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

AGENDA
THURSDAY, JUNE 20, 2024
*4:30 P.M. (CLOSED SESSION) *6:00 P.M. (OPEN SESSION)

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

Please note: Parking will be available for Board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and "N" streets – entrance on "N" street. Board meeting attendees without key cards should report to the parking booth attendant. Please do NOT take a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room 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 Interim 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**.
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. Principal
    b. Superintendent
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
    a. Stephen Davis v. Fresno Unified School District, et al; Fresno County Superior Court Case No. 12 CECG03718
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
    a. Stephen Cortez v. Fresno Unified Workers' Compensation
    Fresno Unified Case No. WC21-0707-5495
    b. Student v. Fresno Unified School District

***6:00 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

Paul Idsvoog will lead the flag salute.

HEAR Report from Interim Superintendent

BOARD/INTERIM SUPERINTENDENT COMMUNICATION

OPPORTUNITY for Public Comment on Consent Agenda Items

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be 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.

A. CONSENT AGENDA

A-1, 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.

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular board meeting held June 12, 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.

A-3, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the June 12, 2024, Board of Education regular meeting. 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.

A-4, APPROVE Annual Request to Hire Non-Credentialed Consultants for the 2024/25 School Year

Included for Board consideration is a request to hire non credentialed consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students for the 2024/25 school year. This is an annual request to remain compliant with the California Statewide Assignment Accountability System Audit. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the site's budget. Contact person: David Chavez, telephone 457-3713.

A-5, APPROVE Retiree Contracts for the 2024/25 School Year

Included in the Board binders are seven retiree contracts for the 2024/25 school year. The retiree contracts are needed to provide part-time instruction at Fresno Adult School (FAS), target chronic absenteeism at King Elementary School, deliver intervention supports at Viking Elementary School, and provide translation services through the English Learner Services Department. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the amounts of $ 165,999 in the FAS budget, $ 39,232 in the King Elementary School budget, $ 46,572 in the Viking Elementary School budget, and $ 16,973 is in the English Learner Services budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-6, APPROVE Revised Certificated Management Competitive and Negotiable Monthly Salary Schedule

Included in the Board binders is the revised Certificated Management Competitive and Negotiable Monthly Salary Schedule. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3713.

A-7, APPROVE 2024/25 Salary Schedule Revisions Reflecting 3% Increase -- Operations Hourly Salary Schedule, Fresno Teachers Association – Trades, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Education/Vocational Education Teachers, Junior Reserve Officers' Training Corps Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, International Association of Machinists and Aerospace Workers Crafts, Extra-Pay-Extra-Services Salary Schedule Reflecting 8.5% Increase, and Certificated Substitute Daily Salary Schedule

Included in the Board binders are the 2024/25 Operations Hourly Salary Schedule, Fresno Teachers Association (FTA) – Trades, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Education/Vocational Education Teachers, Junior Reserve Officers' Training Corps (JROTC) Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, International Association of Machinists and Aerospace Workers (IAMAW) Crafts, Certificated Substitute (FASTA) Daily Salary Schedule, and Extra-Pay-Extra-Services Salary Schedules. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3713.

A-8, APPROVE Revised Job Description for Coordinator 1 – Purchasing

Included in the Board binders is the revised job description for Coordinator 1 – Purchasing Department. This position is accountable for improving student achievement through the effective management of an assigned area; plan, organize and supervise the daily operation of the Purchasing Department to provide timely delivery of high quality services to meet the needs of the sites and departments; ensure district purchases are made in accordance with applicable laws, codes and policies; train, supervise, assign and evaluate the work of assigned staff and contracting support for other services to ensure the financial viability of the district. Due to the increased scope of work with upcoming bond measures, there will be a change in grade from E-19 to E-20. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $6,300 are available in the Purchasing Budget. Contact person: David Chavez, telephone 457-3713.

A-9, APPROVE the Development of the Clear Administrative Service Credential Program

Included for Board consideration and approval is the Fresno Unified School District Clear Administrative Service Credential (CASC) Program. The development of the CASC Program in Fresno Unified is intended to support administrative personnel to: meet Commission on Teacher Credential (CTC) requirements, develop and deepen expert noticing of instructional pedagogy for equity and provide growth-producing feedback, navigate organizational stability by recognizing school structures and systems critical for all students to achieve and thrive at high levels, expand and refine knowledge and skills to promote more effective teaching and learning through cognitive coaching, and engage in authentic leadership experiences through a systematic structure of support that helps them experience first-hand issues administrators face, refine their practice, and better understand their professional responsibilities. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $450,700 are available in the Leadership Development Budget. Contact person: David Chavez, telephone 457-3713.

A-10, APPROVE the Fall 2024 California Dashboard Local Indicators

Included in the Board binders is updated information regarding the Fall 2024 California Dashboard Local Indicators and associated local indicator mandates. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-11, APPROVE the 2024/25 Special Education Local Plan Area Local Plan

Included in the Board binders is the Fresno Unified proposed 2024/25 Special Education Local Plan Area (SELPA) Local Plan. A Board approved proposed Special Education Local Plan must be submitted to the California Department of Education (CDE) by June 30, 2024. Once approved by the CDE, this will become the official 2024/25 Local Plan and is expected to serve approximately 11,000 students with special education services. The contracts and certifications, annual budget plan, and the annual service plan sections cover the time period of July 01, 2024, through June 30, 2025. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-12, APPROVE Agreement with A & A Crane Services

Included in the Board binders is an agreement with Fresno Unified School District and A & A Crane Services. This agreement will provide Cal OSHA Certification for 19 general maintenance employees to operate the district's boom truck. This will ensure safe operation and compliance with state regulations. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $28,500 are available in the One-Time Facilities Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-13, APPROVE Agreement with Break the Barriers for July 2024 Swim Lessons

Included in the Board binder is an agreement with Break the Barriers, which is a Board approved Request for Qualifications (RFQ) 22-09 vendor. Break the Barriers will offer five swimming sessions off-site at their facility. Services will be provided to current Fresno Unified students in grades Transitional Kindergarten through grade 12. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $162,463 are available in the Expanded Learning Department Expanded Learning Opportunities Program budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-14, APPROVE Agreement with the City of Fresno for July 2024 Swim Lessons and Recreational Swim

Included in the Board binders is an agreement with the City of Fresno Parks After School Recreational and Community Services (PARCS), which is a Board approved Request for Qualifications (RFQ) 22-09 vendor. The City of Fresno PARCS will offer three swim sessions at seven high schools and eight days of recreational swimming at five high schools. Service will be provided to Fresno Unified students in grades Preschool through grade 12. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $233,333 are available in the Expanded Learning Department Expanded Learning Opportunities Program budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-15, APPROVE Agreement with Career Nexus

Included in the Board Binders is a sub-lease agreement with Career Nexus for a college and career experience and support center focused on industry-recognized certifications, dual enrollment, career themed field trips and summer and winter camps for students of all grade levels, college advising through connections with higher education and industry partners, and an on-ramp to high-skill, high-wage industry sectors. Funds secured through the K16 Collaborative and the Expanded Learning Opportunities Program will cover the cost of the sub-lease with Career Nexus. No additional funds are requested. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $1,116,440 are available in the K16 Collaborative and Expanded Learning Opportunities Program budgets. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-16, Approve Agreement with California Office to Reform Education for Shared Principal II Services by Maria Lynn Rocha Salazar as a Fresno Unified Employee on Loan to California Office to Reform Education

Included in the Board binders is an agreement with the California Office to Reform Education (CORE). The agreement is for shared Principal II services by Maria Lynn Rocha Salazar as a Fresno Unified Employee on loan to CORE as of August 01, 2024, through June 30, 2025. The Interim Superintendent recommends approval. Fiscal impact: Pursuant to the Shared Services Agreement, CORE must reimburse the district for all items of cost associated with, or arising out of, its access to the services of the district's employee, Maria Lynn Rocha Salazar. Contact person: David Chavez, telephone 457-3713.

A-17, APPROVE Agreement with Consultant from EduLead, LLC

Included in the Board binders is an agreement with EduLead, LLC to provide a consultant to Fresno Unified School District to support the implementation of the Council of the Great City Schools (CGCS) recommendations. On May 08, 2024, the Council of the Great City Schools presented to the Board of Education their recommendation on improving Special Education Services in the Fresno Unified School District. CGCS' report advised hiring a consultant to facilitate and expedite these recommendations, ensuring effective implementation across all schools and department engagement with all educational partners. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $93,600 are available in the Special Education Department budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-18, APPROVE Agreement with Recruitment Alley for Paraprofessional Support for Special Education

Included in the Board binders is a 2024/25 agreement with Recruitment Alley to provide paraprofessional support for the Special Education Department. Recruitment Alley will contract with the Special Education Department to provide up to 100 paraprofessionals to address the 205 paraprofessional and paraeducator vacancies within the district. The agreement is estimated to cost $3,960,000. Contracted paraprofessionals will be assigned to district sites where vacancies exist to provide support. This agreement specifically addresses the current vacant positions, and the number of requested paraprofessionals will decrease as sites interview and hire their own classified special education supports. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $3,960,000 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-19, APPROVE Agreement with the State Center Community College District

Included in the Board binders is an agreement with the State Center Community College District (SCCCD) and Expanded Learning Department. SCCCD is a prequalified community-based partner through the Request for Qualifications (RFQ) 22-09 process and Board approved. SCCCD will provide seven different programs during summer camps in July 2024. SCCCD will serve 340 Fresno Unified students in grades 1 through 12. Programs are focused on STEM and College and Career Discovery. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $176,968 are available in the Expanded Learning Department Expanded Learning Opportunities Program budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-20, APPROVE Agreement with Stepping Stones to Provided Extra Support for Special Education

Included in the Board binders is an agreement with Stepping Stones for the 2024/25 school year.

The Stepping Stones group will contract with the Special Education Department to provide 82 extra paraprofessionals to address the individual needs of students. The agreement is estimated to cost $4,059,000. The number of requested paraprofessionals will fluctuate based on individual student needs. The Interim Superintendent recommends approval. Fiscal impact: A budget augmentation in the amount of $4,059,000 is requested for the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-21, APPROVE Agreement with Stepping Stones for Paraprofessional Support in Special Education

Included in the Board binders is an agreement with Stepping Stones. The Stepping Stones group will contract with the Special Education Department to provide up to 100 paraprofessionals to address the 205 paraprofessional and paraeducator vacancies within the district. The contract is estimated to cost $4,158,000. Contracted paraprofessionals will be assigned to district sites where vacancies exist to provide support. This agreement specifically addresses the current vacant positions, and the number of requested paraprofessionals will decrease as sites interview and hire their own classified special education supports. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $4,158,000 are available in the Special Education Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-22, APPROVE Agreements for Expanded Learning After School Program Enrichment Services

Included in the Board binders is a matrix of Request for Qualifications (RFQ) 22-09 prequalified vendors that will lead enrichment services in the 2024/25 After School Programs at 68 school sites. Enrichment services will focus on applied literacy and/or mathematics through real-world and student-centered experiences, Visual and Performing Arts (VAPA), Science, Technology, Engineering, and Mathematics (STEM), and/or Sports and Fitness. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of 35,386,451 are available in the Expanded Learning Department Expanded Learning Opportunities Program budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-23, APPROVE Agreements for Legal Services for the 2024/25 School Year

Included in the Board binders is a list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2024/25 fiscal year. The list includes the firm name, location, and the 2023/24 and 2024/25 attorney hourly rate(s). The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the 2024/25 budget in the Unrestricted General Fund, Workers' Compensation Fund, and Liability Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-24, APPROVE Amendment to the Agreement with Tyler Technologies, Inc.

Included in the Board binders is information on an amendment to an agreement with Tyler Technologies, Inc. to allow for additional on-site training. The additional support will help ensure an efficient start to the 2024/25 school year. To ensure the safe transport of every student and efficiency for the Transportation Department Tyler offers a simple, yet comprehensive, transportation management software solution currently being implemented. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $8,520 are available in the Transportation Department Budget. Contact person: Paul Idsvoog, telephone 457-3134.

A-25, APPROVE Renewal Agreement with Halcyon Behavioral, LLC

Included in the Board binders is an agreement with Halcyon Behavioral, LLC, the district's mental health and substance abuse provider for the Preferred Provider Organization (PPO) health plan members on PPO Plans A and B. Renewal is for three years through June 30, 2027. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $590,000 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-26, APPROVE Memorandum of Understanding with the State Center Community College District for College and Career Access Pathways

Included in the Board binders is a Memorandum of Understanding between Fresno Unified School District and the State Center Community College District (SCCCD) for the College and Career Access Pathways (CCAP). This agreement will expand opportunities for students and develop seamless pathways from high school to community college for career technical education or preparation for transfer by offering dual enrollment courses. This will result in students earning a college degree in less time by eliminating duplication of coursework between high school and college. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-27, APPROVE Vendor Designation Per Request for Qualifications 23-30S5, Curriculum, Instruction and Professional Learning Services

Included in the Board binders is information regarding proposed vendors selected through the Request for Qualifications (RFQ) 22-30S4, Curriculum, Instruction and Professional Learning Services. The current RFQ is intended to support the District's Every Child is a Reader literacy initiative. The RFQ establishes a list of prequalified vendors that may be used for these services. The term will begin upon Board approval through June 30, 2024, with the option of up to four one-year renewal terms for a maximum end date of June 30, 2028. The Interim Superintendent recommends approval. Fiscal impact: Funding in the amount of approximately $10,000,000 per region is available in Every Child is a Reader Literacy Initiative Budget. There are no planned expenditures for 2023/24. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-28, APPROVE Excess Workers' Compensation and Employer's Liability Insurance for 2024/25

Included in the Board binders is a quotation received from the district's insurance broker, Marsh & McLennan Agency, for the district's Excess Workers' Compensation and Employer's Liability coverage. The policy period will extend from July 01, 2024, through June 30, 2025. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district's Workers' Compensation Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-29, APPROVE Award of Bid 24-82, Heaton Elementary School Confidential Space Installation

Included in the Board binders is information on Bid 24-82, Heaton Elementary School Confidential Space Installation. The project consists of adding permanent walls in existing spaces to create five confidential spaces for student support. Permanent wall construction will also be constructed around the library and staff dining room to create a single point of entry for increased safety. Staff recommend award to the lowest responsive, responsible bidder: BDM, Inc. (Hanford, California) $1,250,785. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $1,250,785 are available in the Measure M and Elementary and Secondary School Emergency Relief III Funds. Contact person: Paul Idsvoog, telephone 457-3134.

A-30, APPROVE Award of Bid 24-83, Figarden Elementary School Confidential Space Installation

Included in the Board binders is information on Bid 24-83, Figarden Elementary School Confidential Space Installation. The project consists of an interior renovation of the administration office to install new interior walls and doors to create a confidential space for student support and American with Disabilities Act upgrades to the staff restrooms and nurse's station. The main entry doors will be relocated for a single point of entry to increase student and staff safety. Staff recommend award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) $661,000. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $661,000 are available in the Elementary and Secondary School Emergency Relief III Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-31, APPROVE Award of Bid 24-84, Scandinavian Middle School Sitework and Portable Improvement

Included in the Board binders is information on Bid 24-84, Scandinavian Middle School Sitework and Portable Improvement. The project consists of installing two modular buildings, associated sitework and fencing to create a single point of entry. One modular building consists of four offices for counseling and student support along with a space for tutoring and a staff breakroom.

The other modular building will serve as a classroom for formal tutoring to enhance student academics. Staff recommend award to the lowest responsive, responsible bidder: BDM, Inc. (Hanford, California) $1,680,785. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $1,680,785 are available in the Elementary and Secondary School Emergency Relief III Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-32, APPROVE Award of Bid 24-86, Nutrition Center Facility Upgrades

Included in the Board binders is information on Bid 24-86, Nutrition Center Facility Upgrades. The project will install six owner furnished dock levelers, replace automatic rollup doors, extend forklift charging station, and remodel the conference room at the Nutrition Center. Staff recommend award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) $1,097,500. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $1,097,500 are available in the Kitchen Infrastructure and Training Grant Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-33, APPROVE Award of Bid 24-87, Gaston Middle School Sitework and Portable Improvement

Included in the Board binders is information on Bid 24-87, Gaston Middle School Sitework and Portable Improvement. The project consists of installing a modular building and associated sitework. The new modular building consists of four offices for counseling and student support along with a space for tutoring and a staff breakroom. Staff recommend award to the lowest responsive, responsible bidder: GCB1, Inc. dba GC Builders (Fresno, California) $ 938,700. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $938,700 are available in the Elementary and Secondary School Emergency Relief III Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-34, APPROVE Award of Bid 24-89, Service Center Bus Lift Replacement

Included in the Board binders is information on Bid 24-89, Service Center Bus Lift Replacement. The project consists of replacing a bus lift in the Service Center bus shop. Staff recommend award to the lowest responsive, responsible bidder: Viking Enterprises (Fresno, California) $359,999. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $359,999 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-35, APPROVE Award of Bid 24-92, Cambridge High School Sitework and Portable Improvement

Included in the Board binders is information on Bid 24-92, Cambridge High School Sitework and Portable Improvement. This project will provide infrastructure and site improvements for the placement of a new portable building to serve as a library.

The project also includes minor fencing upgrades to create a secure single point of entry to the school administration building for increased campus safety. Staff recommend award to the lowest responsive, responsible bidder: BDM, Inc. (Hanford, California) $989,775. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $989,775 are available in the Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-36, APPROVE Award of Bid 24-93, Computech Middle School Sitework and Portable Improvement

Included in the Board binders is information on Bid 24-93, Computech Middle School Sitework and Portable Improvement. This project will provide infrastructure and site improvements for the placement of one new portable building with nine office spaces, a workroom, staff restrooms and custodial space. Staff recommend award to the lowest responsive, responsible bidder: BDM, Inc. (Hanford, California) $899,975. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $899,975 are available in the Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-37, APPROVE Award of Bid 24-94, Burroughs and Sunset Elementary Schools Playground Replacements

Included in the Board binders is information on Bid 24-94, Burroughs, and Sunset Elementary Schools Playground Replacements. The project consists of the replacement of the play equipment, installation of rubber surfacing, and associated sitework at Burroughs and Sunset Elementary Schools. Staff recommend award to the lowest responsive, responsible bidder: Harris Development Corp., dba HBC Enterprises (Clovis, California) $669,475 for Section A - Burroughs Elementary School and BDM, Inc. (Hanford, California) $929,875 for Section B - Sunset Elementary School. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $1,599,350 are available from the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-38, APPROVE Award of Bid 24-95, Addicott Elementary School Shade Structures and Site Improvements

Included in the Board binders is information on Bid 24-95, Addicott Elementary School Shade Structures and Site Improvements. This project includes the installation of play equipment, three new shade structures and associated sitework to enhance student comfort. Staff recommend award to the lowest responsive, responsible bidder: Harris Development Corp., dba HBC Enterprises (Clovis, California) $757,449. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $757,449 are available in the School Facilities Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-39, APPROVE Award of Bid 24-97, Tehipite Middle School Fresno Unified School District Technology Hub

Included in the Board binders is information on Bid 24-97, Tehipite Middle School Fresno Unified School District Technology Hub. The project scope consists of converting the existing wood shop space into a state-of-the-art technology hub. The space will be utilized districtwide as a competitive e-sports gaming league center that will provide equal access to modern computer equipment for our students. Staff recommend award to the lowest responsive, responsible bidder: Quiring General, LLC (Fresno, California) $3,565,015 The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $3,565,015 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-40, APPROVE Award of Formal Quote, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement

Included in the Board binders is information on Formal Quote, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement. The project consists of installation of owner provided play equipment, installation of owner provided shade canopy, installation of rubber surfacing and associated sitework at King and Lincoln Elementary Schools and Cesar Chavez Adult School. Also included is a staff restroom at Cesar Chavez Adult School. Staff recommend award to the lowest responsive, responsible bidder: GCB1, Inc. dba GC Builders (Fresno, California) Section A–Cesar Chavez Adult School $1,225,700, Section B–King Elementary School $857,400, Section C–Lincoln Elementary School $751,600. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $2,834,700 are available from the Inclusive Early Education Expansion Program Grant. Contact person: Paul Idsvoog, telephone 457-3134.

A-41, APPROVE Rejection of Bid 24-90, Safety and Security Fencing at 13 Sites, Sections A-D

Included in the Board binders is information on Bid 24-90, Safety and Security Fencing at 13 Sites. Staff recommend rejecting all bids due to bid prices being significantly higher than the estimated amount. 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.

A-42, APPROVE Rejection of Bid 24-98, Sunnyside High School Theater Lighting and Sound System Replacement

Included in the Board binders is information on Bid 24-98, Sunnyside High School Theater Lighting and Sound System Replacement. Staff recommend rejecting all bids due to bid prices being significantly higher than the estimated amount. 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.

A-43, APPROVE Proposed Revisions for Board Bylaw 9321

Included in the Board binders are proposed revisions for Board Bylaw 9321, Closed Session Purpose and Agendas. These revisions meet the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-44, APPROVE Proposed Revisions for Board Policy BP 5141.52

Included in the Board binders are proposed revisions for Board Policy BP 5141.52 Suicide Prevention. The Board approved BP 5141.52 on April 24, 2024; however, feedback from the Federal Program Monitor (FPM) auditor requires additional changes for compliance. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

A-45, APPROVE Proposed Revisions for Board Policy 7310

Included in the Board binders are proposed revisions for Board Policy 7310, Naming of Facility. These revisions meet the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-46, RATIFY Agreement with Mark T. Harris

Included in the Board binders is a request to ratify an agreement with Mark T. Harris to provide services to the Bullard High School Social Justice Project for Black Student Union (BSU) students in the 2023/24 academic year. The A4 Office received a Provident National Corporation (PNC) Foundation Grant, enabling the Bullard BSU students to join a Reparations Project. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $28,014 are available in the A4 Grant Budget. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

A-47, RATIFY Amendment to the Agreement with the Fresno County Superintendent of Schools to Administer the California Statewide Early Math Initiative Grant

Included in the Board binders is an amendment to the agreement between Fresno Unified School District and Fresno County Superintendent of Schools to administer the California Statewide Early Math Initiative (CAEMI) grant. The initial grant of $200,000 from Fresno County Superintendent of Schools has been increased by $50,000. The additional grant funds will allow for implementation of an early math family and community engagement program to support families and children in engaging in early math at home and in the community. The amended agreement extends the termination date to December 31, 2024. The Interim Superintendent recommends ratification. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-48, RATIFY Amendment to an Agreement with Fairbank, Maslin, Maullin, Metz, and Associates (FM3) to Conduct a Community Survey Regarding a Potential Bond Measure

Included in the Board binders is an amendment to the agreement for Fairbank, Maslin, Maullin, Metz, and Associates (FM3) to conduct an additional survey in three languages, English, Spanish and Hmong. Staff is requesting $41,500 to support the additional services conducted to gauge voter continued interest in a potential 2024 bond measure to continue school facility improvements post Fresno Teachers Association (FTA) Negotiations October 2023. The Interim Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $41,500 are available in the General Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-49, RATIFY Application for Learning Community School Success Program Grant

Included for Board consideration and ratification is the Learning Community School Success Program grant application for Fresno Unified School District. The proposed grant actions target strengthening Tier I practices and enhancing Discipline Guidelines implementation at 13 secondary schools through coaching, professional learning, and implementation supports. Additionally, increasing targeted social emotional, attendance, and behavior interventions by providing a Tier II Intervention Specialist, one teacher, and one Behavior Intervention Specialist. The $1,995,614 grant award would be implemented over three years from 2024/25 to 2026/27. The Interim Superintendent recommends ratification. Fiscal impact: The proposed grant award is $1,995,614 over a three-year period from 2024/25 to 2026/27. Contact person: Carlos Castillo, Ed.D., telephone 457-3741.

