



BOARD OF EDUCATION
REGULAR MEETING
4480 N. BRAWLEY AVENUE
NUTRITION SERVICES
FRESNO, CA 93722
board.fresnounified.org

AGENDA
WEDNESDAY, SEPTEMBER 25, 2024
***4:30 P.M. (CLOSED SESSION) *5:30 P.M. (OPEN SESSION)**

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

Special note: Please enter Nutrition Services from Brawley Avenue, proceed through the gate to park under the covered parking spaces.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Nutrition Services building is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. Items prohibited in the Board of Education Room are as follows: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents for discussion 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 or during the Board's consideration of the item.

In accordance with Board Bylaw 9322, students and parents/guardians may request that directory information or personal information (as defined in Education Code 49061 and/or 49073.2) be excluded from the minutes by making a request in writing to the Superintendent or Board Clerk.

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

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

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

PLEDGE OF ALLEGIANCE

Ambra O'Connor will lead the flag salute.

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); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
 - a. Executive Officer, Department of Analysis, Measurement, and Accountability
 - b. Superintendent Search
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Potential Case (one)

A. RECEIVE INFORMATION & REPORTS

A-1, RECEIVE Results of Issuance and Sale of the General Obligation Bonds, Election of 2020, Series C, and Refunding Bonds

Included in the Board binders is a summary which describes the results of the issuance and sale of the (i) General Obligation Bonds, Election of 2020, (Measure M), Series C Bonds in the aggregate principal amount of not to exceed \$60 million; and (ii) Refunding Bonds for \$18.6 million on August 14, 2024. Fiscal impact: The issuance and sale of the General Obligation Refunding Bonds resulted in savings of approximately \$7.4 million. Contact person: Patrick Jensen, telephone 457-6226.

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

B. CONFERENCE/DISCUSSION AGENDA

***5:35 P.M.**

B-2, PRESENT and DISCUSS 2024 Student Achievement Data

The Interim Superintendent will present a detailed overview of student achievement data, instructional strategies, data collection and an overview of the board meeting student outcome data presentation schedule for this academic year. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

***6:20 P.M.**

B-3, PRESENT and DISCUSS the Charter School Renewal Process Review for 2024/25

Included in the Board binders is a presentation which provides an overview of the charter school renewal process in preparation for four charter school renewals during the 2024/25 school year. The presentation will include a brief review of charter school legislation, provide information regarding the renewal process, and provide a renewal timeline for each school. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natsha Baker, Ed.D., telephone 457-3731.

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

B-4, HOLD a Public Hearing and ADOPT Resolution 25-17, Certifying Sufficiency of Instructional Materials

Included in the Board binders is Resolution Number 25-17 certifying that all Fresno Unified students have standards-aligned textbooks and instructional materials. A survey, to determine sufficient instructional materials at each school site, was administered to all schools, transitional kindergarten through grade twelve. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

C. CONSENT AGENDA

C-5, APPROVE Personnel List

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

C-6, 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 regular meeting of the Board held September 11, 2024. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

C-7, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the August 31 – September 01, 2024, special meeting and the September 11, 2024, regular meeting of the Board of Education. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Interim Superintendent, Mao Misty Her, telephone 457-3884.

C-8, ADOPT Resolution 25-16 in Support of Proposition 2

Included in the Board binders and presented for adoption is Resolution 25-16, in support of Proposition 2: Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C-9, ADOPT Provisional Internship Permits

Included for Board consideration are Provisional Internship Permit (PIP) recommendations to rehire or hire teachers for the 2024/25 school year due to hard-to-fill credential positions. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

C-10, ADOPT Variable Term Waiver Requests for Bilingual Cross-Cultural, Language and Development Authorization

Included in the Board binders are Variable Term Waiver requests for Bilingual Cross-Cultural, Language and Development (BCLAD) Authorization for the 2024/25 school year. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

C-11, ADOPT Variable Term Waiver Requests for Career Technical Education Credential Holders

Included in the Board binders are Variable Term Waiver Requests for Career Technical Education teachers, who need the English Learner Authorization until their credential is cleared. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

C-12, APPROVE Certificated Retiree Contracts for Elementary Music

Included in the Board binders are certificated retiree contracts to address staffing shortages in elementary music. These retirees will provide classroom music instruction and teach band and string ensembles based on their areas of expertise. With 3.5 full-time equivalent (FTE) vacancies in elementary music, these contracts will help fill critical gaps. Specific assignments include Kratt and Starr Elementary for band and strings in grades five and six, and Turner and Thomas Elementary for classroom music in grades one through three. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$70,456 are available in the Elementary Music budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

C-13, APPROVE Agreement between Fresno Unified School District, Department of Prevention and Intervention and Parent Project, LLC

Included in the Board binders is a request to approve an agreement between Fresno Unified School District, Department of Prevention and Intervention, and Parent Project, LLC. Parent Project, LLC will train district Child Welfare and Attendance Specialists and certify them to facilitate two parenting courses: Changing Destructive Adolescent Behavior and Loving Solutions. Increasing parenting skills and promoting positive attendance, engagement, and school connectedness for their children will reduce their chronic absenteeism. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$36,000 are available in the Medi-Cal reimbursement budget as approved by the Medi-Cal Collaborative. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

C-14, APPROVE Agreement with Council of the Great City Schools

Included in the Board binders is an agreement with Council of the Great City Schools to provide executive coaching services for the Interim Superintendent. The Council of the Great City Schools will provide a Primary Coach who will provide one-on-one coaching sessions to support the Interim Superintendent in leading a large urban school district. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$15,000 are available in the Office of the Superintendent's budget. Contact person: Ambra O'Connor, telephone 457-3838.

C-15, APPROVE Agreement with Identity Automation LP for Rapid Identity Software

Included in the Board binders is a three-year agreement with the software provider Identity Automation LP to purchase Rapid Identity Software. Rapid Identity will automate account creation and manage access to digital applications for all staff and students. This platform replaces the district's aging digital identity management processes and improves single sign-on into district applications. Rapid Identity also provides temporary access for vendors and community partners, self-service password resets, faster changes to system access, and increased visibility and reporting. These improvements strengthen the district's cybersecurity posture. The Interim Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$246,600 for the first year and \$205,500 for the following two years are available in the Information Technology Budget. Contact person: Tami Lundberg, 457-3560.

C-16, APPROVE Agreement with Nightingale Dispute Consultants, Incorporated

Included in the Board binders is an agreement with Nightingale Dispute Consultants, Incorporated to provide certain conflict resolution services, including, without limitation, certain assessment, consulting, facilitation, training and other related products and services as delineated in the Consulting Agreement. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$45,000 are available in the Human Resources/Labor Relations budget. Contact person: David Chavez, telephone 457-3713.

C-17, APPROVE Amendment No. 5 to the Agreement with Pinnacle Training Systems, LLC

Included in the Board binders is Amendment No. 5 to the agreement with Pinnacle Training Systems, LLC. This amendment will increase the contract cost by \$11,130 and Pinnacle Training Systems will begin including prostate-specific antigen (PSA) blood tests during the onsite wellness events for Fresno Unified Staff. The current agreement with Pinnacle Training Systems, LLC is from July 01, 2024, through June 30, 2027. The new total with this amendment will be approximately \$320,870 for the first year. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$11,130 are available in the Internal Service Health Fund budget to cover the cost of Amendment No. 5. Contact person: Patrick Jensen, telephone 457-6226.

C-18, APPROVE Partnership with Fresno County Cradle to Career

Included in the Board binders is a list of sponsors for the Cradle to Career (C2C) Partnership for Fresno County. C2C is a community wide partnership of public, private, nonprofit, and philanthropic leaders who are organizing efforts and resources around building a shared community vision that all Fresno County youth will realize success and good health at every age, from cradle to career. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$50,000 are available in the Communications budget. Contact person: Ambra O'Connor, telephone 457-3838.

C-19, APPROVE Potential 2024 Bond Measure Project Priority List

Included in the Board binders is the staff recommended potential 2024 Bond Project List and Priorities. Future project implementation will depend on project definition and scoping, funding availability and Board approval. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

C-20, RATIFY the Completion of Measure X Project Funding

The Board is requested at this time to ratify a transfer from Measure M to Measure X to complete the Measure X bond measure allocations. The Interim Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$15.3 million are available in the Measure X Building Fund budget. Contact person: Paul Idsvoog, 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 listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. The card must be submitted before the Board President announces unscheduled oral communications.

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

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

D. ADJOURNMENT

**NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, OCTOBER 09, 2024**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM A-1

ACTION REQUESTED: RECEIVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Receive Results of Issuance and Sale of the General Obligation Bonds, Election of 2020, Series C, and Refunding Bonds

ITEM DESCRIPTION: Included in the Board binders is a summary which describes the results of the issuance and sale of the (i) General Obligation Bonds, Election of 2020, (Measure M), Series C Bonds in the aggregate principal amount of not to exceed \$60 million; and (ii) Refunding Bonds for \$18.6 million on August 14, 2024.

As part of the bond sale process, Moody's Investors Service updated its bond credit rating for the district. In the report to potential investors dated July 11, 2024, the credit opinion labeled the district's outlook as "stable". "The affirmation of the rating is primarily driven by the district's strong financial position, offset by the expectation that it will normalize to historic levels in the next few years."

On May 22, 2024, the Board of Education was presented with estimated financing figures based on the then-current market condition. The attached financial summary updates previous estimates provided to the Board.

FINANCIAL SUMMARY: The issuance and sale of the General Obligation Refunding Bonds resulted in savings of approximately \$7.4 million.

PREPARED BY: Patrick Jensen

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

INTERIM SUPERINTENDENT APPROVAL:

The block contains two handwritten signatures in blue ink. The first signature, located above the 'CABINET APPROVAL' line, is of Patrick Jensen. The second signature, located above the 'INTERIM SUPERINTENDENT APPROVAL' line, is of the Interim Superintendent.

Fresno Unified School District
General Obligation Bonds, Election of 2020, Series C
2024 General Obligation Refunding Bonds (Federally Taxable)

Final Financing Summary

Sale Date:	August 14, 2024
Closing Date:	August 28, 2024
Sale Method:	Negotiated
Underlying GO Rating:	Aa3/--/--
Optional Redemption (Series C):	8/1/2032 @ 100%
Optional Redemption (Refunding):	Non-Callable

Sources and Uses:

Sources:

	Series C	GO Refunding
Par Amount	\$ 60,000,000	\$ 18,610,000
Premium	1,210,464	-
Total	\$ 61,210,464	\$ 18,610,000

Uses:

Deposit to Building Fund	\$ 60,000,000	\$ -
Deposit to Escrow Fund	-	18,431,004
Deposit to Debt Service Fund	884,864	-
Underwriters' Discount	132,600	41,128
Costs of Issuance	193,000	137,868
Total	\$ 61,210,464	\$ 18,610,000

Costs of Issuance Detail:

Items	Provider	Series C	GO Refunding
Bond Counsel	Jones Hall	\$ 75,000	\$ 55,000
Disclosure Counsel	Jones Hall	14,000	9,000
Bond Counsel Expenses	Jones Hall	500	500
Financial Advisor	Keygent LLC	40,000	40,000
Financial Advisor Expenses	Keygent LLC	1,500	1,500
Printing/Posting	Avia Communications	1,500	1,500
Demographic Data	California Municipal Stats	1,303	347
Credit Rating	Moody's Investors Service	53,684	14,316
Escrow Verification Agent	Causey Demgen & Moore	-	3,000
Trustee/Escrow Agent/COI	U.S. Bank	1,875	3,875
Contingency/Expenses		3,638	8,830
Total		\$ 193,000	\$ 137,868



Fresno Unified School District
General Obligation Bonds, Election of 2020, Series C

Final Financing Summary

Debt Service Schedule:

Date	Principal	Coupon (%)	Yield (%)	Yield to Maturity (%)	Interest	Debt Service Fund	Net Debt Service
10/1/24	\$ 3,925,000.00	5.000	3.100	-	\$ 17,989.58	\$ (17,989.58)	\$ 3,925,000.00
8/1/25	11,890,000.00	5.000	2.540	-	2,293,445.00	(866,874.57)	13,316,570.43
8/1/26	-	-	-	-	1,884,900.00	-	1,884,900.00
8/1/27	-	-	-	-	1,884,900.00	-	1,884,900.00
8/1/28	-	-	-	-	1,884,900.00	-	1,884,900.00
8/1/29	-	-	-	-	1,884,900.00	-	1,884,900.00
8/1/30	-	-	-	-	1,884,900.00	-	1,884,900.00
8/1/31	-	-	-	-	1,884,900.00	-	1,884,900.00
8/1/32	-	-	-	-	1,884,900.00	-	1,884,900.00
8/1/33	370,000.00	5.000	2.620	2.839	1,884,900.00	-	2,254,900.00
8/1/34	460,000.00	5.000	2.650	3.038	1,866,400.00	-	2,326,400.00
8/1/35	550,000.00	5.000	2.760	3.264	1,843,400.00	-	2,393,400.00
8/1/36	650,000.00	5.000	2.800	3.404	1,815,900.00	-	2,465,900.00
8/1/37	755,000.00	5.000	2.840	3.523	1,783,400.00	-	2,538,400.00
8/1/38	870,000.00	5.000	2.900	3.638	1,745,650.00	-	2,615,650.00
8/1/39	995,000.00	5.000	2.930	3.721	1,702,150.00	-	2,697,150.00
8/1/40	1,120,000.00	5.000	3.090	3.870	1,652,400.00	-	2,772,400.00
8/1/41	1,260,000.00	5.000	3.180	3.966	1,596,400.00	-	2,856,400.00
8/1/42	1,410,000.00	5.000	3.250	4.042	1,533,400.00	-	2,943,400.00
8/1/43	1,570,000.00	5.000	3.310	4.105	1,462,900.00	-	3,032,900.00
8/1/44	1,740,000.00	5.000	3.380	4.168	1,384,400.00	-	3,124,400.00
8/1/45	1,920,000.00	4.000	4.090	-	1,297,400.00	-	3,217,400.00
8/1/46	2,095,000.00	4.000	4.090	-	1,220,600.00	-	3,315,600.00
8/1/47	2,275,000.00	4.000	4.090	-	1,136,800.00	-	3,411,800.00
8/1/48	2,470,000.00	4.000	4.090	-	1,045,800.00	-	3,515,800.00
8/1/49	2,675,000.00	4.000	4.090	-	947,000.00	-	3,622,000.00
8/1/50	2,890,000.00	4.000	4.130	-	840,000.00	-	3,730,000.00
8/1/51	3,115,000.00	4.000	4.130	-	724,400.00	-	3,839,400.00
8/1/52	3,355,000.00	4.000	4.130	-	599,800.00	-	3,954,800.00
8/1/53	3,610,000.00	4.000	4.130	-	465,600.00	-	4,075,600.00
8/1/54	3,875,000.00	4.000	4.130	-	321,200.00	-	4,196,200.00
8/1/55	4,155,000.00	4.000	4.130	-	166,200.00	-	4,321,200.00
Total	\$ 60,000,000.00				\$ 44,541,834.58	\$ (884,864.15)	\$ 103,656,970.43

Net Repayment Ratio:	1.73 to 1
True Interest Cost:	4.06%
All-Inclusive Interest Cost:	4.09%

Fresno Unified School District
2024 General Obligation Refunding Bonds (Federally Taxable)

Final Financing Summary

Debt Service Schedule:

Date	Principal	Coupon (%)	Yield (%)	Interest	Total Refunding Debt Service	Prior Refunded Debt Service	Total Savings
10/1/24	\$ 17,990,000.00	5.478	5.478	\$ 90,336.79	\$ 18,080,336.79	\$ -	\$ (18,080,336.79)
8/1/25	620,000.00	4.618	4.618	26,484.23	646,484.23	695,637.50	49,153.27
8/1/26	-	-	-	-	-	1,345,637.50	1,345,637.50
8/1/27	-	-	-	-	-	756,137.50	756,137.50
8/1/28	-	-	-	-	-	2,628,637.50	2,628,637.50
8/1/29	-	-	-	-	-	2,635,100.00	2,635,100.00
8/1/30	-	-	-	-	-	1,644,225.00	1,644,225.00
8/1/31	-	-	-	-	-	500,550.00	500,550.00
8/1/32	-	-	-	-	-	500,550.00	500,550.00
8/1/33	-	-	-	-	-	500,550.00	500,550.00
8/1/34	-	-	-	-	-	1,760,550.00	1,760,550.00
8/1/35	-	-	-	-	-	1,853,300.00	1,853,300.00
8/1/36	-	-	-	-	-	1,855,800.00	1,855,800.00
8/1/37	-	-	-	-	-	1,957,600.00	1,957,600.00
8/1/38	-	-	-	-	-	2,063,000.00	2,063,000.00
8/1/39	-	-	-	-	-	2,176,600.00	2,176,600.00
8/1/40	-	-	-	-	-	3,322,800.00	3,322,800.00
Total	\$ 18,610,000.00			\$ 116,821.02	\$ 18,726,821.02	\$ 26,196,675.00	\$ 7,469,853.98

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM B-2

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Present and Discuss 2024 Student Achievement Data

ITEM DESCRIPTION: The Interim Superintendent will present a detailed overview of student achievement data, instructional strategies, data collection and an overview of the board meeting student outcome data presentation schedule for this academic year.

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

PREPARED BY: Ambra O'Connor, Chief of Staff

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL:



ACHIEVING
our GREATEST
Potential!

Student Outcomes Board Governance

September 25, 2024

Today's Outcomes...

- Receive deeper learning on our two goals and how they live from the boardroom to the classroom
- Hear evidence of two examples of how implementation is being lived in the Department of Diversity, Equity and Inclusion and School Leadership
- Understand coherence of learning and monitoring calendar from the Board to departments, to school sites

Our Current Reality (SBAC 2024)

ELA

34.7%

of students met or
exceeded standards in
ELA

+1.5% from SBAC 2023



-49.1

Average
Distance from
Standard in ELA

+ 2.2 from SBAC 2023 DFS

MATH

25.1%

of students met or
exceeded standards in
Math

+1.8% from SBAC 2023



-78.1

Average
Distance from
Standard in Math

+ 4.5 from SBAC 2023 DFS





2 Goals (Big Rocks)

- Positive Student Outcomes-15 pt DFS
- Operational Excellence-Customer Service



Strategies (Pebbles)

- Departments
- Sites



Implementation (Sand)

- Learn by doing

Goal #1 2024/25: Districtwide Strategy in Intensity Areas



ELEMENTARY: 3RD GRADE
LITERACY



MIDDLE SCHOOL: 8TH
GRADE MATH



HIGH SCHOOL: 9TH GRADE
ON TRACK

Goal #2 2024/25: Districtwide Strategy Intensity Areas



Districtwide
Implementation of
Let's Talk



Training



Utilization of Data to Inform and
Change Customer Service practices

Strategies and Implementation

- Every site and department will identify specific strategies that they will implement with metrics and measurements towards the 2 goals
- Professional Learning Community (PLC) teach, learn, and connect by regularly analyzing results and adjusting strategies as needed
- Holistically looking at every student by name by need with a plan for 15 pts DFS



Fresno Unified School District SBAC 2024 Results



Addams Elementary

Teacher Reports with 2023-24 EOY Rosters

Teacher Name: |

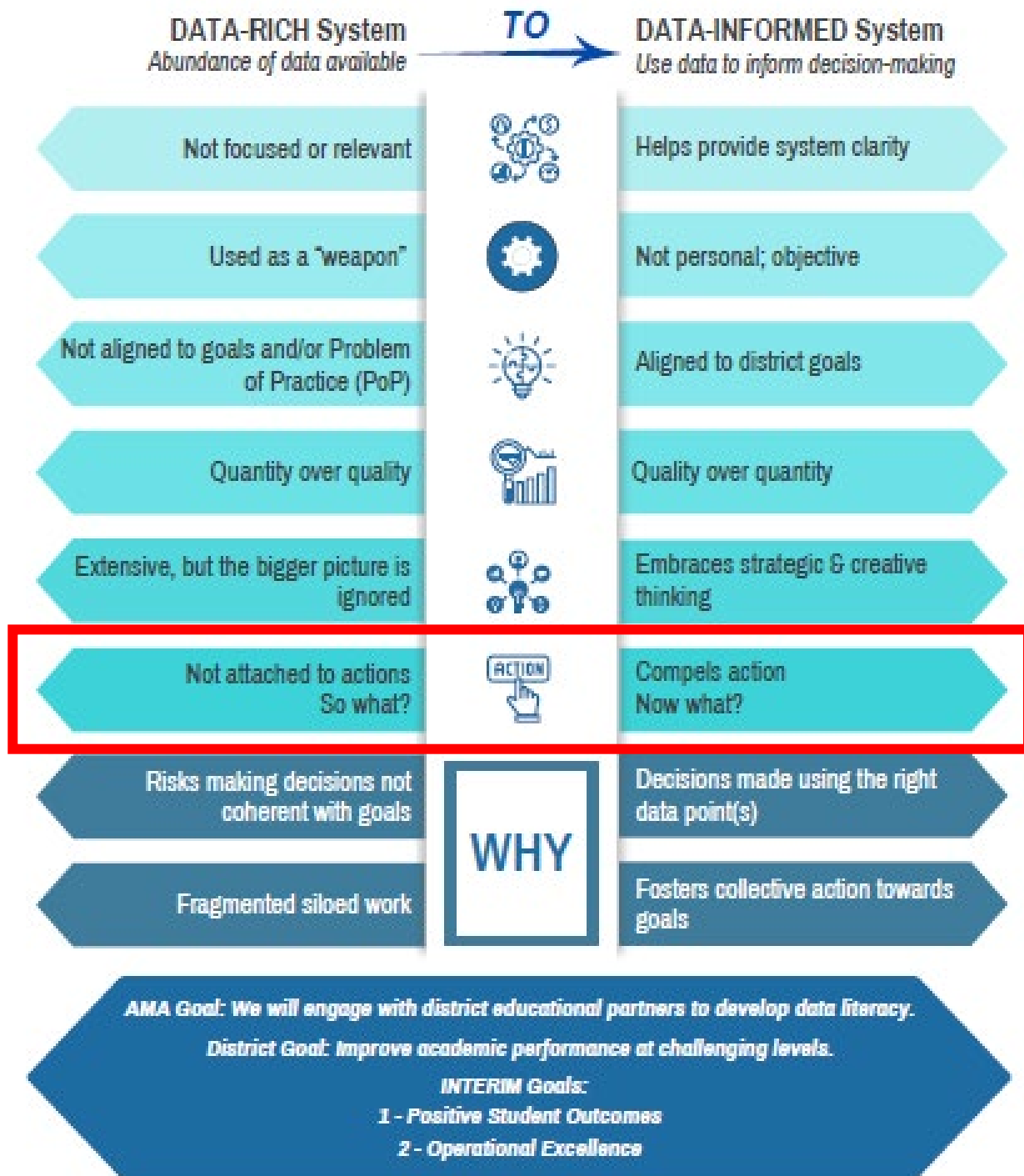
Course: Grade 4

ID	Student Name	Demographics							SBAC ELA						SBAC Math					
									Performance Level			DFS			Performance Level			DFS		
		Race/ Eth	EL	RFP	FY	HL	SED	SWD	2023	2024	YOY Δ	2023	2024	YOY Δ	2023	2024	Δ from 2023	2023	2024	YOY Δ
		Hispanic	0	0	0	0	0	1	Not Met	Not Met	0	-73	-223	-150.0	Not Met	Not Met	0	-190	-148	48.0
		Native American/	1	0	0	0	1	0		Not Met			-201		Not Met				-280	
		Hispanic	0	0	0	0	0	0	Met	Nearly Met	-	8	-53	-81.0	Met	Met	0	1	3	2.0
		White	1	0	0	0	0	0	Not Met	Not Met	0	-100	-131	35.0	Not Met	Not Met	0	-127	-80	41.0
		Hispanic	1	0	0	0	0	0	Not Met	Not Met	0	-87	-113	-28.0	Not Met	Nearly Met	+	-90	-54	42.0
		Hispanic	0	0	0	0	0	0	Not Met	Not Met	0	-109	-84	85.0	Not Met	Not Met	0	-227	-140	81.0
		Hispanic	0	0	0	0	1	0		Nearly Met			-51		Not Met				-155	

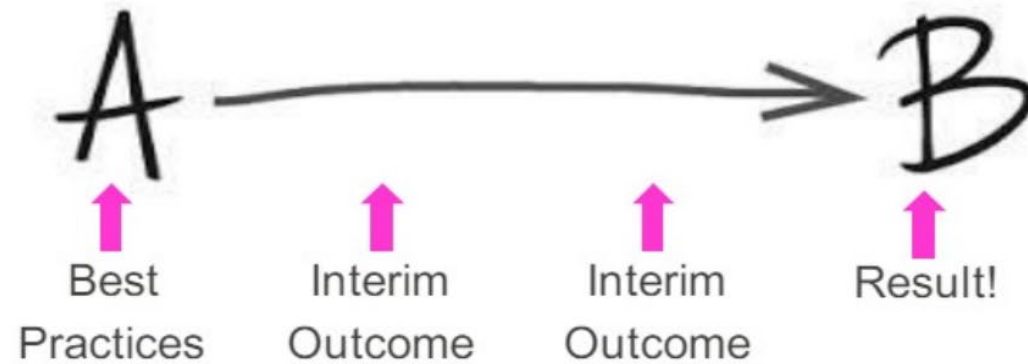


Fresno Unified School District

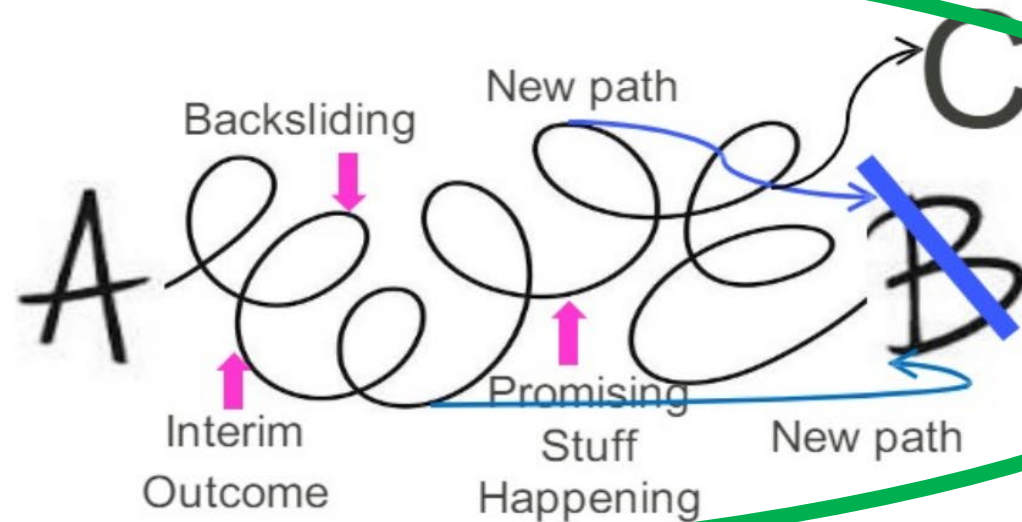
Achieving our Greatest Potential!



