recommended**, a renewal agreement with Delta Health Systems/TeamCare for employee wellness program administrative services.

**A-8, APPROVE Grant Application to the California Community Colleges Chancellor's Office – K12 Strong Workforce Program**

**APPROVED as recommended**, the submission of application for the K12 Strong Workforce Program grants.

**A-9, APPROVE Grant Application to the California Department of Education for the Career Technical Education Incentive Grant Program**

**APPROVED as recommended**, submission of application for the Career Technical Education Incentive Grant.

## **A. CONSENT AGENDA – continued**

### **A-10, APPROVE Grant Applications to the Carl D. Perkins Career and Technical Education 2021/22 Program**

**APPROVED as recommended**, submission of grant applications to the California Department of Education for Carl D. Perkins Career and Technical Education 2021/22 Program.

### **A-11, APPROVE Award of Bid 21-38, Centennial and Wishon Elementary Schools and Scandinavian Middle School Multipurpose Room HVAC Upgrades**

**APPROVED as recommended**, information on Bid 21-38, to replace the existing heating and cooling systems in the multipurpose rooms, including staff lounges, kitchens, and kitchen offices, at Centennial and Wishon Elementary Schools and Scandinavian Middle School.

### **A-12, APPROVE Award of Bid 21-39, Fort Miller Middle School Interior Lighting Upgrade**

**APPROVED as recommended**, information on Bid 21-39, to upgrade interior lighting at Fort Miller Middle School.

### **A-13, RATIFY Change Orders for the Projects Listed Below**

**RATIFIED as recommended**, information on a Change Order for the following project:

- Bid 21-09 Sections A, B and C, Gymnasium Bleacher Installation at Various Middle Schools (Ahwahnee, Computech, Cooper, Sequoia, Terronez, Tioga) Change Order 1 presented for ratification \$21,300.

### **A-14, RATIFY the Filing of Notices of Completion**

**RATIFIED as recommended**, Notices of Completion for the following projects, which have been completed according to plans and specifications:

- Bid 20-34 Section A, Gibson, Holland, Manchester Elementary Schools Multipurpose Building HVAC Upgrades;
- Bid 21-09 Sections A, B and C, Gymnasium Bleacher Installation at Various Middle Schools (Ahwahnee, Computech, Cooper, Sequoia, Terronez, Tioga).

### **A-15, RATIFY Purchase Orders from February 01, 2021 through February 28, 2021 PULLED BY STAFF**

## **UNSCHEDULED ORAL COMMUNICATIONS**

For the record, the Board received 6 requests to address the Board and 577 email submissions of public comment for Unscheduled Oral Communications. They are as follows:

### **Requests to Address the Board**

1. Terry Cox: Retain the Fresno High School Warrior image.
2. Winston Kasparian: Retain the Fresno High School Warrior image.
3. Nicholas Willis and Lori Pastre: Retain the Fresno High School Warrior image. Served District with lawsuit.
4. Marcelino Valdez: Open the schools full-time.
5. Jeff Trussler: Open the schools full-time.
6. Nicholas Dodson: Retain the Fresno High School Warrior image.

### **Email Submissions**

1. Mark Oaks: Retain the Fresno High School Warrior image.
2. Tiffany Jones: Retain the Fresno High School Warrior image.
3. Dan Shay: Retain the Fresno High School Warrior image.
4. Sandy Steele-West: Retain the Fresno High School Warrior image.
5. Lezle Staffero Adam: Retain the Fresno High School Warrior image.
6. Rene Salazar: Meet to discuss the Fresno High School Warrior image.
7. Gary Nakagawa: Retain the Fresno High School Warrior image.
8. Lynne Santini: Retain the Fresno High School Warrior image.
9. Jim Tuck: Retain the Fresno High School Warrior image.
10. Brad Marsoobian: Retain the Fresno High School Warrior image.
11. Stephen Blake Mettee: Retain the Fresno High School Warrior image.
12. Kao Cheng Lao: Divert funds from law enforcement to student support programs.
13. Lori Pastre: Retain the Fresno High School Warrior image.
14. Josette Losurdo: Retain the Fresno High School Warrior image.
15. Shauna: Divert funds from law enforcement to student support programs.
16. Mike Jeffus: Retain the Fresno High School Warrior image.
17. Tom Marsella: Retain the Fresno High School Warrior image.
18. Analicia Rangel-Garcia: Divert funds from law enforcement to student support programs.
19. Sharilyn Weber: Retain the Fresno High School Warrior image.
20. Nicholas Willis
21. Michael Markarian: Retain the Fresno High School Warrior image.
22. Tatum Tuck: Retain the Fresno High School Warrior image.
23. Tyler Tatum: Retain the Fresno High School Warrior image.
24. Cambra Downing: Support of a 95/5 health plan and a \$3200 one-time payment to all employees.
25. Jeannette Marroquin: Support of a 95/5 health plan and a \$3200 one-time payment to all employees.
26. Mayra Gutierrez: No comment provided.
27. Jared Martin: 95/5 health plan and \$3200 one-time payment to all employees.
28. Melissa Boyles: 95/5 health plan and \$3200 one-time payment to all employees.
29. Bailey Bunch: 95/5 health plan and \$3200 one-time payment to all employees.

30. Sky Sweet: 95/5 health plan and \$3200 one-time payment to all employees.
31. Andrew Orelup: 95/5 health plan and \$3200 one-time payment to all employees.
32. Lisa Binns: 95/5 health plan and \$3200 one-time payment to all employees.
33. Austen Torrence: 95/5 health plan and \$3200 one-time payment to all employees.
34. Robert Greenberg: 95/5 health plan and \$3200 one-time payment to all employees.
35. Hortencia Munoz: 95/5 health plan and \$3200 one-time payment to all employees.
36. Sandra Iyall: 95/5 health plan.
37. Bee Vang: 95/5 health plan and \$3200 one-time payment to all employees.
38. David Hunter: 95/5 health plan.
39. Abigail Smurr: 95/5 health plan.
40. Joshua Lee: 95/5 health plan and \$3200 one-time payment to all employees.
41. Heather Lane: 95/5 health plan and \$3200 one-time payment to all employees.
42. Elizabeth Scroggins: 95/5 health plan and \$3200 one-time payment to all employees.
43. Amy L. Arnold: 95/5 health plan and \$3200 one-time payment to all employees.
44. Monalyn Madruga: No comment provided.
45. Laurie McCloskey: 95/5 health plan and \$3200 one-time payment to all employees.
46. Matt Isaak: 95/5 health plan and \$3200 one-time payment to all employees.
47. Choua Yang: 95/5 health plan and \$3200 one-time payment to all employees.
48. Wendy Martin: 95/5 health plan and \$3200 one-time payment to all employees.
49. Maiv Tsab: 95/5 health plan and \$3200 one-time payment to all employees.
50. Bailey Rolfs: 95/5 health plan and \$3200 one-time payment to all employees.
51. Aline Kaufmann: 95/5 health plan and \$3200 one-time payment to all employees.
52. Celestina Soto: 95/5 health plan and \$3200 one-time payment to all employees.
53. Linda Bessey: 95/5 health plan and \$3200 one-time payment to all employees.
54. Christopher M.: 95/5 health plan and \$3200 one-time payment to all employees.
55. Blanca Ayon: 95/5 health plan and \$3200 one-time payment to all employees.
56. Luis Damian: 95/5 health plan and \$3200 one-time payment to all employees.
57. Yolanda Ponce: 95/5 health plan and \$3200 one-time payment to all employees.
58. Anthony Segura: 95/5 health plan and \$3200 one-time payment to all employees.
59. Bonita Ring: 95/5 health plan and \$3200 one-time payment to all employees.
60. Carolina Del Real: 95/5 health plan and \$3200 one-time payment to all employees.
61. Lisa Carpenter: 95/5 health plan and \$3200 one-time payment to all employees.
62. Deborah Davidson: 95/5 health plan and \$3200 one-time payment to all employees.
63. Daviana Wisener: 95/5 health plan and \$3200 one-time payment to all employees.
64. Trisha R. Griffin: 95/5 health plan and \$3200 one-time payment to all employees.
65. Tom Staples: 95/5 health plan and \$3200 one-time payment to all employees.
66. Sara Ingels: 95/5 health plan and \$3200 one-time payment to all employees.
67. Jenni McDowell: 95/5 health plan and \$3200 one-time payment to all employees.
68. Jennifer Bermann-Jimenez: 95/5 health plan and \$3200 one-time payment to all employees.
69. Sarah Frampton: 95/5 health plan and \$3200 one-time payment to all employees.
70. Sarah Owens: 95/5 health plan and \$3200 one-time payment to all employees.
71. Kathleen Villarreal: 95/5 health plan.
72. Mark Romero: 95/5 health plan and \$3200 one-time payment to all employees.
73. Renee Munguia: 95/5 health plan and \$3200 one-time payment to all employees.
74. Candy Holguin: 95/5 health plan and \$3200 one-time payment to all employees.
75. Khethmany Tibbetts: 95/5 health plan and \$3200 one-time payment to all employees.
76. Taylor Robinson: 95/5 health plan and \$3200 one-time payment to all employees.



77. Lorena Navarro: 95/5 health plan and \$3200 one-time payment to all employees.
78. Eric Mendoza: 95/5 health plan and \$3200 one-time payment to all employees.
79. Nicole Jennison: 95/5 health plan and \$3200 one-time payment to all employees.
80. Gabriela Perez-Santillan: 95/5 health plan and \$3200 one-time payment to all employees.
81. Brittany Oliver: 95/5 health plan and \$3200 one-time payment to all employees.
82. Arely Mejia: 95/5 health plan and \$3200 one-time payment to all employees.
83. Paulette Cardinale: 95/5 health plan and \$3200 one-time payment to all employees.
84. Carol Padilla-Shaath: 95/5 health plan and \$3200 one-time payment to all employees.
85. Patricia Silvas: 95/5 health plan and \$3200 one-time payment to all employees.
86. Maria Avila: 95/5 health plan and \$3200 one-time payment to all employees.
87. Margarita Spalard: 95/5 health plan and \$3200 one-time payment to all employees.
88. Marcella Linares: 95/5 health plan and \$3200 one-time payment to all employees.
89. Marilyn Baker: 95/5 health plan and \$3200 one-time payment to all employees.
90. Leticia Aguirre: 95/5 health plan and \$3200 one-time payment to all employees.
91. Dorrie Prosser: 95/5 health plan and \$3200 one-time payment to all employees.
92. Aleyda Valencia: 95/5 health plan and \$3200 one-time payment to all employees.
93. Debbie VonBerg: 95/5 health plan and \$3200 one-time payment to all employees.
94. Mary Xiong: 95/5 health plan and \$3200 one-time payment to all employees.
95. Bentia Martinez: 95/5 health plan and \$3200 one-time payment to all employees.
96. Mrsjdl: 95/5 health plan and \$3200 one-time payment to all employees.
97. Kimberly Duchscher: 95/5 health plan.
98. Cassandra Schueler: 95/5 health plan and \$3200 one-time payment to all employees.
99. Shanelle Bueno: 95/5 health plan and \$3200 one-time payment to all employees.
100. Ceciley Teliha: 95/5 health plan and \$3200 one-time payment to all employees.
101. Martha Haro: 95/5 health plan and \$3200 one-time payment to all employees.
102. Laura Heatherly: 95/5 health plan and \$3200 one-time payment to all employees.
103. Mee Vang: 95/5 health plan and \$3200 one-time payment to all employees.
104. Roxanne R. Castro: 95/5 health plan and \$3200 one-time payment to all employees.
105. Matt Estes: 95/5 health plan and \$3200 one-time payment to all employees.
106. Rachel Nichols: 95/5 health plan and \$3200 one-time payment to all employees.
107. Bonnie Carlos: 95/5 health plan and \$3200 one-time payment to all employees.
108. Malena Reyes: 95/5 health plan and \$3200 one-time payment to all employees.
109. Brian Baker: Comment on teacher shortage.
110. Sophary Keo Soundara: No comment provided.
111. Robyn Harvey: 95/5 health plan and \$3200 one-time payment to all employees.
112. Ariana Amaro: 95/5 health plan and \$3200 one-time payment to all employees.
113. Brandy Higley: 95/5 health plan and \$3200 one-time payment to all employees.
114. Michael Guerra: 95/5 health plan and \$3200 one-time payment to all employees.
115. Heather Reedy: 95/5 health plan and \$3200 one-time payment to all employees.
116. Guillermo Castandeda: 95/5 health plan and \$3200 one-time payment to all employees.
117. Anna Grajiola: 95/5 health plan and \$3200 one-time payment to all employees.
118. Mary Veach: 95/5 health plan and \$3200 one-time payment to all employees.
119. Sonia Jauregui: 95/5 health plan and \$3200 one-time payment to all employees.
120. Errin Topolovec: 95/5 health plan and \$3200 one-time payment to all employees.



121. Choua Yang: 95/5 health plan and \$3200 one-time payment to all employees.
122. Kia Xiong: 95/5 health plan and \$3200 one-time payment to all employees.
123. Dora Cuevas: 95/5 health plan and \$3200 one-time payment to all employees.
124. Jessica Diaz: 95/5 health plan and \$3200 one-time payment to all employees.
125. Michele Mazzei: 95/5 health plan and \$3200 one-time payment to all employees.
126. Haley Hoke: 95/5 health plan and \$3200 one-time payment to all employees.
127. Gary Olivarez: 95/5 health plan and \$3200 one-time payment to all employees.
128. Val Fiala: 95/5 health plan and \$3200 one-time payment to all employees.
129. Kristina Wallwork: 95/5 health plan and \$3200 one-time payment to all employees.
130. Joyce Mah: 95/5 health plan and \$3200 one-time payment to all employees.
131. Rita Prescott: 95/5 health plan and \$3200 one-time payment to all employees.
132. Candy Nunez: 95/5 health plan and \$3200 one-time payment to all employees.
133. Yer Vang: 95/5 health plan and \$3200 one-time payment to all employees.
134. Adam Frye: 95/5 health plan and \$3200 one-time payment to all employees.
135. Maricela Limon: 95/5 health plan and \$3200 one-time payment to all employees.
136. Erick Rozigas: 95/5 health plan and \$3200 one-time payment to all employees.
137. Rob Gaertig: 95/5 health plan and \$3200 one-time payment to all employees.
138. Debra Phillips Salas: 95/5 health plan and \$3200 one-time payment to all employees.
139. Diana Carrillo: 95/5 health plan and \$3200 one-time payment to all employees.
140. Tiffani Kelsey-Franco: 95/5 health plan and \$3200 one-time payment to all employees.
141. Ruben Flores: 95/5 health plan and \$3200 one-time payment to all employees.
142. Amy Morris: 95/5 health plan and \$3200 one-time payment to all employees.
143. Kristy Page: 95/5 health plan and \$3200 one-time payment to all employees.
144. Betina Madkins: 95/5 health plan and \$3200 one-time payment to all employees.
145. Deborah Jensen-Rubalcaba: 95/5 health plan and \$3200 one-time payment to all employees.
146. Wayne Parrish: 95/5 health plan and \$3200 one-time payment to all employees.
147. Shannon Ito: 95/5 health plan and \$3200 one-time payment to all employees.
148. Jessica Turner: 95/5 health plan and \$3200 one-time payment to all employees.
149. Aimee Hollaway: 95/5 health plan and \$3200 one-time payment to all employees.
150. Kari Edwards: No comment provided.
151. Nicole Myers: 95/5 health plan and \$3200 one-time payment to all employees.
152. Kearey Hoppock: 95/5 health plan and \$3200 one-time payment to all employees.
153. Danielle Villarreal: 95/5 health plan and \$3200 one-time payment to all employees.
154. Donna Stover: 95/5 health plan and \$3200 one-time payment to all employees.
155. Diana Jones-Henson: 95/5 health plan and \$3200 one-time payment to all employees.
156. Marina Nuno: 95/5 health plan and \$3200 one-time payment to all employees.
157. Darcy Williams: 95/5 health plan and \$3200 one-time payment to all employees.
158. Ong Moua: 95/5 health plan and \$3200 one-time payment to all employees.
159. Sue Farmer: 95/5 health plan and \$3200 one-time payment to all employees.
160. Caty Clawson: 95/5 health plan and \$3200 one-time payment to all employees.
161. Sheri Mauro: 95/5 health plan and \$3200 one-time payment to all employees.
162. May Vang: 95/5 health plan and \$3200 one-time payment to all employees.
163. Whitney Williams: 95/5 health plan and \$3200 one-time payment to all employees.
164. Lisa Phillips: 95/5 health plan and \$3200 one-time payment to all employees.

165. Michelle Platt: 95/5 health plan and \$3200 one-time payment to all employees.
166. Kelly Petersen: 95/5 health plan and \$3200 one-time payment to all employees.
167. Michelle Brown: 95/5 health plan and \$3200 one-time payment to all employees.
168. Wendy DenBesten: 95/5 health plan and \$3200 one-time payment to all employees.
169. Allison Thatcher: 95/5 health plan and \$3200 one-time payment to all employees.
170. Veronica Hanlon: 95/5 health plan and \$3200 one-time payment to all employees.
171. Kathryn Koch: 95/5 health plan and \$3200 one-time payment to all employees.
172. Esteban Yanez: 95/5 health plan and \$3200 one-time payment to all employees.
173. Yadira Soleno: 95/5 health plan and \$3200 one-time payment to all employees.
174. Pamela Kennedy: 95/5 health plan and \$3200 one-time payment to all employees.
175. Jennifer Valdez: 95/5 health plan and \$3200 one-time payment to all employees.
176. Jasmine Cooper: 95/5 health plan and \$3200 one-time payment to all employees.
177. Nina Kong: 95/5 health plan and \$3200 one-time payment to all employees.
178. Melissa Seibert: 95/5 health plan and \$3200 one-time payment to all employees.
179. Suzanne Lamontagne: 95/5 health plan and \$3200 one-time payment to all employees.
180. Addy Vang: 95/5 health plan and \$3200 one-time payment to all employees.
181. Chua Yang: 95/5 health plan and \$3200 one-time payment to all employees.
182. Paulette Cardinale: 95/5 health plan and \$3200 one-time payment to all employees.
183. Jocelyn Hernandez: 95/5 health plan and \$3200 one-time payment to all employees.
184. Liza Robinson: 95/5 health plan and \$3200 one-time payment to all employees.
185. Patricia Toto: 95/5 health plan and \$3200 one-time payment to all employees.
186. A Pipkin: 95/5 health plan and \$3200 one-time payment to all employees.
187. Dana Buel: 95/5 health plan and \$3200 one-time payment to all employees.
188. Francisco Arciniega: 95/5 health plan and \$3200 one-time payment to all employees.
189. Bee Xiong: 95/5 health plan and \$3200 one-time payment to all employees.
190. Erin Krentz: 95/5 health plan and \$3200 one-time payment to all employees.
191. Ydira Gonzalez: 95/5 health plan and \$3200 one-time payment to all employees.
192. Tamara Norris: 95/5 health plan and \$3200 one-time payment to all employees.
193. Cindy Conti: 95/5 health plan and \$3200 one-time payment to all employees.
194. Haven Bigger: 95/5 health plan and \$3200 one-time payment to all employees.
195. Leonora Bolanos: 95/5 health plan and \$3200 one-time payment to all employees.
196. Riri 5: 95/5 health plan and \$3200 one-time payment to all employees.
197. Vanessa Perez: 95/5 health plan and \$3200 one-time payment to all employees.
198. Mindy Frazier: 95/5 health plan and \$3200 one-time payment to all employees.
199. Shawna Haymond: 95/5 health plan and \$3200 one-time payment to all employees.
200. Panouly Her: 95/5 health plan and \$3200 one-time payment to all employees.
201. Jessica Engleman: 95/5 health plan and \$3200 one-time payment to all employees.
202. Cietta Johnson: 95/5 health plan and \$3200 one-time payment to all employees.
203. Bong Bai Thao: 95/5 health plan and \$3200 one-time payment to all employees.
204. Hermila Braun: 95/5 health plan and \$3200 one-time payment to all employees.
205. Charla Pierson: 95/5 health plan and \$3200 one-time payment to all employees.
206. Maribelle Ramon-Espinosa: 95/5 health plan and \$3200 one-time payment to all employees.
207. Jason Flores: 95/5 health plan and \$3200 one-time payment to all employees.
208. George Zepeda: 95/5 health plan and \$3200 one-time payment to all employees.
209. Jennifer Jones: 95/5 health plan and \$3200 one-time payment to all employees.
210. Lynnea Mitchell: 95/5 health plan and \$3200 one-time payment to all employees.

211. Yesenia Madrid: 95/5 health plan and \$3200 one-time payment to all employees.
212. Erin Sandoval: 95/5 health plan and \$3200 one-time payment to all employees.
213. Katherine Moore: 95/5 health plan and \$3200 one-time payment to all employees.
214. Sopheak Real: 95/5 health plan and \$3200 one-time payment to all employees.
215. Laura Wolf: 95/5 health plan and \$3200 one-time payment to all employees.
216. Hannah Warden: 95/5 health plan and \$3200 one-time payment to all employees.
217. Arsenia Zarate: 95/5 health plan and \$3200 one-time payment to all employees.
218. Michael Meadows: 95/5 health plan and \$3200 one-time payment to all employees.
219. Troy Barnett: 95/5 health plan and \$3200 one-time payment to all employees.
220. Regina Cervantes: 95/5 health plan and \$3200 one-time payment to all employees.
221. Grace Wamhoff: 95/5 health plan and \$3200 one-time payment to all employees.
222. Staci Lowe: 95/5 health plan and \$3200 one-time payment to all employees.
223. Kim Merchen: 95/5 health plan and \$3200 one-time payment to all employees.
224. Keri Magana: 95/5 health plan and \$3200 one-time payment to all employees.
225. Sharon Bonnema: 95/5 health plan and \$3200 one-time payment to all employees.
226. Debbie Patterson: 95/5 health plan and \$3200 one-time payment to all employees.
227. Yadira Robles: 95/5 health plan and \$3200 one-time payment to all employees.
228. Chris Gadams: Concerned district will not honor commitment to health care contribution.
229. Genaro Garcia: 95/5 health plan and \$3200 one-time payment to all employees.
230. Cindy Hooker: 95/5 health plan and \$3200 one-time payment to all employees.
231. Noemi Hardy: 95/5 health plan and \$3200 one-time payment to all employees.
232. Julie Her: 95/5 health plan and \$3200 one-time payment to all employees.
233. Allison Dye: 95/5 health plan and \$3200 one-time payment to all employees.
234. Martin Moreno Moreno: 95/5 health plan and \$3200 one-time payment to all employees.
235. Kazoua Yang: 95/5 health plan and \$3200 one-time payment to all employees.
236. Christine Clay: 95/5 health plan and \$3200 one-time payment to all employees.
237. Rosa Ruiz: 95/5 health plan and \$3200 one-time payment to all employees.
238. Claudia Aghoian: 95/5 health plan and \$3200 one-time payment to all employees.
239. Shanna Margain: 95/5 health plan and \$3200 one-time payment to all employees.
240. Justin Manuel: 95/5 health plan and \$3200 one-time payment to all employees.
241. Rachel: We deserve what Clovis Unified received \$4000.
242. Erik Martinez1: 95/5 health plan and \$3200 one-time payment to all employees.
243. Veronica Meza: 95/5 health plan and \$3200 one-time payment to all employees.
244. Sandra Morales: 95/5 health plan and \$3200 one-time payment to all employees.
245. Mary Vang: 95/5 health plan and \$3200 one-time payment to all employees.
246. May Lee1: 95/5 health plan and \$3200 one-time payment to all employees.
247. Robert Delarosa: People always say how underpaid and unappreciated teachers are. Now is the time to act.
248. Lauren Stewart: 95/5 health plan and \$3200 one-time payment to all employees.
249. Michael Clark: 95/5 health plan and \$3200 one-time payment to all employees.
250. Yolanda Campos: 95/5 health plan and \$3200 one-time payment to all employees.
251. Xai Elizabeth Torres: 95/5 health plan and \$3200 one-time payment to all employees.
252. Alicia Lopes: 95/5 health plan and \$3200 one-time payment to all employees.
253. Ashkhen Aristakessian: 95/5 health plan and \$3200 one-time payment to all employees.

254. Herminia Adams: 95/5 health plan and \$3200 one-time payment to all employees.
255. Michelle Hannah: 95/5 health plan and \$3200 one-time payment to all employees.
256. Sarah Ramirez: 95/5 health plan and \$3200 one-time payment to all employees.
257. Marcella Linares: 95/5 health plan and \$3200 one-time payment to all employees.
258. Gina Arzola: 95/5 health plan and \$3200 one-time payment to all employees.
259. Andrea Miguel (Cerdeña): 95/5 health plan and \$3200 one-time payment to all employees.
260. Jose Sandoval: 95/5 health plan and \$3200 one-time payment to all employees.
261. Pamela Kwan: 95/5 health plan and \$3200 one-time payment to all employees.
262. Evie Rodriguez-Sanchez: 95/5 health plan and \$3200 one-time payment to all employees.
263. Kathy Riggs: 95/5 health plan and \$3200 one-time payment to all employees.
264. Erica Avina-Garibay: No comment provided.
265. Jaime Smith: 95/5 health plan and \$3200 one-time payment to all employees.
266. Cynda Caskey: 95/5 health plan and \$3200 one-time payment to all employees.
267. Bao Her: 95/5 health plan and \$3200 one-time payment to all employees.
268. Kristina Yang: 95/5 health plan and \$3200 one-time payment to all employees.
269. William Mitchell: 95/5 health plan and \$3200 one-time payment to all employees.
270. Pam Ritcheson: 95/5 health plan and \$3200 one-time payment to all employees.
271. Ernest Espinosa: 95/5 health plan and \$3200 one-time payment to all employees.
272. Madeline Cedillo: No comment provided.
273. Scott McEndree: 95/5 health plan and \$3200 one-time payment to all employees.
274. Kathy Pacheco: 95/5 health plan and \$3200 one-time payment to all employees.
275. Amanda Horvath: 95/5 health plan and \$3200 one-time payment to all employees.
276. Diana Lopez: 95/5 health plan and \$3200 one-time payment to all employees.
277. Long Xiong: 95/5 health plan and \$3200 one-time payment to all employees.
278. Martha Roberts: 95/5 health plan and \$3200 one-time payment to all employees.
279. Carinna Brokey: 95/5 health plan and \$3200 one-time payment to all employees.
280. Amy Xiong: 95/5 health plan and \$3200 one-time payment to all employees.
281. Harmony Mendez: 95/5 health plan and \$3200 one-time payment to all employees.
282. Teri Green: 95/5 health plan and \$3200 one-time payment to all employees.
283. Carolyn McGaugh: 95/5 health plan and \$3200 one-time payment to all employees.
284. Marina Santos: 95/5 health plan and \$3200 one-time payment to all employees.
285. Jessica Manuel: 95/5 health plan and \$3200 one-time payment to all employees.
286. Allison Catalina: 95/5 health plan and \$3200 one-time payment to all employees.
287. Jennifer Howells: 95/5 health plan and \$3200 one-time payment to all employees.
288. Tamara Smith: 95/5 health plan and \$3200 one-time payment to all employees.
289. Jackie Smith: 95/5 health plan and \$3200 one-time payment to all employees.
290. Anna Gash: 95/5 health plan and \$3200 one-time payment to all employees.
291. Tracy Owensby: 95/5 health plan and \$3200 one-time payment to all employees.
292. Terry Aranaz: 95/5 health plan and \$3200 one-time payment to all employees.
293. Janell Beamon: 95/5 health plan and \$3200 one-time payment to all employees.
294. Erik Castillo: 95/5 health plan and \$3200 one-time payment to all employees.
295. Heather DiFuria: 95/5 health plan and \$3200 one-time payment to all employees.
296. Emiley Yaugher: 95/5 health plan and \$3200 one-time payment to all employees.
297. Renee White: 95/5 health plan and \$3200 one-time payment to all employees.
298. Sarah Ogilvie: 95/5 health plan and \$3200 one-time payment to all employees.
299. Nancy Pellegrini: 95/5 health plan and \$3200 one-time payment to all employees.

300. Sara Weatherby: 95/5 health plan and \$3200 one-time payment to all employees.
301. Saida Sanchez: 95/5 health plan and \$3200 one-time payment to all employees.
302. Erika Ramirez Alonso: 95/5 health plan and \$3200 one-time payment to all employees.
303. Erin Holland: 95/5 health plan and \$3200 one-time payment to all employees.
304. Shannon Creviston: 95/5 health plan and \$3200 one-time payment to all employees.
305. Irma Mendez: 95/5 health plan and \$3200 one-time payment to all employees.
306. Stephanie Thao: 95/5 health plan and \$3200 one-time payment to all employees.
307. Virginia Engel: 95/5 health plan and \$3200 one-time payment to all employees.
308. Amy Ryan: 95/5 health plan and \$3200 one-time payment to all employees.
309. Jeannine K. Der Manouel: 95/5 health plan and \$3200 one-time payment to all employees.
310. Ruth Moua: 95/5 health plan and \$3200 one-time payment to all employees.
311. Meghan Schimmel: 95/5 health plan and \$3200 one-time payment to all employees.
312. Daniele Beall-Larsen: 95/5 health plan and \$3200 one-time payment to all employees.
313. Melanie Halstead: 95/5 health plan and \$3200 one-time payment to all employees.
314. Mike Dunnington: 95/5 health plan and \$3200 one-time payment to all employees.
315. Janet Pressman: 95/5 health plan and \$3200 one-time payment to all employees.
316. Sandra Gutierrez: 95/5 health plan and \$3200 one-time payment to all employees.
317. Delia Martinez: 95/5 health plan and \$3200 one-time payment to all employees.
318. Mai Nou Moua: 95/5 health plan and \$3200 one-time payment to all employees.
319. Chris Marquez: 95/5 health plan and \$3200 one-time payment to all employees.
320. Rogelio Olivera: 95/5 health plan and \$3200 one-time payment to all employees.
321. John Lourenco: 95/5 health plan and \$3200 one-time payment to all employees.
322. Manuel Ramirez: 95/5 health plan and \$3200 one-time payment to all employees.
323. Anne Hendrickson: 95/5 health plan and \$3200 one-time payment to all employees.
324. Victor Leyva: 95/5 health plan and \$3200 one-time payment to all employees.
325. Angelica Gonzalez-Butler: 95/5 health plan and \$3200 one-time payment to all employees.
326. Patrick Gerrits: 95/5 health plan and \$3200 one-time payment to all employees.
327. Tonia Dubberke: 95/5 health plan and \$3200 one-time payment to all employees.
328. Eulogio Gomez: 95/5 health plan and \$3200 one-time payment to all employees.
329. Michele Hayashi: 95/5 health plan and \$3200 one-time payment to all employees.
330. Sara Tremblay: 95/5 health plan and \$3200 one-time payment to all employees.
331. Victoria Vaj: 95/5 health plan and \$3200 one-time payment to all employees.
332. Miss Thomas: 95/5 health plan and \$3200 one-time payment to all employees.
333. Diana Fultz: 95/5 health plan and \$3200 one-time payment to all employees.
334. Amanda Peterson: 95/5 health plan and \$3200 one-time payment to all employees.
335. Ysidro Valenzuela: 95/5 health plan and \$3200 one-time payment to all employees.
336. Lesley Major: 95/5 health plan and \$3200 one-time payment to all employees.
337. Monica Nunez: 95/5 health plan and \$3200 one-time payment to all employees.
338. Steve Lathrop: 95/5 health plan and \$3200 one-time payment to all employees.
339. Erica A. Buller: 95/5 health plan and \$3200 one-time payment to all employees.
340. Loriann Catron: 95/5 health plan and \$3200 one-time payment to all employees.
341. Blanca Delgado: 95/5 health plan and \$3200 one-time payment to all employees.
342. Diana Maldonado: 95/5 health plan and \$3200 one-time payment to all employees.
343. Angela Horton: 95/5 health plan and \$3200 one-time payment to all employees.



344. Patricia Andrade: 95/5 health plan and \$3200 one-time payment to all employees.
345. Bill T. Osle: 95/5 health plan and \$3200 one-time payment to all employees.
346. Mang Moua: 95/5 health plan and \$3200 one-time payment to all employees.
347. Amy Reina: 95/5 health plan and \$3200 one-time payment to all employees.
348. Mrduyst: 95/5 health plan and \$3200 one-time payment to all employees.
349. Kim Crowley: 95/5 health plan and \$3200 one-time payment to all employees.
350. Isabella Tinoco: 95/5 health plan and \$3200 one-time payment to all employees.
351. Louise Styles: 95/5 health plan and \$3200 one-time payment to all employees.
352. Yolanda Arellano: 95/5 health plan and \$3200 one-time payment to all employees.
353. Elizabeth Cook: 95/5 health plan and \$3200 one-time payment to all employees.
354. Scott Hatfield: 95/5 health plan and \$3200 one-time payment to all employees.
355. Krystal Ruiz: 95/5 health plan and \$3200 one-time payment to all employees.
356. Eduardo Olivera: 95/5 health plan and \$3200 one-time payment to all employees.
357. Elvira Erenas: 95/5 health plan and \$3200 one-time payment to all employees.
358. Lorna Lewis: 95/5 health plan and \$3200 one-time payment to all employees.
359. Lynette Mott: 95/5 health plan and \$3200 one-time payment to all employees.
360. Maria Rubira: 95/5 health plan and \$3200 one-time payment to all employees.
361. Luz Cheng: 95/5 health plan.
362. Elizabeth Thomas: 95/5 health plan and \$3200 one-time payment to all employees.
363. Laura Zarate: 95/5 health plan and \$3200 one-time payment to all employees.
364. Denise Brown: 95/5 health plan and \$3200 one-time payment to all employees.
365. Eustorgio C. Cuevas: 95/5 health plan and \$3200 one-time payment to all employees.
366. Pangia Yang: 95/5 health plan and \$3200 one-time payment to all employees.
367. Lauren Gripenstraw: 95/5 health plan and \$3200 one-time payment to all employees.
368. Brooke Welch: 95/5 health plan and \$3200 one-time payment to all employees.
369. Alicia Fondtain: 95/5 health plan and \$3200 one-time payment to all employees.
370. Staci Siechert: 95/5 health plan and \$3200 one-time payment to all employees.
371. Sheena Sharkey: 95/5 health plan and \$3200 one-time payment to all employees.
372. Kevin Williams: 95/5 health plan and \$3200 one-time payment to all employees.
373. Teresa Metzler: 95/5 health plan and \$3200 one-time payment to all employees.
374. Robert Cook: 95/5 health plan and \$3200 one-time payment to all employees.
375. Pa Houa Xiong: 95/5 health plan and \$3200 one-time payment to all employees.
376. Julie Graham: 95/5 health plan and \$3200 one-time payment to all employees.
377. Alejandro Tinoco: 95/5 health plan and \$3200 one-time payment to all employees.
378. Nathaniel Brown: 95/5 health plan and \$3200 one-time payment to all employees.
379. David Wisar: 95/5 health plan and \$3200 one-time payment to all employees.
380. Julie Baroni: 95/5 health plan and \$3200 one-time payment to all employees.
381. Maria Castro: 95/5 health plan and \$3200 one-time payment to all employees.
382. Jerome Rice: 95/5 health plan and \$3200 one-time payment to all employees.
383. Lisa Will: 95/5 health plan and \$3200 one-time payment to all employees.
384. Sandra Atkins: 95/5 health plan and \$3200 one-time payment to all employees.
385. Rebekah Blanchette: 95/5 health plan and \$3200 one-time payment to all employees.
386. Maribel Vargas: 95/5 health plan and \$3200 one-time payment to all employees.
387. Victoria Johnson: 95/5 health plan and \$3200 one-time payment to all employees.
388. Kimberly Baca: 95/5 health plan and \$3200 one-time payment to all employees.
389. Fong Thao: 95/5 health plan and \$3200 one-time payment to all employees.

390. Rhianna Beaumont-Lamb: 95/5 health plan and \$3200 one-time payment to all employees.
391. Kasi Welte: 95/5 health plan and \$3200 one-time payment to all employees.
392. Malcom L. Simpson: 95/5 health plan and \$3200 one-time payment to all employees.
393. Anthony Her: 95/5 health plan and \$3200 one-time payment to all employees.
394. Imelda Carrillo: 95/5 health plan and \$3200 one-time payment to all employees.
395. Kim Jenkins: 95/5 health plan and \$3200 one-time payment to all employees.
396. Mary Khin: 95/5 health plan and \$3200 one-time payment to all employees.
397. Janice Marshall: 95/5 health plan and \$3200 one-time payment to all employees.
398. Elizabeth Macedo: 95/5 health plan and \$3200 one-time payment to all employees.
399. Patty Hancock: When will there be a cap on SDC classes?
400. Claudia P. BanuelosMoreno: No comment provided.
401. Grace Daniels: 95/5 health plan and \$3200 one-time payment to all employees.
402. Baoui Her: 95/5 health plan and \$3200 one-time payment to all employees.
403. Cheryl Pachelbel: 95/5 health plan and \$3200 one-time payment to all employees.
404. Danise Papanickolas: 95/5 health plan and \$3200 one-time payment to all employees.
405. Touy Inthavong: 95/5 health plan and \$3200 one-time payment to all employees.
406. Maddalena Perez: Concerned district will not honor commitment to health care contribution.
407. Kristin Cappelli: 95/5 health plan and \$3200 one-time payment to all employees.
408. Laura Mendes: 95/5 health plan and \$3200 one-time payment to all employees.
409. Russell Berndt: 95/5 health plan and \$3200 one-time payment to all employees.
410. Lou Fang: 95/5 health plan and \$3200 one-time payment to all employees.
411. Sarah Rojo: 95/5 health plan and \$3200 one-time payment to all employees.
412. Patricia Arzola: 95/5 health plan and \$3200 one-time payment to all employees.
413. Chrystal Swart: 95/5 health plan and \$3200 one-time payment to all employees.
414. Sally Bliatout: 95/5 health plan and \$3200 one-time payment to all employees.
415. Terese Riojas: 95/5 health plan and \$3200 one-time payment to all employees.
416. Robert Vega: 95/5 health plan and \$3200 one-time payment to all employees.
417. Kristin Ringer: 95/5 health plan and \$3200 one-time payment to all employees.
418. Valerie Wong: 95/5 health plan and \$3200 one-time payment to all employees.
419. Anne Richards: 95/5 health plan and \$3200 one-time payment to all employees.
420. June Vang: 95/5 health plan and \$3200 one-time payment to all employees.
421. Ivan Gutierrez: 95/5 health plan and \$3200 one-time payment to all employees.
422. Sharon Foster: 95/5 health plan and \$3200 one-time payment to all employees.
423. Kristin Weatherson: 95/5 health plan and \$3200 one-time payment to all employees.
424. B. Mendoza: 95/5 health plan and \$3200 one-time payment to all employees.
425. Kathy Burgess: 95/5 health plan and \$3200 one-time payment to all employees.
426. Imelda Ortega: 95/5 health plan and \$3200 one-time payment to all employees.
427. Brenda McLain: 95/5 health plan and \$3200 one-time payment to all employees.
428. Norma M. Ruiz: 95/5 health plan and \$3200 one-time payment to all employees.
429. Liliana Trejo: 95/5 health plan and \$3200 one-time payment to all employees.
430. Michele Larson: 95/5 health plan and \$3200 one-time payment to all employees.
431. Kayla Jenkins:
432. Mysti Harrison: 95/5 health plan and \$3200 one-time payment to all employees.
433. Robert Swart: 95/5 health plan and \$3200 one-time payment to all employees.
434. Felicia Tillak Lacy: 95/5 health plan and \$3200 one-time payment to all employees.

- 435. Enedina Viveros: 95/5 health plan and \$3200 one-time payment to all employees.
- 436. Mark Alatorre: 95/5 health plan and \$3200 one-time payment to all employees.
- 437. Sinthiaatega: 95/5 health plan and \$3200 one-time payment to all employees.
- 438. Maria Rios: 95/5 health plan and \$3200 one-time payment to all employees.
- 439. Jon Bath: Concerned district will not honor commitment to health care contribution.
- 440. April Hogue: 95/5 health plan and \$3200 one-time payment to all employees.
- 441. Susan Mazzeo: 95/5 health plan and \$3200 one-time payment to all employees.
- 442. Claudia Readwright: 95/5 health plan and \$3200 one-time payment to all employees.
- 443. Randall Robinson: 95/5 health plan and \$3200 one-time payment to all employees.
- 444. Crystal Reynaga: 95/5 health plan and \$3200 one-time payment to all employees.
- 445. Hector Salinas: 95/5 health plan and \$3200 one-time payment to all employees.
- 446. Reid Gromis: 95/5 health plan and \$3200 one-time payment to all employees.
- 447. Alana Hill: 95/5 health plan and \$3200 one-time payment to all employees.
- 448. KongMia Her: 95/5 health plan and \$3200 one-time payment to all employees.
- 449. Xiong Vang: 95/5 health plan and \$3200 one-time payment to all employees.
- 450. Jocelyn Dominguez: 95/5 health plan and \$3200 one-time payment to all employees.
- 451. Kristin Martinez: 95/5 health plan and \$3200 one-time payment to all employees.
- 452. Anthony Roach: 95/5 health plan and \$3200 one-time payment to all employees.
- 453. Alva Salinas: 95/5 health plan and \$3200 one-time payment to all employees.
- 454. Paj Tshiab Lor: 95/5 health plan and \$3200 one-time payment to all employees.
- 455. Mdunlop: 95/5 health plan and \$3200 one-time payment to all employees.
- 456. Serena Dansby: 95/5 health plan and \$3200 one-time payment to all employees.
- 457. Dana Rossi: 95/5 health plan and \$3200 one-time payment to all employees.
- 458. Diedre L. Brooks: 95/5 health plan and \$3200 one-time payment to all employees.
- 459. Tiffany Hendrixson: 95/5 health plan and \$3200 one-time payment to all employees.
- 460. Stefanie Lowe: 95/5 health plan and \$3200 one-time payment to all employees.
- 461. David Vang: 95/5 health plan and \$3200 one-time payment to all employees.
- 462. Fay Hinds: 95/5 health plan and \$3200 one-time payment to all employees.
- 463. Ronald S. Kludas: 95/5 health plan and \$3200 one-time payment to all employees.
- 464. Vy Heng? 95/5 health plan and \$3200 one-time payment to all employees.
- 465. Lisa Pierce: 95/5 health plan and \$3200 one-time payment to all employees.
- 466. V. Brenda Manhas: 95/5 health plan and \$3200 one-time payment to all employees.
- 467. Kristin Martinez: 95/5 health plan and \$3200 one-time payment to all employees.
- 468. Christopher Finley: I woke like to comment.
- 469. Nimh Nameechai: 95/5 health plan and \$3200 one-time payment to all employees.
- 470. Joe Trevino: 95/5 health plan and \$3200 one-time payment to all employees.
- 471. Uvaldo Garcia: 95/5 health plan and \$3200 one-time payment to all employees.
- 472. Andriette Smith: 95/5 health plan and \$3200 one-time payment to all employees.
- 473. Julianna Hughes: 95/5 health plan and \$3200 one-time payment to all employees.
- 474. Paija Thao-Trevino: 95/5 health plan and \$3200 one-time payment to all employees.
- 475. Maria Rodriguez: 95/5 health plan and \$3200 one-time payment to all employees.
- 476. Cinthia Espino: 95/5 health plan and \$3200 one-time payment to all employees.
- 477. John Jackson: 95/5 health plan and \$3200 one-time payment to all employees.
- 478. Melissa Leyva: 95/5 health plan and \$3200 one-time payment to all employees.
- 479. Jessica Cox: 95/5 health plan and \$3200 one-time payment to all employees.
- 480. Marisa Rodriguez: 95/5 health plan and \$3200 one-time payment to all employees.
- 481. Mary Sandoval: 95/5 health plan and \$3200 one-time payment to all employees.



482. Yvette Eamigh: 95/5 health plan and \$3200 one-time payment to all employees.
483. La Preya Stewart: 95/5 health plan and \$3200 one-time payment to all employees.
484. Lena Pilavian: 95/5 health plan and \$3200 one-time payment to all employees.
485. Bernadette Smith: 95/5 health plan and \$3200 one-time payment to all employees.
486. Lydia White: 95/5 health plan and \$3200 one-time payment to all employees.
487. Melody Drumm: 95/5 health plan and \$3200 one-time payment to all employees.
488. Esperanza Ramirez: 95/5 health plan and \$3200 one-time payment to all employees.
489. Coplandmelissa: 95/5 health plan and \$3200 one-time payment to all employees.
490. Andriana Cadenas: No comment provided.
491. Shelia Kelley: 95/5 health plan and \$3200 one-time payment to all employees.
492. Janice Cha: 95/5 health plan and \$3200 one-time payment to all employees.
493. Darlene Melander-Ellis: 95/5 health plan and \$3200 one-time payment to all employees.
494. Melody McCombs: 95/5 health plan and \$3200 one-time payment to all employees.
495. Eloisa Rios: 95/5 health plan and \$3200 one-time payment to all employees.
496. Jammie Barker: 95/5 health plan and \$3200 one-time payment to all employees.
497. Manilay Lounbandit: 95/5 health plan and \$3200 one-time payment to all employees.
498. Selena Moyle: 95/5 health plan and \$3200 one-time payment to all employees.
499. Nabor Uribe: 95/5 health plan and \$3200 one-time payment to all employees.
500. Molly Fang: 95/5 health plan and \$3200 one-time payment to all employees.
501. Kristina Morlet-Mongelli: 95/5 health plan and \$3200 one-time payment to all employees.
502. Tish Rice: 95/5 health plan and \$3200 one-time payment to all employees.
503. Karina Ortiz: 95/5 health plan and \$3200 one-time payment to all employees.
504. Chirley Yang: 95/5 health plan and \$3200 one-time payment to all employees.
505. Leticia Cervantes: 95/5 health plan and \$3200 one-time payment to all employees.
506. Margarita Rio Frio: 95/5 health plan and \$3200 one-time payment to all employees.
507. Catherine Calkins: 95/5 health plan and \$3200 one-time payment to all employees.
508. Susan R. Jimenez: 95/5 health plan and \$3200 one-time payment to all employees.
509. Carl D'Souza: 95/5 health plan and \$3200 one-time payment to all employees.
510. Bi Vang: 95/5 health plan and \$3200 one-time payment to all employees.
511. Kevin Herrera: 95/5 health plan and \$3200 one-time payment to all employees.
512. Sofia Perez: 95/5 health plan and \$3200 one-time payment to all employees.
513. Alicia Estrada-Correa: 95/5 health plan and \$3200 one-time payment to all employees.
514. Leslie Ramos: 95/5 health plan and \$3200 one-time payment to all employees.
515. Cynthia Piper: 95/5 health plan.
516. Rosa Lopez1: 95/5 health plan and \$3200 one-time payment to all employees.
517. Karen Peterson: Concerned district will not honor commitment to health care contribution.
518. Sharayah Veith: 95/5 health plan and \$3200 one-time payment to all employees.
519. Michelle Lee-Vang: 95/5 health plan and \$3200 one-time payment to all employees.
520. Rasamay Lee: 95/5 health plan and \$3200 one-time payment to all employees.
521. Lisa Gorans: 95/5 health plan and \$3200 one-time payment to all employees.
522. Alma Vargas-Lopez: 95/5 health plan and \$3200 one-time payment to all employees.
523. Andra Linder: 95/5 health plan and \$3200 one-time payment to all employees.
524. Emily Vang: 95/5 health plan and \$3200 one-time payment to all employees.
525. Lily Keokongmy: 95/5 health plan and \$3200 one-time payment to all employees.

- 526. Tracy Grubb: 95/5 health plan and \$3200 one-time payment to all employees.
- 527. Ajr: 95/5 health plan and \$3200 one-time payment to all employees.
- 528. Sharon Tevis: 95/5 health plan and \$3200 one-time payment to all employees.
- 529. Brenda McClain: 95/5 health plan and \$3200 one-time payment to all employees.
- 530. Jessica Simonetti: 95/5 health plan and \$3200 one-time payment to all employees.
- 531. Shawn Martinez: 95/5 health plan and \$3200 one-time payment to all employees.
- 532. Yia Xiong: 95/5 health plan and \$3200 one-time payment to all employees.
- 533. Christine De La Cruz: 95/5 health plan and \$3200 one-time payment to all employees.
- 534. Christine De La Cruz: Duplicate.
- 535. Don Somers: 95/5 health plan and \$3200 one-time payment to all employees.
- 536. Khou Cha: 95/5 health plan and \$3200 one-time payment to all employees.
- 537. Kathy McDonell: 95/5 health plan and \$3200 one-time payment to all employees.
- 538. Lance Bessey: 95/5 health plan and \$3200 one-time payment to all employees.
- 539. Rosa Rodriguez Martinez: 95/5 health plan and \$3200 one-time payment to all employees.
- 540. Vania Dela Torre: 95/5 health plan and \$3200 one-time payment to all employees.
- 541. Trish Renfro: 95/5 health plan and \$3200 one-time payment to all employees.
- 542. Kara Veith: 95/5 health plan and \$3200 one-time payment to all employees.
- 543. Jeannette Kaloki: 95/5 health plan and \$3200 one-time payment to all employees.
- 544. Melinda Galaviz: 95/5 health plan and \$3200 one-time payment to all employees.
- 545. Erica Tristan: 95/5 health plan and \$3200 one-time payment to all employees.
- 546. Laura MacBride: 95/5 health plan and \$3200 one-time payment to all employees.
- 547. Carolyn Hodge: 95/5 health plan and \$3200 one-time payment to all employees.
- 548. Mike Spencer: 95/5 health plan and \$3200 one-time payment to all employees.
- 549. Stacy Solis: 95/5 health plan and \$3200 one-time payment to all employees.
- 550. Michelle Tynan: 95/5 health plan and \$3200 one-time payment to all employees.
- 551. Edgardo Pacheco-Resto: 95/5 health plan and \$3200 one-time payment to all employees.
- 552. Jose Galaviz: 95/5 health plan and \$3200 one-time payment to all employees.
- 553. Salvador Lopez: A wasted opportunity to show good faith works.
- 554. Barbgio: 95/5 health plan and \$3200 one-time payment to all employees.
- 555. Brenda Mariucci: 95/5 health plan and \$3200 one-time payment to all employees.
- 556. Barbara Giometti: 95/5 health plan and \$3200 one-time payment to all employees.
- 557. Nou Thao: 95/5 health plan and \$3200 one-time payment to all employees.
- 558. Daniela Guerrero Hernandez: 95/5 health plan and \$3200 one-time payment to all employees.
- 559. Sara L. Medina-Baker: 95/5 health plan and \$3200 one-time payment to all employees.
- 560. Durrand Johnson: 95/5 health plan and \$3200 one-time payment to all employees.
- 561. Paj Lor: 95/5 health plan and \$3200 one-time payment to all employees.
- 562. Tania Gonzalez: 95/5 health plan and \$3200 one-time payment to all employees.
- 563. Amalia Gong-Chun: 95/5 health plan and \$3200 one-time payment to all employees.
- 564. Adriana Alcocer: 95/5 health plan and \$3200 one-time payment to all employees.
- 565. Virginia Guerra: 95/5 health plan and \$3200 one-time payment to all employees.
- 566. Nicole Vincent: 95/5 health plan and \$3200 one-time payment to all employees.
- 567. Kristina Ringo: 95/5 health plan and \$3200 one-time payment to all employees.

- 568. Diana Sayasane: 95/5 health plan and \$3200 one-time payment to all employees.
- 569. Bradley Jelmini: 95/5 health plan and \$3200 one-time payment to all employees.
- 570. Cecily Bevan Trueblood: 95/5 health plan and \$3200 one-time payment to all employees.
- 571. Duanu Vang: 95/5 health plan and \$3200 one-time payment to all employees.
- 572. Jessica George: 95/5 health plan and \$3200 one-time payment to all employees.
- 573. Shawn Simas: 95/5 health plan and \$3200 one-time payment to all employees.
- 574. Gabe: 95/5 health plan and \$3200 one-time payment to all employees.
- 575. Chelsea Shuman: 95/5 health plan and \$3200 one-time payment to all employees.
- 576. Brinkley Abercrombie: 95/5 health plan and \$3200 one-time payment to all employees.
- 577. Amanda Plumb: The attached snapshot reflects my views. (No snapshot provided.)

## **B. CONFERENCE/DISCUSSION AGENDA**

- B-16, 1) CONDUCT Public Hearing Determining Energy Services Agreements to be in the Best Interest of Fresno Unified School District, and ADOPT Resolution 20-21 Making Finding in Accordance with Government Code Section 4217.12(a)(1); and**  
**2) ADOPT Resolution 20-22 Approving Energy Services Agreements with FFP BTM Solar, LLC (ForeFront Power) for Development of Solar Energy Projects at 15 Elementary Schools and 6 Middle Schools, and Finding the Agreements to be in the Best Interest of Fresno Unified School District**

For the record, Board President Davis OPENED the public hearing at 6:57 p.m.

### **OPPORTUNITY for Public Comment**

For the record, the Board received zero submissions of public comment for Agenda Item B16.

For the record, Board President Davis CLOSED the public hearing at 7:08 p.m.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Major Slatic, Agenda Item B-16 was adopted by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, and Board President Davis. ABSENT: Board Clerk Thomas.

## **B-17, PRESENT and DISCUSS the 2021/22 Strategic Budget Development**

The Board of Education has discussed the Governor's proposed Budget and the potential impacts on Fresno Unified, as well as the strategic budget development process, at previous Board Meetings as follows: January 20, 2021, February 17, 2021, March 17, 2021, February 03, 2021, March 10, 2021, April 07, 2021, and April 21, 2021. On May 05, 2021 staff and the Board continued budget development discussions.

### **OPPORTUNITY for Public Comment**

For the record, the Board received 5 requests to address the Board and 70 submissions of public comment for Agenda Item B17. They are as follows:

#### Requests to Address the Board

1. Marisa Moraza: Divert funding from law enforcement to student support programs.
2. Alexandria Ramos-O'Casey: Divert funding from law enforcement to student support programs.
3. Stephanie Avalos Villa: Divert funding from law enforcement to student support programs.
4. Jasmine Leiva: Divert funding from law enforcement to student support programs.
5. Earl Aguilera: Divert funding from law enforcement to student support programs.