A-50, RATIFY Change Orders

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

Bid 22-01, Addams Elementary School Building Additions and Modernization
Change Order 14 presented for ratification: $10,553

Bid 22-21, Francine and Murray Farber Educational Campus
Change Order 10 presented for ratification: $184,864

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing
Change Order 5 (Multipurpose Building) presented for ratification: $55,691

Bid 23-64, Bullard Talent K-8 School Office Portable Project
Change Order 3 presented for ratification: $3,903

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization
Change Order 2 presented for ratification: $8,297

The Interim Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $263,308 are available in the Measure M Fund for Bids 22-01, 22-21, 23-23, 23-64, and 24-16. Contact person: Paul Idsvoog, telephone 457-3134.

A-51, RATIFY the Filing of a Notice of Completion

Included in the Board binders is a Notice of Completion for the project which has been completed according to plans and specifications as follows:

Bid 23-17, Fremont Elementary School Heating, Ventilation, Air Conditioning Energy Management System Replacement

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

END OF CONSENT AGENDA
(ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

***6:45 P.M.**

B-52, DISCUSS and ADOPT Resolution 24-87: Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 05, 2024

It is recommended that the Board adopt Resolution No. 24-87, which calls for a $500 million Fresno Unified School District school facilities bond measure on the November 05, 2024, general election ballot. The resolution and additional documentation are included in the Board binders. Documentation includes the ballot measure abbreviated form (75 words), the ballot measure full text, and the tax rate statement. The Interim Superintendent recommends adoption. Fiscal impact: Adoption of Resolution No. 24-87, and voter approval of the bond measure would authorize the district to issue $500 million in bonds for facility improvements. Contact person: Paul Idsvoog, telephone 457-3134.

***6:55 P.M.**

B-53, DISCUSS and ADOPT the Fresno Unified School District 2024/25 Local Control and Accountability Plan

Included in the Board binders is the Fresno Unified School District 2024/25 Local Control and Accountability Plan (LCAP) and LCAP Federal Addendum. Staff will present and the Board of Education will discuss and adopt the plan. The LCAP is a requirement resulting from the State's formula for funding school districts, the Local Control Funding Formula (LCFF). Districts receive LCFF funds for every student, with additional funds provided for high unduplicated counts of students living in poverty, English learners, and foster youth. As required by Education Code, districts must adopt the LCAP prior to July 01, 2024, which must coincide with the adoption of the district budget. The Interim Superintendent recommends adoption. Fiscal impact: The LCAP draft can be found on the Office of State and Federal public website prior to the meeting on June 20, 2024. This includes a draft of the LCAP Parent and Partner Guide. Contact person: Patrick Jensen, telephone 457-6226.

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

B-54, DISCUSS and ADOPT the Fresno Unified School District 2024/25 Proposed Budget and Education Protection Account

Included in the Board binders is the 2024/25 Proposed Budget which includes the multi-year projected budget for the Unrestricted General Fund. The agenda item will describe factors addressed in the 2024/25 Proposed Budget and issues affecting the multi-year projections for 2025/26 and 2026/27. The Interim Superintendent recommends adoption. Fiscal impact: Noted in the support material. Contact person: Patrick Jensen, telephone 457-6226.

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

B-55, DISCUSS and APPROVE Annual Agreements for the 2024/25 School Year – Primary Report

Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item. Contracts will commence after Board approval and will end no later than June 30, 2025. The Interim Superintendent recommends approval. Fiscal impact: Noted in the support material. Contact person: Patrick Jensen, telephone 457-6226.

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

B-56, DISCUSS and APPROVE Annual Agreements for the 2024/25 School Year – Supplemental Report

Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item. Contracts will commence after Board approval and will end no later than June 30, 2025. The Interim Superintendent recommends approval. Fiscal impact: Noted in the support material. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-57, RECEIVE the California School Employees Association, Chapter 143, 2024-2027 Reopener Proposal to Fresno Unified School District

Included in the Board binders is the California School Employees Association, Chapter 143, 2024-2027 Reopener Proposal to Fresno Unified School District. In accordance with Government Code 3547, all reopener proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

C-58, RECEIVE the Fresno Unified School District 2024-2027 Reopener Proposal to California School Employees Association, Chapter 143

Included in the Board binders is the Fresno Unified School District 2024-2027 Reopener Proposal to the California School Employees Association, Chapter 143. In accordance with Government Code 3547, all reopener proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

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 Interim 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, AUGUST 14, 2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-1

AGENDA SECTION: A

ACTION REQUESTED: Approve

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
PHONE NUMBER: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

BOARD OF EDUCATION APPENDIX A 1

A-1

Fresno Unified School District

Date: 6/20/2024

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2023-2024.

ELECTIONS

Certificated Personnel

1066537	Craig	Tynisha	Teacher, Senior High	Edison High	6/7/2024
1066863	Jones	Antione	Teacher, Vocational Education	Edison-Computech 7-8	7/1/2024
1065557	Mejia Garzon	Arely	Teacher, Middle School	Gaston Middle	7/1/2024
1078542	Mohamed Amin	Adnan	Teacher, Senior High	Sunnyside High School	6/7/2024
1071322	Paggett	Erika	Teacher, Elementary	Kirk Elementary	6/7/2024
1074693	Torres	Vincent	Teacher, Middle School	Terronez Middle	6/6/2024
1083843	Velasco	Frank	Teacher, Middle School	Tehipite Middle School	7/1/2024
1079283	Wagerer	Stephanie	Specialist, Resource, Sp Ed	Mclane High School	6/7/2024
1048370	Wren	Andrew	Teacher, Handicapped, Severely	Roosevelt High School	7/1/2024

Classified Personnel

1039477	Aguirre	Lourdes	Paraprof, Extensive Support Needs	Bullard High	6/3/2024
1067986	Allison	Diane	Scheduler, Work Control	Maintenance And Operations	6/17/2024
1083851	Bailey-wilson	Denise	Paraprof, Extensive Support Needs	Kirk Elementary	5/28/2024
1063254	Cooper	Quenesha	Paraprof, Child Development	Thomas Elementary	5/16/2024
1071694	Fernandez	Jannenzy	Paraeducator, Autism	Viking Elementary	5/1/2024
1067597	Her	Cindy	Paraprof, Extensive Support Needs	Fresno High School	5/21/2024
1086153	Ibanez Rodriguez	Gladys	Paraprof, After Schl/Ext Day	McCardle Elementary	5/20/2024
1083050	Jimenez	Jeannette	Paraprof, Extensive Support Needs	Homan Elementary	5/31/2024
1086158	Lopez	Lissette	Nurse, Vocational License	Health Services	5/28/2024
1040297	Lopez	Tina	Nutrition Services Manager	Food Services	5/29/2024
1040297	Lopez	Tina	Nutrition Services Manager	Nutrition Services	6/7/2024
1084763	Luanglath	Michael	Custodian	Sunset Elementary	6/3/2024
1086219	Rodriguez	Sarah	Paraprof, Child Development	Roosevelt Pace Center	6/17/2024
1076517	Saubert	Kelli	Secretary II	Prevention And Intervention	7/9/2019
1086173	Sosa	Sabrina	Nurse, Vocational License	Health Services	6/3/2024
1086163	Thao	Angel	Paraprof, Early Chldhd Mil/Mod Support Needs	Storey Elementary	6/3/2024
1085348	Toscano Cervantes	Olivia	Nutrition Services Assistant	Nutrition Services	5/20/2024
1078070	Trejo	Gilberto	Carpenter	Maintenance And Operations	8/17/2020
1081732	Vang	Sunshine	Paraeducator, Autism	Lowell Elementary	6/3/2024
1086211	Vang	Tammy	Nurse, Vocational License	Health Services	6/4/2024
1086204	Ventura Mercado	Perla	Nurse, Vocational License	Health Services	6/4/2024
1084631	Yang	Lao	Custodian	King Elementary	5/28/2024

1086137	Her	Ger	Nurse, Vocational License	Health Services	5/28/2024
1086138	Manning	Corin	Nurse, Vocational License	Health Services	6/3/2024

Management Classified

1086172	Dasilva	Allison	Advisor, Behavior Support	Special Ed	6/3/2024
1085658	Davis	Mckenna	Coordinator I, Extended Learning	Williams Elementary	5/28/2024

DISSMISSALS

Certificated Personnel

1073344	Minhas	Harsimran	Teacher, Elementary	Addams Elementary	5/22/2024

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1075570	Alarcon	Michelle	Teacher, Lrng Hndcp, Sdc	Balderas Elementary	6/14/2024
1015859	Baiz	Steve	Teacher, Elementary	Vang Pao Elementary	6/14/2024
1041112	Batista	Maria	Teacher, Elementary	Olmos Elementary	6/30/2024
1085741	Berber	Miguel	Therapist, Spch/Lang/Hrng/Dis	Special Ed	6/6/2024
1084047	Burnett	Jody	Teacher, Library, Media	McLane High	6/14/2024
1008169	Civiello	Anthony	Teacher, Middle School	Wawona Middle	6/6/2024
1078090	Garcia	Daisy	Teacher, Bilingual	Roeding Elementary	6/14/2024
1081586	Gomez	Gabriela	Teacher, Elementary	Roeding Elementary	6/30/2024
1077789	Graham	Dalton	Teacher, Senior High	McLane High	6/21/2024
1064273	Grijalva	Sarah	Coach, Literacy	Herrera Elementary	6/30/2024
1072297	Insco	Brittney	Teacher, Senior High	Sunnyside High	6/6/2024
1079036	Lopez Perez	Raul	Teacher, Lrng Hndcp, Sdc	Calwa Elementary	6/12/2024
1064028	Marshall	Vanessa	Teacher, Middle School	Tioga Middle School	6/30/2024
1037787	Martinez	Julio	Teacher, Middle School	Yosemite Middle School	6/12/2024
1079608	Mccoy	Ricky	Teacher, Senior High	Roosevelt High School	6/30/2024
1079919	Mcgill	Taylor	Teacher, Lrng Hndcp, Sdc	Hoover High School	6/30/2024
1083135	Mendez	David	Teacher, Middle School	Tenaya Middle	6/6/2024
1074123	Moni	Racheal	Teacher, Middle School	Ahwahnee Middle	6/6/2024
1083500	Neal	Tomica	Teacher, Middle School	Tenaya Middle	6/30/2024
1031895	Pasillas	Patricia	Teacher, Elementary	Slater Elementary	6/13/2024
1077164	Perry	Carl	Teacher, Lrng Hndcp, Sdc	Bakman Elementary	6/30/2024
1070891	Rios-Diaz	Cassandra	Teacher, Lrng Hndcp, Sdc	Lincoln Elementary	6/12/2024
1069649	Roberson	Shakera	Teacher, Lrng Hndcp, Sdc	Turner Elementary School	6/30/2024
1078020	Rosales	Anthony	Teacher, Senior High	Hoover High	7/12/2024
1084038	Scherr Steger	Suzanne	Teacher, Senior High	Hoover High	6/6/2024
1010504	Speir	Amanda	Teacher, Spec Assgn	Muir Elementary	7/31/2024
1078143	Stockton	Patricia	Specialist, Resource, Sp Ed	Duncan Polytechnical	6/6/2024
1044041	Thao	Vang	Teacher, Spec Assgn	Teacher Development	6/28/2024
1080869	Torres	Alegria	Teacher, Elementary	Lawless Middle School 7-8	6/6/2024
1017740	Velasco	Rosemary	Specialist, Resource, Sp Ed	Hidalgo Elementary	6/6/2024
1009467	Williams	Darcy	Teacher, Spec Assgn	Instructional Services	6/11/2024
1012215	Wong	Karen	Teacher, Elementary	Lawless Middle School 7-8	6/6/2024

Classified Personnel

1079420	Amaro	Juliette	Specialist, Tier II Intervention	Prevention And Intervention	6/28/2024

1074216	Aranda	Luis	Assistant, Noontime	Easterby Elementary	6/28/2024
1069578	Caballero	Delia	Assistant, Noontime	Birney Elementary	6/6/2024
1079703	Coleman	Taria	Paraprof, Child Development	Heaton Child Dev Center	6/14/2024
1079970	Cortez-Silva	Dulce	Assistant, Noontime	Anthony Elementary	6/5/2024
1070604	Cuevas Garcia	Roseanna	Secretary II	Summer School Administration	6/25/2024
1074510	DeHaven	Brianne	Paraprof, Mild/Moderate Support Needs	Mayfair Elementary	6/6/2024
1068481	Fisher	Gina	Assistant, Noontime	Birney Elementary	6/6/2024
1006718	Gutierrez	Josephine	Nutrition Services Assistant	Food Services	8/24/2024
1073816	Lopez	Andrea	Paraprof, Instructional Asst	Kirk Elementary	6/6/2024
1047787	Perez	Inocencio	Worker, Grnds Maint I	Plant Operations	7/1/2024
1019965	Rivera	Clarence	Worker/Driver, Warehouse II	Warehouse	7/31/2024
1085536	Rodriguez-Ruiseco	Fatima	Assistant, Noontime	Kratt Elementary	5/24/2024
1081191	Tejeda Cenizeros	Gabriel	Assistant, Noontime	Powers-Ginsburg Elementary	6/6/2024
1078308	Xiong	Bao	Paraprof, Instructional Asst	Aynesworth Elementary	6/28/2024
1070034	Xiong	Panghoua	Paraprof, Instructional Asst	Turner Elementary	6/6/2024

Management Certificated

1071085	Alvarado	Jessica	Psychologist, School	Special Ed	6/26/2024
1071150	Cormier	Jacques	Vice Principal III	Hoover High School	6/28/2024
1004880	Kuphaldt	Kim	Manager II, Regional Instruct	Special Ed	6/20/2024
1008949	Sassano	Daryn	Vice Principal I	Manchester Gate	6/14/2024

Management Classified

LEAVE REQUEST

Certificated Personnel

1065804	Calderon	Anai	Teacher, Elementary	Ericson Elementary	10/26/2024
1074656	Durham	Emily	Teacher, Elementary	Heaton Elementary	8/22/2024
1070509	Hay	Natalee	Teacher, Senior High	Roosevelt High	8/14/2024
1068781	Janzen	Daleene	Teacher, Elementary	Turner Elementary School	8/13/2024

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1039477	Aguirre	Lourdes	Paraprof, Extensive Support Needs	Bullard High School	5/29/2024
1076223	Bautista	Gabriel	Custodian	Cesar Chavez Adult School	6/2/2024
1040297	Lopez	Tina	Nutrition Services Manager	Nutrition Services	6/3/2024
1076517	Saubert	Kelli	Secretary II	Prevention And Intervention	5/31/2024

PROMOTIONS

Classified Personnel

1067390	Alarcon	Michael	Driver,Truck	Packaging Center	9/13/2023
1074724	Alonzo	Michael	Dispatcher/Special Education D	Transportation	1/19/2024
1049424	Alvarado	Brandi	Plant Coordinator I	Holland Elementary	10/6/2023
1066134	Angulo	Laurence	Custodian	Powers Elementary	7/1/2024
1075683	Balcazar	John	Plant Coordinator I	Leavenworth Elementary	10/18/2023
1060904	Cabanban	Reynaldo	Plant Coordinator I	Columbia Elementary	6/3/2024
1067396	Camarce	Jefferson	Worker, Grnds Maint IV Aerator	Plant Operations	2/23/2024
1071536	Carmona	Efrain	Driver,Relief Bus	Transportation	10/4/2023

1050309	Cha	Leena	Nutrition Services Manager	Food Services	6/7/2024
1074323	Clark	Jonathan	Carpenter	Maintenance And Operations	5/8/2024
1078496	Cruz Ruiz	Rosa	Custodian, PE Male/Female	Roosevelt High	10/11/2023
1068969	Daniel	Juan	Driver,Truck	Packaging Center	4/8/2024
1084610	Fletes	Vanessa	Paraprof, Instructional Asst	Kirk Elementary	8/14/2024
1063661	Gonzalez	Juan	Custodian, Lead	Roosevelt High	8/14/2023
1075736	Hernandez III	Frank	Custodian, Lead	Bullard High School	9/6/2023
1067989	Howell	Jasper	Worker, Grnds Maint I	Plant Operations	12/5/2023
1078514	Khaosaat	Phaysy	Plant Coordinator I	Greenberg Elementary	11/20/2023
1037755	Lee	Thor	Plant Coordinator I	Jefferson Elementary	12/27/2023
1081809	Lopez	Michelle	Paraprof, Extensive Support Needs	Greenberg Elementary	6/6/2024
1068010	Lor	Ricky	Worker, Grnds Maint III Gang R	Plant Operations	11/1/2023
1061902	Lowe	Jamarlin	Plant Coordinator I	Eaton Elementary	10/6/2023
1070920	Lucio	John	Plant Coordinator I	Anthony Elementary	10/6/2023
1033740	Luevano	Jaime	Plant Coordinator II	Bullard Talent 7-8	8/1/2023
1075551	Martinez	Armando	Worker/Driver, Warehouse I	Warehouse	10/12/2023
1085806	Martinez	Sheila	Paraprof, After Schl/Ext Day	Kratt Elementary	8/16/2024
1052388	Mcclendon	Sonia	Nutrition Services Assistant	Food Services	8/16/2024
1068079	Meza Jr	Fortino	Scheduler, Transportation	Transportation	4/2/2024
1065541	Munoz Garcia	Daniela	Paraprof, Child Development	Lincoln Elementary	8/16/2024
1060417	Nagy	Angie	Nutrition Services Assistant	Food Services	8/16/2024
1076935	Phongphaychit	Leo	Worker, Grnds Maint I	Plant Operations	12/5/2023
1078569	Redondo Robles	Jose	Worker, Grnds Maint I	Plant Operations	12/5/2023
1067753	Rexford	Jeri	Paraprof, Extensive Support Needs	Starr Elementary	8/14/2024
1065203	Rojas-Gonzalez	Jose	Plant Coordinator II	Gaston Middle	10/4/2023
1042061	Rubio	Stephanie	Specialist, Hum Res Data II	Human Resources	6/17/2024
1051426	Sambrano Sepulveda	Susana	Dispatcher/Special Education D	Transportation	1/18/2024
1065002	Sellers	Donald	Driver,Relief Bus	Transportation	10/4/2023
1066960	Thao	Doua	Worker, Grnds Maint II	Plant Operations	2/5/2024
1037003	Thao	Khou	Plant Coordinator I	Aynesworth Elementary	2/7/2024
1051645	Thao	Xao	Worker, Grnds Maint II	Plant Operations	5/30/2024
1040078	Tovar	Brian	Worker, Grnds Maint II	Plant Operations	2/5/2024
1081163	Trass	Samantha	Driver, Bus	Transportation	4/2/2024
1066624	Vang	Houa	Worker, Grnds Maint I	Plant Operations	12/5/2023
1074262	Vang	Jerry	Worker, Grnds Maint I	Plant Operations	12/5/2023
1061458	Xiong	Kevin	Worker, Grnds Maint I	Plant Operations	1/22/2024
1066029	Xyong	Jonathan	Worker, Grnds Maint II	Plant Operations	2/5/2024
1078533	Yang	Pheng	Plant Coordinator I	Easterby Elementary	3/8/2024

Management Classified

1064866	Gutierrez Toledo	Elizabeth	Ombudsman	Board Of Education	6/3/2024
1071708	Sevel	Aaron	Administrative Analyst	Data & Psychometrics	4/25/2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-3

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the June 12, 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: Superintendent's Office
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, 2nd FLOOR
FRESNO, CA 93721
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
June 12, 2024
Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on June 12, 2024, there were present Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup. Interim Superintendent Mao Misty Her was also present.

For the record, Board Member Islas participated from the teleconference location as follows: The UC Berkeley Foothill Residence Hall, 2700 Hearst Avenue, Berkeley, California 94720, FH Building 8, Library Classroom. The 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.

Board Member Jonasson Rosas arrived at 4:40 p.m.

Board Member Thomas arrived at 4:40 p.m.

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

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 4:33 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 6:36 p.m.

Reporting Out of Closed Session

There was no action to report from Closed Session.

PLEDGE OF ALLEGIANCE

Carlos Castillo led the Flag Salute.

HEAR Report from Interim Superintendent

- Good evening to all joining us here in the Board Room and those watching online. As we enter the month of June, I want to take a moment to make a few recognitions. First, we are proud to celebrate LGBTQ Pride Month here at Fresno Unified. Thank you to all who have continued our professional learnings on inclusive practices, for all those who lead our GSAs and support our LGBTQ+ students and staff, and special thanks to all who represented our Fresno Unified family at the annual Pride Parade!
- I also want to recognize that we celebrate Juneteenth next week! Now an official federal holiday, we take June 19th off to recognize and celebrate the true end of slavery in the United States. While the Emancipation Proclamation was officially signed and enacted on January 1, 1863, it was not until June 19, 1865, that union troops finally brought that news and freedom to the Westernmost confederate state freeing more than 250,000 enslaved Black people in Texas. Juneteenth marks our country's second Independence Day. Although it has long been celebrated in the African American community, this monumental event remains largely unknown to most Americans.
- We officially concluded the 2023/24 school year last week, and I am immensely proud of our strong finish. Leaders, teachers, staff, students, and families – your hard work has truly paid off. The early signs of growth from your efforts are evident. Take a moment to congratulate yourselves and reflect on your achievements over this past year – there is much to be proud of!
- Thank you to everyone who made our graduations special and beautiful this year. It was an honor to attend many ceremonies, shake hands, present diplomas, and listen to our students' inspiring speeches amidst the enthusiastic cheers of their friends and family. Class of 2024, you are unforgettable! We have graduates heading to community colleges, state, and UC schools, HBCUs, Ivy Leagues, the armed forces, and into promising careers. I am particularly thrilled to see the largest class ever joining Fresno State. Go Bulldogs!
- I am now just over a month into my Interim Superintendency, and I want to thank all the students, staff, and teachers who have participated in my listening sessions across the district. Engaging with so many of you in small groups has been enlightening. Your feedback has greatly influenced my goals and my "100 Day Plan." I look forward to sharing a public version of my plan very soon!
- Big news! We are holding two hiring events this month to hire dedicated paraprofessionals! We have part-time and full-time positions available for all grades and even our after-school programs. For current district employees interested in applying, please join us on Tuesday, June 18 between 3:00 p.m. and 6:30 p.m. in McLane's cafeteria. For external applicants please join us on Thursday, June 27 between 3:00 p.m. and 6:30 p.m. also in McLane's cafeteria. You can find this information on our website at www.fresnounified.org . Please share with anyone you know who might be interested!
- Now for a few shoutouts! This morning, I got to stand alongside Fresno County Superintendent of Schools, Michele Copher, and other important leaders to discuss our progress and commitment to ensuring our students and families'

access and use of their CalKIDS funds. I want to thank our high school leaders and counselors for their end of the year pushes to ensure the Class of 2024 has taken advantage of this opportunity at their fingertips. As of last month, CalKIDS had distributed almost $500,000 on behalf of our students to their higher education institutions. That is huge! Let us keep this going and growing.