Conventional strategies
(sort of) look like this.



Strategies to change
complex systems look
more like.



Student Outcomes Board Governance Strategies: Monitoring Calendar

Student Outcomes Monitoring Calendar (DRAFT)

Board Meeting Date	B Item	Department Presenters	Video Focus
August 28, 2024	SBAC Data/Results - FUSD Overall - By School - By Region - By Grade Level - Moving from data rich to data informed	AMA-data pull Misty to present Instructional Division and AMA to help answer any questions	N/A
September 25, 2024	2 Goals 15 points - What does this look like from the Executive level to each department to school sites? - Moving from whole to part	Interim Supt DEI-Carlos Castillo School Leadership: Natasha/Marie	Video evidence of Carlos Castillo's implementation of the two goals from a department/division perspective
October 9, 2024	2 Goals 15 points - What does this look like at the school sites with implementation? - Leader expectations - School, Site, and Student goal setting - Rigorous teaching and learning in classrooms	SOS Site leaders - Elementary - Middle - High - Specialty	Video evidence of Linda Ramirez's goal setting in action
October 23, 2024	Quarter 1 Check Up How do we know how we are doing as a system? Where are we right now? What does the interim data say? - Ready (D1) - Level Up Intensity areas 3rd grade 8th grade 9th grade on track Foundational Skills Assessment-early literacy *including SPED and student groups (EIs)	AMA-data pull Instructional Division K team 3 rd grade team 8 th grade team 9 th grade team	Video evidence of a 3 rd grade, 8 th grade, and 9 th grade best practice *NEED BEST PRACTICE RECOMMENDATIONS FROM INSTRUCTIONAL DIVISION
November 6, 2024	2 Goals 15 points - Deep dive in early literacy - High performing reading strategies backed with data	AMA-data pull Instructional Division/Early Learning Kindergarten team	Video evidence of best practices in Every Child Is A Reader plan implementation

Student Outcomes Monitoring Calendar (DRAFT)

			*NEED BEST PRACTICE RECOMMENDATIONS FROM INSTRUCTIONAL DIVISION
November 20, 2024	2 Goals 15 points - Fall Climate and Culture Survey - Q1 behavior (Suspensions/Expulsions) - Chronic Absence - Schools who are exceeding the odds with suspensions, expulsions, and chronic absence	AMA-data pull DPI-data pull SOS DPI	Video evidence of best practices for behavior turnaround and attendance turnaround *NEED BEST PRACTICE RECOMMENDATIONS FROM DPI
December 11, 2024	2 Goals 15 points Where are we with site leader expectations and the instructional framework? Updates on School, Teacher, and Student goal setting	SOS Principals - Elementary - Middle - High - Specialty	Video evidence of mid-year goal setting *NEED BEST PRACTICE RECOMMENDATIONS FROM INSTRUCTIONAL DIVISION
December 18, 2024	Quarter 2 Check Up - DRDP-early literacy 3rd grade 8th grade 9th grade on track Foundational Skills Assessment-early literacy *including SPED and student groups (EIs)	AMA-data pull SOS K team 3 rd grade team 8 th grade team 9 th grade team	Video evidence of a 3 rd grade, 8 th grade, and 9 th grade best practice *NEED BEST PRACTICE RECOMMENDATIONS FROM INSTRUCTIONAL DIVISION
January 8, 2025	2 Goals 15 points - Critical pivots for semester 2 district level - How are departments meeting their goals? - Let's Talk Data and correlations to student outcomes	Instructional Division HR Ops Customer Service Team Constituent Services	Video evidence of customer service best practices *NEED BEST PRACTICE RECOMMENDATIONS FROM THE CUSTOMER SERVICE TEAM
January 22, 2025	2 Goals 15 points - Critical pivots for semester 2 site level - Regional literacy updates	Regional teams - Fresno High - Roosevelt - McLane	Video evidence of best practices in Every Child Is A Reader plan implementation



Fresno Unified
School District

DIVERSITY, EQUITY, AND INCLUSION DIVISION

- AFRICAN AMERICAN ACADEMIC ACCELERATION
- ANALYSIS, MEASUREMENT, & accountability
- COMMUNITY SCHOOLS
- DIVERSITY, EQUITY, AND INCLUSION-
Transfers/American Indian Education
- PREVENTION & INTERVENTION

ACHIEVING OUR *GREATEST* POTENTIAL

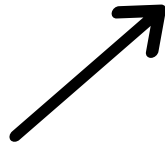
GOALS

Student Outcomes

Operational Excellence



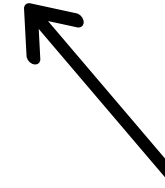
1. Tiered Systems of Support



↑
STRATEGIES

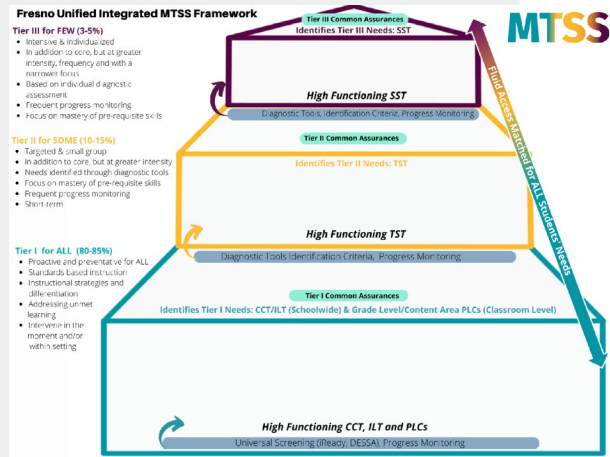


3. Inclusionary Practices



2. Data Informed Decisions

Strategy #1: Tiered Systems of Support



A4 literacy programs:
Data Resources/Practices:
Community Schools Focus:
Cultural Proficiency Training:
Attendance/Intervention:

i-Ready/Waterford
Measurements
Attendance
Surveys/Data Collection
ADA, Chronic Absence,
DESSA
Office Discipline Referrals,
Suspension Data



Strategy #2: Data Informed Decisions



9th Grade A-G:

Analysis for Schools:

High Dosage Tutorial:

Voice from Educational Partners:

School Site Tier 1:

GPA/Behavior/Attendance

Quarterly Reports

i-Ready, Attendance

Qualitative data

Climate Culture Survey

Climate Culture Rubric



Strategy #3: Inclusionary Practices



African American/Black
Family Engagement:
Data Literacy
Family/Community Schools
Cultural Proficiency Whole
Family Trainings:
Discipline Guidelines

Parsec Real/Training
Use of Platforms
Qualitative/Training

Qualitative Data
Suspension, Office
Discipline Referrals,
Interventions



Progress Monitoring

Behavior Data										
2024-25										
Current Year										
2023-24										
Comparison Year YTD										
Multiple Suspension										
Region	School or Region	Cumulative Enrollment	Risk Ratio	Behavior Rate YTD	Behavior Rate YTD Change	# Unique Stu YTD	# Unique Stu YTD Change	% Unique Stu YTD Change	# Incidents YTD	% Incidents YTD Change
All	Multiple	247		0.0%	0.0%	0	0	0.0%	0	0.0%
School Level	Ethnicity / Race	Cumulative Enrollment	Risk Ratio	Behavior Rate YTD	Behavior Rate YTD Change	# Unique Stu YTD	# Unique Stu YTD Change	% Unique Stu YTD Change	# Incidents YTD	% Incidents YTD Change
All	African America...	7		0.0%	0.0%	0	0	0.0%	0	0.0%
	Asian	29		0.0%	0.0%	0	0	0.0%	0	0.0%
	Filipino	1		0.0%	0.0%	0	0	0.0%	0	0.0%
	Hispanic	164		0.0%	0.0%	0	0	0.0%	0	0.0%
	Native America...	1		0.0%	0.0%	0	0	0.0%	0	0.0%
	Pacific Islander	4		0.0%	0.0%	0	0	0.0%	0	0.0%
	Two or more ra...	14		0.0%	0.0%	0	0	0.0%	0	0.0%
	White	27		0.0%	0.0%	0	0	0.0%	0	0.0%
School Name	Foster Youth	Cumulative Enrollment	Risk Ratio	Behavior Rate YTD	Behavior Rate YTD Change	# Unique Stu YTD	# Unique Stu YTD Change	% Unique Stu YTD Change	# Incidents YTD	% Incidents YTD Change
All	Foster	1		0.0%	0.0%	0	0	0.0%	0	0.0%
	Not Foster	246		0.0%	0.0%	0	0	0.0%	0	0.0%
Grade Level	Homeless Youth	Cumulative Enrollment	Risk Ratio	Behavior Rate YTD	Behavior Rate YTD Change	# Unique Stu YTD	# Unique Stu YTD Change	% Unique Stu YTD Change	# Incidents YTD	% Incidents YTD Change
All	Homeless				0.0%	0	0	0.0%	0	0.0%
	Not Homeless	247		0.0%	0.0%	0	0	0.0%	0	0.0%
Behavior Type	Students with Disabilities	Cumulative Enrollment	Risk Ratio	Behavior Rate YTD	Behavior Rate YTD Change	# Unique Stu YTD	# Unique Stu YTD Change	% Unique Stu YTD Change	# Incidents YTD	% Incidents YTD Change
Suspension	SWD	10		0.0%	0.0%	0	0	0.0%	0	0.0%
	Not SWD	237		0.0%	0.0%	0	0	0.0%	0	0.0%
Comparison School Year	School Level	Cumulative Enrollment	Risk Ratio	Behavior Rate YTD	Behavior Rate YTD Change	# Unique Stu YTD	# Unique Stu YTD Change	% Unique Stu YTD Change	# Incidents YTD	% Incidents YTD Change
2023-24	Elem Schools				0.0%	0	0	0.0%	0	0.0%
	K-8 Schools				0.0%	0	0	0.0%	0	0.0%

District Chronic Absenteeism							
2023-24							
Current Year YTD							
2022-23							
Comparison Year YTD							
Region	Cumulative Enrollment	Risk Ratio (District)	Chronic Rate YTD (District)	Chronic Rate YTD Change (District)	# Unique Stu YTD (District)	# Stu YTD Change (District)	% Change of Chron Stu YTD (District)
Multiple	70,726		31.5%	-4.3%	22,255	-3,353	-13.1%
Ethnicity / Race	Cumulative Enrollment	Risk Ratio (District)	Chronic Rate YTD (District)	Chronic Rate YTD Change (District)	# Unique Stu YTD (District)	# Stu YTD Change (District)	% Change of Chron Stu YTD (District)
African American/Black	5,372	1.39	42.6%	-3.2%	2,289	-218	-8.7%
Asian	7,149	0.55	18.0%	-3.1%	1,289	-220	-14.6%
Filipino	153	0.25	7.8%	-11.3%	12	-19	-61.3%
Hispanic	49,401	1.10	32.4%	-4.6%	15,999	-2,461	-13.3%
Native American/Alaskan	487	1.18	37.0%	-4.7%	180	-19	-9.5%
Pacific Islander	304	1.02	32.2%	-3.5%	98	-8	-7.5%
Two or more races	2,657	1.05	32.9%	-4.0%	873	-92	-9.5%
White	5,202	0.92	29.1%	-4.0%	1,515	-315	-17.2%
Foster Youth	Cumulative Enrollment	Risk Ratio (District)	Chronic Rate YTD (District)	Chronic Rate YTD Change (District)	# Unique Stu YTD (District)	# Stu YTD Change (District)	% Change of Chron Stu YTD (District)
Foster	690	1.28	40.3%	2.6%	278	5	1.8%
Not Foster	70,036	0.78	31.4%	-4.4%	21,977	-3,358	-13.3%
Homeless Youth	Cumulative Enrollment	Risk Ratio (District)	Chronic Rate YTD (District)	Chronic Rate YTD Change (District)	# Unique Stu YTD (District)	# Stu YTD Change (District)	% Change of Chron Stu YTD (District)
Homeless	795	2.42	75.0%	0.8%	596	-23	-3.7%
Not Homeless	69,931	0.41	31.0%	-4.4%	21,659	-3,330	-13.3%
Students with Disabilities	Cumulative Enrollment	Risk Ratio (District)	Chronic Rate YTD (District)	Chronic Rate YTD Change (District)	# Unique Stu YTD (District)	# Stu YTD Change (District)	% Change of Chron Stu YTD (District)
SWD	10,035	1.27	38.6%	-5.8%	3,871	-429	-10.0%
Not SWD	60,691	0.79	30.3%	-4.2%	18,384	-2,924	-13.7%
School Level	Cumulative Enrollment	Risk Ratio School Level (District)	Chronic Rate YTD (District)	Chronic Rate YTD Change (District)	# Unique Stu YTD (District)	# Stu YTD Change (District)	% Change of Chron Stu YTD (District)
Elem Schools	38,275	0.96	30.8%	-4.4%	11,791	-1,884	-13.8%
K-8 Schools	2,308	0.76	24.2%	-4.5%	558	-118	-17.5%
Middle Schools	10,485	0.98	31.0%	-3.3%	3,255	-298	-8.4%
High Schools	19,910	1.13	34.3%	-4.8%	6,823	-1,145	-14.4%

Progress Monitoring



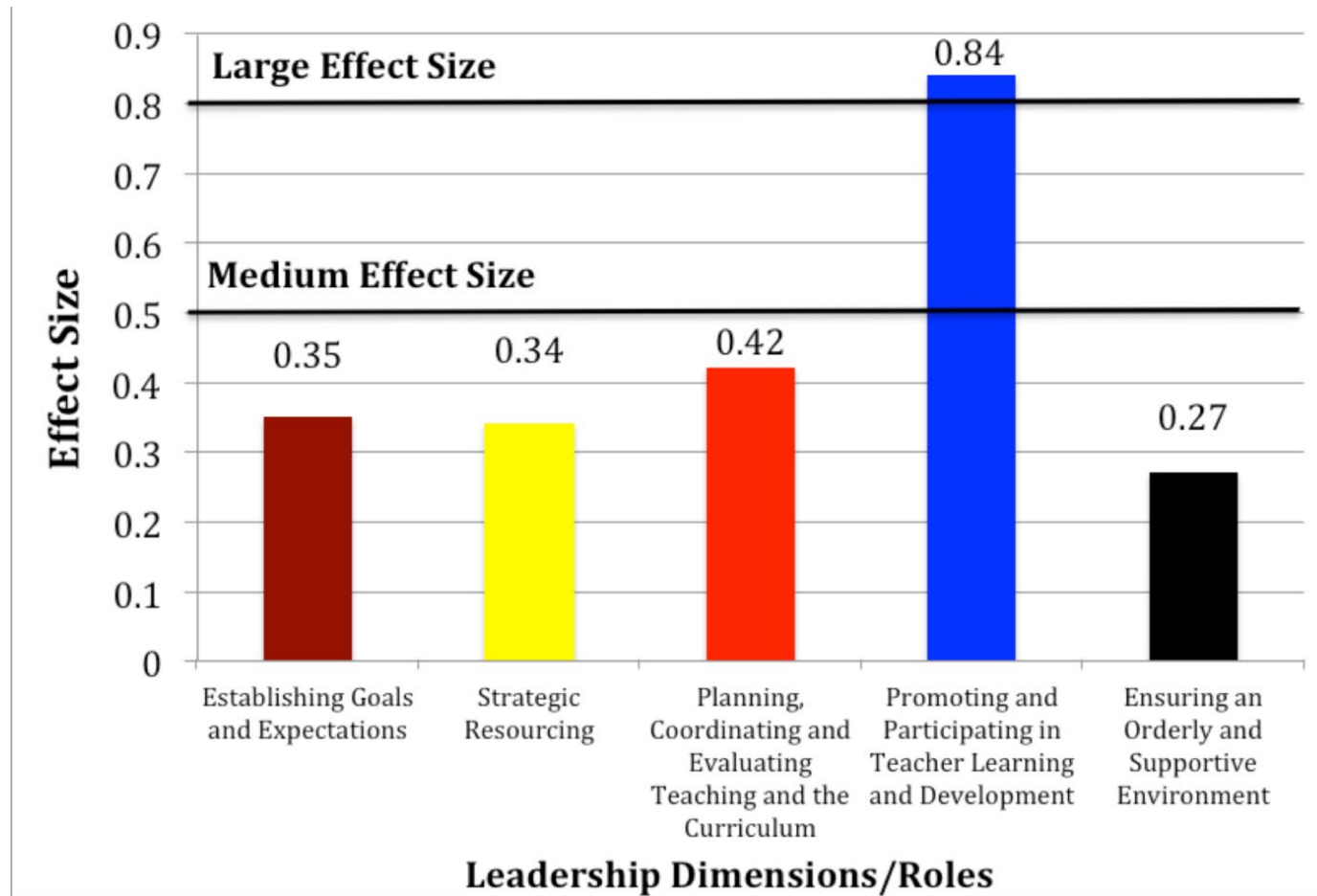
FUSD's Overall Growth Level was Strong



Instructional Division

- Alternative Education
- College and Career Readiness
- Curriculum, Instruction and Assessment
- Customer Service Team
- Early Learning
- English Learner Services
- School Leadership
- Special Education
- Student Engagement

Principal Impact on Student Outcomes



Site Leader School Improvement Framework

What is a Framework?

- the parts of a building or an object that support its weight and give it shape
- a set of beliefs, ideas or rules that is used as the basis for making judgements, decisions, etc.
- the structure of a particular system

Oxford Learner's Dictionary

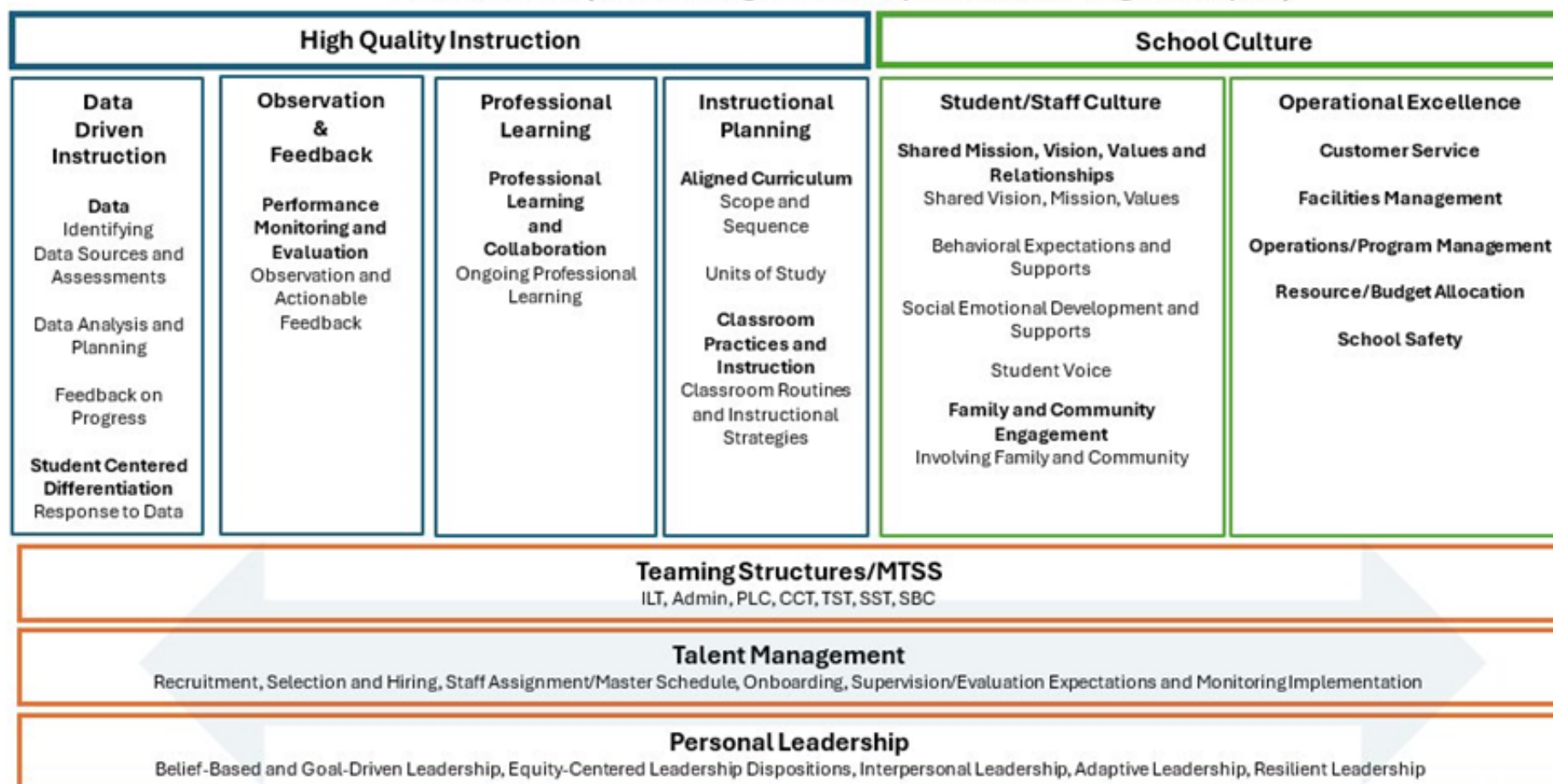


Site Leader School Improvement Framework

California Professional Standards for Education Leaders (CPSEL)

Standard 1 Development and Implementation of a Shared Vision <i>Building a Shared Vision</i>	Standard 2 Instructional Leadership <i>Facilitate Meaningful Instruction</i>	Standard 3 Management and Learning Environment <i>Nurturing Diversity</i>	Standard 4 Family and Community Engagement <i>Fostering Community Trust</i>	Standard 5 Ethics and Integrity <i>Advancing Equity and Achievement</i>	Standard 6 External Context and Policy <i>Student Centered Decision Making</i>
---	---	--	--	--	---

Levers/Actions (from *Leverage Leadership* and *Breakthrough Principals*)



Site Leader School Improvement Framework: A Theory of Action

“If principal supervisors focus on helping principals grow as instructional leaders, then principals will do so, teaching quality will improve, and, ultimately, each student will realize excellent outcomes.”

(Honig and Rainey 2019)

SOS Actions			
	Moving to Stage 1	Moving to Stage 2	Moving to Stage 3
Fostering Learners' Agency	Share DDI continuum with leader and have leader self-assess practices and establish goals.	Ask leader to share artifacts (e.g., protocols, calendars, action plans).	Provide opportunities for leader to lead regional ILT processes.
Joint Work Moves	Review data with leader; explore data reports to surface observations and questions.	Explore CAASPP ecosystem with leader.	Co-plan with leader a structure and process for teachers to observe instruction and link instructional practice to student outcomes.
Modeling	Provide examples and templates of assessment calendars, rubrics, performance tasks, RTI schedules.	Provide examples of rubrics and performance tasks.	Model protocols for engaging in data chats.
Talk Moves	Use questions/prompt leader to consider multiple sources of data to confirm or challenge conclusions.	Ask leader to identify findings or next steps from review of grading practices.	Reflect with leader on moves made to support staff in using asset-based language, culturally responsive practices, and research-based practices in response to data.

Action 2: Data Analysis and Action Planning		
	PRINCIPAL ACTIONS	SCHOOL ACTIONS
STAGE 1	Provide protocols or coaching to support PLCs to review student work and other forms of student-level data. Facilitate teams to explicitly link findings from assessment to plans for changing instructional practice. Model assessment literacy for staff: understanding of state and local assessments, how to access data and analyze results, and identify additional sources of data/information to build a more comprehensive picture. Communicate school-wide data and identify student outcome goals.	Teachers review assessments at the beginning of each unit and anticipate needs for instruction as a result. Student data are consistently used as the basis for decisions around instruction and adult professional learning. Staff are provided with disaggregated data to identify equity gaps. Teacher teams review student outcome data, identify root causes, and engage in goal setting.

The Role of the Principal Supervisor

“Principal supervisors work with principals to improve teaching and learning by coaching them to build and guide leadership teams, create collaborative professional learning for teachers, observe and provide feedback in classrooms, and create principal learning opportunities, among other activities.”

(National Institute for Excellence in Teaching, 2021)

The Role of the Principal Supervisor

- 1:1 Site Visits
- Monthly Principal Meetings
- Instructional Practice Walks
- Principal Professional Learning Communities
- Literacy Plan Implementation
- Regional Instructional Lead Team Meetings
- Other Supports as Needed



Principal Supervisor Progress Monitoring

All schools receive at least one monthly principal supervisor site visit. Increased site visit frequency is determined by several school factors:

- Summative, formative and interim assessment results
- Principal experience
- Teacher experience
- School culture



2 Goals (Big Rocks)

- Positive Student Outcomes-15 pt DFS
- Operational Excellence-Customer Service



Strategies (Pebbles)

- Departments
- Sites



Implementation (Sand)

- Learn by doing



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM B-3

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Present and Discuss the Charter School Renewal Process Review for 2024/25

ITEM DESCRIPTION: Included in the Board binders is a presentation which provides an overview of the charter school renewal process. The purpose of this presentation is to provide the Board and community information in preparation for four charter school renewals during the 2024/25 school year. The following information will be provided:

- Brief legislative history of charter schools
- Information regarding charter school renewal process
- Legal timelines and requirements for charter school renewal
- Tentative schedule and approximate Board meeting dates for renewal decision hearings

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

PREPARED BY: Marie Williams., Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed.D. 