#### Submissions

1. David Paredes: Divert funding from police to student support programs.
2. Emily Brandt: Divert funding from law enforcement to student support programs.
3. Elisabeth Robledo: Divert funding from law enforcement to student support programs.
4. Summer Breault: Divert funding from law enforcement to student support programs.
5. Enrique Chavez: More funding for social programs.
6. Josh Corley: Divert funding from law enforcement to student support programs.
7. McKenna Reeve: Divert funding from law enforcement to student support programs.
8. Beck Costa: Divert funding from law enforcement to student support programs.
9. Patty Cappelluti: Divert funding from law enforcement to student support programs.
10. Dan Waterhouse: Divert funding from law enforcement to student support programs.
11. Marcus Winston: No officers on school campuses.
12. Gloria Hernandez; Divert funding from law enforcement to student support programs.
13. Wesley Flowers: Divert funding from law enforcement to student support programs.
14. Lakeysha Mattis: Building a bridge between officers and students.
15. Sean Bryan: Support for SNROs.
16. Sheila Wright: Support for officers.
17. Kehinde Solwazi: Divert funding from law enforcement to student support programs.
18. Isabel Belmontez: Divert funding from law enforcement to student support programs.
19. David Greenmyer: Support for maintaining the SNRO contract.
20. Shaterika (sp) Winston: Private security team rather than police on campus.
21. Randall Robinson: Support for maintaining the SNRO contract.
22. Amy Sepulveda: Divert funding from law enforcement to student support programs.
23. Alexis Gamino: Support for maintaining the SNRO contract.

24. Pao Vang: Support for maintaining the SNRO contract.
25. Maria Flores: No officers on school campuses but circling around radius of school.
26. Cali Nalchajian: Private unarmed security rather than police on campus.
27. Ivan Robles: Support for maintaining the SNRO contract.
28. Emily Melendez: Support for maintaining the SNRO contract.
29. Briana Zweifler: Divert funding from law enforcement to student support programs.
30. Janissa Aguiniga: Support for SNRO at school site.
31. Susan Gipson: Support for maintaining the SNRO contract.
32. Alonso Santo-Gonzalez: Divert funding from law enforcement to student support programs.
33. Alexandria Ramos O'Casey: Divert funding from law enforcement to student support programs.
34. Christian Enoch Lee: Support for maintaining the SNRO contract.
35. Xaiver: Divert funding from law enforcement to student support programs.
36. Grisanti Avendano: Divert funding from law enforcement to student support programs.
37. Jennifer Kanzler: Support for maintaining the SNRO contract.
38. Pamela Saenz: Divert funding from law enforcement to student support programs.
39. Michelle Salazar: Support for maintaining the SNRO contract.
40. Bobbi Burkhart: Shared positive story regarding SRO.
41. Kristy Ly: Divert funding from law enforcement to student support programs.
42. Alein (sp) Reed: Divert funding from law enforcement to student support programs.
43. Humberto Enriquez: Support for maintaining the SNRO contract.
44. James Stahl: Support for maintaining the SNRO contract.
45. Cecilia Aguayo: Support for maintaining the SNRO contract.
46. Mary Haskin: Support for maintaining the SNRO contract.
47. Bethanie Mills: Addressing Law Enforcement Violence as a Public Health Issue.
48. Cesilia Acevedo: Divert funding from law enforcement to student support programs.
49. Ricardo Gonzalez: Divert funding from law enforcement to student support programs.
50. Angelica Garcia: Support for maintaining the SNRO contract.
51. Jeannine K. Der Manouel: Support for maintaining the SNRO contract.
52. Anoush Ekparian: Support for maintaining the SNRO contract.
53. Cynthia Castro: Divert funding from law enforcement to student support programs.
54. Joanna C. Edwards: Divert funding from law enforcement to student support programs.
55. Julio Fisher: Support for maintaining the SNRO contract.
56. Trinity Garza: Divert funding from law enforcement to student support programs.
57. John Beynon: Divert funding from law enforcement to student support programs.
58. Marissa Corpus: Divert funding from law enforcement to student support programs.
59. Patricia Wells: Divert funding from law enforcement to student support programs.
60. Stacy Williams: Divert funding from law enforcement to student support programs.
61. Sarah K. Hutchinson: Divert funding from law enforcement to student support programs.
62. Makena Coon: Divert funding from law enforcement to student support programs.
63. Bethzy Garcia: Divert funding from law enforcement to student support programs.

- 64. Christina Olague: Divert funding from law enforcement to student support programs.
- 65. Magdalena Gonzalez: Divert funding from law enforcement to student support programs.
- 66. Ricardo Fonseca: Divert funding from law enforcement to student support programs.
- 67. CL Ayala: Divert funding from law enforcement to student support programs.
- 68. Ebony Easter: Support for maintaining the SNRO contract.
- 69. Edward Vinson: Support for maintaining the SNRO contract.
- 70. Cesilia Acevedo: Divert funding from law enforcement to student support programs.

#### **C. RECEIVE INFORMATION & REPORTS**

For the record the Board received items C-18 and C-19.

#### **D. ADJOURNMENT**

Board President Davis ADJOURNED the meeting at 8:45 p.m.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-4**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT:** Adopt Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District

**ITEM DESCRIPTION:** Included in the Board binders are Resolutions 20-25 through 20-49 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District. These resolutions will be effective for the period beginning May 19, 2021, until revoked or superseded.

Signature Resolutions are updated periodically to reflect changes in staff and/or Board of Education Members.

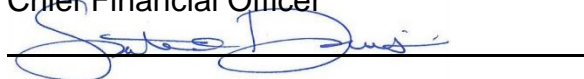
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Kim Kelstrom  
Executive Officer

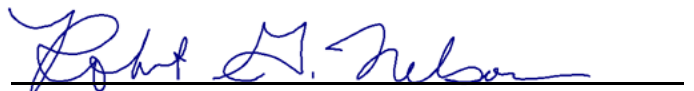


**DIVISION:** Administrative Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Santino Danisi  
Chief Financial Officer



**SUPERINTENDENT APPROVAL:**





**FRESNO UNIFIED SCHOOL DISTRICT  
REGULAR BOARD MEETING AGENDA  
May 19, 2021**

ADOPT Resolutions No. 20-25 through No. 20-49 delineating district agents to sign documents for the period beginning May 19, 2021 until revoked or superseded for operational purposes.

The accompanying RESOLUTIONS are standard RESOLUTIONS presented for adoption. All RESOLUTIONS will be effective until revoked or superseded. The Administrative Services Division will review them at least once a year to make certain they are current and conform to any changes in the law.

**RESOLUTIONS:**

- |           |   |
|-----------|---|
| No. 20-25 | Supersedes Resolution No. 17-16 authorizing agents to execute contracts for non-public school agreements  |
| No. 20-26 | Supersedes Resolution No. 20-07 authorizing agents to sign on behalf of Fresno Unified School District  |
| No. 20-27 | Supersedes Resolution No. 19-05 designating Custodian of Cafeteria Account  |
| No. 20-28 | Supersedes Resolution No. 19-06 authorizing designated agents, on behalf of Fresno Unified District, to sign various documents affecting district funds |
| No. 20-29 | Supersedes Resolution No. 19-32 authorizing agents to sign legal documents required by the State of California Department of Motor Vehicles             |
| No. 20-30 | Supersedes Resolution No. 20-08 authorizing agents to sign School Site Acquisition documents  |
| No. 20-31 | Supersedes Resolution No. 17-25 authorizing agents for State School Building Program  |
| No. 20-32 | Supersedes Resolution No. 17-26 authorizing agents for Support of State Project Funding Applications and Name Designated District Representatives       |
| No. 20-33 | Supersedes Resolution No. 17-27 authorizing agents for Sales of Real Property   |
| No. 20-34 | Supersedes Resolution No. 20-11 authorizing agents on Purchase Orders   |
| No. 20-35 | Supersedes Resolution No. 20-09 authorizing agents to Acquire Federal Surplus Property  |
| No. 20-36 | Supersedes Resolution No. 20-10 authorizing State Department of General Services to Purchase Materials, Equipment, or Supplies for District use         |



## RESOLUTIONS:

- No. 20-37      Supersedes Resolution No. 19-17 authorizing designated agents for the State Tax Deposit Account with Bank of the West
- No. 20-38      Supersedes Resolution No. 19-04 authorizing designated agents for Revolving Cash Fund with Bank of the West
- No. 20-39      Supersedes Resolution No. 19-07 authorizing designated agents for Fresno Adult School Revenue Account with Bank of the West
- No. 20-40      Supersedes Resolution No. 19-08 authorizing designated agents for Extended Day Credit Card Clearing Account with Bank of the West
- No. 20-41      Supersedes Resolution No. 19-09 authorizing designated agents for the Employee Insurance Benefit Account with Bank of the West
- No. 20-42      Supersedes Resolution No. 19-10 authorizing designated agents for the processing of Electronic Fund Transfer for Payroll Checks with Bank of the West
- No. 20-43      Supersedes Resolution No. 19-11 authorizing designated agents for the Federal Tax Deposit Account with Bank of the West
- No. 20-44      Supersedes Resolution No. 19-12 authorizing agents for the School Site Checking Account with Educational Employees Credit Union
- No. 20-45      Supersedes Resolution No. 19-13 authorizing designated agents for Cash Management Services with Bank of the West
- No. 20-46      Supersedes Resolution No. 19-14 authorizing designated agents for the Commercial Card Accounts with Commerce Bank
- No. 20-47      Authorizing designated agents for the Associated Student Body Accounts with Bank of the West
- No. 20-48      Authorizing designated agents for General Accounting Deposits with Bank of the West
- No. 20-49      Authorizing designated agents for the processing of Electronic Fund Transfer for Employee Reimbursements with Bank of the West

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

**RESOLUTION 20-25**

On motion of Trustee Islas, seconded by  
Trustee Thomas, RESOLUTION NO. 20-25 was adopted as  
follows:

**BE IT RESOLVED**, by the governing board of the Fresno Unified School District and  
hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent  
Misty Her, Deputy Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Mecum, Chief Academic Officer, School Leadership

be authorized as District Authorized Agents to execute contracts for non-public school  
agreements.

This RESOLUTION revokes and supersedes Resolution No.17-16 and is effective on May  
19, 2021 or until revoked or superseded.

**PASSED AND ADOPTED**, this 19<sup>th</sup> day of May 2021, by the governing board of the  
Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the governing board of Fresno Unified School  
District of Fresno County, California, do hereby certify that the foregoing is a full, true and  
correct copy of a Resolution adopted by the said board at a regular meeting thereof held  
at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-26**

On motion of Trustee Islas, seconded by Trustee Thomas, RESOLUTION NO. 20-26 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that:

Valerie F. Davis, President, Board of Education  
Keshia Thomas, Clerk of the Board  
Claudia Cazares, Board of Education  
Genoveva Islas, Board of Education  
Elizabeth Jonasson Rosas, Board of Education  
Carol Mills, J.D., Board of Education  
Major Terry Slatic USMC (Retired), Board of Education  
Robert G. Nelson, Ed.D., Superintendent or  
Santino Danisi, Chief Financial Officer, Administrative Services

be authorized as fiscal agents to sign orders, warrants, contracts, budgets, budget transfers, or other papers for and on behalf of the school district, when the same are required or authorized to be signed in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective May 19, 2021.

**BE IT FURTHER RESOLVED**, and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services

be authorized as fiscal agents to approve electronic business transactions, including budget transfers, in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective May 19, 2021.

**BE IT FUTURE RESOLVED**, and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Paul Idsvoog, Chief, Human Resources/Labor Relations

be authorized as fiscal agents to sign payroll and personnel records, orders and reports.

Resolution No. 20-26

This RESOLUTION revokes and supersedes Resolution No. 20-07 and is effective on May 19, 2021 until revoked or superseded.

**PASSED AND ADOPTED**, this 19<sup>th</sup>. day of May 2021, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0


ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District





**FRESNO UNIFIED SCHOOL DISTRICT  
CERTIFICATION OF SIGNATURES**

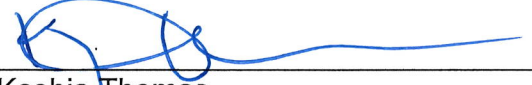
I, Robert G. Nelson, Secretary of the Board of Education of the Fresno Unified School District of Fresno County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district.


These approved signatures will be considered valid for the period of May 19, 2021, until revoked or superseded.

Date of Board Action: May 19, 2021.


Signature   
Robert G. Nelson, Ed.D  
Secretary to the Board


Signatures of Member of Board:  
Signature   
Valerie F. Davis  
President of the Board of Education


Signature   
Keshia Thomas  
Clerk of the Board of Education

Signature   
Claudia Cazares  
Member of the Board of Education

Signature   
Genoveva Islas  
Member of the Board of Education

Signature   
Elizabeth Jonasson Rosas  
Member of the Board of Education

Signature   
Carol Mills, J.D.  
Member of the Board of Education

Signature   
Major Terry Slatik USMC (Retired)  
Member of the Board of Education

The signatures of the majority of the members of the governing board constitute authority to sign orders of the school district in the event duly authorized staff agents are unable to do so.

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

**RESOLUTION NO. 20-27**

On motion of Trustee Isias, seconded by Trustee Thomas, RESOLUTION NO. 20-27 was adopted as follows:

**BE IT RESOLVED**, by the governing board of the Fresno Unified School District and hereby ordered that:

**WHEREAS**, a School Lunch and Breakfast Program and a Special Milk Project have been established by the California State Department of Education in cooperation with the Federal Government.

**BE IT THEREFORE RESOLVED**, by the Board of Education of the Fresno Unified School District and hereby ordered that:

The District's cafeterias extend their participation in these programs for the 1993-94 fiscal year and each year thereafter until revoked, utilizing the benefits of the programs to the best advantage.

**IT IS FURTHER RESOLVED**, that the Superintendent, pursuant to Education Code Section 39893, be designated to have custody of the Cafeteria Account and shall be responsible for collection and payment into the account of all monies required to be paid into the account and all expenditures there from, subject to such regulations as the governing board prescribes. The Superintendent shall cause to be prepared and filed all necessary reports and claims for reimbursement applicable to the above program.

**IT IS FURTHER RESOLVED**, that checks drawn on the Cafeteria Account shall be signed by two of the following persons:

Robert G. Nelson, Ed.D., Superintendent  
Misty Her, Deputy Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin Temple, Chief Operations Officer, Operational Services  
Kim Mecum, Chief Academic Officer, School Leadership  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services  
Matthew Richmond, Director, Fiscal Services

**IT IS FURTHER RESOLVED**, that Cafeteria Reports shall be signed by two of the following persons:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin Temple, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 19-05 and is effective May 19, 2021 until revoked or superseded.

Resolution No. 20-27

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

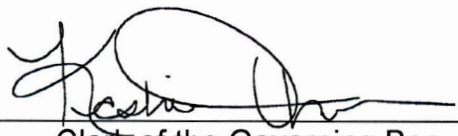
ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District



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

**RESOLUTION NO. 20-28**

On motion of Trustee Islas, seconded by Trustee Thomas, RESOLUTION NO. 20-28 was adopted as follows:

**BE IT RESOLVED**, by the governing board of the Fresno Unified School District and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent  
Misty Her, Deputy Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Mecum, Chief Academic Officer, School Leadership  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services  
Matthew Richmond, Director, Fiscal Services

be authorized to execute affidavit for lost warrants and to order fund transfers, including direct and indirect cost allocation transfers, (electronic, warrant and/or journal entry) between the various funds of the District in order to provide responsible fiscal management of the respective funds in accordance with the Education Code and Board of Education Policies and Administrative Regulations.

General Fund  
Charter School Fund  
Adult Education Funds  
Child Development Funds  
Cafeteria Funds  
Internal Service Funds  
Capital Project Funds  
Debt Service Funds

**BE IT FURTHER RESOLVED**, that quarterly reports of said fund transfers shall be presented to the Board of Education for ratification.

This RESOLUTION revokes and supersedes Resolution No. 19-06 and is effective on May 19, 2021 until revoked or superseded.

**PASSED AND ADOPTED**, this 19<sup>th</sup> day of May 2021 by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0





Resolution No. 20-28

STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-29**

On motion of Trustee Isias Thomas, seconded by Trustee Thomas, RESOLUTION NO. 20-29 was adopted as follows:

**BE IT RESOLVED**, by the governing board of the Fresno Unified School District and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin Temple, Chief Operations Officer, Operational Services  
Ann Loorz, Executive Director, Purchasing  
Reginald Ruben, Director, Transportation

be authorized to sign legal documents by the California State Department of Motor Vehicles for any School District vehicle.

This RESOLUTION revokes and supersedes Resolution No. 19-32 and is effective on May 19, 2021 until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-30**

On motion of Trustee Isias, seconded by Trustee Thomas, RESOLUTION NO. 20-30 was adopted as follows:

**BE IT RESOLVED** by the governing board of the Fresno Unified School District and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin Temple, Chief Operations Officer, Operational Services  
Ann Loorz, Executive Director, Purchasing

be authorized to sign the following School Site Acquisition documents that are not otherwise required to be signed by the Superintendent or Chief Financial Officer and that are approved by policy of the Board of Education: Determination of Fair Market Value, Purchase Contracts, Memorandum of Settlement, Claim for Rental Assistance Payment, Claim for Replacement Housing, Claim for Moving Expense, and Certificate of Acceptance of Grant Deed.

This RESOLUTION revokes and supersedes Resolution No. 20-08 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.



Clerk of the Governing Board of  
Fresno Unified School District



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

**RESOLUTION NO. 20-31**

On motion of Trustee Islas, seconded by Trustee Thomas, RESOLUTION NO. 20-31 was adopted as follows:

**BE IT RESOLVED**, by the governing board of the Fresno Unified School District and hereby ordered that:

**WHEREAS**, the Board of Education of the Fresno Unified School District, 2309 Tulare Street, Fresno, California, County of Fresno, desires to make the "Authorized Agents" to act for said school district in matters pursuant to Chapter 10 of Division 14 of the Education Code (State School Building Aid Law of 1952);

**NOW THEREFORE BE IT RESOLVED**, that until further action of this body, the following one or more persons are authorized to act individually as Authorized Agent or Agents on behalf of the aforementioned school district in all matters pursuant to Chapter 10 of Division 14 of the Education Code, other than those requiring action by the Governing Body of this school district;

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin Temple, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 17-25 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED** this 19th day of May 2021, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

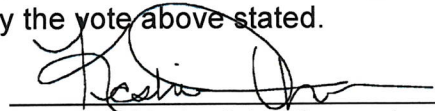
ABSENT: 0

STATE OF CALIFORNIA)  
COUNTY OF FRESNO )



I, Keshia Thomas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19th day of May 2021.

  
Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-32  
IN SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING  
AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS**

On motion of Trustee Isias, seconded by  
Trustee Thomas RESOLUTION NO. 20-32 was adopted as follows:

**WHEREAS**, the Fresno Unified School District intends to file applications for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code; and

**WHEREAS**, a condition of processing the various applications under the School Facility Program is a resolution in support of those applications from the Fresno Unified School District Board of Education and signatures of the Fresno Unified School District Administration; and

**WHEREAS**, the Fresno Unified School District wishes to submit applications for eligibility determination and funding and any other applications for the following schools as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code as necessary for programs including, but not limited to, career technical education, modernization and new construction:

Addams Elementary School	New Construction/Modernization
Addicott Elementary School	New Construction/Modernization
Anthony Elementary School	New Construction/Modernization
Ayer Elementary School	New Construction/Modernization
Aynsworth Elementary School	New Construction/Modernization
Bakman Elementary School	New Construction/Modernization
Balderas Elementary School	New Construction/Modernization
Bethune Elementary School	New Construction/Modernization
Birney Elementary School	New Construction/Modernization
Burroughs Elementary School	New Construction/Modernization
Calwa Elementary School	New Construction/Modernization
Centennial Elementary School	New Construction/Modernization
Columbia Elementary School	New Construction/Modernization
Dailey Elementary School	New Construction/Modernization
Del Mar Elementary School	New Construction/Modernization
Easterby Elementary School	New Construction/Modernization
Eaton Elementary School	New Construction/Modernization
Ericson Elementary School	New Construction/Modernization
Ewing Elementary School	New Construction/Modernization
Figarden Elementary School	New Construction/Modernization
Forkner Elementary School	New Construction/Modernization
Fremont Elementary School	New Construction/Modernization
Gibson Elementary School	New Construction/Modernization
Greenberg Elementary School	New Construction/Modernization
Heaton Elementary School	New Construction/Modernization
Hidalgo Elementary School	New Construction/Modernization
Holland Elementary School	New Construction/Modernization
Homan Elementary School	New Construction/Modernization
Jackson Elementary School	New Construction/Modernization
Jefferson Elementary School	New Construction/Modernization
Juan Felipe Herrera Elementary School	New Construction/Modernization
King Elementary School	New Construction/Modernization
Kirk Elementary School	New Construction/Modernization
Kratt Elementary School	New Construction/Modernization
Lane Elementary School	New Construction/Modernization

Resolution No. 20-32

Lawless Elementary School	New Construction/Modernization
Leavenworth Elementary School	New Construction/Modernization
Lincoln Elementary School	New Construction/Modernization
Lowell Elementary School	New Construction/Modernization
Malloch Elementary School	New Construction/Modernization
Manchester GATE	New Construction/Modernization
Mayfair Elementary School	New Construction/Modernization
McCardle Elementary School	New Construction/Modernization
Muir Elementary School	New Construction/Modernization
New Southeast Elementary School	New Construction/Modernization
Norseman Elementary School	New Construction/Modernization
Olmos Elementary School	New Construction/Modernization
Phoenix Elementary Academy	New Construction/Modernization
Powers Elementary School	New Construction/Modernization
Pyle Elementary School	New Construction/Modernization
Robinson Elementary School	New Construction/Modernization
Roeding Elementary School	New Construction/Modernization
Rowell Elementary School	New Construction/Modernization
Slater Elementary School	New Construction/Modernization
Starr Elementary School	New Construction/Modernization
Storey Elementary School	New Construction/Modernization
Sunset Elementary School	New Construction/Modernization
Thomas Elementary School	New Construction/Modernization
Turner Elementary School	New Construction/Modernization
Vang Pao Elementary School	New Construction/Modernization
Viking Elementary School	New Construction/Modernization
Vinland Elementary School	New Construction/Modernization
Webster Elementary School	New Construction/Modernization
Williams Elementary School	New Construction/Modernization
Wilson Elementary School	New Construction/Modernization
Winchell Elementary School	New Construction/Modernization
Wishon Elementary School	New Construction/Modernization
Wolters Elementary School	New Construction/Modernization
Yokomi Elementary School	New Construction/Modernization
Ahwahnee Middle School	New Construction/Modernization
Baird Middle School	New Construction/Modernization
Bullard Talent K-8	New Construction/Modernization
Computech Middle School	New Construction/Modernization
Cooper Academy Middle School	New Construction/Modernization
Fort Miller Middle School	New Construction/Modernization
Gaston Middle School	New Construction/Modernization
Hamilton K-8	New Construction/Modernization
Kings Canyon Middle School	New Construction/Modernization
Scandinavian Middle School	New Construction/Modernization
Sequoia Middle School	New Construction/Modernization
Tehipite Middle School	New Construction/Modernization
Tenaya Middle School	New Construction/Modernization
Terronez Middle School	New Construction/Modernization
Tioga Middle School	New Construction/Modernization
Wawona Middle School	New Construction/Modernization
Yosemite Middle School	New Construction/Modernization
Bullard High School	New Construction/Modernization/Career Tech Ed
Cambridge High School	New Construction/Modernization/Career Tech Ed
CART High School	New Construction/Modernization/Career Tech Ed
Design Science High School	New Construction/Modernization/Career Tech Ed
DeWolf High School	New Construction/Modernization/Career Tech Ed
Duncan Polytechnical High School	New Construction/Modernization/Career Tech Ed
Edison High School	New Construction/Modernization/Career Tech Ed
Fresno High School	New Construction/Modernization/Career Tech Ed
Hoover High School	New Construction/Modernization/Career Tech Ed



Resolution No. 20-32

McLane High School  
Patiño Entrepreneurial High School  
Phoenix Secondary Academy  
Rata 7-12  
Roosevelt High School  
Sunnyside High School  
Adult Transitions Program  
Cesar Chavez Adult School  
Fulton School  
J.E. Young Academic Center

New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed  
New Construction/Modernization/Career Tech Ed

**NOW, THEREFORE, BE IT RESOLVED**, the Fresno Unified School District Board of Education is in support of necessary applications under the School Facility Program and that the individuals identified below are hereby designated as District representatives and are hereby authorized and directed to file, on behalf of the District, all documents and papers associated with the applications for funding:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin S. Temple, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 17-26 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED** this 19th day of May 2021, by Board of Education of the Fresno Unified School District of Fresno County, California by the following vote:

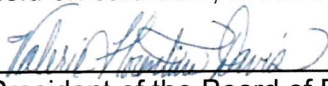
AYES: 7

NOES: 0

ABSTAIN: 0

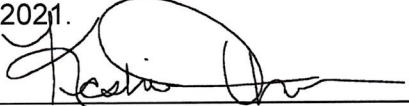
ABSENT: 0

I, Valerie F. Davis, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

  
\_\_\_\_\_  
President of the Board of Education  
Fresno Unified School District

I, Keshia Thomas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 19th day of May 2021, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 19th day of May 2021.

  
\_\_\_\_\_  
Clerk of the Board of Education  
Fresno Unified School District



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

**RESOLUTION NO. 20-33**

On motion of Trustee Islas, seconded by Trustee Thomas, RESOLUTION NO. 20-33 was adopted as follows:

**BE IT RESOLVED**, by the governing board of the Fresno Unified School District and hereby ordered that:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin Temple, Chief Operations Officer, Operational Services

and their designees are authorized as District Authorized Agents for purchase or sale of Real Property and, for related real property interests, and are further authorized to execute agreements, deeds, certificates, and other documents pertaining to the purchase or sale of all real property and interests in real property to be sold or purchased by the District, without further Board approval, so long as the property or property interest has a value of \$10,000 or less.

This RESOLUTION revokes and supersedes Resolution 17-27 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED**, this 19<sup>th</sup> day of May 2021, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0


ABSENT: 0

STATE OF CALIFORNIA)  
COUNTY OF FRESNO )




Valerie F. Davis, President of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19th day of May 2021.

  
\_\_\_\_\_  
President of the Governing Board of  
Fresno Unified School District

**RESOLUTION NO. 20-34**

  
Clerk of the Governing Board of  
Fresno Unified School District



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

**RESOLUTION NO. 20-35**

On motion of Trustee Isias Thomas, seconded by Trustee \_\_\_\_\_, RESOLUTION NO. 20-35 was adopted as follows:

**BE IT RESOLVED**, by the governing board of the Fresno Unified School District and hereby ordered that:

**WHEREAS**, in order to acquire surplus property with a government acquisition cost of either \$2,500 and over, or under \$2,500, in accordance with Section II of the California Educational Agency for Surplus Property Plan of Operation, as amended, filed with, and approved by the Department of Health, Education and Welfare.

**BE IT FURTHER RESOLVED**, that:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin Temple, Chief Operations Officer, Purchasing Operational Services  
Ann Loorz, Executive Director, Purchasing

be authorized as representatives to acquire surplus property from the California State Education Agency for Surplus Property.

This RESOLUTION revokes and supersedes Resolution No. 20-09 and is effective on May 19, 2021 until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-36**

On motion of Trustee Islas, seconded by Trustee Thomas, RESOLUTION NO. 20-36 was adopted as follows:

**BE IT RESOLVED**, by the governing board of the Fresno Unified School District and hereby ordered that:

The office of Procurement, Department of General Services of the State of California be authorized to purchase materials, equipment, or supplies and all other items bid for and on behalf of the Fresno Unified School District pursuant to Section 14814, Government Code, and that

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Karin Temple, Chief Operations Officer, Operational Services  
Ann Loorz, Executive Director, Purchasing

are hereby authorized and directed to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of Fresno Unified School District.

This RESOLUTION revokes and supersedes Resolution No. 20-10 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District

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

**Resolution No. 20-37**

On motion of Trustee Is las, seconded by Trustee Thomas, RESOLUTION NO. 20-37 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its State Tax Deposit Account. Transactions shall be initiated by one of the following District agents:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services  
Steven Shubin, Executive Director, Payroll

This RESOLUTION revokes and supersedes Resolution No. 19-17 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
Clerk of the Governing Board of  
Fresno Unified School District



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

**RESOLUTION NO. 20-38**

On motion of Trustee Isias Thomas, seconded by Trustee \_\_\_\_\_, RESOLUTION NO. 20-38 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that checks drawn on the Fresno Unified School District Revolving Cash Fund shall be signed by two of the following persons:

Robert G. Nelson, Ed.D., Superintendent  
Misty Her, Deputy Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Mecum, Chief Academic Officer, School Leadership  
Kim Kelstrom, Executive Officer, Fiscal Services  
Steven Shubin, Executive Director, Payroll  
Kaleb Neufeld, Director, Fiscal Services  
Matthew Richmond, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 19-04 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED**, this 19<sup>th</sup> day of May 2021, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-39**

On motion of Trustee Islas, seconded by Trustee Thomas, RESOLUTION NO. 20-39 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its Fresno Adult School Revenue Account. Transactions shall be initiated by two of the following District agents:

Misty Her, Deputy Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Mecum, Chief Academic Officer, School Leadership  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services  
Matthew Richmond, Director, Fiscal Services  
Raine Bumatay, Principal, Adult School  
Gary Schlueter, Vice Principal II, Adult School  
Keda Buttles, Vice Principal II, Adult School  
Rodney Branch, Vice Principal II, Adult School

This RESOLUTION revokes and supersedes Resolution No. 19-07 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED**, this 19<sup>th</sup> day of May 2021, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0





Resolution No. 20-39

STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Board of Education of the Fresno Unified School District of Fresno County, California, do hereby certify that the following is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at that time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-40**

On motion of Trustee Isias Thomas, seconded by Trustee Thomas, RESOLUTION NO. 20-40 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its Extended Day Credit Card Clearing Account. Transactions shall be initiated by two of the following District agents:

Misty Her, Deputy Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Mecum, Chief Academic Officer, School Leadership  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services  
Matthew Richmond, Director, Fiscal Services  
Connie Cha, Director, College & Career Readiness  
Helder Pinheiro, Manager II, College & Career Readiness

This RESOLUTION revokes and supersedes Resolution No. 19-08 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the following is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-41**

On motion of Trustee Isias Thomas, seconded by Trustee Thomas, RESOLUTION NO. 20-41 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designated depository and (including its correspondent banks) of this District is hereby requested, authorized and directed to honor all checks, drafts, or other orders for payment of less than \$10,000 of money drawn in this District's name on its Employee Insurance Benefit Account when bearing or purporting to bear the facsimile signature of the following Delta Health Systems staff:

William Michael Stemler

**BE IT FURTHER RESOLVED**, that any check, draft, or other orders for payment of an amount of \$10,000 or more of money drawn in this District's name in its Employee Insurance Benefit Account shall have one of the following District agent's original signature on the instrument as a co-signer:

Robert G. Nelson, Ed.D., Superintendent  
Misty Her, Deputy Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Mecum, Chief Academic Officer, School Leadership  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services  
Matthew Richmond, Director, Fiscal Services

**BE IT FURTHER RESOLVED**, that the Bank of the West (including its correspondent banks) shall be entitled to honor and to charge this District for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual purported facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signature or signatures resembled the facsimile specimen from time to time filed with the Bank of the West by the Chief Financial Officer of this District.

This RESOLUTION revokes and supersedes Resolution No. 19-09 and is effective May 19, 2021 until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0

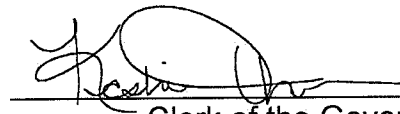


Resolution No. 20-41

STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
Clerk of the Governing Board of  
Fresno Unified School District



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

**RESOLUTION NO. 20-42**

On motion of Trustee Islas, seconded by Trustee Thomas, RESOLUTION NO. 20-42 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to establish a bank account for the processing of electronic fund transfer for payroll checks for Fresno Unified School District. Transactions shall be initiated by two of the following District agents:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Steven Shubin, Executive Director, Payroll  
Kaleb Neufeld, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 19-10 and is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

Clerk of the Governing Board of  
Fresno Unified School District

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

**Resolution No. 20-43**

On motion of Trustee Isias, seconded by Trustee Thomas, RESOLUTION NO. 20-43 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its Federal Tax Deposit Account. Transactions shall be initiated by one of the following District agents:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Steven Shubin, Executive Director, Payroll  
Kaleb Neufeld, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 19-11 and is effective on May 19, 2021, or until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-44**

On motion of Trustee Isias Thomas, seconded by Trustee Thomas, RESOLUTION NO. 20-44 was adopted as follows:

**BE IT RESOLVED** by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Educational Employees Credit Union (EECU) as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to maintain a bank account for the processing of the districts school site checking accounts for Fresno Unified School District. Transactions shall be initiated by any of the following District agents:

Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 19-12 and is effective on May 19, 2021, or until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7  
NOES: 0  
ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District



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

**CORPORATE/ASSOCIATION RESOLUTION NO. 20-45**

On motion of Trustee Isias, seconded by Trustee Thomas, RESOLUTION NO. 20-45 was adopted as follows:

BE IT RESOLVED by the Governing Board of the Fresno Unified School District is authorized to enter into any cash management services agreements with Bank of the West, to designate from time to time persons, in such number as may be directed, to manage any cash management services and otherwise give instructions regarding the organization's cash management service(s) by the following person(s) acting independently:

Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 19-13 and is effective on May 19, 2021, until revoked or superseded and notice of such revocation or superseding has been given to Bank of the West at 515 E Shaw Ave Fresno CA 93710.

PASSED AND ADOPTED this 19<sup>th</sup> day of May 2021, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0


ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I Robert G. Nelson, Ed.D., authorized agent of the following Governing Board of Fresno Unified School District, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021

  
Secretary of the Governing Board  
of Fresno Unified School District

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

**RESOLUTION NO. 20-46**

RESOLUTION FOR ADOPTION TO                    )  
OBTAIN COMMERCIAL CARD ACCOUNTS        )

The undersigned, Clerk, of the Fresno Unified School District Governing Board, Fresno, California ("District"), political subdivision of state, does hereby certify that this resolution set forth below ("resolution") was duly and regularly passed and adopted by the Governing Board of District, at a meeting duly called, on the 7<sup>th</sup> day of August 2019, and such resolution is still in full force and effect and has not been amended or revoked.

**RESOLVED**, that any one of the following:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services

be and each hereby is authorized, directed and empowered to establish commercial card accounts ("Accounts") with Commerce Bank, N.A. (Kansas City, Missouri) (herein called "Commerce"), to incur debt (in the form of a line of credit established by Commerce for District) associated with the Accounts, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

This RESOLUTION revokes and supersedes Resolution 19-14 and is effective on May 19, 2021, until revoked or superseded.

**FURTHER RESOLVED**, that any one of the foregoing named officers of District may from time to time request Commerce to issue commercial cards to any person in connection with any of the Accounts.

**FURTHER RESOLVED**, that any one of the foregoing named officers of District may from time to time appoint an Administrator to assist Commerce in the administration of the Program as provided in the Agreement (each such term as defined in the Agreement).


**FURTHER RESOLVED**, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.

Resolution No. 20-46

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officers authorized to sign for District by authority of these resolutions.

**SPECIMEN SIGNATURES:**

Robert G. Nelson, Ed.D.  
Superintendent

  
Signature

Santino Danisi  
Chief Financial Officer

  
Signature

Kim Kelstrom  
Executive Officer, Fiscal Services

  
Signature

Kaleb Neufeld  
Director, Fiscal Services

  
Signature

AYES: 7  
NOES: 0  
ABSENT: 0


(SEAL)



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-47**

On motion of Trustee Islas, seconded by Trustee Thomas, RESOLUTION NO. 20-47 was adopted as follows:

**BE IT RESOLVED** by the Governing Board of the Fresno Unified School District and hereby ordered that:

Bank of the West as designed depository and of this District is hereby requested, authorized, and directed to maintain a bank account for the processing of the Associated Student Body Accounts for Fresno Unified School District. Transactions shall be initiated by any of the following District agents:

Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services

This RESOLUTION is effective on May 19, 2021, or until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7  
NOES: 0  
ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

Clerk of the Governing Board of  
Fresno Unified School District



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

**RESOLUTION NO. 20-48**

On motion of Trustee Isias Thomas, seconded by Trustee \_\_\_\_\_, RESOLUTION NO. 20-48 was adopted as follows:

**BE IT RESOLVED** by the Governing Board of the Fresno Unified School District and hereby ordered that:

Bank of the West as designed depository and of this District is hereby requested, authorized, and directed to maintain a bank account for the processing of General Accounting Deposits for Fresno Unified School District. Transactions shall be initiated by any of the following District agents:

Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Kaleb Neufeld, Director, Fiscal Services

This RESOLUTION is effective on May 19, 2021, or until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District

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

**RESOLUTION NO. 20-49**

On motion of Trustee Isias, seconded by Trustee Thomas, RESOLUTION NO. 20-49 was adopted as follows:

**BE IT RESOLVED**, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The Bank of the West as designed depository and of this District is hereby requested, authorized, and directed to establish a bank account for the processing of electronic fund transfer for employee reimbursements for Fresno Unified School District. Transactions shall be initiated by two of the following District agents:

Robert G. Nelson, Ed.D., Superintendent  
Santino Danisi, Chief Financial Officer, Administrative Services  
Kim Kelstrom, Executive Officer, Fiscal Services  
Steven Shubin, Executive Director, Payroll  
Kaleb Neufeld, Director, Fiscal Services

This RESOLUTION is effective on May 19, 2021, until revoked or superseded.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May 2021, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0



STATE OF CALIFORNIA)  
COUNTY OF FRESNO )

I, Keshia Thomas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 19<sup>th</sup> day of May 2021.

  
\_\_\_\_\_  
Clerk of the Governing Board of  
Fresno Unified School District



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-5**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT:** Adopt Resolution 20-23, Requesting an Exemption from the Education Code Definition of “School Building” for an Academic Center for Suspended Students through the African American Academic Acceleration Program

**ITEM DESCRIPTION:** Included in the Board binders and recommended for adoption is Resolution 20-23, and State Allocation Board (SAB) Exemption Request form, to request an exemption from the definition of a “school building” for the Saint Rest Baptist Church buildings located at 1550 E. Rev. Chester Riggins Avenue in Fresno. The exemption request is to utilize the buildings for an Academic Center for Suspended Students by the African American Academic Acceleration Program for a two-year period beginning August 16, 2021.

Education Code Section 17283 requires that school buildings be approved by the Division of the State Architect (DSA). However, there is an opportunity for an exemption for buildings to operate without DSA approval provided they comply with local building code and serve fewer than 25 students at one time. The exemption request indemnifies and holds harmless the State of California. Pending Board approval, the Resolution and Exemption Request will be submitted to the SAB for approval.

This will be the second Academic Center for Suspended Students. Currently the district is operating a tutoring center at Bethesda Church, located at 3723. E. Dakota Avenue in Fresno, for which an exemption request was approved by the Board on March 18, 2020, for a two-year period.

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

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

**DIVISION:** Operational Services

**PHONE NUMBER:** (559) 457-3134

**CABINET APPROVAL:** Karin Temple,  
Chief Operating Officer

**SUPERINTENDENT APPROVAL:**





**RESOLUTION NO 20-23**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
FRESNO UNIFIED SCHOOL DISTRICT REQUESTING  
A RENEWAL EXEMPTION FROM THE DEFINITION OF  
"SCHOOL BUILDING" IN EDUCATION CODE SECTION 17283**

**WHEREAS**, the District is applying for a new request for an exemption from the definition of "school building" in Education Code Section 17283; and

**WHEREAS**, buildings with an approved Exemption Request remain subject to the provisions of the School Facilities Program and are included in the District's Gross Classroom Inventory; and

**WHEREAS**, the District is requesting to utilize the leased building from August 16, 2021 to August 16, 2023, and

**WHEREAS**, the District is requesting approval from the State Allocation Board to use the following building(s) for educational purposes;

**Saint Rest Baptist Church  
1550 E. Reverend Chester Riggins Avenue  
Fresno, California 93706**

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Fresno Unified School District as follows:

**Section 1.** The District agrees to indemnify, defend and hold the State of California, its officers and employees harmless from any legal claims that may arise from the use of said leased building that do not comply with the definition of "school buildings" within Education Code Section 17283; and

**Section 2.** The District hereby elects to use the buildings listed above upon approval of the State Allocation Board.

**Section 3.** The District certifies that this request is in compliance with Education Code Section 17289.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Fresno Unified School District this 19<sup>th</sup> day of May, 2021, by the following vote:

AYES: 7

NOES: 0

ABSENT: 0

ABSTAINED: 0

I, Valerie F. Davis, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board



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President of the Board of Education  
Fresno Unified School District

I, Keshia Thomas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 19th day of May, 2021, by the above described vote of the Governing Board;

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 19<sup>th</sup> day of May, 2021.



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Clerk of the Board of Education  
Fresno Unified School District

The district is applying for a ☐ new ☐ renewal request for an exemption from definition of "school building" within Education Code, Section 17283. Buildings with an approved Exemption Request remain subject to the provisions of the School Facilities Program; therefore, they are included in the school district's Gross Classroom Inventory.

SCHOOL DISTRICT/SUPERINTENDENT OF SCHOOLS	DISTRICT REPRESENTATIVE
COUNTY	PHONE NUMBER
THE DISTRICT IS REQUESTING TO USE LEASED/OWNED BUILDINGS FROM: _____ TO: _____ MONTH      DAY      YEAR                  MONTH      DAY      YEAR	E-MAIL ADDRESS

The above referenced School District/Superintendent of Schools, hereinafter referred to as the "District" is requesting approval from the State Allocation Board to use the building(s) for Independent Study listed below:

DISTRICT IDENTIFICATION NUMBER	BUILDING LOCATION

*The District agrees to indemnify, defend, and hold the State of California, its officers and employees harmless from any legal claims that may arise from the use of said leased/owned buildings that do not comply with the definition of "school buildings" within Education Code, Section 17283; and,*

***Now Therefore Be It Resolved,*** *that the District hereby elects to use the building(s) listed above upon approval of the State Allocation Board.*

*The District certifies that this request is in compliance with Education Code, Section 17289.*

*Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, \_\_\_\_\_  
County, California.*

\_\_\_\_\_  
*Clerk/Secretary to the Board*

Fresno Unified School District  
Board Agenda Item

Addendum Page 2  
May 14, 2021

Board Meeting Date: May 19, 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 Budget Revision No. 5 for Fiscal Year 2020/21

**ITEM DESCRIPTION:** Included in the Board binders is Budget Revision No. 5 for fiscal year 2020/21. Periodic updates to the district's budget are presented to the Board of Education for approval.

Budget Revision No. 5 includes a one-time cost associated with changing the Fresno High mascot image as approved by the Board of Education on December 09, 2021 of \$456,000.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$456,000 are available in the Unrestricted General Fund. As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$106.30 million at June 30, 2021.

PREPARED BY: Kim Kelstrom  
Executive Officer

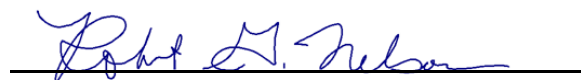


DIVISION: Administrative Services  
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi  
Chief Financial Officer



SUPERINTENDENT APPROVAL:





**Unrestricted General Fund Revisions**

As presented and approved by the Board of Education at the December 09, 2020 Board meeting, Budget Revision No. 5 includes a one-time cost associated with changing the Fresno High mascot image of \$456,000 as follows:

- Athletic Uniforms – \$194,000
- Signs and Banners – \$87,000
- Facility changes – \$72,000
- Sports, Music, Drama, and ROTC Equipment Replacement – \$64,000
- Apparel – \$39,000

**FRESNO UNIFIED SCHOOL DISTRICT  
GENERAL FUND  
BUDGET REVISION #4**

DESCRIPTION	2020/21 ADOPTED BUDGET	2020/21 CURRENT BUDGET	5/19/2021 2020/21 BUDGET REVISION #5	DIFFERENCE BETWEEN CURRENT AND BR#5	DIFFERENCE BETWEEN ADOPTED AND BR#5
Revenues					
LCFF Sources	\$ 713,234,082	\$ 779,194,089	\$ 779,194,089	\$ -	\$ 65,960,007
Federal Revenues	170,849,479	190,971,166	190,971,166	-	20,121,687
Other State Revenues	120,868,929	211,270,071	211,270,071	-	90,401,142
Other Local Revenues	15,867,379	17,455,262	17,455,262	-	1,587,883
Total Revenues	\$ 1,020,819,869	\$ 1,198,890,588	\$ 1,198,890,588	\$ -	\$ 178,070,719
Expenditures					
Certificated Salaries	\$ 429,866,267	\$ 436,675,219	\$ 436,675,219	\$ -	\$ 6,808,952
Classified Salaries	140,140,726	138,905,413	138,905,413	-	(1,235,313)
Employee Benefits	301,423,243	301,470,682	301,470,682	-	47,439
Book and Supplies	60,264,876	153,862,547	154,318,547	456,000	94,053,671
Services & Operating	103,204,797	94,880,016	94,880,016	-	(8,324,781)
Capital Outlay	8,438,252	4,224,190	4,224,190	-	(4,214,062)
Other Outgo	3,460,321	9,167,016	9,167,016	-	5,706,695
Direct/Indirect Costs	(3,080,175)	(3,183,724)	(3,183,724)	-	(103,549)
Total Expenditures	\$ 1,043,718,307	\$ 1,136,001,360	\$ 1,136,457,360	\$ 456,000	\$ 92,739,053
Other Sources/(Uses)					
Transfers In	\$ 9,485,329	\$ 7,385,329	\$ 7,385,329	\$ -	\$ (2,100,000)
Transfers Out	(8,856,409)	(16,856,409)	(16,856,409)	-	(8,000,000.00)
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	-	-	-	-	-
Total Sources/(Uses)	\$ 628,920	\$ (9,471,080)	\$ (9,471,080)	\$ -	\$ (2,100,000)
Net Increase/Decrease in Fund Balance	\$ (22,269,518)	\$ 53,418,148	\$ 52,962,148	\$ (456,000)	\$ 75,231,666
Beginning Fund Balance - Unaudited Audit Adjustment	\$ - \$ 138,737,436	\$ - \$ 152,182,966	\$ - \$ 152,182,966	\$ - \$ -	\$ - \$ 13,445,530
Beginning Balance	\$ 138,737,436	\$ 152,182,966	\$ 152,182,966	\$ -	\$ 13,445,530
Ending Fund Balance	\$ 116,467,918	\$ 205,601,114	\$ 205,145,114	\$ (456,000)	\$ 88,677,196
Components of Ending Balance					
Revolving Cash	\$ 78,366	\$ 90,918	\$ 90,918	\$ -	\$ 12,552
Stores	996,741	2,725,284	2,725,284	-	1,728,543
Prepaid Expense	1,636,102	1,162,384	1,162,384	-	(473,718)
Legally Restricted				-	-
Assigned: Other Assignments	60,900,000	93,700,000	93,700,000	-	32,800,000
Restricted	1	1	1	-	-
Reserve for Economic Uncertainties	52,856,708	106,752,733	106,296,733	(456,000)	53,440,025
Reserve Level %	5.02%	9.26%	9.22%		
Total Ending Fund Balance	\$ 116,467,918	\$ 204,431,320	\$ 203,975,320	\$ (456,000)	\$ 87,507,402

Per Education Code section 42127(a)(2)(B) the minimum recommended reserve for economic uncertainties is 2% or \$23,066,275

As shown above the reserve for economic uncertainties is \$106,296,733 with an assigned ending balance of \$93,700,000 set aside for future year expenses

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

**UNRESTRICTED GENERAL FUND  
ADJUSTMENT SUMMARY**

DESCRIPTION	2020/21 ADOPTED BUDGET UNRESTRICTED	2020/21 CURRENT BUDGET UNRESTRICTED	5/19/2021 BUDGET REVISION #5 UNRESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR#5	DIFFERENCE BETWEEN ADOPTED AND BR#5
Revenues					
LCFF Sources	\$ 713,234,082	\$ 779,194,089	\$ 779,194,089	\$ -	\$ 65,960,007
Federal Revenues	-	2,930,988	2,930,988	-	2,930,988
Other State Revenues	14,909,391	14,640,526	14,640,526	-	(268,865)
Other Local Revenues	10,608,383	11,468,714	11,468,714	-	860,331
Total Revenues	\$ 738,751,856	\$ 808,234,317	\$ 808,234,317	\$ -	\$ 69,482,461
Expenditures					
Certificated Salaries	\$ 308,845,207	\$ 312,954,400	\$ 312,954,400	\$ -	\$ 4,109,193
Classified Salaries	87,658,280	78,925,499	78,925,499	-	(8,732,781)
Employee Benefits	177,051,733	173,925,990	173,925,990	-	(3,125,743)
Book and Supplies	27,002,830	20,622,275	21,078,275	456,000	(5,924,555)
Services & Operating	61,527,992	57,403,443	57,403,443	-	(4,124,549)
Capital Outlay	7,604,416	2,021,121	2,021,121	-	(5,583,295)
Other Outgo	1,955,963	7,662,658	7,662,658	-	5,706,695
Direct/Indirect Costs	(12,943,864)	(12,573,374)	(12,573,374)	-	370,490
Total Expenditures	\$ 658,702,557	\$ 640,942,012	\$ 641,398,012	\$ 456,000	\$ (17,304,545)
Other Sources/(Uses)					
Transfers In	\$ 2,128,920	\$ 28,920	\$ 28,920	\$ -	\$ (2,100,000)
Transfers Out	(1,500,000)	(9,500,000)	(9,500,000)	-	(8,000,000)
Other Sources					
Other Uses					
Restricted Contribution	\$ (100,771,548)	\$ (101,262,016)	\$ (101,262,016)	\$ -	\$ (490,468)
Total Sources/(Uses)	\$ (100,142,628)	\$ (110,733,096)	\$ (110,733,096)	\$ -	\$ (2,590,468)
Net Increase/Decrease in Fund Balance	\$ (20,093,329)	\$ 56,559,209	\$ 56,103,209	\$ (456,000)	\$ 76,196,538
Beginning Fund Balance - Adopted	\$ 136,561,246	\$ 147,872,111	\$ 147,872,111	\$ -	\$ 11,310,865
Audit Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	\$ 136,561,246	\$ 147,872,111	\$ 147,872,111	\$ -	\$ 11,310,865
Ending Fund Balance	\$ 116,467,917	\$ 204,431,320	\$ 203,975,320	\$ (456,000)	\$ 87,507,403

**FRESNO UNIFIED SCHOOL DISTRICT  
RESTRICTED GENERAL FUND  
ADJUSTMENT SUMMARY**

DESCRIPTION	2020/21 ADOPTED BUDGET RESTRICTED	2020/21 CURRENT BUDGET RESTRICTED	5/19/2021 BUDGET REVISION #5 RESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR#5	DIFFERENCE BETWEEN ADOPTED AND BR#5
Revenues					
LCFF Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenues	170,849,479	188,040,178	188,040,178	-	17,190,699
Other State Revenues	105,959,538	196,629,545	196,629,545	-	90,670,007
Other Local Revenues	5,258,996	5,986,548	5,986,548	-	727,552
Total Revenues	\$ 282,068,013	\$ 390,656,271	\$ 390,656,271	\$ -	\$ 108,588,258
Expenditures					
Certificated Salaries	\$ 121,021,060	\$ 123,720,819	\$ 123,720,819	\$ -	\$ 2,699,759
Classified Salaries	52,482,446	59,979,914	59,979,914	-	7,497,468
Employee Benefits	124,371,510	127,544,692	127,544,692	-	3,173,182
Book and Supplies	33,262,046	133,240,272	133,240,272	-	99,978,226
Services & Operating	41,676,805	37,476,574	37,476,574	-	(4,200,231)
Capital Outlay	833,836	2,203,069	2,203,069	-	1,369,233
Other Outgo	1,504,358	1,504,358	1,504,358	-	-
Direct/Indirect Costs	9,863,689	9,389,650	9,389,650	-	(474,039)
Total Expenditures	\$ 385,015,750	\$ 495,059,348	\$ 495,059,348	\$ 0	\$ 110,043,598
Other Sources/(Uses)					
Transfers In	7,356,409	7,356,409	7,356,409	-	-
Transfers Out	(7,356,409)	(7,356,409)	(7,356,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	100,771,548	101,262,016	101,262,016	-	490,468
Total Sources/(Uses)	\$ 100,771,548	\$ 101,262,016	\$ 101,262,016	\$ -	\$ 490,468
Net Increase/Decrease in Fund Balance	\$ (2,176,189)	\$ (3,141,061)	\$ (3,141,061)	\$ -	\$ (964,872)
Beginning Fund Balance - Adopted	\$ 2,176,190	\$ 4,310,855	\$ 4,310,855	\$ -	\$ 2,134,665
Beginning Balance	\$ 2,176,190	\$ 4,310,855	\$ 4,310,855	\$ -	\$ 2,134,665
Ending Fund Balance	\$ 1	\$ 1,169,794	\$ 1,169,794	\$ -	\$ 1,169,793

Fresno Unified School District  
Board Agenda Item

Revised 05/14/21

Board Meeting Date: May 19, 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 Employment Agreement for Mao Misty Her, Deputy Superintendent

**ITEM DESCRIPTION:** An Oral Report on Deputy Superintendent's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is the Deputy Superintendent's Employment Agreement. The term of the Deputy Superintendent's Employment Agreement begins on March 11, 2021 and continues through June 30, 2024 unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be noted in the terms of the Deputy Superintendent's Employment Agreement, which shall be available for review in the Board of Education Office on or before May 14 17, 2021.

**FINANCIAL SUMMARY:** Noted in the terms of the Deputy Superintendent's Employment Agreement.

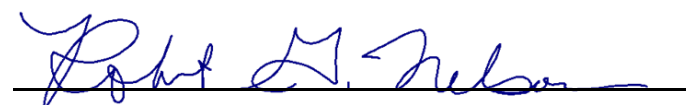
**PREPARED BY:** David Chavez,  
Chief of Staff

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

**CABINET APPROVAL:** David Chavez

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



**FRESNO UNIFIED SCHOOL DISTRICT**  
**DEPUTY SUPERINTENDENT EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into by the Board of Education of the Fresno Unified School District ("District" or "Board") and Misty Her ("Deputy Superintendent") (collectively, the "Parties") on the terms and conditions below.