- A huge shoutout to the Design Science Class of 2024! 52 of their graduates earned both their high school diploma and their associates degree! What a huge advantage for our students to complete 2 years of college while in high school – for free! Amazing work to our graduates and to our teams at Design Science and Fresno City College.
- Congratulations are in order for our Chief Technology Officer, Tami Lundberg, who was named one of the District Administration's top 100 education influencers! Tami and the IT team were recognized for the innovative programs implemented by our IT team to engage and support our students as 21st century learners. Unlike many other districts, our IT team goes above and beyond by supporting and running our Coder Girlz clubs, robotics and drone offerings, eSports opportunities and scholarships, and operating our Family Learning and Technology Support (or FLATS) centers. These are not common practice across other districts, yet we know it is the RIGHT practice for our kids and our Fresno Unified family. Thank you, Tami, and to our entire IT team for always putting our students first!
- Way to go Jesse Medina! Jesse is a counselor at Sunnyside High School and was recently honored as a 2024 Educator of the Year recipient by the Association of Mexican American Educators (AMAE) at the "El Día del Maestro" banquet. Jesse was recognized as an exemplary educator to be commended for promoting services to Latino students. He was nominated by counselor Chao Lee.
- Last, I would love to take a quick moment to look back at our amazing graduations for the Class of 2024!
- I am so proud of our Class of 2024! Speaking of, I am thrilled that our student trustee Maritza Lua is here with us this evening so we can recognize her year of service on this incredible board. President Wittrup, would you allow us to take a quick group photo with Maritza?
- Thank you everyone for an amazing school year and keep flying Class of 2024!

BOARD/INTERIM SUPERINTENDENT COMMUNICATIONS

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

Member Thomas congratulated the Class of 2024. Thanked staff and community members for checking on Member Thomas's social emotional well-being as a result of faulty and over-the-top tabloid excerpt. Thanked people for their unwavering support; furthermore, regarding SOUL, Member Thomas prayed that they did not get the lynching or over the top craziness that happened with another charter school.

Member Islas thanked staff for their hard work with the graduations and congratulated the graduating Class of 2024. Thanked staff for their hard work in hosting and conducting the African American and Latino graduations, and provided a special shout out to Trustee Liaison Mona Sandoval, for graduating from Fresno State with a bachelor's degree in psychology. Member Islas thanked Mona for her service and work for the district as well.

Member Cazares congratulated the graduates and staff who helped with events. Commented on wanting to make sure parents and students know they can still sign up for summer camps. Thanked all staff, as it is the end of the school year, for their effort for all students, particularly those at Duncan who have helped guide Member Cazares' child.

OPPORTUNITY for Public Comment on Consent Agenda items

For the record, the Board received zero (3) requests to address the Board on the Consent Agenda. The individual's name with a summary of topic are as follows:

1. Madison Nield: Thanked the Board and Fresno Unified for support of LGBTQ and provided various statistics for students who receive support and those that do not receive support.
2. Jennifer Cruz: Expressed gratitude and thanked Fresno Unified for its support of LGBTQ.
3. JJ Johnstone: Thanked the Board for adopting June as LGBTQ month.
4. Darius Assemi: Asked the Board to vote in support of the Bullard fence.

On a motion by Board Member Islas, seconded by Board Clerk Davis, the Board approved the Consent Agenda except for agenda items A-15, A-20, A-22, and A-27, 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 May 22, 2024.

A-3, APPROVE Meeting Minutes

APPROVED as recommended, for the May 08 and May 22, 2024, Board of Education regular meetings.

A-4, ADOPT Resolution 24-84, Recognizing June 2024 as PRIDE Month

ADOPTED as recommended, Resolution 24-84, recognizing June 2024 as PRIDE Month.

A-5, ADOPT Resolution 24-52, Approving the Self-Certifying Increased Micro-Purchase Threshold

ADOPTED as recommended, Resolution 24-52, to approve the self-certifying increase of the micro-purchase threshold when utilizing federal funding. The current micro-purchase threshold which requires multiple quotes is $10,000 or more. Pursuant to 2 C.F.R. Section 200.320, non–federal entities, including local public-school districts, may annually self-certify a micro-purchase threshold of up to $50,000.

A-6, ADOPT Resolutions 24-58 through 24-83, Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District

ADOPTED as recommended, Resolutions 24-58 through 24-83 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District.

A-7, ADOPT Resolution in the Matter of Order of Election, and Specifications of the Election Order for the November 05, 2024, Election

ADOPTED as recommended, a Resolution, Order of Election, and Specifications of the Election Order for the November 05, 2024, Election. California Education Code 5322 requires this resolution be submitted to the Fresno County Superintendent of Schools and The County Elections Office no later than 123 days prior to Tuesday, November 05, 2024, the date of the election, to file the Specifications of Election Order for filling positions in the following trustee areas: Area 2 (Roosevelt), Area 5 (Fresno), Area 6 (Hoover).

A-8, APPROVE Agreement for Break the Barriers June 2024 Swim Lessons

APPROVED as recommended, an agreement with Break the Barriers, which is a board-approved Request for Qualifications (RFQ) 22-09 vendor.

A-9, APPROVE Agreement for City of Fresno June 2024 Swim Lessons and Recreational Swim

APPROVED as recommended, an agreement with City of Fresno Park After School, Recreation and Community Service (PARCS), which is a Board approved Request for Qualifications (RFQ) 22-09 vendor.

A-10, APPROVE Agreement from Pacific Gas and Electric Company for the Electric Vehicle Fleet Electrification Program

APPROVED as recommended, an agreement from Pacific Gas and Electric Company (PG&E) for the Electric Vehicle (EV) Fleet Electrification Program. PG&E will complete the engineering, design, and construction to expand underground power creating a new electric meter service line for Fresno Unified School District at the Operations Center.

A-11, APPROVE Amendment to the Agreement with Delta Health Systems

APPROVED as recommended, an amendment to the agreement with Delta Health Systems (DHS) to process claims for Mental Health Parity enacted by the federal government.

A-12, APPROVE Amendment to the Agreements with Claremont Partners

APPROVED as recommended, an amendment to the agreements with Claremont Partners for Joint Health Management Board (JHMB) health program integration consulting services.

A-13, APPROVE the 2024/25 Comprehensive Safe School Plans

APPROVED as recommended, the 2024/25 Comprehensive Safe School Plans for all schools.

A-14, APPROVE the 2024/25 School Plans for Student Achievement

APPROVED as recommended, the 2024/25 School Plans for Student Achievement (SPSA).

A-15, APPROVE Award of Bid 24-54, Bullard High School Fencing Improvements

APPROVED as recommended, information on Bid 24-54, Bullard High School Fencing Improvements.

For the record, Board Members had comments/questions pertaining to agenda item A-15. A summary is as follows:

Board President Wittrup commented that safety and security was the top priority for Bullard families during the Bond listening sessions.

Member Thomas commented that the initial issue for Member Thomas was the change in pricing and now is happy to see the new pricing and agrees with approval of this item.

Member Cazares commented that it had been indicated that Member Cazares had ulterior motives for voting against the Bullard fence project. Member Cazares commented on having regularly voted against large projects that were not part of the Bond discussion and stated for the record that she has voted against large projects multiple times, not just the Bullard fence project.

Member Cazares expressed appreciation for parents and the community when they attend Board meetings to speak to the Board about things that affect their neighborhood school. Member Cazares shared that it does help to push projects through approval and is the reason she is voting yes.

Clerk Davis expressed appreciation that funding is from the community redevelopment grant to off-set the cost and asked staff when planning new buildings to include fences as a nonnegotiable.

Member Jonasson Rosas Expressed appreciation and thankfulness to staff for moving forward without taking resources from the Roosevelt area.

On a motion by Board President Wittrup, seconded by Board Clerk Davis, the Board approved agenda item A-15 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.

Paul Idsvoog was available to respond to questions.

A-16, APPROVE Award of Bid 24-59, Public Address Intercom Equipment
APPROVED as recommended, information on Bid 24-59, Public Address Intercom Equipment.

A-17, APPROVE Award of Bid 24-64, Nutrition Center Production Line Film
APPROVED as recommended, information on Bid 24-64, this bid is to establish fixed pricing for Nutrition Center Production Line Film.

A-18, APPROVE Award of Bid 24-67, Bullard High School Confidential Space Installation
APPROVED as recommended, information on Bid 24-67, Bullard High School Confidential Space Installation.

A-19, APPROVE Award of Bid 24-70, Dishwasher Installation at Various Sites Phase II
APPROVED as recommended, information on Bid 24-70, Dishwasher Installation at Various Sites Phase II.

A-20, APPROVE Award of Bid 24-79, Security Cameras, Digital Video Recorders, and Accessories
APPROVED as recommended, information on Bid 24-79, Security Cameras, Digital Video Recorders, and Accessories.

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

Member Cazares requested staff, as the process moves forward, to please involve not only administrators but teachers as well.

Member Thomas requested staff to involve students.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board approved agenda item A-20 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.

A-21, APPROVE Award of Bid 24-80, Figarden Elementary School Multipurpose Room Roof Replacement

APPROVED as recommended, information on Bid 24-80, Figarden Elementary School Multipurpose Room Roof Replacement.

A-22, APPROVE Award of Request for Proposals 24-34, Marketing Services for the Office of Engagement and External Partnerships

APPROVED as recommended, Request for Proposals (RFP) 24-34 Marketing Services for the Office of Engagement and External Partnerships, to select a vendor to provide marketing services and marketing strategies in the categories of graphic design, web design and management, and advertisement/publication.

For the record, Board Members had comments/questions pertaining to agenda item A-22. A summary is as follows:

Member Jonasson Rosas asked if the vendor was the cheapest and commented the vendor did not rank the highest. Asked if the department thought about keeping the work in-house. Asked if there were metrics and if the thought was this will pay for itself with increased donors. Asked if district money or foundation money is to pay for this item. Commented the cost is somebody's position for at least a year. Asked why this item did not utilize a piggyback contract.

Member Jonasson Rosas shared concerns that the vendor was not the highest ranked, was not the cheapest, that the item is a nice to have in the context of staff reduction conversations and because of those concerns Member Jonasson Rosas would respectfully not approve this item.

Linda Laettner and Nikki Henry were available to provide clarity.

On a motion by Board Member Thomas, seconded by Board Clerk Davis, the Board approved agenda item A-22 by a roll call vote of 6-1-0-0 as follows: AYES: Board Members: Cazares, Islas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup. NOES: Board Member Jonasson Rosas.

A-23, APPROVE Use of Individual Piggyback Contracts in 2024/25
APPROVED as recommended, a list of piggyback contracts recommended for utilization by the district during 2024/25 for efficient and cost-effective procurement.

A-24, RATIFY the Application Submission for Carl D. Perkins Funding
RATIFIED as recommended, copies of 2024/25 Carl D. Perkins Applications for Funding.

A-25, 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 9 presented for ratification: $415,344; Bid 23-17, Fremont Elementary School Heating, Ventilation, Air Conditioning Energy Management System Replacement, Change Order 1 presented for ratification: $19,926; Bid 23-64, Bullard Talent K-8 School Office Portable Project, Change Order 1 presented for ratification: $9,019 and Change Order 2 presented for ratification: $36,307.

A-26, RATIFY Purchase Orders from March 01, 2024, through March 31, 2024, and Zero Dollar Contracts – Primary Report
RATIFIED as recommended, information on purchase orders issued from March 01, 2024, through March 31, 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-27, RATIFY Purchase Orders from March 01, 2024, through March 31, 2024 – Supplemental Report
RATIFIED as recommended, information on purchase orders issued from March 01, 2024, through March 31, 2024 – Supplemental Report.

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

"Agenda item A-27 on tonight's Consent Agenda, contains purchase orders for CSUF Association Food Services, California State University, Fresno, the CSUF/Downing Planetarium, and Fresno State University. I am currently employed by California State University, Fresno.

Additionally, item A-27 also contains purchase orders with Fresno County EOC Food Services, and I have been employed by Fresno County EOC, which is a nonprofit corporation.

I did not participate in the making of the purchase orders related to this agenda item; however, because of my employment with both Fresno State and Fresno EOC 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 B-27, by a vote of 6-0-1-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Thomas, Clerk Davis, and Board President Wittrup. ABSTENTIONS: Board Member Levine.

B. CONFERENCE/DISCUSSION AGENDA

B-28, DISCUSS and APPROVE the 2024/25 Declaration of Need for Fully Qualified Educators

For the record, the Board received zero (0) requests to address the Board on agenda item B-28.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Levine, the Board approved agenda item B-28, by a vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

At this time Board Member Thomas asked if Board President Wittrup would entertain a motion to move agenda item B-32 to the next item after B-28.

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board approved to move agenda item B-32 after item B-28 on the agenda, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, Board President Wittrup.

B-32, DISCUSS and APPROVE Material Revision for School of Unlimited Learning

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

"Agenda item B-32 on tonight's agenda, pertains to the School of Unlimited Learning operated by the nonprofit Fresno Economic Opportunities Commission, and I have been employed by Fresno County EOC.

Because of my employment with Fresno EOC, I have a remote financial interest in this item.

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

For the record, Member Levine left the dais prior to presentation of item.

For the record, the Board received five (5) requests to speak to the Board. The individual's name and a summary of topic are as follows:

1. Michael Cantu: Spoke in support of the material revision and commented the world has changed much in twenty years and asked if students should continue to be taught the same as twenty years ago.
2. Rebecca Rodriguez: Spoke as a grandparent with grandchildren attending the School of Unlimited Learning (SOUL) and shared examples of how the grandchildren are doing at SOUL.
3. Patricia Billeadew: Spoke in support of the material revision and shared examples of the Interact Club.
4. Nidia Vargas: Spoke in support of the material revision and walked the Board through a day in the life of a student attending SOUL.
5. Courtney Griffin: Spoke in support of the material revision and commented on the social services available to students attending SOUL.

For the record, Board Members had comments/questions pertaining to agenda item B-32. A Summary is as follows:

Member Islas applauded Member Levine for his prudence in recusing himself from this item as it is important to practice discretion and avoid any scrutiny.

Member Islas commented she was elected to represent public education and as such it is in the Board's interest to question, when necessary, the performance of authorized charter schools. Member Islas asked with this new model how many college and career ready graduates have or will be produced. Member Islas commented on hearing the independent study program was already in place and asked for the reason the request for a material revision did not come sooner. Member Islas questioned the fiscal impact to the district.

Member Islas shared concerns related to the scoring tool and the review comments provided by staff, specifically those related to academic skills and low performance. Member Islas read an excerpt from page 22 of the report and commented SOUL is not the only school running an independent study program, there are schools within Fresno Unified that respond to this population, and questioned why the Board would move forward with this when it is duplicative and not unique or innovative in any way.

Member Jonasson Rosas commented on having concerns with the quality of education. Commented that since the pandemic it looks as if SOUL has de facto eliminated the classroom-based program. Requested clarity as to the SOUL internal graduation rate. Commented on understanding there was a state moratorium on independent study programs and asked if the reason was data based. Member Jonasson Rosas asked how SOUL's data compares to other programs offered to the same group of students. Member Jonasson Rosas commented on being concerned about SOUL's data and the move away from a classroom-based program.

Member Cazares asked for further clarification on SOUL's internal graduation rate. Member Cazares agreed with the way SOUL viewed things and commented that enrollment is transitory and understands the need to track things differently it is just not the standard.

Member Thomas commented that as an employee of a charter school Member Thomas commended the staff of SOUL for their work and commitment and commented that unless a person has worked in the environment it is hard to understand there may be students that do not promote or need a fifth year of high school. Member Thomas commented on being happy they did not get a lynching. Member Thomas shared a concern that some students need the classroom-based program, it may be the only safe place available to them or the only meal they will receive. Member Thomas asked what type of promotion SOUL was doing for the seated program.

Clerk Davis asked if SOUL was accredited by the Western Association of Schools and Colleges. Shared concerns that SOUL did not have a Career Technical Education program. Shared examples of programs that the district offers. Commented that usually when an educational program is changed it is to do a better job of preparing students.

At this time during Clerk Davis's comments Member Jonasson Rosas requested a point of clarification as to if the Board is to consider the educational program when deciding on the material revision.

Legal Counsel Susan Hatmaker confirmed the Board will decide whether the educational program as requested in the material revision is sound.

Clerk Davis commented on not seeing strategic plans, professional learning or goals included in the presentation, on having concerns with the program, and if the Board approved the material revision it would need to be with serious conditions and oversight.

Clerk Davis commented that Board Members may need to schedule site visits to charter schools.

Clerk Davis commented that findings help us get better and at this time there are things not in place and there are real concerns.

President Wittrup asked what the conditional recommendation made by Fresno Unified staff meant and if there are checkpoints in place to clear up the conditional piece of the approval, will district staff follow up with SOUL regarding status of conditional approval.

President Wittrup commented that SOUL serves a specialized group of students that need care and can see the care the staff have for their students and can see the parents who appreciate SOUL's services.

On a motion by Member Islas to deny the material revision for the School of Unlimited Learning, seconded by Member Jonasson Rosas, the Board did not approve the moiton by a roll call vote of 3-2-2-0 as follows: AYES: Board Members: Jonasson Rosas, Islas, Clerk Davis, NOES: Board Members: Cazares, Board President Wittrup. ABSTENTIONS: Board Members Levine and Thomas.

Felicia Olais, Susan Hatmaker, and Patrick Jensen were available to provide clarity.

On a motion by Board Member Cazares to approve the item as recommended by staff, seconded by Board President Islas, the Board did not approve agenda item B-32, by a vote of 2-4-1-0, as follows: AYES: Board Members: Cazares, Board President Wittrup. NOES: Board Members: Jonasson Rosas, Islas, Thomas, and Clerk Davis. ABSTENTIONS: Board Member Levine.

B-29, HOLD Public Hearing, PRESENT and DISCUSS the Fresno Unified School District 2024/25 Local Control and Accountability Plan

For the record, Board President Wittrup OPENED the public hearing for the Fresno Unified School District 2024/25 Local control and Accountability Plan at 8:58 p.m.

For the record, the Board received three (3) requests to address the Board on agenda item B-29. The individual's name with a summary of topic is as follows:

1. Peter Flemming: Spoke as part of Californians for Justice and provided input for the Local Control and Accountability Plan.
2. Elvia Olea: Spoke as part of Californians for Justice and provided input for the Local Control and Accountability Plan.
3. Emma Villa: Spoke as part of Californians for Justice and provided input for the Local Control and Accountability Plan.

For the record, Board Members had comments/questions pertaining to agenda item B-29. A summary is as follows:

Member Levine thanked those that spoke during public comments for their positive and concrete ideas and commented with full support of expanding in ways outlined by the public speakers. Asked if there was any indication of eligibility criteria related to the fourteen equity multiplier schools.

Member Jonasson Rosas expressed appreciation for the public comment and Member Jonasson Rosas offered to meet with people to talk about the Local Control and Accountability Plan.

Member Cazares echoed Member Levine's comments related to public engagement and asked staff to keep incentives in place to encourage public engagement. Member Cazares asked staff to find ways to encourage staff, particularly teachers, participation as well.

Ashlee Chiarito, Ed.D., was available to provide clarity.

For the record, Board President Wittrup CLOSED the public hearing for the Fresno Unified School District 2024/25 Local Control and Accountability Plan at 9:17 p.m.

B-30, HOLD Public Hearing, PRESENT and DISCUSS the Fresno Unified School District 2024/25 Proposed Budget and Education Protection Account

For the record, the Board received zero (0) requests to address the Board on agenda item B-30.

For the record, Board Members had comments/questions pertaining to agenda item B-30. A summary is as follows:

Member Jonasson Rosas asked if the budget encompassed ADA reduction projections and the state deficit. Member Jonasson Rosas requested 1) Staff look at school boundaries and enrollment comprehensively for opportunities not only to balance out but to address facility needs. 2) Requested the exception committee to scrutinize agreements that do not tie directly with services to students.

Member Thomas Requested clarity as to what the asterisks on slide No. 15 represented. Implored staff to be more conservative as to declining enrollment projections and budget strategies.

For the record, Board President Wittrup CLOSED the public hearing for the Fresno Unified School District 2024/25 Proposed Budget and Education Protection Account at 9:36 p.m.

Patrick Jensen was available to provide clarity.

B-31, PRESENT and DISCUSS Community Survey Regarding School Facility Investments and Potential 2024 Bond Investment Priorities

For the record, the Board received zero (0) requests to address the Board on agenda item B-31.

For the record, Board Members had comments/questions pertaining to agenda item B-31. A summary is as follows:

Member Cazares asked if there was a way to set money aside to adapt the Hoover High School cafeteria to be conducive for auditorium type experiences.

Member Levine referenced the slide titled $101 million project potential groupings and commented on not seeing specific examples of American with Disabilities Act projects and asked staff to include those projects in the project list as well. Commented that it may be good to include specific examples in the bond language as a sign of the district's commitment in that area. Member Levine commented that a specific concern is Fresno High School's Aquatic complex.

Member Jonasson Rosas expressed appreciation for the new process and is looking forward to seeing equitable results. Commented that all items should go through the equity evaluation tool especially in terms of prioritization and scheduling. Asked if staff have looked at schools the district may need to rebuild. Commented on not seeing a project for the Dolores Huerta Early Education Center. Asked where the money for the aeronautics project was coming from. Requested clarity as to the Roosevelt modernization phase II. Requested that projects not only address a basic need but have things like integrated playground equipment and lifts at every school, so that anyone with mobility issues can function as everyone else. Commented on the agricultural farm and not seeing a cost listed.

Paul Idsvoog was available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

For the record, the Board was in receipt of agenda items C-33, Receive Constituent Services Quarterly Reporting, C-34, Receive Proposed Revisions to Board Bylaw 9321, and C-35, Receive Proposed Revisions to Board Policy 7310.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

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

D. ADJOURNMENT

Board President Wittrup ADJOURNED the meeting at 10:11 p.m.

June 12, 2024

Fresno Unified School District Board
2309 Tulare Street
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Sent via email:
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Elizabeth.Jonasson.Rosas@fresnounified.org
veva.islas@fresnounified.org
Andy.Levine@fresnounified.org
Claudia.Cazares@fresnounified.org

Agenda Item: B-29, HOLD Public Hearing, PRESENT and DISCUSS the Fresno Unified School District 2024/25 Local Control and Accountability Plan

Dear Board members and District staff,

My name is Elvia Olea, Lead Organizer with Californians For Justice (CFJ). CFJ is a youth-powered organization fighting for racial and educational justice throughout California. Our Fresno youth leaders attend Roosvelt, Edison, and Sunnyside High Schools. At CFJ we believe young people are the leaders we need to create the healthy, just and vibrant schools all of our communities deserve.

For the last several months, CFJ youth leaders have been engaging in the LCAP budget process, by providing feedback to District staff during the community meetings. They also have had the opportunity to meet with District staff and share their recommendations, and have reviewed the preliminary draft and provided feedback. CFJ is undoubtedly grateful for the opportunity the district provided to meet with our youth leaders, and listen to students' concerns, ideas, and recommendations. Below, you will find a summary of our priority goals for your consideration.