INTERIM SUPERINTENDENT APPROVAL: 



Fresno Unified
School District



Charter School Renewals 2024/2025

Board Meeting September 25, 2024

9/25/2024



Agenda

- Brief legislative history.
- Information regarding charter school renewal process and cycle.
- Performance Categories
- Tentative schedule and approximate Board dates for renewal decision hearings.
- Legal timelines and requirements for charter school renewal.
- Q & A

Charter Legislation History - Charter School Act 1992

1998-2005

AB 544
Prop 39
SB 434
SB 326
SB 675
SB 740
AB 15
AB 1994
AB 1137

2005-2019

AB 1290
SB 1016
SB 91
AB 406
SB 126

July 2019

AB 1505
AB 1507

July 2020

AB 130

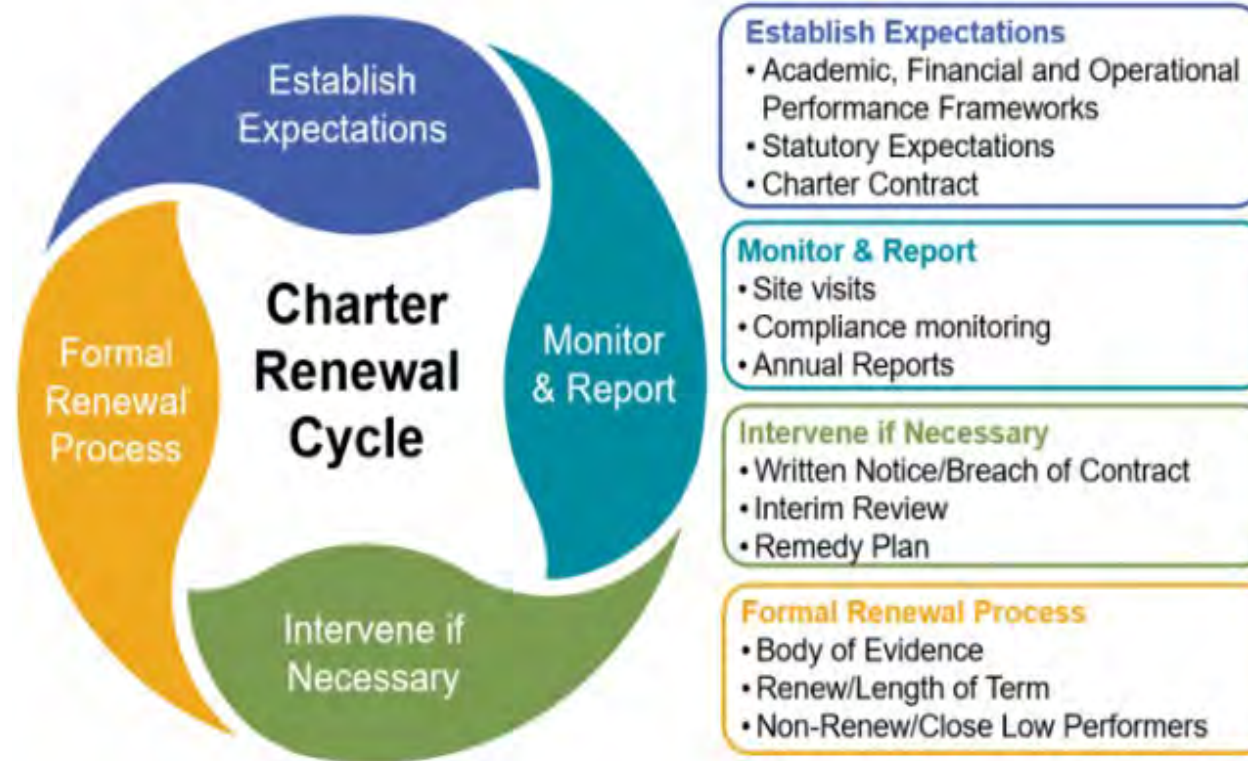
July 2021

SB 114

Renewals Stop
Temporarily
Covid -19
3 -year extension

Renewal Process

The Charter Renewal Process



A Closer Look – Past and Future

Guiding Questions



Review New Petition



Renewal Timeline



Day	Action
Day 0	Certified Delivery of Renewal Petition
No Later than Day 60	Public Hearing
On or before 15 Days Prior to Decision Hearing	Publish Report of Factual Findings
Within 90 Days	FUSD Board Decision Hearing to Grant or Deny Renewal

Academic Accountability - Performance Categories

ALL State Academic Indicators for Previous Two Years

English
Language
Arts/Literacy

Mathematics

Chronic
Absenteeism

English
Learner
Progress

Graduation
Rate

College/
Career

Suspension
Rate

Academic Accountability - Additional Performance Indicators

Status for the following academic indicators with a performance color for the **two previous Dashboard years**:

English
Language
Arts/Literacy

Mathematics

English
Learner
Progress

College/
Career

Performance Renewal Tiers Summary - AB 1505

High	- Presumptive Renewal - Can be renewed for 5, 6, or 7 years
Middle	- No Default Recommendation - Can be renewed for 5 years
Low	- Presumptive Denial - Can be renewed for 2 years with PIP

High	- Presumptive Renewal - Can be renewed for 5, 6, or 7 years
Middle	- No Default Recommendation - Can be renewed for 5 years
Low	- Presumptive Denial - Can be renewed for 2 years with PIP

AB 1505 DASS Charter Renewal: Legal Framework EC Section 47606 (c)(7)

Data Authorizer Must Consider

Performance on the [Dashboard] state and local indicators

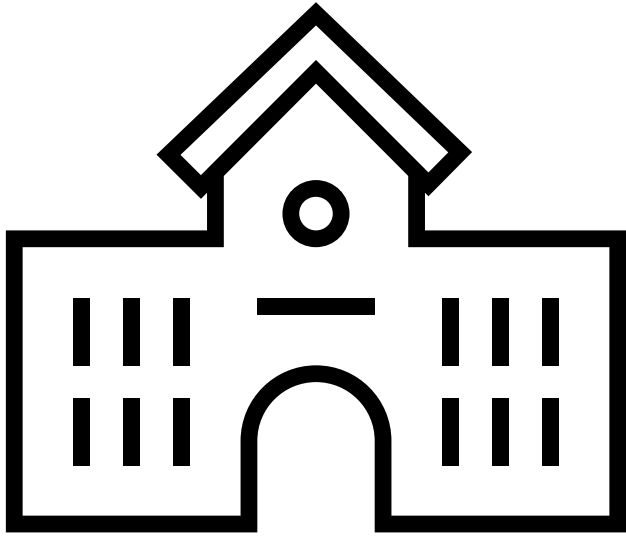
AND



Performance on Alternative Metrics

2024/2025 Renewal Cycles & Charter School Visits

School	Grade Level	Date	Type of Visit
University High Aspen Valley Aspen Meadow Sierra Charter	9-12 th TK-6 th TK-6 th K-12 th	September 12 September 24 October 17 December 12	Renewals Sept. – Feb.
School of Unlimited Learning Dailey Golden Charter Academy Aspen Ridge Carter G. Woodson Endeavor	9-12 th K-5 th TK-6 th 7-12 th 7-12 th TK-12 th	January 30 February 13 February 27 March 6 March 27 April 24	Annual Oversight Jan. - Apr.



Thank You!

Please contact us if you have any questions.

Charter Office – (559) 457-3923

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM B-4

ACTION REQUESTED: DISCUSS and ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Hold a Public Hearing and Adopt Resolution 25-17, Certifying Sufficiency of Instructional Materials

ITEM DESCRIPTION: Included in the Board binders Resolution Number 25-17 certifying that all Fresno Unified students have standards-aligned textbooks and instructional materials. Annually, the governing Board of each district is required to hold a public hearing and adopt a resolution stating whether each pupil, including English Learners, has standards-aligned textbooks and instructional materials in the following subject areas: English language arts, mathematics, history/social science, health (grades seven through twelve), foreign language (grades seven through twelve), and science equipment in grades nine through twelve. A survey, to determine sufficient instructional materials at each school site, was administered to all schools (transitional kindergarten through grade twelve).

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed.D., 

INTERIM SUPERINTENDENT APPROVAL: 



BOARD OF EDUCATION

Susan Wittrup, President
Valerie F. Davis, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Andy Levine
Keshia Thomas

INTERIM SUPERINTENDENT

Mao Misty Her

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

RESOLUTION 25-17

**In the Matter of
Sufficiency of Instructional Materials**

WHEREAS, the governing Board of the Fresno Unified School District, in order to comply with the requirements of Education Code Section 60119 held a public hearing on September 25, 2024, at five-thirty o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing Board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing Board at the public meeting detailed the extent to which web-based and electronic/digital curriculum, textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has access to web-based and electronic/digital curriculum, a textbook or instructional materials, or combination, to use in class and to take home, and;

WHEREAS, sufficient textbooks and/or instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an adopted program

WHEREAS, sufficient textbooks and/or instructional materials were provided to each pupil in grades 7-12 enrolled in foreign language and health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9- 12, inclusive, and;

WHEREAS, the District's use of web-based and electronic/digital curriculum, textbooks and instructional materials requirements is consistent with law as long as students have access to computers or other devices and the Internet in school and at home, and that students with digital textbooks or instructional materials have access to computers or other devices in school and at home; and

WHEREAS, District administration has demonstrated that sufficient digital curriculum, textbooks or instructional material, and internet access equipment are being provided to each student and said materials are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks, in substantial accordance with Education Code Section 60119 within the required distance learning context.

NOW, THEREFORE, BE IT FURTHER RESOLVED for the 2024/25 school year, that the Board does hereby provide public notice and has been provided each pupil with sufficient textbooks and/or instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

ADOPTED September 25, 2024, by the following vote:

AYES: 7
NOES: 0
ABSENT: 0



Susan Wittrup, Board President



Mao Misty Her, Interim Superintendent

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-5

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

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: Malati Gopal

DIVISION: Human Resources

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:



Fresno Unified School District

Date: 9-25-2024

The Interim 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 2024-2025.

ELECTIONS

Certificated Personnel

1086531	Aycock	Susan	Specialist, Resource, Sp Ed	Vinland Elementary	8/19/2024
1067576	Baird	Stefanie	Teacher, Lrng Hndcp, Sdc	Tehipite Middle	8/14/2024
1031572	Chatman	Amy	Teacher, Elementary	Centennial Elementary	8/14/2024
1086392	Cione	Conrad	Nurse	Health Services	8/14/2024
1081399	Espinoza	Veronica	Teacher, Autistic, Sdc	Wishon Elementary	8/16/2024
1083488	Fesili	Tufue	Teacher, Handicapped, Severely	Lane Elementary	8/9/2024
1078261	Francis	Tenishea	Teacher, Middle School	Ahwahnee Middle School	8/14/2024
1063695	Fulford	Michael	Teacher, Senior High	Edison High	8/14/2024
1086582	Gallego	Delisa	Teacher, Middle School	Ahwahnee Middle School	8/14/2024
1083476	Gamboa	Denise	Teacher, Elementary	Slater Elementary	8/12/2024
1084195	Garcia	Gabriela	Teacher, Elementary	Anthony Elementary	8/9/2024
1086277	Garcia	Rachel	Teacher, Elementary	Vang Pao Elementary	8/19/2024
1086497	Goodale	Stephen	Teacher, Senior High	McLane High School	8/14/2024
1084077	Gutierrez	Jacqueline	Teacher, Elementary	Herrera Elementary	8/14/2024
1075058	Hall	Tiffany	Teacher, Autistic, Sdc	Special Ed	8/14/2024
1045437	Hernandez	Pa	Teacher, Lrng Hndcp, Sdc	Hidalgo Elementary	8/9/2024
1070481	Hoke	Haley	Teacher, Lrng Hndcp, Sdc	Lincoln Elementary	8/8/2024
1086499	Jacques	Nicole	Teacher, Music, Elementary	Music/Visual and Perform Arts	8/14/2024
1086595	Janzer	Justin	Specialist, Resource, Sp Ed	Bullard High	8/19/2024
1067512	Jones	Timmesha	Teacher, Senior High	Bullard High School	8/19/2024
1082680	Kappitz	Alexis	Teacher, Elementary	Fremont Elementary	8/19/2024
1083491	Lopez	Rachael	Teacher, Elementary	Heaton Elementary	8/8/2024
1066159	Lowe Jr	Timothy	Teacher, Autistic, Sdc	Special Ed	8/19/2024
1060322	Lozano	Lucia	Teacher, Bilingual	Burroughs Elementary	8/12/2024
1086466	Magana Chavez	Diana	Teacher, Pre-School	Herrera Elementary	8/14/2024
1078183	Marquez	Alliyah	Teacher, Pre-School	Powers Elementary	8/14/2024
1080180	Martinez Torres	Jocelynn	Teacher, Elementary	Aynesworth Elementary	8/5/2024
1079608	Mccoy	Ricky	Specialist, Resource, Sp Ed	Roosevelt High	8/14/2024
1081018	McKnight	Conner	Teacher, Elementary	Winchell Elementary	8/12/2024
1084602	Mcmillan	Shavonna	Teacher, Autistic, Sdc	Olmos Elementary	8/14/2024
1086500	Medley	Andrew	Teacher, Lrng Hndcp, Sdc	McLane High	8/14/2024
1081364	Munoz	Clara	Teacher, Senior High	Sunnyside High	8/14/2024
1065727	Nance	Kristine	Teacher, Middle School	Yosemite Middle School	8/13/2024
1086563	Nash	Lauren	Teacher, Senior High	Duncan Polytech High	8/14/2024
1083500	Neal	Tomica	Teacher, Middle School	Tenaya Middle School	8/1/2024
1082671	Noyes Gayton	Ramiro	Teacher, Elementary	Pyle Elementary	8/6/2024
1074118	On	Juana	Teacher, Elementary	Bullard Talent 7-8	8/14/2024

1069925	Ortiz-Lagos	Brenda	Teacher, Lrng Hndcp, Sdc	Aynsworth Elementary	8/14/2024
1074989	Osuna	Humberto	Teacher, Middle School	Tenaya Middle	8/14/2024
1086535	Pace	Brieanna	Teacher, Vocational Education	Duncan Polytech High	8/14/2024
1063842	Phaphouampheng	Maria	Teacher, Bilingual	Sunset Elementary	8/14/2024
1075273	Ramirez	Keith	Specialist, Resource, Sp Ed	Figarden Elementary	8/14/2024
1007252	Reimer	Melissa	Teacher, Middle School	Gaston Middle	8/16/2024
1080478	Rhodehamel	Ami	Teacher, Elementary	Mccardle Elementary	8/14/2024
1077217	Rodriguez	Susan	Teacher, Autistic, Sdc	Starr Elementary	8/22/2024
1048568	Rojas	Victoria	Teacher, Autistic, Sdc	Figarden Elementary	8/14/2024
1086534	Swertfager	Christina	Teacher, Music, Elementary	Duncan Polytechnical	8/14/2024
1082600	Tovar	Nathaniel	Teacher, Middle School	Cooper Middle	8/14/2024
1067714	Vaughn	Devinne	Teacher, Autistic, Sdc	Jefferson Elementary	8/13/2024
1086598	Waller	Ray	Teacher, Senior High	Bullard High	8/19/2024
1083875	Xiong	Angela	Teacher, Elementary	Vang Pao Elementary	8/12/2024

Classified Personnel

1086505	Aguirre	Matthew	Paraprof, Mild/Moderate Support Needs	Slater Elementary	8/14/2024
1080927	Al Karawi	Kawakib	Paraprof, After Schl/Ext Day	Thomas Elementary	8/16/2024
1086562	Allen	Chardonay	Paraprof, Extensive Support Needs	Homan Elementary	8/14/2024
1069882	Alvarado Paz	Erika	Paraprof, Bilingual Spanish	Lowell Elementary	8/16/2024
1086472	Alvarez	Michelle	Paraprof, Extensive Support Needs	Special Ed	8/14/2024
1063694	Anderson	Ron	Assistant, Campus Safety	Security Office	8/15/2024
1086216	Aparicio	Moises	Paraprof, Mild/Moderate Support Needs	Wishon Elementary	8/14/2024
1086564	Athari Anaraki	Setareh	Paraprof, Extensive Support Needs	Special Ed	8/14/2024
1086573	Avalos Ruiz	Martha	Paraprof, Extensive Support Needs	Ayer Elementary	8/14/2024
1086558	Azurdia Randel	Sandra	Paraprof, Extensive Support Needs	Robinson Elementary	8/14/2024
1086574	Banks	Courtney	Paraprof, Mild/Moderate Support Needs	Cooper Middle	8/14/2024
1086539	Barajas-tovar	Erika	Paraprof, Instructional Asst	Olmos Elementary	8/16/2024
1086566	Bell	Michael	Paraprof, After Schl/Ext Day	Malloch Elementary	8/16/2024
1086467	Bernal	Alyce	Paraprof, Extensive Support Needs	Robinson Elementary	8/14/2024
1086475	Brashears	Jerahmy	Paraprof, Extensive Support Needs	Pyle Elementary	8/14/2024
1086579	Camacho	Maria	Paraprof, Early Chldhd Mil/Mod Support Needs	Wolters Elementary	8/14/2024
1049530	Camargo	Shavelle	Paraprof, Mild/Moderate Support Needs	Robinson Elementary	8/14/2024
1081902	Carrillo	Erica	Assistant, Campus Safety	Security Office	8/15/2024
1086538	Carrillo	Sandra	Paraprof, Child Development Bilingual	Lane Elementary	8/16/2024
1086473	Cepeda	Christina	Paraprof, Mild/Moderate Support Needs	Tehipite Middle School	8/14/2024
1067971	Chacon	Frank	Assistant, Campus Safety	Roosevelt High	8/15/2024
1086567	Chang	Padra	Paraprof, Bilingual Hmong	Balderas Elementary	8/16/2024
1077518	Chavarria	Sarah	Nutrition Services Assistant	Food Services	1/26/2024
1076772	Clarke	Darrell	Driver, Bus	Transportation	9/30/2024
1086575	Cordova	Leticia	Paraprof, Mild/Moderate Support Needs	Robinson Elementary	8/14/2024
1086568	Cortez	Adriana	Paraprof, Mild/Moderate Support Needs	Wilson Elementary	8/14/2024

1086516	Covarrubias	Andrea	Paraprof, Instructional Asst	Ericson Elementary	8/16/2024
1086471	Delacruz	Priscilla	Paraprof, Extensive Support Needs	Special Ed	8/14/2024
1086565	Dote	Danae	Paraprof, Child Development	Anthony Elementary	8/16/2024
1086484	Duarte	Zoey	Paraprof, Mild/Moderate Support Needs	Lincoln Elementary	8/14/2024
1086476	Favila	Juan	Paraprof, Extensive Support Needs	Edison High School	8/14/2024
1070985	Felix-Gutierrez	Jeileen	Paraprof, Instructional Asst	Centennial Elementary	8/16/2024
1074305	Fernandez Flores	Brisa	Paraprof, Extensive Support Needs	Mayfair Elementary	8/16/2024
1076394	Figueroa Leyva	Christian	Paraprof, Mild/Moderate Support Needs	Fresno High School	8/14/2024
1068755	Fleenor	Elisa	Paraprof, Mild/Moderate Support Needs	Manchester Gate Elementary	8/14/2024
1086514	Flores	Aurora	Paraprof, Instructional Asst	Homan Elementary	8/16/2024
1086515	Gallardo	Noel	Paraprof, Extensive Support Needs	Scandinavian Middle School	8/14/2024
1086546	Garcia	Cristine	Paraprof, Mild/Moderate Support Needs	Edison-Computech 7-8	8/14/2024
1086560	Garcia	Jose	Paraprof, Mild/Moderate Support Needs	Fresno High School	8/16/2024
1086469	Gobeli	Morgan	Paraprof, Instructional Asst	Storey Elementary	8/16/2024
1079376	Gomez	Briana	Paraprof, Extensive Support Needs	Kings Canyon Middle School	8/19/2024
1086528	Gomez	Robert	Paraprof, Mild/Moderate Support Needs	Special Ed	8/14/2024
1086517	Gonzalez	Catherine	Paraprof, Extensive Support Needs	Mayfair Elementary	8/14/2024
1086532	Gonzalez	Grace	Paraprof, Instructional Asst	Jefferson Elementary	8/16/2024
1086490	Gottlieb	Ryan	Paraprof, Extensive Support Needs	Ewing Elementary	8/14/2024
1086521	Graciano	Blanca	Paraprof, After Schl/Ext Day	Terronez Middle School	8/16/2024
1083779	Gutierrez	Cassandra	Paraprof, After Schl/Ext Day	Forkner Elementary	8/16/2024
1086518	Guzman	Yoselin	Paraprof, After Schl/Ext Day	Malloch Elementary	8/16/2024
1086488	Harris	Charnasia	Paraprof, After Schl/Ext Day	Figarden Elementary	8/16/2024
1086479	Hebert	Linda	Paraprof, Mild/Moderate Support Needs	Duncan Polytech High	8/14/2024
1086519	Hernandez	Rosalia	Paraprof, Mild/Moderate Support Needs	Scandinavian Middle	8/14/2024
1086492	Hernandez Maldonado	Nayely	Specialist, Tier II Intervention	Prevention And Intervention	8/16/2024
1085828	Higle	Christina	Paraprof, Mild/Moderate Support Needs	Terronez Middle	8/14/2024
1086465	Higuera	Raquel	Paraprof, Child Development	Lincoln Elementary	8/16/2024
1086491	Howell	Ethan	Paraprof, After Schl/Ext Day	McCardle Elementary	8/16/2024
1082282	Jacobo	Monica	Nutrition Services Assistant	Nutrition Services	11/28/2023
1086547	Jacobo-loaeza	Ana	Paraprof, Child Development Bilingual	Winchell Elementary	8/16/2024
1086533	James	Galed	Paraprof, After Schl/Ext Day	Bullard Talent K-8	8/16/2024
1086572	Kaur	Prabhjot	Paraprof, Instructional Asst	Addams Elementary	8/16/2024
1086570	Kaur	Simranpreet	Paraprof, Instructional Asst	Addams Elementary	8/16/2024
1082902	Kay	Mary	Paraprof, Mild/Moderate Support Needs	Scandinavian Middle School	8/16/2024
1086530	Kelley	Cloe	Paraprof, Mild/Moderate Support Needs	Sunset Elementary	8/14/2024
1086513	Kerber	Sabrina	Paraprof, Mild/Moderate Support Needs	Powers Elementary	8/14/2024
1062153	Lamar	Trina	Paraprof, After Schl/Ext Day	Wolters Elementary	8/16/2024
1086581	Landeros	Trina	Speech Language Pathologist Assistant	Special Ed	8/16/2024

1085205	Lara	Brittany	Paraprof, After Schl/Ext Day	Aynesworth Elementary	8/19/2024
1081982	Ledger	Leslie	Paraprof, Instructional Asst	Calwa Elementary	8/16/2024
1086468	Lee	Gaonuhli	Paraprof, Instructional Asst	Wolters Elementary	8/16/2024
1082215	Lee	Jeanne	Nutrition Services Assistant	Nutrition Services	10/18/2023
1086523	Lemus Tucker	Magdalena	Paraprof, Instructional Asst	Ericson Elementary	8/16/2024
1086571	Lucio	Selah	Paraprof, Instructional Asst	Fremont Elementary	8/16/2024
1086569	Luna	Adriana	Paraprof, Instructional Asst	Aynesworth Elementary	8/16/2024
1086569	Luna	Adriana	Paraprof, Instructional Asst	Aynesworth Elementary	9/1/2024
1086545	Martinez	Leah	Paraprof, Instructional Asst	Figarden Elementary	8/16/2024
1086524	Martinez Hernandez	Jessica	Paraprof, Mild/Moderate Support Needs	Malloch Elementary	8/14/2024
1081540	Matthews	Rajah	Assistant, Campus Safety	Edison High	8/15/2024
1069970	Mendez	David	Assistant, Campus Safety	Fresno High School	8/16/2024
1086577	Minjarez	Jeanice	Paraprof, After Schl/Ext Day	Tehipite Middle School	8/19/2024
1086520	Montez	Francisco	Paraprof, Extensive Support Needs	Hoover High School	8/14/2024
1086580	Morales Gonzalez	Juan	Paraprof, Instructional Asst	Figarden Elementary	8/16/2024
1086478	Morgan	Makenna	Paraprof, Mild/Moderate Support Needs	Wolters Elementary	8/14/2024
1060869	Morris	Joyce	Paraprof, Instructional Asst	Norseman Elementary	8/16/2024
1050772	Moua	Goldzoua	Paraprof, Extensive Support Needs	Heaton Elementary	8/14/2024
1085692	Moua	Ka	Nutrition Services Assistant	Food Services	3/4/2024
1086541	Moua	Muachee	Paraprof, Instructional Asst	Vinland Elementary School	8/16/2024
1086525	Moua	Sonja	Paraprof, After Schl/Ext Day	Fort Miller Middle School	8/16/2024
1069452	Munoz	Bonnie	Paraprof, Child Development	Calwa Elementary	8/16/2024
1073875	Murrieta Saldana	Melissa	Paraprof, After Schl/Ext Day	Hamilton School	8/16/2024
1081394	Omar	Ava	Paraprof, Mild/Moderate Support Needs	Addams Elementary	8/14/2024
1086540	Ortiz	Jeannette	Paraprof, After Schl/Ext Day	Manchester Gate Elementary	8/16/2024
1086578	Padilla	Jennifer	Paraprof, Instructional Asst	Eaton Elementary	8/16/2024
1084050	Paredes	Joe	Assistant, Campus Safety	Addams Elementary	8/16/2024
1069997	Payne	Lani	Paraprof, After Schl/Ext Day	Fort Miller Middle	8/16/2024
1081668	Pen	Douk	Nutrition Services Assistant	Nutrition Services	10/13/2023
1086489	Pimentel Espinoza	David	Paraprof, After Schl/Ext Day	Herrera Elementary	8/16/2024
1086522	Ramirez	Aerah	Paraprof, Instructional Asst	Olmos Elementary	8/16/2024
1086526	Real	Beatrice	Paraprof, Mild/Moderate Support Needs	McCardle Elementary	8/14/2024
1086527	Real	Ronnie	Paraprof, Instructional Asst	McCardle Elementary	8/16/2024
1086506	Reaves	Kelliona	Paraprof, Mild/Moderate Support Needs	Tehipite Middle School	8/14/2024
1064758	Reyes	Jocelyn	Manager, School Office Elementary	Thomas Elementary	8/1/2024
1086485	Rico	Stephen	Paraprof, After Schl/Ext Day	Malloch Elementary	8/16/2024
1083339	Rios	Jonathan	Nutrition Services Assistant	Food Services	10/16/2023
1086552	Rios	Omar	Paraprof, After Schl/Ext Day	Eaton Elementary	8/16/2024
1086542	Robertson	Sandra	Paraprof, Extensive Support Needs	Olmos Elementary	8/16/2024
1083606	Rodriguez	Fatima	Paraprof, After Schl/Ext Day	Addams Elementary	8/16/2024
1086482	Rodriguez	Jennifer	Paraprof, Extensive Support Needs	Homan Elementary	8/14/2024
1086498	Rojas	Xzavian	Paraprof, After Schl/Ext Day	Mayfair Elementary	8/16/2024
1086474	Romero Guillen	Erandy	Paraprof, Extensive Support Needs	Starr Elementary	8/14/2024
1086502	Ross	Candace	Paraprof, After Schl/Ext Day	Bakman Elementary	8/16/2024