1. **Term.** District hereby employs Deputy Superintendent for a period beginning on March 11, 2021 and terminating June 30, 2024, unless terminated earlier or extended as provided by the terms of this Agreement or as allowed by law.

2. **Salary.**

a. **Salary.** Effective March 11, 2021, the District shall pay the Deputy Superintendent's annual base salary of Two Hundred Thirty-Three Thousand Five Hundred Fifty-One Dollars and Thirty-Two Cents (\$233,551.32), plus a 7.5% career increment in accordance with the annual career increment of 0.75% from the 11<sup>th</sup> to 20<sup>th</sup> year of service, for a total annual salary of Two Hundred Fifty-One Thousand Sixty-Seven Dollars and Sixty-Nine Cents (\$251,067.69). For the 2020-21 school year, the Deputy Superintendent's annual salary shall be prorated.

b. **Salary Increases.**

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

2. **Adjustments to Annual Salary.** During the term of this Agreement, the Deputy Superintendent's annual salary as set forth in 2.a above shall be increased

or decreased by a percentage equal to the percentage increase or decrease applied to the salary schedules for management employees generally. Any such increase or decrease in the Deputy Superintendent's annual salary shall take effect on the same date as the increase or decrease to all management salary schedules, unless otherwise ordered by the Board. As set forth in 2.b.1, any adjustment in Deputy Superintendent's annual salary made during the life of this Agreement shall be approved by the Board in open session at a regular meeting by a revision to the salary schedule specifically applicable to the Deputy Superintendent. Nothing in this subsection shall preclude additional salary increases as stated in 2.b. 1.

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

3. **Fringe Benefits and Work Year.**

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

b. **Retiree Health Benefits.** The Deputy Superintendent, having served in the District for 27 years, has met the requirements as other certificated management employees for receiving lifetime health benefits and, shall, therefore, be eligible for lifetime health benefits upon separation or retiring from the District. Should the Deputy Superintendent separate from the District either voluntarily or by Board action before reaching the age of fifty-seven and a half, she shall have already met and secured the lifetime health benefits from the District.

c. **Sick Leave.** The Deputy Superintendent shall earn one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement. Time off required by the Deputy Superintendent for illness or injury that is not compensated by sick leave, vacation leave, or other leave provided by law shall remain uncompensated. The Deputy

Superintendent shall have all rights to her accumulated sick leave as per Education Codes 44979-44980. The Deputy Superintendent shall follow District procedures and use District forms or applicable electronic reporting systems for reporting use of sick leave.

d. **Travel/Auto Expense Allowance.** The District shall provide the Deputy Superintendent with an allowance of \$500.00 per month for the payment of reasonable actual and necessary automobile expenses incurred for travel within a 60 mile radius of the District's boundaries and travel related expenses incurred by the Deputy Superintendent in the course and scope of the Deputy Superintendent's employment. The Deputy Superintendent shall not be reimbursed for any expenses above this amount, as described herein, unless such other expenses are specifically provided for in this Agreement. The Deputy Superintendent shall not be required to provide receipts or other documentation for the expenses incurred under this section 3.d.

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

f. **Work Year.** Notwithstanding any Board Policy or Administrative Regulation, the Deputy Superintendent shall render twelve (12) full months of full-time service to the District each year of this Agreement. Although the Deputy Superintendent is entitled to vacation per section (e) above, sick leave, and District-wide holidays, the Deputy Superintendent acknowledges that urgent or exigent circumstances may require addressing issues which occur

notwithstanding such leave or holidays. The Deputy Superintendent shall focus her professional time, ability, and attention on the District's primary mission of educating the students of the District. She shall not engage in any non-District related professional, instructional or consulting activities, whether or not compensated.

4. **Tax Deferred Compensation Plans.** The Deputy Superintendent may participate in any tax deferred compensation plans of the District for which she is eligible. All contributions to such plans will be paid by the Deputy Superintendent from her salary and shall conform to all requirements of law. The District shall contribute monthly to the Deputy Superintendent, \$1,500 as allowed under IRS guidelines for a 403b Tax Sheltered Annuity.

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

6. **Business Expense Reimbursement.** In accordance with District policies, the District shall reimburse the Deputy Superintendent for actual and necessary expenses incurred by the Deputy Superintendent within the course and scope of the Deputy Superintendent's employment for business expenses and for travel related expenses beyond a 60 mile radius of the District's boundaries, which shall not be considered included within the travel or auto expense allowance as set forth in section 3.d. The Deputy Superintendent shall submit a

written expense reimbursement claim for approval together with all receipts and any other documentation necessary to verify that the claimed expenses are properly reimbursable pursuant to Board Policy. In order to receive reimbursement, the Deputy Superintendent shall submit an expense claim in writing supported by appropriate documentation.

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

8. **Deputy Superintendent's Duties.** The Deputy Superintendent shall competently and satisfactorily perform all duties prescribed by law, applicable policies and regulations of the District, all duties specified in her job description, and such other duties as may be requested by the Superintendent.

9. **Professional Development and Affiliations.** The Deputy Superintendent shall endeavor to maintain and improve Deputy Superintendent's professional competence by a variety of means. Prior approval of the Superintendent shall be obtained if the Deputy Superintendent desires to attend conferences outside the State of California. District agrees to pay the Deputy Superintendent's membership fees for the Association of California School



Administrators ("ACSA") and the dues for membership in a local service club of the Deputy Superintendent's choice within the District (i.e., Kiwanis Club, Rotary Club, etc.)

10. **Annual Evaluation of Deputy Superintendent.**

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

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

11. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by **mutual** written consent of the Board and the Deputy Superintendent.

b. **Resignation.** The Deputy Superintendent may resign and terminate this Agreement only by providing the Board with at least forty-five (45) calendar days advance written notice, unless the Parties agree otherwise.

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

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

Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. Before terminating the contract for cause, the Board or Superintendent shall provide the Deputy Superintendent with a statement of reasons for termination of the contract. If the Deputy Superintendent disputes the charges, the Deputy Superintendent shall then be entitled to a conference before the Board in closed session to address the statement of reasons for contract termination. The conference with the Board shall not be an evidentiary hearing and neither Party shall have the opportunity to call witnesses. The Deputy Superintendent's conference before the Board shall be deemed to satisfy the Deputy Superintendent's entitlement to due process of law and shall be the Deputy Superintendent's exclusive right to any conference or hearing otherwise required by law. The Deputy Superintendent waives any other rights that may be applicable to this termination for-cause proceeding with the understanding that completion of this hearing exhausts the Deputy Superintendent's administrative remedies and then authorizes the Deputy Superintendent to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right to terminate without cause, the District shall pay to the Deputy Superintendent from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months,

whichever is less, a sum equal to the difference between Deputy Superintendent's salary at the rate in effect during the Deputy Superintendent's last month of service and the amount which the Deputy Superintendent earns, including deferral payments, from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). Payments shall be made on a monthly basis. As a condition of payment, unless the Deputy Superintendent is eligible for retirement and fully retires from all working activities of any nature, the Deputy Superintendent shall be obligated to immediately seek other employment and she shall notify the District in writing immediately if she earns income from any employment-related source. No payment shall be made unless the Deputy Superintendent declares, in exchange for every monthly payment, under penalty of perjury, that no such income has been earned or deferred and describing the Deputy Superintendent's due diligence efforts to seek other employment. Failure to execute any such declaration shall suspend all payments pursuant to this section and shall terminate any entitlement to any future payment if the Deputy Superintendent refuses to submit the required declaration.

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

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

If the Deputy Superintendent is terminated without cause and elects to retire instead of fulfilling the Deputy Superintendent's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Deputy Superintendent's retirement with CalSTRS, the amount payable to the Deputy Superintendent as salary shall be reduced by the amount of retirement income earned by the Deputy Superintendent from CalSTRS.

In addition to the salary payments specified above, but only to the extent 3.b. for any reason does not apply, the District agrees to continue to provide the Deputy Superintendent with its contribution toward District health benefits and to allow the Deputy Superintendent to participate in the District's health benefit program on the same terms and conditions that existed prior to termination until the expiration of this Agreement, or for a period of twelve (12) months, or until the Deputy Superintendent obtains other employment that provides health benefits, whichever is less. As a condition of receipt of health benefits, the Deputy Superintendent shall pay all required premiums in advance and comply with all other conditions imposed by law and/or the District's benefit providers. If the Deputy Superintendent elects to retire in lieu of receiving payments under this section, the Deputy Superintendent shall be entitled to any health benefits in accordance with the provisions of section 3.b.

The Parties agree that any damages to the Deputy Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide any paid health benefits other than 3.a., constitutes reasonable liquidated damages for the Deputy Superintendent, fully compensates the Deputy Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Deputy Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Deputy Superintendent has engaged in fraud,

misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Deputy Superintendent solely upon written notice to the Deputy Superintendent and the Deputy Superintendent shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. **Death.** Death of the Deputy Superintendent terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Deputy Superintendent at the time of death, if any, shall be paid to the Deputy Superintendent's estate unless otherwise declared in writing by the Deputy Superintendent.

h. **Disability of the Deputy Superintendent.** If, based on medical evidence submitted by the Deputy Superintendent's physicians or obtained through a District required medical examination, the District determines that the Deputy Superintendent is disabled and, following an interactive dialogue with the Deputy Superintendent, that the Deputy Superintendent is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Deputy Superintendent in the manner required by law. Disability shall not entitle the Deputy Superintendent to the provisions of section 11.e.

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

13. **Abuse of Office Provisions.** In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Deputy Superintendent receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by



the Deputy Superintendent if the Deputy Superintendent is convicted of a crime involving an abuse of the Deputy Superintendent's office or position. In addition, if the District funds the criminal defense of the Deputy Superintendent against charges involving abuse of office or position and the Deputy Superintendent is then convicted of such charges, the Deputy Superintendent shall fully reimburse the District all funds expended for the Deputy Superintendent's criminal defense.

14. **Notification by Deputy Superintendent Prior to Accepting Other Employment.** If the Deputy Superintendent decides to accept employment elsewhere during the term of this Agreement, prior to doing so, the Deputy Superintendent shall notify the Superintendent in writing of her decision. In addition, the Deputy Superintendent shall immediately notify the Superintendent in writing if the Deputy Superintendent becomes a finalist for employment outside the District.

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

16. **General Provisions.**

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

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

c. **Notification of Absence.** If the Deputy Superintendent plans on being absent from the District for more than three (3) continuous work days, the Deputy Superintendent shall notify the Superintendent in advance.

d. **No Assignment.** The Deputy Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

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

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

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

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

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

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

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

l. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy, facsimile, photographic copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall be as valid as an

original for any purpose. In addition, this Agreement may be signed in person or electronically and such signatures shall be binding.

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

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

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

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

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

Dated: \_\_\_\_\_, 2021

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Valerie Davis, President  
Board of Education  
Fresno Unified School District

## ACCEPTANCE OF OFFER

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

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

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

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

**Dated:** \_\_\_\_\_, 2021

\_\_\_\_\_  
**Mao Misty Her**

Fresno Unified School District  
Board Agenda Item

Revised 05/14/21

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-8**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Employment Agreement for Santino Danisi, Chief Financial Officer**

**ITEM DESCRIPTION:** An Oral Report on the Chief Financial Officer's salary and benefits is included for the Superintendent to present in open session as required by Government Code section 54953(b)(3). Also included for the Board's consideration and approval is the Chief Financial Officer's Employment Agreement. The term of the Chief Financial Officer's Employment Agreement begins on April 08, 2021 and continues through June 30, 2024 unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be noted in the terms of the Chief Financial Officer's Employment Agreement, which shall be available for review in the Board of Education Office on or before May 14 17, 2021.

**FINANCIAL SUMMARY:** Note in the terms of the Chief Financial Officer's Employment Agreement.

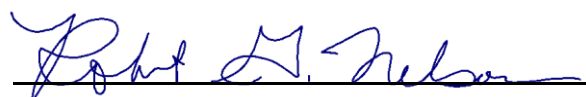
**PREPARED BY:** David Chavez,  
Chief of Staff

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

**CABINET APPROVAL:** David Chavez

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



**FRESNO UNIFIED SCHOOL DISTRICT**  
**CHIEF FINANCIAL OFFICER EMPLOYMENT AGREEMENT**

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

1. **Term.** District hereby employs Chief Financial Officer for a period beginning on April 8, 2021 and terminating on June 30, 2024, unless terminated earlier or extended as provided by the terms of this Agreement or as allowed by law.

2. **Salary.**

a. **Salary.** Effective April 8, 2021, the Chief Financial Officer's annual salary shall be Two Hundred Three Thousand Dollars and No Cents (\$203,000.00), plus a 6.0% career increment in accordance with the annual career increment of 0.75% from the 11<sup>th</sup> to 20<sup>th</sup> year of service, for a total annual salary of Two Hundred Fifteen Thousand One Hundred Eighty Dollars and No Cents (\$215,180.00). For the 2020-21 school year, the Chief Financial Officer's annual salary shall be prorated.

b. **Salary Increases.**

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

2. **Adjustments to Annual Salary.** During the term of this Agreement, the Chief Financial Officer's annual salary as set forth in 2.a above shall be increased or decreased by a percentage equal to the percentage increase or decrease applied to

the salary schedules for management employees generally. Any such increase or decrease in the Chief Financial Officer's annual salary shall take effect on the same date as the increase or decrease to all management salary schedules, unless otherwise ordered by the Board. As set forth in 2.b.1, any adjustment in Chief Financial Officer's annual salary made during the life of this Agreement shall be approved by the Board in open session at a regular meeting by a revision to the salary schedule specifically applicable to the Chief Financial Officer. Nothing in this subsection shall preclude additional salary increases as stated in 2.b. 1.

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

3. **Fringe Benefits and Work Year.**

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

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

c. **Travel/Auto Expense Allowance.** The District shall provide the Chief Financial Officer with an allowance of \$500.00 per month for the payment of reasonable actual and necessary automobile expenses incurred for travel within a 60 mile radius of the District's boundaries and travel related expenses incurred by the Chief Financial Officer in the

course and scope of the Chief Financial Officer's employment. The Chief Financial Officer shall not be reimbursed for any expenses above this amount, as described herein, unless such other expenses are specifically provided for in this Agreement. The Chief Financial Officer shall not be required to provide receipts or other documentation for the expenses incurred under this section 3.c.

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

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

4. **Tax Deferred Compensation Plans.** The Chief Financial Officer may participate in any tax deferred compensation plans of the District for which he is eligible. All contributions to such plans will be paid by the Chief Financial Officer from his salary and shall

conform to all requirements of law. The District shall contribute monthly to the Chief Financial Officer, \$1,500 as allowed under IRS guidelines for a 403b Tax Sheltered Annuity.

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

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

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

8. **Chief Financial Officer's Duties.** The Chief Financial Officer shall competently and satisfactorily perform all duties prescribed by law, applicable policies and regulations of the District, all duties specified in his job description, and such other duties as may be requested by the Superintendent.

9. **Professional Development and Affiliations.** The Chief Financial Officer shall endeavor to maintain and improve Chief Financial Officer's professional competence by a variety of means. Prior approval of the Superintendent shall be obtained if the Chief Financial Officer desires to attend meetings outside the State of California. District agrees to pay the Chief Financial Officer's membership fees for the California Association of California School Business Officials ("CASBO") and for the Association of School Administrators ("ACSA").

10. **Annual Evaluation of Chief Financial Officer.**

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

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

11. **Termination of Agreement.**

a. **Mutual Consent.** This Agreement may be terminated at any time by mutual written consent of the Board and the Chief Financial Officer.

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

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



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

Notwithstanding Labor Code section 2924, the Parties agree that the determination of cause shall be based upon the Board's reasonable belief in the existence of good cause for termination. The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. Before terminating the contract for cause, the Board or Superintendent shall provide the Chief Financial Officer with a statement of reasons for termination of the contract. If the Chief Financial Officer disputes the charges, the Chief Financial Officer shall then be entitled to a conference before the Board in closed session to address the statement of reasons for contract termination. The conference with the Board shall not be an evidentiary hearing and neither Party shall have the opportunity to call witnesses. The Chief Financial Officer's conference before the Board shall be deemed to satisfy the Chief Financial Officer's entitlement to due process of law and shall be the Chief Financial Officer's exclusive right to any conference or hearing otherwise required by law. The Chief Financial Officer waives any other rights that may be applicable to this termination for-cause proceeding with the understanding that completion of this hearing exhausts the Chief Financial Officer's administrative remedies and then authorizes the Chief Financial Officer to contest the Board's determination in a court of competent jurisdiction.

e. **Termination without Cause.** The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right to terminate without cause, the District shall pay to the Chief Financial Officer from the date of termination until the expiration of this Agreement, or for a period of twelve (12)

months, whichever is less, a sum equal to the difference between Chief Financial Officer's salary at the rate in effect during the Chief Financial Officer's last month of service and the amount which the Chief Financial Officer earns, including deferral payments, from any other employment-related source (whether as employee, independent contractor, consultant or self-employed). Payments shall be made on a monthly basis. As a condition of payment, unless the Chief Financial Officer is eligible for retirement and fully retires from all working activities of any nature, the Chief Financial Officer shall be obligated to immediately seek other employment and he shall notify the District in writing immediately if he earns income from any employment-related source. No payment shall be made unless the Chief Financial Officer declares, in exchange for every monthly payment, under penalty of perjury, that no such income has been earned or deferred and describing the Chief Financial Officer's due diligence efforts to seek other employment. Failure to execute any such declaration shall suspend all payments pursuant to this section and shall terminate any entitlement to any future payment if the Chief Financial Officer refuses to submit the required declaration.

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

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

If the Chief Financial Officer is terminated without cause and elects to retire instead of fulfilling the Chief Financial Officer's obligation to seek other employment as set forth above, the Parties agree that, effective upon the date of the Chief Financial Officer's retirement with CalPERS, the amount payable to the Chief Financial Officer as salary shall be reduced by the amount of retirement income earned by the Chief Financial Officer from CalPERS.

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

The Parties agree that any damages to the Chief Financial Officer that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payments made pursuant to this termination without cause provision, along with the District's agreement to provide any paid health benefits other than 3.a., constitutes reasonable liquidated damages for the Chief Financial Officer, fully compensates the Chief Financial Officer for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Chief Financial Officer's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. **Termination for Unlawful Fiscal Practices.** Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Chief Financial Officer has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may immediately terminate the Chief Financial Officer solely upon written notice to the Chief Financial Officer

and the Chief Financial Officer shall not be entitled to any compensation of any nature, whether as cash, salary payments, or other non-cash settlement as set forth above. This provision is intended to implement the requirements of Government Code section 53260(b).

g. **Death.** Death of the Chief Financial Officer terminates the Agreement immediately. In such event, all salary and other monetary amounts due to the Chief Financial Officer at the time of death, if any, shall be paid to the Chief Financial Officer's estate unless otherwise declared in writing by the Chief Financial Officer.

h. **Disability of the Chief Financial Officer.** If, based on medical evidence submitted by the Chief Financial Officer's physicians or obtained through a District required medical examination, the District determines that the Chief Financial Officer is disabled and, following an interactive dialogue with the Chief Financial Officer, that the Chief Financial Officer is unable to perform the essential functions of the position with or without reasonable accommodation, this Agreement may be immediately terminated by the Board upon written notice to the Chief Financial Officer in the manner required by law. Disability shall not entitle the Chief Financial Officer to the provisions of section 11.e.

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

13. **Abuse of Office Provisions.** In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should the Chief Financial Officer receive a paid leave of absence or cash settlement if this Agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by the Chief Financial Officer if the Chief Financial Officer is convicted of a crime involving an abuse of the Chief Financial Officer's office or position. In addition, if the

District funds the criminal defense of the Chief Financial Officer against charges involving abuse of office or position and the Chief Financial Officer is then convicted of such charges, the Chief Financial Officer shall fully reimburse the District all funds expended for the Chief Financial Officer's criminal defense.

14. **Notification by Chief Financial Officer Prior to Accepting Other Employment.** If the Chief Financial Officer decides to accept employment elsewhere during the term of this Agreement, prior to doing so, the Chief Financial Officer shall notify the Superintendent in writing of his decision. In addition, the Chief Financial Officer shall immediately notify the Superintendent in writing if the Chief Financial Officer becomes a finalist for employment outside the District.

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

16. **General Provisions.**

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

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

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

d. **No Assignment.** The Chief Financial Officer may not assign or transfer any rights granted or obligations assumed under this Agreement.

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

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

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

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

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

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

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

l. **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A copy, facsimile, photographic copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement and shall



be as valid as an original for any purpose. In addition, this Agreement may be signed in person or electronically and such signatures shall be binding.

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

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

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

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

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

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Valerie Davis, President  
Board of Education  
Fresno Unified School District

## ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as the District's Chief Financial Officer.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment.

By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation or omission during the application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

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

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
Santino Danisi

Fresno Unified School District  
Board Agenda Item

Revised 05/14/21

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-9**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Amendment No. 2 to Superintendent Robert G. Nelson's Employment Agreement**

**ITEM DESCRIPTION:** An Oral Report on Superintendent's salary and benefits is included for the Board President to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is Amendment No. 2 to the Superintendent's Employment Agreement which extends the term of the Superintendent's employment to June 30, 2024. and makes other changes to be effective commencing July 01, 2021. Costs will be noted in the terms of Amendment No. 2 to the Superintendent's Employment Agreement, which shall be available for review in the Board of Education Office on or before May 14 17, 2021.

**FINANCIAL SUMMARY:** Noted in the terms of Amendment No. 2 to the Superintendent's Employment Agreement.

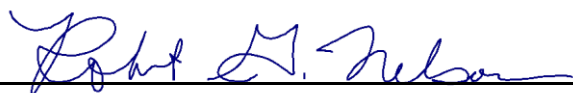
**PREPARED BY:** David Chavez,  
Chief of Staff

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

**CABINET APPROVAL:** David Chavez

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_

## EMPLOYMENT AGREEMENT AMENDMENT NO.2

**Between The  
FRESNO UNIFIED SCHOOL DISTRICT  
And  
ROBERT G. NELSON, SUPERINTENDENT**

This Amendment No. 2 is made in reference to the September 13, 2017 Employment Agreement (“Employment Agreement”) between the Fresno Unified School District (“District”) and Robert G. Nelson (“Superintendent”) (collectively, the “Parties”) as modified by Amendment No. 1 dated November 6, 2019 and shall be attached to and become a part of that Employment Agreement. This Amendment No. 2 to the Superintendent’s Employment Agreement shall be effective as set forth below.

**WHEREAS**, as stated in section 16.e of the Employment Agreement, any change in the terms of that Agreement must be by written instrument executed by both Parties; and

**NOW, THEREFORE**, the Parties hereby agree to modify the Superintendent’s Employment Agreement as set forth below:

**A. Section 1 of the Employment Agreement, entitled “Term,” shall be modified as follows:**

District hereby employs Superintendent for a period beginning on *July 1, 2020 and ending on June 30, 2024*, unless terminated earlier or extended as provided by the terms of this Agreement, or as allowed by law.

**B. Effective July 1, 2021, Section 2.b.2 of the Employment Agreement, currently titled “CPI Increases to Total Salary Conditioned on Positive Evaluation,” shall be retitled and revised as follows:**

**Adjustments to Annual Salary.** *During the term of this Agreement, the Superintendent’s annual salary as set forth in 2.a above shall be increased or decreased by a percentage equal to the percentage increase or decrease applied to the salary schedules for management employees generally. Any such increase or decrease in the Superintendent’s annual salary shall take effect on the same date as the increase or decrease to all management salary schedules, unless otherwise ordered by the Board. As set forth in 2.b.1, any adjustment in Superintendent’s annual salary made during the life of this Agreement shall be approved by the Board in open session at a regular meeting by a revision to the salary schedule specifically applicable to the Superintendent. Nothing in this subsection shall preclude additional salary increases as stated in 2.b. 1.*

**C. Effective July 1, 2021, Section 3.e of the Employment Agreement entitled “Vacation.” shall be modified as follows:**

**Vacation.** *The Superintendent shall be entitled to twenty-five (25) days of annual vacation which shall be accrued on a month-to-month basis. Vacation may be earned and accrued, from year to year, but the accrual maximum shall not, in any event or circumstances, including any District custom or practice, exceed forty (40) days of vacation. The Superintendent shall have the option to be compensated for up to a maximum of ten (10) days of accrued vacation in each school year on the express condition that the Superintendent*

*provides the Board President and Human Resources with written notice of his decision to exercise this option by no later than June 1st of each school year.* Upon termination of employment with the District, the Superintendent shall be entitled to compensation for unused and accrued vacation days at the then existing daily rate, which shall not exceed the maximum accrual of forty (40) days at the then current salary rate. The Superintendent shall report his use of vacation to Human Resources and the Board President and shall notify the Board President in advance of his vacation plans beyond three (3) days. The Superintendent shall plan his vacations to avoid disruption of the discharge of his duties during the school year. The Superintendent shall provide an annual report to the members of the Board of his use of vacation days and all forms of authorized leave, including sick leave, by no later than August 31 of each year. Failure to submit the annual report shall suspend any further accrual of vacation days until the report is submitted.

**D. Effective July 1, 2021, Section 3.e of the Employment Agreement entitled “Work Year,” shall be modified as follows:**

**Work Year.** Notwithstanding any Board Policy or Administrative Regulation, the Superintendent shall render twelve (12) full months of full-time service to the District each year of this Agreement. Although the Superintendent is entitled to vacation per section (e) above, sick leave, and District-wide holidays, as the chief executive officer of the District, urgent or exigent circumstances may require addressing issues which occur notwithstanding such leave or holidays. The Superintendent shall focus his professional time, ability, and attention on the District's primary mission of educating the students of the District. *With the exception of teaching courses at the college or university level, the Superintendent shall not engage in any non-District related professional, instructional or consulting activities, whether or not compensated.*

Except as specifically modified herein, all other terms and conditions contained in the Superintendent's September 13, 2017 Employment Agreement as modified by Amendment No. 1 shall remain unchanged and in full force and effect.

Dated this \_\_\_\_ day of \_\_\_\_, 2021.

\_\_\_\_\_  
Valerie Davis, President  
Board of Education  
Fresno Unified School District

\_\_\_\_\_  
Robert G. Nelson  
Superintendent  
Fresno Unified School District

I, Keshia Thomas, Clerk of the Board of Education of the Fresno Unified School District, do hereby certify that the foregoing Amendment No. 2 to the Superintendent's September 13, 2017 Employment Agreement was approved by the District's Board of Education in open session at its regular meeting this \_\_\_\_ day of \_\_\_\_, 2021.

\_\_\_\_\_  
Keshia Thomas, Clerk  
Board of Education  
Fresno Unified School District

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-10**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve/Adopt**

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

**TITLE AND SUBJECT:** Approve Positions and Adopt New and Revised Job Descriptions for Fresno Teachers Association - Trades and International Association of Machinists and Aerospace Workers Crafts, and the Revised Fresno Teacher Association - Trades Hourly Salary Schedule for the Positions Listed Below

**ITEM DESCRIPTION:** Approval is requested for revised and new job descriptions for Fresno Teachers Association (FTA) -Trades and for International Association of Machinists and Aerospace Workers (IAMAW) Crafts, and the revised FTA – Trades Hourly Salary Schedule in accordance with collaborative discussions. The reason for bringing the revised current FTA-Trades Hourly Salary Schedule for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. The salary schedule identifies the job description and position title for every employee position, the pay rate for each identified position and indicates the time base. These positions are designated Classified, non-exempt.

FTA-Trades Revised and New Job Descriptions of:

- Boiler and Heating Equipment Mechanic
- Electrician
- Electronics Service Specialist
- Equipment Operator I
- Equipment Operator II
- Floor Covering Worker
- Glazier
- HVAC and Refrigeration Mechanic
- Irrigation Specialist
- Laborer – Filter Changer
- Laborer – Maintenance
- Painter
- Plumber
- Roofer
- Telecommunications Technician
- Lead Electrician - New
- Lead Electronics Service Specialist - New
- Lead Equipment Operator II - New
- Lead Floor Covering Worker - New
- Lead Glazier - New
- Lead HVAC and Refrigeration Mechanic - New



Lead Irrigation Specialist - New  
Lead Mobile Maintenance - New  
Lead Painter  
Lead Plumber - New  
Lead Roofer

The IAMAW Crafts Revised and New Job Descriptions of:

Carpenter  
Concrete Worker/Finisher  
Locksmith  
Metal Trades II  
Vehicle Utilities Worker  
Vehicle/Equipment Mechanic  
Lead Carpenter  
Lead Locksmith - New  
Lead Metal Trades II - New  
Lead Vehicle/Equipment Mechanic - New

Agenda item backup materials are available for review in the Board Office.

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

PREPARED BY: Manjit Atwal,  
Manjit Atwal

DIVISION: Human Resources  
PHONE NUMBER: (559) 457-3501

CABINET APPROVAL: Paul Idsvoog,  
Chief Human Resources

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert L. Nelson

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-11**

AGENDA SECTION: A

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

ACTION REQUESTED: Approve/Adopt

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

TITLE AND SUBJECT: Approve Positions and Adopt New and Revised Job Descriptions and Revised Management Salary Schedules

ITEM DESCRIPTION: For Board approval of positions and adoption of new and revised job descriptions and revised management salary schedules for the positions listed below:

**Student Wellness Program Manager - New**

This position is accountable for improving student achievement as part of the Food Services Unit and in support of the Fresno Unified School District (FUSD) strategic plan, manages the implementation and maintenance of the Wellness Policy and all aligning programs, partnerships and committees. Responsible for the tri-annual assessment process and coordinating disparate elements within the district such as nutrition, curriculum, health services and Department of Prevention and Intervention (DPI). Responsible for community outreach as well as coordinating the student wellness committee and performing outreach to parents and community. Acts as a liaison to site-staff to provide wellness resources to teachers and parents. Supervise and evaluate the performance of assigned personnel and provide clear, constructive feedback to improve staff effectiveness.

This position is designated Management, exempt and placed E-24 of the Classified Management 261 Daily Salary Schedule.

**Design Lead - New**

This position serves as the chief design representative of the district in the planning, design and monitoring of school maintenance/construction and related facilities; recommend approval of preliminary plans, completed working drawings and specifications; works with commissioned architects in the design and construction of new facilities to assure compliance with district requirements and economy. Accountable for improving student achievement through the effective management of an assigned area; effectively plan, coordinate, and direct the operations of an assigned site or department in support of providing students access to high quality learning options and a variety of activities to achieve their personal best; assist department or site leaders in the implementation, monitoring and compliance of assigned functions or activities to assist students to stay in school on target to graduate.

This position is designated Management, exempt and placed E-24 of the Classified Management 261 Daily Salary Schedule.

#### Prevention and Intervention Executive - Revised

This job description reflects the increased scope of responsibilities with expanded social and emotional services support and associated staffing increase. The salary placement from Executive Director (E-29) to Prevention and Intervention Executive (E-31) reflects the increased scope of responsibilities. This position is accountable for improving whole child student well-being and achievement for all students with special attention on students requiring additional social emotional support; develop and lead a service-oriented department to support, schools, site leaders, and intervention staff; collaborate with all District departments to develop and integrate comprehensive and effective social emotional, mentoring and attendance support services to meet the needs of students and families; provide leadership and direction to professional, technical and clerical staff in a major program area of the District to ensure timely delivery of high quality services; supervise and evaluate the performance of assigned personnel on a regular basis and provide clear, constructive feedback to improve staff effectiveness in support of professional learning, mental health and social emotional supports and interventions within a Multi-Tiered System of support.

This position is designated Management, exempt and placed E-31 of the revised Classified Management 261 Daily Salary Schedule.

#### Budget Analyst II - Revised

This position reflects the job title change and alignment with expanded current required scope of responsibilities and duties. The salary placement on E-22 reflects the more appropriate placement based on the January 2021 classification/compensation study. This position is accountable for improving student achievement through the effective management of an assigned area; perform a variety of independent technical and analytical duties in the areas of budgetary analysis and development, position control, attendance accounting and financial management to ensure the financial viability of the District and provide timely delivery of high quality services to meet the needs of the sites and departments; train, supervise and evaluate assigned staff.

This position is designated Management, exempt and placed E-22 of the revised Classified Management 261 Daily Salary Schedule.

#### Budget Analyst I – Revised

This position reflects the job title change and alignment with expanded current required scope of responsibilities and duties. The salary placement on E-18 reflects the more appropriate placement based on the January 2021 classification/compensation study. This position is accountable for improving student achievement through the effective management of an assigned area; under general direction of an assigned supervisor, perform a variety of technical and analytical duties in the areas of budgetary analysis and development, position control, attendance accounting and financial management to provide timely delivery of high quality services and assist in ensuring the financial viability of the District.

This position is designated Management, exempt and placed E-18 of the revised Classified Management 261 Daily Salary Schedule.

#### Accounting Supervisor - Revised

This position reflects the current required scope of responsibilities and duties. The salary placement on E-17 reflects the more appropriate placement based on the January 2021 classification/compensation study. This position is accountable for planning, organizing, supervision and participation in the efficient and timely preparation of the District accounts payable, accounts receivable, and cash receipt activities to provide timely delivery of high quality services; ensure maintenance and accuracy of comprehensive

accounting records; hire, train, supervise, evaluate and provide clear expectations to assigned staff; implement and review current internal controls for compliance and ensure payments are being made accurately; operates as the subject matter expert and escalation point to resolve issues and continuously look for improvements in the operational processes and designs and implements initiatives.

This position is designated Management, exempt and placed E-17 of the revised Classified Management 261 Daily Salary Schedule.

#### Payroll Supervisor - Revised

This position reflects the current required scope of responsibilities and duties. The salary placement on E-17 reflects the more appropriate placement based on the January 2021 classification/compensation study. This position is accountable for planning, organizing, supervision, and participation in the efficient and timely preparation of the District payroll to provide timely delivery of high-quality services; ensure maintenance and accuracy of comprehensive payroll records; hire, train, supervise, evaluate and provide clear expectations of assigned staff. Operates as the subject matter expert and escalation point to resolve issues and continuously look for improvements in the operational processes and designs and implements those initiatives.

This position is designated Management, exempt and placed E-17 of the revised Classified Management 261 Daily Salary Schedule.

#### Employee Service Center Supervisor - Revised

This position reflects the current required scope of responsibilities and duties. The salary placement on E-17 reflects the more appropriate placement based on the January 2021 classification/compensation study. This position is accountable for planning, organizing, supervision, and participation in the efficient daily operations of the Employee Service Center. This unit responds to department, employee inquiries pertaining to human resources and payroll issues, and processes transactions in these areas. Builds the cross functional knowledge in all unit members, oversees the prompt processes of transactions, ensures maintenance and accuracy of comprehensive records, and minimizes errors and duplication through close monitoring through verification of transactions. Operates as the subject matter expert and escalation point to resolve issues and continuously look for improvements in the operational processes and designs and implements those initiatives.

This position is designated Management, exempt and placed E-17 of the revised Classified Management 261 Daily Salary Schedule.

Agenda item backup materials are available for review in the Board Office.

FINANCIAL SUMMARY: Sufficient funds are available at this time.

PREPARED BY: Manjit Atwal,  
Executive Director

DIVISION: Human Resources  
PHONE NUMBER: (559) 457-3501

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

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert M. Nelson

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-12**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Agreement with Fresno Chaffee Zoo**

**ITEM DESCRIPTION:** Fresno Chaffee Zoo will provide summer enrichment learning opportunities at the zoo for Fresno Unified School District students that incorporates small group activities involving arts, crafts, artifacts, and games. Enrichment and learning experiences will also include behind-the-scenes adventures at the zoo, art projects, and visits from ambassador zoo animals.

Students will be provided with opportunities to interact and learn with each other and with zoostaff/facilitators.

The Fresno Chaffee Zoo will serve a maximum of 80 students per week during the summer.

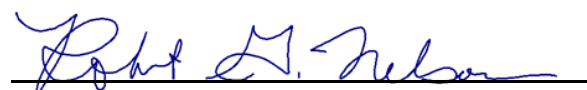
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$29,484 are available in the In-Person Instruction Grant.

**PREPARED BY:** Jeremy Ward,  
Executive Officer


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

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

**SUPERINTENDENT APPROVAL:**



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Fresno Chaffee Zoo

894 W. Belmont Ave, Fresno, CA 93728

**Vendor Name**

**Address**

(559) 498-5915

Jon Forrest Dohlin

**Phone Number**

**Vendor Contact**

**From:** June 14, 2021

**Through:** June 30, 2021

**Term (Duration)**

**FUSD Contract Administrator:**

Jeremy Ward

College & Career Readiness/Ext Learning (559) 248-7465

**Name**

**Site/ Dept**

**Telephone number**

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

060-7422-0790-1110-1000-5899

**Annual Cost** \$ 29,484.00

(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:

Fresno Chaffee Zoo will provide summer enrichment learning opportunities at the zoo for Fresno Unified students that incorporates small group activities involving arts, crafts, artifacts, and games. Enrichment and learning experiences will also include behind-the-scenes adventures at the zoo, art projects, and visits from ambassador zoo animals. Students will be provided with opportunities to interact and learn with each other and with zoo staff/facilitators. Fresno Chaffee Zoo will provide an executive summary report and invoice that contains hours of services provided directly to Fresno Unified students, updates on program elements and new services being added or developed. The Fresno Chaffee Zoo can serve a maximum of 80 students per week at a rate of \$135.00 per student per week during the summer.

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:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

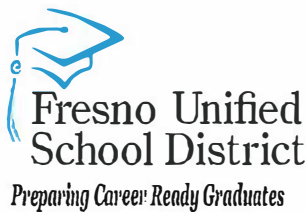
Dina Lopez

College & Career Readiness/Ext Learning

**Name**

**Department**





# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION College & Career Readiness/Ext Learning

School/Department Budget: 060-7422-0790-1110-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Fresno Chaffee Zoo

Contractor's Contact Person: Jon Forrest Dohlin

Contractor's Title: Chief Executive Officer

Contractor's Telephone  
Number: (559) 498-5915

Contractor's E-mail: jdohlin@fresnochaffeezoo.org


Contractor's Address: 894 W. Belmont Ave, Fresno, CA 93728

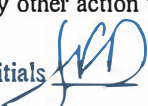
Contractor's Taxpayer ID# or  
SSN#: 42-1661145

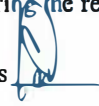
This Independent Contractor Services Agreement is made and entered into effective 06/14/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

#### 1. Contractor Services. Contractor agrees to provide \_\_\_\_\_

Fresno Chaffee Zoo will provide summer enrichment learning opportunities at the zoo for Fresno Unified students that incorporates small group activities involving arts, crafts, artifacts, and games. Enrichment and learning experiences will also include behind-the-scenes adventures at the zoo, art projects, and visits from ambassador zoo animals. Students will be provided with opportunities to interact and learn with each other and with zoo staff/facilitators. Fresno Chaffee Zoo will provide an executive summary report and invoice that contains hours of services provided directly to Fresno Unified students, updates on program elements and new services being added or developed. The Fresno Chaffee Zoo can serve a maximum of 80 students per week at a rate of \$135.00 per student per week during the summer.

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 06/14/20 , , and shall terminate on 06/30/20 . 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 \$ 135.00 per student Not to exceed \$ 29,484.00 . Checks will be made payable to Fresno Chaffee Zoo . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here 
  - a. Lodging \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
  - b. Meals \_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
  - c. Travel \_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
  - d. Supplies \_\_\_\_\_ As negotiated with school/department contracting for service.
  - e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 29,484.00
  - 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 

District's initials 
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](mailto: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 thenotice.

District:

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

Contractor: Fresno Chaffee Zoo

*Name:* Jon Forrest Dohlin

*Address:*

894 W. Belmont Ave, Fresno, 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**

Fresno Chaffee Zoo

\_\_\_\_\_  
*Name: Jon Forrest Dohlin, Title: Chief Executive Officer*

\_\_\_\_\_  
*Date*

Approved As To Form:

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

\_\_\_\_\_  
*4/19/2021*  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-13**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Agreement with SMALLIFY**

**ITEM DESCRIPTION:** SMALLIFY will provide online, summer enrichment learning opportunities for Fresno Unified students that incorporate small group activities including design thinking strategies, communication and team building, goal setting, and creative collaboration as part of internship onboarding for up to 150 middle and high school students.

Students will be provided with opportunities to interact and learn with each other and with design thinking specialists/facilitators.

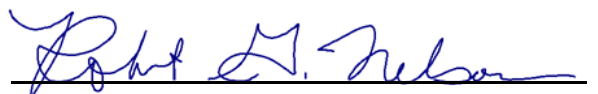
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$25,000 are available in the K16 Collaborative Grant budget.

**PREPARED BY:** Jeremy Ward,  
Executive Officer

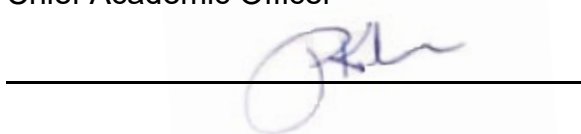
**DIVISION:** Instructional Division  
**PHONE NUMBER:** (559) 457-3731

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

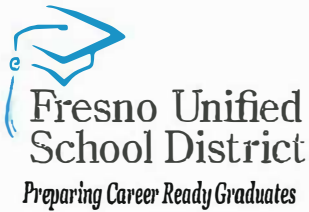
**SUPERINTENDENT APPROVAL:**



Robert L. Nelson



Kim Mecum



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

SMALLIFY

**Vendor Name**

650-815-9302

**Phone Number**

**From:** June 1, 2021

**Term (Duration)**

**FUSD Contract Administrator:**

Jeremy Ward

**Name**

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

336 Lexington Drive

Menlo Park, CA 94025

**Address**

David Viotti

**Vendor Contact**

**Through:** June 30, 2021

College and Career Readiness

248-7465

**Site/ Dept**

**Telephone number**

060-9073-0710-3800-1000-5899

**Annual Cost** \$ 25,000.00

(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:**

SMALLIFY will provide online workshops as part of summer internship onboarding for students.

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:**

*Signed*

*Date*

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

*Signed*

*Date*

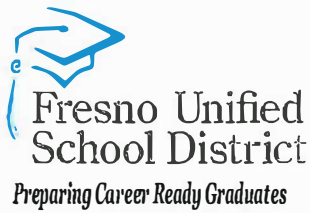
Please return signed contract to:

Dina Lopez

**Name**

College and Career Readiness

**Department**



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION College and Career Readiness

School/Department Budget: 060-9073-0710-3800-1000-5899

District Contact Person: Jerney Ward

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: SMALLIFY

Contractor's Contact Person: David Viotti

Contractor's Title: CEO

Contractor's Telephone Number: 650-815-9302

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

Contractor's Address: 336 Lexington Drive Menlo Park, CA 94025

Contractor's Taxpayer ID# or SSN#: 47-1928630

This Independent Contractor Services Agreement is made and entered into effective 06/01/21, (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide \_\_\_\_\_

SMALLIFY LLC will provide online workshops as part of summer internship onboarding for studnets.

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 01/01/2021 , 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.
4. Payment. District agrees to pay Contractor at following rate of \$ 25,000.00 per one-tyr . Not to exceed \$ 25,000.00 . Checks will be made payable to SMALLIFY . 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 DCV
- Lodging \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. *\*Receipt Required.*
  - Meals \_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *\*Receipt Required.*
  - Travel \_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
  - Supplies \_\_\_\_\_ As negotiated with school/department contracting for service.
  - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 25,000.00
  - 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 DCV District's initials [Signature]
11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at [Paul.Idsvoog@fresnounified.org](mailto: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 DCV

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: SMALLIFY

Name: David Viotti

Address:

336 Lexington Drive  
Menlo Park, CA 94025

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**


SMALLIFY



\_\_\_\_\_  
*Name: David Viotti, Title: CEO*  
April 21, 2021

\_\_\_\_\_  
*Date*

Approved As To Form:

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

*4/23/2021*  
\_\_\_\_\_  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-14**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Agreement with Growthpoint Technologies**

**ITEM DESCRIPTION:** Growthpoint Technologies will provide summer enrichment learning opportunities for Fresno Unified School District students incorporating team-based activities varying from fundamental concepts in technology, engineering, math, science, and art.

Learning opportunities are available in-person and virtually. Students will be provided with opportunities to interact and learn with each other. Growthpoint will provide an executive summary report and invoice that contains hours of services provided directly to Fresno Unified.

At least 550 students will be served during the summer, between June 14 – June 30, 2021.

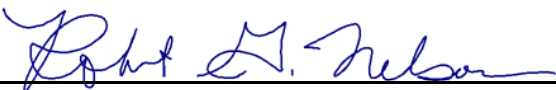
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$150,150 are available in the In-Person Instruction Grant

**PREPARED BY:** Jeremy Ward,  
Executive Officer

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

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

**SUPERINTENDENT APPROVAL:**



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**Fresno Unified  
School District**

*Preparing Career Ready Graduates*

## **Fresno Unified School District Contract Routing Form**

*Completed independent contract agreement must be attached*

Growthpoint Technologies

PO Box 27486, Fresno CA 93729

**Vendor Name**

**Address**

(559) 270-6896

Pichbaremey Vong

**Phone Number**

**Vendor Contact**

**From:** June 14, 2021

**Through:** June 30, 2021

**Term (Duration)**

**FUSD Contract Administrator:**

Jeremy Ward

College & Career Readiness/Ext Learning (559) 248-7465

**Name**

**Site/ Dept**

**Telephone number**

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

060-7422-0790-1110-1000-5899

**Annual Cost** \$ 150,150.00

(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:**

Growthpoint Technologies will provide summer enrichment learning opportunities for Fresno Unified students that incorporates team-based activities varying from fundamental concepts in technology, engineering, math, science, and art. Learning opportunities are available in-person and virtual. Students will be provided with opportunities to interact and learn with each other. Growthpoint Technologies will provide an executive summary report and invoice that contains hours of services provided directly to Fresno Unified students, updates on program elements and new services being added or developed. Growthpoint Technologies will serve at least 550 students in the summer for June 2021.

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:**

*Signed*

*Date*

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

*Signed*

*Date*

Please return signed contract to:

Dina Lopez

**Name**

College & Career Readiness/Ext Learning

**Department**





# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION College & Career Readiness/Ext Learning

School/Department Budget: 060-7422-0790-1110-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Growthpoint Technologies

Contractor's Contact Person: Picharemy Vong

Contractor's Title: Managing Partner

Contractor's Telephone Number: (559) 270-6896

Contractor's E-mail: jet@ercdata.com

Contractor's Address: PO Box 27486, Fresno CA 93729

Contractor's Taxpayer ID# or SSN#: 26-3529972

This Independent Contractor Services Agreement is made and entered into effective 06/14/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor") Growthpoint Technologies

#### 1. Contractor Services. Contractor agrees to provide P.V.

Growthpoint Technologies will provide summer enrichment learning opportunities for Fresno Unified students that incorporates team-based activities varying from fundamental concepts in technology, engineering, math, science, and art. Learning opportunities are available in-person and virtual. Students will be provided with opportunities to interact and learn with each other. Growthpoint Technologies will provide an executive summary report and invoice that contains hours of services provided directly to Fresno Unified students, updates on program elements and new services being added or developed. Growthpoint Technologies will serve at least 550 students in the summer for June 2021.

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 06/14/21 , 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 <sup>\$100 - based on camp offering</sup> ~~400~~ per student, not to exceed \$ 150,150.00. Checks will be made payable to Growthpoint Technologies . 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 P.V.
- Lodging \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. *\*Receipt Required.*
  - Meals \_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *\*Receipt Required.*
  - Travel \_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
  - Supplies \_\_\_\_\_ As negotiated with school/department contracting for service.
  - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 150,150.01
  - 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 P.V. District's initials [Signature]
11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at [Paul.Idsvoog@fresnounified.org](mailto: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.

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- 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.



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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 P.V. District's initials [Signature]

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

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

District:

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

Contractor: Growthpoint Technologies

*Name:* Pichbaremey Vong

*Address:*

PO Box 27486, Fresno CA 93729

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

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



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

**DISTRICT**

Fresno Unified School District

\_\_\_\_\_  
*Santino Danisi, Interim Chief Financial Officer*

\_\_\_\_\_  
*Date*

**CONTRACTOR**

Growthpoint Technologies

  
\_\_\_\_\_  
*Name: Pichbareney Vong, Title: Managing Partner*

*04/19/2021*  
\_\_\_\_\_  
*Date*

Approved As To Form:

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

*4/24/2021*  
\_\_\_\_\_  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-15**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Agreement with New Vision Aviation, Inc.**

**ITEM DESCRIPTION:** New Vision Aviation, Inc. will provide summer enrichment learning opportunities at Chandler Airport for Fresno Unified School District students that incorporate small group activities including building and flying model rockets and visiting Castle Air Museum, the Air National Guard Base in Fresno, the Air Traffic Control Tower at the Fresno Yosemite International Airport, the Naval Air Station in Lemoore, and the Reedley College Aviation program.

Students will be provided with opportunities to interact and learn with each other and with aviation specialists/facilitators.

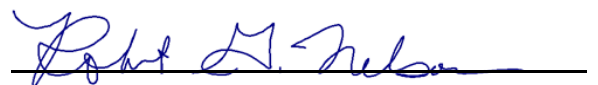
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$38,500 are available in the K16 Collaborative Grant budget.

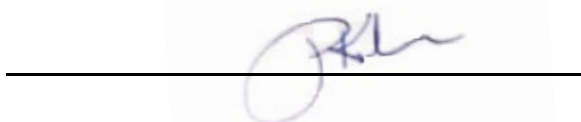
**PREPARED BY:** Jeremy Ward,  
Executive Officer

**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

New Vision Aviation, Inc.

510 W. Kearny Fresno, CA 93706

**Vendor Name**  
559-797-6034

**Address**  
Joseph Oldham

**Phone Number**

**Vendor Contact**

**From:** June 14, 2021

**Through:** June 18, 2021

**Term (Duration)**

**FUSD Contract Administrator:**  
Jeremy Ward

Summer CTE Camp Summer 2021

**Name**

**Site/ Dept**

**Telephone number**

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

060-9073-0710-3800-1000-5899

**Annual Cost** \$ 7,015.00

(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:

Aviation Camp for the week of June 14-18 for twenty students. Students will spend several days at Chandler airport, create Bullpup model rockets with motors to build, fly, and keep. This also includes field trips to Castle Air Museum, Air National Guard Base in Fresno, ATC Tower Tour, NAS Lemoore Tour, Reedley College Aviation program tour, two 15-minute demo flights per student, and aircraft pilot training handbooks.

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

5/19/21

**Agenda Item #**

(Contracts of \$15,000.00 or more,

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

*[Signature]*  
Signed

4/25/21  
Date

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

*[Signature]*  
Signed

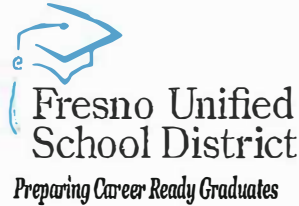
4/26/2021  
Date

Please return signed contract to:  
Dina Lopez

**Name**

College and Career Readiness

**Department**



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION Summer CTE Camp Summer 2021

School/Department Budget: 060-9073-0710-3800-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: New Vision Aviation, Inc.

Contractor's Contact Person: Joseph Oldham

Contractor's Title: President/CEO

Contractor's Telephone  
Number: 559-797-6034

Contractor's E-mail: josepholdham4870h@gmail.com

Contractor's Address: 510 W. Kearny Fresno, CA 93706

Contractor's Taxpayer ID# or  
SSN#: 364893866

This Independent Contractor Services Agreement is made and entered into effective 06/14/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor") New Vision Aviation, Inc.

#### 1. Contractor Services. Contractor agrees to provide \_\_\_\_\_

Aviation Camp for the week of June 14-18 for twenty students. Students will spend several days at Chandler airport, create Bullpup model rockets with motors to build, fly, and keep. This also includes field trips to Castle Air Museum, Air National Guard Base in Fresno, ATC Tower Tour, NAS Lemoore Tour, Reedley College Aviation program tour, two 15-minute demo flights per student, and aircraft pilot training handbooks.

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 06/14/21, and shall terminate on 06/18/21. 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 \_\_\_\_\_ per \_\_\_\_\_, not to exceed \$ 7,015.00. Checks will be made payable to New Vision Aviation, Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here JS
- 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): \$ 7,015.00
  - 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 JS District's initials JS
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](mailto: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



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Contractor's initials



District's initials



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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.
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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.
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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:

Contractor: New Vision Aviation, Inc.

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

Name: Joseph Oldham

Address:  
510 W. Kearny  
Fresno, CA 93706

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**

New Vision Aviation, Inc.

\_\_\_\_\_  
Name: *Joseph Oldham*, Title: President/CEO

\_\_\_\_\_  
Date

Approved As To Form:

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

\_\_\_\_\_  
Date



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-16**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Addendum to Agreement with Wilderness Outdoor Leadership Foundation

**ITEM DESCRIPTION:** Due to the incredible response to the Wilderness Outdoor Leadership Foundation (WOLF) virtual camp experience, Goal 2 is requesting to increase the established agreement amount by \$30,000. This increase will cover additional school sites who requested the camp experience.

The WOLF virtual camp experience provides sixth grade students with an opportunity to experience a virtual day-at-camp complete with direct instruction as well as synchronous hands-on activities. Each student receives a camp packet that includes three activities that are integral to the overall camp presentation. The student packets are delivered to the school sites ten days before the scheduled camp date to allow the sites to integrate the camp packets to their existing parent/student materials pick-up schedule. In addition to the activities, students have opportunities to ask questions and interact directly with the presenting WOLF naturalists.

If you have any questions or require additional information, please contact Joe Di Filippo at 457-3866, or 559-960-5229.


**FINANCIAL SUMMARY:** Sufficient funds of \$30,000 are available in the Goal 2 budget.

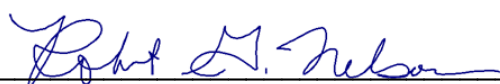
**PREPARED BY:** Joe Di Filippo,  
Vice Principal on Special Assignment

**DIVISION:** Instructional Division  
**PHONE NUMBER:** (559) 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*

Wilderness Outdoor Leadership Foundation (WOLF)

Vendor Name

(818) 991-6707

Phone Number

From: December 10, 2020

Term (Duration)

FUSD Contract Administrator:

Bryan Wells

Name

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

~~\$150,000~~ **\$180,000**

Annual Cost ~~\$150,000.00~~ (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:

The Wilderness Outdoor Leadership Foundation (WOLF) virtual camp experience will provide sixth grade students with an opportunity to experience a virtual day-at-camp complete with direct instruction as well as synchronous hands-on activities. Each student receives a camp packet that includes three activities that are integral to the overall presentation. The entire camp experience lasts three hours and conforms to current sixth grade instructional schedules.