Goal #1 Student – Improve academic performance at challenging levels
Students have shared the need for more after school tutoring, specifically for advanced classes such as AP classes, statistics and probabilities. Students have shared the need for more trained tutors in subjects beyond general classes. Students have shared there is limited support as they are forced to go directly to teachers who teach this subject and can not request support elsewhere.

Goal #3 Student – Increase student engagement in their school and community
To ensure student engagement in their school community, students would like to see more culturally relevant and responsive programming that is representative of the diverse student population that makes FUSD. Creating a safe space, where students are seen as leaders, decision makers, and are reflected in their learning and school culture is fundamental in ensuring student engagement. Restorative Practices and Relationship Centered Schools are fundamental practices that students would like to see implemented in their daily learning and classroom setting..

Goal #4 Staff – Increase recruitment and retention of staff reflecting the diversity of our community
Students would like to see more Cultural Proficiency Training for all teachers and district staff to promote a safe and inclusive learning environment for students. Our student base has shared how racial bias has shown up in the classrooms and in school disparities, many have experienced teachers who lack cultural understanding that can allow for a lack of connection in their learning. Students have shared concern about racist remarks made in and outside of school sites that have been directed to black educators. FUSD must ensure the recruitment and retention of Black and Brown educators to ensure a diverse and inclusive environment where students can build meaningful connections with teachers who share similar lived experiences.

Goal #6 Foster Youth: Provide foster youth students targeted social emotional and academic interventions to increase graduation rates & Goal #7 Homeless Youth: Provide homeless youth students targeted social emotional and academic interventions to increase graduation rates.
Foster and houseless students are in great need of social-emotional support and academic interventions. Students have shared the lack of available mental health professionals, or not feeling connected to counselors. Students recommend hiring more mental health professionals of color who have proven experience working with low-income families and families of color. Support professionals hired must be trained in restorative approach, holistic practices, and relationship center practices.

Lastly, to ensure students are seen as key decision makers and provide a meaningful engagement process, students would like to see more student involvement through providing incentives for student participation, such as extra credit opportunities for students who participate in listening sessions. Distributing a district-wide survey beyond Thought Exchange with more thought provoking questions to ensure students engagement in budget decisions. Conducting a district wide case study to identify and center student participation in LCFF, as modeled by East Side Union High School in San Jose[1]. Students strongly believe there must be more involvement of student voice and participation in the LCAP process through the establishment of a student Advisory Committee to bridge the gap between student engagement and decision makers. Students invision this committee to help create:

[1] Case Study /Local Control Funding Formula (LCFF) District Case Studies
"Nothing About Us Without Us": Youth Voice, Power, and Participation, In partnership with CFJ.

1. Education to the larger student body about LCFF, and the important role students have in LCAP planning, this can be done via classroom presentations and during morning announcements in every high school, with targeted outreach to, and participation of, english learners, low income youth and foster youth. Outreach and promotion via student clubs on school sites.
2. Having listening circles in their school community to hear directly from students.
3. Create a student report at the end of the LCAP engagement process each year for students to share findings with District staff and board.

As FUSD commits in nurturing and cultivating the interests, intellect, and leadership of our students by providing an excellent, equitable education in a culturally proficient environment, we look forward to more student voices in the future LCAP process. These youth-led recommendations brought forward by CFJ leaders are shaped by students' lived experiences, especially students of color, who are most negatively impacted within the school system. Thank you for your consideration, and we look forward to continuing to discuss the LCAP with you and continue to build partnerships with CFJ and FUSD.

In Unity,

CFJ Lead Organizer
Elvia Olea

Edison High School Student Leader
Ally Ayala

Roosevelt High School Student Leader
Henna Frank

Edison High School Student Leader
Amare Lake

Edison High School Student Leader
Ariel Rhodes

Roosevelt High School Student Leader
Peter Robinson

Edison High School Student Leader
Xiomara Lopez

Sunnyside High School Student Leader

Mary Ponce

CC:
Mauro Sifuentes , Co-Executive Director, CFJ
Rosa De Leon , Senior Strategy Director
Ashlee Chiarito , Executive Officer, State and Federal Programs

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-4

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Annual Request to Hire Non-Credentialed Consultants for the 2024/25 School Year

ITEM DESCRIPTION: Included for Board consideration is a request to hire seven non-credentialed consultants who possess unique skills from business, performing arts and postsecondary institutions to provide instruction to students for the 2024/25 school year. This is an annual request to remain compliant with the California Statewide Assignment Accountability System Audit.

Name	Subject	School
George Ramirez	Percussion and Latin Jazz	Roosevelt HS
Steven Ono	Guitar	Roosevelt HS
Christi Allen	Tap	Roosevelt HS
Caitlin Gainey	Jazz and Ballet	Roosevelt HS
Caleb Sandersier	Piano	Roosevelt HS
Ariana Salinas	Folklorico	Roosevelt HS
Agnes Kamara	Colorguard	Roosevelt HS

FINANCIAL SUMMARY: Sufficient funds are available in the site's budget.

PREPARED BY: Malati Gopal

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-5

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Retiree Contracts for the 2024/25 School Year

ITEM DESCRIPTION: Included in the Board binders are seven retiree contracts for 2024/25.

Four retiree contracts are needed at the Fresno Adult School (FAS) to fill part-time teaching positions in High School Diploma and English as a Second Language classes based on enrollment numbers beyond regular staffing capacity. FAS expects to increase the number of students receiving a high school diploma and developing English fluency in 2024/25.

One retiree contract is needed to target chronic absenteeism at King Elementary School. During the 2023/24 school year, severe chronic absenteeism rates were reduced from 8.1% to 4.6% through parent meetings, home visits, and attendance incentives. King Elementary expects to decrease its chronic absenteeism rates and improve overall average daily attendance in 2024/25.

One retiree contract is needed to provide academic intervention at Viking Elementary School. During the 2023/24 school year, 42 students received 100 minutes of small group instruction per week. Approximately 30 students receiving services grew at least one level in iReady during the 2023/24 school year. Viking Elementary expects to increase the percentage of students meeting and exceeding standards on local and state assessments in reading in 2024/25.

One retiree contract is needed by the English Learner Services Department to provide tutoring and translation services to newcomer Swahili-speaking students. During the 2023/24 school year, two students were served. Swahili translation is not available through Fresno Unified's current translation services. Students receiving services in 2024/25 will learn survival phrases, classroom rules, and expectations.

FINANCIAL SUMMARY: Sufficient funds are available in the amounts of $ 165,999 in the FAS budget, $ 39,232 in the King Elementary School budget, $ 46,572 in the Viking Elementary School budget, and $ 16,973 is in the English Learner Services budget.

PREPARED BY: Marie Williams, Ed.D.

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

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

INTERM SUPERINTENDENT APPROVAL: Mao Misty Her

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

1. School Site: Fresno Adult School

2. Administrator: Teresa Zamora Telephone: 559-457-6009

3. Retiree: Jerry Provencio

4. Term August 14, 2024, Through: June 12, 2025

5. Budget: 110-6391-0675-4110-1000-1110

6. Contract Amount: $46,687.45 – FTE .4875

7. Scope of Work Summary: Part-time teacher to support in areas of: English as a Second Language classes. Teacher will instruct up to 18 hours per week.

8. Expected Results/Student Outcome: Support second language students with becoming fluent in reading, writing, speaking, and listening in English.

9. Date item is to appear on Board of Education Agenda: 6/20/2024
(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:	Jerry Provencio	Retiree I.D. Number:	1003522
Department	Fresno Adult School: ESL Dept.	Department Number:	0675
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	$68.2565
Contract Period:	August 14, 2024-June 12, 2025	Contract Salary Not to Exceed:	$46,687.45
Budget Number:	110 6391 0675 4110 1000 1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

Jerry Provencio ("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 August 14, 2024, through June 12, 2025, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

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

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

limitations applicable to Retiree.

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

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

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

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

Jerry Romero Date 4/19/2024
Retiree's Signature

Date
Principal/Department Head Signature

Date 4/29/2024
Funding Source Signature
(Office of State & Federal)

Instructional Superintendent

Date 5/31/2024
Chief Academic Officer
(that oversee above Mentioned Program)

behalf of O. Chavez Date 6/4/2024
Chief, Human Resources

Board Approval Date_____ Item# _____

SF265530v1

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

1. School Site: Fresno Adult School .

2. Administrator: Keda Buttles Telephone: 559-457-6025 .

3. Retiree: Sandra Person .

4. Term August 14, 2024 Through: June 12, 2025 .

5. Budget: 110-6391-0681-4110-1000-1110 .

6. Contract Amount: $46,687.10 – 18 Hours per week – FTE .4875

7. Scope of Work Summary: Part-tine teacher to support in areas of: Edgenuity high school diploma classes for adults. Teacher will instruct up to 18 hours per week .

8. Expected Results/Student Outcome: Support adults with completion of high school diploma credits through Edgenuity.

9. Date item is to appear on Board of Education Agenda: 06/20/2024
(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:	Sandra Person	Retiree I.D. Number:	1009054
Department	Fresno Adult School ASE	Department Number:	0680
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	68.256
Contract Period:	August 14, 2024-June 12, 2025	Contract Salary Not to Exceed:	$46,687.10
Budget Number:	110-6391-0681-4110-1000-1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

Sandra Person _____ ("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 August 14, 2024, through June 12, 2025, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

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

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

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

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

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

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

Retiree's Signature Date 4/12/24

Principal/Department Head Signature Date 4/15/24

Funding Source Signature
(Office of State & Federal) Date

Assistant Superintendent Date 4/18/24

Associate Superintendent
(that oversee above Mentioned Program) Date 5/31/2024

Director, Human Resources Date 6/4/24

Board Approval Date Item#

SF265530v1

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

1. School Site: Fresno Adult School

2. Administrator: Keda Buttles Telephone: 559-457-6025

3. Retiree: Rick Lyons

4. Term August 14, 2024 Through: June 12, 2025

5. Budget: 110-6391-0681-4110-1000-1110

6. Contract Amount: $25,937.28 – 10 hours per week – FTE .2708

7. Scope of Work Summary: Part-tine teacher to support in areas of: Edgenuity high school diploma classes for adults. Teacher will instruct up to 10 hours per week

8. Expected Results/Student Outcome: Support adults with completion of high school diploma credits through Edgenuity.

9. Date item is to appear on Board of Education Agenda: 06/20/2024
(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:	Rick Lyons	Retiree I.D. Number:	1008693
Department	Fresno Adult School ASE	Department Number:	0680
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	68.256
Contract Period:	August 14, 2024-June12, 2025	Contract Salary Not to Exceed:	$25,937.28
Budget Number:	110-6391-0681-4110-1000-1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

Rick Lyons _____ ("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 August 14, 2024, through June 12, 2025, or earlier if any of the following occur:

    a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
    b. Notification by the District that Retiree's services are no longer needed; or
    c. Loss, surrender or other failure to obtain or retain Retiree's credential.

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

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

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

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

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

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

Rick Lyons
Rick Lyons (Apr 8, 2024 12:38 PDT)
Retiree's Signature

Date Apr 8, 2024

Date

Funding Source Signature
(Office of State & Federal)

Date

Principal/Department Head Signature

Date 4/18/24

Assistant Superintendent

Date 5/31/2024

Associate Superintendent
(that oversee above Mentioned Program)

Date 6/4/24

Director, Human Resources

Board Approval Date _____ Item# _____

SF265530v1

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

1. School Site: Fresno Adult School

2. Administrator: Keda Buttles Telephone: 559-457-6025

3. Retiree: Michael Weimer

4. Term July 1, 2024 Through: June 30, 2025

5. Budget: 110-6391-0681-4110-1000-1110

6. Contract Amount: $46,687.10 – 18 Hours per week – FTE .4875

7. Scope of Work Summary: Part-tine teacher to support in areas of: Edgenuity high school diploma classes for adults. Teacher will instruct up to 18 hours per week

8. Expected Results/Student Outcome: Support adults with completion of high school diploma credits through Edgenuity.

9. Date item is to appear on Board of Education Agenda: 06/20/2024
(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:	Michael Weimer	Retiree I.D. Number:	1002599
Department	Fresno Adult School ASE	Department Number:	0680
Position Title:	Part-time hourly teacher	Hourly/Daily Rate of Pay:	68.256
Contract Period:	July 1, 2024-June 30, 2025	Contract Salary Not to Exceed:	$46,687.10
Budget Number:	110-6391-0681-4110-1000-1110	School Site Plan:	N/A
Funding Source:	Adult Education Fund: CAEP	During this fiscal year, have you signed any other retiree contracts?	N/A

Michael Weimer_____ ("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 July 1, 2024, through June 30, 2025, or earlier if any of the following occur:

    a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
    b. Notification by the District that Retiree's services are no longer needed; or
    c. Loss, surrender or other failure to obtain or retain Retiree's credential.

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

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

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

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

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

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

Michael Weimer Date 4-10-24
Retiree's Signature

Date
Principal/Department Head Signature

Date
Funding Source Signature
(Office of State & Federal)

Date 4/18/24
Assistant Superintendent

Date 5/31/2024
Associate Superintendent
(that oversee above Mentioned Program)

Date 6/4/24
Director, Human Resources

Board Approval Date Item#

SF265530v1

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

1. School Site: Viking

2. Administrator: Christie Yang Telephone: (559) 248-7290

3. Retiree: Melanie Chronister-Avoledo

4. Term: 8/19/2024 Through: 6/12/2025

5. Budget: 030-7090-0465-1110-1000-1110

6. Contract Amount: $46,572.00

7. Scope of Work Summary: Certificated Tutor-Intervention Small Group Reading Instruction.

8. Expected Results/Student Outcome: Intervention Tier 2 –Close student achievement gap by providing small group reading instruction to meet schoolwide overarching goal of Goal 1Action 1.

9. Date item is to appear on Board of Education Agenda: **06/20/2024**
(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:	Melanie Chronister-Avoledo	Retiree I.D. Number:	1005664
Department	Viking Elementary School	Department Number:	0465
Position Title:	Certificated Tutor	Hourly/Daily Rate of Pay:	$53.76
Contract Period:	8/19/2024 - 6/12/2025	Contract Salary Not to Exceed:	$46,572
Budget Number:	030-7090-0465-1110-1000-1100	School Site Plan: Goal 1 Action 1	G1A1
Funding Source:	LCFF (LCAP) 7090	During this fiscal year, have you signed any other retiree contracts?	No

____Melanie Chronister-Avoledo_____ ("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 8/19/2024 through 6/12/2025 _, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

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

   The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due as a result of service provided during that

fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

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

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

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

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

Melanie Chronister Woods Date 4/8/2024
Retiree's Signature

Christie Yang Date 4/8/2024
Principal/Department Head Signature

Kristin Shamlin Date 4.26.24
Funding Source Signature
(Office of State & Federal)

Date 4/10/2024

Instructional Superintendent

4/26/2024.

Date 4/18/2024
Chief Academic Officer
(that oversee above Mentioned Program)

Date 6/4/24
Chief, Human Resources

Board Approval Date_____ Item# _____

SF265530v1

1/17/2024

Fresno Unified School District

Retiree Contract Checklist

This Form Must BE TYPED.

1. School Site: King Elementary School

2. Administrator: Summer Gaston-Gehris Telephone: 457-2970

3. Retiree: Carla Hartunian

4. Term August 2024 Through: June 2025

5. Budget: 030 7090 0260 1110 3130 1260

6. Contract Amount: 39,232

7. Scope of Work Summary: target chronic/severely chronic absenteeism

8. Expected Results/Student Outcome: Improved attendance based on ADA

9. Date item is to appear on Board of Education Agenda: 06/20/2024
(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:	Carla Hartunian	Retiree I.D. Number:	001-01-1047
Department	King Elementary School	Department Number:	0260
Position Title:	Attendance Coordinator	Hourly/Daily Rate of Pay:	64.4233
Contract Period:	24-25 school year	Contract Salary Not to Exceed:	39,232
Budget Number:	030 7090 0260 1110 3130 1260	School Site Plan:	G3A1
Funding Source:	7090 LCFF	During this fiscal year, have you signed any other retiree contracts?	No

Carla Hartunian ("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 August 2024, through June, 2025, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

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

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

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

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

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

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

Carlos Hernandez Date April 10, 2024
Retiree's Signature

Date 4.24.24
Funding Source Signature
(Office of State & Federal)

Date 4/10/24
Principal/Department Head Signature

Date 4/10/24
Assistant Superintendent

Date 4/18/2024
Associate Superintendent
(that oversee above Mentioned Program)

Carlos Arredondo (May 2, 2024 12:27 PDT)
Date May 2, 2024
Associate Superintendent, Human Resources

Board Approval Date_____ Item# _____

SF265530v1

1/17/2024

Fresno Unified School District

Retiree Contract Checklist

This Form Must BE TYPED.

1. School Site: English Learner Services

2. Administrator: Erica Piedra Telephone: 457-3916

3. Retiree: Marie A.B. McGinnis

4. Term August 19, 2024 Through: June 12, 2025

5. Budget: 060-4201-0758-4760-1000-1160

6. Contract Amount: $16,973.00

7. Scope of Work Summary: Tutoring/translating services to Newcomer Swahili speaking students.

8. Expected Results/Student Outcome: Students will learn survival phrases, classroom rules, expectations

9. Date item is to appear on Board of Education Agenda: 6/20/2024
(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:	Marie A.B. McGinnis	Retiree I.D. Number:	1019385
Department	English Learner Services	Department Number:	0758
Position Title:	Tutor	Hourly/Daily Rate of Pay:	68.9558
Contract Period:	8/19/2024 - 6/12/2025	Contract Salary Not to Exceed:	$16,973.00
Budget Number:	060-4201-0758-4760-1000-1160	School Site Plan:	
Funding Source:	Title III Immigrant	During this fiscal year, have you signed any other retiree contracts?	No

Marie A.B.McGinnis ("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 August 19 2024 through June 12, 2025, or earlier if any of the following occur:

   a. Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;
   b. Notification by the District that Retiree's services are no longer needed; or
   c. Loss, surrender or other failure to obtain or retain Retiree's credential.

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

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

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

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

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

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

Marie A. McGraw
Retiree's Signature

Date May 8, 2024

Erica M. Piedra 5/9/24
Principal/Department Head Signature

Date

Funding Source Signature
(Office of State & Federal)

Date

Assistant Superintendent

Date 5/31/2024

Associate Superintendent
(that oversee above Mentioned Program)

Date 6/4/24

Associate Superintendent, Human Resources

Board Approval Date _____ Item# _____

SF265530v1

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-6

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Revised Certificated Management Competitive and Negotiable Monthly Salary Schedule

ITEM DESCRIPTION: Included in the Board binders is the following salary schedule:

- 2023-24 Certificated Management Competitive and Negotiable Monthly Salary Schedule

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

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

PREPARED BY: Malati Gopal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Fresno Unified School District

Certificated Management 260 Monthly Salary Schedule

Competitive and Negotiable 2023-2024

Effective May 8, 2024

Job Code	Job Title	Grade	Neg Step
E158	**Superintendent***	**Neg**	$31,541.52
E168	**Interim Superintendent***	**Neg**	$27,544.04
E138	**Chief Academic Officer***	**Neg**	$23,677.65
~~**E270**~~	~~**Deputy Superintendent***~~	~~**Neg**~~	~~$24,443.26~~

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year (July 1, 2023 – June 30, 2024.). In the current fiscal year, we have 246 workdays and 14 holidays, adding up to 260 days.

All above salary include the percentage salary increase negotiated with the bargaining units.

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90
Annual $1000 for M.A. on all classes
Annual $1500 for Earned Doctorate
*Additions are non-cumulative

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024, **AGENDA ITEM A-7**

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve 2024/25 Salary Schedule Revisions Reflecting 3% Increase -- Operations Hourly Salary Schedule, Fresno Teachers Association – Trades, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses and Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment, Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, International Association of Machinists and Aerospace Workers Crafts, Extra-Pay-Extra-Services Salary Schedule Reflecting 8.5% Increase, and Certificated Substitute Daily Salary Schedule

ITEM DESCRIPTION: Included for Board consideration and approval/ratification are the following salary schedules:

- 2024-25 Operations Hourly Salary Schedule
- 2024-25 International Association of Machinists and Aerospace Workers (IAMAW) Crafts Hourly Salary Schedule
- 2024-25 Fresno Teachers Association (FTA) -Trades Hourly Salary Schedule
- 2024-25 Confidential Hourly Salary Schedule
- 2024-25 Supervisory Hourly Salary Schedule
- 2024-25 Certificated Management Monthly Salary Schedule 185 Duty Days (11 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 197 Duty Days (11 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 197 Duty Days (12 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 201 Duty Days (11 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 201 Duty Days (12 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 206 duty Days (11 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 206 Duty Days (12 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 207 Duty Days (11 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 211 Duty Days (11 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 215 Duty Days (11 Months Work Schedule)

- 2024-25 Certificated Management Monthly Salary Schedule 215 Duty Days (12 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 216 Duty Days (11 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 225 Duty Days (12 Months Work Schedule)
- 2024-25 Certificated Management Monthly Salary Schedule 261 Duty Days (12 Months Work Schedule)
- 2024-25 Classified Management Daily Salary Schedule 197 Duty Days
- 2024-25 Classified Management Daily Salary Schedule 201 Duty Days
- 2024-25 Classified Management Daily Salary Schedule 205 Duty Days
- 2024-25 Classified Management Daily Salary Schedule 206 Duty Days
- 2024-25 Classified Management Daily Salary Schedule 215 Duty Days
- 2024-25 Classified Management Daily Salary Schedule 261 Duty Days
- 2024-25 Certificated Management Monthly Salary Schedule Competitive and Negotiable 261 Duty Days
- 2024-25 Classified Management Daily Salary Schedule Competitive and Negotiable 261 Duty Days
- 2024-25 Nurses Annual Salary Schedule 185 Duty Days
- 2024-25 Nurses Annual Salary Schedule 200 Duty Days
- 2024-25 Nurses Annual Salary Schedule 203 Duty Days
- 2024-25 Nurses Annual Salary Schedule 207 Duty Days
- 2024-25 Speech Language Pathologist Pilot Salary Schedule
- 2024-25 Schedule A- Teachers and Librarians Annual Salary Schedule 185 Duty Days
- 2024-25 Schedule A- Teachers and Librarians Annual Salary Schedule 194 Duty Days
- 2024-25 Schedule A- Teachers and Librarians Annual Salary Schedule 200 Duty Days
- 2024-25 Schedule A- Teachers and Librarians Annual Salary Schedule 203 Duty Days
- 2024-25 Schedule A- Teachers and Librarians Annual Salary Schedule 204 Duty Days
- 2024-25 Schedule A- Teachers on Special Assignment Annual Salary Schedule 185 Duty Days (8-hour Workday)
- 2024-25 Schedule A- Teachers on Special Assignment Annual Salary Schedule 189 Duty Days (8-hour Workday)
- 2024-25 Schedule A- Teachers on Special Assignment and Librarians Annual Salary Schedule 194 Duty Days (8-hour Workday)
- 2024-25 Schedule A- Teachers on Special Assignment Annual Salary Schedule 197 Duty Days (8-hour Workday)
- 2024-25 Schedule A- Teachers on Special Assignment Annual Salary Schedule 203 Duty Days (8-hour Workday)
- 2024-25 Schedule A- Teachers on Special Assignment Annual Salary Schedule 207 Duty Days (8-hour Workday)
- 2024-25 Schedule A- Teachers on Special Assignment Annual Salary Schedule 215 Duty Days (8-hour Workday)
- 2024-25 Schedule A- Teachers on Special Assignment Annual Salary Schedule 217 Duty Days (8-hour Workday)
- 2024-25 Schedule A- Designated Teachers Annual Salary Schedule 192 Duty Days
- 2024-25 Schedule A- Designated Teachers Annual Salary Schedule 193 Duty Days
- 2024-25 Schedule A- Designated Teachers Annual Salary Schedule 195 Duty Days