1064487	Salas	Brandie	Paraeducator, Soc Emot Intv	Edison High School	8/14/2024
1086486	Salcedo	Jessica	Paraprof, After Schl/Ext Day	Herrera Elementary	8/16/2024
1086548	Santillan	Yuliana	Paraprof, Bilingual Spanish	Rowell Elementary	8/16/2024
1086503	Scalese	Erika Jasmine	Paraprof, Mild/Moderate Support Needs	Calwa Elementary	8/14/2024
1086543	See	Adrian	Paraprof, After Schl/Ext Day	Lowell Elementary	8/16/2024
1080199	Sepulveda Jr	Jose	Assistant, Campus Safety	Cesar Chavez Adult School	8/19/2024
1086487	Smith	Daniel	Paraprof, After Schl/Ext Day	Storey Elementary	8/16/2024
1086509	Terriquez	Carla	Paraprof, Mild/Moderate Support Needs	Balderas Elementary	8/14/2024
1086504	Torres Ferrel	Alexandra	Paraprof, Early Chldhd Mil/Mod Support Needs	Hidalgo Elementary	8/14/2024
1086544	Tovar-davis	Sharon	Paraprof, Extensive Support Needs	Rata	8/16/2024
1086510	Travis	Kimisha	Paraprof, Mild/Moderate Support Needs	Tenaya Middle	8/14/2024
1086507	Valencia	Alejandra	Paraprof, After Schl/Ext Day	Wawona Middle	8/16/2024
1086480	Valencia	Laura	Paraprof, Mild/Moderate Support Needs	Bakman Elementary	8/14/2024
1086493	Valencia	Miranda	Specialist, Tier II Intervention	Prevention And Intervention	8/16/2024
1086511	Vang	Maika	Paraprof, Extensive Support Needs	Figarden Elementary	8/14/2024
1086536	Villalvazo	Maria	Paraprof, Child Development	Norseman Elementary	8/16/2024
1086512	Villanueva-olivares	Jennifer	Paraprof, Mild/Moderate Support Needs	Lane Elementary	8/14/2024
1083633	Villegas Martinez	Jacquelyn	Paraprof, After Schl/Ext Day	Hidalgo Elementary	8/16/2024
1086508	Wade	Viniece	Paraprof, After Schl/Ext Day	Malloch Elementary	8/16/2024
1083661	Warren	Lyrah	Paraprof, Mild/Moderate Support Needs	Bullard Talent K-8	8/16/2024
1083643	Winebrenner	Neela	Paraprof, Mild/Moderate Support Needs	Bullard Talent K-8	8/16/2024
1086483	Woods	Keishaye	Paraprof, Mild/Moderate Support Needs	Homan Elementary	8/14/2024
1086501	Xiong	Gina	Paraprof, After Schl/Ext Day	Scandinavian Middle School	8/16/2024
1086481	Yang	Danny	Paraprof, Mild/Moderate Support Needs	Edison High	8/14/2024
1084556	Yang	Joy	Nutrition Services Assistant	Food Services	8/12/2023
1086477	Yang	Song	Paraprof, Instructional Asst	Burroughs Elementary	8/16/2024
1073088	Zepeda	Gisselle	Specialist, Tier II Intervention	Prevention And Intervention	8/16/2024

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1067576	Baird	Stefanie	Teacher, Lrng Hndcp, Sdc	Tehipite Middle School	8/13/2024
1031572	Chatman	Amy	Teacher, Elementary	Centennial Elementary	8/13/2024
1078024	Duckworth	Nichole	Teacher, Senior High	Sunnyside High School	8/16/2024
1083488	Fesili	Tufue	Teacher, Handicapped, Severely	Lane Elementary	8/8/2024
1078261	Francis	Tenishea	Teacher, Middle School	Ahwahnee Middle	8/13/2024
1084195	Garcia	Gabriela	Teacher, Elementary	Anthony Elementary	8/8/2024
1086277	Garcia	Rachel	Teacher, Elementary	Vang Pao Elementary	8/18/2024
1084077	Gutierrez	Jacqueline	Teacher, Elementary	Herrera Elementary	8/13/2024
1075058	Hall	Tiffany	Teacher, Autistic, Sdc	Special Ed	8/13/2024
1067434	Hogue	April	Teacher, Vocational Education	Cambridge High	7/30/2024
1082680	Kappitz	Alexis	Teacher, Elementary	Fremont Elementary	8/18/2024
1066159	Lowe Jr	Timothy	Teacher, Autistic, Sdc	Special Ed	8/18/2024
1078183	Marquez	Alliyah	Teacher, Pre-School	Powers Elementary	8/13/2024
1080180	Martinez Torres	Jocelynn	Teacher, Elementary	Aynesworth Elementary	8/4/2024

1079608	Mccoy	Ricky	Specialist, Resource, Sp Ed	Roosevelt High School	8/13/2024
1081018	McKnight	Conner	Teacher, Elementary	Winchell Elementary	8/11/2024
1084602	Mcmillan	Shavonna	Teacher, Autistic, Sdc	Olmos Elementary	8/13/2024
1079252	Myers	Brenda	Teacher, Lrng Hndcp, Sdc	Phoenix Acad Elementary-Dclds	7/10/2024
1065727	Nance	Kristine	Teacher, Middle School	Yosemite Middle School	8/22/2024
1069925	Ortiz-Lagos	Brenda	Teacher, Lrng Hndcp, Sdc	Aynsworth Elementary	8/13/2024
1063842	Phaphouampheng	Maria	Teacher, Bilingual	Sunset Elementary	8/13/2024
1065874	Phillips	Jessica	Teacher, Elementary	Pyle Elementary	8/13/2024
1075273	Ramirez	Keith	Specialist, Resource, Sp Ed	Figarden Elementary	8/13/2024
1080478	Rhodehamel	Ami	Teacher, Elementary	McCardle Elementary	8/13/2024
1062788	Rodriguez	Joel	Teacher, Senior High	Roosevelt High School	8/13/2024
1048568	Rojas	Victoria	Teacher, Autistic, Sdc	Figarden Elementary	8/13/2024
1064200	Speir	Steven	Specialist, Resource, Sp Ed	Bullard High	6/6/2024
1082600	Tovar	Nathaniel	Teacher, Middle School	Cooper Middle School	8/13/2024
1083875	Xiong	Angela	Teacher, Elementary	Vang Pao Elementary	8/11/2024

Classified Personnel

1044089	Acevedo	Rosalinda	Assistant, Health	Health Services	6/6/2024
1077626	Balch	Audrey	Assistant, Noontime	Turner Elementary School	6/30/2024
1075679	Bergonia	Estrellita	Assistant, Noontime	Forkner Elementary	4/26/2024
1082459	Carrasco	Maria	Assistant, Resrce Cnslg	McLane High	8/15/2024
1085955	Chagolla	Destiny	Paraprof, Extensive Support Needs	Pyle Elementary	8/13/2024
1082171	Diviccaro	Morgan	Paraeducator, Speech	Special Ed	8/13/2024
1074305	Fernandez Flores	Brisa	Paraprof, Extensive Support Needs	Mayfair Elementary	8/23/2024
1077541	Harris	Danielle	Paraeducator, Community Based	Sunnyside High	8/19/2024
1067860	Hernandez	Angela	Assistant, Noontime	Olmos Elementary	6/28/2024
1067628	Hollis	Michaela	Paraeducator, Community Based	Eaton Elementary	8/14/2024
1074096	Lopez	Christina	Paraprof, Extensive Support Needs	Jefferson Elementary	6/6/2024
1085660	Lopez Colores	Maribel	Assistant, Noontime	Norseman Elementary	8/13/2024
1080470	Lovelace	Kela	Paraprof, After Schl/Ext Day	Williams Elementary	6/7/2024
1061687	Martinez	Maria	Paraprof, Mild/Moderate Support Needs	Jefferson Elementary	8/23/2024
1006141	Noonkester	Jack	Worker, Grnds Maint I	Plant Operations	10/31/2024
1073432	Perea	Celine	Paraprof, Mild/Moderate Support Needs	Roosevelt High School	8/13/2024
1085550	Quintero	Eric	Paraprof, After Schl/Ext Day	Calwa Elementary	8/14/2024
1062361	Rubio	Isabel	Lead, After Schl/Ext Day	Yosemite Middle School	6/6/2024
1069463	Sardina	Mayra	Paraprof, Instructional Asst	Muir Elementary	8/15/2024
1043442	Sharpe	Michelle	Paraprof, Mild/Moderate Support Needs	Bullard High School	8/14/2024
1083364	Sistos Gomez	Fernanda	Paraprof, After Schl/Ext Day	Webster Elementary	8/15/2024
1083993	Tejeda	Amelia	Assistant, Noontime	Vinland Elementary School	8/16/2024
1085614	Valencia	Esperanza	Assistant, Noontime	Tioga Middle School	8/16/2024
1034330	Vang	Lue	Custodian	Roosevelt High School	9/25/2024
1038054	Vang	Xao	Paraprof, Instructional Asst	Wishon Elementary	8/16/2024
1084678	Vasquez	Jessica	Assistant, School Office	Yosemite Middle School	1/8/2024
1085310	Wilson	Tykia	Specialist, Tier II Intervention	Prevention And Intervention	8/15/2024
1076395	Her	Emylee	Nurse, Vocational License	Health Services	8/14/2024

Management Certificated

1060637	Schader	Corrina	Psychologist, School	Burroughs Elementary	8/30/2024
1066641	Wallace	Tiffany	Manager II, Regional Instruct	Special Ed	6/28/2024

LEAVE REQUEST

Classified Personnel

1041142	Alzubaidi	Iqbal	Paraprof, Instructional Asst	Centennial Elementary	8/18/2024
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R39-MONTH REEMPLOYMENT RIGHTS

Certificated Personnel

1074536	Fuller	Kimberly	Teacher, Elementary	Norseman Elementary	8/21/2024
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PROMOTIONS

Classified Personnel

1074117	Anguiano	Catrina	Technician, Libr Media-Elem	Thomas Elementary	8/12/2024
1081854	Bosquez	Melanie	Secretary, Administrative I	Teacher Development	8/16/2024
1085786	Gonzalez	Maria	Paraeducator, Autism	Heaton Elementary	8/14/2024
1076758	Lemus III	Jose	Liaison, Home/School	Bullard High	8/12/2024
1082306	Manning	Derrick	Assistant, Campus Safety	Tioga Middle School	8/15/2024
1081703	Ochoa	Alyssa	Paraeducator, Autism	Anthony Elementary	8/14/2024
1078469	Puentes	Maria	Paraeducator, Autism	Heaton Elementary	8/14/2024
1074443	Rodriguez	Emanuel	Lead, After Schl/Ext Day	Williams Elementary	8/16/2024

Management Certificated

1033774	Gonzalez	Lydia	Advisor, Guidance and Learning	Tioga Middle School	8/5/2024
1068809	Hansen	Serenity	Advisor, Guidance and Learning	Scandinavian Middle	8/1/2024
1049785	Tafolla	Maria	Advisor, Guidance and Learning	Tehipite Middle School	8/5/2024
1049108	Xiong	Yee	Manager II, Regional Instruct	Special Ed	8/5/2024

Management Classified

1048734	Salinas	David	Manager IV, School Office	Farber Educational Campus	7/29/2024
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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-7

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the August 31 - September 01, 2024, special meeting, and the September 11, 2024, Board of Education regular meeting.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

INTERIM SUPERINTENDENT APPROVAL: 



BOARD OF EDUCATION
SPECIAL MEETING
600 E CHURCH
FRESNO, CA 93721
board.fresnounified.org

MINUTES – BOARD OF EDUCATION SPECIAL MEETING

Fresno, California

August 31 & September 01, 2024

Fresno Unified School District, 2309 Tulare Street, Fresno, CA 93722.

At a special meeting of the Board of Education of Fresno Unified School District, held on August 31 and September 01, 2024, there were present Board Members Cazares, Jonasson Rosas, Islas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup. Interim Superintendent Mao Misty Her was also present.

Board President Wittrup CONVENED the Special Meeting at 9:00 a.m. Day I, August 31, 2024, and at 9:00 a.m. Day II, September 01, 2024.

PLEDGE OF ALLEGIANCE

Ambra O'Connor led the Flag Salute.

PRESENT and DISCUSS Student Outcomes Focused Governance

A.J. Crabill with the Council of the Great City Schools presented and discussed Student Outcomes Focused Governance with Board members and Interim Superintendent Her on both days of the special meeting.

BREAK

For the record, a lunch break was provided at 12:00 p.m. Day 1, August 31, 2024, and at 12:30 p.m. Day II, September 01, 2024.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received zero (0) requests to address the Board during Unscheduled Oral Communications.

D. ADJOURNMENT

Board President Wittrup ADJOURNED the Special Meeting at 5:00 p.m. Day I, August 31, 2024, and at 4:46 p.m. Day II, September 01, 2024.



BOARD OF EDUCATION
REGULAR MEETING
4480 N. BRAWLEY AVENUE
NUTRITION SERVICES
FRESNO, CA 93722
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
September 11, 2024

Fresno Unified School District, Nutrition Services, 4480 N. Brawley Avenue, Fresno, CA 93722.

Board President Wittrup CONVENED the Regular Board Meeting at 4:31 p.m.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on September 11, 2024, there were present Board Members: Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup. Interim Superintendent Mao Misty Her was also present.

For the record, Member Islas participated from the teleconference location as follows: Hotel Indigo, 1020 Washington Boulevard, Detroit, Michigan 48226. This meeting was open to the public and pursuant to Government Code Section 54953 (B)(2), all action taken during this teleconference meeting was by roll call vote.

Additionally, Trustee Claudia Cazares requested that she participate in the meeting via teleconferencing based on “Just Cause” under Government Code Section 54953, Subdivision (e)(2)(A)(i).

Trustee Cazares provided a brief, general reason for this request, and confirmed there were no individuals over the age of 18 at Trustee Cazares’s remote location.

This request required a majority vote under Government Code Section 54954.2, Subdivision (b)(4).

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board approved for Member Cazares to participate via teleconference by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received zero (0) requests to address the Board on Closed Session items.

Board President Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:34 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 5:30 p.m.

Reporting Out of Closed Session

- On a motion by Board Clerk Davis, seconded by Board Member Levine, the Board approved the dismissal of a classified employee by a roll call vote of 7-0-0-0 as follows: YES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, Board President Wittrup.
- On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, the Board ratified the placement of a classified employee on compulsory unpaid leave by a roll call vote of 7-0-0-0 as follows: YES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, Board President Wittrup.

PLEDGE OF ALLEGIANCE

Heather Kuyper-McKeithen led the Flag Salute.

RECOGNIZE the 2024/25 Student Advisory Board Representatives

The Board and Interim Superintendent provided the students with an opportunity for introductions.

HEAR Report from Interim Superintendent

- Good evening to all joining us at Nutrition Services while the Board Room is under renovation. I want to take a quick moment to acknowledge Patriot Day, remembering and honoring those who lost their lives on September 11, 2001. We thank our servicemembers, firefighters, and police for their tireless efforts that day and through recovery. We will never forget.
- Over the Labor Day weekend I and the entire Board took two full days to work with board governance experts from the Council of the Great City Schools. We are committed to student outcomes focused governance, and with that we will start to see some changes in our board meetings starting on the 25th. We will be focused on monitoring our goals of improving student outcomes and our discussions and business will reflect that. We will no longer have Superintendent Remarks or Board/Superintendent Communications during board meetings, but you will continue to see our shoutouts and celebrations through our newsletters and social media channels. I look forward to bringing further data and progress monitoring to our next meeting on September 25, 2024. As a point of clarification, the board workshop on September 18, 2024, has been cancelled.

BOARD/INTERIM SUPERINTENDENT COMMUNICATIONS

Board members had the opportunity for Board/Interim Superintendent communications. A summary is as follows:

Member Islas commended Duncan Polytechnical High School for hosting a Measure H event and the students for conducting tours to show what measure dollars can achieve. Encouraged the community to continue to learn about Measure H.

Clerk Davis shared that the Board is working with the Council of the Great City Schools and will participate in two-and-a-half years of coaching. Commented that the Board is learning that student outcomes don't change until adult behaviors change.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received one (1) request to address the Board on the Consent Agenda. The individuals name with a summary of topic are as follows:

1. Dan Bordona addressed items A-9 and A-11. Asked at what point does the district have the capacity to lead its own PLC work? Commented with concern about the money spent on consultants.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Cazares, the Board approved the Consent Agenda except for agenda item A-13, A-14, and A-19, which were pulled for further discussion, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

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 requests, in which event, the item(s) will be considered following approval of the Consent Agenda. Pulled Consent Agenda items will be considered for approval after the Conference/Discussion Agenda.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

APPROVED as recommended, 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 regular Board meeting on August 28, 2024.

A-3, APPROVE Meeting Minutes

APPROVED as recommended, the draft minutes for the August 28, 2024, Board of Education regular meeting.

A-4, ADOPT Resolution 25-12, Vehicle Procurement Delegation

ADOPTED as recommended, Resolution 25-12, Vehicle Procurement Delegation to approve the procurement of specialty vehicles required for various operational and student transportation uses.

A-5, APPROVE and ADOPT Expanded Learning Opportunities Grant Revised Plan

APPROVED and ADOPTED as recommended, the Fresno Unified School District updated plan for the Expanded Learning Opportunities Grant.

A-6, APPROVE 2024/25 Salary Schedule Revisions Reflecting 3% Increase - Certificated Substitute Fresno Area Substitute Teacher Association Daily Salary Schedule

APPROVED as recommended, the 2024/25 Certificated Substitute Daily Salary Schedule.

A-7, APPROVE Article 20 Waiver Renewals for the 2024/25 School Year

APPROVED as recommended, waivers of Article 20 to allow alternative scheduling for the 2024/25 school year at Computech Middle School, Cooper IB Academy, and Rutherford B. Gaston Middle School.

A-8, APPROVE Agreement with CORE Districts

APPROVED as recommended, an agreement with CORE Districts. CORE supports the improvement of specific outcomes by developing continuous improvement structures, mindsets, and routines that foster learning at both the district and site levels, resulting in districts and schools making progress toward producing more reliable, equitable outcomes for their students.

A-9, APPROVE Agreement with District Management Group, LLC

APPROVED as recommended, an agreement between Fresno Unified School District and District Management Group, LLC (DM Group). The DM Group's Breakthrough Results program provides dedicated coaching, job embedded professional learning, collaboration, and data analysis and visualization. These supports improve student outcomes and build teacher and leader capacity. As a result of the services provided by DM Group, participating grade level site teams expect to improve their average distance from standard by at least fifteen points on end of year statewide summative assessments in English Language Arts.

A-10, APPROVE Agreement with Fresno County Superintendent of Schools

APPROVED as recommended, an agreement between Fresno Unified School District and Fresno County Superintendent of Schools (FCSS). FCSS Early Care and Education Division will provide funding toward an early learning instructional coach to provide technical assistance support to all child development centers and preschool sites/programs participating in the Early Stars Program. This is an existing split-funded position, and the grant will be applied to 0.2 full-time equivalent (FTE) of the position. California State Preschool Program funds will pay for the remaining FTE of the position.

A-11, APPROVE Addendum to the Agreement with Holt Legacy Consulting, LLC

APPROVED as recommended, an addendum to an agreement with Holt Legacy Consulting, LLC in the amount of \$151,250. The agreement with Holt Legacy Consulting, LLC will provide training, coaching and support to multiple levels of management and classified staff including the Superintendent and Executive Cabinet. Holt Legacy Consulting, LLC will deliver cultural proficiency training sessions to leaders and classified staff, coaching and support to upper and middle managers to help with strategy development and implementation in alignment with the districts two goals, and provide one-on-one mentoring to leaders. The original agreement for \$50,000 was reviewed and approved by the Board on August 14, 2024.

A-12, APPROVE Use of Individual Piggyback Contracts

APPROVED as recommended, a list of seven piggyback contracts for use during 2024/25 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to disposable paper products, electrical equipment and supplies, irrigation materials, and identity management software. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency.

A-13, APPROVE Agreement for Shared Associate Vice Chancellor of Educational Services and Institutional Effectiveness by Tressa Overstreet as a Fresno Unified Employee on Loan to State Center Community College District

APPROVED as recommended, an agreement between the Fresno Unified School District and the State Center Community College District for the shared services of Associate Vice Chancellor of Educational Services and Institutional Effectiveness, Tressa Overstreet. Tressa currently serves as Executive Director of College and Career Readiness for the Fresno Unified School District. This agreement will help expand dual enrollment opportunities for Fresno Unified students.

For the record, Board Members had comments and questions pertaining to agenda item A-13. A summary is as follows:

Member Islas commented that the district has tremendous talent and Tressa Overstreet is an example. Member Islas pulled the item not only to congratulate Ms. Overstreet but to make the public aware that the Board is trying to expand opportunities for students and has seen tremendous result in Design Science Middle College High School and hopes to grow the program at the new campus and anywhere else they can so more children may have an opportunity to participate in this wonderful program.

On a motion by Board Member Islas, seconded by Board Clerk Davis, the Board approved agenda item A-13 by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

A-14, APPROVE State of California Pedestrian and Bicycle Safety Program Grant
APPROVED as recommended, the grant agreement from the Office of Traffic Safety for the Pedestrian and Bicycle Safety Program. The goal of the annual grant program is to prevent serious injury and death resulting from motor vehicle crashes so that all roadway users arrive at their destination safely.

For the record, Board Members had comments and questions pertaining to agenda item A-14. A summary is as follows:

Member Islas thanked the organization contracted to complete the safe routes to school assessments and wanted the community to know that the Board continues to be diligent to improve the safety of students to and from school whether they walk or ride their bicycles. Member Islas encouraged the community to review the report and requested Ms. Idsvoog to provide information on how the community can find the report. Member Islas commented the district needs the support of our City and County partners to help make infrastructure investments.

On a motion by Board Member Islas, seconded by Board Clerk Davis, the Board approved agenda item A-14 by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

A-15, APPROVE Proposed Revisions for Board Policy 5141.1
APPROVED as recommended, proposed revisions for Board Policy 5141.1 Child Abuse Prevention and Reporting. The revisions meet the California School Boards Association recommendations and best practices. In accordance with Board Bylaw 9311 - Board Policies, the Interim Superintendent recommended the Board waive the second reading for approval.

A-16, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for the projects as follows: Bid 22-21, Francine and Murray Farber Educational Campus, Change Order 11 presented for ratification: \$70,208; and Bid 23-33, Del Mar Elementary School New Multi-Purpose Building (MPB), Change Order 3 (MPB) presented for ratification: \$41,290, Change Order 3 (New Kindergarten Bldg., Admin and Library Mod) presented for ratification: \$182,512.

A-17, RATIFY the Filing of a Notice of Completion

RATIFIED as recommended, a Notice of Completion for the project, which has been completed according to plans and specifications as follows: Bid 24-69 Sections D, E and F, Exterior Painting at Various Sites, Lawless and Malloch Elementary Schools and Yosemite Middle School.

A-18, RATIFY Purchase Orders from June 01, 2024, through June 30, 2024 – Primary Report

RATIFIED as recommended, information on purchase orders issued from June 01, 2024, through June 30, 2024 – Primary Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

A-19, RATIFY Purchase Orders from June 01, 2024, through June 30, 2024 – Supplemental Report

RATIFIED as recommended, information on purchase orders issued from June 01, 2024, through June 30, 2024 – Supplemental Report.

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

“Agenda item B-19 on tonight’s Consent Agenda contains agreements with Hands-On Central California. Hands-On of Central California, operates as the fiscal agent for the Fresno Street Saints. I am a member of the Board of Directors of the Fresno Street Saints. I did not participate in the making of the agreements related to this agenda item; however, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

For the record, Board Member Levine read the statement as follows:

“Agenda item A-19 on tonight’s Consent Agenda, contains purchase orders for the CSU Fresno Foundation, CSUF Association, the CSUF/Downing Planetarium, and the Trustees of the California State University. I am currently employed by Fresno State.

I did not participate in the making of the purchase orders related to this agenda item; however, because of my employment with Fresno State I have a remote financial interest in those purchase orders.

Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

On a motion by Board Member Thomas, seconded by Board Clerk Davis, the Board approved agenda item A-19 by a roll call vote of 5-0-2-0, as follows: AYES: Members: Cazares, Islas, Thomas, Board Clerk Davis, and Board President Wittrup. ABSTENTIONS: Board Members Jonasson Rosas and Levine.

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

B-20, DISCUSS and APPROVE Proposition 28 Annual Report

For the record, the Board received zero (0) requests to address the Board on agenda item B-20.