The response from our sixth grade classrooms has been fantastic. This \$30,000 increase to the approved amount represents the final NTE amount for the school year. WOLF will continue to provide the virtual camp experience as was originally agreed to and described in the above Contractor services description.

Date Item is to appear on Board of Education Agenda:

12/10/20 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Bryan W. Wells 4/27/21  
Signed Date

Reviewed & approved by Executive Director, Risk Management:

Andrew R. Paine 5.3.2021  
Signed Date

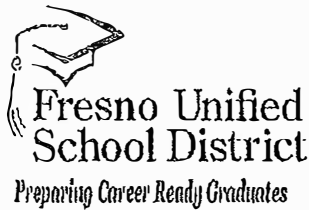
Please return signed contract to:

Leticia deSantiago, Goal 2, 457-3476

Name

Department





# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION Goal 2, Leadership

School/Department Budget: 030-0173-0xxx-G006-5899

District Contact Person: Joe Di Filippo, VPSA

Budget Manager Approval: 

Contractor's Vendor Name: Wilderness Outdoor Leadership Foundation (WOLF)

Contractor's Contact Person: Michael Woodruff

Contractor's Title: Director

Contractor's Telephone Number: (818) 991-6707

Contractor's E-mail: woody@wolfadventures.org

Contractor's Address: 301 Science Drive #142, Moorpark, CA 93021

Contractor's Taxpayer ID# or SSN#: 95-4563807

This Independent Contractor Services Agreement is made and entered into effective 12/10/20 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

#### 1. Contractor Services. Contractor agrees to provide

The Wilderness Outdoor Leadership Foundation (WOLF) agrees to provide a virtual camp experience for scheduled sixth grade students providing them with an opportunity to experience a virtual day-at-camp complete with direct instruction as well as synchronous hands-on activities. Each student will receive a camp packet that includes three activities which are integral to the overall presentation. The entire camp experience will last three hours and conform to the current Fresno Unified School District sixth grade instructional schedule.

The response from our sixth grade classrooms has been fantastic and unexpected. This \$30,000 increase to the approved amount represents the final NTE amount for the school year. WOLF will continue to provide the virtual camp experience as was originally agreed to and described in the above Contractor services description.

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 \$ ~~44.00~~ per student Not to exceed \$ ~~150,000.00~~ **\$180,000** Checks will be made payable to Wilderness Outdoor Leadership Foundation. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.** Yes (See below)

No, Vendor Initial here

- a. Lodging 0 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.
- b. Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.
- c. Travel 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies 0 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and a- d): \$ ~~150,000.00~~ **\$180,000**
- f. Other 0

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

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

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

Contractor's Initials

District's Initials

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@fresounified.org](mailto:Paul.Idsvoog@fresounified.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 acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
  - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
  - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the 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.

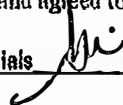
c. Acceptance of Insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such Insurance policies 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: Wilderness Outdoor Leadership Foundation

Name: Michael Woodruff

Address:

301 Science Drive #142  
Moorpark, CA 93021

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

 5/5/21

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 Danis, Interim Chief Financial Officer

Date

**CONTRACTOR**

Wilderness Outdoor Leadership Foundation

Michael Woodruff, Interim Director

Date

Approved As To Form:

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

5.3.2021  
Date

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-17**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Agreement with Leadership Associates**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Leadership Associates to conduct an executive search for the vacant position of Assistant Superintendent of Special Education.

The agreement with Leadership Associates will include the following:

- All meetings with the Superintendent and designated staff as needed
- Publishing and announcement of position description
- Acceptance of applications and responding to all inquiries regarding position
- Advertisement and consultant expenses
- Recruitment of candidates and extensive background checks
- Supporting the Superintendent for the interview, including draft questions and final selection of candidate
- Contracting candidates that did not get an interview
- Acting as an advisor to the Superintendent

The contractor is to perform the above services beginning May 20, 2021. The cost to the District is \$22,000.

**FINANCIAL SUMMARY:** Sufficient funds of \$22,000 are available in the Human Resources budget.

**PREPARED BY:** Manjit Atwal,  
Executive Director

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

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

**SUPERINTENDENT APPROVAL:**

Paul Idsvoog

Robert M. Nelson



Fresno Unified  
School District

Preparing Career Ready Graduates

# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

LEADERSHIP ASSOCIATES

3905 State Street #7-407

**Vendor Name**

(805) 364-2775

**Address**

Santa Barbara, CA 93105

**Phone Number**

**Vendor Contact**

**From:** May 20, 2021

**Through:** December 30, 2021

**Term (Duration)**

**FUSD Contract Administrator:**

Manjit Atwal

Human Resources

(559) 457-3504

*Name*

*Site/ Dept*

*Telephone number*

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

030-0720-0930-0000-7200-5899

**Annual Cost** 22,000.00

(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:**

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct an Executive Search for the position Assistant Superintendent of Special Education, as delineated in the attached Summary of Services.

Please view attached contract with Leadership Associates Services Agreement.

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

May 19, 2021 Agenda Item # A17 (Contracts of \$15,000.00 or more)

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

Paul Adewogbo

5/12/2021

Signed

Date

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



5/12/2021

Signed

Date

Please return signed contract to:

Manjit Atwal

Human Resources

*Name*

*Department*



## LEADERSHIP ASSOCIATES SERVICES AGREEMENT Assistant Superintendent of Special Education

**LEADERSHIP ASSOCIATES**  
[www.leadershipassociates.org](http://www.leadershipassociates.org)  
3905 State Street #7-407  
Santa Barbara, CA 93105  
(805) 364-2775

### AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **20th day of May, 2021**, between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and **FRESNO UNIFIED SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

**The Contractor will conduct an Executive Search for the position Assistant Superintendent of Special Education, as delineated in the attached Summary of Services**

The District agrees to pay the Contractor **TWENTY-TWO THOUSAND DOLLARS (\$22,000)** for services provided. Payment is to take place in two increments: **(1) \$11,000** thirty days after contract approval, and **(2), \$11,000** upon selection of a finalist. The Contractor will submit invoices to the District for each of the payment increments. Payments are due within 30 days of receipt of invoice.

**Remittance payable/forwarded to: Leadership Associates**  
**Attn: Linda Hunt**  
**50855 Washington Street #C205**  
**La Quinta, CA 92253**

The Contractor is to perform the above services beginning May 20, 2021.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:  
LEADERSHIP ASSOCIATES  
Taxpayer ID#: 68-038 3653

DISTRICT:  
FRESNO UNIFIED SCHOOL DISTRICT

By: Kent Bechler

By: \_\_\_\_\_

Name: Kent Bechler, Ph.D.

Name: Santino Danisi

Title: Consultant

Title: Chief Financial Officer

Date: April 28, 2021

Date: APPROVED AS TO FORM

Andrew De La Torre 5/12/2021  
Andrew De La Torre, Executive Director

## **SUMMARY OF SERVICES AND FEES**

### **FRESNO UNIFIED SCHOOL DISTRICT EXECUTIVE SEARCH**

#### **POSITION: Assistant Superintendent of Special Education**

#### **TOTAL FEE TO CONDUCT SEARCH – All Inclusive: \$22,000**

This fee includes:

- All meetings with the Superintendent and designated staff as needed
- Publishing and announcement of position description
- Acceptance of applications and responding to all inquiries regarding position
- Advertisement and consultant expenses
- Recruitment of candidates and extensive background checks
- Supporting the Superintendent for the interviews, including draft questions and final selection of candidate
- Contacting candidates that did not get an interview
- Acting as an advisor to the Superintendent

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-18**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Addendum to Agreement with Microsoft Premier**

**ITEM DESCRIPTION:** Included in the Board binders is an addendum to the agreement with Microsoft Premier to provide additional consulting hours to complete the upgrade of our System Center Configuration Manager (SCCM) tool that automates imaging of our 70,000 student laptops.

Microsoft Premier is the division of Microsoft that provides proactive consulting services and reactive support for large partners, including Fresno Unified School District. The current annual contract provides \$89,218 for these services and support. Additional consulting hours are required this year to complete the SCCM upgrade.

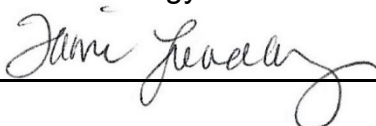
**FINANCIAL SUMMARY:** The cost for the additional consulting services is \$12,565 and will be used before June 30, 2021. Sufficient funds in the amount of \$12,565 are available in the Information Technology budget.

**PREPARED BY:** Philip Neufeld,  
Executive Officer

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

**CABINET APPROVAL:** Tami Lundberg,  
Chief Technology Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_





Fresno Unified  
School District  
*Preparing Career Ready Graduates*

# Fresno Unified School District

## Contract Routing Form

*Completed independent contract agreement must be attached*

Microsoft Premier

1065 La Avenida Street, Mountain View, CA. 94043

**Vendor Name**

**Address**

512-497-7316

Staci Jacobs

**Phone Number**

**Vendor Contact**

**From:** 07/01/2020

**Through:** 06/30/2021

**Term (Duration)**

**FUSD Contract Administrator:**

Kurt Madden

Information Technology

559-457-3868

**Name**

**Site/ Dept**

**telephone number**

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

030-0140-0885-0000-7700-5899

**Annual Cost \$** \$ 89,218.00 (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:** \_\_\_\_\_ (initials)

**Scope of Work Summary:**

Microsoft Premier Support Services for elevated access to consulting from Microsoft Premier Team to support district technology

Date Item is to appear on Board of Education Agenda:

(Contracts of \$15,000.00 or more) **06/17/2020**

Reviewed & approved by Cabinet Level Officer:

**Signed**

**Date**

Reviewed & approved by Executive Director, Risk Management:

**Signed**

**Date**

Please return signed contract to:

Steve Evans

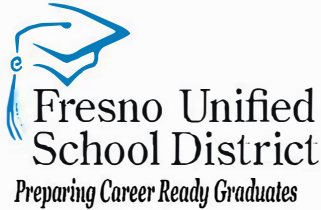
Information Technology

73180

**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: 030-0140-0885-0000-7700-5899

District Contact Person: Kurt Madden

Budget Manager Approval: [Signature]

Contractor's Vendor Name: Microsoft Premier

Contractor's Contact Person: Staci Jacobs

Contractor's Title: Premier Services Sales Professional

Contractor's Telephone Number: 512-497-7316

Contractor's E-mail: stas@microsoft.com

Contractor's Address: 1065 La Avenida Street, Mountain View, CA. 94043

Contractor's Taxpayer ID# or SSN#:

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

1. Contractor Services. Contractor agrees to provide

Microsoft Premier Support Services for elevated access to consulting from Microsoft Premier Team to support district technology

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 07/01/2020 , and shall terminate on 06/30/2021 . 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 \$ 89,218.00 per not to exceed . Checks will be made payable to Microsoft Corporation . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses: ☐ Yes (see below) ☒ No, Vendor initial here \_\_\_\_\_
  - a. Lodging \$ 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): \$ 89,218.00
  - 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. Conflict of Interest. Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.
11. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
12. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit. Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.
13. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

District:

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

Contractor:

Name: **Microsoft Premier**  
Address: 1065 La Avenida Street,  
Mountain View, CA. 94043

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

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

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

**DISTRICT**

Fresno Unified School District



*Ruth F. Quinto, Deputy Superintendent / CFO*

6/23/2020

*Date*

**CONTRACTOR**

Microsoft Premier

\_\_\_\_\_  
*Name/Title*

\_\_\_\_\_  
*Date*

Approved As To Form:



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

5.24.2020

*Date*

# Microsoft Premier Support Services Description – State and Local Government/Education

(Microsoft Affiliate to complete)  
Master Services Agreement Number

U9404136


(Microsoft Affiliate to complete)  
Services Description Number

RK02207-284885-340182

This services description ("**Services Description**") is made pursuant to the Microsoft Master Services Agreement – State and Local, (the "**Agreement**"), by and between the undersigned parties or their affiliates, effective as of 03/06/2007, which is incorporated herein by this reference. In this Services Description "**Customer**" means the undersigned customer and "**Microsoft**" means the undersigned Microsoft affiliate. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement. This Services Description is comprised of this cover page, the Services Description terms below and any attachments or exhibits to this Services Description, which are incorporated herein by this reference.

Customer Invoice Information		
Name of Customer <b>Fresno Unified School District</b>		Contact Name (This person receives invoices under this Services Description unless otherwise specified on Customer's purchase order.)
Name of Customer or Affiliate that executed the Agreement if different than the undersigned		
Street Address		Contact E-mail Address
City	State/Province	Phone
Country	Postal Code	Fax
Invoicing		
Premier Support is a prepaid service and all fees and any applicable taxes are due upon acceptance of this Services Description. Microsoft must be in receipt of a purchase order, check, or other acceptable form of payment before Microsoft will begin providing Services. Microsoft will invoice Customer for additional Services performed and expenses incurred. Microsoft invoices are payable in full within 30 days of date of the invoice and will be directed to Customer's representative for payment at the address shown above unless otherwise specified in a Customer purchase order.		
Term		
This Services Description shall commence on <u>07/01/2020</u> or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire twelve (12) months from the Commencement Date (the "Expiration Date"). This Services Description shall be amended prior to the then current Expiration Date. In order for Microsoft to continue work after the Expiration Date of the Services Description, Customer and Microsoft must agree in writing to a new Services Description identifying the terms upon which Customer and Microsoft agree.		

By signing below the parties acknowledge and agree to be bound to the terms of the Agreement and this Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) <b>Fresno Unified School District</b>	Name <b>Microsoft Corporation</b>
Signature 	Signature
Name of person signing (please print) <b>Ruth F. Quinto</b>	Name of person signing (please print)

Approved as to Form



Title of person signing (please print) Deputy Superintendent/CFO	Title of person signing (please print)
Date 6/23/2020	Date

**1. OVERVIEW.** This Services Description describes the various types of Microsoft Premier Support that may be obtained (the "Services") by Customer. In addition, it sets forth the parties' respective responsibilities, prerequisites and assumptions that underlie the provision of the Services, applicable fees, and additional terms and conditions. Unless Microsoft's specifies otherwise, the Services are charged on an hourly basis and will be deducted from the total number of hours Customer has purchased as set forth in the in the attached Fee and Named Contacts Schedule(s) ("FNCS").

**2. AVAILABLE SERVICES.** Customer may purchase a combination of the following Services, subject to certain minimum requirements. The Services Customer purchases and the associated fees will be set forth in the attached Fee and Named Contacts Schedule(s). The complete list of Services below may not be available in all countries. For a detailed list of Services available outside the US, please contact Customer's assigned Microsoft resource ("Services Resource").

**2.1 Proactive Services.** Proactive services help maintain and improve the health of IT infrastructure and operations. As part of proactive support, Microsoft offers individual proactive services, available and categorized as maintenance, optimization or education services.

**2.1.1 Maintenance Services.** Maintenance services help prevent issues in Customer's Microsoft environment and are typically scheduled in advance of the service delivery to help ensure resource availability.

- a. **Assessment Program:** An assessment on the design, technical implementation, operations or change management of Customer's Microsoft technologies against Microsoft recommended practices. At the conclusion of the assessment, the Microsoft resource(s) will work directly with Customer to remediate possible issues and provide a report containing the technical assessment of Customer's environment, which may include a remediation plan.
- b. **Health Check:** An implementation assessment review of Customer's Microsoft engineer implementation against Microsoft recommended practices. A Microsoft resource plans the health check engagement with Customer, performs the review, analyzes the data and delivers a report upon completion.
- c. **Offline Assessment:** An automated assessment of Customer's Microsoft technology implementation with data collected remotely, or by a Microsoft engineer at Customer's location. The data gathered is analyzed by Microsoft using on-premises tools, and we provide Customer with a report of our findings and remediation recommendations.
- d. **Proactive Monitoring:** Delivery of technical operations monitoring tools and recommendations for tuning your server incident management processes. This service helps Customer to create incident matrices, conduct major incident reviews, and create the design for a sustained engineering team.
- e. **Proactive Operations Programs (POP):** A review with Customer staff of your planning, design, implementation or operational processes against Microsoft recommended practices. This review is done either onsite or remotely by a Microsoft support resource.
- f. **Risk and Health Assessment Program as a Service (RAP as a Service):** An automated assessment of Customer's Microsoft technology implementation, with data collected remotely. The gathered data is analyzed by Microsoft to create a finding report containing remediation recommendations.
- g. **Risk and Health Assessment Program as a Service Plus (RAP as a Service Plus):** RAP as a Service is provided and is followed up with a customized system optimization workshop at Customer location (for up to two days), that is focused on remediation planning and knowledge transfer.

**2.1.2 Optimization Services.** Optimization Services focus on the goals of optimal utilization of the Customer's technology investment.

- a. **Development Focused Services:** Services available to assist Customer staff build, deploy, and support applications built with Microsoft technologies.
- b. **IT Services Management:** A suite of services designed to help Customer evolve your legacy IT environment using modern service management approaches that enable innovation, flexibility, quality and operational cost improvements. Modern IT Service Management services may be delivered through remote or onsite advisory

sessions or workshops to help ensure your monitoring, incident management or service desk processes are optimized to manage the dynamics of cloud-based services when moving an application or service to the cloud.

- c. **Lab Services:** Where available in your geography, Microsoft can provide you with access to a lab facility to assist you with product development, benchmarking, testing, prototyping, and migration activities on Microsoft products.
- d. **Remediation Services:** Direct engagement with a Microsoft engineer to address findings identified during an Assessment service.
- e. **Security Services:** The Microsoft security solutions portfolio includes four focus areas: cloud security and identity, mobility, enhanced information protection and secure infrastructure. Security services help customers understand how to protect and innovate their IT infrastructure, applications and data against internal and external threats.

**2.1.3. Education Services.** Education services provide training that help to enhance Customer's support staff's technical and operational skills through either onsite, online or on-demand instruction. Customer may modify the contract to add funding for additional Education Services or, at Customer's request, Microsoft will deduct an equivalent amount of Customer's contracted Support Assistance hours to cover the Education Services Customer select. Education Services can include the following:

- a. **Chalk Talks:** Short interactive services, typically one-day sessions, that cover product and support topics provided in a lecture and demonstration format and are delivered by a Microsoft engineer either in person or online.
- b. **On-demand Education:** A subscription service that grants access to a collection of online training materials from a workshop library developed by Microsoft engineers. Subscriptions are sold on a per seat basis.
- c. **Webcasts:** Microsoft-hosted education sessions, available on a wide selection of support and Microsoft technology topics, delivered remotely online. Webcasts can be purchased on a per-attendee basis or as a dedicated delivery to your organization.
- d. **Workshops:** Advanced level technical training sessions, available on a wide selection of support and Microsoft technology topics, delivered by a Microsoft engineer in person or online. Workshops are purchased on a per-attendee basis or as a dedicated delivery to your organization. Workshops cannot be recorded without express written permission from Microsoft. **All registration requirements for Workshops must be completed by Customer 60 days prior to the expiration date of the applicable Fee and Named Contacts Schedule(s).**

Any materials or sample code provided to participants in conjunction with an Education Service are intended for the exclusive use of the participant.

**2.1.4. Support Assistance.** Where available, proactive services may be sold as a quantity of Support Assistance hours. These hours can be exchanged for one or more proactive services, described above, at current rates that are provided by your Microsoft Services representative. After scheduling the proactive service, Microsoft will deduct the appropriate number of Support Assistance hours from your balance, rounded up to the nearest hour, to cover the value of a daily rate or the fixed fee for the service. If you order one type of Support Assistance service and wish to exchange it for another, you may apply the hours already purchased to that alternative service, where available and agreed upon with your Service Delivery Manager.

**2.2 Service Delivery Management.** Service Delivery Management (Support Account Management) activities help to build and maintain relationships with Customer management and service delivery staff as well as to oversee escalation management and managing the elements of Customer's support offering to meet Customer business requirements.

Premier Support packages are coordinated and initiated by a Service Delivery Manager ("SDM"). In certain geographies, this role is also called a Technical Account Manager ("TAM") or Support Account Manager ("SAM"). Service Delivery Management includes planning to assess Customer's current state of IT, building a plan to address improvement points and working with Customer in furtherance of attaining the desired state of Customer's IT operations. Service Delivery Management also incorporates monitoring and managing the quality and timeliness of other Premier Support. Service Delivery Management resources also serve as the consolidation point for Customer feedback regarding the Services to other Microsoft groups. Service Delivery Management resources can be Pooled, Designated or Dedicated determined by the level of Customer's engagement with Microsoft. "Pooled" refers to services performed by a group of individuals located remotely, "Designated" refers to on a part-time basis, either onsite or remotely, by a named individual who also services other Microsoft Premier Support customers, and "Dedicated" refers to services provided, either onsite or remotely, by a named individual who is solely focused on a single Microsoft Premier Support customer. The following services are available to customers who purchase Service Delivery Management.

- a. **Service Introduction.** An overview of Premier Support services, including an explanation of how to select and plan proactive services and a demonstration of how to log assisted reactive support requests and utilize available tools.

- b. **Service Delivery Plan.** The Service Delivery Plan ("SDP") is the basis of Customer's Premier Support services that includes a customized service plan created in collaboration with Customer's team to determine how and when services are to be applied. Microsoft will monitor and adjust Customer's SDP based on Customer's needs throughout the term.
- c. **Service Reviews.** On an ongoing basis, Microsoft will review the past period's services, report to Customer on what has been delivered and improved, review Customer feedback, and discuss any actions or adjustments, which may be required. These reviews may consist of standard status reports and virtual or onsite status meetings (if onsite travel is authorized). Customization of the service review is also available, but this may require an additional purchase, depending on the level of service delivery management included in Customer's purchased Services.
- d. **Critical Security Support Advice.** Notification of critical Microsoft Security Bulletins. If Customer has a Designated or Dedicated Service Delivery Management resource, the Service Delivery Management resource will help Customer assess the effect of this information on Customer's IT infrastructure.
- e. **Incident Management.** Oversight by Microsoft's service delivery team of support incidents to drive timely resolution and a high quality of support delivery. This may include the development of incident response plans, identification of a primary contact for status updates during incidents and facilitating root cause analysis after an incident has occurred.
- f. **Crisis Management.** Around-the-clock issue ownership and communication to Customer from the Microsoft service delivery team and Critical Situation Managers during situations in which Customer experiences critical business impacts.
- g. **Initial Assessment.** A discovery assessment for identifying service needs within Customer's IT operations environment that helps build an actionable plan to reach the desired state of Customer's IT operations. In addition, the Service Delivery Management resources will work with Customer's staff to document risks, which may impact Customer's connectivity and suggest potential mitigations.
- h. **Remediation Planning.** A consolidation of actions for improvement prompted by the findings of proactive assessments. These findings will be documented as improvement advice with associated remediation within Customer's SDP. Follow-up takes place through scheduled service reviews.
- i. **Microsoft Product/Online Services Lifecycle Awareness.** Microsoft may provide Customer with regular reports on developments within the Microsoft organization and shall advise Customer on any updates around Microsoft product lifecycles or roadmaps which may be applicable to Customer's organization and may provide benefits for Customer's organization. This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.
- j. **Incident Trend Analysis & Advice.** Microsoft may provide one or more reviews of Customer's incident history. The focus of the Service Delivery Management resource in this review will be on people, process and technology aspects of high business impact incidents logged with Microsoft involving any supported Microsoft technology. The outcome of the review will be recommendations on operations improvement activities, people readiness or technology changes, all focused on the objective of helping Customer lower Customer's IT operations costs. This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.
- k. **Process Guidance.** Microsoft may provide basic information on recommended practices related to the Microsoft Information Technology Infrastructure Library ("ITIL") and/or the Microsoft Operations Framework ("MOF"). This service may be available to Customer if Customer has a Designated or Dedicated Service Delivery Management resource.

**2.3 Reactive Services.** Reactive services help resolve issues in Customer's Microsoft environment and include prioritized problem resolution services to provide rapid response to minimize downtime.

**2.3.1 Problem Resolution Support.** Problem Resolution Support ("PRS") provides assistance for problems with specific symptoms encountered while using Microsoft products including troubleshooting a specific problem, error message or functionality that is not working as intended for Microsoft products.

Incident severity definitions, the Microsoft estimated initial response times, and submission requirements are detailed in the below table.

PRS is charged on an hourly basis and hours are deducted from Customer's pre-paid hours unless Microsoft determines that the problem resulted from a bug in a product that is in mainstream support. Upon Customer request, Microsoft collaborate with third-party technology suppliers to help resolve complex multi-vendor product interoperability issues, however, it is the responsibility of the third party to support its product.

As needed PRS is provided for online services. Purchased PRS hours will not be deducted for incidents opened against these technologies.

Service Delivery Management will be utilized in the same manner for all problem resolution requests

The incident severity determines the response levels within Microsoft, initial estimated response times and Customer responsibilities. Customer is responsible for outlining the business impact to Customer's organization and, in consultation with us, Microsoft will assign the appropriate severity level. Customer can request a change in severity level during the term of an incident should the business impact require a change.

Severity and Situation	Our Expected Response	Customer's Expected Response
<b>Severity 1</b>  <b>Catastrophic business impact:</b> <ul style="list-style-type: none"> <li>Complete loss of a core business process and work cannot reasonably continue</li> <li>Needs immediate attention</li> </ul>	<ul style="list-style-type: none"> <li>First call response in one hour or less</li> <li>Our resources at Customer site as soon as possible</li> <li>Critical Situation Manager<sup>1</sup> assigned</li> <li>Continuous effort on a 24/7 basis<sup>2</sup></li> <li>Rapid escalation within Microsoft to product teams</li> <li>Notification of our senior executives</li> </ul>	<ul style="list-style-type: none"> <li>Notification of Customer's senior executives</li> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Rapid access and response from change control authority</li> <li>Submission via phone only<sup>3</sup></li> </ul>
<b>Severity A</b>  <b>Critical business impact:</b> <ul style="list-style-type: none"> <li>Significant loss or degradation of services</li> <li>Needs attention within one hour</li> </ul>	<ul style="list-style-type: none"> <li>First call response in one hour or less</li> <li>Our Resources at Customer's site as required</li> <li>Critical Situation Manager<sup>1</sup> assigned</li> <li>Continuous effort on a 24x7 basis<sup>2</sup></li> <li>Notification of Our Senior Managers</li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to sustain continuous effort on a 24x7 basis<sup>2</sup></li> <li>Rapid access and response from change control authority</li> <li>Management notification</li> <li>Submission via phone only<sup>3</sup></li> </ul>
<b>Severity B</b>  <b>Moderate business impact:</b> <ul style="list-style-type: none"> <li>Moderate loss or degradation of services but work can reasonably continue in an impaired manner</li> <li>Needs attention within two business hours<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li>First call response in two hours or less</li> <li>Effort during business hours only<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li>Allocation of appropriate resources to align to Microsoft effort</li> <li>Access and response from change control authority within four business hours</li> <li>Submission via phone or web</li> </ul>
<b>Severity C</b>  <b>Minimum business impact:</b> <ul style="list-style-type: none"> <li>Substantially functioning with minor or no impediments of services</li> <li>Needs attention within four business hours<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li>First call response in four hours or less</li> <li>Effort during business hours only<sup>5</sup></li> </ul>	<ul style="list-style-type: none"> <li>Accurate contact information on case owner</li> <li>Responsive within 24 hours</li> <li>Submission via phone or web</li> </ul>

<sup>1</sup> Critical Situation Managers are individuals who are assigned to help drive prompt issue resolution through case engagement, escalation, resourcing, and coordination.

<sup>2</sup> We may need to downgrade the severity level if you are not able to provide adequate resources or responses to enable us to continue with problem resolution efforts.

<sup>3</sup> You may submit online services support requests through the applicable online services support portals.

<sup>4</sup> 24/7 effort on Severity B issues are not available in all geographies.

<sup>5</sup> Business hours are generally defined as 09:00 to 17:30 Local Standard Time, excluding holidays and weekends. Business hours may differ slightly in Customer's locality.

Customer may be required to perform problem determination and resolution activities as requested by Microsoft. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

Customer is for backing-up Customer's data and reconstructing lost or altered files resulting from catastrophic failures. Customer is also responsible for implementing the procedures necessary to safeguard the integrity and security of Customer's software and data.

**2.3.2. Onsite Support.** Onsite reactive support provides assistance at Customer's location. This service is subject to Microsoft's resource availability and may require an additional charge per onsite visit.

**2.3.3 Development Support Assistance:** Help creating and developing applications that integrate Microsoft technologies on the Microsoft platform, specializing in Microsoft development tools and technologies.

**2.3.4 Advisory Services:** Phone-based support on short-term (typically six hours or less) and unplanned issues for IT Professionals and Developers. Advisory Services may include advice, guidance, root cause analysis, and knowledge transfer intended to help you implement Microsoft technologies in ways that avoid common support issues and that can decrease the likelihood of system outages.

**2.3.5 Support Assistance** provides short-term advice and guidance for problems not covered with Problem Resolution Service as well as requests for consultative assistance for design, development and deployment issues; including infrastructure support, supportability reviews, application development and access to lab facility to assist with product development, testing, and migration activities.

Support Assistance is decremented on an hourly, daily, or per Service fee depending on the type of Support Assistance requested. Microsoft will decrement an appropriate number of Support Assistance hours, rounded up to the nearest minute, to cover the value of a daily rate or fixed fee Support Assistance engagement. Customer's Services Resource can provide Customer with the rates applicable to the Support Assistance services requested. If Customer ordered one type of Support Assistance service and desires to exchange it for another, Customer may apply those hours to an alternative service where available and agreed by Customer's Services Resource.

**2.4 Designated Support Engineering.** Designated Support Engineering ("DSE") services may be purchased as pre-defined offerings or as a block of custom hours that can be used to deliver scoped proactive services. When purchased as hours, DSE service hours are deducted from your total purchased hours as they are utilized and delivered. Pre-defined DSE offerings are tailored to your environment and help you achieve a desired outcome. These offerings may have a focus on areas such as Office 365, Azure IaaS, Cybersecurity and Dynamics 365, and include required pre-defined proactive services built-in. The focus areas for DSE services:

- Help maintain a deep knowledge of your current and future business requirements and configuration of Customer information technology environment to optimize performance
- Proactively document recommendations for the use of support services –related deliverables (e.g. supportability reviews, health checks, workshops, and risk-assessment programs)
- Help make Customer's deployment and operation activities consistent with Customer's planned and current implementations of Microsoft technologies.
- Enhance your IT staff's technical and operational skills
- Develop and implement strategies to help prevent future incidents and increase system availability of Customer's covered Microsoft technologies
- Help determine the root cause of recurring incidents and to provide recommendations to prevent further disruptions in the designated Microsoft technologies.

DSE is available during normal business hours (09:00 to 17:30) Local Standard Time, excluding holidays and weekends. DSE services support the specific Microsoft products and technologies selected by Customer. DSE services are delivered for a single support location. After normal business hours, Customer should follow existing Premier Support procedures for initiating and escalating incidents.

**2.5 Additional Services.** Customer may purchase additional Services during the term of this Services Description at any time. The specific terms and conditions applicable to those Services, may be set forth in this Services Description and/or an amendment or modification to this Services Description. Customer's purchase of additional Services will be charged at the prevailing price at the time an amendment or modification to this Services Description is signed. If Customer purchases additional Problem Resolution Support hours or converts Software Assurance Benefit incidents to Problem Resolution Support hours, Customer may also be required to purchase additional Services Delivery Management hours. Prior to delivering additional Services, payment modification must be executed by the parties.

**3. PREREQUISITES AND ASSUMPTIONS.** Microsoft's delivery of Services under this Services Description is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Customer's locations in the United States unless otherwise set forth in an amendment or modification to this Services Description. Both Customer and Microsoft understand that there may be travel requirements for performing services under this Services Description. For any travel expenses that may arise in connection with this Services Description, Customer agrees that any travel related expenses incurred by Microsoft will be decremented as a mutually agreed upon fixed fee On-Site Visits as set forth in Fee and Named Contacts Schedule(s). On-Site Visits can be purchased proactively or the fixed fee can be converted at the then current rate from Support Assistance hours.
- b. All Services will be provided in the English language unless otherwise agreed to by Customer and Microsoft



in writing or in an amendment or modification to this Services Description.

- c. Microsoft will provide support for all United States versions of commercially released generally available Microsoft software unless otherwise set forth in an amendment or modification to this Services Description or specifically excluded on the Microsoft Premier Online website at <http://premier.microsoft.com>. Non-security related Hotfix support is not available for Microsoft products that have entered the Extended Support Phase, as defined at <http://support.microsoft.com/lifecycle>, unless Customer has purchased such support in an amendment or modification to this Services Description.
- d. Support for pre-release and beta products is not provided except as otherwise provided in an amendment or modification to this Services Description.
- e. **SERVICES, INCLUDING ANY ADDITIONAL SERVICES PURCHASED DURING THE TERM OF THE AGREEMENT AS LISTED IN THE ATTACHED FEE AND NAMED CONTACTS SCHEDULE(S) SHALL BE FORFEITED IF NOT UTILIZED DURING THE TERM OF THIS SERVICES DESCRIPTION.**
- f. Scheduling of Services is dependent upon the availability of resources and workshops may be subject to cancellation if minimum registration levels are not met.
- g. Microsoft can access Customer's system via remote connection to analyze problems at Customer request. Microsoft personnel will access only those systems authorized by Customer. Microsoft may provide Customer with software to assist with problem diagnosis and/or resolution. Such software is Microsoft's property and must be returned to Microsoft promptly upon request. In order to utilize remote connection assistance, Customer must provide Microsoft with the appropriate access and necessary equipment.
- h. Customer must have access to the Internet in order to take advantage of Internet-based services.
- i. Some services may require us to process and access Customer Data. When we do so, we use Microsoft-approved technologies, which comply with our data protection policies and processes. If you request that we use technologies not approved by Microsoft, you understand and agree that you are solely responsible for the integrity and security of your Customer Data and that Microsoft assumes no liability in connection with the use of non-Microsoft-approved technologies.
- j. When purchasing Problem Resolution Support, Microsoft will require a corresponding quantity of Service Delivery Management to facilitate delivery of Customer's Problem Resolution Support. If Customer purchases additional Problem Resolution Support, Support Assistance, or if Customer converts Software Assurance to Problem Resolution Support, Customer may be required to purchase additional Service Delivery Management.
- k. Support services are limited to advice and guidance related to code owned by you or by Microsoft.
- l. There may be minimum platform requirements for the services purchased.
- m. Additional Prerequisites and Assumptions may be set forth in amendment or modifications to this Services Description.

**4. CUSTOMER RESPONSIBILITIES.** This section sets forth Customer's performance obligations under this Services Description. Microsoft's performance is predicated upon Customer fulfilling the following responsibilities in addition to those set forth herein and any amendments or modifications to this Services Description. Failure to comply with the following responsibilities may result in delays of Service.

- a. Customer can designate named contacts as set forth in the "Customer Contacts" section in the FNCS, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Customer's team and will manage all of Customer's support activities, and internal processes for submitting support requests to Microsoft. Each contact will be supplied with an individual account number for access to the Microsoft Premier Support online website, support issue submission and access to Customer's Services Resource. In addition to the named contacts, Customer may also identify two types of group contacts as follows:
  - One type will receive a shared account ID that provides access to the Microsoft Premier Online website for information content and the ability to submit support requests.
  - One type will receive a shared account ID that provides access to the Microsoft Premier Online Website for information only.
- b. When submitting a service request, Customer reactive support contacts should have a basic understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Microsoft in diagnosing



and triaging the problem. These individuals should also be knowledgeable about the supported Microsoft products and your Microsoft environment to help resolve system issues and to assist Microsoft in analyzing and resolving service requests.

- c. Customer agrees to work with Microsoft to plan for the utilization of Services based upon the Premier support level Customer purchased.
- d. Customer agrees to notify us of any changes to the designated contacts named on the FNCS.
- e. Customer agrees to provide an internal escalation process to facilitate communication between Customer management and Microsoft as appropriate.
- f. Customer may be required to perform problem determination and resolution activities, as requested by us. These may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.
- g. Customer is responsible for backing up your data and for reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of your software and data.
- h. Customer agrees to respond to Government satisfaction surveys Microsoft may provide to Customer from time-to-time regarding the Services.
- i. Customer agrees to provide reasonable office space, telephone and high speed internet access, and access to Customer internal systems and diagnostic tools to Microsoft Services Resources that are required to be on-site.
- j. Customer is responsible for any travel and expenses incurred by Customer's employees or contractors.
- k. Customer may be asked by your Service Delivery Manager to fulfill other responsibilities specific to the service you purchased.

**5. ADDITIONAL TERMS AND CONDITIONS.** This section governs the ownership and use rights of any computer code or other materials that may be provided under this Services Description.

- a. **Products.** Unless otherwise specified in a license agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable license agreement. Products will not be purchased under this Agreement.
- b. **Fixes and Services Deliverables.**
  - i. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Customer shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business purposes. Customer may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in a licensing agreement.
  - ii. **Pre-Existing Work.** All rights in Pre-Existing Work will remain the sole property of the party providing the Pre-Existing Work. Each party may use, reproduce and modify the other party's Pre-Existing Work only as needed to perform obligations related to Professional Services.
  - iii. **Services Deliverables.** Upon payment in full, Microsoft grants Customer a non-exclusive, non-transferable, perpetual license to reproduce, use and modify the Services Deliverables solely for Customer's internal business purposes, subject to the terms and conditions in the Agreement.
  - iv. **Affiliates rights.** Customer may only sublicense its rights to the Services Deliverables and Sample Code granted hereunder to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is responsible for ensuring its Affiliates' compliance with this Agreement.
- c. **Non-Microsoft software and technology.** Customer is solely responsible for any non-Microsoft software or technology that Customer installs or uses with the Products, Fixes or Services Deliverables. Customer may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Agreement.

- d. **Sample Code.** Upon payment in full, Microsoft grants Customer a non-exclusive, perpetual, non-transferable license to use and modify any Software code provided by Microsoft for the purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code for Customer's internal business purposes only and not to any unaffiliated third party.
- e. **Restrictions on use.** Customer must not (and is not licensed to) (1) reverse engineer, de-compile or disassemble any Product, Fix or Service Deliverable; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product, Fix or Services Deliverable or restrictions in Product documentation. Except as expressly permitted in this Agreement or a Statement of Services, Customer must not distribute, sublicense, rent, lease or lend any Product, Fix or Service Deliverable, in whole or in part, or use them to offer hosting services to a third party.
- f. **Reservation of Rights.** All rights not expressly granted are reserved to Microsoft.
- g. **Supportability of Products.** Support for Products is available under the terms of a licensing agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com> or a successor site.

**6. TAXES.** If any amounts are to be paid to Microsoft, the amounts owed are exclusive of any taxes. Customer shall pay all value added, goods and services, sales, gross receipts or other transaction taxes, fees, charges or surcharges or other similar taxes, charges or fees or any regulatory cost recovery and other surcharges that are owed under this Agreement and which Microsoft is permitted to collect from Customer. Customer shall also be responsible for an applicable stamp taxes and for all other taxes that it is legally obligated to pay, including any taxes that arise on the distribution of provision of Professional Services by Customer to its Affiliates. Microsoft shall be responsible for payment of all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on Microsoft's property ownership.

If any taxes are required to be withheld on payments made to Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority; provided however, that Customer shall promptly secure and deliver an official receipt for those withholdings and other documents reasonably requested by Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

**7. ATTACHMENTS:** The following Exhibit(s) and Schedule(s) are attached at the execution of this Services Description:

- ☒ Microsoft Premier Support Services Description Exhibit: Third Tier Support
- ☒ Microsoft Premier Support Services Description Schedule: Designated Support Engineering
- ☒ Microsoft Premier Support Services Description Exhibit: Premier Support for Developers (PSFD)
- ☒ Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

## Microsoft Premier Support Services Description Exhibit : Third Tier Support

(For Microsoft Internal Purposes Only)  
Premier Support Services Description Number

RK02207-284885-340182

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

1. **OVERVIEW.** The following Services are provided in addition to those set forth in the Services Description.

Term
This Exhibit will commence on and will expire contemporaneously with the Services Description or the date We conclude the services, whichever is later (the "Expiration Date").

**THIRD TIER SUPPORT RESPONSIVE SERVICES.** The Third Tier Support team is comprised of specialists in defined product areas who will respond to Your Problem Resolution requests, for the technologies specified in the Fee and Named Contacts Schedule(s), between the hours of 6:00 A.M. to 6:00 P.M., PST, Monday through Friday excluding holidays. Problem Resolution requests submitted to the Third Tier Support team ("Third Tier Support requests") may require resources from standard product support professionals for resolution, although the Third Tier Support team retains primary responsibility for the Third Tier Support request. Third Tier Support requests are charged on an hourly basis and will be deducted from the prepaid Third Tier Support hours set forth in the Fee and Named Contacts Schedule(s).

2. **PREMIER THIRD TIER SUPPORT PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- a. The Third Tier Support Team will only provide support for the predefined set of Microsoft technologies defined in the Fee and Named Contacts Schedule(s).

## Microsoft Premier Support Services Description Exhibit : Dedicated Support Engineering (DSE)

(For Microsoft Internal Purposes Only)  
**Premier Support Services Description Number**

RK02207-284885-340182

(For Microsoft Internal Purposes Only)  
**Exhibit Number**

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term
This Exhibit will commence on and will expire contemporaneously with the Services Description or the date We conclude the services, whichever is later (the "Expiration Date").

1. **OVERVIEW:** The following Services are provided in addition to those set forth in the Services Description:
2. **DEDICATED SUPPORT ENGINEERING:** Dedicated Support Engineering is available during normal business hours (defined below) and supports the specific Microsoft products/technologies designated in Your Fee and Named Contact Schedule(s) with a focus on delivering engaged, hands-on preventative support. Dedicated Support Engineering hours are deducted from the total number of Dedicated Support Engineering hours designated in your Fee and Named Contacts Schedule(s). Normal business hours are defined as 8AM to 5PM in the local time where the DSE resources are located, Monday through Friday excluding holidays. After normal business hours, You should follow existing Premier Support procedures for initiating and escalating incidents. Your Technical Account Manager will engage Your Dedicated Support Engineering resource(s) after normal business hours for critical situations as needed.
3. **DELIVERABLES:** Dedicated Support Engineering resource(s) will be allocated, prioritized and assigned as agreed upon by both parties during an initial engagement kick-off meeting, which will be documented and delivered to You in a Premier Service Delivery Plan. The focus of the DSE Services include but are not limited to:
  - a) **Problem Prevention/Incident Resolution designed to:**
    - Supplement the current Microsoft Premier Support engagement through delivery of timely and high quality problem prevention/incident resolution, both directly and working in conjunction with Microsoft internal customer support resources.
    - Work in conjunction with Microsoft internal customer support resources to act as a 'catalyst' for incident resolution that are within the Dedicated Support Engineering resources' products/technologies skill sets.
    - Develop and implement strategies for providing proactive support resulting in fewer incidents, increased availability of Your covered Microsoft products/technologies, and supportable deployments.
    - Commercially reasonable attempts will be made to determine root cause of recurring incidents and provide recommendations to prevent further disruptions in the designated Microsoft products/technologies.
  - b) **Technical/Business Focus designed to:**
    - Maintain deep knowledge of Your current and future business requirements and configuration of Your information technology environment to provide high quality focused support.
    - Proactively document recommendations of the use of Premier Support related deliverables, e.g. supportability reviews, health checks, workshops, risk assessment programs, etc. to improve the operational health of the designated Microsoft products/technologies deployed in Your environment.
    - Ensure deployment and operation activities are consistent with Your planned and current implementations of designated Microsoft products/technologies.

- Ensure maximum possible knowledge transfer to enhance Your support staffs' technical and operational skills for the designated Microsoft products/technologies.
- Encourage and assist in the creation and maintenance of customer-specific documentation to support Your environment configuration, disaster recovery, network topology, IT/Operations scorecard, etc. for the designated Microsoft products/technologies.

**c) *Integration of Work designed to:***

- Ensure tight integration of their work with that of Your assigned Technical Account Manager to ensure coordinated service delivery.
- Develop a relationship with any Microsoft resource(s) at Your site, resulting in more participation in project planning and thus improved operational health on the designated Microsoft products/technologies.

## Microsoft Premier Support Services Description Exhibit : Premier Support for Developers (PSFD)

(For Microsoft Internal Purposes Only)  
**Premier Support Services Description Number**

RK02207-284885-340182

(For Microsoft Internal Purposes Only)  
**Exhibit Number**

This Exhibit is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description are incorporated herein by this reference. Any terms not otherwise defined herein will assume the meanings set forth in the Services Description.

Term
This Exhibit will commence on and will expire contemporaneously with the Services Description or the date We conclude the services, whichever is later (the "Expiration Date").

1. **OVERVIEW:** The following Services are available in addition to those set forth in the Services Description:

**PREMIER SUPPORT FOR DEVELOPERS (PSFD):** PSFD Services are focused at developers who are building, deploying and supporting applications on Microsoft's platform. PSFD Services consist of Support Account Management, as described in Section 2.1, provided by an assigned Application Development Manager (ADM) and Support Assistance, as described in Section 2.4 of Your Services Description, provided by Your Application Development Manager (ADM) (with assistance from other Microsoft engineering resources as necessary). Your Application Development Manager (ADM) is focused on delivering strategic advice on development and testing methodologies and on development issues encountered while using Microsoft products. PSFD Services are available during normal business hours. Normal business hours are defined as 8AM to 5PM in the local time where the Application Development Manager (ADM) resources are located, Monday through Friday excluding holidays.

2. **PREREQUISITES AND ASSUMPTIONS.** In addition to those prerequisites and assumptions outlined in Section 3 of Your Services Description, Our delivery of the Services outlined in this Exhibit are based upon the following Prerequisites and Assumptions:

- The only source code to which You may provide Us access is Microsoft code or code You own. Regarding such code, Our Services will be limited to review of the code for the purposes of problem isolation, interoperability analysis and the development of advice and guidance We provide to You under the Services Description and this Exhibit. Our modification of such source code for any reason is outside the scope for these Services.
- Except as provided in 2.a. above, You agree **not** to provide Us with access to non-Microsoft source code or source code information. For any such non-Microsoft code, Our Services will be limited to analysis of binary data such as a process dump or network monitor trace for problem isolation purposes only.
- PSFD Services consist of advice and guidance only. No code based Services Deliverables will be provided under this Exhibit except for Sample Code, which is addressed in Your Services Description.
- Except as expressly set out in the Services Description and this Exhibit, we are not obligated to assist You in resolving any issue that is caused by non-Microsoft products(s).

3. **FEES.** Fees associated with this Exhibit will be reflected in Your Fee and Named Contact Schedule(s).



## Microsoft Premier Support Services Description Schedule: Fee and Named Contacts

(Microsoft Affiliate to complete)  
**Premier Support Services Description Number**

RK02207-284885-340182

(Microsoft Affiliate to complete)  
**Schedule Number**

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**") between Microsoft Corporation ("Microsoft") and the Customer ("Customer"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Our performance of Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. The terms of the Agreement, Services Description and any related Schedules and Exhibits shall apply and supersede the terms and conditions contained in any purchase order. By signing below the parties acknowledge and agree to be bound to the terms of the Services Description and this Schedule.

### Term

This Services Description shall commence on **07/01/2020** or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire twelve (12) months from the Commencement Date (the "Expiration Date"). This Services Description shall be amended prior to the then current Expiration Date. In order for Microsoft to continue work after the Expiration Date of the Services Description, Customer and Microsoft must agree in writing to a new Services Description identifying the terms upon which Customer and Microsoft agree.

**1. PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

#### a. Fee Summary

Services Summary	Price (US\$)
Country: United States	\$89,218
<b>Total</b>	<b>\$89,218</b>

#### b. Services by Support Location

Description of Services
<ul style="list-style-type: none"> <li>Support Account Management Included (estimated at 120 hours)</li> <li>Up to 130 hours Support Assistance</li> <li>40 hours of Problem Resolution Support</li> <li>Third Tier Support for Windows Server</li> <li>Six (6) Onsite Services Resource Site Visits</li> <li>Unlimited User Access to Premier Online Website</li> </ul>

## 2. CUSTOMER CONTACTS

- a. Premier Customer Technical Named Contacts: Any subsequent changes to the Technical Named Contacts should be submitted to the Services Resource.

<b>CSM Name:</b>
Address:
Phone:
Email:
Facsimile: (     )

- b. **Premier Designated Support Contacts:** The contacts listed below have access to the Designated Support resource(s) per technology listed:

Customer's contacts for access to Designated Support Resource(s)Support Resource(s)

<b>Named Contact Name:</b>	<b>Named Contact Name:</b>
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: (     )	Phone: (     )
Email:	Email:
Facsimile: (     )	Facsimile: (     )

<b>Named Contact Name:</b>	<b>Named Contact Name:</b>
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: (     )	Phone: (     )
Email:	Email:
Facsimile: (     )	Facsimile: (     )

## 3. MICROSOFT CONTACT

**Microsoft Contact:** Contact for questions and notices about this Schedule and the Services Description:

<b>Microsoft Contact Name: Staci Jacobs</b>
Address: Microsoft Corporation
<b>Attn: Staci Jacobs</b>
Phone: 512-497-7316
Email: <a href="mailto:stas@microsoft.com">stas@microsoft.com</a>
Fax: 425-708-7863

## Microsoft Premier Support Services Description Schedule: Fee and Named Contacts


(Microsoft Affiliate to complete)  
Premier Support Services Description Number  
(Microsoft Affiliate to complete)  
Schedule Number

**RK02207-284885-340182**

**ADD ON: 151748191**

This Fee and Named Contacts Schedule ("Schedule" or "FNCS") is made pursuant to the Microsoft Premier Support Services Description identified above (the "Services Description" or "SD") between Microsoft Corporation ("Microsoft") and the Customer ("Customer"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by accepting Microsoft's performance of Services under this Schedule Customer agrees to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description. The terms of the Agreement, Services Description and any related Schedules and Exhibits shall apply and supersede the terms and conditions contained in any purchase order. By signing below the parties acknowledge and agree to be bound to the terms of the Services Description and this Schedule.

By signing below the parties acknowledge and agree to be bound to the terms of the Services Description.

Customer	Microsoft Affiliate
Name of Customer (please print) <b>Fresno Unified School District</b>	Name <b>Microsoft Corporation</b>
Signature	Signature  <small>Jim Echsner (Apr 19, 2021 10:44 PDT)</small>
Name of person signing (please print)	Name of person signing (please print) <b>Jim Echsner</b>
Date	Date <b>04/19/2021</b>

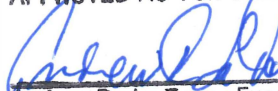
Term
This FNCS will commence on <b>7/01/2020</b> or the date of the last signature below, whichever is later (the "Commencement Date") and shall expire <b>twelve (12) months</b> from the Commencement Date (the "Expiration Date"). This FNCS must be amended prior to the then current Expiration Date of the FNCS. If the term of this FNCS is not extended prior to the then current Expiration Date of this FNCS, in order for Microsoft to continue providing Services, Customer and Microsoft shall agree in writing to a new FNCS identifying the terms upon which Customer and Microsoft agree. The Expiration Date of this FNCS shall not exceed the Expiration Date of the SD. NOTE: The SD shall be amended and the Period of Performance of the SD extended only by an amendment to the SD prior to the then-current Expiration Date of the SD.

**1. PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that Customer has pre-purchased for use during the term of this Schedule and applicable fees.

**a. Fee Summary**

Services Summary	TOTAL Price (US\$)
Country: United States	<b>\$12,565</b>
<b>Total</b>	<b>\$12,565</b>

APPROVED AS TO FORM

  
**Andrew De La Torre**, Executive Director  
Benefits & Risk Management  
**5/6/2021**

**b. Services by Support Location**

Description of Services
Premier Support <ul style="list-style-type: none"><li>• Support Account Management (estimated at 23 hours)</li><li>• Up to 10 hours of Problem Resolution</li><li>• Up to 17 hours of Support Assistance</li></ul>

**2. MICROSOFT CONTACT**

**Microsoft Contact:** Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name: Donnie Miltz
Address: Microsoft Corporation
Attn: Donnie Miltz
Phone: (678) 680-7298
Email: domiltz@microsoft.com

**3. CUSTOMER CONTACTS**

- a. Premier Customer Technical Named Contacts: Any subsequent changes to the Technical Named Contacts should be submitted to the Services Resource.

CSM Name:
Address: 2309 E Tulare St Fresno CA 93274
Phone: 559 - 457-3161
Email: garry.gonsalves@fresnocunited.org
Facsimile: ( )

[END OF DOCUMENT]

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-19**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Revised Addendum to the Center for Advanced Research and Technology Operating Agreement

**ITEM DESCRIPTION:** Included in the Board binders is a revised Addendum to the Operating Agreement between Fresno Unified School District, Clovis Unified School District, and the Center for Advanced Research and Technology (CART) for the CART Technology Refresh Project. Fresno Unified, Clovis Unified and CART last updated the operating agreement in May 2020.

With this revised Addendum, Fresno Unified and Clovis Unified will continue to contribute \$144,000 each. The Addendum also requires that the CART Foundation continues to contribute \$30,000 annually to the Technology Refresh, but removes language associated with CART's inability to fund the plan.

The Addendum requires approval from all agencies (Fresno Unified, Clovis Unified, and CART) in order to be fully executed.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$144,000 have been contributed from Fresno Unified for the current fiscal year.

**PREPARED BY:** Kim Kelstrom  
Executive Officer

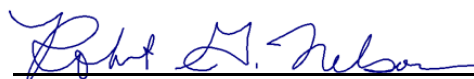


**DIVISION:** Administrative Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Santino Danisi  
Chief Financial Officer



**SUPERINTENDENT APPROVAL:**



**ADDENDUM TO CART OPERATING AGREEMENT  
(Technology Refresh Project)**

**THIS ADDENDUM** (“Addendum”) to the CART Operating Agreement dated March 25, 2015 (“Operating Agreement”), is made and entered into as of May 26, 2021, between **FRESNO UNIFIED SCHOOL DISTRICT** and **CLOVIS UNIFIED SCHOOL DISTRICT**, each, a “District,” and hereinafter collectively referred to as “the Districts,” and the **CENTER FOR ADVANCED RESEARCH AND TECHNOLOGY**, hereinafter referred to as “CART.” The Districts and CART are collectively referred to hereinafter as “the Parties.”