- 2024-25 Teachers on Special Assignment Designated Teachers Annual Salary Schedule 192 Duty Days (8.5-hour Workday)
- 2024-25 Schedule A-Teachers on Special Assignment Designated Teachers Annual Salary Schedule 193 Duty Days (8.5-hour Workday)
- 2024-25 Schedule A - Teachers on Special Assignment Designated Teachers and Librarians Annual Salary Schedule 194 Duty Days
- 2024-25 Schedule A - Teachers on Special Assignment Designated Teachers Annual Salary Schedule 195 Duty Days
- 2024-25 Schedule A - Career Technical Ed/Vocational Ed Teachers Annual Salary Schedule 185 Duty Days
- 2024-25 Schedule A - Junior Reserve Officers' Training Corps (JROTC) Instructors - Army Annual Salary Schedule 218 Duty Days
- 2024-25 Schedule A - Lori Ann Infant Center Annual Salary Schedule 200 Duty Days
- 2024-25 Schedule C - Child Development Center and Pace Teachers Annual and Hourly Salary Schedule 194 Duty Days (8-hour Workday)
- 2024-25 Schedule C - Child Development Center and PACE Teachers Salary Schedule 261 Duty Days (8-hour Workday)
- 2024-25 Schedule C - Teachers on Special Assignment Child Development Center and PACE Annual Salary Schedule 195 Duty Days (8-hour Workday)
- 2024-25 Schedule C - Child Development Center Teachers on Special Assignment Annual and Hourly Salary Schedule 261 Duty Days (8-hour Workday)
- 2024-25 Schedule D - Adult Education Hourly and Daily Salary Schedule 185 Duty Days
- 2024-25 Schedule D - Adult Education Hourly and Daily Salary Schedule 215 Duty Days
- 2024-25 Schedule R - Pre-Kindergarten Teachers Annual Salary Schedule 183 Duty Days
- 2024-25 Supplemental Services Salary Schedule
- 2024-25 Certificated Substitute Daily Salary Schedule
- Extra-Pay-Extra-Services Salary Schedule

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

PREPARED BY: Malati Gopal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3713

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



INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her



FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S35	Supervisor, Benefits	S017	$25.0383	$26.2531	$27.5343	$28.9089	$30.3772	
S36	Supervisor, Department Office	S010	$25.5187	$26.8669	$28.2015	$29.6297	$31.2314	
	Specialist, Facilities Dept	S013						
	Specialist, School Safety/Security	S015						
S37	Supervisor, School Food Services	S026	$26.2531	$27.5343	$28.9089	$30.3772	$31.9651	
	Supervisor, Student Records	S042						
	Supervisor, Nutrition Center	S051						
S38	Supervisor, Plant High School	S039	$26.8669	$28.2015	$29.6297	$31.2314	$32.8195	
	Supervisor, Shipping/Receiving	S041						
S41	Supervisor, Grounds Maintenance	S028	$28.9089	$30.3772	$31.9651	$33.5538	$35.3554	
S42	Buyer I	S001	$29.6297	$31.2314	$32.8195	$34.4345	$36.2095	
	Trainer-Bus Driver	S048						
S45	Buyer II	S002	$31.9651	$33.5538	$35.3554	$37.1439	$38.9457	
	Supervisor, Warehouse Operations	S046						
S48	Supervisor, Media Services	S034	$34.4345	$36.2095	$38.0780	$39.9600	$42.0156	

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S50	Buyer III	S003	$36.2095	$38.0780	$39.9600	$42.0156	$44.0976	
	Technician, Energy Management	S047						
S53	Supervisor, Accounting	S016	$38.9457	$40.9611	$43.0032	$45.1253	$47.5142	
	Supervisor, Grounds & Landscape	S029						
	Supervisor, Operations-IMS	S036						
	Supervisor, Transport Operations	S045						
S56	Estimator, Planner-Electrical	S004	$42.0156	$44.0976	$46.2997	$48.7155	$51.2381	
	Estimator, Planner-Mechanical	S005						
	Manager, Assistant, Project	S009						
S59	Supervisor, Telecommunications II	S044	$45.1253	$47.5142	$49.9299	$52.4925	$55.1218	
	Scheduler, Work Control	S012						
S66	Supervisor, Building Trades - CRAFTS	S019						$64.5235
S67	Supervisor, Building Trades - TRADES	S051						$63.2838
S68	Supervisor, Bus Shop - CRAFTS	S020						$57.4999
S69	Supervisor, Concrete - CRAFTS	S022						$57.4714
S70	Supervisor, Lock Shop - CRAFTS	S032						$64.5235

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Supervisory Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5	Step 18
S71	Supervisor, Metal - CRAFTS	S035						$59.8740
S72	Supervisor, Mobile Unit - CRAFTS	S049						$64.5235
S73	Supervisor, Electrical Trades - TRADES	S024						$53.7577
S74	Supervisor, Electronics Shop - TRADES	S025						$53.7577
S75	Supervisor, General Maintenance - TRADES	S027						$52.7419
S76	Supervisor, HVAC & Refrigeration - TRADES	S030						$57.2462
S77	Supervisor, Irrigation - TRADES	S031						$40.0691
S78	Supervisor, Paint Shop - TRADES	S037						$54.0813
S79	Supervisor, Plumber - TRADES	S040						$57.2462

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

Fresno Unified School District

Certificated Management 261 Monthly Salary Schedule

Competitive and Negotiable 2024-2025

Effective July 1, 2024

Job Code	Job Title	Grade	Neg Step
E168	**Interim Superintendent***	Neg	$28,479.47
E138	**Chief Academic Officer***	Neg	$24,481.78

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year.

All above salary include the percentage salary increase negotiated with the bargaining units.

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90
Annual $1000 for M.A. on all classes
Annual $1500 for Earned Doctorate
*Additions are non-cumulative

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

Fresno Unified School District

Classified Management 261 Daily Salary Schedule

Competitive and Negotiable 2024-2025

Effective July 1, 2024

Job Code	Job Title	Grade	Neg Step
E271	Chief Operations and Classified Labor Officer*	**Neg**	$1,024.07
E260	Chief Financial Officer*	**Neg**	$958.21
E180	Chief Human Resources / Labor*	**Neg**	$1,054.16

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year.

All above salary include the percentage salary increase negotiated with the bargaining units.

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for M.A. on all classes*
Annual $1000 for B.A. + 90*
Annual $1500 for Earned Doctorate*
* Additions are non-cumulative

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

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

FRESNO UNIFIED SCHOOL DISTRICT

Confidential Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
T34	Assistant, Benefits & Risk Mgmt	C002	$25.8867	$27.1803	$28.5392	$29.9658	$31.4644
	Secretary II	C004					
T36	Secretary, Administrative I	C006	$27.2140	$28.5730	$30.0037	$31.4912	$33.0640
T40	Secretary, Administrative II	C007	$29.9345	$31.4308	$33.0013	$34.6527	$36.3853
	Trustee Area Liaison*	C012					
T46	Secretary, Administrative III	C008	$34.8440	$36.5769	$38.4159	$40.3869	$42.4241
T48	Secretary, Executive to the Board of Educ	C009	$36.5769	$38.4159	$40.3869	$42.4241	$44.6466
	Secretary, Executive to the Superintendent	C010					
T54	Officer, Community Relations	C003	$43.4344	$45.5896	$47.9828	$50.4420	$52.9674

*Not eligible for permanency or health and welfare benefits

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

IAMAW CRAFTS Hourly-Salary-Schedule

2024-2025

Effective July 1, 2024

IAMAW CRAFTS Hourly Salary Schedule

Grade	Title	Union	Job Code	Hrly Rate (Step 18)
M12	Vehicle Utilities Worker	IAMAW Local 653	M025	$39.3425
M51	Vehicle/Equipment Mechanic	IAMAW Local 653	M009	$49.1717
M57	Carpenter	UB Local 1109	M001	$55.1486
M57	Locksmith	UB Local 1109	M006	$55.1486
M58	Concrete Worker/Finisher	OPCM Local 300	M003	$49.1210
M60	Metal Trades II	UA Local 246	M018	$51.2401

IAMAW CRAFTS Lead Hourly Salary Schedule

Grade	Title	Union	Job Code	Hrly Rate (Step 18)
M52	Lead Vehicle/Equipment Mechanic	IAMAW Local 653	M032	$51.6303
M63	Lead Carpenter	UB Local 1109	M002	$57.9059
M67	Lead Metal Trades II	UA Local 246	M042	$53.8021
M70	Lead Locksmith	UB Local 1109	M044	$57.9059

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Operations Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
N25	Custodian	O003	$19.6570	$20.6458	$21.7284	$22.8375	$24.0403
	Worker, Warehouse Trainee*	O030					
N27	Custodian, PE Male/Female	O006	$20.6458	$21.7284	$22.8375	$24.0403	$25.2830
N30	Custodian, Lead	O029	$22.3164	$23.4524	$24.5747	$25.8309	$27.1673
	Operator, Swimming Pool	O014					
	Worker, Grounds Maint I	O018					
N31	Coordinator, Plant I	O004	$22.8721	$24.0154	$25.2156	$26.4768	$27.7999
N32	Specialist, Stadium Grounds	O016	$23.2383	$24.3477	$25.5503	$26.8865	$28.2227
	Worker, Grounds Maint II	O019					
	Worker/Driver, Warehouse I	O024					
N33	Coordinator, Plant II	O005	$23.7998	$25.0692	$26.2849	$27.5681	$28.9444
	Courier, District	O001					
	Driver, Bus	O009					
	Driver, Truck	O012					
	Driver, Senior Bus*	O010					
N34	Operator, School Farm Lab	ZZ294	$24.3477	$25.5503	$26.8865	$28.2227	$29.6528
	Worker, Grounds Maint III-Chipper Truck Operator	O020					
	Worker, Grounds Maint III-Gang Reel Mower Operator	O026					
	Worker, Warehouse/Freezer	O021					

Year 2024-25

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Operations Hourly Salary Schedule

2024-2025

Effective July 1, 2024

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
N35	Courier, District II	O002	$25.0692	$26.2849	$27.5681	$28.9444	$30.4144
	Driver, Relief Bus	O011					
	Manager, Auditorium Operations	O013					
	Worker/Driver, Warehouse II	O025					
N36	Worker, Grounds Maint IV - Aerator Tractor	O027	$25.5503	$26.8865	$28.2227	$29.6528	$31.2561
	Worker, Grounds Maint IV - Line Burner	O022					
	Worker, Grounds Maint IV - Tractor Loader	O028					
	Worker, Grounds Maint IV - Tree Trimmer	O023					
N38	Scheduler, Transportation	O015	$26.8865	$28.2227	$29.6528	$31.2561	$32.8465
N43	Dispatcher/Special Educ Dispatcher	O008	$30.3910	$31.9115	$33.5069	$35.1822	$36.9415

*Senior Bus Drivers will receive a 15% incentive added to their base salary, and an additional 5% incentive for qualifying for the Blackwell award.
*Warehouse Worker Driver Trainee to be upgraded to Warehouse Worker Driver I after completing one year and meeting the standard of expectations for the training period.

Year 2024-25
3% increase effective 7/1/2024
Board approved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

FTA-TRADES Hourly Salary Schedule

2024-2025

Effective July 1, 2024

FTA-TRADES Hourly-Salary-Schedule

Grade	Title	Job Code	Hrly Rate
M15	Laborer - HVAC - Filter Changer	M026	$36.0630
M15	Laborer - Maintenance	M027	$36.0630
M18	Irrigation Specialist	M016	$34.2471
M21	Floor Covering Worker	M019	$44.1126
M24	Equipment Operator I	M028	$40.5707
M27	Roofer	M013	$36.2063
M30	Painter	M010	$46.2233
M39	Equipment Operator II	M029	$45.0786
M39	Fence Erector	M047	$45.0786
M46	Electrician	M004	$45.9479
M46	Electronics Services Specialist	M015	$45.9479
M46	Telecommunications Technician	M017	$45.9479
M49	Glazier	M005	$52.3777
M69	Boiler/Heating Equipment Mechanic	M007	$48.9282
M69	HVAC & Refrigeration Mechanic	M008	$48.9282
M69	Plumber	M012	$48.9282

FTA-TRADES Lead Hourly Salary Schedule

Grade	Title	Job Code	(Step 18)
M22	Lead Floor Covering Worker	M030	$46.3183
M23	Lead HVAC & Refrigration Mechanic	M033	$51.3745
M33	Lead Roofer	M014	$38.0166
M36	Lead Painter	M011	$48.5345
M47	Lead Electronics Services Specialist	M031	$48.2452
M61	Lead Irrigation Specialist	M038	$35.9594
M62	Lead Glazier	M040	$54.9965
M64	Lead Electrician	M039	$48.2452
M65	Lead Equipment Operator II	M041	$47.3326
M68	Lead Plumber	M043	$51.3745
M70	Lead Mobile Maintenance	M045	$57.9059
M72	Lead Filter Changer	M046	$37.8662

Year 2024-25

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT
Certificated Substitutes
2024-2025 Daily Salary Schedule
Effective July 1, 2024

FASTA Rates

Daily Rate		**2024-2025**
Daily Rate	$	205.00
Designated Daily Rate	$	215.25
Long-Term Daily Rate	$	215.25

Half -Day Rate		**2024-2025**
Daily Rate	$	102.50
Designated Daily Rate	$	107.63
Long-Term Daily Rate	$	107.63

Designated Schools (8.5 hours)

ADDITIONAL SERVICE PAY SCHEDULE

1. ADDITIONAL SERVICE ASSIGNMENTS

1.1. REGULAR SUMMER SCHOOL SALARY

Starting with regular summer school for the 2015-2016 school year and for each year thereafter, regular summer school contracts shall be paid based on the bargaining unit member's hourly rate of pay.

1.2. SUPPLEMENTAL COMPENSATION FOR DISTRICT-ASSIGNED WORK

Effective July 1, 2024

$46.89 per Hour

Supplemental compensation includes but is not limited to the following District assigned work:

- After school Collaboration
- After/before school Tutor
- Study Hall supervisor
- Nurse Lead

2. EXTRA PAY FOR EXTRA SERVICES PAY SCHEDULE

2.1. GENERAL CONDITIONS

2.1.1. No employee may hold identical contracts at any one time.

2.1.2 As a general rule EPES Contracts cannot be shared between two or more individuals. Should a school site need an exception in order to benefit the needs of the students or the program, a contract may be split equally between two individuals with prior approval obtained from both the school site administrator and the individuals.

2.1.3. The principal shall first seek applicants for these assignments from the on-site members of the bargaining unit.

2.1.4 For the first year of implementation, the right of the first refusal shall be given to that bargaining unit member who had directed that activity in the previous year and who in the judgment of the site principal, performed in a satisfactory manner. In the absence of such satisfactory judgment, the principal shall be free to select as follows:

1. Site applicant bargaining unit member
2. Other site bargaining unit member
3. Other qualified person

2.1.5 Extra Pay For Extra Services Coaching Placement Criteria
Step 1= Coaching with no experience in assigned sport
Step 2= Coaching with 1 year of experience in assigned sport in/out of district*

Year 2024-2025:
8.5% pay increase effective 7/1/2024

Step 3= Coaching with 2 years of experience in assigned sport in/out of district*
Step 4= Coaching with 3 years of experience in assigned sport in/out of district*
*Elementary or Middle School Experience= Equivalent pay step or next step higher

Extra Pay For Extra Services Activity Placement Criteria
Step 1= No experience in specific activity
Step 2= 1 year of experience in specific activity in/out of district*
Step 3= 2 years of experience in specific activity in/out of district*
Step 4= 3 years of experience in specific activity in/out of district*
*Elementary or Middle School Experience= Equivalent pay step or next step higher

2.1.6 All school site administrators/principals shall notify all bargaining unit members at the beginning of the first three quarters of each academic year of all Extra Pay For Extra Services (EPES) contracts that are open/unfilled at their school site; including Goal 2 opportunities.

2.2 ELEMENTARY SCHOOL ACTIVITIES

2.2.1 Employees who accept assignments by the principal to be responsible for any of the activities listed below will receive $46.89 per hour effective July 1, 2024. The employee and principal must mutually agree upon the number of hours required for a specific activity. Lacking such agreement, the employee has the right to refuse the assignment.

Effective July 1, 2024 effective rate will be $46.89

ACTIVITY SCHEDULE:

1. Noontime Activities
2. Student Council
3. Math Competition
4. Spelling Competition
5. Peach Blossom Schools
6. Pep and Cheer
7. Dance Groups Schools
8. Major Fund Raiser
9. Talent Show
10. Field Day
11. Science Fair
12. Special School Project

2.3 ELEMENTARY ATHLETICS

2.3.1 Employees will be paid **$1,257.12** for each of the following activities:

Basketball-B	Flag Football	Track-B
Basketball-G	Softball- B	Track-G
Cross Country	Softball- G	Wrestling
Soccer- B	Soccer- G	Volleyball

Year 2024-2025:
8.5% pay increase effective 7/1/2024

2.4 **ELEMENTARY OUTDOOR EDUCATION CAMP**

2.4.1 Employees will be paid **$190.35** per night effective July 1, 2024 — limit one contract per class.

2.5 ELEMENTARY TRAFFIC PATROL SUPERVISION

Program I	1 1/2 to 2 hours per week	$1,920.73/Maximum per year
Program II	2 to 2 1/2 hours per week	$2,299.49/Maximum per year
Program III	2 1/2 to 3 hours per week	$2,684.25/Maximum per year

4. EXTRA PAY AMOUNTS – MIDDLE SCHOOL ACTIVITIES

ATHLETICS			1st Year	2nd Year	3rd Year	4th Year
Athletic Stipend	7-8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Baseball- B	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Baseball- B	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Basketball- B	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Basketball- B	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Basketball- G	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Basketball- G	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Cross Country- B&G	7-8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Football	7-8	(2)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Golf- B&G	7-8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Soccer- B	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Soccer- B	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Soccer- G	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Soccer- G	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Softball-G	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Softball-G	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Tennis-B&G	7-8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Track-B&G	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19

Year 2024-2025:
8.5% pay increase effective 7/1/2024

Track-B&G	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Volleyball-B	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Volleyball-B	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Volleyball-G	7	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Volleyball-G	8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Water Polo-B&G	7-8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Wrestling-B&G	7-8	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19

Coed Lifetime Sports	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Athletic Director	(1)	$4,103.83	$4,928.27	$5,746.63	$6,574.06
Athletic Director -Assistant	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19

STUDENT ACTIVITIES					
Campus Culture Director	(1)	$4,103.83	$4,928.27	$5,746.63	$6,574.06
Campus Culture Assistant	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Campus Culture Minor Assistant	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16

Pep/Cheer	7-8	(1)	$2,963.05	$3,330.92	$3,939.36	$4,536.58

()Number inside indicates number of teachers in this category at one school.

5. **EXTRA PAY AMOUNTS – MIDDLE SCHOOL ACTIVITIES**

DEPARTMENT CHAIRS					
Language Arts	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Math	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Physical Education	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Science	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Social Studies	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Special Education	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16

*Effective July 1, 2019, unit members shall begin earning year increases for Middle School Department Chair stipends starting at year 1.

ACADEMIC CLUBS with Competitions (See list of academic clubs below)
Academic Clubs with Competitions are defined as those student organizations that are academic in scope, field a team, and hold practices for the purpose of competing in a competition which is selected from an

Year 2024-2025:
8.5% pay increase effective 7/1/2024

existing network of competitions, and sponsored by any of the following groups. District/State Offices of Education or Local/State/National Educational Associations

Academic Pentathlon	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
History Day	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Math Competition	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Music	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Science Fair	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Spelling Bee	(1)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Technology Competition	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19
Other Academic Competitions	(2)	$1,730.97	$2,077.81	$2,458.06	$2,826.16
Esports	(1)	$2,963.05	$3,614.05	$4,274.21	$4,922.19

()Number inside indicates number of teachers in this category at one school

6. EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES

ATHLETICS		1ST Year	2nd Year	3rd Year	4th Year
Athletic Director	(1)	$6,135.98	$ 6,960.43	$ 7,778.77	$ 8,612.30
Athletic Director-Assistant	(1)	$4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Badminton – G Head	(1)	$4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Badminton – G Assistant V.	(1)	$3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Baseball – Head	(1)	$5,518.43	$ 6,336.78	$ 7,158.18	$ 7,970.41
Baseball- Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Baseball- J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Baseball- Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Basketball- B Head	(1)	$ 5,518.43	$ 6,336.78	$ 7,158.18	$ 7,970.41
Basketball- B Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Basketball- B J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Basketball- B Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Basketball- G Head	(1)	$ 5,518.43	$ 6,336.78	$ 7,158.18	$ 7,970.41
Basketball- G Assistant V	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Basketball- G J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Basketball- G Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Competitive Sport Cheer-G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Cross Country- B Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99

Year 2024-2025:
8.5% pay increase effective 7/1/2024

Cross Country- G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Cross Country- B & G Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Football – Head	(1)	$ 6,135.98	$ 6,960.43	$ 7,778.77	$ 8,612.30
Football – Assistants	(8)	$ 4,700.10	$ 5,518.43	$ 6,336.78	$ 7,158.18
Football – Frosh	(2)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Golf – B Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Golf – G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Lacrosse – G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Lacrosse – G Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Soccer-B-Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Soccer-B Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Soccer-B J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Soccer-B Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Soccer-G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Soccer-G Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Soccer-G J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Soccer-G Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Softball-G Head	(1)	$ 5,518.43	$ 6,336.78	$ 7,158.18	$ 7,970.41
Softball-G Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Softball-G J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98

()Number inside indicates number of teachers in this category at one school.

7. EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES

ATHLETICS		1st Year	2nd Year	3rd Year	4th Year
Softball- G Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Swimming- B Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Swimming-G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Swimming-Assistant J.V. or Diving	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Tennis-B Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Tennis-G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Tennis- B Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Tennis-G Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98

Year 2024-2025:
8.5% pay increase effective 7/1/2024

Track-B Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Track-G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Track Assistant	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Track-Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Unified Sport-Basketball (SPED/Gen Ed)	(2)	$ 1,645.79	$ 2,053.45	$ 2,455.02	$ 2,859.60
United Sport-Soccer (SPED/Gen Ed)	(2)	$ 1,645.79	$ 2,053.45	$ 2,455.02	$ 2,859.60
Unified Sport-Track (SPED/Gen Ed)	(2)	$ 1,645.79	$ 2,053.45	$ 2,455.02	$ 2,859.60
Volleyball-G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Volleyball-G Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Volleyball-G J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Volleyball-G Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Volleyball-B Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Volleyball-B Assistant V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Volleyball-B J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Volleyball-B Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Water Polo-B Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Water Polo-B J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Water Polo-G Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Water Polo-G J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Wrestling-Head	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Wrestling-J.V.	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Wrestling-Frosh	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98

()Number inside indicates number of teachers in this category at one school.

8. EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES

BAND		1st Year	2nd Year	3rd Year	4th Year
Band Director	(1)	$ 4,763.41	$ 5,737.47	$ 6,558.84	$ 7,361.99
Band Assistant	(1)	$ 3,965.58	$ 4,922.19	$ 5,737.47	$ 6,558.84
Band Specialty	(2)	$ 3,562.24	$ 4,505.43	$ 5,317.65	$ 6,135.98

Year 2024-2025:
8.5% pay increase effective 7/1/2024

ORCHESTRA					
Orchestra	(1)	$ 3,285.53	$ 4,097.76	$ 4,922.19	$ 5,317.65

CADETS	(2)				
A Activities		$ 3,285.53	$ 4,097.76	$ 4,922.19	$ 5,317.65
B Activities		$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
C Activities		$1,241.19	$1,645.79	$2,053.45	$2,455.02

CLASS SPONSORS					
Freshman Class**	(1)	$ 3,696.20	$ 4,426.31	$ 5,177.73	$ 5,901.76
Sophomore Class**	(1)	$ 3,696.20	$ 4,426.31	$ 5,177.73	$ 5,901.76
Junior Class**	(1)	$ 3,696.20	$ 4,426.31	$ 5,177.73	$ 5,901.76
Senior Class**	(1)	$ 3,696.20	$ 4,426.31	$ 5,177.73	$ 5,901.76

**Contract may be split into (2) Co-Sponsor Contracts

DEPARTMENT CHAIRS					
Art	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
Career Technical Education	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
World Language	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
Language Arts	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
Mathematics	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
Music	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
Physical Education	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
Science** (if only one Science Chair) OR	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
**Natural Science (see asterisk if 2 Science Chairs)	OR (1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
**Physical Science (see asterisk if 2 Science Chairs)	OR (1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
Social Science	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
Special Education	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
Nurse (As determined by health services)		$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51

*DEPARTMENT CHAIRS Effective—bargaining unit members currently receiving a Department Chair stipend for Natural Science, or Physical Science shall not be negatively impacted as a result of the 2017/18 revision to the EPES schedule so long as they continue to perform the duties and responsibilities in a satisfactory manner. Upon the relinquishment or release of the stipend of the employee, the stipend shall follow the most recent language of the Collective Bargaining Agreement and shall be paid accordingly.

**If a school site's Science Department determines that separate Department Chairs are necessary for both Natural Science and Physical Science, there will not be a single Science Department Chair, but two Chairs at the rate listed above.

()Number inside indicates number of teachers in this category at one school.

9. EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES

Year 2024-2025:
8.5% pay increase effective 7/1/2024

DRAMA FORENSICS		1st Year	2nd Year	3rd Year	4th Year
Drama-Head	(1)	$ 4,097.76	$ 4,922.19	$ 5,737.47	$ 6,558.84
Drama-Assistant	(1)	$ 2,859.60	$ 3,680.98	$ 4,505.43	$ 5,317.65
Forensics-Head	(1)	$ 4,097.76	$ 4,922.19	$ 5,737.47	$ 6,558.84
Forensics-Assistant	(1)	$ 2,859.60	$ 3,680.98	$ 4,505.43	$ 5,317.65

PEP GROUPS					
Pep/Cheer Head	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Pep/Cheer Assistant V.	(1)	$ 1,849.63	$ 2,664.91	$ 3,023.88	$ 3,820.94
Pep/Cheer J.V.	(1)	$ 1,849.63	$ 2,664.91	$ 3,023.88	$ 3,820.94
Pep/Cheer Frosh	(1)	$ 1,645.79	$ 2,053.45	$ 2,455.02	$ 2,859.60

PUBLICATIONS					
Publication/Media	(1)	$ 4,097.76	$ 4,922.19	$ 5,737.47	$ 6,558.84
Yearbook	(1)	$ 4,097.76	$ 4,922.19	$ 5,737.47	$ 6,558.84

VOCAL MUSIC					
Vocal Music Head	(1)	$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
Vocal Music Assistant	(1)	$ 3,285.52	$ 4,097.75	$ 4,922.18	$ 5,317.64

STUDENT ACTIVITIES					
Campus Culture Director	(1)	$ 6,135.98	$ 6,960.43	$ 7,778.76	$ 8,612.30
Campus Culture Assistant	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Campus Culture Minor Asst	(1)	$ 1,727.95	$ 2,074.74	$ 2,455.01	$ 2,820.05

()Number inside indicates number of teachers in this category at one school.

10. **EXTRA PAY AMOUNTS – HIGH SCHOOL ACTIVITIES**

ACADEMIC CLUBS (See list of academic clubs below)

ACADEMIC CLUBS	(7)	$2,963.05	$ 3,614.05	$ 4,274.21	$ 4,922.19

Academic Clubs are defined as those student organizations that are academic in scope, field a team, and/or hold practices or regular meetings for the purpose of participating in a sanctioned event or competition sponsored by District/County/State Offices of Education and/or Local State/National Educational Associations.

Academic Decathlon
Distributive Clubs of America
Future Business Leaders of America
Future Farmers of America
History Days
Junior Engineering & Technical Society (JETS)

Year 2024-2025:
8.5% pay increase effective 7/1/2024

Math Competition

Math, Engineering, Science Association (MESA)
Mock Trial
Model U.N. Program
Science Fair
Vocational Industrial Clubs of America
Esports

Other Club

Marimba Dancers (Roosevelt Only)		$ 1,849.63	$ 2,220.77	$ 2,579.74	$ 2,960.02
Rock Climbing (Grades 9-12)		$ 1,792.46	$ 2,236.46	$ 2,291.83	$ 2,669.53
Ski/Snowboarding (Grades 9-12)		$ 3,323.94	$ 4,054.23	$ 4,794.77	$ 5,521.67

Club Sponsors at senior high schools, who perform work equivalent to the regular rotational duties assigned senior high teachers, shall be excluded from such rotational duty.

()Number inside indicates number of teachers in this category at one school.

5. EXTRA PAY AMOUNTS – ERMA DUNCAN POLYTECHNICAL HIGH SCHOOL ACTIVITIES

		1st Year	2nd Year	3rd Year	4th Year
All-Sports Director	(1)	$ 2,956.98	$ 3,607.98	$ 4,265.08	$ 4,913.05

CLASS SPONSORS

Freshman Class**	(1)	$ 3,696.20	$ 4,426.31	$ 5,177.73	$ 5,901.76
Sophomore Class**	(1)	$ 3,696.20	$ 4,426.31	$ 5,177.73	$ 5,901.76
Junior Class**	(1)	$ 3,696.20	$ 4,426.31	$ 5,177.73	$ 5,901.76
Senior Class**	(1)	$ 3,696.20	$ 4,426.31	$ 5,177.73	$ 5,901.76

**Contract may be split into (2) Co-Sponsor Contracts

STUDENT ACTIVITIES

Campus Culture Director	(1)	$ 6,135.98	$ 6,960.43	$ 7,778.77	$ 8,612.30
Campus Culture Assistant	(1)	$ 4,922.19	$ 5,737.47	$ 6,558.84	$ 7,361.99
Campus Culture Minor Asst	(1)	$ 1,727.95	$ 2,074.74	$ 2,455.01	$ 2,820.05

DEPARTMENT CHAIRSPERSON

Career Technical Education	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
World Language	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
Health Science/Medical	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51
Language Arts	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
Mathematics	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
Physical Education	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51

Year 2024-2025:
8.5% pay increase effective 7/1/2024

Science	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
Social Science	(1)	$ 4,870.48	$ 5,314.62	$ 5,767.91	$ 6,209.02
Special Education	(1)	$ 3,696.20	$ 4,058.20	$ 4,426.31	$ 4,800.51

FORENSICS

Forensics-Head	(1)	$ 4,097.76	$ 4,922.19	$ 5,737.47	$ 6,558.84

PUBLICATIONS

Publication/Media	(1)	$ 4,097.76	$ 4,922.19	$ 5,737.47	$ 6,558.84
Yearbook	(1)	$ 4,097.76	$ 4,922.19	$ 5,737.47	$ 6,558.84

()Number inside indicates number of teachers in this category at one school.

5. **EXTRA PAY AMOUNTS – ERMA DUNCAN POLYTECHNICAL**

HIGH SCHOOL ACTIVITIES

		1st Year	2nd Year	3rd Year	4th Year
ACADEMIC CLUBS AND COMPETITIONS (See list below)	(8)	$ 2,963.05	$ 3,614.05	$ 4,274.21	$ 4,922.19

Academic Clubs are defined as those student organizations that are academic in scope, field a team, and/or hold practices or regular meetings for the purpose of participating in a sanctioned event or competition sponsored by District/County/State Offices of Education and/or Local/State/National Educational Associations.

Academic Decathlon
Distributive Clubs of America
Future Business Leaders of America
Future Farmers of America
Math, Engineering, Science Association (MESA)
Model U.N. Program
Mock Trial
Science Fair
Vocational Industrial Clubs of America

		1st Year	2nd Year	3rd Year	4th Year
CADETS	(2)				
A Activities		$ 3,680.98	$ 4,505.43	$ 5,317.65	$ 6,135.98
B Activities		$ 2,445.87	$ 3,285.53	$ 4,097.76	$ 4,922.19
C Activities		$ 1,241.19	$ 1,645.79	$ 2,053.45	$ 2,455.02

()Number inside indicates number of teachers in this category at one school.

Year 2024-2025:
8.5% pay increase effective 7/1/2024

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 261 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E33	Assoc Superintendent, School Leadership/School Support Services	E176	$16,469.17	$17,335.90	$18,248.44	$19,208.89	$20,219.91
E32	Chief Engagement and External Partnerships Officer	E259	$14,840.74	$15,582.80	$16,362.00	$17,180.13	$18,039.12
	Instructional Superintendent, School Curriculum	E225					
	Instructional Superintendent, School Leadership	E224					
E31	Assistant Superintendent, Early Learning	E246	$13,310.10	$13,975.63	$14,674.43	$15,408.19	$16,178.59
	Assistant Superintendent, EL Program and Services	E202					
	Assistant Superintendent, School Leadership	E203					
	Assistant Superintendent, Special Education Services	E177					
E30	Principal V	E226	$12,537.62	$13,164.49	$13,822.72	$14,513.84	$15,239.58
	Executive Officer - Leadership Development	E280					
E29	Administrator, Leadership Development	E009	$11,765.06	$12,353.08	$12,971.06	$13,619.29	$14,300.40
	Executive Director, Special Education	E233					
	Principal IV	E148					
	Principal IV on Special Assignment	E216					
	Principal III on Special Assignment	E215					
E27	Director, Health Services	E076	$11,120.18	$11,675.75	$12,259.14	$12,872.49	$13,516.51
	Director, Instructional Media Services	E080					
	Director, Instructional Support	E070					
	Director, School Choice	E087					
	Director, SELPA	E091					
E26	Manager III, Athletics	E110	$10,590.23	$11,120.18	$11,675.75	$12,259.14	$12,872.49
	Manager III, Community Family Engagement Network	E112					
	Manager III, Early Childhood Education	E114					

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Year: Management Salary Schedule 2024-2025

Salary may be pro-rated based on FTE (<1.0 FTE)

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 261 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Manager II, Social Emotional Support	E028	$10,086.05	$10,590.23	$11,120.18	$11,675.75	$12,259.14
	Manager II, Special Education	E212					
	Manager II, State and Federal Programs	E056					
E24	Manager I (General)	E258	$9,605.88	$10,086.05	$10,590.23	$11,120.18	$11,675.75

Duty Year of 261 reflects 227 duty days, 14 holidays plus 20 vacation days

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year.

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of 261 for 12-month employees.

B. MENTOR/LEADERSHIP COACH INCREMENT
An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Associate Superintendent of HR/LR.

C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 261 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

*This position does not receive longevity and the District is fully reimbursed for all compensation and employer-related expenses pursuant to the vendor contract for this position.

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 225 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E29	Principal III	E147	$11,610.26	$12,190.56	$12,800.36	$13,440.06	$14,112.21

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

Annual $500 for B.A. + 90*

Annual $1000 for M.A. on all classes*

Annual $1500 for Earned Doctorate*

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

*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR.

C. CHALLENGING ASSIGNMENT INCENTIVE

Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 216 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E28	Principal II	E145	$11,838.25	$12,430.29	$13,051.98	$13,704.55	$14,389.72

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

Annual $500 for B.A. + 90*

Annual $1000 for M.A. on all classes*

Annual $1500 for Earned Doctorate*

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

*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR.

C. CHALLENGING ASSIGNMENT INCENTIVE

Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 215 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E29	Principal III	E147	$11,094.24	$11,648.76	$12,231.45	$12,842.72	$13,485.00
	Principal III on Special Assignment	E215					
E28	Principal II	E145	$10,801.49	$11,341.68	$11,908.92	$12,504.34	$13,129.51
	Principal II on Special Assignment	E146					
E27	Vice Principal III on Special Assignment	E192	$10,486.11	$11,010.02	$11,560.15	$12,138.47	$12,745.80
E26	Manager III, Special Education Programs and Services	E124	$9,986.45	$10,486.11	$11,010.02	$11,560.15	$12,138.47
	Vice Principal II	E190					
	Vice Principal II on Special Assignment	E217					
E25	Manager II - Specialized Programs	E245	$9,511.03	$9,986.45	$10,486.11	$11,010.02	$11,560.15
	Manager II, Campus Culture	E033					
	Manager II, English Language Development	E040					
	Manager II, Nurse Educator	E273					
	Manager II, Preschool Infant	E047					
	Manager II, Regional Instructional	E222					
	Manager II, Social Emotional Support	E028					
	School Psychologist - District	E151					
	Vice Principal I on Special Assignment	E187					
E24	Manager I, Autism Support	E153	$9,058.21	$9,511.03	$9,986.45	$10,486.11	$11,010.02
	Manager I, Prevention and Intervention	E055					
	Manager I, Technology Training	E157					
	School Counselor	E060					

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 215 Duty Days (12 Month/July to June Work Schedule)

E23	Coordinator II, Attendance	E137	$8,626.82	$9,058.21	$9,511.03	$9,986.45	$10,486.11
E21	School Social Worker	E152	$7,824.91	$8,216.11	$8,626.82	$9,058.21	$9,511.18

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR.

C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 215 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E29	Principal III	E147	$12,102.81	$12,707.74	$13,343.40	$14,010.24	$14,710.91
	Principal III on Special Assignment	E215					
E28	Principal II	E145	$11,783.44	$12,372.74	$12,991.55	$13,641.10	$14,323.10
	Principal II on Special Assignment	E146					
E27	Vice Principal III on Special Assignment	E192	$11,439.39	$12,010.93	$12,611.07	$13,241.97	$13,904.51
E26	Manager III, Special Education Programs and Services	E124	$10,894.31	$11,439.39	$12,010.93	$12,611.07	$13,241.97
	Vice Principal II	E190					
	Vice Principal II on Special Assignment	E217					
E25	Manager II - Specialized Programs	E245	$10,375.67	$10,894.31	$11,439.39	$12,010.93	$12,611.07
	Manager II, Campus Culture	E033					
	Manager II, English Language Development	E040					
	Manager II, Nurse Educator	E273					
	Manager II, Preschool Infant	E047					
	Manager II, Regional Instructional	E222					
	Manager II, Social Emotional Support	E028					
	School Psychologist - District	E151					
	Vice Principal I on Special Assignment	E187					
E24	Manager I, Autism Support	E153	$9,881.68	$10,375.67	$10,894.31	$11,439.39	$12,010.93
	Manager I, Prevention and Intervention	E055					
	Manager I, Technology Training	E157					
	School Counselor	E060					
E23	Coordinator II, Attendance	E137	$9,411.07	$9,881.68	$10,375.67	$10,894.31	$11,439.39
	School Social Worker	E152					

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Year: Management Salary Schedule 2024-2025

Salary may be pro-rated based on FTE (<1.0 FTE)

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR.

C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 211 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E26	Vice Principal II	E190	$10,691.62	$11,226.57	$11,787.47	$12,376.45	$12,995.61

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

Annual $500 for B.A. + 90*

Annual $1000 for M.A. on all classes*

Annual $1500 for Earned Doctorate*

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

*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR.

C. CHALLENGING ASSIGNMENT INCENTIVE

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 207 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Vice Principal I	E189	$9,989.59	$10,488.94	$11,013.74	$11,564.01	$12,141.82
E24	Advisor, Guidance and Learning	E044	$9,513.99	$9,989.59	$10,488.94	$11,013.74	$11,564.01

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

Annual $500 for B.A. + 90*

Annual $1000 for M.A. on all classes*

Annual $1500 for Earned Doctorate*

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

*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT

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C. CHALLENGING ASSIGNMENT INCENTIVE

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 206 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E29	Principal III	E147	$10,629.83	$11,161.13	$11,719.44	$12,305.12	$12,920.51
E28	Principal II	E145	$10,349.33	$10,866.91	$11,410.41	$11,980.91	$12,579.90
	Principal II on Special Assignment	E146					
E27	Vice Principal III	E191	$10,047.16	$10,549.14	$11,076.24	$11,630.35	$12,212.26
	Vice Principal III on Special Assisgnment	E192					
E25	Manager II, - Special Education/Principal I	E222	$9,112.89	$9,568.41	$10,047.16	$10,549.14	$11,076.24
	Manager II, Regional Instructional	E156					
	School Psychologist - Site Programs	E151					
E24	School Counselor - Site	E060	$8,679.03	$9,112.89	$9,568.41	$10,047.16	$10,549.14

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

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Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025
Effective July 1, 2024
Management 206 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E29	Principal III	E147	$11,596.18	$12,175.78	$12,784.84	$13,423.77	$14,095.10
E28	Principal II	E145	$11,290.18	$11,854.81	$12,447.72	$13,070.08	$13,723.53
	Principal II on Special Assignment	E146					
E27	Vice Principal III	E191	$10,960.53	$11,508.15	$12,083.17	$12,687.65	$13,322.46
	Vice Principal III on Special Assisgnment	E192					
E25	Manager II, - Special Education/Principal I	E222	$9,941.34	$10,438.27	$10,960.53	$11,508.15	$12,083.17
	Manager II, Regional Instructional	E156					
	School Psychologist - Site Programs	E151					
E24	School Counselor - Site	E060	$9,468.03	$9,941.34	$10,438.27	$10,960.53	$11,508.15

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
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B. MENTOR/LEADERSHIP COACH INCREMENT
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Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

C. CHALLENGING ASSIGNMENT INCENTIVE
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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 201 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E26	Vice Principal II	E190	$9,336.17	$9,803.29	$10,293.09	$10,807.39	$11,348.06
E25	Head Counselor	E062	$8,891.70	$9,336.17	$9,803.29	$10,293.09	$10,807.39
	Manager II - Magnet School	E247					
	Manager II, Regional Instructional	E222					
	Principal I	E144					
	Principal I on Special Assignment	E244					
E24	Advisor, Guidance and Learning	E044	$8,468.37	$8,891.70	$9,336.17	$9,803.29	$10,293.09
	School Counselor - Site	E060					

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 201 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E26	Vice Principal II	E190	$10,184.91	$10,694.50	$11,228.82	$11,789.89	$12,379.70
E25	Head Counselor	E062	$9,700.04	$10,184.91	$10,694.50	$11,228.82	$11,789.89
	Manager II - Magnet School	E247					
	Manager II, Regional Instructional	E222					
	Principal I	E144					
	Principal I on Special Assignment	E244					
E24	Advisor, Guidance and Learning	E044	$9,238.22	$9,700.04	$10,184.91	$10,694.50	$11,228.82
	School Counselor - Site	E060					

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 197 Duty Days (12 Month/July to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Vice Principal I	E189	$8,714.75	$9,150.37	$9,608.20	$10,088.25	$10,592.32
E24	Advisor, Guidance and Learning	E044	$8,299.85	$8,714.75	$9,150.37	$9,608.20	$10,088.25
	Clinical School Social Worker	E231					
	School Counselor - Site	E060					
E21	Social Worker, School	E152	$7,169.80	$7,528.25	$7,904.57	$8,299.85	$8,714.90

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
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Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 197 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Vice Principal I	E189	$9,507.01	$9,982.23	$10,481.68	$11,005.37	$11,555.26
E24	Advisor, Guidance and Learning	E044	$9,054.38	$9,507.01	$9,982.23	$10,481.68	$11,005.37
	Clinical School Social Worker	E231					
	School Counselor - Site	E060					
E21	Social Worker, School	E152	$7,821.60	$8,212.64	$8,623.17	$9,054.38	$9,507.16

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
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Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Certificated Management Monthly Salary Schedule 2024-2025

Effective July 1, 2024

Management 185 Duty Days (11 Month/August to June Work Schedule)

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E21	School Social Worker	E152	$7,345.16	$7,712.37	$8,097.90	$8,502.84	$8,928.05

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
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Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 261 Duty Days

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E33	Chief Operational Services	E169	$757.20	$797.05	$839.01	$883.17	$929.65
	Senior Executive	E227					
E32	Chief Engagement and External Partnership Officer	E259	$682.33	$716.45	$752.28	$789.89	$829.38
	Chief Equity and Access	E200					
	Chief Executive	E236					
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
E31	Assistant Superintendent	E159	$611.96	$642.56	$674.69	$708.42	$743.84
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
E30	Executive Officer, District & School Accountability & Improvement	E104	$576.44	$605.26	$635.53	$667.30	$700.67
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
E29	Administrator (General)	E195	$540.92	$567.96	$596.37	$626.17	$657.49
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
	Executive Director, Research Evaluation and Assessment	E094					
E27	Director (General)	E219	$511.27	$536.82	$563.64	$591.84	$621.45
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 261 Duty Days

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E27	Director, Fiscal Services	E073	$511.27	$536.82	$563.64	$591.84	$621.45
	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272					
E26	Administrative Analyst	E015	$486.91	$511.27	$536.82	$563.64	$591.84
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
E25	Manager II (General)	E211	$463.73	$486.91	$511.27	$536.82	$563.64
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
E24	Business Operations Manager (General)	E213	$441.65	$463.73	$486.91	$511.27	$536.82
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
	Manager I, Communications	E142					
	Manager, Grounds and Landscape Services	E282					
E23	Executive Assistant to Superintendent	E024	$420.62	$441.65	$463.73	$486.91	$511.27
E22	Analyst II, Budget	E261	$400.59	$420.62	$441.65	$463.73	$486.06
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 261 Duty Days

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E22	Project Maintenance & Operations Manager	E256	$400.59	$420.62	$441.65	$463.73	$486.06
	Supervisor, Environmental Health & Safety Services	E281					
E21	Analyst II, Accounting/Payroll	E199	$381.52	$400.59	$420.62	$441.65	$463.74
	Analyst II (General)	E198					
	Analyst II, Fiscal Services	E017					
E20	Coordinator I, Benefits	E032	$363.35	$381.52	$400.59	$420.62	$441.65
	Coordinator I, Community Schools**	E279					
	Coordinator I, Energy Management	E232					
	Coordinator I, Extended Learning	E274					
	Coordinator I, Human Resources	E278					
	Executive Chef	E276					
E19	Coordinator I, Purchasing	E127	$346.04	$363.35	$381.52	$400.59	$420.62
	Coordinator I, Workers' Compensation	E175					
E18	Analyst I, Budget	E262	$329.56	$346.04	$363.35	$381.52	$400.59
	Analyst I, Workers' Compensation	E019					
	Coordinator I, Warehouse Services	E133					
E17	Analyst I, Fiscal Services	E016	$314.02	$329.56	$346.04	$363.35	$381.52
	Analyst I (General)	E218					
	Analyst I, Information Systems	E197					
	Analyst I, Human Resources	E018					
	District Supervisor II, Food Services	E117					
	Supervisor, Accounting	E267					
	Supervisor, Employee Service Center	E269					
	Supervisor, Environmental Services	E173					
	Supervisor, Payroll	E268					
E16	District Supervisor II, Energy Educator	E135	$298.92	$313.85	$329.56	$346.04	$363.35
E15	Athletic Trainer (Certified)	E229	$284.69	$298.92	$313.85	$329.56	$346.04
	District Supervisor I, Food Services	E116					
	District Supervisor I, Risk Management Claims	E209					
	Nutritionist	E136					

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 261 Duty Days

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E15	Coordinator, Farm to School	E277	$284.69	$298.92	$313.85	$329.56	$346.04
E13	District Supervisor I, Custodial Services	E030	$258.23	$271.13	$284.69	$298.92	$313.85
	District Supervisor I, Graphic Services	E174					
	Manager IV, School Office	E283					

Duty Year of 261 reflects 227 duty days, 14 holidays plus 20 vacation days

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year.