For the record, Board members had comments/questions pertaining to agenda item B-20. A summary is as follows:

Member Jonasson Rosas asked if some of the Arts programs could take place after school. Asked for a creative way to utilize after school hours which might help hire the thirty staff needed.

Member Cazares would like to see arts education programs linked to student outcomes to help the Board see where to make better investments. Member Cazares shared a personal analogy related to the importance of arts education.

Member Islas commented on being excited about what these opportunities and resources will do to expand arts education for students and asked if there is a deadline to expend funds. Member Islas requested clarity as to reasons for delays in hiring. Member Islas requested clarity as to credentials need to fill position.

Member Levine echoed Member Cazares comment of linking to student outcomes. Member Levine requested clarity as to the status of the Waiver and the Waiver process; asked if there is a need to intentionally rebuild a pipeline for

the arts education program due to minimal funding over past years.

Clerk Davis requested clarity as to the different genres of dance and where they fall.

For the record, Heather Kuyper-McKeithen was available to provide clarity.

On a motion by Board Member Thomas, seconded by Board Clerk Davis, the Board approved agenda item B-20 by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

B-21, DISCUSS and APPROVE the 2023/24 Unaudited Actual Financial Report, 2023/24 Year-End Budget Revision, and 2024/25 Gann Limit

For the record, the Board received zero (0) requests to address the Board on agenda item B-21. The individual's name and a summary of topic are as follows:

For the record, Board members had comments/questions pertaining to agenda item B-21. A summary is as follows:

Member Jonasson Rosas requested clarity as to information presented on slide No. 3. Requested clarity as to the reserve specifically related to unrestricted. Member Jonasson Rosas requested a board communication on the potential impact to the district on the rising minimum wage. Member Jonasson Rosas shared concern that not enough scrutiny is placed on contracts, especially if the minimum wage proposition passes, and concern with the admin ratio as it is the highest it has been in twenty years.

Member Thomas requested clarity as to how the district plans to spend outdoor support space funds and requested the information be provided in a board communication.

Clerk Davis requested clarity as to savings from investing in solar power and asked what the district spends annually on PG&E. Clerk Davis asked when health care incurred but not paid items will be paid.

President Wittrup shared appreciation for a well-prepared presentation. President Wittrup shared concerns related to the admin ratio and commented it is close to levels seen when the district was near receivership.

Member Cazares commented on the surplus in the health fund and being confident that our health Board partners will contemplate how to reinvest those funds to increase student outcomes. Member Cazares commented on not being able to fathom leaving \$80 million on the table without a plan on how to invest in students and teachers. Member Cazares requested a report to inform the Board

if our health Board is willing to come to the table for discussions on how to reinvest in our schools.

For the record, Patrick Jensen and Kim Kelstrom were available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board approved agenda item B-21 by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of items C-22, RECEIVE the Fresno Unified School District Fourth Quarter Investment Report for Fiscal Year 2023/24; and C-23, Receive Constituent Services Quarterly Report.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received two (2) requests to address the Board during Unscheduled Oral Communications.

1. Alisha Dunlop requested the district hire two vice-principals on special assignment to support the Fresno Unified Arts Education programs.
2. Sharon Weaver with the San Joaquin River Parkway shared appreciation of opportunity to work with the district.

D. ADJOURNMENT

Board President Wittrup ADJOURNED the meeting at 6:42 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-8

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Adopt Resolution 25-16 in Support of Proposition 2

ITEM DESCRIPTION: Included in the Board binders and presented for adoption is Resolution 25-16, in support of Proposition 2: Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL:





BOARD OF EDUCATION

Susan Wittrup, President
Valerie F. Davis, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Andy Levine
Keshia Thomas

INTERIM SUPERINTENDENT

Mao Misty Her

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

RESOLUTION 25-16

In the Matter of

Proposition 2: Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024

WHEREAS, the California Constitution finds public education is a state responsibility in Article IX Section 5; and

WHEREAS, the state is out of school facility program funds and cannot provide the state match for almost \$3.5 billion in projects which qualify for state aid; and

WHEREAS, the Fresno Unified School District has \$2.5 billion in facility need which may be partially funded by state bonds; and

WHEREAS, Proposition 2 the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024, provides for renovation of aging schools, upgrade of existing classrooms, construction of new classrooms to accommodate growth, Career Technical Education facilities to provide job training to meet the workforce needs of California employers, testing and remediation of lead levels in water at school sites, disaster assistance, replacement of 75-year-old buildings, adding essential facilities like libraries and multipurpose rooms, mitigating the effects of higher average temperatures, and assistance for small and low-wealth school districts; and

WHEREAS, school districts need state financial support to implement new mandates and initiatives such as universal Transitional Kindergarten, Expanded Learning, on-site cooking and meal preparation, later secondary school start times, and solar power generation and storage; and

WHEREAS, quality 21st Century school facilities designed for today's and tomorrow's students enhance academic achievement and further the state's academic goals; and

WHEREAS, the California unemployment rate is greater than the national unemployment rate; and

WHEREAS, 13,000 middle class jobs are created for each \$1 billion in school facility infrastructure investment; and

WHEREAS, these jobs will be created throughout California and will include almost all building trades; and

WHEREAS, the Local Control Funding Formula provides funding for educational services for all students, but does not provide dedicated facilities funding; and

WHEREAS, Proposition 2, the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 will not raise state taxes; and

WHEREAS, Proposition 2, the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 enhances public accountability and transparency for the use of its proceeds; and

WHEREAS, Proposition 2, the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024 state matching funds will reduce the need for additional local property taxes for school facilities.

NOW, THEREFORE BE IT RESOLVED, that the Fresno Unified School District supports Proposition 2, the Kindergarten through Grade 12 Schools and Local Community College Public Education Facilities Modernization, Repair, and Safety Bond Act of 2024.

ADOPTED September 11, 2024, by the Board of Education of Fresno Unified School District, by the following vote:

AYES: 7
NOES: 0
ABSENT: 0



Susan Wittrup, Board President



Mao Misty Her, Interim Superintendent

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-9

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: ADOPT Provisional Internship Permits

ITEM DESCRIPTION: Included for board consideration are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board adoption.

Site principals recommended to Human Resources that the following teachers be rehired or hired in their positions in 2024/25 due to hard-to-fill credential positions. These individuals are all working toward completing the required classes/exams by the end of 2025/26 school year.

Included for Board consideration and adoption are the recommended PIP hires:

Name	Site	Subject
Veronica Rodriguez	Gaston	Foundational Math
Sergio Flores	Roosevelt High	Biology
Panuco Guzman, Kimberly	Kirk	Social Science
Del Real, Nancy	Tioga	Mathematics

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

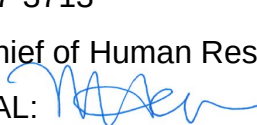
PREPARED BY: Malati Gopal, Executive Officer

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-10

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Adopt Variable Term Waiver Requests for Bilingual Cross-Cultural, Language and Development Authorization

ITEM DESCRIPTION: Included for Board consideration are Variable Term Waiver requests for Bilingual Cross-Cultural, Language and Development (BCLAD) Authorization for the 2024/25 school year. The Education Code 44225(m) allows the commission to grant waivers to fill in an area that is deemed hard-to-fill. The candidates referenced below are working toward completing the required coursework for the Multiple Subject Credential and BCLAD authorization.

Name	Site	Credential/BCLAD Language
Belen Herrera	Wawona	BCLAD- Spanish
Natalia Carmona	Wawona	BCLAD- Spanish
Pricila Hernandez Herrera	McLane	BCLAD- Spanish
Fatima Parra Anaya	Centennial	BCLAD- Spanish
Addylene Garcia Hernandez	Centennial	BCLAD- Spanish
Myra Cruz	Hoover	BCLAD- Spanish

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

PREPARED BY: Malati Gopal, Executive Officer

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-11

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Adopt Variable Term Waiver Requests for Career Technical Education Credential Holders

ITEM DESCRIPTION: Included in the Board binders are Variable Term Waiver requests for Career Technical Education Credential Holders.

The Commission on Teacher Credentialing (CTC) has stated that preliminary Career Technical Education (CTE) credential holders should be issued a Variable Term Waiver for the English Learner Authorizations until the CTE program is completed. The English Learner classes are embedded in the CTE program. Individuals will not have the English Learner Authorization on their credential document until the CTE program is completed and the clear credential is issued.

A matrix listing teachers for placement on a Variable Term Waiver for the English Learner Authorization is attached.

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

PREPARED BY: Malati Gopal, Executive Officer

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:



Support Material for Agenda Item C-11.

This request is to seek approval to place the teachers below on a Variable Term Waiver for the English Learner Authorization:

Name	Site	Subject
Chad Harshaw	Gaston MS	CTE: Information and Communication Technology
Joshua Andrew Muster	Computech	CTE: Information and Communication Technology
Michael Vang	Bullard HS	CTE: Arts/Media/Entertainment, Marketing/Sales/Service
Alexis Therampilly	Bullard HS	CTE: Arts/Media/Entertainment
Cruz Gonzales	Sunnyside HS	CTE: Arts/Media/Entertainment
Jeremy Michael Madden	Gaston MS	CTE: Information and Communication Technology
Jennifer Silva	Fresno HS	CTE: Building & Construction trades
Christopher Torres	Fresno HS	CTE: Building & Construction trades
Xiong Cha	Hamilton	CTE: Arts/Media/Entertainment
Jonathan Hinojosa	Farber – Cambridge High	CTE: Transportation
Alexander Sosin	Roosevelt HS	CTE: Public Service
Jason Duong	Phoenix Secondary	CTE: Arts/Media/Entertainment
Ray Waller II	Bullard HS	CTE; Arts Media/ Entertainment
Justin Wall	Roosevelt HS	CTE; Arts Media/ Entertainment
Mikayla Davis	Sequoia MS	CTE; Arts Media/ Entertainment
Scarlett Carlson	Roosevelt HS	CTE: Health Science and Medical Terminology

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-12

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Certificated Retiree Contracts for Elementary Music

ITEM DESCRIPTION: Included in the Board binders are Certificated Retiree Contracts for recent retirees to provide classroom music instruction as well as teach band and string ensembles. There are currently 3.5 full-time equivalent (FTE) vacancies in elementary music.

The contracts will cover music sections at the elementary schools as follows: Kratt (band and strings in grades five and six); Turner (classroom music in grades one through three); Thomas (classroom music in grades one through three); and Starr (band and strings in grades five and six).

FINANCIAL SUMMARY: Sufficient funds in the amount of \$70,456 are available in the Elementary Music budget.

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3731

CABINET APPROVAL: Chief Academic Officer, Natasha Baker, Ed.D., 

INTERIM SUPERINTENDENT APPROVAL: 

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

1. School Site: Arts Education Department
2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173
3. Retiree: Patrick Gerrits
4. Term September 25, 2024 Through: June 12, 2025
5. Budget: 030-1100-1450-1761-1000-1110; 030-1100-1460-1761-1000-1110
6. Contract Amount: .4 FTE; Position ID: T06700000572; Work Schedule: TT18502L
7. Scope of Work Summary: Certificated Teacher Music
8. Expected Results/Student Outcome: N/A
9. Date item is to appear on Board of Education Agenda: 9/25/24
(Contracts of \$15,000. or more)

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

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

Retiree:	Patrick Gerrits	Retiree I.D. Number:	1031758
Department:	Arts Education Department	Department Number:	0727
Position Title:	Certificated Teacher Music	Hourly/Daily Rate of Pay:	\$71.0245
Contract Period:	September 25, 2024 – June 12, 2025	Contract Salary Not to Exceed:	\$35,228.152
Budget Number:	030-1100-1450-1761-1000-1110 030-1100-1460-1761-1000-1110	School Site Plan:	N/A
Funding Source:	Student Engagement	During this fiscal year, have you signed any other retiree contracts?	No

Patrick Gerrits ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.
2. Employment Classification:
 - a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
 - b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
 - c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
3. Length of Service: The anticipated length of time for which you are employed is from September 25, 2024, through June 12, 2025, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

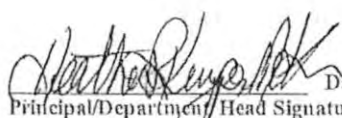
- a. Notification by the District that Retiree's services are no longer needed; or
 - b. Loss, surrender or other failure to obtain or retain Retiree's credential.
4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

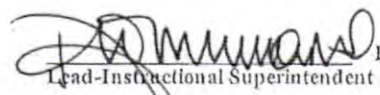
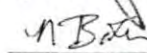
5. Credential(s) Held: By accepting this offer Retiree represents that he/she processes a credential(s) authorizing service in California Schools and that Retiree has registered the credential(s) with the Fresno County Superintendent of Schools.

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

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree
7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

 Date 8/30/24  Date 8/30/24
Retiree's Signature Principal/Department Head Signature

Funding Source Signature
(Office of State & Federal) Date _____
 Date 09-03-2024
Instructional Superintendent or Designee

 Date 9/3/2024
Lead-Instructional Superintendent
 Date 9-5-2024
Chief Academic Officer or Designee
(that oversee above Mentioned Program)

 Date 9/5/2024
Director, Human Resources

Board Approval Date _____ Item# _____

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

1. School Site: Arts Education Department
2. Administrator: Heather Kuyper-McKeithen Telephone: 248-7173
3. Retiree: Eugene Doi
4. Term September 25, 2024 Through: June 12, 2025
5. Budget: 030-0167-1285-1110-1000-1110; 030-0167-1422-1110-1000-1110
6. Contract Amount: .4 FTE; Position ID: T06700000584; Work Schedule: TT18502L
7. Scope of Work Summary: Certificated Teacher Music
8. Expected Results/Student Outcome: N/A
9. Date item is to appear on Board of Education Agenda: 9/25/24
(Contracts of \$15,000. or more)

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

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

Retiree:	Eugene Doi	Retiree I.D. Number:	1046353
Department:	Arts Education Department	Department Number:	0727
Position Title:	Certificated Teacher Music	Hourly/Daily Rate of Pay:	\$71.0245
Contract Period:	September 25, 2024 to June 12, 2025	Contract Salary Not to Exceed:	\$35,228.152
Budget Number:	030-0167-1285-1110-1000-1110 030-0167-1422-1110-1000-1110	School Site Plan:	N/A
Funding Source:	Student Engagement	During this fiscal year, have you signed any other retiree contracts?	No

Eugene Doi ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.
2. Employment Classification:
 - a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
 - b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
 - c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.
3. Length of Service: The anticipated length of time for which you are employed is from September 25, 2024 through June 12, 2025, or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

- a. Notification by the District that Retiree's services are no longer needed; or
 - b. Loss, surrender or other failure to obtain or retain Retiree's credential.
4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

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

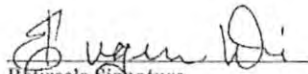
5. Credential(s) Held: By accepting this offer Retiree represents that he/she possesses a credential(s) authorizing service in California Schools and that Retiree has registered the credential(s) with the Fresno County Superintendent of Schools.

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

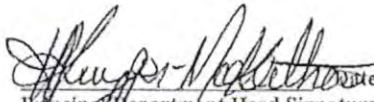
6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by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

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

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


Retiree's Signature

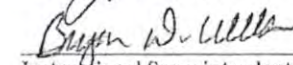
Date 9-3-24


Principal/Department Head Signature

Date 9/3/24

Funding Source Signature
(Office of State & Federal)

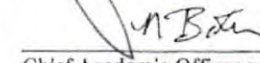
Date _____


Instructional Superintendent or Designee

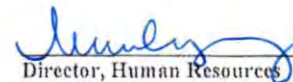
Date 09-03-2024


Lead Instructional Superintendent

Date 9/3/24


Chief Academic Officer or Designee
(that oversee above Mentioned Program)

Date 9-5-2024


Director, Human Resources

Date 9/5/2024

Board Approval Date _____ Item# _____

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-13

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Agreement between Fresno Unified School District, Department of Prevention and Intervention and Parent Project, LLC

ITEM DESCRIPTION: Included in the Board binders is a request to approve an agreement between Fresno Unified School District, Department of Prevention and Intervention, and Parent Project LLC.

Parent Project LLC will provide a three-day, in-person training session for 60 staff on the Parent Project Changing Destructive Adolescent Behavior curriculum. This training teaches staff skills in facilitating group interventions for parents of at-risk students in fifth through twelfth grades. Topics covered include motivation, trauma-informed behavior management, attendance improvement, drug prevention, and disruptive behavior management. Additionally, the agreement consists of a "Train-the-Trainer" session on Loving Solutions, a curriculum for students aged 5 - 10, aiming to certify staff to train others. This curriculum focuses on enhancing parental relationships, developing strategies for student success, and establishing supportive routines.

Training provided by the Parent Project will equip Child Welfare and Attendance Specialists (CWASs) and selected staff to support approximately 50 parents with children who are severely chronically absent in overcoming social-emotional barriers affecting their attendance and academic progress. Following the training, CWAS staff will facilitate parent courses focusing on managing behavioral challenges, high-risk behaviors, motivation, and trauma and fostering positive relationships with students. Increasing parenting skills and promoting positive attendance, engagement, and school connectedness for their children will reduce chronic absenteeism.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$36,000 are available in the Medi-Cal reimbursement budget as approved by the Medi-Cal Collaborative.

PREPARED BY: Rita Baharian, Prevention and Intervention Executive

DIVISION: Diversity, Equity and Inclusion (DEI)

CABINET APPROVAL PHONE: (559) 457-3471

CABINET APPROVAL: Chief of DEI, Carlos Castillo Ed.D.,  CARLOS CASTILLO (C) (P) (S) (M) (F) (T) (R)

INTERIM SUPERINTENDENT APPROVAL: 



Fresno Unified School District Contract Routing Form

Completed Independent Contract Agreement Attached



Contract Number: 185850

PARENT PROJECT, LLC

230 Glynlakes, Pike Road, AL 36064

Vendor Name

Address

(256) 310 6621

Robin Mackey

Phone Number

Vendor Contact

Term (Duration) From: **8/1/2024** *10/1/2024 RM RB*

Through: **6/30/2025**

FUSD Contract Administrator:

Rita.Baharian@fresnounified.org

Prevention And Intervention

Name

Site/Dept

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

060-U9017-D810-A3130-F5899-O1110

Annual Cost: \$36,000.00 Authorized as Not to Exceed

Scope of Work Summary: Parent Project Inc. will provide FUSD staff with training on parent skills in order to support parents whose students are struggling with challenging behaviors directly impacting their attendance.

Routing Order:

1) Reviewed & approved by Department Head:

Rita Baharian

2) Reviewed & approved by Cabinet Level Officer:

Carlos Castillo

3) Reviewed & approved by Risk Management:

Stacey A. S.

Please return signed agreement back to (name/email): **Noreida.Perez@fresnounified.org**



Fresno Unified
School District

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721

Achieving our Greatest Potential!

GENERAL INFORMATION Contract Number: 185850 Federal Funding will be used

School/Department Budget:	060	9017	0810	1110	3130	5899
	:	:	:	:	:	:
	:	:	:	:	:	:

District Contact Person: Abigail.Arii@fresnounified.org

Budget Manager Approval: BL

Contractor's Vendor Name: PARENT PROJECT, LLC

Contractor's Contact Person: Robin Mackey

Contractor's Title: Outreach Director and Senior Trainer

Contractor's Telephone Number: 2563106621

Contractor's E-mail: robinmackey@parentproject.com

Contractor's Address: 230 Glynlakes, Pike Road, AL 36064

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

This Independent Contractor Services Agreement is made and entered into effective October 1, 2024 (the "Effective Date") by Fresno Unified School District ("District") and PARENT PROJECT, LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

The vendor will provide a three-day, in-person training session for 60 staff on the Parent Project Changing Destructive Adolescent Behavior curriculum. This training teaches staff skills in facilitating group interventions for parents of at-risk students in grades 5-12. Topics covered include motivation, trauma-informed behavior management, attendance improvement, drug prevention, and disruptive behavior management. Each staff member will also receive a Teaching Guidebook.

Training provided by the Parent Project will equip Child Welfare and Attendance Specialists (CWASs) and selected staff to support parents in overcoming social-emotional barriers affecting their children's attendance and academic progress. During the 2023-2024 school year, 120 students were processed at the Student Attendance Review Board due to habitual truancy, emphasizing the need for parental support in fostering strong student habits for academic success.

Following the training, CWAS staff will offer parent courses focusing on managing behavioral challenges, high-risk behaviors, motivation, trauma, and fostering positive relationships with students. The goal is to increase parenting skills and promote positive attendance, engagement, and school connectedness for their children.

The vendor contract also includes a "Train-the-Trainer" session on Loving Solutions, a curriculum for students aged 5-10, aiming to certify staff to train others. This curriculum focuses on enhancing parental relationships, developing strategies for student success, and establishing supportive routines.

Training outcomes will be evaluated through pre- and post-training surveys aligned with learning objectives. Selected staff will also administer surveys to parents to assess their acquired skills in addressing challenging behaviors.

The training will occur from October 22nd to October 25th. In case of service delays, the district will collaborate with the vendor to resolve concerns and ensure completion of services as per the contract. FUSD administrators will oversee and manage the training in partnership with Parent Project.

Medi-Cal reimbursement funding will be utilized to provide this opportunity for staff.

Academic Return on Investment
to be completed by district staff

Situation	Inputs	Outputs		Outcomes <i>(Must be measurable)</i>		
		Activities	Participants	Short-term (Learning)	Medium-term (Change in Behavior or Performance)	Long-term (Change in Condition)
		What we do	Who we reach	Expect to see	Want to see	Hope to see
Problem and Need In Fresno Unified, 31.5% of students are chronically absent. Students who are chronically absent from school are at risk of falling behind academically and socially. During the 23-24 school year, 120 students were processed at the Student Attendance Review Board (SARB) due to habitual truancy. Trends in the SARB process indicate that parents need support to develop strong habits in their students,	Investments <i>(e.g., equipment, funds, product, services, staff)</i> Contracting with Parent Project will provide Child Welfare and Attendance Specialist (CWAS)s and other FUSD participants, with training to implement the Parent Project CDAB to support parents whose students are experiencing social-emotional barriers and challenges impacting their attendance and academic success. In addition, this will develop staff in their understanding, approach, and intervention provided	This will be a one-time training opportunity for FUSD staff who participate in Parent Project CDAB will participate in a 3-day in-person training and gain the following skills to facilitate group interventions to parents whose students are struggling with the following challenges: •Influencing Motivation in Children •Understanding Trauma and Behaviors •Improve School Attendance	Providing this training will serve staff, as it will prepare them in supporting parents/guardian s/caregivers of students ages 11-18 (5th-12th) grade who are struggling with challenging at-risk social behavior. Additionally, this training will support FUSD staff in serving parents/guardian s/caregivers struggling to support their students' facing various attendance barriers	We expect to see CWAS staff participating in a 3-day training opportunity that will support them in their skillset to provide intervention to parents in support of their children	We want to see staff who are trained implementing 1-2 groups for the 24-25 school year, with parents whose students are struggling with attendance. We will measure attendance improvement for students whose parents participated in the Parent Project training class	We hope to see a decrease in chronic absenteeism from severe to manageable, for students whose parents engage in the learning. Additionally, we hope to see an increase in parent engagement to support their students' Academic and Social Emotional well-being.

Academic Return on Investment
to be completed by district staff

Situation	Inputs	Outputs			Outcomes <i>(Must be measurable)</i>	
		Activities	Participants	Short-term (Learning)	Medium-term (Change in Behavior or Performance)	Long-term (Change in Condition)
		<i>What we do</i>	<i>Who we reach</i>	<i>Expect to see</i>	<i>Want to see</i>	<i>Hope to see</i>
so they can be successful in their lives. Some of these challenges include behavioral outbursts, high-risk behaviors, lack of motivation, complex trauma, and positive and trusting caring relationships. The Parent Project CDAB curriculum will support parents by teaching skills that will increase their parenting strategies and approaches to increase student engagement and attendance.	to parents and students when addressing barriers to attendance. This will lead to an increase in parents' access to resources that support their student's attendance, engagement and connectedness to school.	•Drug Use Identification, Prevention and Intervention •Addressing Disruptive Behaviors				

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 October 1, 2024 ^{RM} ~~August 1, 2024~~ ^{RM} and shall terminate on June 30, 2025. 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 \$36,000.00 per n/a, not to exceed \$36,000.00. Checks will be made payable to PARENT PROJECT, LLC. 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 RM

- a. Lodging \$00 \$0.00 Actual cost. Not to exceed IRS Travel per diem limits *Receipt Required.
- b. Meals \$00 \$0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner *Receipt Required.
- c. Travel \$00 \$0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$00 \$0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$36,000.00
- f. Other \$00 \$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 RM District's initials SS

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 David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

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 RM District's initials SS

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:

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

Contractor: PARENT PROJECT, LLC

Name: Robin Mackey

Address:

230 Glynlakes, Pike Road, AL 36064

c: 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.
34. The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

Approved As To Form:

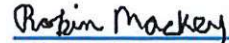


Stacey Sandoval, Executive Director
Risk Management

8/2/24
Date

CONTRACTOR

PARENT PROJECT, LLC



Robin Mackey (Jul 17, 2024 10:08 CDT)

Name: Robin Mackey *, Title:* Outreach Director and Senic

Jul 17, 2024

Date



Robin D. Mackey (Sep 10, 2024 12:24 CDT)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-14

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Agreement with Council of the Great City Schools

ITEM DESCRIPTION: Included in the Board binders in an agreement with Council of the Great City Schools to provide executive coaching services for the Interim Superintendent. The Council of the Great City Schools will provide a primary Coach who will provide one-on-one coaching sessions to support the Interim Superintendent in leading a large urban school district.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$15,000 are available in the Office of the Superintendent's budget.