The following provisions are added to the Operating Agreement:

RECITALS

WHEREAS, the Parties have entered into the Operating Agreement to provide for the operation of CART’s facilities and programs, including administration, routine maintenance, telecommunications and internet services and to provide for updating computer systems;

WHEREAS, CART has developed a five-year plan to provide cutting edge technology for students for the 2020-2021 school year through the 2024-2025 school year, hereinafter referred to as “Technology Refresh,” for the benefit of CART’s students; and

WHEREAS, Fresno Unified, Clovis Unified and the CART Foundation have agreed to share expenses for the Technology Refresh Project as set out below.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Funding of Technology Refresh Project. As part of the Technology Refresh Project, the Districts agree to each pay \$144,000 during the 2020-2021 school year and for each of the next four school years, as set out in more detail below. Foundation agrees to pay \$30,000 by May 15 of the 2020-2021 school year and by May 15 of each of the next four school years.

At the CART Administrative meeting in or about September 2020 and each of the next four September meetings, the Administration team will review the contributions received to date from each District and from the Foundation and the total contributions projected for all five school years. ~~The Districts’ contributions are contingent upon receipt of the Foundation’s contributions. The Districts are each committed to contribute \$4.80 for each \$1.00 received from the Foundation. The Districts’ contributions will be reduced to account for each \$1.00 Foundation does not contribute towards its commitment. The adjustments may be made annually or at other times as is appropriate and agreed to by the Districts.~~

2. CART Account. CART shall deposit the funds received from each District and the Foundation pursuant to Section 1 in an account dedicated to the payment for the Technology Refresh Project, unless the Parties agree that the funds shall be deposited in a



different account. CART shall use the funds received pursuant to this Addendum for the purpose of procuring the computer equipment and services, including related administrative costs, if any, and for no other purpose. If the amount of funds received by CART pursuant to Section 1 is insufficient to fully fund the Technology Refresh, the Districts and the Foundation shall work together to reduce the scope of the Technology Refresh Purchases. If any funds remain in the dedicated account after all costs related to the Technology Refresh have been fully paid, those funds shall be dedicated to future Technology Refresh Purchases.

3. Amendment. The terms of this Addendum shall not be amended in any manner except by written agreement signed by the parties.
4. Authorization. The individuals signing below represent that they are authorized to sign on behalf of this District/CART or Foundation and to commit their District/CART or the Foundation to the obligations included here. The individuals signing below will insure that the necessary steps are taken to perform the obligations in a timely manner.
5. Other Terms. All other terms and provisions of the Operating Agreement shall remain in full force and effect for the current term of the Operating Agreement and each renewal term of the Operating Agreement thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California, on the date first above written.

**CLOVIS UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Printed Name: Michael Johnston

Title: Associate Superintendent, Admin. Services  
Address: 1450 Herndon Avenue  
Clovis, CA 93611

Phone: (559) 327-9110  
Email: michaeljohnston@cusd.com

**FRESNO UNIFIED SCHOOL DISTRICT**

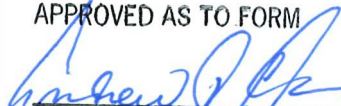
By: \_\_\_\_\_

Printed Name: Santino Danisi

Title: Chief Financial Officer  
Address: 2309 Tulare Street  
Fresno, CA 93721

Phone: (559) 457-6225  
Email: Santino.Danisi@fresnounified.org

APPROVED AS TO FORM

  
4/30/2021  
Andrew De La Torre, Executive Director  
Benefits & Risk Management

## **CENTER FOR ADVANCED RESEARCH AND TECHNOLOGY**

By: \_\_\_\_\_

Printed Name: Rick Watson

Title: CEO

Address: 2555 Clovis Avenue

Clovis, CA 93612

Phone: (559) 248-7400

Email: [rwatson@cart.org](mailto:rwatson@cart.org)

## **CART FOUNDATION**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Foundation President

Address: 2555 Clovis Avenue

Clovis, CA 93612

Phone: (559) 248-7400

Email: \_\_\_\_\_

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-20**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Amendment 02 to contract CCTR-0036 for General Child Care and Development Program 2020/21 from the California Department of Education

**ITEM DESCRIPTION:** Approval is requested for Amendment 02 to contract CCTR-0036 from the California Department of Education for General Child Care and Development Programs. This amendment will change the Maximum Reimbursable Amount from \$1,456,271 to \$1,989,811 and changes the minimum Child Days of Enrollment from 29,396 to 40,166.

The original contract was approved on June 17, 2020, Agenda Item A-4.

**FINANCIAL SUMMARY:** The Early Learning Department will receive additional funds in the amount of \$533,540.

**PREPARED BY:** Deanna Mathies,  
Executive Officer

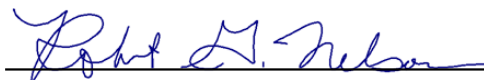
**DIVISION:** Early Learning  
**PHONE NUMBER:** (559) 457-3687

**CABINET APPROVAL:** Lindsay Sanders,  
Chief, Equity & Access

**SUPERINTENDENT APPROVAL:**

**Lindsay Sanders**

Lindsay Sanders (May 3, 2021 09:01 PDT)





Fresno Unified  
School District  
Preparing Career Ready Graduates

# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

CA Department of Education- Child Development

Vendor Name

Address

Phone Number

Vendor Contact

From: 07/01/2020

Through: 06/30/2021

Term (Duration)

FUSD Contract Administrator:

Early Learning Department

Name

Site/ Dept

telephone number

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

DLM

CCTR-0036

Annual Cost \$ 1,989,811.00  
\$ 1,456,271.00

(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: \_\_\_\_\_ (initials)

Scope of Work Summary:

Contract for General Child Care and Development Programs 2020-2021. **Amendment:** The original contract was approved on June 17, 2020, Agenda Item A-4. The attached Amendment (02) changes the Maximum Reimbursable Amount from \$1,456,271 to \$1,989,811 and changes the minimum Child Days of Enrollment from 29,396 to 40,166.

DLM

Signature: Deanna L Mathies  
Deanna L Mathies (May 3, 2021 16:09 PDT)

Email: deanna.mathies@fresnounified.org

Date Item is to appear on Board of Education Agenda:

(Contracts of \$15,000.00 or more) N/A

Reviewed & approved by Cabinet Level Officer:

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

Early Learning Department

Name

Department

Telephone

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 20 - 21****Amendment 02****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

RFA #2 Award Partially Funded in the Amount of \$533,540

**DATE:** July 01, 2020**CONTRACT NUMBER:** CCTR-0036**PROGRAM TYPE:** GENERAL CHILD CARE &  
DEV PROGRAMS**PROJECT NUMBER:** 10-06216-00-0**CONTRACTOR'S NAME:** FRESNO UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2020 designated as number CCTR-0036, and Amendment #01 (Add Pilot Language) shall be amended in the following particulars but no others:

The current APPLICATION for California State Preschool Program (CSPP) Expansion funding for expansion services are by this reference made a part of this Agreement.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this Agreement shall be amended by deleting reference to \$1,456,271.00 and inserting \$1,989,811.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this Agreement shall be \$49.54. (No Change).

**SERVICE REQUIREMENTS**

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 29,396.0 and inserting 40,166.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 246. (No change).

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Santino Danisi, Chief Financial Officer			
TITLE Contract Manager		ADDRESS 2309 Tulare St. Fresno, CA 93721			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 533,540	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 1,456,271	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,989,811	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: FRESNO UNIFIED SCHOOL DISTRICT

CONTRACT NUMBER: CCTR-0036

## Amendment 02

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 283,628	(OPTIONAL USE)0656 13609-6216	FC# 93.596 PC# 000321		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 283,628	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 130,382	(OPTIONAL USE)0656 15136-6216	FC# 93.575 PC# 000324		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 130,382	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 1,042,261	(OPTIONAL USE)0656 23254-6216			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,042,261	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 533,540	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 25540-6216			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 533,540	ITEM 30.10.020.001 6100-196-0001	CHAPTER B/A	STATUTE 2020	FISCAL YEAR 2020-2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-0000 Rev-0000			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-21**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Award of Bid 21-40, Hoover High School Event Center HVAC and Roof Replacement

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 21-40, to replace the existing heating and evaporative cooling systems in the Event Center at Hoover High School with heating and refrigerated air conditioning (HVAC) to provide a more comfortable environment and increase energy efficiency. The project also includes replacing the existing HVAC units on the Event Center Concourse and replacing the Concourse roof due to age and poor condition.

The request for bids was lawfully advertised on March 05, 2021. Notifications were sent to 552 firms plus five construction trade publications, and the district received two responses. Bids were opened on April 01, 2021. Staff recommends award to the lowest responsive, responsible bidder:

New England Sheet Metal and Mechanical Co. (Fresno, California) \$1,163,970

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

**FINANCIAL SUMMARY:** Sufficient funding in the amount of \$1,163,970 is available in the Measure X Fund.

**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:**

  
\_\_\_\_\_

  
\_\_\_\_\_

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 21-40, HOOVER HIGH SCHOOL EVENT CENTER HVAC AND ROOFING IMPROVEMENTS

Bid Opening Date: April 1, 2021 prior to 2:01 P.M.

Buyer: Ann Loorz

CONTRACTOR	CITY	BASE BID AMOUNT
<b>New England Sheet Metal and Mechanical Co.</b>	<b>Fresno</b>	<b>\$1,163,970</b>
Strategic Mechanical, Inc.	Fresno	\$1,217,000

Low bid determined by Base Bid.

Staff recommends award of \$1,163,970 to New England Sheet Metal and Mechanical Co., the lowest responsive, responsible bidder for all Base Bid items.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-22**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Approve Members to the Special Education Community Advisory Committee

**ITEM DESCRIPTION:** Included in the binders is a recommended slate of proposed members for the Community Advisory Committee (CAC) on Special Education

According to Section 3.4 of the CAC bylaws, Article III: Composition of the CAC - All participants who wish to become a voting member must submit a membership application to the CAC Secretary. The Secretary forwards the applications to the Assistant Superintendent and the Executive Director of Special Education as a proposed slate to the Board of Education for review and approval. The Board shall review the applications and approve the recommended slate of proposed members at a regularly scheduled public Board meeting.

For the May 19, 2021 Board meeting, the slate lists 35 proposed CAC members.


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

**PREPARED BY:** Sean Virnig,  
Executive Director

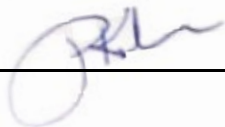
**DIVISION:** Instructional Division  
**PHONE NUMBER:** 457-3731

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

**SUPERINTENDENT APPROVAL:**



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**Community Advisory Committee**  
**Fiscal Year 2020-21**  
**Members**

Last Name	First Name	Role	School	Region
Albert	Shawn	Staff	Addicott	Specialty
Allen	Linda	Parent	Eaton	Hoover
Anooshian	Jen	Parent	Figarden	Bullard
Atkin	Lark	Staff	Sped Itinerant	All
Camarillo	Patricia	Staff	Sped Itinerant	All
Caster	Betty	Parent	Tenaya	Bullard
Cobb	Suzanne	Parent	Rata	Specialty
Crispin	Alicia	Parent	Jackson	Roosevelt
Dominico	Heather	Parent	Duncan Poly Tech	Specialty
Donabed	Linda	Community Member	n/a	n/a
Edwards	Kristen	Parent	Ahwahee, Hoover	Hoover
Esquivil	Laura	Staff/Parent	Jackson, Hoover	Hoover/Roosevelt
Flores	Ivan	Staff	District Office	All
Garza-Chacon	Dora	Parent	Wilson	Fresno
Green	Kris	Community Member	n/a	n/a
Hovda	Kathy	Parent	Bullard	Bullard
Lacey-Ford	Cara	Staff/Parent	Bullard	Bullard
Lapietra	Sarah	Parent	Baird	Specialty
Mar	Kathleen	Staff	Sped Itinerant	All
Negrette	Harmony	Parent	Bullard	Bullard
Perez	Marcelino	Parent	Addams	Edison
Pineda	Raquel	Staff	Rowell	McLane
Quispe	Brenda	Parent	Lori Ann	Specialty
Ramirez	Juana	Parent	Addams, Gaston, Edison	Edison
Rivas	Augustina	Parent	Hoover	Hoover
Salcedo	Esmeralda	Parent	Leavenworth, Roosevelt	Roosevelt
Sandoval	Cecila	Parent	Rowell	McLane
Smith	Michelle	Parent	Bullard	Bullard
Thomas	Keisha	Parent	Bullard	Bullard
Turner	Natalie	Staff	Sped Itinerant	All
Valentan	Leticia	Parent	Addams	Edison
Vazquez	Beatriz	Parent	Jackson	Roosevelt
Wong	Julie	Parent	Forkner, Computech	Bullard/Edison
You	Amanda	Parent	Ayer	Sunnyside
You	Jason	Parent	Ayer	Sunnyside

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-23**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Agreement with Kroll Information Assurance, LLC**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Kroll Information Assurance, LLC, to provide credit and identity fraud monitoring and restoration services for affected employees, former employees, and retirees.

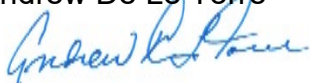
The total cost of services is based upon a combination of fixed administrative fees and fees incurred only if services are activated by an affected employee, former employee, or retiree. The services include credit bureau monitoring, web watcher, public persona, and consultation and restoration services.

Based upon district historical information and data provided by Kroll Information Assurance, LLC the participation rate for these services is estimated to be approximately 15-22% of the affected population. Based upon this estimated participation level, the annual cost for these services will be approximately \$80,000 to \$100,000.

Services provided under this agreement are effective for a 27-month period commencing on the date of activation by participants.

**FINANCIAL SUMMARY:** Sufficient funds in the estimated amount of \$100,000 are available in the Liability Internal Service Fund.

**PREPARED BY:** Andrew De Le Torre  
Executive Director



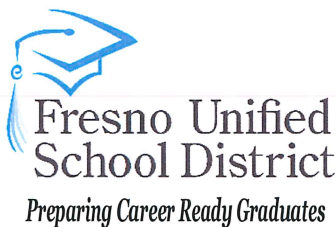
**DIVISION:** Administrative Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Santino Danisi  
Chief Financial Officer



**SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Kroll Information Assurance, LLC

600 Third Avenue, New York, NY 10016

**Vendor Name**

**Address**

(619) 243-6870

Greg Brown

**Phone Number**

**Vendor Contact**

**From:** July 1, 2021

**Through:** June 30, 2023

**Term (Duration)**

**FUSD Contract Administrator:**

Andrew De La Torre

Benefits & Risk Management

457-3596

**Name**

**Site/ Dept**

**Telephone number**

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

680-0851-0880-0000-6000-5899

**Annual Cost** \$ 100,000.00

(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:**

Data Breach Notification & Monitoring Services & Communication Support.

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

05/19/21

**Agenda Item #**

(Contracts of \$15,000.00 or more)


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

  
Signed

05/03/2021

Date

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

  
Signed

5/3/2021

Date

Please return signed contract to:

Mai Moua

Benefits & Risk Management

457-3562

**Name**

**Department**



**STATEMENT OF WORK  
FOR  
DATA BREACH SERVICES FOR U.S. ENGAGEMENTS ONLY**

This Statement of Work ("SOW"), dated April 23, 2021, is entered into pursuant to and incorporates herein by reference the master terms and conditions, entered into as of October 20, 2014 (together with any applicable addenda thereto and this SOW, the "Agreement"), by and between Fresno Unified School District ("Client") and Kroll Information Assurance, LLC ("Kroll"). Capitalized terms herein shall have the meaning ascribed in the master terms and conditions.

**A. Services**

**Data Breach Notification & Monitoring Services**

The services provided hereunder relate only to the data breach event that occurred on or about \_\_\_\_\_ and can be provided to U.S. jurisdiction as identified below. In the event additional services are requested by Client that do not relate to the above data breach event, such services will be set forth in a separate SOW. All services described herein will be provided to affected individuals via Kroll's online platform<sup>1</sup>. Select services can be available offline via US Postal Service upon request for an additional charge.

An "Eligible Member" is an individual included in an approved list of affected individuals provided to Kroll by Client: i) where those affected individuals are identified by Client to be recipients of the services, or ii) may also be a member of a group of potentially affected individuals which has been identified by Client as being eligible to receive the services. Spouses and dependents of Eligible Members are not covered under the Fee Structure, unless specifically set forth therein.

Eligible Members will have until either: i) ninety (90) calendar days from the date set forth in the initial enrollment communication to Eligible Members about the event, or ii) the enrollment deadline date set forth in the individual's enrollment communication, to activate the services offered thereunder (the "Activation Period"). Each Eligible Member who activates the services during the Activation Period (thereafter each an "Activated Member" and the date of activation by each Eligible Member during the Activation Period is the "Member Activation Date") will receive twenty seven (27) months of the services as calculated from the Member Activation Date and expiring as of the end of the twenty seventh month (the "Services Period"). No Eligible Member will be permitted to activate services subsequent to the expiration of the Activation Period without express Client approval. Identity Theft Restoration Services provided hereunder will remain available to Activated Members who have a Restoration case, for an additional two (2) years after expiration of the Services Period.

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<sup>1</sup> Kroll's online platform is compatible with the following desktop web browsers: Google Chrome, Mozilla Firefox, Microsoft Edge and Apple Safari (for Mac computers only).

## **I. Data Breach Notification & Communications Support**

**Notification** – This service provides for the preparation of and distribution to the residential addresses of affected or potentially affected individuals, notification letters (as approved by client counsel), providing affected individuals with information regarding the breach event and guidance for activation of services. Up to five (5) notification letter versions are allowed (US and International letter versions all count together towards the five (5)). More than five (5) notification letter versions will be subject to an additional fee per version. Client will submit the residential addresses in accordance with the Data File Requirements set forth below. In the event the Client requests to remove data from Kroll or third-party systems (ex. Data submitted by the Client in error), the Client will incur a data destruction fee, plus any relevant fees for printing new letters.

**Email Notification** – This service provides for the preparation of and distribution to the email addresses of affected or potentially affected individuals, notification email (as approved by client counsel), providing affected individuals with information regarding the breach event and guidance for activation of services. Up to two (2) notification email versions are allowed. More than two (2) notification email versions will be subject to an additional fee per version. Client will submit the email addresses in accordance with the Data File Requirements set forth below and all exceptions and/or amendments to such data file must be received within 30 calendar days of submission of the initial data file. Documents can be translated into most languages at additional cost.

**PDF Notification Letter Copies** – For Clients that require digital copies of notification letters, Kroll will provide a file with a copy of the notification letter sent to each impacted individual, in PDF format. Digital copies of letters will be delivered to the Client after the notification has been completed, via secure file sharing. The digital copies will be delivered in a single file, with page breaks for each impacted individual, and will contain the specific text and format delivered to the impacted individual. PDF copies must be requested before notification begins.

**Locator Address Finder** – Kroll can utilize a Social Security number search database to help remediate records with insufficient or out-of-date mailing information to increase the likelihood of Notification letters reaching those affected by an event. Locator Address Finder can also locate records in your file associated with a deceased individual. This service is only available in conjunction with Kroll providing Notification services for the individuals submitted.

**Notification Data Services** – Kroll will process the residential address records received through a data standardization process that will identify duplicates, standardize addresses for U.S. Postal Service mailing, parse records if necessary, identify problem records, and sort special populations for mailing. Prior to mailing, US Resident address records received from Client may be compared against the National Change of Address (NCOA) Database. Records that can be mailed as received, or have been updated appropriately, will be processed. Records that cannot be mailed or require further research will be categorized, quarantined, and reported to the Client. Kroll will also work with the Client to identify an approach for records that require special handling and further investigative services. Kroll will work with the Client to define the business rules for identifying duplicate records to help reduce the likelihood that an individual receives multiple breach notification letters.

**Extended Notification Data Services** – An Engagement includes the processing of up to two (2) data files, delivered by Client to Kroll for processing. Extended Notification Data Services fees will be charged for any additional files (exceeding two (2) data files), regardless of the size or amount of data contained in subsequent files. Kroll will consider multiple files submitted on a single day as one file.

## II. Consumer Identity Monitoring

**Single Bureau Credit Monitoring** – Single bureau credit monitoring will be provided to Activated Members. The credit data comes from one of the national credit bureaus. This service can be accessed online by the Eligible Member where credit activity will be reported promptly to an Activated Member via email. Where offline service is selected, this service may be received via U.S. Postal Service by completing a credit authorization process with Kroll. Credit Monitoring does not affect an individual's credit score, nor does it appear as a hard inquiry on his or her credit report when the credit report is accessed by a third party.

**Web Watcher** – Monitors internet sites where criminals may buy, sell and trade personal identity information, looking for matches of the personal identity information provided by Activated Member, such as credit/debit card numbers, e-mail addresses, phone numbers, and bank account numbers. Monitoring is provided, and an alert will be generated if evidence of the Activated Member's personal identity information is found.

**Public Persona** – Monitors credit header data collected by the three credit bureaus and notifies members when names, aliases and addresses become associated with an Activated Member's Social Security number. If new names, aliases or addresses are found tied to the monitored Social Security number, an alert will be generated showing the details of the event.

**Quick Cash Scan** – Monitors online, rent-to-own, and payday lender storefronts for activity associated with an Activated Member's name and Social Security number. An alert will be generated when new loans or inquiries are detected.

**\$1M Identity Fraud Loss Reimbursement** – Identity Fraud Loss Reimbursement coverage is available through our providing partner and can reimburse Activated Members for certain eligible losses, including expenses and covered legal costs resulting from an Activated Member's stolen identity event, fraud, theft, forgery, or misuse of Activated Member's data. Members must activate their monitoring services during the Activation Period to be eligible for insurance coverage and claim filing. The policy provides coverage for up to USD \$1,000,000, with no deductible charged to the Activated Member, from an A.M. Best "A-rated" carrier. All claims are subject to the terms, limits and/or exclusions of the policy. Potential covered expenses include:

- Application refiling fees
- Costs incurred to rectify or amend records
- Costs to contest accuracy of a credit report after identity fraud;
- Loss of income due to time taken to rectify records due to identity fraud;
- Childcare and elderly care costs incurred due to time taken to rectify identity fraud;
- Fraudulent withdrawals;\*
- Covered Legal Costs\*\*

Coverage is subject to the conditions and exclusions in the policy. In order to be eligible, discovery of the covered loss by Activated Member must occur during the term of the policy and the receipt of services by Activated Member. A Summary of Identity Fraud Loss Reimbursement Coverage is provided at <http://insurance.kroll.com/>.

The scope and coverage of the Identity Fraud Loss Reimbursement may be modified by the providing partner. Policy covers residents of United States, including Puerto Rico.

\*Stolen Funds Loss up to a limit of \$10K for covered fraudulent withdrawals resulting from a stolen identity event.

\*\*Activated Member costs can be reimbursed up to \$125 per hour for reasonable attorneys' fees and related court fees, where incurred by Activated Member for:

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- i) defense of legal actions against the subscriber by merchant, creditor or collection agency for non-payment of goods or services or default of a loan,
- ii) defense or removal of criminal or civil judgments wrongly entered against the Activated Member, and/or
- iii) challenging the accuracy or completeness of information in a consumer credit report.

**Offline Service Delivery** – In the event the Client has impacted individuals that cannot or prefer not to receive digital communication for the monitoring service, Kroll can provide offline service delivery for an additional fee. These services include the processing of the individual's credit authorization and the delivery of credit reports and alerts via U.S. Postal Service, as applicable. For each offline Activated Member, the Client will be billed for the monitoring service(s) and an offline management fee.

### III. Fraud Consultation & Identity Theft Restoration

**Fraud Consultation Services** – If an Eligible Member's situation appears fraud related or identity theft related following a conversation with the Call Center (or as otherwise routed to Kroll from the Client), the call will be promptly directed to a Kroll Fraud Specialist. The Fraud Specialist is able consult with the Eligible Member to help further identify the nature of the potential issue and will further advise about resources, processes, and next steps for the Eligible Member's identity recovery work. Kroll's Fraud Specialists will be available to answer questions regarding identity theft and fraud issues from 7am to 7pm Central Time, Monday through Friday excluding major holidays.

**Identity Theft Restoration Services** – In instances of suspected identity theft, Kroll will recommend to the Activated Member that a case be opened for Identity Theft Restoration Services. Kroll's Fraud Specialists can perform the bulk of the restoration work required to attempt to restore the Activated Member's identity to pre-theft status.

#### B. Fee Structure

Data Breach Events involving 50+ impacted individuals	
Data Breach Notification & Communications Support	Fee
Set up Fee	Waived
Call Center <sup>1</sup> (Per Eligible Member)	\$0.35
Data Breach Notification – First Class Mail, four page (2 sheet), duplex, black & white letter <sup>2</sup> (Per Eligible Member, up to five (5) letter versions)	\$0.85
Email Notification <sup>2</sup> (Per Eligible Member, up to two (2) letter versions)	\$0.30
Extended Notification Data Services (per data file after initial two (2))	\$300.00
Enhanced Data Processing	Hourly rate provided as needed
Data Destruction Fee (per letter printed)	\$0.18
LOCATOR Address Finder (Optional) <sup>3</sup> (per record, \$500 minimum)	\$0.75



Additional Notification Letter version (above five (5) included versions)	\$300.00
Additional Notification Email Letter versions (above two (2) included versions)	\$750.00
PDF copies of notification letters (Optional)	\$500.00 + \$0.01 per person

Consumer Identity Monitoring, Fraud Consultation & Identity Theft Restoration	Fee
<b>Essential Monitoring</b> - 1 Bureau Credit Monitoring, Web Watcher, Public Persona, Quick Cash Scan, \$1M Identity Fraud Loss Reimbursement <sup>4</sup> (Per Activated Member)	27 Months \$36.08

<sup>1</sup> Call Center fees will be billed to the Client in month one. Fees for all other services rendered will be billed to Client monthly as services are delivered.

<sup>2</sup> Clients requiring more than 5 letter versions will be subject to a \$300.00 fee per additional letter version.

<sup>2</sup> Clients requiring more than 2 email letter versions will be subject to a \$750.00 fee per additional letter version.

<sup>3</sup> Locator Services only available in conjunction with Notification services.

<sup>4</sup> Consultation Services are provided at no additional cost to Eligible Members who are not considered part of a Special Population.

<sup>4</sup> Restoration Services are provided at no additional cost to Activated Members.

<sup>5</sup> Regardless of package selected, offline Eligible Members can only receive 1 Bureau Credit Report, 1 Bureau Credit Monitoring, 3 Bureau Credit Monitoring, and \$1M Identity Fraud Loss Reimbursement as offline services. All other services are available exclusively online.

## C. Service Exclusions

### Credit Services Exclusions

- Minors and deceased individuals are excluded from receiving credit reports and monitoring services through this program.
- Credit services are based upon consumer credit activity occurring in the United States of America ("U.S.").
- U.S. citizens who live abroad (expatriates) and no longer have a U.S. residential address are typically unable to receive or validate credit reports and monitoring alerts.
- Prior to receiving any credit services, including credit reports provided with Identity Theft Restoration Services, Activated Members must create an account with Kroll to verify their identity.

### Restoration Services Exclusions

- *Legal Remedy* – Any stolen identity event where the Activated Member is unwilling to prosecute or otherwise bring a civil or criminal claim against any person culpable or reasonably believed to be culpable for the fraud or its consequences.
- *Dishonest Acts* – Any dishonest, criminal, malicious or fraudulent acts, if the Activated Member(s) that suffered the fraud personally participated in, directed or had knowledge of such acts.
- *Financial Loss* – Any direct or indirect financial losses attributable to the stolen identity event, including but not limited to, money stolen from a wallet, unauthorized purchases of retail goods or services online, by phone, mail or directly.
- *Pre-existing Stolen Identity Event Limitations* – Any circumstance wherein the Activated Member had knowledge of, or reasonably should have had knowledge of a pre-existing stolen identity event based on information provided to them prior to enrollment in the program.
- *Business* – The theft or unauthorized or illegal use of any business name, DBA or any other method of identifying business (as distinguished from personal) activity.

- *Third Parties not Subject to U.S. or Canadian Law* – Restoration services only apply to entities, agencies and institutions subject to United States or Canadian law. Kroll cannot remediate identity theft issues originating outside of these jurisdictions.

#### D. Data File Requirements

File Requirements	
1	A "Primary Group" column and a "Secondary Group" column are used to differentiate populations where Kroll's services may differ by demographic distinction.
2	The "Primary Group" column is a required field and should only contain the following values: Adult, Minor, Deceased, International, and Canada. The "Secondary Group" column is not required and any arbitrary value may occupy this field.
3	Client must provide a single, comprehensive data file containing full first name and last name and residential mailing address for each individual, with a separate field for each piece of data (i.e., first name, last name, street address, city, state/province, zip/postal code).
4	International addresses must be provided in a mail-ready format to expedite file processing and speed to mail.
5	Kroll may analyze the file formatting prior to enrollment and return any exceptions for clarification.

Helpful Hints	
1	Residential addresses are preferred, but notifications can be sent to individuals with "care of", post office boxes or business addresses. In order to access credit services, notification recipients must provide a residential address at time of enrollment in credit services.
2	Please do not include business names; Kroll can only provide services to individuals not business entities, unless notification only is to be provided to the business.
3	Enrollment data must fit within the specified field lengths for each column.
4	Review data for common mistakes such as duplicate records, invalid zip codes, mislabeled international addresses and incomplete first/last names.
5	Also review data to confirm no duplicate records exist between/among various subgroups.

#### E. Additional Terms & Conditions

**Availability of Services** - To the extent that any section in the master terms and conditions is inconsistent with the following, the Parties expressly agree that the following paragraph will supersede and control with regard to the Availability of Services:

In the event any of the services provided through third parties become unavailable or inaccessible to Kroll for any reason, Kroll may elect to discontinue providing such services. Kroll will provide prompt written notice to Client of such discontinuation of services. Kroll may, in its sole discretion, replace discontinued services with an equal or greater valued offering. In the event services cannot be replaced and are discontinued, Client is entitled to a prorated return of fees calculated based on the time remaining for services not yet rendered that have been discontinued.



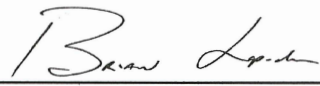
**ACCEPTED AND AGREED:**

**FRESNO UNIFIED SCHOOL DISTRICT**

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Name: Santino Danisi  
Title: Chief Financial Officer  
Date:

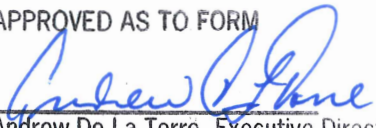
**KROLL INFORMATION ASSURANCE, LLC**



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Name: Brian Lapidus  
Title: Practice Leader  
Date: 4-28-2021

APPROVED AS TO FORM



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Andrew De La Torre, Executive Director  
Benefits & Risk Management

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## ADDENDUM A

### **ADDITIONAL TERMS & CONDITIONS FOR DATA BREACH SERVICES**

In accordance with the master terms and conditions between Kroll and Client, the Parties expressly agree that these Additional Terms & Conditions for Data Breach Services are intended to modify the master terms and conditions for the purposes of the Assignment set forth in the applicable SOW.

**1. Client Responsibilities.** Client agrees to provide all information reasonably requested to ensure accurate delivery of services and to provide a data file in accordance with the specifications outlined in the SOW, as well as Client's final text, logo and signature files, to be used in the notifications. The timeline for mailing the notifications and membership materials to affected individuals will be finalized once Kroll is in receipt of the above information. Client acknowledges and agrees that Kroll is not a law firm, Kroll's services do not constitute legal advice or legal opinion, and that Client is solely responsible for complying with all applicable laws.

**2. Security.** Client and Kroll shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such information; (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer; and (d) protect against unauthorized access to or use of such information in connection with its disposal. Each party will respond promptly to remedy any known security breach involving the personally identifiable information provided by Client under this Agreement, and shall inform the other party of such breaches.

**3. Confidentiality.** Client agrees to maintain the confidentiality of all pricing and service descriptions contained in any SOW for data breach services and any other Kroll information designated as confidential. Notices and information required to be provided to third parties in connection with the data breach services pursuant to this SOW will not be considered "Kroll Reports" as defined in the master terms and conditions.

**4. Trademarks.** Each Party grants to the other Party a non-exclusive, non-transferable, revocable license, without the right of sub-license, to use its trademarks, service marks, trade names and logos for the sole and exclusive purpose of providing data breach services pursuant to this SOW. Either party may revoke this license at any time upon written notice to the other. Except as expressly set forth herein, neither party shall have any rights, title or interest in or to any trademarks, service marks, trade names or logos owned or otherwise used by the other Party.

**5. Credit Reports.** Client acknowledges that Kroll does not warrant the accuracy of the information contained in any credit report or credit monitoring report provided under this Agreement, and agrees that Kroll shall not be responsible or liable for any negative factual information contained therein.

**6. Availability of Services.** In the event any of the services provided through third parties become unavailable or inaccessible to Kroll for any reason, Kroll may elect to discontinue providing such services. Kroll will provide prompt written notice to Client upon Kroll receiving notice from a discontinuing vendor. Kroll may, in its sole discretion, replace discontinued services with an equal or greater valued offering. In the event services cannot be replaced and are discontinued, Client is entitled to a prorated return of fees calculated based on the services already provided and the time remaining for services not yet rendered.

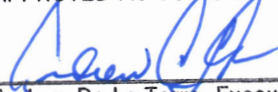
**7. Termination.** Notwithstanding the master terms and conditions, termination of any SOW for Data Breach Services shall require ninety (90) days prior written notice. In the event this Agreement is terminated, to the extent Kroll has commenced an identity monitoring and/or identity theft restoration service for an individual, such services shall continue for the duration of the enrollment period, or until such time said individual's identity monitoring and/or restoration services is/are complete, whichever comes first; provided, however, that any remittance due by or on behalf of such individual has been received by Kroll in full.

#### **ACCEPTED AND AGREED:**

#### **FRESNO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: Santino Danisi  
Title: Chief Financial Officer  
Date: \_\_\_\_\_

APPROVED AS TO FORM

 5/3/2021  
Andrew De La Torre, Executive Director  
Benefits & Risk Management

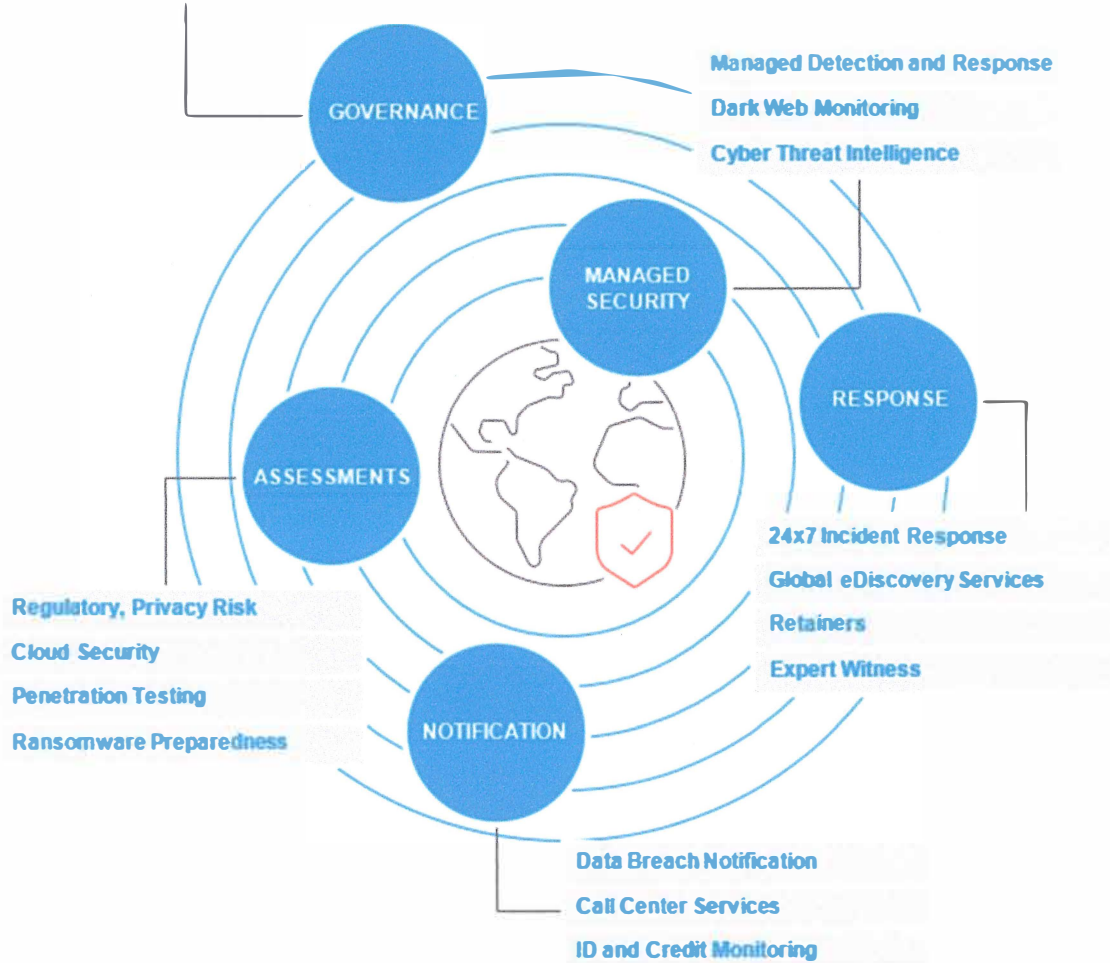
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## END-TO-END CYBER RISK SERVICES

Virtual CISO

Security Culture as a Service

Privacy and Data Protection



## Additional Governance, Risk, Investigation and Diligence Services

- Business Intelligence and Investigations
- Compliance Risk and Diligence
- Disputes Consulting
- Compliance Regulatory Consulting
- Legal Management Consulting
- Security Risk Management

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-24**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT: Approve Addendum to Agreement with Supplemental Health Care**

**ITEM DESCRIPTION:** Included in the Board binders is an addendum to the agreement with Supplemental Health Care in the amount of \$603,240. Supplemental Health Care currently has an approved Independent Contractor Services Agreement with Fresno Unified School District in the amount of \$402,000, executed on June 17, 2021.

This addendum with Supplemental Health Care will provide 15 additional Licensed Vocational Nurses (LVNs) to support our COVID-19 Action Team and assist with the contact tracing process. In order to keep our sites safe, early contact tracing is needed to prevent any spread of COVID-19. These additional LVNs will support our safety measures as we continue to bring more staff and students on campus.

The term of this addendum commenced March 23, 2021 and will end June 30, 2021.

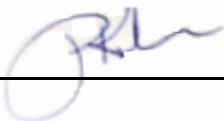
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$603,240 are available in the Health Services budget.

**PREPARED BY:** Brian Beck,  
Assistant Superintendent

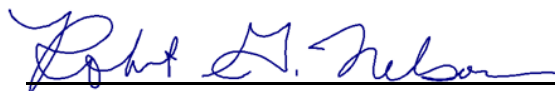
**DIVISION:** Instructional Division  
**PHONE NUMBER:** (559) 457-3731

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

**SUPERINTENDENT APPROVAL:**



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# Supplemental Health Care™

WORRY LESS, CARE MORE

Date: January 14, 2021

To: Fresno Unified School District, CA

This is an Addendum of the Supplemental Healthcare contract, dated July 1, 2020 by and between Fresno Unified School District and Supplemental Healthcare services. This amendment is entered as of March 25, 2021. Except as set forth below, the Contract shall remain unmodified and in full force and effect. The below information summarizes the revised Service Levels and Terms of the Contract as they apply to the 2020-21 school year.

**Contract Term:** an additional 15 LVN's

**Description:** Supplemental Healthcare agrees to recruit an additional 15 LVN's.

**Contract Amount:** Current contract amount \$402,000

Increased contract amount \$201,240

Not to exceed amount \$603,240

The attached Addendum is hereby incorporated into the Agreement as of the Addendum Effective Date March 25, 2021.

## AGREED AND ACCEPTED

### FRESNO UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

Name: Santino Danisi

Title: Interim Chief Financial Officer

Date: \_\_\_\_\_

Approved As To Form:

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

Date: \_\_\_\_\_

### SUPPLEMENTAL HEALTHCARE SERVICES

DocuSigned by:  
BY: Kathryn yn Cooper  
F BF E31719A3847D

Name: Kathryn cooper

Title: Area Director of Schools

Date: 4/19/2021



Fresno Unified  
School District  
*Preparing Career Ready Graduates*

# Fresno Unified School District

## Contract Routing Form

*Completed independent contract agreement must be attached*

Supplemental Health Care Services

7111 N Fresno St., Suite 270

**Vendor Name**  
866-268-2411

**Address**  
Nadine Perez-Turrietta

**Phone Number**

**Vendor Contact**

**From:** 07/01/2020

**Through:** 06/30/2020 *HP*

**Term (Duration)**

**FUSD Contract Administrator:**  
Jane Banks

Health Services 457-3301

**Name**

**Site/ Dept** **telephone number**

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

030-0730-0656-5110-0000-3140

**Annual Cost \$** \$402,000 (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:**

*JE* (initials)

**Scope of Work Summary:**

LVN's will provide direct medical care to medically fragile students and student's with chronic health conditions.

Date Item is to appear on Board of Education Agenda:

(Contracts of \$15,000.00 or more) 06/17/2020

Reviewed & approved by Cabinet Level Officer:

*Brian Beck*

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

*Andrew L. Hauer*

5.12.2020

Signed

Date

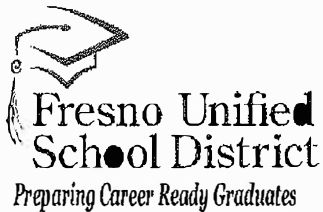
Please return signed contract to:

Maria Castro  
**Name**

Health Services  
**Department**

457-3301  
**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: 030-0730-0656-5110-0000-3140

District Contact Person: Jane Banks

Budget Manager Approval: Jane Banks

Contractor's Vendor Name: Supplemental Health Care Services

Contractor's Contact Person: Nadine Perez-Turrietta

Contractor's Title: Senior Market Manager

Contractor's Telephone Number: 866-268-2411

Contractor's E-mail: nturrietta@shccares.com


Contractor's Address: 7111 N Fresno St., Suite 270

Contractor's Taxpayer ID# or SSN#: 16-1216796

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

I. Contractor Services. Contractor agrees to provide

LVN's will provide direct medical care to medically fragile students and student's with chronic health conditions.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement. 21 
3. Term. This Agreement shall begin on 07/01/2020, and shall terminate on 06/30/2020. 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 \_\_\_\_\_ in accordance with per \_\_\_\_\_. Checks will be made payable to \_\_\_\_\_ Supplemental Health Care Services \_\_\_\_\_. 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 JP
- 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): \$402,000
  - 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. Conflict of Interest. Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
10. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.
11. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor's use of the site; the Contractor's completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
12. Insurance. Without limiting Contractor's indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) dollars annual aggregate limit. Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million (\$1,000,000) dollars per occurrence. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor's policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.
13. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

District:

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

Contractor:

Name: Supplemental Health Care Services

Address: 7111 N Fresno St., Suite 270

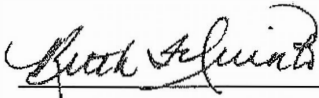
c: Andrew De La Torre  
Benefits & Risk Management  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721

22. Non-Discrimination. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws.
23. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this Agreement and that failure to do 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*

06/23/2020

*Date*

**CONTRACTOR**

Supplemental Health Care Services

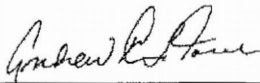


*Nadine Perez-Turrietta, Sr. Market Ma*

40.30

*Date*

Approved As To Form:



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

5.12.2020

*Date*



## SCHOOL STAFFING SERVICES AGREEMENT

This agreement ("Agreement") is made and entered into this 2nd day of April, 2020, by and between SHC Services, Inc. d/b/a Supplemental Health Care, (hereinafter "SHC"), with principle offices located at 1640 W. Redstone Center Drive, Suite 200, Park City, Utah 84098 and Fresno Unified School District, on behalf of itself, its facilities, divisions, and subsidiaries (hereinafter collectively referred to as the "Client") with its principle offices located at 1301 M. Street, Fresno, CA., 93721. SHC and Client are sometimes referred to as a "party" or collectively as the "Parties".

### **RECITALS**

**WHEREAS**, SHC a Delaware corporation provides supplemental staffing referral services to clients on an as needed basis;

**WHEREAS**, the Client is a school district with the need to provide health care services to identified students served by the Client;

**WHEREAS**, Client requests SHC to make available licensed and qualified health care professionals by acting as a referral agent of Nurses, Therapists, Technicians, and/or other ancillary medical personnel ("Health Care Personnel") to supplement Client's staff; and

**WHEREAS**, SHC is willing to use its best efforts to recruit Health Care Personnel to work shifts at specified locations as requested from time to time by Client.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, Client and SHC agree as follows:

### **1. SHC OBLIGATIONS:**

- a. SHC, as requested by Client, will use its best efforts to locate, recruit and refer Health Care Personnel to Client to supplement Client's existing staff.
- b. SHC shall provide Health Care Personnel with the experience, education and training requested by Client.
- c. SHC shall maintain a Health Care Personnel file, containing the following:
  - i. A completed application, which includes skills, specialties, and preferences.
  - ii. Documentation of special education or training.
  - iii. A minimum of two references, which reflect satisfactory performance within the job category.
  - iv. Verification of identity, credentials, and authority to work.
  - v. Copy of current license, Basic Life Support/CPR, registration or certification as required by position.
  - vi. Evidence of health status, including evidence of a current physical (within one year), MMR, PPD, Hepatitis B, and any other immunizations required by Client.
  - vii. Dates of employment and performance evaluations.
  - viii. Confirmation of completing criminal background investigation and pre-employment drug screen.
  - ix. Office of Inspector General's List of Excluded Individuals/Entities Search.
- d. SHC shall provide SHC orientation for all new Health Care Personnel, SHC's orientation includes but is not limited to, child and dependent adult abuse reporting obligations and procedures, and which may include Client-specific information upon Client's request.
- e. Health Care Personnel, who are assigned to the Client for the first time, shall report to the designated Client contact before commencing work at Client's facility or student locations.
- f. SHC shall maintain commercial general liability and medical professional liability insurance for SHC and Health Care Personnel with a liability limit of not less than \$1 million per occurrence and \$3 million aggregate.
- g. SHC will use its best efforts to refer Health Care Personnel who will follow Client policies provided to SHC, to protect the health and welfare of the Client's students.
- h. SHC will notify Client via written correspondence, fax, email or phone, of the initiation of any action, of which it becomes aware, commenced for the purpose of suspending, revoking or limiting any Health Care Personnel's license then providing services to Client. Written description of SHC Quality Assurance process is available upon request.

- i. SHC will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and Federal Statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap and/or marital status.
- j. SHC will comply with applicable Health Insurance Portability and Accountability Act (HIPAA) requirements.
- k. If services provided under this Agreement have an aggregate value of ten thousand dollars (\$10,000) or more, during a twelve (12) month period, SHC shall make its books, documents, records, etc., pertaining to this Agreement, available to the Secretary of Health and Human Services and/or the United States Comptroller General for four (4) years after furnishing services to Client.
- l. SHC shall use its best efforts to comply with the guidelines of The Joint Commission and OSHA standards regarding the use of supplemental staffing services.
- m. All Health Care Personnel providing services pursuant to this Agreement shall be considered employees of SHC, unless otherwise specified. This Agreement also applies to an independent contractor or subcontractor referred for service and accepted by Client.
- n. SHC assumes sole and exclusive responsibility for compensating Health Care Personnel for services performed for Client. SHC is responsible for withholding federal and state taxes, maintaining worker's compensation insurance coverage as required by state law, and reimbursing meal and lodging expenses as applicable under the Agreement.

## **2. CLIENT OBLIGATIONS:**

- a. Client shall provide sufficient specific information (job order or job profile) to enable SHC to match the job requirements to the skills and experience of Health Care Personnel. Clinical competency will be determined by the appropriate Client administrator which may be communicated to SHC via written correspondence, fax, email or phone. Notwithstanding the foregoing, the parties agree that Client, in its sole discretion, shall determine the suitability of Health Care Personnel to provide services for Client.
- b. Client acknowledges that SHC's ability to fill jobs or shifts is subject to the availability of qualified Health Care Personnel. Client further acknowledges that the ability to attract and retain qualified Health Care Personnel to fill the positions required by Client is a competitive advantage belonging to SHC, and that SHC's database of Health Care Professionals constitute an asset of SHC, which is confidential, proprietary and not disclosable to Client.
- c. Client shall provide clinical direction, supervision, management, and productivity expectations to Health Care Personnel while providing professional services under this Agreement. To the extent that Health Care Personnel provide health-related services to Client's students, Client will ensure such services comply with all treatment plans and is consistent with Client's students' best interests, as determined by Client. Client agrees that SHC is not responsible for Health Care Personnel's productivity while on assignment; therefore, Client will pay invoiced amounts in full without regard to productivity requirements placed on Health Care personnel by Client.
- d. Client shall be responsible for educating the Health Care Personnel regarding Client's policies and procedures concerning its operations and student care, and communicating its expectations regarding the professional services to be rendered by Health Care Personnel pursuant to this Agreement.
- e. Client will not require Health Care Personnel to perform in a manner other than that which is reasonable and customary within their profession. Health Care Personnel shall not be requested to perform services outside the general job description provided by Client and/or the education, licensing, certification, skills or clinical competence of the Health Care Personnel. Prior to providing services, Client shall ensure that Health Care Personnel receive proper orientation to the Client's policies and procedures related to the student care area to which they are assigned, floated or reassigned.
- f. Client shall provide SHC information and copies of Client policies to orient Health Care Personnel, as requested by client.
- g. Client agrees that it shall not either, directly or indirectly, employ or attempt to employ, a Health Care Professional (i) referred by SHC to Client for one year from the date of the referral; or, (ii) if the Health Care Professional provides services through SHC to the Client, during the assignment and one year after its termination. Notwithstanding the foregoing in this Section 2.g., Client may hire the Health Care Professional with written consent of SHC or by complying with Schedule A ("Billable Employment Conversion Costs").
- h. Client will immediately notify SHC via written correspondence, fax, email or phone, of the initiation of any licensing issues, clinical and student care issues, unexpected incidents and errors, suspicious behaviors and any complaints regarding SHC Health Care Personnel. The notification should include, but are not limited to: risk management actions or concerns; occupational/safety hazards, events or injuries; events or sentinel events of which Client is aware regarding Health Care Personnel. Written description of SHC Quality



Assurance process is available upon request. Client will make available an appropriate panel for peer review as necessary.

- i. Client agrees that Health Care Personnel who are required to travel away from home to fill an assignment will be retained for full time positions for a period of 13 weeks ("Travel Assignments"), unless otherwise agreed by the parties in a signed Confirmation of Assignment ("COA"), which is incorporated herein by reference.
- j. Client will not discriminate in employment or referral of Health Care Personnel on the basis of sex, age, race, color, national origin, religion, veteran status, sexual orientation, or handicap.
- k. Client will maintain in clean and good working order its facilities, machines and equipment; provide currently and appropriately trained staff and supervisory personnel; and provide an acceptable working environment. Client will not entrust Health Care Personnel with access to cash, credit cards or negotiable instruments.
- l. Client represents that it is neither currently being investigated nor has been previously indicted by any state or federal agency for violations of the Social Security Act, Medicare or Medicaid laws, or any other programs administered by, through or under any state or federal agency.
- m. Client may request that SHC terminate any Health Care Personnel providing services under this Agreement, who is insubordinate, lacks appropriate licensure, training and experience; fails to follow Client's policies and procedures, or fails to engage in commonly accepted standards of care. Client agrees that it will pay for all services performed up to the date of termination. Client will provide specific basis for the request for termination, in writing, which will be referred to the Health Care Personnel and reported, as required, to state professional licensing standards and SHC's Quality Assurance.
- n. Client will not give access to Health Care Personnel confidential medical records in violation of HIPAA.
- o. Client acknowledges that SHC provides a valuable service to Client for which it will, pursuant to the terms of this Agreement and/or industry standards or practice, compensate SHC.
- p. In the event Health Care Personnel are injured in performing duties for Client, Client shall cooperate with SHC's investigation and response to such injury, including any need for light duty assignments.

### **3. COMPENSATION AND BILLING:**

- a. SHC will bill Client weekly for its services in accordance with the rate schedule attached as Schedule "A" (Rate Schedule). SHC reserves the unilateral right to increase the stated rates, due to increased employment costs, upon thirty (30) days written notice to the Client.
- b. The Rate Schedule will remain in effect for the term of the Agreement unless SHC provides Client a written notice of rate increase as set forth in paragraph 3.a above.
- c. Mileage costs will be invoiced by SHC and paid by Client, unless stated in the Rate Schedule.
- d. The Rate Schedule is inclusive of all costs associated with the specific assignment, such as wages, payroll taxes, insurance, and meals and lodging costs for travel assignments authorized by Client, unless otherwise stated. SHC and Client have entered into a reimbursable arrangement requiring SHC to maintain adequate records or other sufficient evidence to satisfy the substantiation requirements of Internal Revenue Code Section 274(d), which will be provided to the Client by invoice.
- e. Invoices are due upon receipt. Each invoice, or portion thereof, which remains unpaid for thirty (30) days after the invoice date, will bear interest at the rate of 1.5% per month. Client agrees to pay all attorneys' fees and costs incurred by SHC in collecting past due invoices. If Client disputes an invoice for services provided by SHC, Client must notify SHC in writing within fourteen (14) days of the date of the disputed invoice. All invoices that are not disputed in writing within 14 days of receipt are conclusively presumed to be valid and accepted by Client.
- f. Client is obligated to timely pay SHC invoices regardless of Client's ability to bill or collect from third party payors for professional services rendered by Health Care Personnel under this Agreement, which includes any of Client's billing issues based on Health Care Personnel's productivity requirements as defined by Client.