**Contingent upon approval of the California Community Schools Partnership Program Grant.

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of 261 for 12-month employees.

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The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 215 Duty Days*

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E26	Manager III (General)	E223	$557.38	$585.27	$614.51	$645.22	$677.50
E25	Manager II (General)	E211	$530.85	$557.38	$585.27	$614.51	$645.22
	Manager II, Specialized Programs	E245					
	Manager II, Student Conduct Hearing	E154					
E24	Manager I, Program	E123	$505.57	$530.85	$557.38	$585.27	$614.51
E23	Occupational Therapist	E186	$481.50	$505.57	$530.85	$557.38	$585.27
	Physical Therapist	E253					
E22	Coordinator II, Career Education	E207	$458.57	$481.50	$505.57	$530.85	$556.41

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
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C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

*May work either July to June or August to June workschedule.

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 206 Duty Days*

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Manager II (General)	E211	$530.85	$557.38	$585.27	$614.51	$645.22
	Manager II, Special Education	E212					

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

*May work either July to June or August to June workschedule.

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 205 Duty Days*

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E24	Advisor, Behavior Support	E275	$505.57	$530.85	$557.38	$585.27	$614.51

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR5 71) and therefore are not included in the compensation reported to CalPERS.

*May work either July to June or August to June workschedule.

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 201 Duty Days*

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E25	Manager II (General)	E211	$530.85	$557.38	$585.27	$614.51	$645.22

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

*May work either July to June or August to June workschedule.

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective July 1, 2024

Management 197 Duty Days*

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E24	Manager I, Program	E123	$505.57	$530.85	$557.38	$585.27	$614.51
E13	Specialist, Behavioral Intervention	E230	$295.61	$310.37	$325.89	$342.19	$359.28

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

B. MENTOR/LEADERSHIP COACH INCREMENT
An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

C. CHALLENGING ASSIGNMENT INCENTIVE
Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR5 71) and therefore are not included in the compensation reported to CalPERS.

*May work either July to June or August to June workschedule.

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Nurses 203* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 nursing experience or outside nursing services**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Nurses					
0	$71,761.80	$75,649.98	$79,538.16	$83,425.69	$85,719.75
Full-Credentialed Nurses					
1**	$75,649.98	$79,538.16	$83,425.69	$87,314.04	$89,724.38
2	$79,538.16	$83,425.69	$87,314.04	$91,202.05	$93,729.16
3	$83,425.69	$87,314.04	$91,202.05	$95,090.07	$97,733.62
4	$87,314.04	$91,202.05	$95,090.07	$98,977.93	$101,738.24
5	$91,202.05	$95,090.07	$98,977.93	$102,865.78	$105,743.19
6	$95,090.07	$98,977.93	$102,865.78	$106,776.86	$109,980.53
7	$98,977.93	$102,865.78	$106,776.86	$110,937.39	$114,265.29
8		$106,776.86	$110,937.39	$115,097.26	$118,550.21
9			$115,097.26	$119,257.95	$122,835.30
10				$123,417.83	$127,120.39

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2070 salary schedule, nurses with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district/outside entity, you will begin at level 3.

Nurses with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district/outside entity, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. *Nurses are able to move beyond Step 1 with less than 30 units.*

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Nurses receive a $3000 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a nurse in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,974.69	$125,392.51	$129,154.31
12	3.20%	$3,949.37	$127,367.20	$131,188.24
13	4.80%	$5,924.06	$129,341.88	$133,222.16
14	6.40%	$7,898.74	$131,316.57	$135,256.09
15	8.00%	$9,873.43	$133,291.26	$137,290.02

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Nurses 185* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified nursing experience**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Nurses					
0	$65,398.68	$68,942.10	$72,485.52	$76,028.34	$78,118.99
Full-Credentialed Nurses					
1**	$68,942.10	$72,485.52	$76,028.34	$79,571.90	$81,768.52
2	$72,485.52	$76,028.34	$79,571.90	$83,115.17	$85,418.20
3	$76,028.34	$79,571.90	$83,115.17	$86,658.44	$89,067.58
4	$79,571.90	$83,115.17	$86,658.44	$90,201.56	$92,717.12
5	$83,115.17	$86,658.44	$90,201.56	$93,744.68	$96,366.94
6	$86,658.44	$90,201.56	$93,744.68	$97,308.96	$100,228.56
7	$90,201.56	$93,744.68	$97,308.96	$101,100.58	$104,133.39
8		$97,308.96	$101,100.58	$104,891.60	$108,038.37
9			$104,891.60	$108,683.36	$111,943.50
10				$112,474.38	$115,848.63

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, nurses with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district/outside entity, you will begin at level 3.

Nurses with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district/outside entity, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. *Nurses are able to move beyond Step 1 with less than 30 units.*

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Nurses receive a $3000 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a nurse in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,799.59	$114,273.97	$117,702.21
12	3.20%	$3,599.18	$116,073.56	$119,555.78
13	4.80%	$5,398.77	$117,873.15	$121,409.36
14	6.40%	$7,198.36	$119,672.74	$123,262.94
15	8.00%	$8,997.95	$121,472.33	$125,116.52

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Nurses 200* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 nursing experience or outside nursing services**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Nurses					
0	$70,701.28	$74,532.00	$78,362.72	$82,192.80	$84,452.96
Full-Credentialed Nurses					
1**	$74,532.00	$78,362.72	$82,192.80	$86,023.68	$88,398.40
2	$78,362.72	$82,192.80	$86,023.68	$89,854.24	$92,344.00
3	$82,192.80	$86,023.68	$89,854.24	$93,684.80	$96,289.28
4	$86,023.68	$89,854.24	$93,684.80	$97,515.20	$100,234.72
5	$89,854.24	$93,684.80	$97,515.20	$101,345.60	$104,180.48
6	$93,684.80	$97,515.20	$101,345.60	$105,198.88	$108,355.20
7	$97,515.20	$101,345.60	$105,198.88	$109,297.92	$112,576.64
8		$105,198.88	$109,297.92	$113,396.32	$116,798.24
9			$113,396.32	$117,495.52	$121,020.00
10				$121,593.92	$125,241.76

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, nurses with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district/outside entity, you will begin at level 3.

Nurses with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district/outside entity, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. *Nurses are able to move beyond Step 1 with less than 30 units.*

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$1000 for MA on all classes*
Annual	$500 for BA + 90*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers

* Additions are non-cumulative

Nurses receive a $3000 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a nurse in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,945.50	$123,539.42	$127,245.63
12	3.20%	$3,891.01	$125,484.93	$129,249.50
13	4.80%	$5,836.51	$127,430.43	$131,253.36
14	6.40%	$7,782.01	$129,375.93	$133,257.23
15	8.00%	$9,727.51	$131,321.43	$135,261.10

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Nurses 207* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 nursing experience or outside nursing services**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Nurses					
0	$73,175.82	$77,140.62	$81,105.42	$85,069.55	$87,408.81
Full-Credentialed Nurses					
1**	$77,140.62	$81,105.42	$85,069.55	$89,034.51	$91,492.34
2	$81,105.42	$85,069.55	$89,034.51	$92,999.14	$95,576.04
3	$85,069.55	$89,034.51	$92,999.14	$96,963.77	$99,659.40
4	$89,034.51	$92,999.14	$96,963.77	$100,928.23	$103,742.94
5	$92,999.14	$96,963.77	$100,928.23	$104,892.70	$107,826.80
6	$96,963.77	$100,928.23	$104,892.70	$108,880.84	$112,147.63
7	$100,928.23	$104,892.70	$108,880.84	$113,123.35	$116,516.82
8		$108,880.84	$113,123.35	$117,365.19	$120,886.18
9			$117,365.19	$121,607.86	$125,255.70
10				$125,849.71	$129,625.22

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, nurses with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district/outside entity, you will begin at level 3.

Nurses with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district/outside entity, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. *Nurses are able to move beyond Step 1 with less than 30 units.*

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Nurses receive a $3000 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a nurse in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$2,013.60	$127,863.30	$131,699.23
12	3.20%	$4,027.19	$129,876.90	$133,773.23
13	4.80%	$6,040.79	$131,890.49	$135,847.23
14	6.40%	$8,054.38	$133,904.09	$137,921.24
15	8.00%	$10,067.98	$135,917.68	$139,995.24

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: JROTC INSTRUCTORS - ARMY 218* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service or military experience**

Level (Step)	Class I (A01) Preliminary Cred	Class II (A02) Clear Cred	Class III (A03) Semester Units Clear Cred + 15 units	Class IV (A04) Clear Cred + BA	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$69,588.04	$73,763.35	$77,938.66	$82,113.62	$84,577.02
Full-Credentialed Teachers					
1	$77,349.54	$81,524.50	$85,699.81	$89,875.30	$92,589.13
2	$77,938.66	$82,113.62	$86,288.93	$90,464.42	$93,178.26
3	$82,113.62	$86,288.93	$90,464.42	$94,639.90	$97,478.79
4	$86,288.93	$90,464.42	$94,639.90	$98,814.69	$101,779.14
5	$90,464.42	$94,639.90	$98,814.69	$102,990.18	$106,080.02
6		$98,814.69	$102,990.18	$107,165.31	$110,380.20
7		$102,990.18	$107,165.31	$111,340.80	$114,681.08
8			$111,340.80	$115,515.93	$118,981.44
9			$115,515.93	$119,691.42	$123,282.14
10				$123,866.73	$127,582.49

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3. Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

*__Class V (A05)__ effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.
There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,981.87	$125,848.60	$129,623.81
12	3.20%	$3,963.74	$127,830.46	$131,665.13
13	4.80%	$5,945.60	$129,812.33	$133,706.45
14	6.40%	$7,927.47	$131,794.20	$135,747.77
15	8.00%	$9,909.34	$133,776.07	$137,789.09

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers on Special Assignment 185* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$59,054.07	$62,597.34	$66,140.61	$69,683.58	$71,774.08
Full-Credentialed Teachers					
1**	$65,640.66	$69,183.64	$72,726.90	$76,270.32	$78,573.35
2	$66,140.61	$69,683.58	$73,226.85	$76,770.26	$79,073.29
3	$69,683.58	$73,226.85	$76,770.26	$80,313.68	$82,722.82
4	$73,226.85	$76,770.26	$80,313.68	$83,856.50	$86,372.21
5	$76,770.26	$80,313.68	$83,856.50	$87,399.92	$90,022.04
6	$80,313.68	$83,856.50	$87,399.92	$90,943.04	$93,671.27
7	$83,856.50	$87,399.92	$90,943.04	$94,486.46	$97,321.10
8		$90,943.04	$94,486.46	$98,029.58	$100,970.48
9			$98,029.58	$101,572.99	$104,620.16
10				$105,116.26	$108,269.55

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,681.86	$106,798.12	$110,001.86
12	3.20%	$3,363.72	$108,479.98	$111,734.17
13	4.80%	$5,045.58	$110,161.84	$113,466.49
14	6.40%	$6,727.44	$111,843.70	$115,198.80
15	8.00%	$8,409.30	$113,525.56	$116,931.11

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers on Special Assignment 217* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$69,268.83	$73,424.99	$77,581.15	$81,736.96	$84,189.06
Full-Credentialed Teachers					
1**	$76,994.72	$81,150.54	$85,306.69	$89,463.02	$92,164.41
2	$77,581.15	$81,736.96	$85,893.11	$90,049.44	$92,750.83
3	$81,736.96	$85,893.11	$90,049.44	$94,205.78	$97,031.64
4	$85,893.11	$90,049.44	$94,205.78	$98,361.41	$101,312.27
5	$90,049.44	$94,205.78	$98,361.41	$102,517.74	$105,593.42
6	$94,205.78	$98,361.41	$102,517.74	$106,673.73	$109,873.87
7	$98,361.41	$102,517.74	$106,673.73	$110,830.06	$114,155.02
8		$106,673.73	$110,830.06	$114,986.04	$118,435.65
9			$114,986.04	$119,142.37	$122,716.62
10				$123,298.53	$126,997.25

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,972.78	$125,271.31	$129,029.21
12	3.20%	$3,945.55	$127,244.09	$131,061.17
13	4.80%	$5,918.33	$129,216.86	$133,093.12
14	6.40%	$7,891.11	$131,189.64	$135,125.08
15	8.00%	$9,863.88	$133,162.41	$137,157.03

Year 2024-2025

3% effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers on Special Assignment 215* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$68,630.41	$72,748.26	$76,866.11	$80,983.62	$83,413.12
Full-Credentialed Teachers					
1**	$76,285.10	$80,402.60	$84,520.46	$88,638.48	$91,314.97
2	$76,866.11	$80,983.62	$85,101.47	$89,219.50	$91,895.99
3	$80,983.62	$85,101.47	$89,219.50	$93,337.52	$96,137.34
4	$85,101.47	$89,219.50	$93,337.52	$97,454.86	$100,378.51
5	$89,219.50	$93,337.52	$97,454.86	$101,572.88	$104,620.20
6	$93,337.52	$97,454.86	$101,572.88	$105,690.56	$108,861.21
7	$97,454.86	$101,572.88	$105,690.56	$109,808.58	$113,102.90
8		$105,690.56	$109,808.58	$113,926.26	$117,344.08
9			$113,926.26	$118,044.29	$121,585.60
10				$122,162.14	$125,826.77

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,954.59	$124,116.73	$127,840.00
12	3.20%	$3,909.19	$126,071.33	$129,853.23
13	4.80%	$5,863.78	$128,025.92	$131,866.46
14	6.40%	$7,818.38	$129,980.52	$133,879.69
15	8.00%	$9,772.97	$131,935.11	$135,892.91

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers on Special Assignment 207* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$66,076.72	$70,041.35	$74,005.98	$77,970.28	$80,309.38
Full-Credentialed Teachers					
1**	$73,446.58	$77,410.88	$81,375.51	$85,340.30	$87,917.21
2	$74,005.98	$77,970.28	$81,934.91	$85,899.70	$88,476.60
3	$77,970.28	$81,934.91	$85,899.70	$89,864.50	$92,560.13
4	$81,934.91	$85,899.70	$89,864.50	$93,828.63	$96,643.50
5	$85,899.70	$89,864.50	$93,828.63	$97,793.42	$100,727.36
6	$89,864.50	$93,828.63	$97,793.42	$101,757.89	$104,810.56
7	$93,828.63	$97,793.42	$101,757.89	$105,722.68	$108,894.42
8		$101,757.89	$105,722.68	$109,687.15	$112,977.78
9			$109,687.15	$113,651.94	$117,061.48
10				$117,616.57	$121,144.85

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,881.87	$119,498.44	$123,083.16
12	3.20%	$3,763.73	$121,380.30	$125,021.48
13	4.80%	$5,645.60	$123,262.17	$126,959.80
14	6.40%	$7,527.46	$125,144.03	$128,898.12
15	8.00%	$9,409.33	$127,025.90	$130,836.43

Year 2024-2025
3% effective 7/1/2024
Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers on Special Assignment 203* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$64,799.87	$68,687.89	$72,575.91	$76,463.60	$78,757.50
Full-Credentialed Teachers					
1**	$72,027.32	$75,915.02	$79,803.04	$83,691.22	$86,218.32
2	$72,575.91	$76,463.60	$80,351.62	$84,239.80	$86,766.91
3	$76,463.60	$80,351.62	$84,239.80	$88,127.98	$90,771.53
4	$80,351.62	$84,239.80	$88,127.98	$92,015.52	$94,775.99
5	$84,239.80	$88,127.98	$92,015.52	$95,903.70	$98,780.94
6	$88,127.98	$92,015.52	$95,903.70	$99,791.55	$102,785.23
7	$92,015.52	$95,903.70	$99,791.55	$103,679.73	$106,790.18
8		$99,791.55	$103,679.73	$107,567.59	$110,794.64
9			$107,567.59	$111,455.77	$114,799.42
10				$115,343.79	$118,803.88

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

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***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,845.50	$117,189.29	$120,704.74
12	3.20%	$3,691.00	$119,034.79	$122,605.61
13	4.80%	$5,536.50	$120,880.29	$124,506.47
14	6.40%	$7,382.00	$122,725.79	$126,407.33
15	8.00%	$9,227.50	$124,571.29	$128,308.19

Year 2024-2025
3% effective 7/1/2024
Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers on Special Assignment 197 Duty Days (8 hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$62,884.61	$66,657.71	$70,430.81	$74,203.60	$76,429.70
Full-Credentialed Teachers					
1**	$69,898.44	$73,671.22	$77,444.32	$81,217.58	$83,670.00
2	$70,430.81	$74,203.60	$77,976.70	$81,749.96	$84,202.37
3	$74,203.60	$77,976.70	$81,749.96	$85,523.22	$88,088.63
4	$77,976.70	$81,749.96	$85,523.22	$89,295.84	$91,974.73
5	$81,749.96	$85,523.22	$89,295.84	$93,069.10	$95,861.30
6	$85,523.22	$89,295.84	$93,069.10	$96,842.05	$99,747.25
7	$89,295.84	$93,069.10	$96,842.05	$100,615.31	$103,633.82
8		$96,842.05	$100,615.31	$104,388.25	$107,519.92
9			$104,388.25	$108,161.51	$111,406.34
10				$111,934.61	$115,292.44

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,790.95	$113,725.57	$117,137.12
12	3.20%	$3,581.91	$115,516.52	$118,981.80
13	4.80%	$5,372.86	$117,307.47	$120,826.47
14	6.40%	$7,163.82	$119,098.43	$122,671.15
15	8.00%	$8,954.77	$120,889.38	$124,515.83

Year 2024-2025

3% effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers on Special Assignment and Librarians 194 Duty Days (8 hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$61,926.97	$65,642.62	$69,358.26	$73,073.59	$75,265.79
Full-Credentialed Teachers					
1**	$68,833.99	$72,549.33	$76,264.97	$79,980.77	$82,395.84
2	$69,358.26	$73,073.59	$76,789.24	$80,505.03	$82,920.10
3	$73,073.59	$76,789.24	$80,505.03	$84,220.83	$86,747.18
4	$76,789.24	$80,505.03	$84,220.83	$87,936.01	$90,574.10
5	$80,505.03	$84,220.83	$87,936.01	$91,651.81	$94,401.49
6	$84,220.83	$87,936.01	$91,651.81	$95,367.30	$98,228.25
7	$87,936.01	$91,651.81	$95,367.30	$99,083.09	$102,055.64
8		$95,367.30	$99,083.09	$102,798.58	$105,882.56
9			$102,798.58	$106,514.38	$109,709.79
10				$110,230.02	$113,536.72

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,763.68	$111,993.70	$115,353.30
12	3.20%	$3,527.36	$113,757.38	$117,169.89
13	4.80%	$5,291.04	$115,521.07	$118,986.48
14	6.40%	$7,054.72	$117,284.75	$120,803.06
15	8.00%	$8,818.40	$119,048.43	$122,619.65

Year 2024-2025

3% effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers on Special Assignment 189* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$60,330.92	$63,950.80	$67,570.68	$71,190.25	$73,325.95
Full-Credentialed Teachers					
1**	$67,059.92	$70,679.50	$74,299.38	$77,919.41	$80,272.23
2	$67,570.68	$71,190.25	$74,810.13	$78,430.16	$80,782.98
3	$71,190.25	$74,810.13	$78,430.16	$82,050.19	$84,511.43
4	$74,810.13	$78,430.16	$82,050.19	$85,669.62	$88,239.72
5	$78,430.16	$82,050.19	$85,669.62	$89,289.65	$91,968.46
6	$82,050.19	$85,669.62	$89,289.65	$92,909.38	$95,696.60
7	$85,669.62	$89,289.65	$92,909.38	$96,529.41	$99,425.34
8		$92,909.38	$96,529.41	$100,149.13	$103,153.63
9			$100,149.13	$103,769.16	$106,882.22
10				$107,389.04	$110,610.51

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,718.22	$109,107.27	$112,380.28
12	3.20%	$3,436.45	$110,825.49	$114,150.05
13	4.80%	$5,154.67	$112,543.72	$115,919.82
14	6.40%	$6,872.90	$114,261.94	$117,689.58
15	8.00%	$8,591.12	$115,980.17	$119,459.35

Year 2024-2025

3% effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule C: Child Development Center Teachers on Special Assignment 261 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	$56,068.86	$60,356.77	$64,411.88	$68,326.67	$72,894.17
C-2	$60,356.77	$64,411.88	$68,326.67	$72,894.17	$76,762.61
C-3	$64,411.88	$68,326.67	$72,894.17	$76,762.61	$81,097.29
C-4	$68,326.67	$72,894.17	$76,762.61	$81,097.29	$85,152.19
C-5		$76,762.61	$81,097.29	$85,152.19	$87,016.56
C-6			$85,152.19	$87,016.56	$93,961.25
C-7				$93,961.25	$97,969.59
C-8					$102,071.04

FRESNO UNIFIED SCHOOL DISTRICT

Basic-Hourly Rate Salary Schedule 2024-2025

Effective July 1, 2024

Schedule C: Child Development Center Teachers on Special Assignment 261 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified teaching service with appropriate credential/permit

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	$26.8529	$28.9065	$30.8486	$32.7235	$34.9110
C-2	$28.9065	$30.8486	$32.7235	$34.9110	$36.7637
C-3	$30.8486	$32.7235	$34.9110	$36.7637	$38.8397
C-4	$32.7235	$34.9110	$36.7637	$38.8397	$40.7817
C-5		$36.7637	$38.8397	$40.7817	$41.6746
C-6			$40.7817	$41.6746	$45.0006
C-7				$45.0006	$46.9203
C-8					$48.8846

NOTE: Lead and PACE Lead teachers shall receive an additional $1.00 per hour. CDC Supervisors will receive an additional $4.00 per hour.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career Increment: Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five (5) years of service credit shall be granted for out-of-District service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (C04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	$1,503.38	$95,464.6328
12	3.20%	$3,006.76	$96,968.0129
13	4.80%	$4,510.14	$98,471.3929
14	6.40%	$6,013.52	$99,974.7730
15	8.00%	$7,516.90	$101,478.1530

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions.

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year.