PREPARED BY: Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

INTERIM SUPERINTENDENT APPROVAL: 



Contract Routing Form

Completed Independent Contract Agreement Attached

2309 Tulare Street,
Fresno, CA 93721 Stay
Connected with Fresno
Unified:
www.fresnounified.org

Contract Number: 198422

Federal Funding Will Not Be Used

Council Of The Great City

Vendor Name

202-393-2427

Phone Number

Term (Duration)

From: 9/26/2024

FUSD Contract Administrator:

Ambra.OConnor@fresnounified.org

Name

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

Annual Cost: \$15,000.00

Scope of Work Summary: Council Of Great City Schools, Will Provide Executive Coaching Services, Including On-On-One Coaching, For Misty Her, Interim Superintendent

Routing Order:

1) Reviewed & approved by **Department Head:**

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

3) Reviewed & approved by **Risk Management:**

1301 Pennsylvania Ave Nw #702

Address

Raymond Hart

Vendor Contact

rhart@cgs.org

Through: 6/30/2025

Superintendent Office

Site/Dept

Please return signed agreement back to (name/email): **Lucille.Molano@Fresnounified.Org**



Council of the Great City Schools®

1331 Pennsylvania Avenue, NW, Suite 1100N, Washington, DC 20004
(202) 393-2427 (202) 393-2400 (fax) www.cgcs.org

PROFESSIONAL SERVICES AGREEMENT FOR SUPERINTENDENT COACHING

This professional services agreement ("Agreement") is dated September 26, 2024 ("Effective Date") and is between Fresno Unified School District ("CLIENT"), with a principal place of business at 2309 Tulare Street, Fresno, California 93721 and the Council of the Great City Schools ("CONSULTANT" or CGCS), with a principal place of business at 1331 Pennsylvania Avenue NW, Suite 1100N, Washington DC 20004, for services rendered to the CLIENT.

In consideration of the promises and mutual covenants set forth below, the parties agree as follows:

- 1. Services.** CGCS agrees to perform professional services ("Services") as specified in a Statement of Work ("SOW") to this Agreement. If new or additional Services are added to this agreement, then CLIENT will prepare an amendment to this Agreement. Upon execution by both parties, each amendment will be numbered consecutively and incorporated into this Agreement by reference.
- 2. Payment.** CLIENT will compensate CGCS for the Services in accordance with the fees specified in a SOW. CGCS will be paid upon submission of quarterly invoices to CLIENT.
- 3. Invoices.** CLIENT will pay all properly submitted and undisputed invoices thirty (30) days after receipt of such invoice.
- 4. Term.** This Agreement is dated September 26, 2024, and remains in effect until June 30, 2025, or until the Services are completed ("Term"), whichever is later, unless sooner terminated as set forth below.
- 5. Termination.** CLIENT may terminate this Agreement, with or without cause, effective upon 60 days' notice to CGCS. Unless termination is for material breach of this Agreement, CLIENT will compensate CGCS for Services completed before the date of termination. Those provisions which by their nature are intended to survive the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.
- 6. Warranties.** CGCS represents and warrants to CLIENT that: (a) CGCS has the knowledge, experience, and ability to perform the Services required under this Agreement; (b) CGCS will perform such Services in a professional, competent, and timely manner; (c) CGCS's performance of Services and the submission of deliverables, where specified, under this Agreement will not violate any applicable law or regulation in any court, governmental body, administration, or other agency; (d) Each party warrants not in any way to directly or indirectly

defame, denigrate, criticize, malign, disparage, libel, or slander the other party and/or its members, employees, and related entities either during the term of this Agreement or thereafter. Each party further warrants that it shall not disclose to any person the reasons, if any, that this Agreement was terminated unless such disclosure is authorized in writing by the other party or is otherwise required by law. Both parties acknowledge that these warranties are a material term of this Agreement.

7. **Independent Contractor.** The parties acknowledge that CGCS will be an independent contractor, and this Agreement creates no partnership, joint venture, or employment relationship among the parties. CGCS is solely responsible for payment of all compensation to its employees and all applicable obligations to state and/or federal governmental agencies, including, but not limited to, income tax, unemployment tax, business registration fees, and requisite licensing fees, etc. for its employees. Each party acknowledges that it is not an affiliate or subsidiary of the other party and is not entitled to any employee rights or benefits of the other party.
8. **Indemnification.** Each party will indemnify, defend, and hold harmless (“Indemnifying Party”) the other party, including its directors, officers, employees, affiliates, and agents (“Indemnified Party”) from and against any liabilities, losses, damages, settlements, fines, recoveries, suits, judgments, expenses, and costs (including reasonable attorneys’ and professionals’ fees and expenses) arising out of, related to, or alleging: (a) any third party claim suit, or proceeding against the Indemnified Party related to injury to, or death of, any individual, or loss of, or damage to, real or tangible personal property, caused by the negligence of the Indemnifying Party or of any of its agents, subcontractors, or employees; or (b) any third party claim, suit or proceeding against the Indemnified Party that services furnished under this Agreement infringe any patent, copyright, trade secret, trademark, or other rights of the third party, including any breach or alleged breach of any of the Indemnifying Party’s representations, warranties, or agreements contained herein.
9. **Limitation of Liability.** Notwithstanding any other provisions set forth herein, neither party will be liable for any incidental, indirect, exemplary, special, or punitive damages, or consequential damages arising out of or in connection with this Agreement. However, the foregoing exculpation of liability will not apply with respect to damages incurred as a result of the gross negligence or willful misconduct of a party. A party will be liable to the other for any direct damages arising out of or relating to its performance or failure to perform under this Agreement. However, the liability of a party whether based on an action or claim on contract, equity, negligence, tort, or otherwise for all events, acts, or omissions under this Agreement will not exceed the fees paid or payable under this Agreement, and provided further that the foregoing limitation will not apply to: (a) a party’s obligations of indemnification; (b) damages caused by a party’s gross negligence or willful misconduct; or (c) a party’s breach of its obligations of confidentiality, as further described in this Agreement. This section will survive the termination of the Agreement.
10. **Confidentiality.** In carrying out the intentions and obligations of this Agreement, both parties may come into possession of proprietary and confidential information of CLIENT or CGCS. For purposes of this Agreement, proprietary and confidential information includes, without limitations, know-how, procedures, membership data, marketing and financial information, methods of operation, business plans and procedures, marketing and advocacy strategies, advertising plans, computer programs and source codes, and any information that has been

marked “confidential” or with other words of similar meaning, collectively referred to as “Confidential Information.”

The Confidential Information does not include any information that: (i) was known to the receiving party before its disclosure hereunder by the disclosing party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) is or becomes publicly known through no wrongful act of the receiving party; (iv) has been rightfully received from a third party authorized to make such disclosure without restriction; (v) has been approved for public release by the disclosing party's prior written authorization; or (vi) must be produced or disclosed under applicable law, regulation or court order, provided that the receiving party provides prompt notice thereof to enable the disclosing party to seek a protective order or otherwise prevent such disclosure.

The receiving party (“Recipient”) agrees not to disclose Confidential Information of the disclosing party (“Discloser”) to any third party without the Discloser's express written permission. The Recipient may disclose Confidential Information of the Discloser only to those employees, contractors, representatives, and agents who have a need to know such Confidential Information. The Recipient may use Confidential Information of the Discloser only for purposes of fulfilling its obligations or as permitted under this Agreement. All Confidential Information will remain the sole property of the Discloser. The Recipient will not use or commercially exploit the Discloser's Confidential Information, or any portions thereof, except for fulfilling the obligations under this Agreement.

Each party will use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party will advise the other immediately upon learning or having a reason to believe that any person who had access to Confidential Information has violated, or intends to violate the terms of this Agreement, and each party will cooperate with the other in seeking injunctive or other equitable relief against such person.

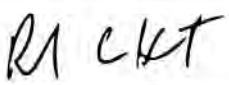
11. **Entire Agreement.** This Agreement constitutes the sole, final, and entire agreement by the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. This Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
12. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same Agreement. Executed counterparts of this Agreement may be delivered by facsimile or electronic means.
13. **Notice.** All legal notices under this Agreement must be in writing and will be deemed to have been duly received when: (a) delivered by hand (with written confirmation of receipt), or (b) two (2) days after being deposited for delivery with a nationally recognized overnight delivery service such as FedEx, UPS, or USPS and addressed as set forth below (or to such other address as a party may designate by notice to the other party):
14. **Assignment and Delegation.** Neither party may assign any right or delegate any performance under this Agreement, unless mutually agreed to in writing. All assignments of rights are prohibited, whether they are voluntary or involuntary, by merger, consolidation, dissolution,

operation of law, or any other matter. A purported assignment or purported delegation in violation of this section is void.

15. **Non-Waiver.** No course of dealing or failure of either party to enforce any term, right, obligation, or provision of this Agreement, including any amendments thereto, or to exercise any option provided hereunder or there under, will be construed as a waiver of such provision.
16. **Severability.** If any provision of this Agreement is held unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable and that reasonably achieves the parties' intent in agreeing to the original provision. The remaining provisions of this Agreement will continue in full force and effect.
17. **Remedies.** The rights and remedies provided herein will be cumulative and in addition to any other remedies available at law or in equity.
18. **Survival.** All provisions of this Agreement that by their nature are intended to survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.
19. **Dispute Resolution.** The parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof shall first be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be exclusively submitted to JAMS for final arbitration as set forth below. The mediation may be held by videoconference. The mediator may impose the cost of the mediation on one party if the mediator determines that such party failed to participate in the mediation in good faith.

Otherwise, the parties shall jointly share the cost of the mediation. Any dispute not resolved by mediation shall be determined by arbitration before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The arbitration shall be held in the location which the arbitrator determines is most convenient for the witnesses except that the arbitrator shall have the authority to order that the arbitration be held by videoconference should he/she determine that videoconferencing will provide a fair hearing to both parties. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude either party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party in any arbitration shall be entitled to its reasonable attorneys' fees and costs.

The parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

CONSULTANT <i>Council of the Great City Schools</i>	CLIENT <i>Fresno Unified School District</i>
By: 	By:
Name: Raymond C. Hart	Name: Patrick Jensen
Title: Executive Director	Title: Chief Financial Officer


Council of the Great City Schools®

STATEMENT OF WORK

This Statement of Work 1 ("SOW") is hereby incorporated into the Consulting Agreement ("Agreement") effective as of September 26, 2024, between **Fresno Unified School District** ("Client") and **Council of the Great City Schools** ("Consultant"). Capitalized terms not defined herein will have the meaning given to them in the Agreement. In the event of a conflict among the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of this SOW will govern and control.

1. **Service and Deliverables.** The following constitutes the services that Consultant will perform under the Agreement ("Services"):

Council of the Great City Schools will provide executive coaching services, including one-on-one coaching, for Misty Her, Interim Superintendent. This programming is intended to support the Interim Superintendent in leading and managing a large urban school district. The Superintendent will be provided with a Primary Coach who will lead the support and guidance to him. At times, the Primary Coach may involve additional coaches to provide targeted support in specific areas, as well. The Interim Superintendent and the Coach will commit to attending regular virtual coaching sessions, to be scheduled at mutually agreed upon times between the Coach and the Superintendent.

2. **Due Dates.** Consultant will complete the Services no later than June 30, 2025.

3. **Payment and Invoicing.**

- a. The total Consultant fees will not exceed \$15,000.00.
- b. Coaching time will be billed at \$300.00 per hour, with one-hour increments.
- c. For on-site visits, the following fees will be incurred – inclusive of consultant time and travel expenses: (i) one-day visit will be billed at \$5,000.00; (ii) two-day visit will be billed at \$7,000.00.

The parties have caused their authorized representatives to execute this SOW as of the Effective Date.

CONSULTANT <i>Council of the Great City Schools</i>	CLIENT <i>Fresno Unified School District</i>
By:	By:
Name: Raymond C. Hart	Name: Patrick Jensen
Title: Executive Director	Title: Chief Financial Officer



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-15

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement with Identity Automation LP for Rapid Identity Software

ITEM DESCRIPTION: Included in the Board binders is a three-year agreement with the software provider Identity Automation LP to purchase Rapid Identity Software. Rapid Identity will automate account creation and manage access to digital applications for all staff and students. This platform replaces the district's aging digital identity management processes and improves single sign-on into district applications. Rapid Identity also provides temporary access for vendors and community partners, self-service password resets, faster changes to system access, and increased visibility and reporting. These improvements strengthen the district's cybersecurity posture. The annual cost is \$205,500, with a one-time implementation and configuration fee of \$41,100.

The Board previously authorized Identity Automation LP for Rapid Identity for purchases of technology goods and services through a piggyback contract: 20/21-01, Education Technology Joint Powers Authority (EdTech JPA). This Multiyear agreement provides discounted pricing and protections against price increases during the term agreement.

This agreement represents a discounted annual payment over each of the three years as follows:

- \$246,600 in September 2024
- \$205,500 in September 2025
- \$205,500 in September 2026

FINANCIAL SUMMARY: Sufficient funds in the amount of \$246,600 for the first year and \$205,500 for the following two years are available in the Information Technology budget.

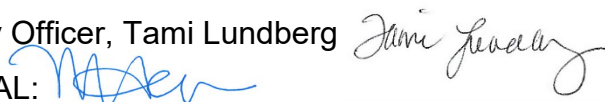
PREPARED BY: Ashley Aouate, Director

DIVISION: Information Technology

CABINET APPROVAL PHONE: (559) 457-3560

CABINET APPROVAL: Chief Technology Officer, Tami Lundberg

INTERIM SUPERINTENDENT APPROVAL:

Handwritten signatures in blue ink. The first signature is "Tami Lundberg" and the second is a signature of the interim superintendent.



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

32622

Vendor Number

Identity Automation, LP

7102 N. Sam Houston Pkwy W, Ste 100, Houston TX, 77064

Vendor Name

2817214741

Address

Carter Dunbar

Phone Number

Vendor Contact

From: 9/25/2024

Through: 9/24/2025

Term (Duration)

FUSD Contract Administrator:

Ashley Aouate

Information Technology

5594573868

Name

Site/ Dept

Telephone number

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

030-0140-0885-0000-7700-5635

Annual Cost \$ 246,429.66

(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:

1. Initial Phase - Focus on Importing AD Users and Groups/Group Management (HIGH PRIORITY)
2. Phase 2 - Employee and Student Account Lifecycle Management a. SIS (custom SIS in-house app, SQL Server DB) to RapidIdentity b. HRMS/ERP (Lawson - SQL Server DB/API) to RapidIdentity c. Rapid Identity to Active Directory Staff Domain (Staff) d. Rapid Identity to Active Directory Student Domain (Students) ADDITIONAL DOMAIN e. Rapid Identity to Active Directory Public Domain (Parents) ADDITIONAL DOMAIN
3. Write-Back of rostering data from Studio/Rapid Identity to Custom SIS a. Use Connect to ingest data through rostering for writing back to SIS b. Specific data TBD
4. Miscellaneous Workflow Request configuration (up to 2 workflows/entitlements)
5. RapidIdentity Portal configuration a. Profiles Module
6. Solution Acceptance a. Solution Overview b. Customer Acceptance Testing
7. Solution Administration Knowledge Transfer a. Common system administration tasks within RapidIdentity

Please indicate where the work will be performed:

Work to be performed remotely out of state

Date Item is to appear on **Board of Education Agenda:** 09/25/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Department Head:**

Ashley Aouate

9/5/2024

Signed

Date

Reviewed & approved by **Cabinet Level Officer**

Jim Leadley

9/5/2024

Signed

Date

Reviewed & approved by **Risk Management**

Shorey A. S.

Sep 9, 2024

Signed

Date

Please return signed agreement back to (name/email) : cheng.yang2@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0140-0885-0000-7700-5635

District Contact Person: Ashley Aouate

Budget Manager Approval: Ashley Aouate

Contractor's Vendor Name: Identity Automation, LP

Contractor's Contact Person: Carter Dunbar

Contractor's Title: Director of Business Development

Contractor's Telephone

Number: 2817214741

Contractor's E-mail: cdunbar@idauto.net

Contractor's Address: 7102 N. Sam Houston Pkwy W, Ste 100, Houston TX, 77064

This Independent Contractor Services Agreement is made and entered into effective 9/25/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Identity Automation, LP ("Contractor").

1. Contractor Services. Contractor agrees to provide

1. Initial Phase - Focus on Importing AD Users and Groups/Group Management (HIGH PRIORITY)

a. Fresno USD currently has provisioning scripts in place that are responsible for AD account creation - these will continue to run until cutover to Rapid Identity is doing full provisioning b. Initial sync of existing user accounts in three (3) active directory domains

- Staff domain
- Student domain
- Public domain

c. Initial sync of groups from AD domains

- Bring in groups into RapidIdentity Roles module
- Add members to groups based on comparison to AD groups
- Work with Fresno staff to understand creation of Dynamic Filtering

d. Sync Groups back to AD domains with correct membership

2. Phase 2 - Employee and Student Account Lifecycle Management a. SIS (custom SIS in-house app, SQL Server DB) to RapidIdentity b. HRMS/ERP (Lawson - SQL Server DB/API) to RapidIdentity c. Rapid Identity to Active Directory Staff Domain (Staff) d. Rapid Identity to Active Directory Student Domain (Students) ADDITIONAL DOMAIN e. Rapid Identity to Active Directory Public Domain (Parents) ADDITIONAL DOMAIN

3. Write-Back of rostering data from Studio/Rapid Identity to Custom SIS a. Use Connect to ingest data through rostering for writing back to SIS b. Specific data TBD

4. Miscellaneous Workflow Request configuration (up to 2 workflows/entitlements)

5. RapidIdentity Portal configuration a. Profiles Module

- Includes modification of Add Person form to include options for entry or selection of data attributes to drive provisioning policy

- ii. Modification of delegation(s) to reflect sponsored account data and merge/split capability

b. Account Claiming c. Roles Module (Group Management)

- Dynamic role (group) management in RapidIdentity

- Group sync to: Active Directory (3 domains)

d. Reporting and Insights Modules e. Login Page Branding

6. Solution Acceptance a. Solution Overview b. Customer Acceptance Testing

7. Solution Administration Knowledge Transfer a. Common system administration tasks within RapidIdentity b. Overview of <https://help.rapididentity.com> c. Opening a Support Ticket with Identity Automation



Identity
Automation



Proposal for

Fresno Unified School District

Quote Number: Q-28251

Generated: 8/6/2024

Valid To: 9/30/2024

Notice of Confidentiality Identity Automation. All Rights Reserved.

This document is Identity Automation Proprietary and Confidential Information and is subject to the terms and conditions. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the aforementioned institution without prior written permission.

Overview

Fresno Unified School District Team,

Thank you for choosing Identity Automation.

We appreciate your investment in our solution. This proposal outlines the solution we have custom tailored to address the requirements defined by your team.

You are joining hundreds of other organizations who trust Identity Automation's RapidIdentity platform to securely provide their users access to the information technology resources they need. Whether you have chosen us to meet your needs of access, authorization, administration or audit, you have selected the most flexible and broadest identity management platform available in the marketplace.

The contact information of your dedicated team can be found in the **Contacts** section.

In order to begin this project, please review the **Closure Details** page and sign the bottom of the **Governing Terms**.

Please contact me directly with any questions you may have regarding this proposal.

Thank you again for choosing Identity Automation.

Carter Dunbar

Director of Business Development

(817) 937-7785 Work

Cell

cdunbar@idauto.net

Pricing

Pricing estimates are provided below.

Annual Subscription Cost

Product	Quantity	Unit Price	Unit Sale Price	Total
2024 Workflow K-12 Education Qualified User - Annual Subscription RID-C-WORK12	10,000	\$7.11	\$3.77	\$37,700.00
2024 Lifecycle K-12 Education Qualified User - Annual Subscription RID-C-LIFE12	10,000	\$36.46	\$15.86	\$158,600.00
2024 Rostering K-12 Education Qualified User - Annual Subscription RID-C-ROST12	10,000	\$6.38	\$0.00	\$0.00
2023 RI Advanced Support K-12 - Annual Subscription SUP-S-ADVK12	1	\$9,114.58	\$9,114.58	\$9,114.58
Annual Subscription Cost TOTAL:				\$205,414.58

One-Time Cost

Product	Quantity	Unit Price	Unit Sale Price	Total
K12 Standard Configuration OTF-S-K12STD	1	\$13,671.88	\$13,671.88	\$13,671.88
Professional Services - Services Engineer (per hour) SVC-S-SVCENG	120	\$227.86	\$227.86	\$27,343.20
One-Time Cost TOTAL:				\$41,015.08

Grand Total: \$246,429.66

Sales Tax not included. Will be added at time of invoicing, if applicable.

This proposal is for the delivery of the solution as a service.

PAYMENT TERMS

- All invoices are due within 30 days of invoice date.
- Subscription fees for software products, hosting services, and support are billed for and begin on the Effective Date of this proposal.
- All One-time fees listed as Installation, Configuration, Setup Fees, Conversion Services, or Retainer Services are billed in advance.
- Professional Services are billed based on the project progress getting to 50% stage and then to 100% completion, unless the effort is under 2 weeks (80hours), in which case they will be billed in advance.
- Milestone based professional services are billed as each milestone is achieved.
- Service Units are billed up front and expire after a year.

ANNUAL RENEWAL

Subscription Term shall automatically renew for an additional 1-year term unless either party gives the other written notice of non-renewal at least 90 days prior to the end of the relevant Subscription Term.

Initial term of this Order Form (Term): 36 Months

Closure Details

This proposal is valid until 9/30/2024.

Quote Execution/Purchase Order Information

To execute on this proposal, please sign where indicated and provide a purchase order for the items outlined in your proposal. Purchase orders and proposals can be sent to orders@identityautomation.com.

Taxability Information Here

Are you a tax exempt entity? No ____ Yes ____

If marked yes, please provide your tax exempt certificate with your purchase order. An exemption certificate is required to be considered exempt from sales tax.

Onboarding Process

Identity Automation Onboarding Checklist:

- Receipt of Signed proposal from customer
- Purchase Order or signed Contract (varies by customer) from customer
- Identity Automation acceptance & approval process completed
- Licenses provided by Identity Automation
- Provisioning for Identity Automation portal accounts

Identity Automation



Carter Dunbar

Account Executive

(817) 937-7785

cdunbar@idauto.net



Gavin McKelvey

Sales Manager

gmckelvey@idauto.net



Ramon Ramon

Sales Consultant

rramon@idauto.net



Lori Kelly

Customer Success Manager

(208) 275-8235

lkelly@idauto.net



Greg Pearson

VP of Delivery

(281) 721-4732

gpearson@identityautomation.com

Fresno Unified School District

Project
Lead



Ashley Aouate

(559) 457-3168

ashley.aouate@fresnounified.org

Secondary
Project Contact



Garry Gonsalves

(559) 457-3000

garry.gonsalves@fresnounified.org

Executive
Sponsor



David Jansen

(559) 457-3813

david.jansen@fresnounified.org

Billing
Contact



Governing Terms

GOVERNING AGREEMENT

This order is governed by the terms of the Software License and Subscription Agreement:
<https://www.identityautomation.com/identity-automation-saas-subscription-agreement/>.

CHANGES

All changes to this order must be in writing signed by both parties to be enforceable.

ENTIRE AGREEMENT

This Proposal, Software License and Subscription Agreement, and this order are the final, complete and exclusive agreements of the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof.

DEFINED TERMS

All terms not defined in this order, have the defined meanings in the Agreement.

Signatures

By signing below, the Customer acknowledges it has read and agrees to the terms and conditions set forth in the Proposal, Software License and Subscription Agreement, and order(s) with an effective date as of the last signature date set forth below ("Effective Date").

Fresno Unified School District

SIGNATURE

DATE

NAME

TITLE

BILLING CONTACT NAME

BILLING CONTACT EMAIL

Approved As To Form:



Sep 9, 2024

Stacey Sandoval, Executive Director
Risk Management

Identity Automation



SIGNATURE

8/30/2024

DATE

Carter Dunbar

Director of Business Development

NAME

TITLE



RapidIdentity Support Plans

Identity Automation provides world-class support as part of a customer's subscription or license agreement. Customers are entitled to incident support for all issues relating to the logic configuration of their RapidIdentity Cloud implementation, along with the ability to submit feature requests. Identity Automation offers multiple support plans to meet your organization's needs.

All plans receive a maximum 15 minute response time during normal support hours. Plans with 24x7 emergency support receive a maximum 15 minute response time for after hours emergency issues.

Feature	Advanced	Advanced +	Pro	Enterprise
Help Center				
6am/6pm CT, Email, Phone Support				
24x7 Email, Phone Emergency Support				
Service Units <i>(expire annually)</i>		10	30	50
Technical Account Manager				

RapidIdentity support is included with all implementations and provides a breadth of features and resources, including:

HELP CENTER

Your go-to place for all your support needs, including access to: FAQs, product guides, training videos, log cases to support, view/update cases, support customer community, product errata, and feature request submission.

COMMITMENT TO EXCELLENCE

We have a strong commitment to excellence in SaaS delivery. Our DevOps and Security teams are staffed by highly-trained experts that use industry best practices for:

- Change Management
- Alerting, Monitoring, and Logging
- Data Security
- System Patching
- Continuous Improvement

We pride ourselves in our commitment to delivery excellence. Please [visit this link](#), to request a copy of our latest SOC-2 report. The SOC-2 report provides detailed information about all of our Service Provider controls. The SOC-2 report is compiled and audited by a third-party that can attest to the quality of our controls.

Please review our Master Subscription Agreement Terms and Conditions for details of our contractual commitments to security and uptime.

SERVICE UNITS

Your environment, data, and processes are dynamic and likely to change over time. As part of our Professional and Enterprise plans, you will receive access to our world-class Professional Services team to help update your implementation, so that your solution always stays up-to-date. See next page for examples of common use cases.

TECHNICAL ACCOUNT MANAGER

With the complexity associated with Enterprise implementations, we understand that support continuity is paramount to the success of supporting you and your solution. As such, for Enterprise support, we offer a named Technical Account Manager.