- 4. TERM:** The term of this Agreement, is twelve (12) months from the date first stated above, unless sooner terminated by either party under this Section. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. However, scheduled assignments then occurring shall be completed and compensation paid to SHC. In the case of a breach of this Agreement, the non-breaching or non-defaulting party may immediately terminate this Agreement in writing upon the occurrence of any of the following events: failure to timely pay invoices, voluntary or involuntary filing for bankruptcy protection, or any material breach of the Agreement.

- 5. RELATIONSHIP OF PARTIES:** Neither party is the agent of the other. Neither party is authorized to bind the other to any responsibility or obligation, without the written consent of the other. SHC and Client are

independent contracting entities and do not create a joint venture, partnership or association under federal or state law. Client shall not make any payment to Health Care Personnel, unless authorized in writing by SHC.

- 6. INDEMNIFICATION:** Each party to this Agreement agrees that they shall hold harmless, indemnify and defend the other party, its shareholders, directors, officers, agents and employees against any and all claims, causes of action, injuries and damages including, but not limited to, personal injury and property damage, including reasonable attorney's fees and court costs to the extent caused by any act or omission on the part of the other party, its agents, contractors or employees. SHC shall indemnify and defend Client against any claims by its Health Care Personnel for unpaid wages or workers' compensation, subject to SHC's right of subrogation.
- 7. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR OR BE REQUIRED TO INDEMNIFY THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR LOST PROFIT DAMAGES THAT ARISE IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) AND REGARDLESS OF HOW CHARACTERIZED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDEMNIFICATION OR DEFENSE, OR ANY AND ALL CLAIMS, LOSSES, EXPENSES, INJURIES, DAMAGES, COSTS, INCLUDING ATTORNEY'S FEES AND EXPENSES, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT BY REASON OF ANY ACT OR OMISSION OF A PARTY, INCLUDING BREACH OF CONTRACT OR NEGLIGENCE, IN AN AMOUNT WHICH EXCEEDS THE TERMS AND CONDITIONS OF A PARTY'S THEN EXISTING AVAILABLE AND APPLICABLE INSURANCE COVERAGE.**
- 8. MAINTENANCE OF BOOKS AND RECORDS:** SHC shall keep and maintain records relating to services rendered hereunder as may be required by Client or by any fiscal intermediary, federal, state, or local government agency, or other party to whom billings for SHC's services are submitted which shall not be less than five (5) years from dates of services. Upon reasonable notice to SHC, Client shall have the right to inspect SHC's records, relating to services rendered under this Agreement, upon not less than fifteen (15) business days' written notice. Client shall pay all costs of requested copying.
- 9. COMPLIANCE:** Performance under the Agreement shall be: (a) in substantial compliance with all applicable federal, state, and local laws, rules, ordinances and regulation; and (b) consistent with the reasonable and lawful policies and procedures of the Client. SHC shall not knowingly jeopardize the licensure of the Client or its participation in the Medicare and/or Medicaid programs.
- 10. NON-APPROPRIATION OF FUNDS:** It is understood and agreed between the parties hereto that Client shall be bound and obligated hereunder only to the extent that funds shall have been appropriated and budgeted for the purposes of this agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this agreement, Client shall immediately notify SHC of such occurrence and this agreement shall terminate on the last day of the fiscal year for which an appropriation was received without penalty or expense to Client of any kind whatsoever.
- 11. OWNERSHIP OF DOCUMENTS.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the Health Care Personnel in rendering services hereunder shall be the sole property of the Client who shall have the sole responsibility for maintaining all original documentation. Provided, that the SHC or the Health Care Personnel shall in no way be liable or legally responsible to anyone for the Client's use of any such materials, or following termination.
- 12. CONTINGENT FEES PROHIBITED.** The SHC warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the SHC, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the SHC any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CLIENT shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift, or consideration paid in breach of this Agreement.
- 13. SUSPENSION AND DEBARMENT:** Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signature below the parties certify that they nor any principal of the entity is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

- 14. NOTICES:** Unless otherwise provided in this Agreement, Notice provided under this Agreement shall be deemed to have been delivered, when sent through US mail, postage pre-paid, certified, return receipt requested, five (5) days after mailing; or, by overnight mail, upon receipt, to the address of a party stated below.

Client:	Fresno Unified School District 1301 M. Street Fresno, CA., 93721 Attn: Jane Banks, Director of Health Services
SHC:	SHC Services Inc. 1640 W. Redstone Center Drive, Suite 200 Park City, Utah 84098 Attn: Contracting Department

The address for Notice may be changed in writing by providing the other party a new address for serving the Notice. In the event of a critical situation, service of a Notice by facsimile or email will accomplish delivery of a Notice, if the noticing party provides proof of receipt.

- 15. CONFLICT OF INTEREST.** SHC hereby certifies and represents that none of the Client's officials, employees or agents has any significant financial or other pecuniary interest in the SHC's business enterprise or in the performance of this Agreement or any Assignment, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the Client.

**16. MISCELLANEOUS:**

- a. The laws of the State of California govern the interpretation and construction of this Agreement to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding maybe instituted.
- b. Neither party may assign this Agreement without the prior, written approval of the other.
- c. This Agreement shall constitute the entire Agreement of the parties. This Agreement also supersedes any and all other agreements or contracts, written or oral, between the parties with respect to the matters addressed herein. This Agreement may be amended at any time by mutual agreement of the parties, providing that such amendment is in writing and executed by both parties hereto, with the exception of the Rate Schedule which can be unilaterally updated by SHC as provided for in Section 3.a above.
- d. In the event that any clause in this Agreement is found to be invalid or unenforceable, all other clauses are severable and will remain in full force and effect.
- e. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Furthermore, this Agreement may be executed and delivered by electronic transmission showing the signatures of the parties hereto.
- f. The parties agree that the terms and conditions of this Agreement are confidential. Neither party shall distribute this Agreement, or any part thereof, to third persons unless required by law or court or administrative order.
- g. Waiver of a term or condition of this Agreement is not enforceable, unless in writing, signed by the party against whom waiver is advanced. Any waiver shall only constitute waiver of a specific condition and will not operate to waive any other term or condition of the Agreement, or as a continuing waiver of the same condition.
- h. The undersigned represents that he/she is duly authorized by the Client to enter into this Agreement and bind the principal to performing the terms and conditions of this Agreement.
- i. Subsections 1.k., 2.g., 2.p. and Sections 6 and 7 shall survive termination of this Agreement.

**IN WITNESS WHEREOF**, the parties have signed and entered into this Agreement as of the Effective Date set forth above.

**SHC SERVICES, INC. dba  
SUPPLEMENTAL HEALTH CARE**

**FRESNO UNIFIED SCHOOL DISTRICT**

DocuSigned by:	
By: <u>Nadine Perez- Turrietta</u>	By: _____
Name: <u>Nadine Perez- Turrietta</u>	Name: _____
Title: <u>Sr. Market Manager</u>	Title: _____

*Approved as to Form*  
*[Signature]*  
5.12.2020

**SCHEDULE A****Bill Rates:**

<b>Specialty</b>	<b>Hourly Rate</b>
Licensed Vocational Nurse	43.00

**\*All rates are all-inclusive of payroll costs, employee benefits, workers' compensation insurance, malpractice insurance, and travel expenses if required.**

**Confirmation of Assignment.** The rates above are the minimum base rates for this Agreement; however, the parties acknowledge that depending on the length of the job assignment, guaranteed hours, specific credentialing requirements, and/or the availability of staff, there may be times that the actual bill rate will exceed the rates set forth above. Therefore, the parties have/will execute a Confirmation of Assignment (COA) that will set out the specific requirements for the assignment as well as the applicable bill rate. Other disciplines may also be added to this Agreement through an executed Confirmation of Assignment.

**Breaks/Meal Periods.** Client shall provide Health Care Personnel all breaks and meal periods required pursuant to state and federal law. It is the Client's responsibility to ensure that such break/meal period is identified on the Health Care Personnel's time sheets prior to approving such time sheet.

**Mileage Costs:** Client shall be invoiced and shall pay the then-current IRS Standards, for all local mileage for Health Care Personnel while traveling between Client's facilities.

**Meals and Lodging Costs:** All rates set forth herein are inclusive of meals and lodging costs, if incurred.

**Workweek:** SHC's workweek is defined as Sunday – Saturday.

**Cancellations:**

- **Contract Assignments:** If Client wishes to cancel a contract assignment before such assignment begins, Client must provide SHC at least fourteen (14) days prior written notice of the scheduled commencement date of that assignment. If less than fourteen (14) days' notice is provided, then Client shall be invoiced a penalty equal to three (3) shifts of said assignment.
- **Travel Assignments:** If Client wishes to cancel a travel assignment that has begun, Client shall provide SHC with a minimum of thirty (30) days prior written notice and SHC shall invoice Client for any costs incurred for travel and lodging that could not be cancelled. If less than thirty (30) days' notice is provided, Client shall pay the total contracted amount for such travel assignment as if the Health Care Personnel had worked the full assignment as well as any costs incurred for travel and lodging that could not be cancelled due to the short notice.
- **Per Diem Assignments:** If Client wished to cancel a per diem assignment prior to assignment begins, Client must provide SHC with twenty-four (24) hours prior notice of cancellation; otherwise a four (4) hour minimum billing will be assessed.

**Billable Employment Conversion Costs:** A Health Care Personnel may be employed by the Client after the completion of 1,040 hours of service as an SHC employee at the Client facility and Client pays to SHC a fee of \$1,000 for the positions of LPN/LVN. Any other disciplines shall be negotiated on a case-by-case basis as requested. As clarification of Section 2.g., any Health Care Personnel, whose application has been submitted to Client by SHC, may not be employed at Client either directly, or through another staffing referral company, for one year following the submission of the application.

**Direct Placement Fee:** In the event the Client wishes to have SHC to conduct a search for qualified candidates to be hired by Client ("Candidate"), Client agrees to pay SHC a recruitment fee of 20% of the Candidate's first year salary, for any Candidate presented to Client by SHC who accepts a position with any clinic, group or organization owned, operated, subcontracted with or otherwise affiliated with Client whether or not in Client's actual community.

This recruitment fee shall apply to each Candidate introduced by SHC for a permanent position, whether the Candidate has actually performed medical services through SHC. The fee will be due when an employment agreement, either written or verbal, is reached between the Client and the Candidate, or on the first day that the Candidate begins work for Client, whichever comes first.

**Increase of Bill Rates:** SHC reserves the right to unilaterally amend this Schedule A to increase the rates set forth above: (1) in the event there is an increase in SHC's burden costs as a result of any governmental mandate; and/or (2) at the beginning of each calendar year if there is an increase in the health care index., provided that SHC sends Client a written notice thirty (30) days in advance of such increase.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-25**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT:** Ratify Grant Application to Albertsons Companies Foundation for Nutrition Services Equipment

**ITEM DESCRIPTION:** Ratification is requested for a grant application to the Albertsons Companies Foundation, which funds organizations that serve areas served by their stores. Nourishing Neighbors, a charitable program of the Albertsons Companies Foundation, is committed to eradicating hunger in America. Fresno Unified applied to the Nourishing Neighbors Summer Meals Program, requesting up to \$100,000 to support the district's summer meals program serving children 1-18. Program funding can support purchase of food, transportation, staffing, and marketing/outreach. The district's grant application proposes procurement of stationary milk coolers and mobile beverage coolers to support meal distribution at summer school and community meal sites.

**FINANCIAL SUMMARY:** Funding of up to \$100,000 may be awarded, with no district match required.

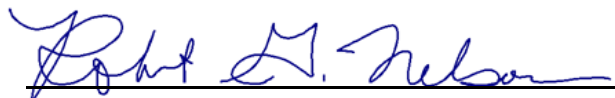
**PREPARED BY:** Amanda Harvey,  
Director of Nutrition Services

**DIVISION:** Operational Services  
**PHONE NUMBER:** 457-6278

**CABINET APPROVAL:** Karin Temple,  
Chief Operating Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM A-26**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Change Orders for the Project Listed Below**

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

Bid 20-36 Section B, Sunnyside High School Shade Structure and Site Improvements  
Change Order 1 includes but may not be limited to: add unistrut light fixture mounting; relocate electrical conduit; credit for fire alarm panel; and add 165 calendar days.  
Change Order 2 includes but may not be limited to: add 57 calendar days.

Original Contract Amount:	\$ 881,667
Change Order(s) previously ratified:	\$ 0
Change Order 1 and 2 presented for ratification:	\$ 3,755
New Purchase Order Amount:	\$ 885,422

**FINANCIAL SUMMARY:** Sufficient funding in the amount of \$3,755 is available in the General Fund for Bid 20-36.

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:**

Sunnyside High School Shade Structure & Site Improvements  
1019 S. Peach Ave  
Fresno CA 93727

**CHANGE ORDER No. :****001**

DSA File No. :

**10-H8**

Application No. :

**02-117856****CONTRACTOR :**

Davis Moreno Construction, Inc.  
4720 N. Blythe  
Fresno CA 93722

DESIGNER'S PROJECT No. :

**1936**

FUSD BID/CONTRACT No. :

**20-36**

CONTRACTOR P.O. No. :

**6076748**

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

The original Contract Sum was .....	\$	881,667.00
Net change by previously authorized Change Orders .....	\$	-
The Contract Sum prior to this Change Order was .....	\$	881,667.00
The Contract Sum will be adjusted by .....	\$	3,754.26
The new Contract Sum, including this Change Order will be .....	\$	885,421.26
The Contract Completion date prior to this Change Order was .....		25-Aug-20
The Contract Time will be adjusted by .....		(165) Calendar Days
The new Contract Completion date, including this Change Order is therefore .....		5-Feb-21

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

**Recommended by:**

Darden Architects, Inc.  
6790 N. West Ave  
Fresno, CA 93711

**ARCHITECT/ENGINEER:**

By:

Date: 2/23/2021**Accepted by:**

Davis Moreno Const, Inc  
4720 N. Blythe  
Fresno, CA 93722

**CONTRACTOR:**

By:

Stephen Davis

Date:

2/23/2021**Authorized by:**

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

**OWNER:**

Bv: Alex Belanger

Date:

3/15/2021

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

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Provide all labor and materials to install added unistruts for light fixture mounting.

**REASON FOR CHANGE:**

Due to the change of the structural framing system from steel frame to modular canopy unistruts are required for lighting support

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFP-04

Amount of this Change Order Item:

Increase \$ 2,700.72

Time adjustment by this Change Order Item:

Increase 2 Days

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Credit for the deletion of the new voice alarm communication panel (EVAC) and install to the existing EVAC panel.

**REASON FOR CHANGE:**

Credit for fire alarm work removed from this project

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFP-03

Amount of this Change Order Item:

Decrease \$ (1,967.56)

Time adjustment by this Change Order Item:

Increase 0 Days

**Item 1-3**

**DESCRIPTION OF CHANGE:**

Relocation of electrical conduits due to conflict with structural column footings

**REASON FOR CHANGE:**

An existing electrical conduit run is in conflict with (2) footing locations. Both locations have a conflict with the actual post location. In one location the conduit was placed in the concrete and was broken during the demolition of concrete and will need to be repaired.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

RFI-08

Amount of this Change Order Item:

Increase \$ 2,525.58

Time adjustment by this Change Order Item:

Increase 0 Days

## CHANGE ORDER

**Item 1-4****DESCRIPTION OF CHANGE:**

Provide all labor and materials for the installation and extension of concrete curbs for the extension of the sidewalk.

**REASON FOR CHANGE:**

The addition of the concrete curbs were needed to maintain the ADA path of travel and to retain the lawn back due to it being a higher elevation than the sidewalk.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFP-02

Amount of this Change Order Item:

Increase \$ 495.52

Time adjustment by this Change Order Item:

Increase 0 Days

**Item 1-5****DESCRIPTION OF CHANGE:**

Add 163 Calendar Days to Contract duration, existing final Contract Completion date is February 5, 2021. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD or any and all rights it has under the Contractor or applicable law. No compensation is due to Contractor for additional days identified in this Change Order.

**REASON FOR CHANGE:**

Contract time extension to accommodate minor project close-out activities

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 163 Days

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 3,754.26**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 165 DAYS**

\*\*\* End of CHANGE ORDER \*\*\*



## CHANGE ORDER

**PROJECT NAME:**

Sunnyside High School Shade Structure & Site Improvements  
1019 S. Peach Ave  
Fresno CA 93727

**CHANGE ORDER No. :****002**

DSA File No. :

**10-H8**

Application No. :

**02-117856****CONTRACTOR :**

Davis Moreno Construction, Inc.  
4720 N. Blythe  
Fresno CA 93722

**DESIGNER'S PROJECT No. :****1936****FUSD BID/CONTRACT No. :****20-36****CONTRACTOR P.O. No. :****607674B**

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

The original Contract Sum was .....	\$	881,667.00
Net change by previously authorized Change Orders .....	\$	3,754.26
The Contract Sum prior to this Change Order was .....	\$	885,421.26
The Contract Sum will be adjusted by .....	\$	-
The new Contract Sum, including this Change Order will be .....	\$	885,421.26
The Contract Completion date prior to this Change Order was .....		5-Feb-21
The Contract Time will be adjusted by .....	(57) Calendar Days	
The new Contract Completion date, including this Change Order is therefore .....		2-Apr-21

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

**Recommended by:**

Darden Architects, Inc.  
6790 N. West Ave  
Fresno, CA 93711

**ARCHITECT/ENGINEER:**

By:

Date: 3/24/2021

**Accepted by:**

Davis Moreno Const, Inc  
4720 N. Blythe  
Fresno, CA 93722

**CONTRACTOR:**

By: Stephen Davis

Date: 3/25/2021

**Authorized by:**

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

**OWNER:**

By: Alex Belanger

Date: 3/30/2021

## CHANGE ORDER

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

**Item 2-1**

**DESCRIPTION OF CHANGE:**

Add 57 Calendar Days to Contract duration, existing final Contract Completion date is April 2, 2021. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD or any and all rights it has under the Contractor or applicable law. No compensation is due to Contractor for additional days identified in this Change Order.

**REASON FOR CHANGE:**

Contract time extension to accommodate minor project close-out activities

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 57 Days

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ -**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 57 DAYS**

\*\*\* End of CHANGE ORDER \*\*\*



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM B-27**

AGENDA SECTION: B

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

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

TITLE AND SUBJECT: Naming Facility at 10<sup>th</sup> Street and Ventura Avenue

ITEM DESCRIPTION Included in the Board binders is a list of names for your consideration in naming the new alternative education facility at 10<sup>th</sup> Street and Ventura Avenue.

In accordance with AR 7310, the Office of Communications sought community input around the renaming of the new facility through an online survey. The survey was available on the district's website from April 7-May 7, 2021. 1,672 suggestions were submitted honoring 149 individuals or geographical locations. A list of those names is included, along with profiles of the four names that received 65 or more nominations. Those names are:

- Francine and Murray Farber
- Holland Locker
- Roger Tatarian
- Dolphas Trotter

In accordance with BP 7310, the Governing Board shall name school or individual facilities. As part of the May 19 Board of Education agenda, the Board will have the opportunity to discuss and determine the new name for the 10<sup>th</sup> and Ventura facility.

As a reminder, Board Policy (BP) 7310 states the Governing Board shall name schools or individual facilities in recognition of:

1. Individuals, living or deceased, who have made outstanding contributions to the county or community
2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance
3. The geographic area in which the school or building is located

FINANCIAL SUMMARY: Fiscal impact to the district or school site is unknown at this time.

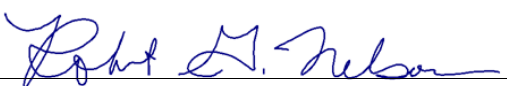
PREPARED BY: Amy Idsvoog,  
Executive Officer

DIVISION: Communications  
PHONE NUMBER: (559) 457-3498

CABINET APPROVAL: Lindsay Sanders

SUPERINTENDENT APPROVAL:

Interim Chief Information Lindsay Sanders  
Lindsay Sanders (May 11, 2021 12:26 PM)

  
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# Murray and Francine Farber

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- Born in Brooklyn, N.Y and married for 66 years, these Fresno residents have committed time and financial resources to a number of community projects in honor of their late sons, Steve and Michael. Murray Farber is a former newspaper editor and Francine Farber was a school psychologist and administrator.
- In 2012, through an endowment, the Farbers launched Steve's Scholars at Tehipite Middle School with the goal of providing college scholarships to students once they graduated from a Fresno Unified high school. The program criteria include academic, attendance and community service expectations. The Farbers, supporters of the arts, funded the "Fifth Grade on Broadway" initiative to provide students the opportunity to experience professional theater productions like "Founding Fathers . . . and Mothers", an original production written, directed and cast by the Good Company Players. Francine and Murray have continued to provide for the community, opening Mike's Books, a free onsite library at two Fresno Housing communities. The Farbers both serve on several community boards and committees.



# Holland Locker

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- A member of the Fresno Unified family for a majority of his life, Holland Locker was a product of Fresno Unified, graduating from Bullard High School in 1975. He went on to Fresno State to earn his bachelors and master's degrees. Locker served as a Fresno Unified educator for 36 years, including as a teacher, coach and administrator. He was an assistant superintendent for 15 years, serving as a mentor to many in the district. Locker was an active member of Association of California School Administrators. Prior to his passing in January 2019 at age 61, Holland helped design and oversee the district's Goal 2 team -- responsible for arts, activities and athletics.

Under Locker's leadership, Goal 2 efforts expanded and flourished, emphasizing at all grade levels the importance of students connecting to the arts and extracurricular activities.

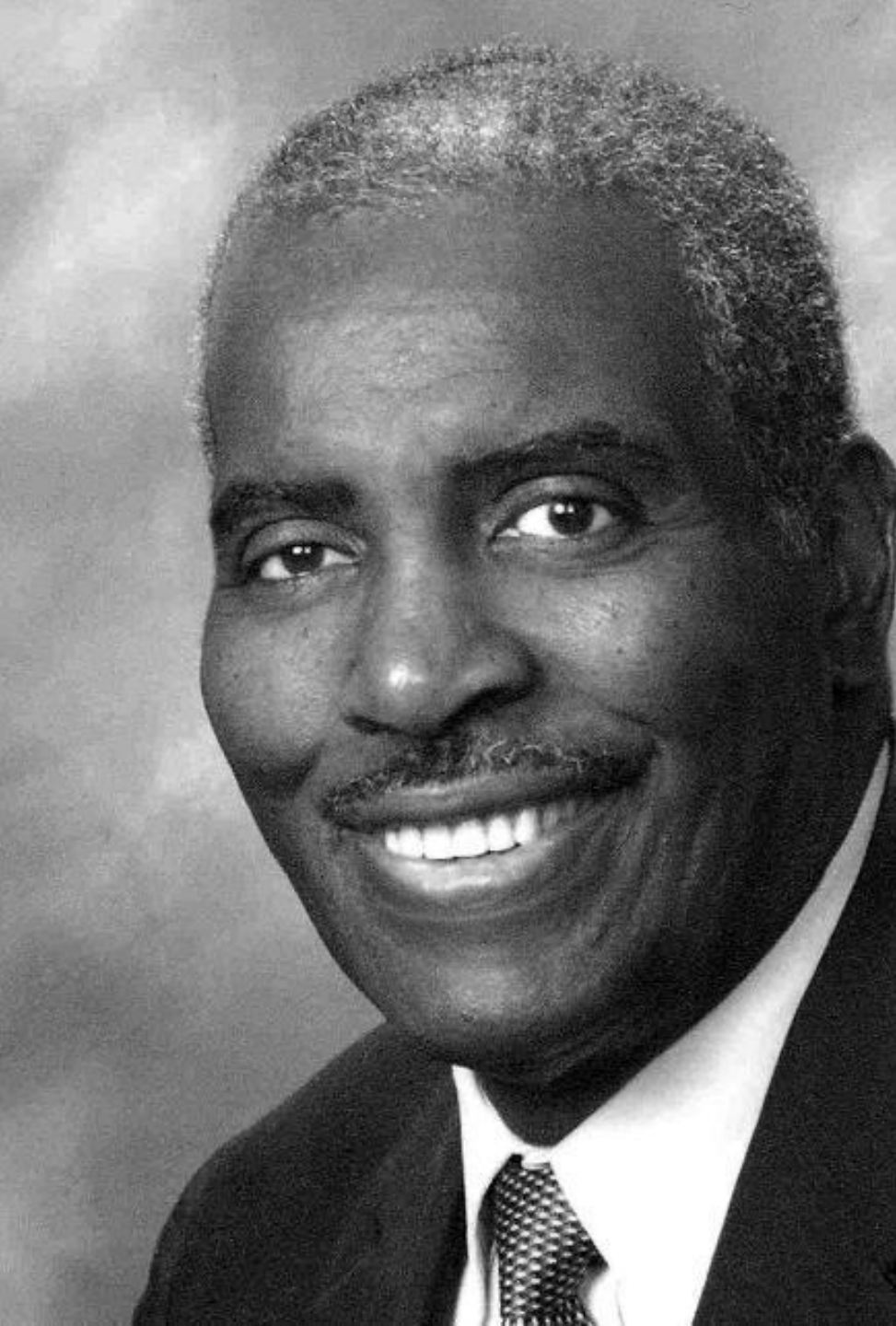




# Roger Tatarian

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- Raised in Fresno, Roger Tatarian became an award-winning journalist. Tatarian graduated from Fresno State College in 1938 with a degree in political science. He worked for United Press International (UPI) and became a war correspondent during World War II. Tatarian spent 34 years with UPI, serving as general news manager in Europe, the Middle East and Africa; bureau chief in London and Rome; news editor in Washington D.C.; and vice president and editor-in-chief.
- After retiring from UPI, Tatarian returned to Fresno and joined the journalism faculty at Fresno State where he taught for 15 years. He wrote routinely for The Fresno Bee and was a longtime Fresno radio personality prior to his passing in 1995.



# Dolphas Trotter

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- Former Fresno Unified educator and interim superintendent, Dolphas Trotter passed away at the age of 68 in 2009. As a child, his family moved from Oklahoma to Fresno in 1945 where he attended Fresno Colony Elementary School and later Washington Union High School. He attended University of Pacific and played football and was later drafted into the U.S. Army before becoming an educator. He taught at Edison High School and would later become a vice principal and the school's first African American principal. Trotter served as principal at Tioga and Cooper middle schools and then became a district administrator before his promotion to assistant superintendent. In 2000 he served as the District's interim superintendent.
- After retiring from Fresno Unified, Trotter would go on to serve as superintendent for New Millennium Charter School and West Fresno School District. Trotter also sat on the Board of Directors for the African American Historical and Cultural Museum.

10th and Ventura -- Names Submitted	
Stan	Adair
Ibn	Al Haytham
Alan	Autry
Ruth	Bader Ginsburg
Dr. Jose	Bautista
Dr.Daniela	Benavidez, Ed.D.
Bradley	Berrett
Jack	Bolt
Manuel	Bonilla
Jerry	Brown
Dorothy Lavinia	Brown
Kobe	Bryant
DEREK	CARR
Dr. Benjamin	Carson
Joseph E.	Carson
Merv	Carter
Joseph I.	Castro
Gerry	Catanzarite
Dr. Ramon	Chacon
Meher "Chekers" Chekerdemian	Chekerdemian
Haig	Chooljian
Laurel	Clark
Besse	Coleman
Dale	Costa
Harold	Cruise
Sossie	Djbrayan
Sonya	Doumanian
Frank	Duran
Jerry	Dyer
Rubén D.	Elias
Fernando	Espinosa
Francine and Murray	Farber
Anthony	Fauci
Dolores Clara	Fernández Huerta
Ed	Ferreira
Valerie	Florentino Davis
Tom	Flores
Vang	Fong
Robert	Force
Jesus	Garcia
Paul Eddie	Garcia
Arthur	Gonzalez
Steve	Gonzalez
Amanda	Gorman
Billy	Graham



Sid	Haig
Coke	Hallowell
Fannie Lou	Hamer
Joy	Harjo
James	Harris
Kamala	Harris
Stephen	Hawking
Francena	Hawkins
John	Hazelett
William	Helm
Misty	Her
Gloria	Hernandez
Sam	Hines
Holland Locker	Holland Locker
Margaret	Hudson
Delores	Huerta
Omar	Huerta
Taha	Hussain
Larry	Itliong
Mae	Jamison
John	Jay
Uziel	Jimenez
Garland	Johnson
SAM	JONES
Frida	Kahlo
Jack	Kelley
Kirk	Kerkorian
Martin Luther	King JR.
Darlene	Laval
Vincent	Leverly
Philip	Levine
John	Lewis
Tim	Liles
Holland	Locker
Locker Hines or Hines Locker	Locker and Hines
John	Louis
John	Marinovich
FITZALBERT	MARIUS
Mike	Mc Garvin
Audra	Mcdonald
Minnie	McEachern
Fred	McFeely Rogers
Pete	Mehas
Martha	Mendiola
Mattie	Meyers
Barbara	Morgan
Michael	Murray

Elon	Musk
Chukchansi	na
Miwuk	na
William	Neal
Terron	Nolan
Bob	Nelson
Manuel	Nunez
Barack	Obama
Michelle	Obama
Dr. Ellen	Ochoa
Debra	Odom
Jose Clemente	Orozco
Artie	Padilla
Esther	Padilla
Gilbert	Padilla
Roger	Palomino
Rosa	Parks
Tony	Perry
Matthew	Phanco
Phillips	Phillip's
Sal	Quintero
Brian	Radtke
Jose	Ramirez
Ronald	Reagan
James	Rhodes
Mike	Ribera
Armando	Rodriguez
Carl	Sagan
William	Saroyan
Thomas George	Seaver
Tom	Seaver
Jacob	Seropian
Roberta	Shekerjian
Cecil	Smith
Gary	Soto
Sonia	Sotomayor, Justice
Joseph	Spino
Gloria	Stansfield
Roger	Tararian
Jerry	Tarkanian
Dolphas	Trotter
Donald	Trump
Melania	Trump
Harriet	Tubman
Colonel Fong	Vang
Billy	Vukovich
Marilyn	Wallace

Douglas	Ward
Gloria	Watts
Ida	Wells
Peggy	Whitson
John	Wright
Charles	Young
Malala	Yousafzai
Emiliano	Zapata

10th and Ventura Naming Process-- Geographical Names Submitted
Ash Tree
Academic Audicy Campus
Academic Audicy Campus @ Venture and 10th, Fresno, CA
Alternative School of Learning
Brasil
Carpenteria
Central California Institution
Central Valley
City of Fresno California
Contact the appropriate Yokuts tribe whose land this location occupies for an indigenous place name.
EL RENACER
FRESNO ALL-AROUND COMMUNITY SCHOOL
Fresno New Pathways Academy
Fresno Pathway Academy or Valley Pathway Academy
Hach'aami hayil (new/young day-Chukchansi)
Hawaiian, Tahiti, India, Ireland, Poland. Anything that isn't the typical Spanish, Hmong, or Punjabi. OR name it after someone who made a significant change during COVID
HMONG FRESNO
Huntington Education Center
Manchester Center
our vines of grapes in the valley - Vineyard Education Center
Reimagine Learning Center- Education Re-defined
Shaver
Sierra Nevada
Southface
The 10th Avenue
The future --- future academy
The new school on Ventura and 10th
Urban High
V10
Valley New Pathways Academy
Ventura
Ventura and 10th
Ventura campus
Ventura Center for Education Advancement
Ventura school
Ventura Alt Education
Venture Campus
where the school is located
Yokut Land / Yokut / Tachi Yokut / Yokut word for "school," "education," "success," or similar idea
Yosemite
Zion

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM B-28**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT:** Adopt Resolution 20-12, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2016 (Measure X), Series D, in the Aggregate Principal Amount of Not to Exceed \$45,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith

**ITEM DESCRIPTION:** Resolution 20-12, included in the Board binders, provides for the issuance and sale of Measure X General Obligation Bonds, Series D, in the aggregate principal amount of not to exceed \$45 million and authorizes execution and delivery of related documents and actions. The bonds will be issued under Bond Law to provide funds for school facility improvements for which they are authorized under Measure X. This is the final Measure X issuance and will provide funding for projects prioritized by the Board, as shown below.

School/Site	Project	Est. Total Cost (\$millions)	Anticipated Board Award Recomm.
Hoover	Event Center HVAC and Roofing	1.6	May 2021
Bullard	Baseball & Softball Facility Improvements	4.3	June 2021
Edison	Baseball & Softball Facility Improvements	2.4	June 2021
Sunnyside	Baseball & Softball Facility Improvements	1.5	June 2021
Dailey	Multi-Purpose Room HVAC & Electrical Upgrade	1.1	Sept. 2021
Del Mar	Multi-Purpose Room Reconstruction - design	0.7	June 2022
Roosevelt	Library, West Hall, Theater Renovation - design	1.7	Jan. 2023
Various	Deferred Maintenance & Small Capital Projects	10	Various
Various - Major Projects Underway	CTE Facilities at Fresno, Hoover & McLane; Jackson Cafeteria Reconstruction; Cafeteria HVAC at Centennial, Scandinavian & Wishon; Ventura & 10 <sup>th</sup> Building C & D improvements		In construction

Project implementation is pending Board approval and subject to change based on programs, priorities, and funding availability. Cost estimates are based on information currently available and depend on final project scope and pricing at time of bid. Resolution 20-12 approves the Preliminary Official Statement, Bond Purchase Agreement, and Paying Agent Agreement (available for review in the Board office). The bonds will be entirely current interest bonds, at an estimated interest rate of 2.04%.

FINANCIAL SUMMARY: Funding source is Measure X, approved by the voter electorate in November 2016.

PREPARED BY: Karin Temple,  
Chief Operating Officer

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

CABINET APPROVAL: Karin Temple,  
Chief Operating Officer

SUPERINTENDENT APPROVAL:

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# **Facility Improvement Program**

**Resolution 20-12: Issue Measure X Bonds (\$45 million)**

**Resolution 20-13: Issue Measure M Bonds (\$80 million)**

**May 19, 2021**



# Resolution 20-12: Issue Measure X Bonds (\$45 million)

- Approved in November 2016 by 67% of the voters, \$225 million
- Previous Measure X issuances
  - ▣ May 2018, \$60 million
  - ▣ August 2019, \$75 million
  - ▣ September 2020, \$45 million
- This will be the final issuance of Measure X bonds
  - ▣ 100% current interest bonds
  - ▣ Interest rate estimated at 2.04% based on current information
  - ▣ Debt service to principal ratio estimated at 1.2 to 1
- Bond rating from Moody's affirmed at Aa3, with stable outlook

# Identified Measure X Projects

School	Project	Est. Total Cost (\$millions)	Targeted Recomm. to Board
Major Projects Underway	CTE Facilities at Fresno, Hoover & McLane; Jackson Cafeteria Reconstruction; Cafeteria HVAC at Centennial, Scandinavian & Wishon; Ventura & 10 <sup>th</sup> Building C & D improvements	Completion of projects	In construction
Hoover	Event Center HVAC and Roofing	1.6	May 2021
Bullard	Baseball & Softball Facility Improvements	4.3	June 2021
Edison	Baseball & Softball Facility Improvements	2.4	June 2021
Sunnyside	Baseball & Softball Facility Improvements	1.5	June 2021
Dailey	Multi-Purpose Room HVAC & Electrical Upgrade	1.1	Sept. 2021
Del Mar	Multi-Purpose Room Reconstruction - design	0.7	June 2022
Roosevelt	Library, West Hall, Theater Renovation - design	1.7	Jan. 2023
Various	Deferred Maintenance & Small Capital Projects	10	Various



# Resolution 20-13: Issue Measure M Bonds (\$80 million)

- Approved in March 2020 by 60% of the voters, \$325 million
- Board identified projects to be funded
- This will be the first issuance of Measure M bonds
  - ▣ 100% current interest bonds
  - ▣ Interest rate estimated at 2.86% based on current information
  - ▣ Debt service to principal ratio estimated at 1.6 to 1
- Bond rating from Moody's affirmed at Aa3, with stable outlook

# Identified Measure M Projects

School	Project	Est. Total Cost (\$millions)	Targeted Recomm. to Board
Columbia	Classroom Building, Site/Security Improvements	12	In construction
Duncan	CTE Bldg – Health Sci & Medical Tech	12.6	June 2021
Addams	Early Learning Bldg & Office/Entry Relocation	13.9	Sept. 2021
Hoover	Library/Student Union Expansion/Renovation	6	Oct. 2021
Tehipite	E-Sports Center	1.5	Jan. 2022
Ventura/10 <sup>th</sup>	Alternative Education/eLearn/CTE Campus	60	Jan. 2022
Ventura/10 <sup>th</sup>	Office Space Renovations – Buildings A & B	5	Jan. 2022
Yosemite	Classroom Modernization	5.2	Jan. 2022
Edison	CTE Bldg – Arch & Eng, Health Sci, Info & Comm	17.5	April 2022
Sunnyside	CTE Bldg – Health Sciences	8	April 2022
Ericson	Reconstructed Multi-Purpose Room	6	May 2022
Del Mar	Reconstructed Multi-Purpose Room	6	June 2022
Various	Deferred Maintenance & Small Capital Projects	10	Various

# Recommendation

Adopt resolutions authorizing the issuance and sale of general obligation bonds and authorizing the execution and delivery of documents and actions in connection therewith

- ❖ Resolution 20-12: Measure X, \$45 million
- ❖ Resolution 20-13: Measure M, \$80 million

Adoption of resolutions approves draft Preliminary Official Statement, Bond Purchase Agreement, and Paying Agent Agreement  
(available for review in the Board office)



**FRESNO UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 20-12**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND  
SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016,  
SERIES D, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO  
EXCEED \$45,000,000 AND AUTHORIZING THE EXECUTION AND  
DELIVERY OF DOCUMENTS AND ACTIONS IN CONNECTION  
THEREWITH**

**WHEREAS**, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on November 8, 2016, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure X ("Measure X") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$225,000,000 (the "Measure X Bonds"), and 55% or more of the votes cast at said election were in favor of the issuance of the Measure X Bonds; and

**WHEREAS**, the Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of any series of the Measure X Bonds on behalf of the District under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

**WHEREAS**, the Board has previously issued three series of the Measure X Bonds under the Bond Law in the aggregate principal amount of \$179,996,622.85, leaving a remaining \$45,003,377.15 of Measure X Bonds which are authorized to be issued by the District; and

**WHEREAS**, the Board wishes at this time to initiate proceedings for the issuance of a fourth and final series of Measure X Bonds under the Bond Law (the "Series D Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure X; and

**WHEREAS**, the District's application for a waiver of the statutory bonding capacity limitation (the "Waiver") has been granted by the State Board of Education at its meeting on November 5, 2020 as confirmed by an official disposition letter dated December 23, 2020, and issuance of the Series D Bonds will be in compliance with said Waiver; and

**WHEREAS**, pursuant to Government Code Section 5852.1 certain information relating to the Series D Bonds is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public; and

**WHEREAS**, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the issuance of the Series D Bonds will be in compliance with said policy;

**NOW, THEREFORE**, the Board of Education of the Fresno Unified School District hereby finds, determines, declares and resolves as follows:

**Section 1. Bond Authorization.** The Board hereby authorizes the issuance of a fourth series of Measure X Bonds in the aggregate principal amount of not to exceed \$45,000,000. The Series D Bonds shall be issued under the Bond Law for the purpose of raising money to finance educational projects for which the Measure X Bonds have been authorized under Measure X. The Series D Bonds shall be designated the "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2016, Series D".

**Section 2. Paying Agent Agreement.** The Series D Bonds shall be issued upon the terms and conditions set forth in the Paying Agent Agreement between the District and U.S. Bank National Association, as paying agent (the "Paying Agent"), in substantially the form on file with the Clerk of the Board together with any changes therein or modifications thereof which are approved by the Superintendent, the Chief Financial Officer or the Chief Operations Officer (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or modifications. An Authorized Officer is directed to execute the final form of the Paying Agent Agreement in the name and on behalf of the District. All of the provisions of the Paying Agent Agreement relating to the terms of the Series D Bonds are hereby incorporated into this Resolution by reference. In the event of any conflict between the provisions of the Paying Agent Agreement and the provisions of this Resolution, said provisions of the Paying Agent Agreement shall be controlling.

**Section 3. Material Provisions of Series D Bonds.** The Series D Bonds shall be issued entirely in the form of current interest bonds. Interest on the Series D Bonds shall be payable by the District on February 1 and August 1 in each year, commencing August 1, 2021, and principal of the Series D Bonds shall be payable by the District on August 1 in any year. The Series D Bonds shall be subject to redemption in accordance with the redemption provisions set forth in the final form of the Paying Agent Agreement. The Series D Bonds may be issued in whole or in part as term bonds which are subject to mandatory sinking fund redemption on August 1 in any year, in lieu of having a principal maturity in such year. The Series D Bonds shall have a term of not to exceed 40 years from the date of issuance (subject to the provisions of Section 4).

**Section 4. Finding Regarding Useful Life.** The Board hereby authorizes the issuance of a portion of the Series D Bonds in the form of current interest bonds which have a maturity greater than 30 years but not greater than 40 years pursuant to Government Code Section 53508.6, but only if the useful life of the facilities which are financed with the proceeds of Series D Bonds having a maturity greater than 30 years equals or exceeds the maturity date of such Series D Bonds. A representative of the District who is familiar with the projects to be financed with the proceeds of the Series D Bonds is authorized to make such determination and to execute a certificate to such effect in the event any of the Series D Bonds have a maturity greater than 30 years.

**Section 5. Negotiated Sale of Series D Bonds.** The Board hereby authorizes the negotiated sale of the Series D Bonds to Stifel, Nicolaus & Company, Incorporated, on behalf of itself and Piper Sandler & Co., as underwriters (collectively, the "Underwriters"), pursuant to Section 53508.7 of the Bond Law. The Series D Bonds shall be sold to the Underwriters pursuant to the Bond Purchase Agreement between the District and the Underwriters in substantially the form on file with the Clerk of the Board together with any additions thereto or changes therein approved by an Authorized Officer,

whose execution thereof shall be conclusive evidence of the approval of any such additions and changes. An Authorized Officer is hereby authorized and directed to execute and deliver the final Bond Purchase Agreement in the name and on behalf of the District; provided that (a) the Underwriters' discount shall not exceed 0.25% of the aggregate principal amount of the Series D Bonds, and (b) the true interest cost of the Series D Bonds shall not exceed 6.00% per annum.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the California Education Code, the Board has determined to sell the Series D Bonds at a negotiated sale for the following reasons: (i) a negotiated sale will permit the District to select the Underwriters, who are familiar with the financial condition and operations of the District and the requirements of its overall financing plan, and (ii) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market.

**Section 6. Professional Services; Financing Costs.** Keygent LLC has previously been engaged as financial advisor to the District in connection with the Measure X Bonds, and Jones Hall, A Professional Law Corporation, has previously been engaged as bond counsel and disclosure counsel to the District in connection with the Measure X Bonds, which engagements are hereby confirmed. The estimated costs of issuance associated with the bond sale are set forth in Exhibit A hereto and are incorporated herein by this reference. At the option of the District, a portion of the proceeds of the Series D Bonds may be deposited with a fiscal agent or custodian selected by the District, as provided in Section 15146(h) of the Education Code, in order to facilitate the payment of the costs of issuing the Series D Bonds. An Authorized Representative is authorized to enter into an agreement with such fiscal agent or custodian to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriters are obligated to pay certain financing costs and an Authorized Representative is hereby authorized to review and consent to a schedule of such costs and to enter into any agreement which such Authorized Representative deems desirable to implement the payment of such costs. Following the issuance of the Series D Bonds, the District shall submit an itemized summary of the costs of the sale of the Series D Bonds to the California Debt and Investment Advisory Commission and shall present actual cost information for the sale at the next regular scheduled meeting of the Board.

**Section 7. Official Statement.** The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the Preliminary Official Statement describing the Series D Bonds in the form on file with the Clerk of the Board. An Authorized Officer is hereby individually authorized, at the request of the Underwriters, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of the Rule. Distribution of the Preliminary Official Statement by the Underwriters is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriters.

**Section 8. Building Fund.** The District hereby requests the Auditor-Controller/Treasurer-Tax Collector of the County of Fresno (the "County Treasurer") to establish, hold and maintain a fund to be known as the "Fresno USD Building Fund,

Election of 2016, Series D" (the "Building Fund"), which the County Treasurer shall maintain as a separate account, distinct from all other funds of the County and the District. Upon the issuance of the Series D Bonds, a portion of the proceeds of sale thereof shall be transferred to the County Treasurer to be credited to the Building Fund. Amounts on deposit in the Building Fund shall be expended by the District solely for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, for which the Series D Bond proceeds are authorized to be expended under Measure X. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof.

**Section 9. Security for the Series D Bonds.** The Series D Bonds shall be general obligations of the District which are payable from the levy of *ad valorem* taxes upon all property within the District which is subject to taxation by the District, without limitation as to rate or amount (except for certain personal property which is taxable at limited rates). In accordance with Section 15250 of the Education Code, the District hereby requests the County of Fresno (the "County") to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually in an amount sufficient for the District to pay the principal of and interest on the Series D Bonds when due, which moneys when collected shall be placed in the Debt Service Fund as set forth in Section 10.

No part of any fund or account of the County is pledged or obligated to the payment of the Series D Bonds. The principal of and interest on Series D Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

**Section 10. Establishment of Debt Service Fund.** The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno USD General Obligation Bond Debt Service Fund, Election of 2016, Series D" (the "Debt Service Fund"), to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as requested by the District herein, for the payment of the principal of and interest on the Series D Bonds shall be deposited in the Debt Service Fund by the County Treasurer promptly upon apportionment of said levy. The District hereby irrevocably pledges the Debt Service Fund for the District's payment of the principal of and interest on the Series D Bonds when and as the same become due.

The District hereby authorizes the application of amounts in the funds of the District to reimburse the County Treasurer for all costs and expenses incurred by it in performing the services provided in this Resolution and in the Paying Agent Agreement.

**Section 11. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate in the final form attached to the Official Statement for the Series D Bonds, which shall be executed by an Authorized Officer and delivered on the date of issuance of the Series D Bonds. Notwithstanding any other provision of this Resolution, failure of the District to comply materially with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Paying Agent Agreement or

the Series D Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series D Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

**Section 12. Limited Duties of County; Indemnification.** Notwithstanding anything in this Resolution to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Series D Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its Board of Supervisors, officers, agents and employees) and (b) the District further agrees to indemnify, defend and save the County (including its Board of Supervisors, officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith, and the District shall also reimburse the County (including its Board of Supervisors, officers, agents and employees) for any legal or other costs and expenses incurred in connection with investigating or defending any such liabilities or claims which are not due to its negligence or bad faith.

**Section 13. Execution of Documents.** Each Authorized Officer, the Board President, the Chief Operations Officer, the Clerk of the Board and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series D Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer if such officer is absent or unavailable.

**Section 14. Effective Date of Resolution.** This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 19<sup>th</sup> day of May, 2021, by the following vote:


AYES: 7

NOES: 0

ABSTAIN: 0

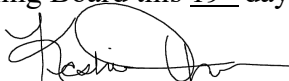
ABSENT: 0

I, Valerie F. Davis, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

  
\_\_\_\_\_  
President of the Board of Education  
Fresno Unified School District

I, Kesha Thomas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 19<sup>th</sup> day of May, 2021, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 19<sup>th</sup> day of May, 2021.

  
\_\_\_\_\_  
Clerk of the Board of Education  
Fresno Unified School District



## **APPENDIX A**

### **REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1\***

1. True Interest Cost of the Series D Bonds (Estimated All-In): 2.04%
2. Finance charge of the Series D Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$233,450
3. Proceeds of the Series D Bonds expected to be received by the District, net of the proceeds of the Series D Bonds (if any) to be paid for Costs of Issuance in (2) above, capitalized interest and reserves (Estimated): \$45,000,000.
4. Total Payment Amount for the Series D Bonds, being the sum of all debt service to be paid on the Series D Bonds to final maturity (Estimated): \$55,297,140.

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*\*All amounts and percentages are estimates, and are made in good faith by the District based on interest rates provided by the Underwriters. Actual results are subject to market fluctuations.*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM B-29**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Adopt**

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

**TITLE AND SUBJECT:** Adopt Resolution 20-13, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2020 (Measure M), Series A, in the Aggregate Principal Amount of Not to Exceed \$80,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith

**ITEM DESCRIPTION:** Resolution 20-13, included in the Board binders, provides for the issuance and sale of Measure M General Obligation Bonds, Series A, in the aggregate principal amount of not to exceed \$80 million, and authorizes execution and delivery of related documents and actions. The bonds will be issued under Bond Law to provide funding for school facility improvements for which they are authorized under Measure M for projects prioritized by the Board (shown below), over the next approximately 18 months.

School/Site	Project	Est. Total Cost (\$millions)	Anticipated Board Award Recomm.
Duncan	CTE Bldg – Health Sci & Medical Tech	12.6	June 2021
Addams	Early Learning Bldg & Office/Entry Relocation	13.9	Sept. 2021
Hoover	Library/Student Union Expansion/Renovation	6	Oct. 2021
Tehipite	E-Sports Center	1.5	Jan. 2022
Ventura/10 <sup>th</sup>	Alternative Education/eLearn/CTE Campus	60	Jan. 2022
Ventura/10 <sup>th</sup>	Office Space Renovations – Buildings A & B	5	Jan. 2022
Yosemite	Classroom Modernization	5.2	Jan. 2022
Edison	CTE Bldg – Arch & Eng, Health Sci, Info & Comm	17.5	April 2022
Sunnyside	CTE Bldg – Health Sci & Medical Tech	8	April 2022
Ericson	Reconstructed Multi-Purpose Room	5.8	May 2022
Del Mar	Reconstructed Multi-Purpose Room	6	June 2022
Various	Deferred Maintenance & Small Capital Projects	10	Various
Columbia	Reg Classroom Bldg, Site/Security Improvmnts.	12	In construction

The estimated cost of the projects totals more than \$80 million because the Measure M Series A bonds are planned to fund project costs through early Fall 2022, and some projects will continue past that time. Future bond issuances will be recommended to continue project funding.

Project implementation is pending Board approval and subject to change based on programs, priorities, and funding availability. Cost estimates are based on information currently available and depend on final project scope and pricing at time of bid. Resolution 20-13 approves the Preliminary Official Statement, Bond Purchase Agreement, and Paying Agent Agreement (available for review in the Board office). The bonds will be entirely current interest bonds, at an estimated interest rate of 2.86%.

FINANCIAL SUMMARY: Funding source is Measure M, approved by the voter electorate in March 2020.

PREPARED BY: Karin Temple,  
Chief Operating Officer

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

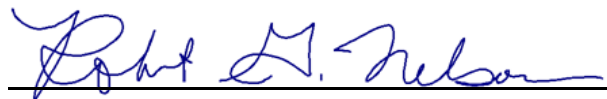
CABINET APPROVAL: Karin Temple,  
Chief Operating Officer

SUPERINTENDENT APPROVAL:

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# **Facility Improvement Program**

**Resolution 20-12: Issue Measure X Bonds (\$45 million)**

**Resolution 20-13: Issue Measure M Bonds (\$80 million)**

**May 19, 2021**



# Resolution 20-12: Issue Measure X Bonds (\$45 million)

- Approved in November 2016 by 67% of the voters, \$225 million
- Previous Measure X issuances
  - May 2018, \$60 million
  - August 2019, \$75 million
  - September 2020, \$45 million
- This will be the final issuance of Measure X bonds
  - 100% current interest bonds
  - Interest rate estimated at 2.04% based on current information
  - Debt service to principal ratio estimated at 1.2 to 1
- Bond rating from Moody's affirmed at Aa3, with stable outlook

# Identified Measure X Projects

School	Project	Est. Total Cost (\$millions)	Targeted Recomm. to Board
Major Projects Underway	CTE Facilities at Fresno, Hoover & McLane; Jackson Cafeteria Reconstruction; Cafeteria HVAC at Centennial, Scandinavian & Wishon; Ventura & 10 <sup>th</sup> Building C & D improvements	Completion of projects	In construction
Hoover	Event Center HVAC and Roofing	1.6	May 2021
Bullard	Baseball & Softball Facility Improvements	4.3	June 2021
Edison	Baseball & Softball Facility Improvements	2.4	June 2021
Sunnyside	Baseball & Softball Facility Improvements	1.5	June 2021
Dailey	Multi-Purpose Room HVAC & Electrical Upgrade	1.1	Sept. 2021
Del Mar	Multi-Purpose Room Reconstruction - design	0.7	June 2022
Roosevelt	Library, West Hall, Theater Renovation - design	1.7	Jan. 2023
Various	Deferred Maintenance & Small Capital Projects	10	Various





# Resolution 20-13:

## Issue Measure M Bonds (\$80 million)

- Approved in March 2020 by 60% of the voters, \$325 million
- Board identified projects to be funded
- This will be the first issuance of Measure M bonds
  - ▣ 100% current interest bonds
  - ▣ Interest rate estimated at 2.86% based on current information
  - ▣ Debt service to principal ratio estimated at 1.6 to 1
- Bond rating from Moody's affirmed at Aa3, with stable outlook

# Identified Measure M Projects

School	Project	Est. Total Cost (\$millions)	Targeted Recomm. to Board
Columbia	Classroom Building, Site/Security Improvements	12	In construction
Duncan	CTE Bldg – Health Sci & Medical Tech	12.6	June 2021
Addams	Early Learning Bldg & Office/Entry Relocation	13.9	Sept. 2021
Hoover	Library/Student Union Expansion/Renovation	6	Oct. 2021
Tehipite	E-Sports Center	1.5	Jan. 2022
Ventura/10 <sup>th</sup>	Alternative Education/eLearn/CTE Campus	60	Jan. 2022
Ventura/10 <sup>th</sup>	Office Space Renovations – Buildings A & B	5	Jan. 2022
Yosemite	Classroom Modernization	5.2	Jan. 2022
Edison	CTE Bldg – Arch & Eng, Health Sci, Info & Comm	17.5	April 2022
Sunnyside	CTE Bldg – Health Sciences	8	April 2022
Ericson	Reconstructed Multi-Purpose Room	6	May 2022
Del Mar	Reconstructed Multi-Purpose Room	6	June 2022
Various	Deferred Maintenance & Small Capital Projects	10	Various

# Recommendation

Adopt resolutions authorizing the issuance and sale of general obligation bonds and authorizing the execution and delivery of documents and actions in connection therewith

- ❖ Resolution 20-12: Measure X, \$45 million
- ❖ Resolution 20-13: Measure M, \$80 million

Adoption of resolutions approves draft Preliminary Official Statement, Bond Purchase Agreement, and Paying Agent Agreement  
(available for review in the Board office)

**FRESNO UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 20-13**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO  
UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND  
SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2020,  
SERIES A, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO  
EXCEED \$80,000,000 AND AUTHORIZING THE EXECUTION AND  
DELIVERY OF DOCUMENTS AND ACTIONS IN CONNECTION  
THEREWITH**

**WHEREAS**, a bond election was duly and regularly held in the Fresno Unified School District (the "District") on March 3, 2020, under the procedures specified in Proposition 39 (Article XIII A Section 1 paragraph (b) of the California Constitution) for the purpose of submitting Measure M ("Measure M") to the qualified electors of the District authorizing the issuance of general obligation bonds of the District in the aggregate principal amount of \$325,000,000 (the "Measure M Bonds"), and 55% or more of the votes cast at said election were in favor of the issuance of the Measure M Bonds; and

**WHEREAS**, the Board of Education of the District (the "Board") is authorized to provide for the issuance and sale of any series of the Measure M Bonds on behalf of the District under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

**WHEREAS**, the Board wishes at this time to initiate proceedings for the issuance of an initial series of Measure M Bonds under the Bond Law (the "Series A Bonds") as provided in this Resolution, for the purpose of providing financing for projects authorized under Measure M; and

**WHEREAS**, the District's application for a waiver of the statutory bonding capacity limitation (the "Waiver") has been granted by the State Board of Education at its meeting on November 5, 2020 as confirmed by an official disposition letter dated December 23, 2020, and issuance of the Series A Bonds will be in compliance with said Waiver; and

**WHEREAS**, the District has previously requested the County to levy, and the County has levied, a property tax on the 2020-21 property tax rolls which collections will be available to commence amortization of the Series A Bonds; and

**WHEREAS**, pursuant to Government Code Section 5852.1 certain information relating to the Series A Bonds is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public; and

**WHEREAS**, the Board has previously approved a Debt Issuance and Management Policy which complies with Government Code Section 8855, and the issuance of the Series A Bonds will be in compliance with said policy;

**NOW, THEREFORE**, the Board of Education of the Fresno Unified School District hereby finds, determines, declares and resolves as follows:

**Section 1. Bond Authorization.** The Board hereby authorizes the issuance of an initial series of Measure M Bonds in the aggregate principal amount of not to exceed \$80,000,000. The Series A Bonds shall be issued under the Bond Law for the purpose of raising money to finance educational projects for which the Measure M Bonds have been authorized under Measure M. The Series A Bonds shall be designated the "Fresno Unified School District (Fresno County, California) General Obligation Bonds, Election of 2020, Series A".