COMMON USE CASES FOR PROFESSIONAL SUPPORT HOURS

Use Case	Description
Custom Action Sets	Custom action sets can be used for a variety of automated workflows that allow you to get the most out of your digital identity platform. Common use cases include: • Filtering a subset of accounts and exporting them to a CSV file or other target, such as a customer-owned FTP server, to easily merge data for business analytics or other work. • Syncing groups to Active Directory, Google Workspace, 365, or other systems.
Advanced Sponsorship	Enhance the standard account provisioning use case with advanced sponsorship policies that allow you to customize policies to conform to your organization's unique workflows, such as originating accounts outside of the student information system (SIS) or human resources management system (HRMS).
One-On-One Connect Training	Especially useful for developers, one-on-one training helps administrative power users use our low code environment to create custom action sets that make Rapi-Identity the most flexible digital identity platform in the industry. Advanced training for portal configuration, account maintenance, roles, and configuration policies.
Review Authentication Policies	Conduct a detailed review of your authentication policies with a cybersecurity expert to ensure that your policies are optimized for the experience of your users and the need to protect your organization from account takeovers.



**Identity
Automation**

FOR MORE INFORMATION CONTACT

support@identityautomation.com

1-833-41A-HELP

www.identityautomation.com/support

**FRESNO USD - STANDARD K12 IMPLEMENTATION WITH ADDITIONAL SERVICES****SCOPE STATEMENT**

Customer would like to deploy a Standard K12 Implementation of RapidIdentity Cloud to manage the full lifecycle of employee and student accounts, as well as groups, in Active Directory, while also leveraging the Portal to allow end users to claim their account, provide self-service functionality and automatic and dynamic group (role) management. Customer has also expressed interest in writing data back to their SIS, and configuring two (2) workflow requests and entitlements.

NOTE: The primary focus initially will be to import account and group information from the AD domains into RapidIdentity, to keep it synchronized, and allow for group membership management with sync back to the AD Domains. Once this is in place, connection to other Sources of Authority (SoA) and integration should be added.

SOW Effort Breakdown

SOW Item	Description	Effort (in Hours)
K12 Standard Configuration		
K12 Standard Configuration	Includes: • Ingestion of demographic and job source data for Staff • Ingestion of demographic source data for Students • Full lifecycle of identities for Staff and Students in RapidIdentity • Full lifecycle of accounts managed through RapidIdentity to Active Directory (on-premises) [Staff domain - other domains added below] • Portal configuration: ○ Delegated Administration ○ Password Policy setup ○ MFA Policy setup ○ Account Claim setup ○ Self-Service Password Reset setup ○ Group (role) management/Group Sync to AD Domains (3) ○ Reporting/Insights • Knowledge Transfer of RapidIdentity System Administration	Included in the K12 Standard Configuration
Professional Services - Additional Hours - [Write Back to Source System (SIS), Additional AD Domains]		
Write back certain roster data from RapidIdentity Studio to SIS	• Allows for writing back certain roster data to the SIS database. Details are outlined in scope below.	40
Additional Active Directory Domains	• Integration of two additional domains (Student and Public)	40
Miscellaneous Request Workflow Configuration	• Configure two (2) workflow requests and associated entitlements	40
TOTAL ADDITIONAL PROFESSIONAL SERVICES HOURS		120



SCOPE OF WORK

1. Initial Phase - Focus on Importing AD Users and Groups/Group Management (HIGH PRIORITY)
 - a. Fresno USD currently has provisioning scripts in place that are responsible for AD account creation - these will continue to run until cutover to RapidIdentity is doing full provisioning
 - b. Initial sync of existing user accounts in three (3) active directory domains
 - i. Staff domain
 - ii. Student domain
 - iii. Public domain
 - c. Initial sync of groups from AD domains
 - i. Bring in groups into RapidIdentity Roles module
 - ii. Add members to groups based on comparison to AD groups
 - iii. Work with Fresno staff to understand creation of Dynamic Filtering
 - d. Sync Groups back to AD domains with correct membership
2. Phase 2 - Employee and Student Account Lifecycle Management
 - a. SIS (custom SIS in-house app, SQL Server DB) to RapidIdentity
 - b. HRMS/ERP (Lawson - SQL Server DB/API) to RapidIdentity
 - c. RapidIdentity to Active Directory Staff Domain (Staff)
 - d. RapidIdentity to Active Directory Student Domain (Students) **ADDITIONAL DOMAIN**
 - e. RapidIdentity to Active Directory Public Domain (Parents) **ADDITIONAL DOMAIN**
 - f. ~~RapidIdentity to Azure/Office 365~~ (will continue to use Azure AD Connect)
 - g. ~~RapidIdentity to Google Workspace~~
3. Write-Back of rostering data from Studio/RapidIdentity to Custom SIS
 - a. Use Connect to ingest data through rostering for writing back to SIS
 - b. Specific data TBD
4. Miscellaneous Workflow Request configuration (up to 2 workflows/entitlements)
5. RapidIdentity Portal configuration
 - a. Profiles Module
 - i. Includes modification of Add Person form to include options for entry or selection of data attributes to drive provisioning policy
 - ii. Modification of delegation(s) to reflect sponsored account data and merge/split capability
 - b. Account Claiming
 - c. Roles Module (Group Management)
 - i. Dynamic role (group) management in RapidIdentity
 - ii. Group sync to:
 1. Active Directory (3 domains)
 2. ~~Office 365 (Microsoft 365 groups)~~
 3. ~~Google Workspace~~
 - d. Reporting and Insights Modules
 - e. Login Page Branding
6. Solution Acceptance
 - a. Solution Overview
 - b. Customer Acceptance Testing
7. Solution Administration Knowledge Transfer
 - a. Common system administration tasks within RapidIdentity
 - b. Overview of <https://help.rapididentity.com>
 - c. Opening a Support Ticket with Identity Automation



SUCCESS CRITERIA AND ACCEPTANCE CRITERIA

- o Full lifecycle management automation for employee and student accounts in Active Directory (3 domains)
 - Add
 - Update
 - Move
 - Rename
 - Enable
 - Disable
 - Delete
- o Group management in RapidIdentity (Dynamic and Static)
- o Group synchronization:
 - RapidIdentity to Active Directory
 - ~~RapidIdentity to Office 365 (Microsoft 365 groups)~~
 - ~~RapidIdentity to Google Workspace~~
- o Write-back of rostering data from Studio/RapidIdentity to Custom SIS
- o Two Workflow Requests/Entitlements (TBD)
- o End user self-service capability for account claiming and password resets
- o Ability to configure reports and view insights

RISKS

- o Business process complexity
- o Appropriate requested access to source systems/data and target systems granted
- o Availability of Project resources from Customer
- o Initial syncs require Customer to dedicate substantial time to validate actions to be taken

ASSUMPTIONS

- o Any items or functionality not included in this Statement of Work are not part of the project scope, and would require a separate Statement of Work and project, or be subject to a change order; and will incur additional costs or fees.
- o This SOW allows for a single domain O365/Azure, and Google - if additional domains are required, a change order to the SOW will be required.
- o The scope accounts for a single forest, **3 DOMAINS** only.
- o Any additional hardware and software purchases related to unforeseen items during the project are not included in this project scope of work.
- o Customer will provide access to all devices, facilities, systems/applications, and services necessary to complete the tasks in this SOW in a timely manner. Failure to provide timely access will result in a change order and resetting of any project timelines and anticipated go-live date.
- o Uniquely identifiable information must be populated within the applications in scope.
- o Identity Automation does not provide consulting services on source systems or destination systems to properly create queries or views. Any triggers (database view, CSV export, SQL queries, etc.) that need to be created in the HR/SIS system will need to be done by the Customer (or their system vendor at the expense of the Customer).
- o Identity Automation may request additional data be exposed as business logic requires. Customer will be expected to provide said data or the business logic will need to be changed.



- o For data cleansing items, Identity Automation will provide basic analysis and reports of data from source systems (upon Customer providing the data) that needs to be cleansed. Customer will be responsible for all the actual data corrections based on the needs for this project to ensure proper automatic processing. Data will need to be cleansed before the automated synchronization can begin.
- o Customer will perform acceptance testing in advance of production rollout to the user population.
- o Test cases will be written and provided prior to completion. Successful completion of these test cases will constitute completion.
- o Customer agrees that Identity Automation shall be able to allocate additional resources, as Identity Automation deems appropriate, so long as such allocation does not cause production costs to exceed the amount provided herein.
- o If the Customer chooses not to follow best practices, that decision will be documented and will be placed on a RAID log for the project.
- o Identity Automation will keep the Customer team updated regarding implementation progress. If functionality demos are requested, they are not to exceed the time allotted for the weekly progress checkpoint meetings.
- o Customer understands that there should not be any data elements with dual, competing sources of authority.
- o This package includes Active Directory, Office 365 and Google Workspace as targets for integration. If any of these are deemed to not be needed at the time of initial implementation, they can be removed with no change to the package cost. They cannot be swapped for any other target applications or desired functionality.
- o If customer chooses to not implement one of the specified target systems (AD/O365/Google) during initial implementation, the SOW will not change; however later addition or swapping of target systems will constitute a new project and will be scoped separately.
- o Identity Automation will not store passwords in plain text for reference, nor will a list or export of plain text passwords be produced for reference. Passwords can be sent to other systems through appropriate APIs or methods that ensure the password is not exposed or available in plain text.
- o Deletion of identity metadata from the RapidIdentity identity repository as part of the lifecycle of accounts is not supported. Deletion of accounts in target systems is supported (and optional). Refer to the Account Deletion section at the end of this SOW for more detail.
- o Customers assume risk for deletion of accounts. In certain cases where there are legal requirements to delete identity data, Identity Automation will create a change order to the project and will provide an estimate of the effort required to add the functionality. Additionally, the customer will assume all risk with the deletion of the data, and will be made aware of the potential risks associated with the deletion of identity metadata.
- o Projects are designed to be executed continuously to completion and production deployment ("turned on" in customer environment) once started. Any delay of the project going live or moving into production deployment will result in the Identity Automation engineer being removed from the project and placed on an alternate project. The customer will be required to coordinate with the Project Manager to reschedule the continuation of the project and rescheduling of the allocated engineer. ***NOTE: Engineer availability is limited, and requires a minimum of 30 days from time of notice in order for the engineer to finish up any active projects before being rescheduled back on to the customer project. In some cases the availability may be longer than 30 days if during peak periods such as Summer, Winter Break, or Spring Break. Any project delays may introduce risk to any originally agreed upon go-live dates, including start of school.***

**Customer Resource Allocation During the Assessment Phase**

- o Project Manager
- o System Administrators for:
 - HRMS and SIS
 - Active Directory
 - ~~▪ O365/Azure~~
 - ~~▪ Google Workspace~~
- o Other identified Critical Stakeholder(s) who:
 - Have input into providing guidance around source data
 - Provide decisions around process/workflow and end-user experience
 - Provide decisions around appropriate access or authentication methods

CHANGE CONTROL

All changes to the SoW shall pass through the Change Control Board. The Change Control Board shall consist of a customer designated representative and an Identity Automation representative. Change requests, which are deemed to fall outside of scope will be reviewed; and Identity Automation shall provide time and cost estimates for customers approval prior to performing any work. Change requests within scope shall be agreed upon by both the customer and Identity Automation. The SOW shall then be amended using a Change Order form to reflect the changes prior to performing any work. All amendments to the SOW shall be signed off by both parties before the additional work is performed.

CUSTOMER ACCEPTANCE TESTING

During this phase the engineer will demonstrate each component of the solution. Should any Identity Automation deliverable not match the outlined success criteria, the Engineer will remedy and demonstrate the remedy to the Customer for validation. This will repeat until all solution deliverables and success criteria are validated.

Customer Tasks During the Test Phase

- o Provide Acceptance of solution (meets defined success criteria)
- o Customer to sign off on Acceptance once all success criteria testing scenarios are validated

Customer Resource Allocation During the Test Phase

- o Project Manager
- o System Administrators
- o Other identified Critical Stakeholder(s)

USE CASES**U1 – Employee User Add**

1. New employee is hired, and record is created in Source of Authority
2. New record arrives in source feed
3. New user is created in RapidIdentity with appropriate birthright entitlements
4. New user object is created in Active Directory and placed in appropriate OU
- ~~5. New account is created in Azure/Office 365~~
- ~~6. New account is created in Google Workspace and placed in appropriate OrgUnit~~

U2 –Student User Add



1. New student is enrolled, and record is created in Source of Authority
2. New record arrives in source feed
3. New user is created in RapidIdentity with appropriate birthright entitlements
4. New user object is created in Active Directory and placed in appropriate OU
5. ~~New account is created in Azure/Office 365~~
6. ~~New account is created in Google Workspace and placed in appropriate OrgUnit~~

U3 – User Update

1. User information changes in Source of Authority
2. New information on record arrives in source feed, a comparison is done between attributes, any difference in designated attributes will prompt an update to the account.
3. User object is updated in RapidIdentity
4. User object is updated in Active Directory (staff and limited students)
 - a. *This may include OU movement*
5. ~~User is updated in Azure/Office 365 (staff only)~~
6. ~~User is updated in Google Workspace~~
 - a. *This may include OU movement*

U4 – User Disable

1. Existing active user leaves organization and is designated as inactive in Source of Authority
2. New information on record arrives in source feed
3. User object is disabled in RapidIdentity
4. User object is disabled in Active Directory (staff and limited students)
 - a. *This may include OU movement*
5. ~~User is disabled in Azure/Office 365 (staff only)~~
 - a. ~~*Includes adjustment/removal of license if required*~~
6. ~~User is disabled in Google Workspace~~
 - a. ~~*This may include OU movement*~~

U5 – User Enable

1. Existing inactive user returns to organization and is designated as active in Sources of Authority
2. New information on record arrives in source feed
3. User object is enabled in RapidIdentity
4. User object is enabled and placed in Active Directory (staff and limited students)
 - a. *This may include OU movement*
5. ~~User is enabled in Azure/Office 365 (staff only)~~
 - a. ~~*Includes adjustment/addition of license if required*~~
6. ~~User is enabled in Google Workspace~~
 - a. ~~*This may include OU movement*~~

U6 – Password Reset

1. User resets password via the Portal
2. User is updated in RapidIdentity with new password
3. Password is replicated to any application synchronizing passwords with RapidIdentity that are not setup for Federation. Some systems do not allow users to sync passwords if they are Federated.

U7 – Group Management



1. Dynamic and static management of group memberships through the Roles Module in RapidIdentity
2. Creation of groups
3. Setting up dynamic inclusion/exclusion filters (rules) for managing membership
4. Adding exceptions through static inclusion (or denying inclusion through static exclusion)
5. Synchronizing of new group object to:
 - a. Active Directory (as a security group)
 - ~~b. Office 365 (as a Microsoft 365 group as supported through the MS Graph API)~~
 - ~~c. Google Workspace (as a group/distribution list)~~
6. Detection of membership changes and synchronization to:
 - a. Active Directory
 - ~~b. Office 365~~
 - ~~c. Google Workspace~~

U8 – Workflow Requests

1. Create two (2) workflow requests and associated entitlements
2. Workflow use case to be determined

BEST PRACTICES

The following options for the deployment represent Identity Automation best practices and are included as part of your deployment. If these options do not meet your needs, the project manager and customer success manager can discuss and scope a change order to suit your requirements.

ACCOUNT RENAMING

Username is a key element of an identity management system. They affect how end users login to provided services and authenticate to applications. Industry standards suggest that account renames occur only when absolutely necessary. In most cases, renaming an account requires human interaction to notify the end user that their username is changing based on an event. For this SOW, the account renaming option is as follows:

Rename Option

- An account will be flagged for a rename event, based on a first or last name changing in the source data (HRMS/SIS)
- The Customer will have the ability to specify the number of days between the source data changing and the rename event; which will allow the System Administrator to contact the end user to notify them that their username will be changing in XX days
- The flagging of the account for a rename will invoke a notification email to designated RapidIdentity System Administrators daily.
- At the end of the designated timeframe, the account will be renamed in all denoted systems. If any renaming operations fail, a report will be sent to the RapidIdentity System Administrators in order for them to update the respective systems manually
- **NOTE THAT THIS IS STANDARD - IT CAN BE CUSTOMIZED IN IMPLEMENTATION SO AS LONG AS IT DOES NOT INCREASE SCOPED HOURS LISTED ABOVE**

ACCOUNT PLACEMENT



- All accounts should be placed in accordance with rights for the appropriate placement.
- System Account Placement or AD/Google Account Placement. Active Directory (LDAP) Organizational Units
- Organizational Units (OUs) should be designed to ease the administrative overload. All OUs should have an appropriate policy (Group Policy) to them in order to take the burden of applying granular rights to accounts. If policies are not applied at the OU level, then it is suggested to make the OU Structure less complex, unless needed for visual purposes or other systems.
- Account Placement should always follow a distinctive, static format where rights need to be adjusted and formatted, i.e. location, department, grade level, etc. If not defined Account Placement IA can bind to the root OU and continue with the project.
- The Customer will provide a mapping or document outlining the placement rules for any systems in which accounts are placed in an OU.

ACCOUNT DELETION

Deletion of accounts in target systems such as Active Directory, Azure/O365, and Google WS are fully supported and can be a part of the scope.

- Deletion of identities from RapidIdentity Cloud repository is not supported, as there are a number of functional reasons that the identity metadata should remain in the system including:
- Referential integrity of the identity for auditing purposes - the identity has a lifecycle and many events occur (access granted, access revoked, passwords changed, accounts renamed, actions taken, etc.) that are logged in the RapidIdentity audit database. Removal or reuse of any unique identifiers can cause data integrity issues with the audit log.
- Re-use of identifiers - maintaining the identity metadata prevents the re-use of usernames, email addresses or aliases, or other identifiers; which can cause issues with cross-referencing events or accounts
- RapidIdentity is the source of truth for the “identity” and is the focal point of the metadata that is used to create and manage accounts in target systems. If an identity record is removed from RapidIdentity and the associated account in a target system remains for any reason, that account becomes “orphaned” and is a critical security risk.
- Deleting identity information from RapidIdentity skews any reporting or insight data and metrics
- Personally Identifiable Information metadata can be pared down and removed, leaving the identity with unique identifiers for audit and analytics purposes

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-16

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement with Nightingale Dispute Consultants, Incorporated

ITEM DESCRIPTION: Included in the Board binders is an agreement with Nightingale Dispute Consultants, Incorporated. to provide certain conflict resolution services, including, without limitation, certain assessment, consulting, facilitation, training and other related products and services as delineated in the Consulting Agreement, attached.

The agreement with Nightingale Dispute Consultants, Inc. will include the following:

- Executive Coaching
- Team Coaching & Training
- Documentation
- Training Materials
- Mediation

The agreement is to perform the above services beginning September 25, 2024. The cost to the district is \$45,000.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$45,000 are available in the Human Resources/Labor Relations budget.

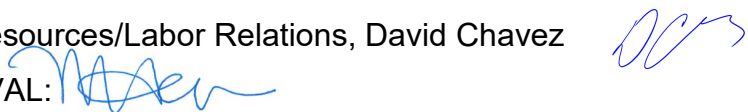
PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:

Handwritten signatures in blue ink, including a signature that appears to be 'Manjit Atwal' and another signature to the right.

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 203854

Federal Funding Will Not Be Used

Timothy Nightingale
Vendor Name

5132 N. Palm, Suite #362
Address

559.970.4349
Phone Number

Timothy Nightingale
Vendor Contact

Term (Duration) From: 9/25/2024

Through: 6/30/2025

FUSD Contract Administrator:
David.Chavez@fresnounified.org
Name

Human Resources
Site/Dept

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

030	0720	0930	5899	0000	7200
:	:	:	:	:	:
:	:	:	:	:	:

Contract Amount: \$45,000.00

Authorized as Not to Exceed

Scope of Work Summary: *Certain Conflict Resolution Services, Including, Without Limitation, Certain Assessment, Consulting, Facilitation, Training And Other Related Products And Services As Delineated In The Agreement.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

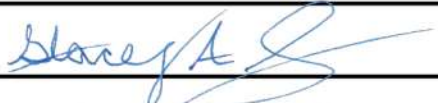
1) Reviewed & approved by **Department:**



2) Reviewed & approved by **Cabinet Level:**



3) Reviewed & approved by **Risk Management:**



Please return signed agreement back to (name/email): Susan.Monasterio@Fresnounified.Org

Routing: Board Date(if applicable): 9/25/2024



CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is effective as of September 25, 2024 (the "Effective Date"), by and between Nightingale Dispute Consultants, Inc., A California Corporation DBA NIGHTINGALE RESOLUTIONS, a California corporation ("Nightingale") and Fresno Unified School District (hereafter, "Client").

RECITALS

A. Nightingale desires to make available to Client certain conflict resolution services, including, without limitation, certain assessment, consulting, facilitation, training and other related products and services (collectively, the "Services" which shall be further detailed as set forth in Appendix "A" attached hereto and incorporated herein).

B. Client wishes to engage Nightingale to provide the Services on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

AGREEMENT

1. Services. Nightingale shall provide to Client the Services as set forth in Appendix "A" on a non-exclusive basis. Nightingale shall determine, in Nightingale's reasonable discretion, the manner and method by which Nightingale shall render the Services pursuant to this Agreement, but shall be required to provide the Services in good faith, with reasonable diligence, and otherwise in accordance with the terms and conditions of this Agreement. Nothing contained in this Agreement shall be deemed to create an employer-employee relationship or principal-agent relationship between Nightingale, on the one hand, and Client, on the other hand. Client will confer regularly with Nightingale as may be required by Nightingale regarding the progress and direction of the Services.

2. Fees & Payment.

(a) In consideration for the Services, Client shall pay to Nightingale the fees set forth in Appendix "A" ("Fees") on a monthly basis. Nightingale shall submit to Client a monthly invoice detailing the Services performed during the preceding month and the amount of Fees due to Nightingale. All such invoices shall be due and payable within thirty (30) calendar days.

(b) In addition, Client agrees to reimburse Nightingale for reasonable third party costs and expenses (each, an "Expense") incurred by Nightingale on behalf of Client in rendering the Services. Provided, however, that any such Expense, other than out-of-pocket planned travel, in excess of \$500 must be pre-approved by Client as a condition to such reimbursement.

(c) Nightingale is entitled to a service/interest charge at the rate of ten percent (10%) per annum on all Fees and costs owed to Nightingale which remain unpaid more than sixty (60) days after the date of the billing statement.

(d) Client is obligated to pay Nightingale for all Fees and costs incurred. Payment of the Fees and costs are not contingent or in any way conditioned upon the outcome or results obtained by Nightingale for the Services provided.

3. Term and Termination. This Agreement shall be effective as of the Effective Date and shall continue in effect through June 30, 2025, unless earlier terminated (i) by the mutual agreement of the parties, or (ii) by either party in the event the other party is in breach of any provision of this Agreement, which breach, if curable, is not cured in all respects within thirty (30) days' after written notice of the breach is given by the non-breaching party to the party in breach.

4. LIMITATION OF LIABILITY. IN NO EVENT SHALL NIGHTINGALE BE LIABLE TO CLIENT FOR ANY CLAIM THAT THE SERVICES FAILED TO PREVENT ANY CONFLICT OR DISPUTE RELATED TO CLIENT, ITS BUSINESS OR EMPLOYEES. IT IS IMPOSSIBLE AND UNETHICAL FOR NIGHTINGALE TO GUARANTEE THE OUTCOME OR ANTICIPATED RESULTS OF THE SERVICES. IN NO EVENT SHALL NIGHTINGALE BE LIABLE FOR ANY DAMAGES RESULTING FROM THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. CLIENT SHALL INDEMNIFY, DEFEND AND HOLD NIGHTINGALE HARMLESS FOR ALL CLAIMS (INCLUDING CLAIMS MADE BY EMPLOYEES OF CLIENT) OCCURRING DURING THE TERM OF THIS AGREEMENT OR DURING NIGHTINGALE'S PERFORMANCE OF THE SERVICES HEREUNDER, UNLESS CAUSED SOLELY DUE TO THE FRAUD OR WILLFUL MISCONDUCT OF NIGHTINGALE.

5. Recitals and Appendix. The Recitals (above) and the Appendix to this Agreement attached hereto are incorporated herein by reference.

6. Amendment. This Agreement may be amended only by an agreement in writing signed by the parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to conflict of law principles.

8. Attorneys' Fees. In the event of any litigation arising from or related to this Agreement, or the Services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including court costs, attorneys' fees, and all other related expenses incurred in such litigation. In the event of a no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

9. No Assignment. Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

10. Benefit. This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

11. Notices. Any notices required or permitted hereunder shall be in writing and given by personal delivery, reputable overnight courier service, or United States mail, registered, express or certified with return receipt requested and postage prepaid. Such notices shall be deemed effective

three (3) business days after mailing, on the date of delivery if delivered personally, or the next business day after deposit with a reputable overnight courier, addressed as follows:

<u>Client:</u> Fresno Unified School District	<u>Nightingale:</u> Nightingale Resolutions Attn: Timothy Nightingale 5132 North Palm, #362 Fresno, CA 93704
---	---

12. **Dispute Resolution.** In the event of a dispute arising under or related to this Agreement, the parties agree in good faith to attempt to resolve their dispute through direct discussion. If such discussion fails, either party may require the other, upon written notice, to participate in mediation under the supervision of a mutually-agreeable mediator, and the hearing shall be held in Fresno, California. All of the arbitrator's fees shall be shared equally by the parties. The parties shall bear their own attorneys' fees. If the parties are unable to resolve the dispute through mediation, they agree to submit their dispute to final, binding arbitration before a single neutral arbitrator in Fresno in accordance with California Code of Civil Procedure Sections 1280, et. seq. Judgment on the award may be entered in any court having jurisdiction. The substantially prevailing party shall be entitled to recover from the other party its attorneys' fees and costs and its share of the arbitrator's fees.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, Client and Nightingale have executed this Agreement as of the Effective Date.

**NIGHTINGALE Dispute Consultants, INC., a
California corporation DBA Nightingale
Resolutions**

Fresno Unified School District

Signed: _____

By: _____

Its: _____


Tila Nightingale
CEO/owner

Signed: _____

By: _____

Its: _____

Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

APPENDIX "A"
Services and Fees Client

- **Scheduled in the format of full-day and/or half-day (minimum of 3 hours) reservations for services.**
- **If a client misses an appointment the appointed time will be charged at 100%.**
- **Total contract not to exceed \$45,000 unless mutually agreed upon otherwise.**

Specific Service	Fees
Executive Coaching	\$275 per hour
Team Coaching & Training	\$ 450 per hour
Documentation	\$150 per hour required to write report
Travel & Training Materials	\$30 per hour of driving (Distance to and from location) \$35 per booklet (1 per participant)
Mediation	\$ 325 per hour Mediation Preparation \$ 525 per hour Mediation

**NIGHTINGALE Dispute Consultants
 INC., a California corporation DBA
 Nightingale Resolutions**

Fresno Unified School District

Signed: 
 By: Tim Nightingale
 Its: CEO / Owner

Signed: _____
 By: _____
 Its: _____

Approved As To Form:


 Stacey Sandoval, Executive Director
 Risk Management

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-17

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Amendment No. 5 to the Agreement with Pinnacle Training Systems, LLC

ITEM DESCRIPTION: Included in the Board binders is amendment No. 5 to the agreement with Pinnacle Training Systems, LLC

Pinnacle Training Systems, LLC provides health screenings, wellness coaching, personal training, behavior modification, fitness classes, and flu shots to eligible plan participants, including active employees, retirees, and dependent children aged 18 and over.

Amendment five is adopting the recommendation to provide prostate-specific antigen (PSA) testing during the onsite wellness screenings effective October 01, 2024. It is recommended to start testing at 40 years of age with those who had relatives who were diagnosed with prostate cancer.

The cost to add this screening to the series of blood tests is \$30.00 per test, with an estimated \$11,130 annual cost to complete. The current agreement with Pinnacle Training Systems, LLC is from July 01, 2024, through June 30, 2027, for \$309,740 with a 2% yearly increase. The new total will be approximately \$320,870 for the first year.

These services align with the Joint Health Management Board's established goals and responsibilities for providing active and retired employees with high-quality health care.

FINANCIAL SUMMARY: Sufficient funds in the amount of 11,130 are available in the Internal Service Health Fund budget to cover cost of Amendment No. 5.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6227

CABINET APPROVAL: Chief Financial Officer/Patrick Jensen

INTERIM SUPERINTENDENT APPROVAL:





Achieving our Greatest Potential!

Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>21233</u>	
Vendor Number	
Pinnacle Training System	6011 Fresno Street 120 Fresno Ca 93710
Vendor Name	Address
(559) 515-3578	Felicia Gomez, Owner
Phone Number	Vendor Contact
From: 7/1/2024	Through: 6/30/2027
Term (Duration)	
FUSD Contract Administrator:	
Steven Shubin	Benefits Department 559-457-6227
Name	Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670-0841-0880-0000-6000-5899**

Annual Cost \$ ~~910,000.00~~ **\$981,991** (Estimated Amount) ☒

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

Yes ☐No ☒**Scope of Work Summary:**

Provides health screenings, wellness coaching, personal training, behavior modification, and fitness classes to eligible plan participants, including active employees, retirees, and dependent children aged 18 and over.

*Starting October 1, 2024 Amendment five is adopting the recommendation to provide prostate-specific antigen (PSA) testing during the onsite wellness screenings. The cost to add the screening to the series of blood test is \$30.00 per test and is estimated to increase the cost by \$11,130, there will be a 2% increase per year for the next 2 years. *gr* *SS*

Please indicate where the work will be performed:

Work to be performed remotely in the state of California ☒

Date Item is to appear on Board of Education Agenda: **09/25/2024**
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by Department Head:

Signed

08/29/2024

04/23/2024

Date

Reviewed & approved by Cabinet Level Officer

Signed

06/20/2024

Date

Reviewed & approved by Risk Management

Signed

Aug 29, 2024

Apr 24, 2024

Date

Please return signed agreement back to (name/email) : Christina Everitt Christina.Everitt@fresnounified.org

**Amendment Five to the Independent Contractor Services Agreement
Between
The Fresno Unified School District and Pinnacle Training Systems, LLC**

Pursuant to Paragraph 27 of the Independent Contractor Services Agreement (“Agreement”), dated July 1, 2020, between the Fresno Unified School District (“District”) and Pinnacle Training Systems, LLC (“Contractor”), the Agreement is amended effective October 1, 2024 to read as follows:

1. Exhibit B to Agreement will be amended in its entirety to read as follows:

**EXHIBIT B TO AGREEMENT
BETWEEN THE DISTRICT AND THE CONTRACTOR
PRICE SHEET**

Service	(Year 2024-2025) Unit Cost	(Year 2025-2026) Unit Cost	(Year 2026-2027) Unit Cost
HRA + Health Screening + Wellness Coaching (blood draw opt-out) (includes data reporting and transfer)	Per Population Group <1000: \$42.67 1001-5000: \$42.09	Per Population Group <1000: \$43.52 1001-5000: \$42.93	Per Population Group <1000: \$44.39 1001-5000: \$43.79
HRA + Health Screening + Wellness Coaching (lipid + A1c) (includes data reporting and transfer)	Per Population Group <1000: \$98.83 1001-5000: \$98.26	Per Population Group <1000: \$100.81 1001-5000: \$100.23	Per Population Group <1000: \$102.83 1001-5000: \$102.23
TSH Test- Health Screening Add on	\$25.50/person	\$26.01/person	\$26.53/person
Vitamin D Test- Health Screening Add on	\$35.70/person	\$36.41/person	\$37.14/person
Vitamin B12 Test- Health Screening Add on	\$18.36/person	\$18.73/person	\$19.10/person

Transfer/Letter of: (1) Assessments/Screening Results to PCP (2) Coaching opt-ins & High Risk Members not reachable by two telephonic attempts	\$3.47/Fax/Letter	\$3.54/Fax/Letter	\$3.61/Fax/Letter
In Person Group Fitness Classes	\$77.89/class	\$79.44/class	\$81.03/class
Healthy Minute/Fitness Corner Virtual Group Fitness Wellness Seminars/video clips Workshops	\$185.31/Healthy Minute/Fitness Corner Video \$185.31/30-minute Fitness Class \$185.31/seminar/video clips \$74.14/30 min workshop	\$189.02/Healthy Minute/Fitness Corner Video \$189.02/30-minute Fitness Class \$189.02/seminar/video clips \$75.62/30 min workshop	\$192.80/Healthy Minute/Fitness Corner Video \$192.80/30-minute Fitness Class \$192.80/seminar/video clips \$77.13/30 min workshop
Wellness Challenges (pro-rated upon length) (4 week) (6 week) (8 week) (10 week)	\$1,427.67 + \$2.76/pp \$2,140.65 + \$2.76/pp \$2,854.19 + \$2.76/pp \$3,425.71 + 2.76/pp	\$1,456.22 + \$2.82/pp \$2,183.46+ \$2.82/pp \$2,911.27+ \$2.82/pp \$3,494.22+ 2.82/pp	\$1,485.34 + \$2.88/pp \$2,227.13+ \$2.88/pp \$2,969.50+ \$2.88/pp \$3,564.10+ 2.88/pp
Healthy Habits Coaching 8- 30 min sessions 12- 30 min sessions	\$307.74 \$461.62	\$313.90 \$470.85	\$320.18 \$480.27
Personal Training (8) 1 hour or (16) 30 min sessions: (12) 1 hour or (24) 30 min sessions:	\$543.03 \$730.27	\$553.89 \$744.88	\$564.97 \$759.78
On-site Chair Massage Therapy	\$2.10/minute or \$119.14/hr (depending on therapist)	\$2.14/minute or \$121.52/hr (depending on therapist)	\$2.18/minute or \$123.95/hr (depending on therapist)
Flu Shots Standard Quadrivalent High Dose 65+	\$35.70/person \$79.56/person	\$36.41/person \$81.15/person	\$37.14/person \$82.77/person

Clinics must be scheduled three weeks in advance. Clinics scheduled fewer than three weeks in advance will be subject to an additional \$300 charge. Clinics cancelled within 10 business days of the event will be subject to a 50% cancellation fee equivalent to 20 flu shots (\$560) for a three (3) hour event or 27.5 flu shots (\$770) for a four (4) hour event.	(1) Clinic Time Minimum of three (3) hours/1-55 individuals: Cost will be the greater of 30 flu shots or the actual number of flu shots administered; (2) Clinic Time Minimum of four (4) hours /56-120 individuals: Cost will be the greater of 40 flu shots or the actual number of flu shots administered.	(1) Clinic Time Minimum of three (3) hours/1-55 individuals: Cost will be the greater of 30 flu shots or the actual number of flu shots administered; (2) Clinic Time Minimum of four (4) hours /56-120 individuals: Cost will be the greater of 40 flu shots or the actual number of flu shots administered.	(1) Clinic Time Minimum of three (3) hours/1-55 individuals: Cost will be the greater of 30 flu shots or the actual number of flu shots administered; (2) Clinic Time Minimum of four (4) hours /56-120 individuals: Cost will be the greater of 40 flu shots or the actual number of flu shots administered.
Skin Cancer Screenings Clinics must be scheduled three weeks in advance. Clinics scheduled fewer than three weeks in advance will be subject to an additional \$300 charge. Clinics cancelled within 10 business days of the event will be subject to a 50% cancellation fee equivalent to one (1) hour of service (\$95) for a two (2) screening.	\$104.80/hour/nurse Minimum Two Hours; Six Screenings per hour	\$106.90/hour/nurse Minimum Two Hours; Six Screenings per hour	\$109.04/hour/nurse Minimum Two Hours; Six Screenings per hour
Fecal Occult Kit (Colorectal Cancer Screening) Cost includes delivery of kit and lab processing.	\$42.84/person	\$43.70/person	\$44.57/person
Complete Blood Count (CBC) Panel	\$20.00/person	\$20.40/person	\$20.80/person
Prostate-Specific Antigen Testing (PSA)	\$30.00/person	\$30.60/person	\$31.21/person

Fresno Unified School District By: _____	<u>Pinnacle Training Systems, LLC</u> By: <u>Felicia Gomez</u> Felicia Gomez Owner
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Approved As To Form:

A handwritten signature in blue ink, appearing to be "Shane H. S.", written in a cursive style.

Aug 29, 2024

**Amendment Four to the Independent Contractor Services Agreement
Between
The Fresno Unified School District and Pinnacle Training Systems, LLC**

Amendment #4 effective July 1, 2024 will extend the current contract terms from July 1, 2024 through June 30, 2027 and shall include the following changes:

Pursuant to Paragraph 27 of the Independent Contractor Services Agreement (“Agreement”), dated July 1, 2020, between the Fresno Unified School District (“District”) and Pinnacle Training Systems, LLC (“Contractor”), the Agreement is amended effective July 1, 2024 and will be in effect through June 30, 2027 to read as follows:

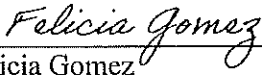
1. Exhibit B to Agreement will be amended in its entirety to read as follows:

**EXHIBIT B TO AGREEMENT
BETWEEN THE DISTRICT AND THE CONTRACTOR
PRICE SHEET**

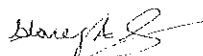
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Transfer/Letter of: (1) Assessments/Screening Results to PCP (2) Coaching opt-ins & High Risk Members not reachable by two telephonic attempts	\$3.47/Fax/Letter	\$3.54/Fax/Letter	\$3.61/Fax/Letter
In Person Group Fitness Classes	\$77.89/class	\$79.44/class	\$81.03/class
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On-site Chair Massage Therapy	\$2.10/minute or \$119.14/hr (depending on therapist)	\$2.14/minute or \$121.52/hr (depending on therapist)	\$2.18/minute or \$123.95/hr (depending on therapist)
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Complete Blood Count (CBC) Panel	\$20.00/person	\$20.40/person	\$20.80/person

Fresno Unified School District By:  06/20/2024 Patrick Jensen, Chief Financial Officer	<u>Pinnacle Training Systems, LLC</u> By:  Felicia Gomez Owner
--	---

Approved As To Form:



Apr 24, 2024

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-18

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Partnership with Fresno County Cradle to Career

ITEM DESCRIPTION: Included in the Board binders is a list of sponsors for the Cradle to Career (C2C) Partnership for Fresno County.

C2C is a community wide partnership of public, private, nonprofit, and philanthropic leaders who are organizing efforts and resources around building a shared community vision that all Fresno County youth will realize success and good health at every age, from cradle to career.

The C2C Partnership is a cross-sector effort to coordinate existing resources and institutions, including Fresno Unified, toward a common goal and common measurements. The Partnership is committed to the alignment of goals in the education arenas. The goals of the Partnership are based on several key community goals, which ensure that every child is:

- Healthy at every age
- Prepared for school
- Supported inside and outside of school
- Succeeds academically
- Enrolls in and completes some form of post high school education
- Enters their career of choice
- Is supported through meaningful career progression

Board approval will continue this community work and the Fresno Unified role as a key partner in this effort.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$50,000 are available in the Communications budget.

PREPARED BY: Ambra O'Connor, Chief of Staff

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL:



Fresno Cradle to Career Sponsorships
Fiscal Year 2024-2025

Leadership Council Organizations	Sponsorship Amount	Notes	Date Received	Transferred to FCSS Dp 0323		
				Check #	Check Date	Check Amount
CalViva Health	\$100,000	NO INVOICE PER LINDA/ CEO Jeffery Nkansah				
CVCF	\$10,000					
City of Fresno	\$0	HOLD till further notice				
County of Fresno	\$10,000	July				
First 5 Fresno County	\$10,000					
Fresno Housing Authority	\$10,000					
Fresno State	\$25,000					
Fresno Unified School District	\$50,000	July				
State Center Community College District	\$25,000					
Valley Children's Healthcare	\$12,500					
West Hills Community College District	\$0	TBD				
LEADERSHIP COUNCIL TOTAL	\$252,500					\$0.00

Partnership Table Organizations	Sponsorship Amount	Notes	Date Received	Transferred to FCSS 0323		
				Check #	Check Date	Check Amount
Alvina Elementary Charter School District	\$315	Ty letter done	8/15/2024			
Big Creek School District	\$55					
Burrel Union Elementary School District	\$315					
Caruthers Unified School District	\$1,050	Ty letter done	8/28/2024			
Central Unified School District	\$7,875					
Clay Elementary School District	\$210	Ty letter done	8/26/2024			
Coalinga-Huron Unified School District	\$5,250					
Firebaugh-LasDeltas Unified School Dist.	\$2,100	Ty letter done	8/28/2024			
Fowler Unified School District	\$2,625					
Golden Plains Unified School District	\$1,575					
Kerman Unified School District	\$3,675					
Kings Canyon Unified School District	\$2,625					
Kingsburg Elementary Charter School Dist.	\$1,300					
Kingsburg High School	\$525					
Laton Unified School District	\$1,050					
Mendota Unified School District	\$2,625					
Monroe Elementary School		\$315				
Orange Center School District	\$420	Ty letter done	8/28/2024			
Pacific Union Elementary	\$420					
Parlier Unified School District	\$7,875					
Pine Ridge Elementary School District	\$210	Ty letter done	8/23/2024			
Raisin City Elementary	\$315	Ty letter done	8/28/2024			
Riverdale Joint Unified School District	\$1,300	Ty letter done	8/28/2024			
Sanger Unified School District	\$5,250					
Selma Unified School District	\$3,675					
Sierra Unified School District	\$525					
Washington Colony Elementary	\$525					
Washington Unified School District	\$2,100					

Fresno Cradle to Career Sponsorships
Fiscal Year 2024-2025

West Park School District	\$525					
Westside Elementary	\$315					
PARTNERSHIP TOTAL	\$56,625					\$0.00
GRAND TOTAL	\$309,125					\$0.00

		Notes	Check #	Check Date	Total Amount
					\$0.00
					\$0.00
					\$0.00
Balance Remaining	\$309,125.00	Total Disbursements			\$0.00

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-19

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Potential 2024 Bond Measure Project Priority List

ITEM DESCRIPTION: Included in the Board binders is the staff recommended potential 2024 Bond Project List and Priorities. Future project implementation will depend on project definition and scoping, funding availability and Board approval.

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

PREPARED BY: Paul Idsvoog

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

INTERIM SUPERINTENDENT APPROVAL: 

Potential Bond Measure H Projects
Draft Document for Board Consideration

SCHOOL	Year Built	HS Region	Bucket	Equity - Overall Fac. Assmnt.	Suitability Score	FTA/Equity/Both	Identified Site	EARLY LEARNING FACILITIES		CORE FACILITIES: CAFETERIAS, LIBRARIES, GYMS, FIELDS, COURTS, THEATERS, OFFICES, RESTROOMS, STAFF SUPPORT, PARKING		UPDATE AGING / OUTDATED FACILITIES; BUILD NEW ELEMENTARY CAMPUS		PROGRAM EXPANSION: CTE, STUDENT SUPPORT, SPECIAL EDUCATION, FARBER CAMPUS		SAFETY/SECURITY: ACCESS & PERIMETER CONTROL, PEDESTRIAN/VEHICLE SAFETY		BUILDING SYSTEM IMPROVEMENTS: RENOVATIONS, UPGRADES, REPLACEMENT		TOTALS
								Description of Work/Project	Est. Project Cost	Description of Work/Project	Est. Project Cost	Description of Work/Project	Est. Project Cost	Description of Work/Project	Est. Project Cost	Description of Work/Project	Est. Project Cost	Description of Work/Project	Est. Project Cost	Totals
Bullard Talent K-8	1954	Bullard	R	Poor	42.73					Theater Improv./Fire & Life Safety Access Improv.	\$ 5,000,000									\$ 5,000,000
Bullard HS	1954	Bullard	R	Good	79.52					Concrete Tennis Courts	\$ 3,200,000									\$ 3,200,000
Bullard HS	1954	Bullard	R	Good	79.52					South Gym Locker Room Upgrades	\$ 6,900,000									\$ 6,900,000
Bullard HS	1954	Bullard	T	Good	79.52					Turf, Track, Lights & Stands	\$ 15,500,000									\$ 15,500,000
Addams ES	1948	Edison	F	Unsatisfactory	32.28							Portable Replacement	\$ 10,000,000							\$ 10,000,000
King ES	1971	Edison	F	Unsatisfactory	37.83							Portable Replacement	\$ 10,000,000							\$ 10,000,000
Computech MS	1958	Edison	R	Fair	64.94							Partial Renovation	\$ 23,948,438							\$ 23,948,438
Edison HS	1941	Edison	T	Fair	70.93					Turf, Track, Lights & Stands	\$ 15,500,000									\$ 15,500,000
Chandler Airport Program		Edison	A											CTE Aviation Academy, bond contribution	\$ 15,000,000					\$ 15,000,000
Del Mar ES	1947	Fresno	F	Unsatisfactory	34.11							Portable Replacement	\$ 10,000,000			Intrusion Upgrade	\$ 120,000			\$ 10,120,000
Fort Miller MS	1952	Fresno	R	Poor	55.32							Partial Renovation	\$ 25,648,594							\$ 25,648,594
Fresno High	1920	Fresno	T/R	Fair	72.64					Turf, Track, Lights & Stands	\$ 15,500,000							Pool Locker Room, Shade Scoreboard and seating Renovation	\$ 1,928,500	\$ 17,428,500
Fresno High	1920	Fresno	M	Fair	72.64					Two-Story Cafeteria, plant coordinator facilitv. ROTC relocation	\$ 21,000,000									\$ 21,000,000
Pyle ES	1954	Hoover	R	Poor	52.85			Restroom Need	\$ 1,200,000	Cafeteria Reconstruction	\$ 9,000,000	Portable Replacement	\$ 10,000,000			Intrusion/Fire Alarm Upgrade	\$ 250,000	Hydronic, Sewer, Water and Gas Replacement	\$ 1,500,000	\$ 21,950,000
Pyle ES	1954	Hoover		Poor	52.85							Renovation	\$ 10,911,344							\$ 10,911,344
Wolters ES	1951	Hoover	R	Poor	56.34							Portable Replacement	\$ 10,000,000							\$ 10,000,000
Hoover HS	1961	Hoover	M	Good	76.48					Admin Replacement	\$ 7,000,000									\$ 7,000,000
Hoover HS	1961	Hoover	T	Good	76.48					Turf, Track, Lights & Stands	\$ 15,500,000									\$ 15,500,000
Ericson ES	1960	McLane	F	Unsatisfactory	37.83							Portable Replacement	\$ 10,000,000			Parking Lot Improvemer	\$ 1,125,000			\$ 11,125,000
Ericson ES	1960	McLane	F	Unsatisfactory	37.83											Intrusion Upgrade	\$ 120,000			\$ 120,000
Norseman ES	1956	McLane	F	Unsatisfactory	11.09			New EL Classroom Bldg.	\$ 8,500,000	Library	\$ 3,281,250	New Classroom Bldg. & Site Improvements	\$ 15,900,000			Admin Relocation / Access Improvements	\$ 7,000,000			\$ 34,681,250
Norseman ES	1956	McLane	F	Unsatisfactory	11.09											Intrusion/Fire Alarm Upgrade	\$ 350,000			\$ 350,000
Birney ES	1951	McLane	F	Unsatisfactory	29.32			New EL Classroom Bldg.	\$ 8,500,000	Cafeteria Reconstruction	\$ 9,000,000					Library / Admin Relocation	\$ 2,800,000			\$ 20,300,000

Potential Bond Measure H Projects
Draft Document for Board Consideration

SCHOOL	Year Built	HS Region	Bucket	Equity - Overall Fac. Assmnt.	Suitability Score	FTA/Equity/Both	Identified Site	EARLY LEARNING FACILITIES		CORE FACILITIES: CAFETERIAS, LIBRARIES, GYMS, FIELDS, COURTS, THEATERS, OFFICES, RESTROOMS, STAFF SUPPORT, PARKING		UPDATE AGING / OUTDATED FACILITIES; BUILD NEW ELEMENTARY CAMPUS		PROGRAM EXPANSION: CTE, STUDENT SUPPORT, SPECIAL EDUCATION, FARBER CAMPUS		SAFETY/SECURITY: ACCESS & PERIMETER CONTROL, PEDESTRIAN/VEHICLE SAFETY		BUILDING SYSTEM IMPROVEMENTS: RENOVATIONS, UPGRADES, REPLACEMENT		TOTALS
Birney ES	1951	McLane	F	Unsatisfactory	29.32					Library	\$ 3,750,000					Intrusion/Fire Alarm Upgrade	\$ 350,000			\$ 4,100,000
Yosemite MS	1949	McLane	R	Poor	56.32					Office Replacement	\$ 4,062,500	Partial Renovation	\$ 19,166,875					Classroom HVAC/EMS and Central Plant Replacement	\$ 4,000,000	\$ 27,229,375
Calwa ES	1945	Roosevelt	F	Unsatisfactory	35.68			New EL Classroom Bldg.	\$ 9,000,000	New Cafeteria	\$ 11,000,000	New Classroom Bldg. & Site Improvements	\$ 14,500,000							\$ 34,500,000
Calwa ES	1945	Roosevelt	F	Unsatisfactory	35.68					Library	\$ 3,281,250					Admin Relocation	\$ 7,000,000			\$ 10,281,250
Lane ES	1951	Roosevelt	F	Unsatisfactory	43.34							Campus Wide Mod	\$ 10,125,000			Library / Admin Relocation / Access Improvements	\$ 8,500,000			\$ 18,625,000
Lane ES	1951	Roosevelt	F	Unsatisfactory	43.34											Intrusion/Fire Alarm Upgrade	\$ 350,000			\$ 350,000
Roosevelt HS	1927	Roosevelt	T	Poor	53.14					Turf, Track, Lights & Stands	\$ 15,500,000									\$ 15,500,000
Roosevelt HS	1927	Roosevelt	M	Poor	53.14					Admin Replacement	\$ 7,000,000									\$ 7,000,000
Roosevelt HS	1927	Roosevelt	R	Poor	53.14					Modernization Phase II - Completion of Auditorium Mod	\$ 7,000,000									\$ 7,000,000
Farber South		Roosevelt	M											Building B	\$ 2,031,250					\$ 2,031,250
Sunnyside HS	1999	Sunnyside	R	Good	77.79					Concrete Tennis Courts	\$ 3,200,000									\$ 3,200,000
CTE Agricultural Farm	---	Sunnyside	R	N/A										CTE Ag Farm Facility - Phase 1 Infrastructure	\$ 9,000,000					\$ 9,000,000
Deferred Maint. & Small Capital Projects			D															DM & Small Cap (6 years)	\$ 50,000,000	\$ 50,000,000

TOTAL: \$ 500,000,000

Highest Need Sites/Equity Tool
Equity Need/FTA Collaboration

T = Turf, Track and Lights
F = FTA Identified List
A = Aviation Program
M = Measure M Remaining Projects
D = Deferred Maintenance & Small Capital
R = Remaining

Turf, Track, & Lights Projects	\$ 77,500,000
FTA Identified List	\$ 164,552,500
Chandler Aviation Program	\$ 15,000,000
Measure M Remaining Projects	\$ 37,031,250
Deferred Maintenance	\$ 50,000,000
Remaining	\$ 155,916,250
TOTAL	\$ 500,000,000

Totals by Region	
Bullard	\$ 30,600,000
Edison	\$ 74,448,438
Fresno	\$ 74,197,094
Hoover	\$ 65,361,344
McLane	\$ 97,905,625
Roosevelt	\$ 95,287,500
Sunnyside	\$ 12,200,000
Districtwide DM	\$ 50,000,000
TOTAL	\$ 500,000,000

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: September 25, 2024

AGENDA ITEM C-20

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify the Completion of Measure X Project Funding

ITEM DESCRIPTION: The Board has previously approved bids for three projects, as follows: (a) Bid 23-23, relating to Ericson Elementary School New Multi-Purpose Building and Interim Housing, approved on March 08, 2023; (b) Bid 23-33, relating to Del Mar Elementary School New Multi-Purpose Building, approved on April 12, 2023; and (c) Bid 23-09, relating to Sunnyside High School New Career Center Technical Educational Health Science Building, approved by the Board on April 12, 2023. For each of these projects, the Board approval identified Measure M as the funding source. This action has been reviewed and approved by bond counsel.

The Board is requested at this time to ratify a transfer from Measure M to Measure X to complete the Measure X bond measure allocations.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$15.3 million are available in the Measure X Building Fund budget.

PREPARED BY: Patrick Jensen and Paul Idsvoog

DIVISION: Business and Financial Services and Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

INTERIM SUPERINTENDENT APPROVAL: 