**Section 2. Paying Agent Agreement.** The Series A Bonds shall be issued upon the terms and conditions set forth in the Paying Agent Agreement between the District and U.S. Bank National Association, as paying agent (the "Paying Agent"), in substantially the form on file with the Clerk of the Board together with any changes therein or modifications thereof which are approved by the Superintendent, the Chief Financial Officer or the Chief Operations Officer (each, an "Authorized Officer"), whose execution thereof shall be conclusive evidence of the approval of any such changes or modifications. An Authorized Officer is directed to execute the final form of the Paying Agent Agreement in the name and on behalf of the District. All of the provisions of the Paying Agent Agreement relating to the terms of the Series A Bonds are hereby incorporated into this Resolution by reference. In the event of any conflict between the provisions of the Paying Agent Agreement and the provisions of this Resolution, said provisions of the Paying Agent Agreement shall be controlling.

**Section 3. Material Provisions of Series A Bonds.** The Series A Bonds shall be issued entirely in the form of current interest bonds. Interest on the Series A Bonds shall be payable by the District on February 1 and August 1 in each year, commencing August 1, 2021, and principal of the Series A Bonds shall be payable by the District on August 1 in any year. The Series A Bonds shall be subject to redemption in accordance with the redemption provisions set forth in the final form of the Paying Agent Agreement. The Series A Bonds may be issued in whole or in part as term bonds which are subject to mandatory sinking fund redemption on August 1 in any year, in lieu of having a principal maturity in such year. The Series A Bonds shall have a term of not to exceed 40 years from the date of issuance (subject to the provisions of Section 4).

**Section 4. Finding Regarding Useful Life.** The Board hereby authorizes the issuance of a portion of the Series A Bonds in the form of current interest bonds which have a maturity greater than 30 years but not greater than 40 years pursuant to Government Code Section 53508.6, but only if the useful life of the facilities which are financed with the proceeds of Series A Bonds having a maturity greater than 30 years equals or exceeds the maturity date of such Series A Bonds. A representative of the District who is familiar with the projects to be financed with the proceeds of the Series A Bonds is authorized to make such determination and to execute a certificate to such effect in the event any of the Series A Bonds have a maturity greater than 30 years.

**Section 5. Negotiated Sale of Series A Bonds.** The Board hereby authorizes the negotiated sale of the Series A Bonds to Stifel, Nicolaus & Company, Incorporated, on behalf of itself and Piper Sandler & Co., as underwriters (collectively, the "Underwriters"), pursuant to Section 53508.7 of the Bond Law. The Series A Bonds shall be sold to the Underwriters pursuant to the Bond Purchase Agreement between the District and the Underwriters in substantially the form on file with the Clerk of the Board together with any additions thereto or changes therein approved by an Authorized Officer, whose execution thereof shall be conclusive evidence of the approval of any such additions and changes.

An Authorized Officer is hereby authorized and directed to execute and deliver the final Bond Purchase Agreement in the name and on behalf of the District; provided that (a) the Underwriters' discount shall not exceed 0.25% of the aggregate principal amount of the Series A Bonds, and (b) the true interest cost of the Series A Bonds shall not exceed 6.00% per annum.

In accordance with Section 53508.7 of the Bond Law and Section 15146 of the California Education Code, the Board has determined to sell the Series A Bonds at a negotiated sale for the following reasons: (i) a negotiated sale will permit the District to select the Underwriters, who are familiar with the financial condition and operations of the District and the requirements of its overall financing plan, and (ii) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market.

**Section 6. Professional Services; Financing Costs.** Keygent LLC has previously been engaged as financial advisor to the District in connection with the Measure M Bonds, and Jones Hall, A Professional Law Corporation, has previously been engaged as bond counsel and disclosure counsel to the District in connection with the Measure M Bonds, which engagements are hereby confirmed. The estimated costs of issuance associated with the bond sale are set forth in Exhibit A hereto and are incorporated herein by this reference. At the option of the District, a portion of the proceeds of the Series A Bonds may be deposited with a fiscal agent or custodian selected by the District, as provided in Section 15146(h) of the Education Code, in order to facilitate the payment of the costs of issuing the Series A Bonds. An Authorized Representative is authorized to enter into an agreement with such fiscal agent or custodian to facilitate such payment. In addition, the Bond Purchase Agreement may provide that the Underwriters are obligated to pay certain financing costs and an Authorized Representative is hereby authorized to review and consent to a schedule of such costs and to enter into any agreement which such Authorized Representative deems desirable to implement the payment of such costs. Following the issuance of the Series A Bonds, the District shall submit an itemized summary of the costs of the sale of the Series A Bonds to the California Debt and Investment Advisory Commission and shall present actual cost information for the sale at the next regular scheduled meeting of the Board.

**Section 7. Official Statement.** The Board hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the Preliminary Official Statement describing the Series A Bonds in the form on file with the Clerk of the Board. An Authorized Officer is hereby individually authorized, at the request of the Underwriters, to execute an appropriate certificate affirming the Board's determination that the Preliminary Official Statement has been deemed final within the meaning of the Rule. Distribution of the Preliminary Official Statement by the Underwriters is hereby approved. An Authorized Officer is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by an Authorized Officer shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriters.

**Section 8. Building Fund.** The District hereby requests the Auditor-Controller/Treasurer-Tax Collector of the County of Fresno (the "County Treasurer") to establish, hold and maintain a fund to be known as the "Fresno USD Building Fund, Election of 2020, Series A" (the "Building Fund"), which the County Treasurer shall



maintain as a separate account, distinct from all other funds of the County and the District. Upon the issuance of the Series A Bonds, a portion of the proceeds of sale thereof shall be transferred to the County Treasurer to be credited to the Building Fund. Amounts on deposit in the Building Fund shall be expended by the District solely for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, for which the Series A Bond proceeds are authorized to be expended under Measure M. All interest and other gain arising from the investment of amounts deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof.

**Section 9. Security for the Series A Bonds.** The Series A Bonds shall be general obligations of the District which are payable from the levy of *ad valorem* taxes upon all property within the District which is subject to taxation by the District, without limitation as to rate or amount (except for certain personal property which is taxable at limited rates). In accordance with Section 15250 of the Education Code, the District hereby requests the County of Fresno (the "County") to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually in an amount sufficient for the District to pay the principal of and interest on the Series A Bonds when due, which moneys when collected shall be placed in the Debt Service Fund as set forth in Section 10.

No part of any fund or account of the County is pledged or obligated to the payment of the Series A Bonds. The principal of and interest on Series A Bonds do not constitute a debt (or a pledge of the full faith and credit) of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof shall be liable thereon.

**Section 10. Establishment of Debt Service Fund.** The District hereby requests the County Treasurer to establish, hold and maintain a fund to be known as the "Fresno USD General Obligation Bond Debt Service Fund, Election of 2020, Series A" (the "Debt Service Fund"), to be maintained by the County Treasurer as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, as requested by the District herein, and as previously requested by the District pursuant to a resolution anticipating the issuance of the Series A Bonds, for the payment of the principal of and interest on the Series A Bonds shall be deposited in the Debt Service Fund by the County Treasurer promptly upon apportionment of said levy. The District hereby irrevocably pledges the Debt Service Fund for the District's payment of the principal of and interest on the Series A Bonds when and as the same become due.

The District hereby authorizes the application of amounts in the funds of the District to reimburse the County Treasurer for all costs and expenses incurred by it in performing the services provided in this Resolution and in the Paying Agent Agreement.

**Section 11. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate in the final form attached to the Official Statement for the Series A Bonds, which shall be executed by an Authorized Officer and delivered on the date of issuance of the Series A Bonds. Notwithstanding any other provision of this Resolution, failure of the District to comply materially with the Continuing Disclosure Certificate shall not be considered a default by the District hereunder or under the Paying Agent Agreement or

the Series A Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series A Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

**Section 12. Limited Duties of County; Indemnification.** Notwithstanding anything in this Resolution to the contrary, (a) the County (including its Board of Supervisors, officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default by the District with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its Board of Supervisors, officers, agents and employees) and (b) the District further agrees to indemnify, defend and save the County (including its Board of Supervisors, officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith, and the District shall also reimburse the County (including its Board of Supervisors, officers, agents and employees) for any legal or other costs and expenses incurred in connection with investigating or defending any such liabilities or claims which are not due to its negligence or bad faith.

**Section 13. Execution of Documents.** Each Authorized Officer, the Board President, the Chief Operations Officer, the Clerk of the Board and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series A Bonds. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer if such officer is absent or unavailable.

**Section 14. Effective Date of Resolution.** This Resolution shall take effect from and after the date of its passage and adoption.

\* \* \* \* \*

The foregoing Resolution was adopted at a meeting of the Board of Education of the Fresno Unified School District this 19<sup>th</sup> day of May, 2021, by the following vote:

AYES: 7

NOES: 0

ABSTAIN: 0

ABSENT: 0

I, Valerie F. Davis, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.



\_\_\_\_\_  
President of the Board of Education  
Fresno Unified School District

I, Kesha Thomas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 19<sup>th</sup> of May, 2021, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 19<sup>th</sup> day of May, 2021.



\_\_\_\_\_  
Clerk of the Board of Education  
Fresno Unified School District

## **APPENDIX A**

### **REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1\***

1. True Interest Cost of the Series A Bonds (Estimated All-In): 2.86%
2. Finance charge of the Series A Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$347,800.
3. Proceeds of the Series A Bonds expected to be received by the District, net of the proceeds of the Series A Bonds (if any) to be paid for Costs of Issuance in (2) above, capitalized interest and reserves (Estimated): \$80,000,000.
4. Total Payment Amount for the Series A Bonds, being the sum of all debt service to be paid on the Series A Bonds to final maturity (Estimated): \$131,323,908.

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*\*All amounts and percentages are estimates, and are made in good faith by the District based on interest rates provided by the Underwriters. Actual results are subject to market fluctuations.*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2020

**AGENDA ITEM B-30**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Discuss and Adopt**

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

**TITLE AND SUBJECT: Discuss and Adopt Expanded Learning Opportunities Grant**

**ITEM DESCRIPTION:** Included in the Board binders for discussion and adoption is Fresno Unified School District's Plan for the Expanded Learning Opportunities Grant. Senate Bill 86, the Safe Schools for All Bill, was intended to facilitate a safe and phased in approach to reopening schools for in-person instruction this year. As part of that bill, Fresno Unified will receive one-time funds totaling \$54.9 million that must be expended by August 2022. Receipt of the funds requires the creation of a written plan, which must be adopted by the Board before June 01, 2021.

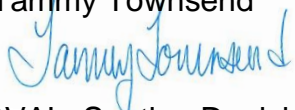
The template for the plan includes sections describing how parents, teachers, and school staff were involved in the development of the plan, how students will be identified and assessed, and a description of how parents, guardians, and students will be informed of opportunities for supplemental instruction and support. Possible uses for funding include the following:

- Extending instructional learning time beyond the adopted academic calendar of instructional minutes, for summer or out-of-school time for instructional learning
- Tutoring or other one-on-one or small group instruction
- Learning recovery programs
- Educator training in accelerated learning, learning gap strategies, and trauma-informed and social-emotional practices
- Integrated pupil supports, including health, youth-development, counseling, and mental health services
- Community learning hubs for pupil access to technology and other academic supports
- Supports for credit-deficient high school pupils, and to improve pupil college eligibility
- Additional academic services, including diagnostic assessments

Elements of the plan have been discussed as part of the district's 2021/22 Strategic Budget Development process.

**FINANCIAL SUMMARY:** Noted in the support material.

**PREPARED BY:** Tammy Townsend  
Executive Officer



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

**CABINET APPROVAL:** Santino Danisi  
Chief Financial Officer



**SUPERINTENDENT APPROVAL:**



# **Agenda Item B-30**



## **Senate Bill 86 – Expanded Learning Opportunities Grant**

Board of Education  
May 19, 2021





# Overview

- Purpose & Requirements
- Grant Timeline
- Stakeholder Input & Engagement
- Proposed Investments
- Questions & Answers



# Expanded Learning Opportunities Grant: Purpose & Requirements

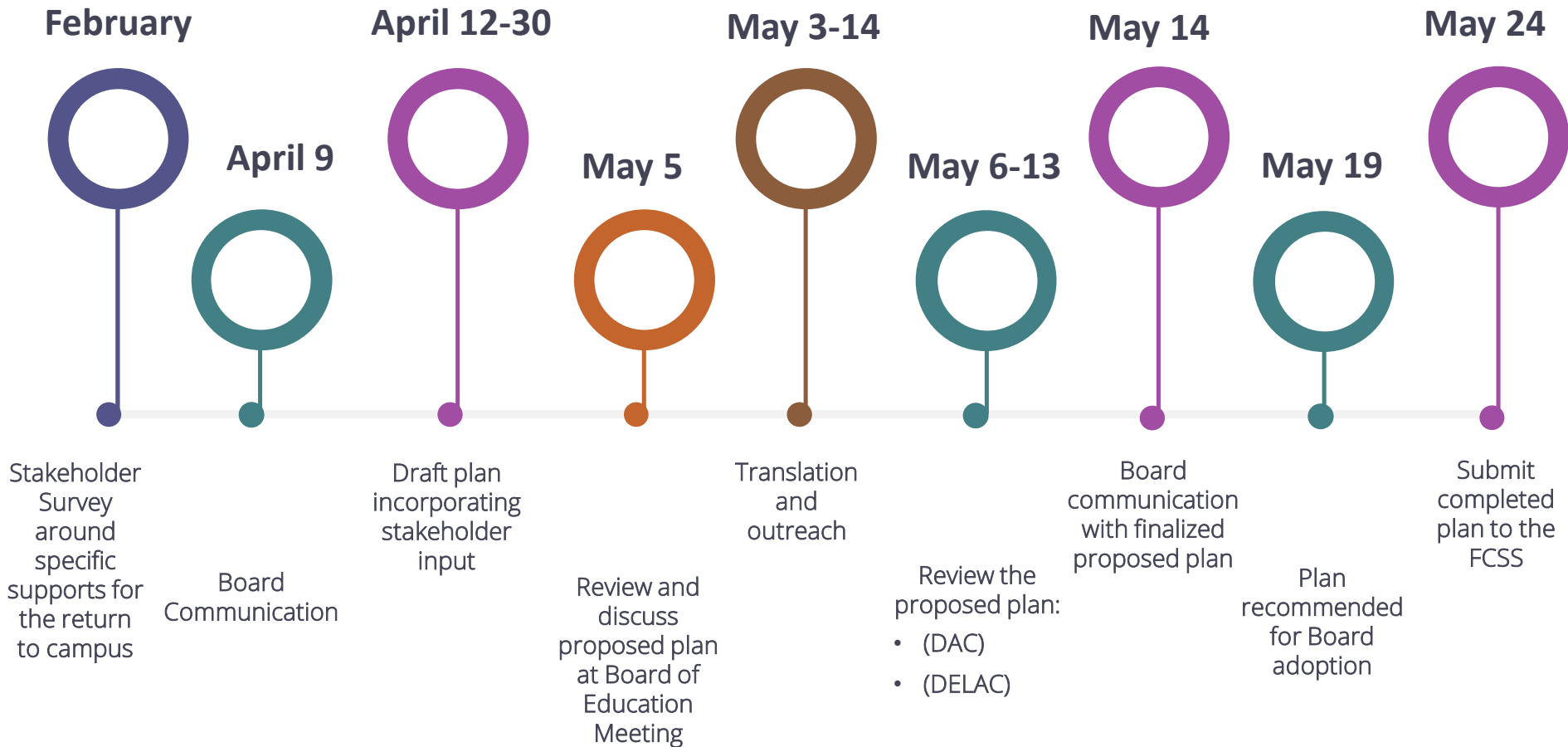
- Fresno Unified School District's projected allocation – \$54.9 million of one-time funds
  - Requirements:
    - Must be expended by August 2022
    - Requires a written plan adopted by the Board on or before June 01, 2021
    - 85% must be used to support in-person instruction
    - 10% of 85% to support paraprofessionals



# Expanded Learning Opportunities Grant: Purpose & Requirements

- Possible uses for funding include:
  - ▣ Extending instructional learning time
  - ▣ Tutoring, one-on-one or small group instruction
  - ▣ Learning recovery programs
  - ▣ Educator training in accelerated learning, learning gap strategies, and trauma-informed and social-emotional practices
  - ▣ Student supports, including health, youth-development, counseling and mental health services
  - ▣ Community learning hubs for student access to technology and other academic supports
  - ▣ Supports for credit-deficient high school students, and to improve student college eligibility
  - ▣ Additional academic services, including diagnostic assessments

# Grant Timeline





# Stakeholder Input



Given that students have been distance learning for some time, what unique needs do you feel that students will have when they return to campus?

## **20% of recommendations focus on improving academics (793 responses)**

- Give students time to adjust (184 responses)
- Focus on getting students caught up (130 responses)

## **17% of recommendations focus on supporting student's mental health (685 responses)**

- General social emotional supports (507 responses)
- Help with anxiety (34 responses)



# 2021 /22 One-time Resource Planning

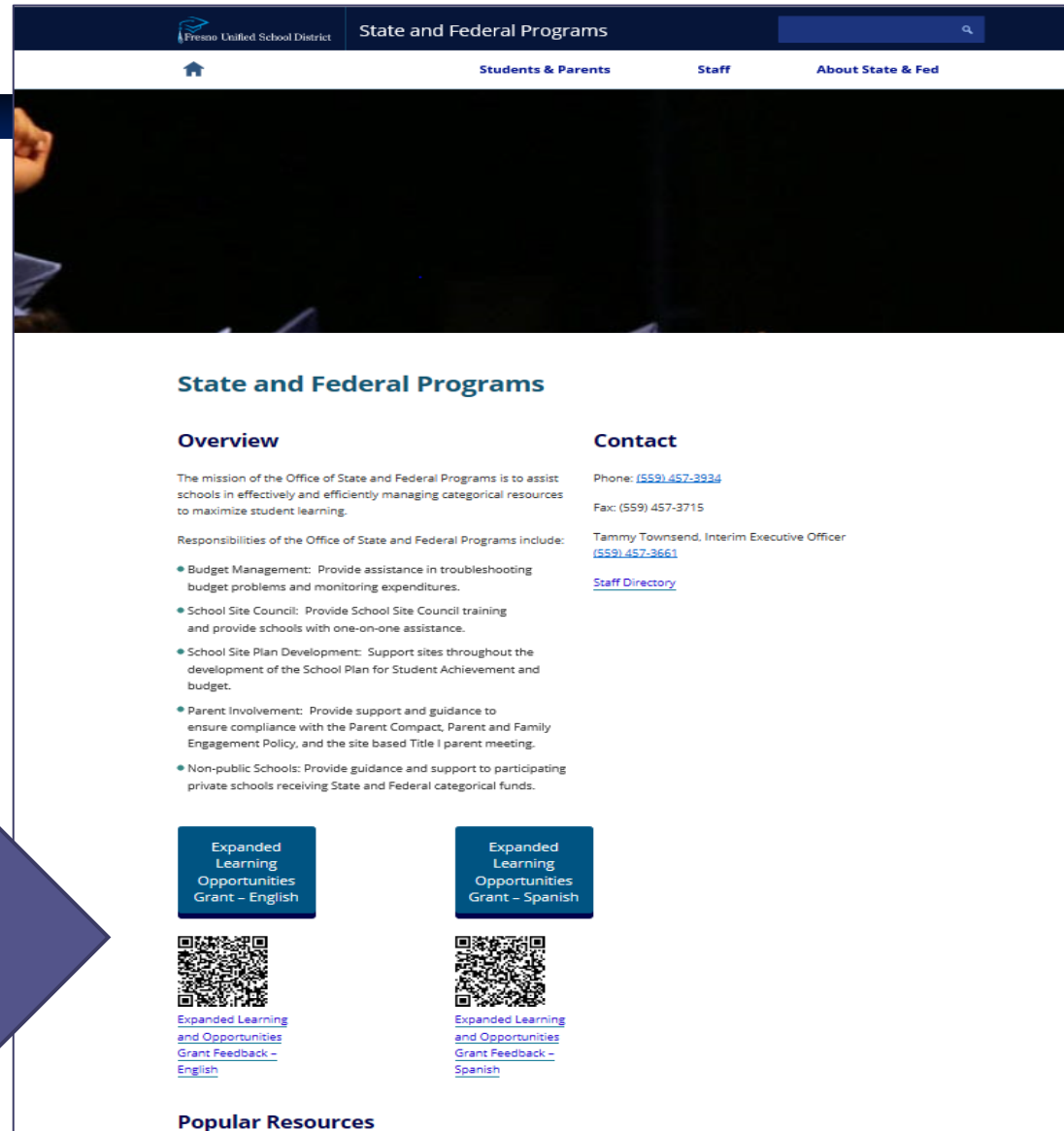
● Collective Bargaining Required  
■ Proposed funding from ELO Grant

Category	Item Description	Amount (in millions)	FTE
Expanded Learning Opportunities	Additional Instructional Time (All grade levels) ●	Up to \$12.1	-
	Expanded Summer & Winter Learning (including Alternative & Special Education)	\$9.3	-
	Expanded After School Programs	\$7.1	89.0
	Middle School & High School Enrichment Opportunities	\$3.8	-
Targeted Student Supports	Math & Literacy Class Size Supports ●	\$7.3	80.0
	Credit Recovery	\$2.1	22.5
	School Site Support (to be planned through the SPSA)	\$2.0	-
	Student Group Support (African American, English Learners, Early Learners)	\$3.3	1.0
Training & Resource Supports	Two Day Voluntary Professional Learning Summit	\$1.5	-
	Curriculum & Instruction Supports	\$3.0	-
	Teacher Development Supports	\$3.8	2.0
	3 Additional Planning & Student Engagement Days ●	\$9.6	-
	Library Services (Student books)	\$1.3	-
Health, Social-Emotional & Mental Health Supports	Health Services Support	\$1.8	-
	Social-Emotional / Mental Health Supports	\$1.6	16.0
Facility & Technology Enhancements	Classroom Ventilation Upgrades	\$12.0	-
	Classroom Telecom Upgrades	\$1.5	-
	Student Desk Replacements	\$3.0	-
TOTAL		\$86.1	210.5



# Availability of the Plan

Plan available in  
English, Spanish  
and Hmong on the  
District's Website



**Fresno Unified School District** State and Federal Programs

[Home](#) [Students & Parents](#) [Staff](#) [About State & Fed](#)

## State and Federal Programs

### Overview

The mission of the Office of State and Federal Programs is to assist schools in effectively and efficiently managing categorical resources to maximize student learning.


Responsibilities of the Office of State and Federal Programs include:

- **Budget Management:** Provide assistance in troubleshooting budget problems and monitoring expenditures.
- **School Site Council:** Provide School Site Council training and provide schools with one-on-one assistance.
- **School Site Plan Development:** Support sites throughout the development of the School Plan for Student Achievement and budget.
- **Parent Involvement:** Provide support and guidance to ensure compliance with the Parent Compact, Parent and Family Engagement Policy, and the site based Title I parent meeting.
- **Non-public Schools:** Provide guidance and support to participating private schools receiving State and Federal categorical funds.

### Contact


Phone: [\(559\) 457-3934](tel:(559)457-3934)  
Fax: (559) 457-3715  
Tammy Townsend, Interim Executive Officer  
[\(559\) 457-3661](tel:(559)457-3661)  
[Staff Directory](#)

Expanded Learning Opportunities Grant – English



[Expanded Learning and Opportunities Grant Feedback – English](#)

Expanded Learning Opportunities Grant – Spanish



[Expanded Learning and Opportunities Grant Feedback – Spanish](#)

### Popular Resources



# Recommended Action

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## **Recommended Action**

Adopt Expanded Learning  
Opportunities Grant

## Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Fresno Unified School District	Robert Nelson, Superintendent	<a href="mailto:Bob.Nelson@fresnounified.org">Bob.Nelson@fresnounified.org</a> (559) 457-3882

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

### Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

Fresno Unified School District undertook an extensive outreach effort from November 2020 to February 2021 to better understand the preferences of parents, teachers, staff and students; and how the needs of students were evolving during the pandemic. An element of that outreach was the District's Local Control and Accountability Plan (LCAP) Survey, which had 5,452 participants. The survey, which closed in February of 2021, is a tool used to gather input from students, teachers, parents, community members, and the general public to determine the goals, actions, and budget priorities for the district. In anticipation of funding for learning recovery, the district's LCAP survey specifically asked the question, "Given that students have been distance learning for some time, what unique needs do you feel that students will have when they return to campus?" The district received 4,691 responses to that question. The following is a ranked summary of top themes from this question:

- Allow students time to reconnect with peers and adjust to school
- Instructional day and time preferences
- Supports for students coping with anxiety

- Tutoring, summer school or small group supports
- Technology use
- Build social skills
- Safety precautions, including wearing masks and social distancing
- Target supports for students experiencing learning loss

General Information about the Expanded Learning and Opportunities Grant as well as strategy and timeline were communicated to the Fresno Unified School District Board of Education through a Board Communication on April 09, 2021. Based on feedback received from stakeholders and discussions taking place for the district's Strategic Budget Development Process, planning began on specific investments that are aligned to the stated goals of the grant. On May 05, 2021, a presentation outlining the planned Expanded Learning Opportunities Grant investments and other one-time funded potential investments was discussed with the Board of Education. Initial drafts of the plan were translated in English and Spanish and posted to the district's website. Additional presentations of the plan were held on May 6th with the District Advisory Committee (DAC) and on May 13th with the District English Learner Advisory Committee (DELAC), which created more opportunities for discussion and refinement of the plan. On May 14, 2021, an additional Board Communication was provided to detail the proposed plan, and both the plan along with an opportunity for the public to provide feedback on the district's website was made available. On May 19, 2021, the plan will be presented for approval to the Board of Education and on May 24, 2021 it will be submitted to the Fresno County Superintendent of Schools.

A description of how students will be identified, and the needs of students will be assessed.

Fresno Unified School District uses a holistic approach to educate the whole child. The use of multiple measures such as state and local assessments, grades, surveys, and referrals will allow for the identification of students and the ability to target students' academic and social emotional needs.

**Early Learning**: To target supports for early learning, student needs are being assessed utilizing multiple measures which include the use of teacher data, feedback and recommendations. In addition, the Desired Results Developmental Profile (DRDP) is an assessment instrument designed for teachers to observe, document, and reflect on learning, development and progress of all children. The Ages and Stages Questionnaires (ASQ) provide reliable, accurate developmental and social-emotional screening for children and a referral process is in place (from both internal staff and external partners) to ensure students have the supports needed.

**Expanded Summer School and Saturday School**: Expanded Learning Services for students include intentional interventions for students most in need. These services include extended time, academic supports and high dosage tutoring to support students to attain grade level in literacy and mathematics or in recovering credits needed for graduation. Students that have been identified as below grade-level in reading, mathematics or those that are credit deficient are those that are identified and targeted to receive supports. In addition, special attention is made to target and intentionally include students receiving special education, African American students, homeless and foster youth and students designated as English Learners.

**Expanded After School:** Fresno Unified School District operates two types of after school programs; the After School Education and Safety program (ASES) and the Extended Day Enrichment Program (EDEP). The ASES program is currently available at 58 elementary schools and is funded by the California Department of Education. Capacity has traditionally been determined by grant funding awarded to each school site. In 2019/20, there was a total of 3,770 students on the waitlist for these programs. The 2021/22 goal is to expand the ASES program to reduce the waitlist by 50%. Enrollment into the ASES after school program is administered via a yearly randomized lottery.

The EDEP program currently operates at 9 elementary school sites and the program is paid for by families. In 2019/20 there were 560 students on the waitlist for this program and children are selected on a first come, first serve basis.

**Wellness Hubs and Social Emotional Supports:** To best target additional social emotional supports for students, the planned Wellness Hubs will support students whose needs go beyond the traditional classroom. Students will be selected based on a system of electronic referrals from the school site administrative team. Referrals will be triaged daily to best match the student / family with the appropriate service provider (Child Welfare and Attendance Specialist, Social Worker, Psychologist, Nurse or another community-based provider). The Child Welfare and Attendance Specialists placed at the Wellness hubs and at school sites will support students who are identified through the Targeted Support Team Process. This site-based team utilizes attendance and behavior data to identify students in need of additional supports.

**Alternative Education schools:** Cambridge High School, DeWolf High School, eLearn Academy, JE Young Academic Center, Phoenix Elementary, and Phoenix Secondary are designed to foster student success based on student individual needs. To do this, each school commits to creating a safe environment for learning, embraces social emotional skill sets, while maintaining quality instruction and high expectations. With a “student centric” focus, schools are in alignment with the overarching District mission and vision of creating alternative pathways for students toward graduation as well as College and Career options that produce a culture of lifelong learners. 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. Collaborative leadership monitors student progress through both academic and social-emotional metrics to continually assess the changing needs of students. The commitment to family and community engagement are practiced in a variety of ways from personal outreach to group settings, both in person and virtually, and connecting families with both academic and personal necessities. These additional resources are made possible by the community partnerships established throughout the years.

Fresno Unified School District’s alternative schools have worked to create a collaborative support system among all schools. Staff refers to this as the Principal Accountable Community (PAC) team. The team leverages each other as support while maintaining the culture that is unique to each program. Some examples of this practiced collaborative leadership include bringing together regional buyback days (regional professional development), lead teacher planning and professional development, and site leadership goal setting that is data driven and “student centric.” The needs of students have been impacted by COVID-19 include but are not limited to: credit attainment, attendance support, access to technology and internet, health and wellness, and social-emotional supports (SEL) for students to cope with trauma. Current urgent needs include credit attainment, attendance and health and wellness supports. To meet these needs, staff has prioritized expanded learning time for students. These learning times are opportunities for students to gain

access to “Year-Round” credit attainment which includes Night School, Saturday School, Winter Session, Extended Learning Summer Sessions, Online Courses, and Dual Enrollment courses with community college partner, Fresno City College (FCC).

**Students with Special Needs:** Services for high school students with special needs will be targeted to students who are credit deficient in high school. Students will have the opportunity to participate in fall, winter, spring and summer credit recovery opportunities. Other students (PreK-8th grade Mild/Moderate programs and PreK-Adult Moderate/Severe programs) are identified for an extended school year based on their Individualized Education Plan (IEP). Generally, families are notified during the IEP of services available or informational letters are sent home to parents. Upon notification, applications are filled out by the parent or guardian. School sites also identify students based on other multiple measures including iReady, progress on goals, formative and summative assessments. Tutoring on social skills will be offered to students identified by staff (during the IEP process) for K-3th grade students with Autism.

**Additional Instructional Time and Early Start Bridge Time:** Pending collective bargaining, all students will have the opportunity to receive additional instructional time during the fall 2021 semester. The additional instructional time in K-6 will focus on math and literacy. In addition, all students will start school early (called Bridge Time) to enable students to re-engage and support social emotional connectedness to the school community.

**High School Credit Recovery:** For high school credit recovery strategies, students will be enrolled in high school credit recovery sections before and/or after school, based on deficiencies in their expected progress towards graduation. High School counselors evaluate student transcripts and course completion, as well as utilizing the district’s Student Information System (ATLAS) to monitor and track student progress towards graduation and credit completion in all required areas.

**African American Academic Acceleration:** African American students in K-5th grades are selected to participate in the reading program by being at least 1-2 grade levels below in reading and have a minimum attendance of 90% or better.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

**Early Learning:** Families will be informed of additional services via multiple venues by school site or Early Learning staff. Methods used include, but not limited to flyers, letters, phone calls, virtual and in-person meetings.

**Wellness Hubs and Social Emotional Supports:** A communication plan will launch in late May 2021 and will start with written communication to the site leaders. Staff will follow up with information on the Fresno Unified School District Social Emotional Wellness Page as well as other locations on the district website. Upon referring a student or family to the hub, families will be provided detailed information regarding the referral process and specific services available. With additional Child Welfare and Attendance Specialists, school sites will communicate the support to families as part of the opening of school communications. Parents of identified students will be contacted directly and provided an orientation to better understand the additional support.

**Expanded Summer School and Saturday School:** The Fresno Unified School District uses a variety of methods and strategies to inform students and families of expanded learning opportunities. These methods include broad messaging from the district to students



and households. Individual school sites also support the identification and enrollment of students into expanded learning opportunities through phone calls and student conferences.

**Expanded After School:** Families will be notified of the new opportunities via information on the district's website, peachjar, emails and other methods of communication.

**Alternative Education schools:** All families go through the Educational Resource Center (ERC) to assess the student's individual needs and establish the best education setting for them. Students are also assessed by the individual Alternative Education site so that the school can create a strategy that best meet the needs of each student. School sites continue communication with families, students and staff throughout the year.

The Educational Resource Center (ERC) will review, monitor, analyze, and communicate trends, anomalies, and possible concerns informed by data for the service and support of our students, families, and schools across the district. In addition, the ERC will consult and collaborate with site leaders to support change management and student transitions. ERC will work in tandem with departments such as, but not limited to Special Education, the Department of Prevention and Intervention, English language Services, Equity and Access, Early Learning, Information Technology, Fiscal Services, and College and Career Readiness on specialized circumstances for the support of students. Teams will provide weekly data reviews and communicate information in support of student success and provide professional learning to staff as needed.

School sites will conduct data collection and analysis regarding all students transitioning to and from Alternative Education sites (Phoenix Secondary, Phoenix Elementary, Cambridge HS, DeWolff HS, and J.E. Young) as well as transition support to students and their home school. Alternative Education Consultation services and support for Counselors, VPs and Principals as well as meeting with families to better understand the various educational options and resources.

**Students with Special Needs:** Families of high school students with special needs are contacted by the site counselor and case manager on dates, times, and enrollment of credit recovery and summer school options that are specific to the needs of each student. Students in Pk-8 grade Mild/Moderate programs and Pk-Adult Moderate/Severe programs are identified for extended school and families are notified during the IEP (Individualized Education Plan) meeting of services available. Once notified, parents or guardians complete applications and additional information is sent to parents. Academic tutoring will be offered beyond the school day and schools utilize multiple ways to contact families (phone, email, letter, etc). Schools, in partnership with Special Education staff will work together to identify students in need of tutoring outside of the school day. Once identified, schools will utilize multiple methods to connect and communicate with families including but not limited to phone, email, or letters.

**Additional Instructional Time and Early Start Bridge Time:** Pending approval through the collective bargaining process, families and students will be informed of the early start of the school year and the additional time for the school day following communication to school site leaders and teachers. Fresno Unified School district will use a variety of forums for this communication throughout the summer and towards the final weeks of this 4th quarter. Communication will consist of media, newsletter, social media outlets, school messenger, site communication to homes and teacher outreach to students and families enrolled in their class.

**High School Credit Recovery:** Students in need of credit recovery will be automatically enrolled in the credit recovery course period, as part of their full course schedule for the 21-22 school year. Schedules are communicated to parents at the start of each school year

by school sites and are available to be viewed in the ATLAS student and parent portals. Credit recovery sections, offering and enrollments may be updated each semester based on student course completion and credit needs. Student schedules and/or schedule changes will be communicated to students and families through multiple means that may include start of school schedule distribution, counselor conferences, phone calls, School Messengers and email. Student schedules are viewable to students and parents in the ATLAS parent and student portals, at any time, for the active school year and any changes to schedules/teachers/class periods are reflected in the portals within 24 hours.

**African American Academic Acceleration:** African American Academic Acceleration has dedicated staff to call families and register students by phone. The program is promoted through school sites, social media, and community partners. School sites can refer students and parent information sessions are provided to communicate more detailed program information for families unfamiliar with the program.

A description of the LEA's plan to provide supplemental instruction and support.

**Early Learning:** Fresno Unified School District will add one Project Manager and one Child Welfare and Attendance Specialist to support the expansion of services for early learners. One area of improvement will be creating an easier, streamlined, and online enrollment system for families. This type of automated process will provide clarity around enrollment to better align early learning services for students and families with other district departments. The district will add an additional summer program for incoming TK and Kindergarten students, for a total of ten summer programs. Three will be in partnership with A4 (African American Academic Acceleration), and seven will be at each of the high school regions.

Additional funding will be made available to expand the facilitation of community-focused play and learn groups in the homes of families, friends, and caregivers. Mid-Level Developmental Assessments will address developmental concerns, not only within the district, but also within the community for children aged 0-5. This will be in partnership with the Special Education and Health Services departments. Individual learning kits will be purchased for all children enrolled in the early learning centers, preschool, TK and Kindergarten classes. Classroom aides will move from tablets to computers to better support student learning. Professional learning will be provided to teachers and paraprofessionals and will be centered around social emotional learning and trauma-informed care as students come back to in-person learning.

**Wellness Hubs and Social Emotional Supports:** Fresno Unified School District will hire 12 Child Welfare and Attendance Specialists (CWA's) and four Clinical Social Workers to better support the mental health of students. Ten CWA's will be placed at school sites and at two will be located at the district's new Student Wellness Hubs, which are specialized locations designed to support the physical and mental health of students. These Hubs will be a partnership between Special education, Health Services, and the Department of Prevention and Intervention. The goal of the Wellness Hubs will be to provide crisis management and supplemental services districtwide.

**Expanded Summer School and Saturday School:** Fresno Unified School District will invest in a significant expansion of summer and winter programs for students. These programs are offered outside of the traditional school year and school day. To coordinate the expansion, a Principal on Special Assignment (1.0 FTE) will be added to the Extended learning team to specifically focus on unfinished

student learning. Traditionally summer school includes two sessions, but due to the number of students failing classes in the 2020/21 school year (an impact of the pandemic), a third session will be offered. The goal is to ensure that high school students are on track to graduate on time and meeting UC/CSU A-G college entrance requirements. In addition, both virtual and in-person summer enrichment camps will be offered to all students during the summer of 2021. Funds will be budgeted to support Library technicians and enable the district to keep school libraries open during the summer. During winter of the 2020/21 school year, the district explored offering a winter session program to assist high school students in danger of failing classes or who were in need of credit recovery. In total, about 1600 students were able to regain college credits at this time. Based on the success of that program, winter session will be offered during the 2021/22 school year to students in elementary, middle and high school.

**Expanded After School:** There are currently 58 elementary schools in FUSD that operate the grant-funded After School Education and Safety (ASES) program funded by the California Department of Education (CDE). Program capacity has been based on the grant amount awarded to each site. In 2019/20, there was a total of 3,770 students who were on a waitlist for the ASES program. The Expanded Learning Grant will assist the district in addressing the waitlist by adding staff and funding with the goal of reducing the waitlist by 50%.

Currently nine school sites offer an Extended Day Enrichment Program (EDEP). These nine schools have not been eligible for the ASES grant so the funding for this program comes from fees paid by families. For the 2020/21 school year, Fresno Unified will pay for the program and no fees will be paid by families.

**Alternative Education schools:** Fresno Unified School District will further support alternative education schools, including Cambridge High School, DeWolf High School, eLearn Academy, JE Young Academic Center, Phoenix Elementary, and Phoenix Secondary, by investing in additional summer and winter programs for students.

**Students with Special Needs:** Fresno Unified will seek to improve learning for students with special needs by investing in additional summer and winter learning programs thus utilizing breaks to accelerate learning. This includes an additional week in the summer to extend the school year. Tutoring will be provided beyond the school day to support students. Digital assessments will support timely and accurate assessments for students.

**Additional Instructional Time and Early Start Bridge Time:** For the first semester of 2020/21, all students will receive an additional 30 minutes of instruction daily, with a focus on math and literacy. This applies to both designated elementary schools, non-designated elementary schools, middle and high schools. In high schools, the additional 30 minutes is divided equally between class periods, while in elementary and middle school the minutes will be provided in form of a 30-minute block. For the second semester of 2020/21 school year, elementary, middle and high school teachers have the option to continue to provide an additional 30 minutes of instruction each day for targeted student supports. The 30 extra minutes will be critical for mitigating learning loss identified by the state of California as a focus for the use of these onetime funds.

In addition, Fresno Unified has built into the school year Bridge Time prior to the traditional first day of school to allow all students the opportunity to engage with their teacher and peers on re-engaging back to school, social emotional connectedness, inventorying critical instructional technology tools and materials and providing feedback to school sites on readiness needs.

**High School Credit Recovery:** Funding will be made available to support 22.5 FTE to teach a period of credit recovery before and after school. These are not new teachers but is intended to pay existing high school teachers for extra periods of credit recovery before or after school.

**African American Academic Acceleration:** Fresno Unified School District will hire one Project Manager and relaunch and improve a middle school reading program through the African American Academic Acceleration Program (A4). The district will capitalize on documented improvements for elementary students by seeking similar outcomes for middle school students.

## Expenditure Plan

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

Supplemental Instruction and Support Strategies	Planned Expenditures	Actual Expenditures
Extending instructional learning time	\$38.3 Million	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	<i>Strategies outlined in the category of increased instructional time are intended to accelerate student progress to close learning gaps.</i>	[Actual expenditures will be provided when available]
Integrated student supports to address other barriers to learning	\$1.6 Million	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports		[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	\$2.1 Million	[Actual expenditures will be provided when available]
Additional academic services for students	\$3.3 Million	[Actual expenditures will be provided when available]
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	\$9.6 Million	[Actual expenditures will be provided when available]
Total Funds to implement the Strategies	\$54.9 Million	[Actual expenditures will be provided when available]

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

In total, Fresno Unified School District will invest approximately \$86.1 million in additional one-time resources for the 2020/21 school year. In total, the strategy outlined in the Expanded Learning Opportunities Grant will compliment with several other new investments funded from other federal Elementary and Secondary School Emergency Relief funds. Additional planned investments include:

- Additional middle and high school enrichment opportunities
- Math and literacy class size supports
- Additional one-time funds provided to school sites (to be planned through the SPSA)
- Two-day voluntary professional learning summit
- Curriculum and instruction support
- Teacher development supports
- Library services (student books)
- Health services support
- Classroom ventilation upgrades
- Classroom telecom upgrades
- Student desk replacements

# Expanded Learning Opportunities Grant Plan Instructions: Introduction

The Expanded Learning Opportunities Grant Plan must be completed by school districts, county offices of education, or charter schools, collectively referred to as Local Educational Agencies (LEAs), that receive Expanded Learning Opportunities (ELO) Grant funds under California *Education Code (EC)* Section 43521(b). The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before June 1, 2021, and must be submitted to the county office of education, the California Department of Education, or the chartering authority within five days of adoption, as applicable. The plan must be updated to include the actual expenditures by December 1, 2022.

*For technical assistance related to the completion of the Expanded Learning Opportunities Grant Plan, please contact [ELOGrants@cde.ca.gov](mailto:ELOGrants@cde.ca.gov).*

## Instructions: Plan Requirements

An LEA receiving ELO Grant funds under *EC* Section 43521(b) is required to implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, students who are included in one or more of the following groups:

- low-income,
- English learners,
- foster youth,
- homeless students,
- students with disabilities,
- students at risk of abuse, neglect, or exploitation,
- disengaged students, and
- students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For purposes of this requirement

- “Supplemental instruction” means the instructional programs provided in addition to and complementary to the LEAs regular instructional programs, including services provided in accordance with an individualized education program (IEP).
- “Support” means interventions provided as a supplement to those regularly provided by the LEA, including services provided in accordance with an IEP, that are designed to meet students’ needs for behavioral, social, emotional, and other integrated student supports, in order to enable students to engage in, and benefit from, the supplemental instruction being provided.



- “Students at risk of abuse, neglect, or exploitation” means students who are identified as being at risk of abuse, neglect, or exploitation in a written referral from a legal, medical, or social service agency, or emergency shelter.

*EC* Section 43522(b) identifies the seven supplemental instruction and support strategies listed below as the strategies that may be supported with ELO Grant funds and requires the LEA to use the funding only for any of these purposes. LEAs are not required to implement each supplemental instruction and support strategy; rather LEAs are to work collaboratively with their community partners to identify the supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the design and implementation of the supplemental instruction and support strategies being provided (*EC* Section 43522[h]).

The seven supplemental instruction and support strategies are:

1. Extending instructional learning time in addition to what is required for the school year by increasing the number of instructional days or minutes provided during the school year, providing summer school or intersessional instructional programs, or taking any other action that increases the amount of instructional time or services provided to students based on their learning needs.
2. Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports including, but not limited to, any of the following:
  - a. Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
  - b. Learning recovery programs and materials designed to accelerate student academic proficiency or English language proficiency, or both.
  - c. Educator training, for both certificated and classified staff, in accelerated learning strategies and effectively addressing learning gaps, including training in facilitating quality and engaging learning opportunities for all students.
3. Integrated student supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.
4. Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports.
5. Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students’ college eligibility.
6. Additional academic services for students, such as diagnostic, progress monitoring, and benchmark assessments of student learning.
7. Training for school staff on strategies, including trauma-informed practices, to engage students and families in addressing students’ social-emotional health needs and academic needs.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable IEP.

### **Fiscal Requirements**

The following fiscal requirements are requirements of the ELO grant, but they are not addressed in this plan. Adherence to these requirements will be monitored through the annual audit process.

- The LEA must use at least 85 percent (85%) of its apportionment for expenditures related to providing in-person services in any of the seven purposes described above.
- The LEA must use at least 10 percent (10%) of the funding that is received based on LCFF entitlement to hire paraprofessionals to provide supplemental instruction and support through the duration of this program, with a priority for full-time paraprofessionals. The supplemental instruction and support provided by the paraprofessionals must be prioritized for English learners and students with disabilities. Funds expended to hire paraprofessionals count towards the LEAs requirement to spend at least 85% of its apportionment to provide in-person services.
- An LEA may use up to 15 percent (15%) of its apportionment to increase or improve services for students participating in distance learning or to support activities intended to prepare the LEA for in-person instruction, before in-person instructional services are offered.

## **Instructions: Plan Descriptions**

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA's local community.

### **A description of how parents, teachers, and school staff were involved in the development of the plan**

Describe the process used by the LEA to involve, at a minimum, parents, teachers, and school staff in the development of the Expanded Learning Opportunities Grant Plan, including how the LEA and its community identified the seven supplemental instruction and support strategies that will be implemented. LEAs are encouraged to engage with community partners, expanded learning programs, and existing behavioral health partnerships in the design of the plan.

### **A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.**

Describe the LEA's plan for informing the parents and guardians of students identified as needing supplemental instruction and support of the availability of these opportunities, including an explanation of how the LEA will provide this information in the parents' and guardians' primary languages, as applicable.

**A description of how students will be identified, and the needs of students will be assessed**

Describe the LEA's plan for identifying students in need of academic, social-emotional, and other integrated student supports, including the LEA's plan for assessing the needs of those students on a regular basis. The LEA's plan for assessing the academic needs of its students may include the use of diagnostic and formative assessments.

As noted above in the Plan Requirements, "other integrated student supports" are any supports intended to address barriers to learning, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address student trauma and social-emotional learning, or referrals for support for family or student needs.

**A description of the LEA's plan to provide supplemental instruction and support**

Describe the LEA's plan for how it will provide supplemental instruction and support to identified students in the seven strategy areas defined in the Plan Requirements section. As a reminder, the LEA is not required to implement each of the seven strategies; rather the LEA will to work collaboratively with its community to identify the strategies that will be implemented. The plan must include a description of how supplemental instruction and support will be provided in a tiered framework that bases universal, targeted, and intensive supports on students' needs for academic, social-emotional, and other integrated student supports. The plan must also include a description of how the services will be provided through a program of engaging learning experiences in a positive school climate.

As a reminder, *EC* Section 43522(g) requires that all services delivered to students with disabilities be delivered in accordance with an applicable individualized education program. Additionally, LEAs are encouraged to collaborate with community partners and expanded learning programs, and to leverage existing behavioral health partnerships and Medi-Cal billing options in the implementation of, this plan (*EC* Section 43522[h]).

**Instructions: Expenditure Plan**

The 'Supplemental Instruction and Support Strategies' column of the Expenditure Plan data entry table lists the seven supplemental instruction and support strategies that may be supported with ELO Grant funds.

Complete the Expenditure Plan data entry table as follows:

In the 'Planned Expenditures' column of the data entry table, specify the amount of ELO Grant funds being budgeted to support each supplemental instruction and support strategies being implemented by the LEA and the total of all ELO Grant funds being budgeted.

The plan must be updated to include the actual expenditures by December 1, 2022. In the 'Actual Expenditures' column of the data entry table the LEA will report the amount of ELO Grant funds that the LEA actually expended in support of the strategies that it implemented, as well as the total ELO Grant funds expended.

**A description of how these funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA**

Describe how the LEA is coordinating its ELO Grant funds with funds received from the federal Elementary and Secondary School Emergency Relief (ESSER) Fund provided through the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (Public Law 116-260), also known as ESSER II, to maximize support for students and staff.

California Department of Education  
March 2021

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM B-31**

**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 State's May Revised Budget Proposal**

**ITEM DESCRIPTION:** Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2021/22 by Friday, May 14, 2021. On May 19, 2021, staff will present the updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District.

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

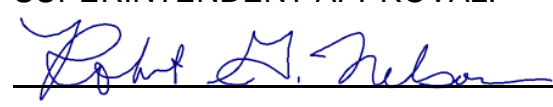
**PREPARED BY:** Kim Kelstrom  
Executive Officer

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

**CABINET APPROVAL:** Santino Danisi  
Chief Financial Officer

**SUPERINTENDENT APPROVAL:**

  
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## **Agenda Item B-31**

# **2021/22 Governor's May Revise**

Board of Education  
May 19, 2021

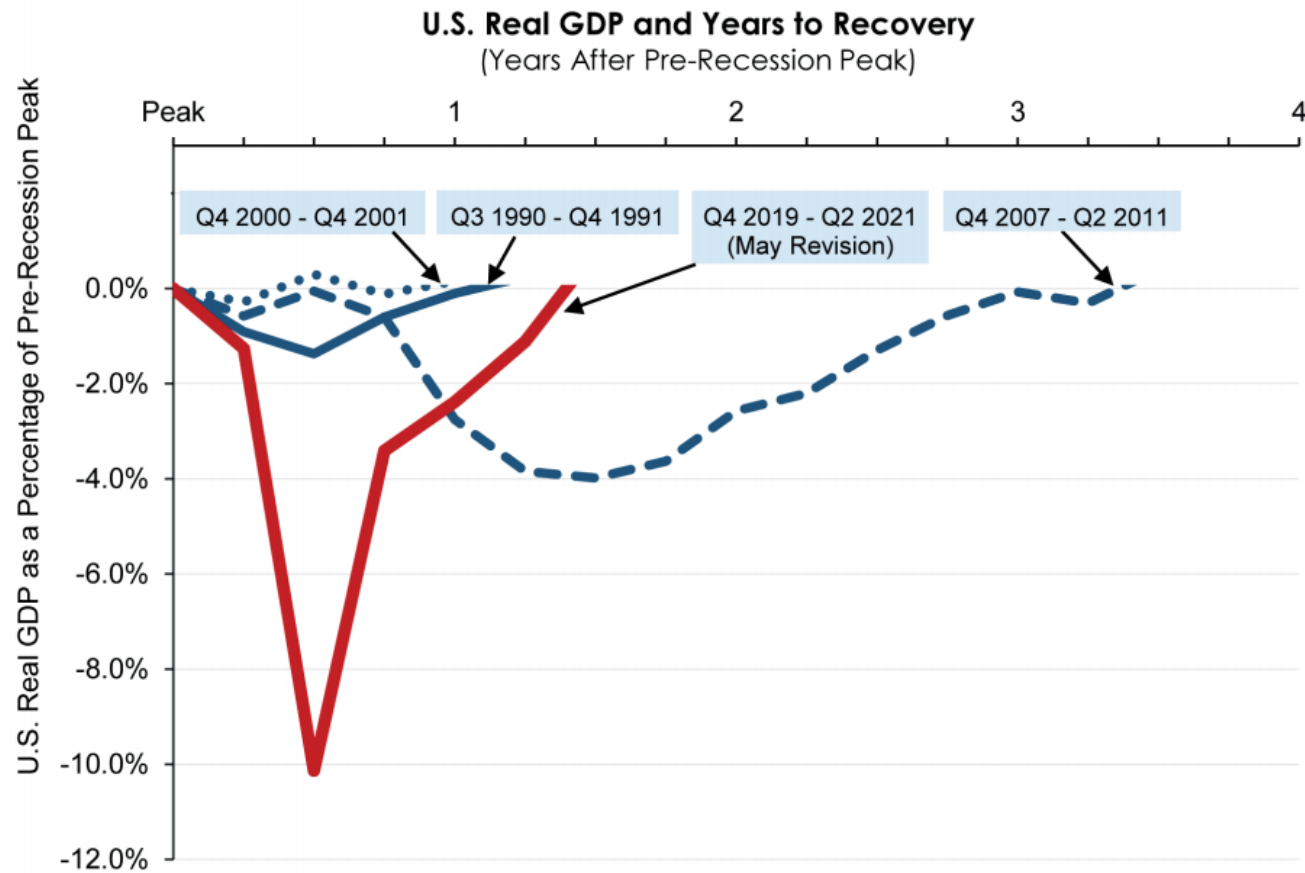




# Outline

- National Economic Overview
- State Economic Overview
- State Revenue Forecast
- May Revise Updates
- Strategic Budget Development
- Upcoming Budget Discussions

# National Economic Overview – Gross Domestic Product Growth



Lines start from the quarter of each pre-recession peak.

Source: U.S. Bureau of Economic Analysis; CA Department of Finance, May Revision Forecast.



# State Economic Overview

- California's economy – “California is turning the corner on its most challenging year in recent history”
- Unemployment Rates as of March 2021
  - ▣ National – 6.0%
  - ▣ State – 8.3%
  - ▣ Fresno County – 8.7%



# State Revenue Forecast

## Long-term

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Average Year-Over-Year Growth
Personal Income Tax	\$99.6	\$124.2	\$123.3	\$128.5	\$131.2	\$133.6	6.4%
Sales and Use Tax	\$25.5	\$27.9	\$29.0	\$29.1	\$29.8	\$30.5	3.7%
Corporation Tax	\$14.0	\$20.1	\$18.1	\$17.4	\$16.8	\$17.2	5.9%
Total	<b>\$139.1</b>	<b>\$172.2</b>	<b>\$170.4</b>	<b>\$175.0</b>	<b>\$177.8</b>	<b>\$181.3</b>	5.8%
Growth	-0.3%	23.8%	-1.1%	2.7%	1.6%	2.0%	

Note: Numbers may not add due to rounding.

Source: California Department of Finance, May Revision Forecast

# 6 Updating State Budget Impacts – January Proposal to May Revise

## Governor's January Proposed Budget

LCFF COLA 3.84% – \$25.6 million

SPED COLA 1.5% – \$0.6 million

STRS Rate 15.92% – (\$0.9) million

Health/Welfare – \$4.3 million  
(\$669 increase per active)

Unemployment Rate 0.05% –  
no change

Cash Deferrals – \$3.7 billion

## Governor's May Revise

LCFF COLA 5.07% – \$35.0 million

SPED COLA 4.05% – \$1.8 million

STRS Rate 16.92% – \$3.0 million

Health/Welfare – \$5.9 million  
(\$906 increase per active)

Unemployment Rate 1.23% –  
\$6.2 million

Cash Deferrals – \$2.6 billion

## Net Change

\$9.4 million

\$1.2 million

**Total Revenue Changes \$10.6 million**

\$3.9 million

\$1.6 million

\$6.2 million

**Total Expense Changes \$11.7 million**



# Updating State Budget Impacts – January Proposal to May Revise

## Workforce Preparation, Retention & Training Resources

### Governor's January Proposed Budget

Teacher Residency – \$100 million

Golden State Teacher Grants – \$100 million

Classified Credentialing Program – \$25 million

Educator Effectiveness – \$250 million

**All amounts included on this  
slide are one-time resources**

### Governor's May Revise

\$550 million over *five years*

\$500 million over *five years*

\$125 million over *five years*

\$1.5 billion over *three years*

Workforce Prep - \$101 million up to  
*three years*

National Board-Certified Incentives -  
\$250 million over *five years*

Classified Employee Summer Assistance -  
\$60 million





# May Revise Updates

- Re-opening Schools Support – \$2 billion *one-time*
- Intervention & Tutoring Support – \$2.6 billion *one-time*
- Community Schools – \$3 billion over several years, up from \$265 million
- Nutrition Services
  - \$150 million to encourage federal meal participation
  - \$130 million *one-time* for infrastructure upgrades, staff training and farm-to-school
- LCFF Concentration Increase – \$1.1 billion (*funding at 65% of base rate instead of current 50%*)
- Expanded Learning Time – \$1.0 billion, growing to \$5.0 billion by 2025/26
- Universal Transitional Kindergarten by 2024/25
  - \$250 million one-time in 2021/22 for planning and implementation grants
  - \$900 million in 2022/23 growing to \$2.7 billion in 2024/25 for expansion
  - \$380 million in 2022/23 growing to \$740 million in 2024/25 to reduce adult to student ratios at this grade level
- Public School Stabilization Account fully funded with proposed deposit of \$4.6 billion
  - School District Reserve Cap triggers in 2022/23 of 10%

# Projected Employer Pension Increases

The logo for CALSTRS, featuring the text "CALSTRS" in a red, serif font with a registered trademark symbol.

- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- **2021/22 – 16.92%**
- **2022/23 – 18.00%**
- **2023/24 – 18.00%**

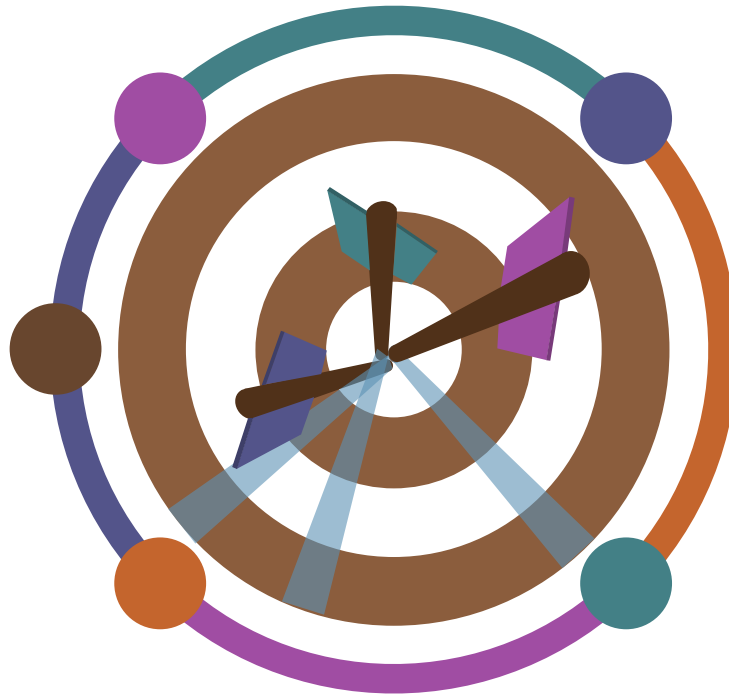
The logo for CalPERS, featuring a stylized black triangle with white lines radiating from its base, followed by the text "CalPERS" in a black, serif font.

- 2013/14 – 11.442%
- 2014/15 – 11.771%
- 2015/16 – 11.847%
- 2016/17 – 13.888%
- 2017/18 – 15.531%
- 2018/19 – 18.062%
- 2019/20 – 19.721%
- 2020/21 – 20.700%
- **2021/22 – 23.00%\***
- **2022/23 – 26.300%\***
- **2023/24 – 27.300%\***

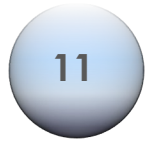
*\*Estimated rates provided by CalPERS*

## Guiding Strategic Budget Development Principles

- Extensive Student Programs
- Competitive Employee Compensation
- Prudent Fiscal Responsibility



- Addressing Unfinished Learning
- Response to impacts of pandemic



# Upcoming Budget Discussions

- Public Hearing – LCAP and Budget
  - ▣ June 02, 2021
- Adoption – LCAP and Budget
  - ▣ June 16, 2021

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 20~~19~~ 21

**AGENDA ITEM C-32**

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive the California School Employees Association - Chapter 125 Initial Proposal to Fresno Unified School District for the 2021-2024 Successor Agreement

ITEM DESCRIPTION: Included in the Board binders is the California School Employees Association, Chapter 125 2021-2024 initial proposal to the Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen  
Administrator Labor Relations

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

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

Paul Idsvoog

SUPERINTENDENT APPROVAL:

Robert M. Nelson

## **INITIAL PROPOSAL**

of the California School Employees Association (CSEA) and its Fresno Chapter #125  
to the Fresno Unified School District (District)  
for the 2021-2024 Successor Contract Negotiations

March 10, 2021

### **ARTICLE 3: COMPLETION OF MEET AND NEGOTIATIONS**

CSEA seeks to update the reopener language to reflect the new term.

### **ARTICLE 8: EMPLOYEE RIGHTS**

CSEA seeks to update the language to reflect changes pursuant to AB 1353 (Wicks)

### **ARTICLE 9: FRINGE BENEFITS**

CSEA desires to remain status quo.

### **ARTICLE 17: PROFESSIONAL GROWTH**

CSEA seeks to clarify the increment plan and increase the amount provided for growth awards.

### **ARTICLE 19: PROMOTION**

CSEA seeks to modify the length of time required for permanency in promotional positions.

### **ARTICLE 23: SALARY**

CSEA seeks a fair and equitable salary increase for the 2021-2022 year, to provide stipends for higher education and to update the language to be in compliance with minimum wage on January 1, 2022.

### **ARTICLE 26: TERM**

CSEA seeks to update the term of the contract to July 1, 2021 to June 30, 2024.

### **ARTICLE 30: PROFESSIONAL DEVELOPMENT AND TRAINING (New Article)**

CSEA seeks to incorporate a classified professional development day and time off to attend professional development outside of the District.

All other provisions of the collective bargaining agreement in force to June 30, 2021 shall remain in full force and effect.

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



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 20~~19~~ 21

**AGENDA ITEM C-33**

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Initial Proposal to California School Employees Association and its Fresno Chapter #125 for the 2021-2024 Successor Agreement

ITEM DESCRIPTION: Included in the Board binders is the Fresno Unified School District 2021-2024 initial proposal to California School Employees Association, Chapter 125. In accordance with Government Code 3547, all initial proposals of the public school employers shall be presented at a public meeting of the public school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen  
Administrator Labor Relations

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

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

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert M. Nelson

**INITIAL PROPOSAL OF THE  
FRESNO UNIFIED SCHOOL DISTRICT TO  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 125 WHITE COLLAR UNIT  
SUCCESSOR CONTRACT PROPOSAL (JULY 1, 2021 – JUNE 30, 2024)**

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

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

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

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

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

**Supporting Goals and Priorities**

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

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

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

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

**District Initial Proposal:**

**Article 12 – Hours & Overtime**

The District is interested in modifying this Article to extend hours for certain classified positions that would be impacted should the District increase the instructional time with students based on one-time funding sources to support learning loss mitigation. The District is also interested in automatically reducing hours of the same impacted classified positions when student instructional time is reduced.

**Article 14 – Leave Provisions**

The District is interested in modifying this Article to authorize supervisors to request verification of death prior to use of bereavement leave. The District is also interested in updating the current call-in process for sick leave.

**New Article – Expedited Hiring Procedures for Hard-to-Fill Positions**

The District is interested in negotiating an expedited process for hiring and filling hard-to-fill classified vacancies.

**Economic Articles (Salary and Fringe Benefits)**

The District is interested in:

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

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

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

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 20~~19~~ 21

**AGENDA ITEM C-34**

**AGENDA SECTION: C**

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

**ACTION REQUESTED: Receive**

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

**TITLE AND SUBJECT:** Receive the California School Employees Association - Chapter 143 Initial Proposal to Fresno Unified School District for the 2021-2024 Successor Agreement

**ITEM DESCRIPTION:** Included in the Board binders is the California School Employees Association, Chapter 143 2021-2024 initial proposal to the Fresno Unified School District. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be public record.

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

**PREPARED BY:** Brian Christensen  
Administrator Labor Relations

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

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

**SUPERINTENDENT APPROVAL:**

Paul Idsvoog

Robert L. Nelson

## INITIAL PROPOSAL

of the California School Employees Association (CSEA) and its Fresno Chapter #143  
to the Fresno Unified School District (District)  
for the 2021-2024 Successor Contract Negotiations

March 15, 2021

### **ARTICLE 1—AGREEMENT**

CSEA seeks to update the term of the agreement.

### **ARTICLE 3—COMPLETION OF MEET AND NEGOTIATIONS**

CSEA seeks to update the reopener dates for the agreement to reflect the new term.

### **ARTICLE 8—EMPLOYEE RIGHTS**

CSEA seeks to update the language for probationary periods pursuant to AB 1353 (Wicks).

### **ARTICLE 9: FRINGE BENEFITS**

CSEA seeks to maintain the status quo.

### **ARTICLE 14—LEAVE PROVISIONS**

CSEA seeks to add language regarding employee notice of return to work.

### **ARTICLE 19—PROMOTION**

CSEA seeks to amend the promotional probationary period to be in line with the changes in the law.

### **ARTICLE 20—RECLASSIFICATION**

CSEA seeks to amend language in this section to provide additional compensation for employees working out of classification.

### **ARTICLE 23 – SALARY**

CSEA seeks a fair and equitable salary schedule increase, a one-time payment and to address minimum wage impacts for January 1, 2022.

### **ARTICLE 26—TERM**

CSEA seeks to update the term of the agreement from July 1, 2021 through June 30, 2024.

### **ARTICLE 29—STAFFING (New Article)**

CSEA seeks to add additional staff for satellite sites with higher meal counts.

All other provisions of the collective bargaining agreement in force to June 30, 2021 shall remain in full force and effect.

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



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 20~~19~~ 21

**AGENDA ITEM C-35**

AGENDA SECTION: C

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

ACTION REQUESTED: Receive

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

TITLE AND SUBJECT: Receive the Fresno Unified School District Initial Proposal to California School Employees Association and its Fresno Chapter #143 for the 2021-2024 Successor Agreement

ITEM DESCRIPTION: Included in the Board binders is the Fresno Unified School District 2021-2024 initial proposal to California School Employees Association, Chapter 143. In accordance with Government Code 3547, all initial proposals of the public-school employers shall be presented at a public meeting of the public school employer, and thereafter shall be public record.

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

PREPARED BY: Brian Christensen  
Administrator Labor Relations

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

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

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert L. Nelson

**INITIAL PROPOSAL OF THE  
FRESNO UNIFIED SCHOOL DISTRICT TO  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
CHAPTER 143 FOOD SERVICE UNIT  
SUCCESSOR CONTRACT PROPOSAL (JULY 1, 2021 – JUNE 30, 2024)**

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

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

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

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

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

**Supporting Goals and Priorities**

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

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

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

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

**District Initial Proposal:**

**Article 12 – Hours & Overtime**

The District is interested in modifying this Article to extend hours for certain classified positions that would be impacted should the District increase the instructional time with students based on one-time funding sources to support learning loss mitigation. The District is also interested in automatically reducing hours of the same impacted classified positions when student instructional time is reduced.

**Article 14 – Leave Provisions**

The District is interested in modifying this Article to authorize supervisors to request verification of death prior to use of bereavement leave. The District is also interested in updating the current call-in process for sick leave.

**New Article – Expedited Hiring Procedures for Hard-to-Fill Positions**

The District is interested in negotiating an expedited process for hiring and filling hard-to-fill classified vacancies.

**Economic Articles (Salary and Fringe Benefits)**

The District is interested in:

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

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

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

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM C-36**

**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 Third Quarterly Investment Report for Fiscal Year 2020/21

**ITEM DESCRIPTION:** Included below is the third quarterly investment report for the period ending March 31, 2021. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of March 31, 2021, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	\$ 471,501,631
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Investment with Trustees	\$ 362,492,888*
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\*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies that the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

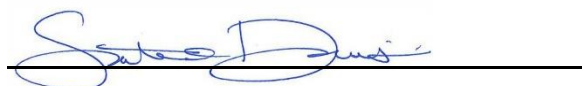
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Kim Kelstrom  
Executive Officer

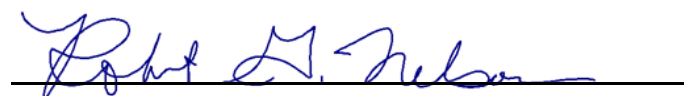


**DIVISION:** Administrative Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Santino Danisi  
Chief Financial Officer



**SUPERINTENDENT APPROVAL:**



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM C-37**

**AGENDA SECTION: C**

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

**ACTION REQUESTED: Receive**

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

**TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies**

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

- BP 1220.1 Student Advisory Board (NEW)\*
- BP 1312.3 Uniform Complaint Procedures
- BP 3555 Nutrition Program Compliance
- BP 6159 Individualized Education Program
- BP 6159.2 Nonpublic, Nonsectarian School and Agency Services for Special Education
- BP 6174 Education for English Learners
- BP 6175 Migrant Education Program

Six of these revisions meet the legal mandates recommended by the California School Boards Association (CSBA), with one exception as noted by the asterisk. The items will be brought back for approval at a future Board meeting.

Revision recommendations are color coded as follows:

**Yellow highlight** - CSBA recommended language policy

**Peach font** – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

**Green font** – Legally mandated/reference changes

**Teal header** – \*New Policy, non-CSBA proposed

**Blue font** – Clarification or readability changes

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

**Green font** – CDE required change

**Purple font** - Information change

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

**PREPARED BY:** Teresa Plascencia, Executive Director

**DIVISION:** Constituent Services

**PHONE NUMBER:** (559) 457-3736

**CABINET APPROVAL:** Name, Title

  
\_\_\_\_\_

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

## Fresno Unified Board Policy (BP) 1220.1 Student Advisory Board (SAB)

The Governing Board recognizes that student advisory committees enable both students and educators to better understand the beliefs, attitudes and opinions held by school and school community members.

*(cf. 1220 – Citizen Advisory Committees)*

In order to enhance communication between the Governing Board and the student body and to engage students in the district's educational programs and operations, the Board encourages the involvement of high school students in district governance.

*(cf. 9150 – Student Board Members)*

The Board shall be provided with an annual update on the status of Student Advisory Board, its annual meeting schedule, and Board Member invitations for participation. The Office of the Campus Culture Manager is the responsible office for finalization of the Student Advisory Board, preparation of the annual meeting schedule, collection of meeting minutes and Board Reports, and the central location for information in this regard.

### Selection of Student Advisory Board Members

Student Advisory Board members shall represent a cross section of students from throughout the district as selected by each high school site. With Board approval, the Superintendent or designee may appoint committee members.

Student Advisory Board shall elect Student Board Members annually at the second meeting of the Student Advisory Board. (Education Code 35012)

*(cf. 9150 – Student Board Members)*

A democratic process of nomination and popular vote shall be utilized to elect the Student Board Members from the Advisory Board.

### Role and Responsibilities of Student Board Members

The term of a student Board member shall be one year, commencing the first Student Advisory Board meeting in September. (Education Code 35012)

The Student Advisory Board shall review Board Meeting Agendas and be provided an opportunity for questions and answers from Board Members and staff present at the meeting, and for items to be pulled by elected Student Board Members at subsequent Board Meetings.

Each school site will have the opportunity to host at least one Student Advisory Board meeting annually. School Board Members will be invited to attend all Student Advisory Board meetings, however, due to the Brown Act, the Board President will manage the hierarchy of those who may attend (maximum 3).

The Student Advisory Board will have access to staff and Board Members to provide advisory input on matters directly related to student learning and experience. Student Advisory Board members represent not only themselves and their schools, they also reflect the ideas and the experiences gained from middle and elementary school. The Board recognizes the importance of authentic student voice and students as key stakeholders in their education.

Inclusion of the Student Advisory Board at the onset of decision-making processes maximizes Board and Constituent communication, adds value and increases student agency, demonstrates the importance of and District commitment to student voice, and builds student leadership capacity. Where appropriate, the Student Advisory to student voice, and builds student leadership capacity. Where appropriate, the Student Advisory Board shall have advance notice of key decisions affecting student learning, student environment, and the student experience.

A student Board member are not vicariously liable for injuries caused by the act or omission of the district, nor shall not be liable for any acts of the Board. (Education Code 35012; Government Code 820.9)

*(cf. 9323.2 - Actions by the Board)*

#### Student Board Member Development

As necessary, the Superintendent or designee **may**, at district expense, provide learning opportunities to Student Advisory Board members, through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their Board responsibilities.

The Superintendent or designee may periodically provide an orientation for Student Advisory Board members to give them an understanding of the responsibilities and expectations of **committee processes and service**.

*(cf. 9150 – Student Board Members)*

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

#### Legal Reference:

##### EDUCATION CODE

33000.5 Appointment of student members to State Board of Education

35012 Board members; number, election and terms; student members

##### GOVERNMENT CODE

820.9 Liability of Public Entities and Public Employees; School Board members

3540-3549.3 Educational Employment Relations Act

54950-54964 Ralph M. Brown Act

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: Spring\_\_\_\_, 2021 Fresno, California

Policy Section: 1000 Community Relations



## Fresno Unified Board Policy (BP) 1312.3

### Uniform Complaint Procedures (UCP)

The Governing Board recognizes the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

#### Complaints Subject to the UCP

The district's Uniform Complaint Procedures (UCP) shall be used to investigate and resolve the following complaints regarding the following programs and activities:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing any program subject to the UCP which is offered by the district, including adult education programs, After School Education and Safety programs, migrant education, agricultural career technical education, state and federal career technical and technical education and training programs, child care and development programs; compensatory education; the federal Every Student Succeeds Act; Regional Occupational Centers and Programs, school safety plans, California State Preschool Programs, consolidated categorical aid program, and any other district-implemented state categorical program that is not funded through the local control funding formula pursuant to Education Code 64000.

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6171 - Title I Programs)*

*(cf. 6175 - Migrant Education Program)*

*(cf. 6178 - Career Technical Education)*

*(cf. 6178.1 - Work-Based Learning)*

*(cf. 6178.2 - Regional Occupational Center/Program)*

*(cf. 6200 - Adult Education)*

2. Any complaint, by a student, employee, or other person participating in a district program or activity, alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race, or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital, pregnancy, parental status, medical information, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, or Government Code 11135 or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

*(cf. 4031 - Complaints Concerning Discrimination in Employment)*

(cf. 5131.2 – Bullying)  
(cf. 5145.3 – Nondiscrimination/Harassment)  
(cf. 5145.31 – Gender and Identity Inclusion)  
(cf. 5145.7 – Sexual Harassment)  
(cf. 5145.71 – Title IX Sexual Harassment Complaint Procedures)  
(cf. 5146 – Married/Pregnant/Parenting Students)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

(cf. 5146 - Married/Pregnant/Parenting Students)

4. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements (Education Code 46015)

(cf. 5146 – Married/Pregnant/Parenting Students)

5. Any complaint alleging district noncompliance with the prohibition against requiring students to pay pupil fees, deposits, or other charges for participation in educational activities (5 CCR 4610; Education Code 49010-49013)

(cf. 3260 - Fees and Charges)  
~~(cf. 3320 – Claims and Actions Against the District)~~

6. Any complaint alleging district noncompliance with applicable requirements of Education Code 52060-52077 related to the implementation of the local control and accountability plan, including the development of a local control funding formula budget overview for parents/guardians (Education Code 52075)

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

7. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64000-64001, 65000-65001)

(cf. 0420 - School Plans/Site Councils)

8. Any complaint, by or on behalf of any student who is a foster youth as defined in Education Code 51225.2, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions; the responsibilities of the district's educational liaison to the student; the award of credit for coursework satisfactorily completed in another school, district, or country; school or records transfer; or the grant of an exemption from Board-imposed graduation requirements (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

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

*(cf. 6173.3 - Education for Juvenile Court School Students)*

9. Any complaint by or on behalf of a student who transfers into the district after the second year of high school and is a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student currently enrolled in the district, a child of a military family as defined in Education Code 49701, or a migrant student as defined in Education Code 54441, or by or on behalf of an immigrant student participating in a newcomer program as defined in Education Code 51225.2 in the third or fourth year of high school, alleging district noncompliance with any requirement applicable to the student regarding the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1)

*(cf. 6173 - Education for Homeless Children)*

*(cf. 6173.2 - Education of Children of Military Families)*

*(cf. 6173.3 - Education for Juvenile Court School Students)*

10. Any complaint, by or on behalf of a homeless child or youth as defined in 42 USC 11434a, a former juvenile court school student, a child of a military family as defined in Education Code 49701, a migrant child as defined in Education Code 54441, or a newly arrived immigrant student who is participating in a newcomer program as defined in Education Code 51225.2, alleging district noncompliance with requirements for the award of credit for coursework satisfactorily completed in another school, district, or country (Education Code 51225.1, 51225.2)

*(cf. 6173 - Education for Homeless Children)*

11. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student in grades 9-12 to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

*(cf. 6152 - Class Assignment)*

12. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51222, 51223)

*(cf. 6142.7 - Physical Education and Activity)*

13. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code 1596.7925 and related state regulations (Education Code 8235.5; Health and Safety Code 1596.7925)

14. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

15. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is

consistent with state and federal laws and regulations.

The Board acknowledges and respects every individual's right to privacy. The district shall ensure that complainants are protected from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if their different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)*

*(cf. 5125 - Student Records)*

*(cf. 9011 - Disclosure of Confidential/Privileged Information)*

~~Complainants have the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation, or bullying laws.~~

The district will ensure annual dissemination of a written notice of the complaint procedures to students, employees, parents or guardians of the students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties that includes information regarding allegations about discrimination, harassment, intimidation, or bullying. The UCP Annual Notice will be provided in writing to all six required groups each year and will include information on how to appeal to the California Department of Education (CDE).

A copy of this UCP complaint policies and procedures document shall be available free of charge.

~~The Board recognizes that a neutral mediator can often suggest a compromise that is acceptable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.~~

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

The Superintendent or designee shall maintain record of each UCP complaint and subsequent related actions, including steps taken during the investigations and all information required for compliance with 5 CCR 4631 and 4633.

*(cf. 3580 - District Records)*

## Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services ~~and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.~~

~~3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.~~

3. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.

4. Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)

5. Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)

6. Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)

7. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and misassignments, shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

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

Legal Reference:  
EDUCATION CODE

200-262.4 Prohibition of discrimination  
 222 Reasonable accommodations; lactating students  
 8200-8498 Child care and development programs  
 8500-8538 Adult basic education  
 18100-18203 School libraries  
 32280-32289 School safety plan, uniform complaint procedure  
 35186 Williams uniform complaint procedure  
 46015 Parental leave for students  
 48853.5 Foster youth  
 48985 Notices in language other than English  
 49010-49014 Student Fees  
 49060-49079 Student records, especially:  
 49069.5 Records of foster youth  
**49490-49590 Child Nutrition programs**  
 49701 Interstate Compact on Educational Opportunity for Military Children  
 51210 Courses of study grades 1-6  
 51222 Physical education, secondary schools  
 51223 Physical education, elementary schools  
 51225.1-51225.2 Foster youth and homeless children; former juvenile court school students, and military-connected students; migrant students, and newly arrived immigrant students; course credits; graduation requirements  
 51226-51226.1 Career technical education  
 51228.1-51228.3 Course periods without educational content  
**52059.5 Statewide system of support**  
 52060-52077 Local control and accountability plan, especially  
 52075 Complaint for lack of compliance with local control and accountability plan requirements  
 52300-52462 Career-technical education  
 52500-52616.24 Adult schools  
 54400-54425 Compensatory education programs  
 54440-54445 Migrant education  
 54460-54529 Compensatory education programs  
 59000-59300 Special schools and centers  
**64000-64100 Consolidated application process; school plan for student achievement**  
 65000-65001 School site councils  
 GOVERNMENT CODE  
 11135 Non-discrimination in programs or activities funded by state  
 12900-12996 Fair Employment and Housing Act  
 HEALTH AND SAFETY CODE  
 1596.792 California Child Day Care Act; general provisions and definitions  
 1596.7925 California Child Day Care Act; health and safety regulations  
**104420 Tobacco Use Prevention Education**  
 PENAL CODE  
 422.55 Hate crime; definition  
 422.6 Interference with constitutional right or privilege  
 CODE OF REGULATIONS, TITLE 2  
 11023 Harassment and discrimination prevention and correction  
 CODE OF REGULATIONS, TITLE 5  
**3200-3205 Special education compliance complaints**  
**3080 Application of section**  
 4600-4670 Uniform complaint procedures  
 4680-4687 Williams uniform complaint procedures  
 4900-4965 Nondiscrimination in elementary and secondary education programs  
 UNITED STATES CODE, TITLE 20  
 1221 Application of laws  
 1232g Family Educational Rights and Privacy Act  
 1681-1688 Title IX of the Education Amendments of 1972  
 6301-6576 Title I Improving the Academic Achievement of the Disadvantaged  
 6801-7014 Title III language instruction for limited English proficient and immigrant students  
 UNITED STATES CODE, TITLE 29  
 794 Section 504 of Rehabilitation Act of 1973  
 UNITED STATES CODE, TITLE 42

2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age Discrimination Act of 1975

**11431-11435 McKinney-Vento Homeless Assistance Act**

12101-12213 Title II equal opportunity for individuals with disabilities

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

**106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:**

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on the basis of sex

110.25 Notification of nondiscrimination on the basis of age

#### Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

**Dear Colleague Letter, September 22, 2017**

Dear Colleague Letter: Title IX Coordinators, April 2015 **Questions and Answers on Title IX and Sexual Violence, April 2014**

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013 **4**

**Dear Colleague Letter: Sexual Violence, April 2011**

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002

#### WEB SITES

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>

#### Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 10, 1992 Fresno, California

revised: November 14, 2001

revised: March 30, 2005

revised: February 27, 2008

revised: August 22, 2012

revised: February 27, 2013

revised: May 27, 2015

admin reviewed: June 23, 2015

revised: September 9, 2015

revised: June 1, 2016

revised: November 16, 2016

revised: April 11, 2018

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admin reviewed: July 1, 2019

revised: October 16, 2019

revised: December 18, 2019

revised: February 12, 2020

revised: June 17, 2020

**revised: Spring \_\_, 2021**



## **Fresno Unified Board Policy (BP) 3555**

### **Nutrition Program Compliance**

The Governing Board recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate on any basis prohibited by law.

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

*(cf. 3550 - Food Service/Child Nutrition Program)*

*(cf. 3552 - Summer Meal Program)*

*(cf. 3553 - Free and Reduced Price Meals)*

*(cf. 5030 - Student Wellness)*

#### **Compliance Coordinator**

The Board shall designate a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, to ensure compliance with the laws governing the district's nutrition programs.

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, and the Section 504 coordinator and Title IX coordinator if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties

*(cf. 6164.6 - Identification and Education Under Section 504)*

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

*(cf. 6159 - Individualized Education Program)*

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

5. Communicating the program's nondiscrimination policy and applicable complaint procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and

that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

*(cf. 5141.27 - Food Allergies/Special Dietary Needs)*

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

*(cf. 5022 - Students and Family Privacy Rights)*

*(cf. 5125 - Student Records)*

*(cf. 5145.13 - Response to Immigration Enforcement)*

## Notifications

The compliance coordinator shall ensure that the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster or a substitute poster approved by the USDA's Food and Nutrition Service is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be file anonymously or by a third party.

*(cf. 5145.6 - Parental Notifications)*

In addition, the compliance coordinator shall ensure that all forms of communication available to the public regarding program availability shall contain, in a prominent location, a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web sites, public information releases, publications, and posters, but exclude items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, as provided by USDA, may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

## Complaints of Discrimination

A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color,

national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582)

U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, (866) 632-9992, (800) 877-8339 (Federal Relay Service - English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email [program.intake.usda.gov](mailto:program.intake.usda.gov)

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

*(cf. 1312.3 - Uniform Complaint Procedures)*

#### Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program
2. The facts on which the statement is based
3. The name of the district or the school against which the allegations are made
4. The complainant's contact information
5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 60 days of the district's receipt of the complaint. (5 CCR 15583; 5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

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

Legal Reference:  
EDUCATION CODE

200-262.4 Prohibition of discrimination  
 42238.01 Definitions for purposes of funding  
 48985 Notices to parents in language other than English  
 49060-49079 Student records  
 49490-49590 Child nutrition programs  
 PENAL CODE  
 422.6 Interference with constitutional right or privilege  
 CODE OF REGULATIONS, TITLE 5  
 3080 Application of section  
 4600-4670 Uniform complaint procedures  
 4900-4965 Nondiscrimination in elementary and secondary education programs  
 15580-15584 Child nutrition programs complaint procedures  
 UNITED STATES CODE, TITLE 20  
 1400-1482 Individuals with Disabilities Education Act  
 1681-1688 Discrimination based on sex or blindness, Title IX  
 UNITED STATES CODE, TITLE 29  
 794 Section 504 of the Rehabilitation Act of 1973  
 UNITED STATES CODE, TITLE 42  
 2000d-2000d-7 Title VI, Civil Rights Act of 1964  
 2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended  
 12101-12213 Americans with Disabilities Act  
 CODE OF FEDERAL REGULATIONS, TITLE 7  
 210.19 National School Lunch Program, additional responsibilities  
 210.23 National School Lunch Program, district responsibilities  
 215.7 Special Milk Program, requirements for participation  
 215.14 Special Milk Program, nondiscrimination  
 220.7 School Breakfast Program, requirements for participation  
 220.13 School Breakfast Program, special responsibilities of state agencies  
 225.3 Summer Food Service Program, administration  
 225.7 Summer Food Service Program, program monitoring and assistance  
 225.11 Summer Food Service Program, corrective action procedures  
 226.6 Child and Adult Care Food Program, state agency administrative responsibilities  
 250.15 Out-of-condition donated foods, food recalls, and complaints  
 CODE OF FEDERAL REGULATIONS, TITLE 28  
 35.101-35.190 Americans with Disabilities Act  
 36.303 Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services  
 CODE OF FEDERAL REGULATIONS, TITLE 34  
 100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI  
 104.1-104.39 Section 504 of the Rehabilitation Act of 1973  
 106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:  
 106.9 Dissemination of policy

Board Policy FRESNO UNIFIED SCHOOL DISTRICT  
 adopted: June \_\_\_, 2021 Fresno, California

*Policy Section: 3000 Business and Noninstructional Operations*

## Fresno Unified Board Policy (BP) 6159

### Individualized Education Program

The Governing Board desires to provide full educational alternatives that afford students with disabilities full educational opportunities to all students with disabilities. Students with disabilities shall receive a free appropriate public education (FAPE) and, to the maximum extent possible, shall be placed educated in the least restrictive environment with nondisabled students. which meets their needs to the extent provided by law.

(cf. 0430 - Comprehensive Local Plan for Special Education)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3541.2 - Transportation for Students with Disabilities)

(cf. 4112.23 - Special Education Staff)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education)

(cf. 6159.3 - Appointment of Surrogate Parent for Special Education Students)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education Under Section 504)

For each student with disabilities, an individualized education program (IEP) shall be developed which identifies the special education instruction and related services to be provided to the student. The Superintendent or designee shall develop administrative regulations regarding the appointment of the individualized education program (IEP) team, membership of the IEP team, the team's responsibility to develop and regularly review the IEP, the contents of the IEP, and the development, review, and revision of the IEP processes.

To the extent permitted by state and federal law, a foster parent shall have the same rights relative to their foster child's IEP as a parent/guardian. A foster parent who has been excluded by court order from making educational decisions on behalf of a pupil shall not have the same rights to his/her foster child's IEP as a parent/guardian.

The district shall make FAPE available to individuals with disabilities ages 3-21 who reside in the district, including: (Education Code 56040; 20 USC 1412; 34 CFR 300.17, 300.101, 300.104)

1. Students who have been suspended or expelled from school
2. Students who are placed by the district in a nonpublic, nonsectarian school
3. Individuals age 18-21 years who are incarcerated in an adult correctional facility and were identified as being an individual with disabilities or had an IEP in their prior educational placement.

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

Legal Reference:

EDUCATION CODE

46392 Emergencies

51225.3 Requirements for high school graduation and diploma

### 56040.3 Assistive technology

56055 Rights of foster parents pertaining to foster child's education  
56136 Guidelines for low incidence disabilities areas  
56195.8 Adoption of policies  
56321 Development or revision of IEP  
56321.5 Notice to include right to electronically record  
56340.1-56347 Instructional planning and individualized education program  
56350-56352 IEP for visually impaired students  
56380 IEP reviews; notice of right to request  
56390-56392 Certificate of completion, special education  
56500-56509 Procedural safeguards  
60640-60649 California Assessment of Student Performance and Progress

~~60850-60859 High school exit examination, students with disabilities~~

~~60852.3 High school exit examination, exemption for students with disabilities~~

### FAMILY CODE

6500-6502 Age of majority

### GOVERNMENT CODE

7572.5 Seriously emotionally disturbed child, expanded IEP team

### WELFARE AND INSTITUTIONS CODE

300 Children subject to jurisdiction

601 Minors habitually disobedient

602 Minors violating law defined as crime

### CODE OF REGULATIONS, TITLE 5

852-853.5 State assessments, accommodations

~~1215.5-1218 High School Exit Examination, accommodations for students with disabilities~~

3021-3029 Identification, referral and assessment

3040-3043 Instructional planning and the individualized education program

**3051-3053 Implementation of the individualized education program**

### UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act of 1974 1400-1482

Individuals with Disabilities Education Act

### CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Individuals with Disabilities Education Act

### ATTORNEY GENERAL OPINIONS

~~85 Ops.Cal.Atty.Gen. 157 (2002)~~

### COURT DECISIONS

Marshall v. Monrovia Unified School District, (9th Circuit, 2010) 327 f.3d 773

Schaffer v. Weast (2005) 125 S. Ct. 528

Shapiro v. Paradise Valley Unified School District, No. 69 (9th Circuit, 2003) 317 F.3d 1072

Sacramento City School District v. Rachel H, (9th Cir. 1994) 14 F.3d 1398

**Andrew F. v. Douglas County School District Re-1, 137 S. Ct. 988**

### ATTORNEY GENERAL OPINIONS

**85 Ops.Cal.Atty.Gen. 157 (2002)**

### Management Resources:

#### ~~FEDERAL REGISTER~~

~~Rules and Regulations, August 14, 2006, Vol. 71, Number 156, page 46539-46845~~

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

**Frequently Asked Questions: Promotion, Retention, and Grading (Students with Disabilities)**

**California Practitioners' Guide for Educating English Learners with Disabilities, July 2019**

#### WEB SITES

California Department of Education: <http://www.cde.ca.gov>

US Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/about/offices/list/osep/osep>

Policy FRESNO UNIFIED SCHOOL DISTRICT

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revised: March 9, 1995

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revised: August 27, 2003

revised: June 14, 2017

revised: Spring\_\_\_\_, 2021

*Policy Section: 6000 Instruction*



## Fresno Unified Board Policy (BP) 6159.2

### Nonpublic Nonsectarian School And Agency Services For Special Education

The Governing Board recognizes its responsibility to provide a free appropriate public education (FAPE) to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet ~~the students' Individualized Education Plans (IEP) needs.~~ student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

(cf. 0430 - Comprehensive Local Plan for Special Education)

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

~~(cf. 3541.2 - Transportation for Students with Disabilities)~~

~~(cf. 4112.23 - Special Education Staff)~~

~~(cf. 6146.4 - Differential Graduation and Competency Standards for Individuals with Exceptional Needs)~~

In selecting nonpublic, nonsectarian schools or agencies with which the district may contract for the placement of any district student with disabilities, the Superintendent or designee shall follow the procedures specified in law and accompanying administrative regulation.

Prior to entering into a contract to place any student in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A**, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities **and complies with staff training requirements** in accordance with Education Code 56366 **and 56366.1**. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any ~~nonpublic, nonsectarian school~~ **NPS/A** with which the district has a contract to ensure that the ~~school or agency's~~ certification has not expired.

No district student shall be placed in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A** unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the ~~nonpublic, nonsectarian school or agency~~ placement is appropriate for the student. ~~In accordance with law, any student with disabilities placed in a nonpublic, nonsectarian school or agency shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, the procedural safeguards, due process rights, and periodic review of his/her IEP. (Education Code 56195.8, 56342.1)~~

(cf. 6159 - Individualized Education Program)

~~(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)~~

~~(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)~~

During the period when any student with disabilities is placed in ~~a nonpublic, nonsectarian school or agency~~ **an NPS/A**, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in ~~his/her~~ **the** IEP.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

~~In accordance with Education Code 56366.2, t~~The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, ~~56366.3~~, and 56366.6. **(Education Code 56366.2)**

**(cf. 1431 - Waivers)**

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Legal Reference:

EDUCATION CODE

56034-56035 Definitions of nonpublic, nonsectarian school and agency  
56042 Placement not to be recommended by attorney with conflict of interest  
56101 Waivers  
56163 Certification  
56168 Responsibility for education of student in hospital or health facility school  
56195.8 Adoption of policies  
56342.1 Individualized education program; placement  
56360-56369 Implementation of special education  
56711 Computation of state aid  
56740-56743 Apportionments and reports  
56760 Annual budget plan; service proportions  
56775.5 Reimbursement of assessment and identification costs

**56836.20-56836.21 Special education funding; SELPA contracts with nonpublic nonsectarian schools**

FAMILY CODE

**7911-7912 Interstate compact on placement of children**

GOVERNMENT CODE

7570-~~7588~~**7587** Interagency responsibilities for providing services to children with disabilities, especially:  
7572.55 Seriously emotionally disturbed child; out-of-state placement

~~FAMILY CODE~~

~~7911-7912 Interstate compact on placement of children~~

WELFARE AND INSTITUTIONS CODE

362.2 Out-of-home placement for IEP  
727.1 Out-of-state placement of wards of court

CODE OF REGULATIONS, TITLE 5

3001 Definitions

**3051-3051.24 Special education; standards for related services and staff qualifications**

3060-3070 Nonpublic, nonsectarian school and agency services

UNITED STATES CODE, TITLE 20

1400-1487 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.129-300.148 Children with disabilities in private schools

COURT DECISIONS

Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997

Management Resources:

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

US Department of Education, Office of Special Education and Rehabilitative Services:

<http://www.ed.gov/offices/OSERS>

**CDE LEGAL ADVISORIES**

**0317.99 Nonpublic School/Agency Waivers and Reimbursement to Parents**

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, page 46539-46845

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: November 22, 1994 Fresno, California

revised: July 11, 1996

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revised: Spring\_\_\_\_, 2021

*Policy Section: 1000 Community Relations*

## **Fresno Unified Board Policy (BP) 6174**

### **Education for English Learners**

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

~~The Governing Board recognizes its responsibility to provide ELs with an educational program which addresses their specific needs. ELs are defined as students whose primary language is other than English and who have not developed the English language skills of comprehension, speaking, reading and writing necessary to fully benefit from instruction entirely in English.~~

**English learners shall be provided English language development instruction** which is **targeted to their English proficiency level** ~~and aligned with state content standards and curriculum framework. The district's program~~ Such instruction **shall be based on sound instructional theory, be aligned with state content standards**, emphasize inquiry-based learning and critical thinking skills, and be integrated across all subject areas. ~~standards-aligned instructional materials, and assist students in accessing the full educational program.~~

*(cf. 6011 - Academic Standards)*

*(cf. 6141 - Curriculum Development and Evaluation)*

*(cf. 6161.1 - Selection and Evaluation of Instructional Materials)*

*(cf. 6161.11 - Supplementary Instructional Materials)*

*(cf. 6171 - Title I Programs)*

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

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

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

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

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

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

## classification as an English learner

(cf. 0415 - Equity)

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

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

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

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

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

~~English learners shall be provided English language development instruction targeted to their English proficiency level and aligned with state content standards and curriculum framework. The district's program shall be based on sound instructional theory, use standards-aligned instructional materials, and assist students in accessing the full educational program.~~

~~(cf. 6011 - Academic Standards)~~

~~(cf. 6141 - Curriculum Development and Evaluation)~~

~~(cf. 6161.1 - Selection and Evaluation of Instructional Materials)~~

~~(cf. 6161.11 - Supplementary Instructional Materials)~~

~~(cf. 6171 - Title I Programs)~~

## Staff Qualifications and Training

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

(cf. 4112.22 - Staff Teaching English Learners)

## Professional Development

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

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Staff development shall also address the sociocultural needs of English learners and provide

opportunities for teachers to engage in supportive, collaborative learning communities.

~~In addition, to support students' English language development, the Superintendent or designee may provide an adult literacy training program for parents/guardians and community members that leads to English fluency.~~

### Identification and Assessment

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

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

~~In addition,~~ English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 85~~3.54.1-~~ and 85~~3.74.3~~ English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 85~~3.54.1-~~ 85~~3.74.3~~)

*(cf. 616~~5~~2.51 - State Academic Achievement Tests)*

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

*(cf. 6162.5 - Student Assessment)*

### Language Acquisition Programs ~~and Placement~~

~~The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. Proposition 58 (November 2016) amended Education Code 305-310 and repealed Education Code 311 to authorize parents/guardians to select a language acquisition program that best suits their child. (Education Code 306; 5 CCR 11300)~~

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

~~Language acquisition programs are educational programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted~~

academic content standards, including the English language development standards. The language acquisition programs provided to students shall be informed by research and shall lead to grade-level proficiency and academic achievement in both English and another language. (Education Code 306)

At a minimum, the district shall offer English learners a structured English immersion program which includes designated and integrated English language development. to ensure that English learners have access to the core academic content standards, including the English language development standards, and become proficient in English. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the curriculum and presentation designed for students who are learning English. (Education Code 305- 306; 5 CCR 11309)

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

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

1. Fresno Unified School District offers A dual-language immersion programs that provide integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding.

(cf. 6142.2 - World Foreign Language Instruction)

2. Fresno Unified also offers late-exit bilingual developmental programs for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards.

Parents/guardians of English learners may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310)

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

(cf. 6151 - Class Size)

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

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in



making a program selection, identification of any language to be taught in addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

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

For current program listings, please refer to the District's Parent/Student Handbook.

### Redesignation (Reclassification)

When an English learner is determined pursuant to based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313 and 52164.6, or upon request by the student's parent/guardian, the student shall be transferred from a language acquisition program into an English language mainstream classroom. A "reasonable level" of fluency is achieved when a student has reached the exit stage of "expanding" (end of second of three English proficiency levels) as defined in the California ELD standards proficiency level descriptors (PLDs).

Redesignation will include consultation with the parent/guardian and teacher evaluation that includes, but is not limited to, the student's academic performance. The progress of the redesignated students will be reviewed for two semesters four years following the first reporting period to determine satisfactory progress.

### Program Evaluation

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding: the progress of English learners towards proficiency in English, the number and percentage of English learners reclassified as fluent English proficient, the number and percentage of English learners who are or are at risk of being classified as long-term English learners, the achievement of English learners on standards-based tests in core curricular areas, progress toward any other goals for English learners identified in the district's LCAP and a comparison of current data with data from at least the previous year. The Superintendent or designee also shall provide the Board with regular reports from any district or school-wide English learner advisory committees. (Education code 52061, 313.1, 313.2)

(cf. 4112.22 – Staff for Limited-English-Proficiency Programs)

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP

7. A comparison of current data with data from at least the previous year in regard to items #1-6 above

8. A comparison of data between the different language acquisition programs offered by the district

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

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Legal Reference:

EDUCATION CODE

300-340 English language education, especially:

305-310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

42238.02-42238.03 Local control funding formula

44253.1-44253.11 Qualifications for teaching English learners

48980 Parental notifications

48985 Notices to parents in language other than English

52052 **Accountability**; Numerically significant student subgroups

52060-52077 Local control and accountability plan

**52130-52135 Impacted Languages Act of 1984**

52160-52178 Bilingual Bicultural Act

56305 CDE manual on English learners with disabilities

60603 Definition, recently arrived English learner

**60605.87 Supplemental instructional materials, English language development**

60640 California Assessment of Student Performance and Progress

60810-60812 Assessment of language development

62005.2.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

**854.1-854.3 CAASPP and universal tools, designated supports, and accommodations**

**854.9 CASSPP and unlisted resources for students with disabilities**

**853.5-853.7 Test administration; universal tools, designated supports, and accommodations**

11300-11316 English learner education

11517.6-11519.5 English Language Proficiency Assessments for California

**11510-11517 California English Language Development Test**

UNITED STATES CODE, TITLE 20

1412 Individuals with Disabilities Education Act; state eligibility

1701-1705 Equal Educational Opportunities Act

6311 Title I state plan

6312 Title I local education agency plans

6801-7014 Title III, language instruction for English learners and immigrant students

7801 Definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

100.3 Discrimination prohibited

200.16 Assessment of English learners

COURT DECISIONS

Valeria O. **G.** v. Davis **Wilson**, (2002) 307 F.3d 1036

California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d 1141

McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196

Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698  
ATTORNEY GENERAL OPINIONS  
83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CSBA PUBLICATIONS

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017

Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Academic Criterion for Reclassification, CDE Correspondence, August 11, 2014

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

Next Generation Science Standards for California Public Schools, Kindergarten through Grade Twelve, 2013

English Language Arts/English Language Development Framework Standards for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Matrix of Test Variations, Accommodations, and Modifications for Administration of California Statewide Assessments

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

Assessment and Accountability for Recently Arrived and Former Limited English Proficient (LEP) Students, May 2007

WEB SITES

CSBA: <http://www.csba.org>

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

U.S. Department of Education: <http://www.ed.gov>

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 26, 1992 Fresno, California

revised: September 12, 1996

revised: December 15, 1999

revised: June 18, 2014

revised: May 31, 2017

revised: Spring \_\_, 2021

*Policy Section: 6000 Instruction*

## **Fresno Unified Board Policy (BP) 6175 Migrant Education Program**

The Governing Board desires to provide a comprehensive program for migrant students that attempts to mitigate the impact of educational disruption, cultural and language barriers, social isolation, health-related problems, and other factors that may inhibit their ability to succeed in school. The district shall make use of available funds to provide supplementary services for migrant students.

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

*(cf. 0415 - Equity)*

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.9 - Hate-Motivated Behavior)*

The Superintendent or designee shall establish and implement a training program for advisory council members to enable them to carry out their responsibilities. The training program shall be developed in consultation with the council and shall include appropriate training materials in a language understandable to each member. (Education Code 54444.2)

*(cf. 1220 – Citizen Advisory Committees)*

*(cf. 6020 – Parent Involvement)*

The Superintendent or designee shall cooperate with the regional migrant service center in outreach and identification of eligible migrant students and in the provision of migrant education services. They shall also coordinate migrant education services with other programs within the district and with other public agencies that serve migrant workers and their families.

*(cf. 1020 – Youth Services)*

*(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*

*(cf. 5141.6 - School Health Services)*

*(cf. 5147 - Dropout Prevention)*

*(cf. 5148 - Child Care and Development)*

*(cf. 5148.2 - Before/After School Programs)*

*(cf. 5148.3 - Preschool/Early Childhood Education)*

*(cf. 6164.2 - Guidance/Counseling Services)*

*(cf. 6171 - Title I Programs)*

*(cf. 6174 - Education for English Learners)*

The Superintendent or designee shall **plan for late enrollments of migrant students. They shall** ensure that each migrant student is placed at the appropriate **grade level upon enrollment** and is provided services in accordance with their individual needs assessment and **learning plan.**

**The district shall give first priority for services to migrant students who are failing, or are most at risk of failing, to meet state academic standards or have dropped out of school. (20 USC 6394)**

*(cf. 6011 - Academic Standards)*

**The district shall provide services to eligible private school students residing within the district on an equitable basis with participating public school students. (20 USC 7881; 34 CFR 200.87)**

**The Board shall monitor** **The Superintendent or designee shall** **the results** **annually report to the Board regarding student performance on** **of** statewide assessments of core academic subjects and English language development, as appropriate, for students enrolled in the district's migrant education **services**

**program.** In addition, the Superintendent or designee shall periodically report to the Board regarding the alignment of district services with the needs of students as identified in student needs assessments conducted pursuant to Education Code 54443.1. As necessary, the Board shall seek technical assistance from the migrant education regional service center and/or make changes in the services provided by the district in order to improve student achievement.

(cf. 0500 - Accountability)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6162.52 – High School Exit Examination)

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Legal Reference:

EDUCATION CODE

**200 Educational equity**

**220 Prohibition against discrimination**

**234.7 Student protections relating to immigration and citizenship status**

**51225.1 Exemption from district graduation requirements**

**51225.3 High school graduation, course requirements**

54440-54445 Migrant education program

CODE OF REGULATIONS, TITLE 5

3080 Application of uniform complaint procedures

4600-4670 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

6311 Title I state plan

6381-6381k Even Start family literacy program

6391-6399 Education of migrant students

7881 Services for private school students

CODE OF FEDERAL REGULATIONS, TITLE 34

200.81-200.89 Migrant education program

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: March 26, 1992 Fresno, California

revised: January 30, 1997

revised: April 11, 2018

revised: Spring \_\_, 2021

*Policy Section: 6000 Instruction*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: May 19, 2021

**AGENDA ITEM C-38**

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 February 01, 2021 through April 30, 2021. Also included is the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from February 01, 2021 through April 30, 2021 in accordance with Education Code § 35186.

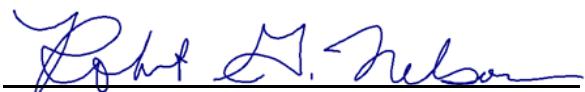
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

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**

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**SUPERINTENDENT**

Robert G. Nelson, Ed.D.

## Constituent Services Quarterly Report

For the Period Between February 1, 2021 and April 30, 2021

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	10	7	1	3.6
Uniform Complaint Procedures (UCP)	1	1	0	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	646	1	10	1.2
Other Complaints	13	0	2	1.7
Public Records Act Request	19	3	11	5.1
<b>TOTAL</b>	<b>689</b>	<b>12</b>	<b>24</b>	<b>2.9</b>



***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 2021  
(check one) ☐ July 2021  
☐ October 2021  
☐ January 2022

Date for information to be reported publicly at governing board meeting: May 19, 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