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Career Technical Ed/Vocational Ed Teachers 185* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: Full credit will be given for verified K-12 teaching or comparable service

Placement for CTE/Voc Ed teachers is found under Article 66 of the FTA CBA

Level (Step)	Class I (A01) Preliminary Cred	Class II (A02) Clear Cred	Class III (A03) Semester Units Clear Cred + 15 Units	Class IV (A04) Clear Cred + BA	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$59,054.07	$62,597.34	$66,140.61	$69,683.58	$71,774.08
Full-Credentialed Teachers					
1	$65,640.66	$69,183.64	$72,726.90	$76,270.32	$78,573.35
2	$66,140.61	$69,683.58	$73,226.85	$76,770.26	$79,073.29
3	$69,683.58	$73,226.85	$76,770.26	$80,313.68	$82,722.82
4	$73,226.85	$76,770.26	$80,313.68	$83,856.50	$86,372.21
5	$76,770.26	$80,313.68	$83,856.50	$87,399.92	$90,022.04
6		$83,856.50	$87,399.92	$90,943.04	$93,671.27
7		$87,399.92	$90,943.04	$94,486.46	$97,321.10
8			$94,486.46	$98,029.58	$100,970.48
9			$98,029.58	$101,572.99	$104,620.16
10				$105,116.26	$108,269.55

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3. Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC ANNUAL SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

***** Career Increment for FUSD Service Years *****

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,681.86	$106,798.12	$110,001.86
12	3.20%	$3,363.72	$108,479.98	$111,734.17
13	4.80%	$5,045.58	$110,161.84	$113,466.49
14	6.40%	$6,727.44	$111,843.70	$115,198.80
15	8.00%	$8,409.30	$113,525.56	$116,931.11

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers and Librarians 185* Duty Days (8 hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching or library service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers/Librarians					
0	$59,054.07	$62,597.34	$66,140.61	$69,683.58	$71,774.08
Full-Credentialed Teachers/Librarians					
1**	$65,640.66	$69,183.64	$72,726.90	$76,270.32	$78,573.35
2	$66,140.61	$69,683.58	$73,226.85	$76,770.26	$79,073.29
3	$69,683.58	$73,226.85	$76,770.26	$80,313.68	$82,722.82
4	$73,226.85	$76,770.26	$80,313.68	$83,856.50	$86,372.21
5	$76,770.26	$80,313.68	$83,856.50	$87,399.92	$90,022.04
6	$80,313.68	$83,856.50	$87,399.92	$90,943.04	$93,671.27
7	$83,856.50	$87,399.92	$90,943.04	$94,486.46	$97,321.10
8		$90,943.04	$94,486.46	$98,029.58	$100,970.48
9			$98,029.58	$101,572.99	$104,620.16
10				$105,116.26	$108,269.55

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,681.86	$106,798.12	$110,001.86
12	3.20%	$3,363.72	$108,479.98	$111,734.17
13	4.80%	$5,045.58	$110,161.84	$113,466.49
14	6.40%	$6,727.44	$111,843.70	$115,198.80
15	8.00%	$8,409.30	$113,525.56	$116,931.11

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers and Librarians 194* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching or library service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers/Librarians					
0	$61,926.97	$65,642.62	$69,358.26	$73,073.59	$75,265.79
Full-Credentialed Teachers/Librarians					
1**	$68,833.99	$72,549.33	$76,264.97	$79,980.77	$82,395.84
2	$69,358.26	$73,073.59	$76,789.24	$80,505.03	$82,920.10
3	$73,073.59	$76,789.24	$80,505.03	$84,220.83	$86,747.18
4	$76,789.24	$80,505.03	$84,220.83	$87,936.01	$90,574.10
5	$80,505.03	$84,220.83	$87,936.01	$91,651.81	$94,401.49
6	$84,220.83	$87,936.01	$91,651.81	$95,367.30	$98,228.25
7	$87,936.01	$91,651.81	$95,367.30	$99,083.09	$102,055.64
8		$95,367.30	$99,083.09	$102,798.58	$105,882.56
9			$102,798.58	$106,514.38	$109,709.79
10				$110,230.02	$113,536.72

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,763.68	$111,993.70	$115,353.30
12	3.20%	$3,527.36	$113,757.38	$117,169.89
13	4.80%	$5,291.04	$115,521.07	$118,986.48
14	6.40%	$7,054.72	$117,284.75	$120,803.06
15	8.00%	$8,818.40	$119,048.43	$122,619.65

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers and Librarians 200* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching or library service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers/Librarians					
0	$63,842.24	$67,672.80	$71,503.36	$75,333.60	$77,593.60
Full-Credentialed Teachers/Librarians					
1**	$70,962.88	$74,793.12	$78,623.68	$82,454.40	$84,944.16
2	$71,503.36	$75,333.60	$79,164.16	$82,994.88	$85,484.64
3	$75,333.60	$79,164.16	$82,994.88	$86,825.60	$89,430.08
4	$79,164.16	$82,994.88	$86,825.60	$90,655.68	$93,375.36
5	$82,994.88	$86,825.60	$90,655.68	$94,486.40	$97,321.12
6	$86,825.60	$90,655.68	$94,486.40	$98,316.80	$101,266.24
7	$90,655.68	$94,486.40	$98,316.80	$102,147.52	$105,212.00
8		$98,316.80	$102,147.52	$105,977.92	$109,157.28
9			$105,977.92	$109,808.64	$113,102.88
10				$113,639.20	$117,048.16

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,818.23	$115,457.43	$118,920.93
12	3.20%	$3,636.45	$117,275.65	$120,793.70
13	4.80%	$5,454.68	$119,093.88	$122,666.47
14	6.40%	$7,272.91	$120,912.11	$124,539.24
15	8.00%	$9,091.14	$122,730.34	$126,412.01

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers and Librarians 203* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching or library service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers/Librarians					
0	$64,799.87	$68,687.89	$72,575.91	$76,463.60	$78,757.50
Non-Credentialed Teachers/Librarians					
1**	$72,027.32	$75,915.02	$79,803.04	$83,691.22	$86,218.32
2	$72,575.91	$76,463.60	$80,351.62	$84,239.80	$86,766.91
3	$76,463.60	$80,351.62	$84,239.80	$88,127.98	$90,771.53
4	$80,351.62	$84,239.80	$88,127.98	$92,015.52	$94,775.99
5	$84,239.80	$88,127.98	$92,015.52	$95,903.70	$98,780.94
6	$88,127.98	$92,015.52	$95,903.70	$99,791.55	$102,785.23
7	$92,015.52	$95,903.70	$99,791.55	$103,679.73	$106,790.18
8		$99,791.55	$103,679.73	$107,567.59	$110,794.64
9			$107,567.59	$111,455.77	$114,799.42
10				$115,343.79	$118,803.88

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,845.50	$117,189.29	$120,704.74
12	3.20%	$3,691.00	$119,034.79	$122,605.61
13	4.80%	$5,536.50	$120,880.29	$124,506.47
14	6.40%	$7,382.00	$122,725.79	$126,407.33
15	8.00%	$9,227.50	$124,571.29	$128,308.19

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Teachers and Librarians 204* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching or library service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers/Librarians					
0	$65,119.08	$69,026.26	$72,933.43	$76,840.27	$79,145.47
Full-Credentialed Teachers/Librarians					
1**	$72,382.14	$76,288.98	$80,196.15	$84,103.49	$86,643.04
2	$72,933.43	$76,840.27	$80,747.44	$84,654.78	$87,194.33
3	$76,840.27	$80,747.44	$84,654.78	$88,562.11	$91,218.68
4	$80,747.44	$84,654.78	$88,562.11	$92,468.79	$95,242.87
5	$84,654.78	$88,562.11	$92,468.79	$96,376.13	$99,267.54
6	$88,562.11	$92,468.79	$96,376.13	$100,283.14	$103,291.56
7	$92,468.79	$96,376.13	$100,283.14	$104,190.47	$107,316.24
8		$100,283.14	$104,190.47	$108,097.48	$111,340.43
9			$108,097.48	$112,004.81	$115,364.94
10				$115,911.98	$119,389.12

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers/librarians with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers/librarians with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher/librarian in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,854.59	$117,766.58	$121,299.35
12	3.20%	$3,709.18	$119,621.17	$123,209.58
13	4.80%	$5,563.78	$121,475.76	$125,119.80
14	6.40%	$7,418.37	$123,330.35	$127,030.03
15	8.00%	$9,272.96	$125,184.94	$128,940.25

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Designated Teachers 192* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$65,119.08	$69,026.26	$72,933.43	$76,840.27	$79,145.47
Full-Credentialed Teachers					
1**	$72,382.14	$76,288.98	$80,196.15	$84,103.49	$86,643.04
2	$72,933.43	$76,840.27	$80,747.44	$84,654.78	$87,194.33
3	$76,840.27	$80,747.44	$84,654.78	$88,562.11	$91,218.68
4	$80,747.44	$84,654.78	$88,562.11	$92,468.79	$95,242.87
5	$84,654.78	$88,562.11	$92,468.79	$96,376.13	$99,267.54
6	$88,562.11	$92,468.79	$96,376.13	$100,283.14	$103,291.56
7	$92,468.79	$96,376.13	$100,283.14	$104,190.47	$107,316.24
8		$100,283.14	$104,190.47	$108,097.48	$111,340.43
9			$108,097.48	$112,004.81	$115,364.94
10				$115,911.98	$119,389.12

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,854.59	$117,766.58	$121,299.35
12	3.20%	$3,709.18	$119,621.17	$123,209.58
13	4.80%	$5,563.78	$121,475.76	$125,119.80
14	6.40%	$7,418.37	$123,330.35	$127,030.03
15	8.00%	$9,272.96	$125,184.94	$128,940.25

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Designated Teachers 195* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$66,136.57	$70,104.79	$74,073.01	$78,040.90	$80,382.12
Full-Credentialed Teachers					
1**	$73,513.11	$77,481.00	$81,449.22	$85,417.61	$87,996.84
2	$74,073.01	$78,040.90	$82,009.12	$85,977.51	$88,556.74
3	$78,040.90	$82,009.12	$85,977.51	$89,945.90	$92,643.97
4	$82,009.12	$85,977.51	$89,945.90	$93,913.62	$96,731.04
5	$85,977.51	$89,945.90	$93,913.62	$97,882.01	$100,818.60
6	$89,945.90	$93,913.62	$97,882.01	$101,850.06	$104,905.50
7	$93,913.62	$97,882.01	$101,850.06	$105,818.45	$108,993.06
8		$101,850.06	$105,818.45	$109,786.50	$113,080.12
9			$109,786.50	$113,754.89	$117,167.51
10				$117,723.11	$121,254.58

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3. Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,883.57	$119,606.68	$123,194.65
12	3.20%	$3,767.14	$121,490.25	$125,134.72
13	4.80%	$5,650.71	$123,373.82	$127,074.80
14	6.40%	$7,534.28	$125,257.39	$129,014.87
15	8.00%	$9,417.85	$127,140.96	$130,954.94

Year 2024-2025

3% effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Designated Teachers 193* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$65,458.25	$69,385.77	$73,313.29	$77,240.48	$79,557.69
Full-Credentialed Teachers					
1**	$72,759.13	$76,686.32	$80,613.84	$84,541.53	$87,094.31
2	$73,313.29	$77,240.48	$81,168.00	$85,095.69	$87,648.47
3	$77,240.48	$81,168.00	$85,095.69	$89,023.37	$91,693.78
4	$81,168.00	$85,095.69	$89,023.37	$92,950.40	$95,738.92
5	$85,095.69	$89,023.37	$92,950.40	$96,878.09	$99,784.56
6	$89,023.37	$92,950.40	$96,878.09	$100,805.44	$103,829.54
7	$92,950.40	$96,878.09	$100,805.44	$104,733.13	$107,875.18
8		$100,805.44	$104,733.13	$108,660.49	$111,920.32
9			$108,660.49	$112,588.17	$115,965.80
10				$116,515.69	$120,010.94

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,864.25	$118,379.94	$121,931.12
12	3.20%	$3,728.50	$120,244.19	$123,851.29
13	4.80%	$5,592.75	$122,108.45	$125,771.47
14	6.40%	$7,457.00	$123,972.70	$127,691.64
15	8.00%	$9,321.26	$125,836.95	$129,611.82

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Lori Ann Infant Center 200* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$63,842.24	$67,672.80	$71,503.36	$75,333.60	$77,593.60
Full-Credentialed Teachers					
1**	$70,962.88	$74,793.12	$78,623.68	$82,454.40	$84,944.16
2	$71,503.36	$75,333.60	$79,164.16	$82,994.88	$85,484.64
3	$75,333.60	$79,164.16	$82,994.88	$86,825.60	$89,430.08
4	$79,164.16	$82,994.88	$86,825.60	$90,655.68	$93,375.36
5	$82,994.88	$86,825.60	$90,655.68	$94,486.40	$97,321.12
6	$86,825.60	$90,655.68	$94,486.40	$98,316.80	$101,266.24
7	$90,655.68	$94,486.40	$98,316.80	$102,147.52	$105,212.00
8		$98,316.80	$102,147.52	$105,977.92	$109,157.28
9			$105,977.92	$109,808.64	$113,102.88
10				$113,639.20	$117,048.16

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions.

**Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,818.23	$115,457.43	$118,920.93
12	3.20%	$3,636.45	$117,275.65	$120,793.70
13	4.80%	$5,454.68	$119,093.88	$122,666.47
14	6.40%	$7,272.91	$120,912.11	$124,539.24
15	8.00%	$9,091.14	$122,730.34	$126,412.01

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Designated Teachers on Special Assignment and Librarians 194* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers and Librarians					
0	$65,797.41	$69,745.28	$73,693.15	$77,640.69	$79,969.90
Full-Credentialed Teachers and Librarians					
1**	$73,136.12	$77,083.66	$81,031.53	$84,979.57	$87,545.57
2	$73,693.15	$77,640.69	$81,588.56	$85,536.60	$88,102.61
3	$77,640.69	$81,588.56	$85,536.60	$89,484.63	$92,168.88
4	$81,588.56	$85,536.60	$89,484.63	$93,432.01	$96,234.98
5	$85,536.60	$89,484.63	$93,432.01	$97,380.05	$100,301.58
6	$89,484.63	$93,432.01	$97,380.05	$101,327.75	$104,367.52
7	$93,432.01	$97,380.05	$101,327.75	$105,275.79	$108,434.12
8		$101,327.75	$105,275.79	$109,223.49	$112,500.22
9			$109,223.49	$113,171.53	$116,566.66
10				$117,119.40	$120,632.76

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,873.91	$118,993.31	$122,562.88
12	3.20%	$3,747.82	$120,867.22	$124,493.01
13	4.80%	$5,621.73	$122,741.13	$126,423.13
14	6.40%	$7,495.64	$124,615.04	$128,353.26
15	8.00%	$9,369.55	$126,488.95	$130,283.38

Year 2024-2025
3% effective 7/1/2024
Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Designated Teachers on Special Assignment 195* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$66,136.57	$70,104.79	$74,073.01	$78,040.90	$80,382.12
Full-Credentialed Teachers					
1**	$73,513.11	$77,481.00	$81,449.22	$85,417.61	$87,996.84
2	$74,073.01	$78,040.90	$82,009.12	$85,977.51	$88,556.74
3	$78,040.90	$82,009.12	$85,977.51	$89,945.90	$92,643.97
4	$82,009.12	$85,977.51	$89,945.90	$93,913.62	$96,731.04
5	$85,977.51	$89,945.90	$93,913.62	$97,882.01	$100,818.60
6	$89,945.90	$93,913.62	$97,882.01	$101,850.06	$104,905.50
7	$93,913.62	$97,882.01	$101,850.06	$105,818.45	$108,993.06
8		$101,850.06	$105,818.45	$109,786.50	$113,080.12
9			$109,786.50	$113,754.89	$117,167.51
10				$117,723.11	$121,254.58

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,883.57	$119,606.68	$123,194.65
12	3.20%	$3,767.14	$121,490.25	$125,134.72
13	4.80%	$5,650.71	$123,373.82	$127,074.80
14	6.40%	$7,534.28	$125,257.39	$129,014.87
15	8.00%	$9,417.85	$127,140.96	$130,954.94

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Designated Teachers on Special Assignment 193* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$65,458.25	$69,385.77	$73,313.29	$77,240.48	$79,557.69
Full-Credentialed Teachers					
1**	$72,759.13	$76,686.32	$80,613.84	$84,541.53	$87,094.31
2	$73,313.29	$77,240.48	$81,168.00	$85,095.69	$87,648.47
3	$77,240.48	$81,168.00	$85,095.69	$89,023.37	$91,693.78
4	$81,168.00	$85,095.69	$89,023.37	$92,950.40	$95,738.92
5	$85,095.69	$89,023.37	$92,950.40	$96,878.09	$99,784.56
6	$89,023.37	$92,950.40	$96,878.09	$100,805.44	$103,829.54
7	$92,950.40	$96,878.09	$100,805.44	$104,733.13	$107,875.18
8		$100,805.44	$104,733.13	$108,660.49	$111,920.32
9			$108,660.49	$112,588.17	$115,965.80
10				$116,515.69	$120,010.94

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***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,864.25	$118,379.94	$121,931.12
12	3.20%	$3,728.50	$120,244.19	$123,851.29
13	4.80%	$5,592.75	$122,108.45	$125,771.47
14	6.40%	$7,457.00	$123,972.70	$127,691.64
15	8.00%	$9,321.26	$125,836.95	$129,611.82

Year 2024-2025
3% effective 7/1/2024
Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule A: Designated Teachers on Special Assignment 192* Duty Days

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified K-12 teaching service**

Level (Step)	Class I (A01) Semester Units BA + 30-44 units *BA <30***	Class II (A02) Semester Units BA + 45-59 units	Class III (A03) Semester Units BA + 60-74 units	Class IV (A04) Semester Units BA + 75-90 units	*Class V (A05) Semester Units PL Column
Non-Credentialed Teachers					
0	$65,119.08	$69,026.26	$72,933.43	$76,840.27	$79,145.47
Full-Credentialed Teachers					
1**	$72,382.14	$76,288.98	$80,196.15	$84,103.49	$86,643.04
2	$72,933.43	$76,840.27	$80,747.44	$84,654.78	$87,194.33
3	$76,840.27	$80,747.44	$84,654.78	$88,562.11	$91,218.68
4	$80,747.44	$84,654.78	$88,562.11	$92,468.79	$95,242.87
5	$84,654.78	$88,562.11	$92,468.79	$96,376.13	$99,267.54
6	$88,562.11	$92,468.79	$96,376.13	$100,283.14	$103,291.56
7	$92,468.79	$96,376.13	$100,283.14	$104,190.47	$107,316.24
8		$100,283.14	$104,190.47	$108,097.48	$111,340.43
9			$108,097.48	$112,004.81	$115,364.94
10				$115,911.98	$119,389.12

All units earned beyond the Bachelor Degree must be upper division or graduate courses. Lower division courses in Mathematics, Foreign Language and Physical Science may be acceptable if not yet taken during undergraduate years.

Due to the compression of the 1999-2000 salary schedule, teachers with 7 yrs or less service credit will be placed on the salary level which represents their current year of service. For example, if you are coming into FUSD with 2 yrs experience from another district, you will begin at level 3.

Teachers with 8 or more years of experience will begin at the level representing completed years of experience. For example, if you are coming into FUSD with 8 yrs experience from another district, you will begin at level 8.

Note: Steps below **solid line** available only to personnel hired prior to 1969-70 school year. The general requirement for a unit member to be placed in Class 1 (A01) is a BA+30 units; however, exceptions may be made when conditions warrant such exceptions. **Unit members with less than a BA+30 units shall advance beyond Class 1 (A01), Step 1 only if they were hired prior to 1969-70.

***Class V (A05)** effective July 1, 2015. Placement on Class V (A05) is contingent upon completion of 9 units of continual professional learning through the professional development office prior to the beginning of the new school year.

There shall be no new members eligible for the PL Column effective as of January 1, 2024. All professional learning units and courses shall cease being offered effective January 1, 2024, and coursework to complete credits shall likewise cease effective January 1, 2024. Unit members on the PL Column as of November 1, 2023, will continue to receive PL Column compensation until June 30, 2026, or until they become ineligible for the PL Column, whichever is sooner. All PL Column placements and all language in the parties' collective bargaining agreement shall be eliminated effective July 1, 2026.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

Special Education Teachers receive a $3000 stipend for a completed full school year. Bilingual Teachers receive a $3000 stipend for teaching Bi-lingual classes for a completed full school year. In an event the year is not completed, the rate is pro-rated.

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (A04), level 10 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY	*Professional Learning
11	1.60%	$1,854.59	$117,766.58	$121,299.35
12	3.20%	$3,709.18	$119,621.17	$123,209.58
13	4.80%	$5,563.78	$121,475.76	$125,119.80
14	6.40%	$7,418.37	$123,330.35	$127,030.03
15	8.00%	$9,272.96	$125,184.94	$128,940.25

Year 2024-2025
3% effective 7/1/2024
Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule C: Child Development Center & *PACE Teachers 194 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified teaching service with appropriate credential/permit**

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	$41,675.70	$44,862.89	$47,877.03	$50,786.87	$54,181.87
C-2	$44,862.89	$47,877.03	$50,786.87	$54,181.87	$57,057.26
C-3	$47,877.03	$50,786.87	$54,181.87	$57,057.26	$60,279.21
C-4	$50,786.87	$54,181.87	$57,057.26	$60,279.21	$63,293.20
C-5		$57,057.26	$60,279.21	$63,293.20	$64,678.98
C-6			$63,293.20	$64,678.98	$69,840.93
C-7				$69,840.93	$72,820.31
C-8					$75,868.90

FRESNO UNIFIED SCHOOL DISTRICT

Basic Hourly Rate Salary Schedule 2024-2025

Effective July 1, 2024

Schedule C: Child Development Center & *PACE Teachers 194 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified teaching service with appropriate credential/permit**

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	$26.8529	$28.9065	$30.8486	$32.7235	$34.9110
C-2	$28.9065	$30.8486	$32.7235	$34.9110	$36.7637
C-3	$30.8486	$32.7235	$34.9110	$36.7637	$38.8397
C-4	$32.7235	$34.9110	$36.7637	$38.8397	$40.7817
C-5		$36.7637	$38.8397	$40.7817	$41.6746
C-6			$40.7817	$41.6746	$45.0006
C-7				$45.0006	$46.9203
C-8					$48.8846

NOTE: Lead and PACE Lead teachers shall receive an additional $1.00 per hour. CDC Supervisors will receive an additional $4.00 per hour.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career Increment: Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter.

Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five (5) years of service credit shall be granted for out-of-District service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (C04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	$1,117.45	$70,958.3849
12	3.20%	$2,234.91	$72,075.8398
13	4.80%	$3,352.36	$73,193.2946
14	6.40%	$4,469.82	$74,310.7495
15	8.00%	$5,587.27	$75,428.2044

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions.

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule C: Child Development Center & *PACE Teachers on Special Assignment 195 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified teaching service with appropriate credential/permit**

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	$41,890.52	$45,094.14	$48,123.82	$51,048.66	$54,461.16
C-2	$45,094.14	$48,123.82	$51,048.66	$54,461.16	$57,351.37
C-3	$48,123.82	$51,048.66	$54,461.16	$57,351.37	$60,589.93
C-4	$51,048.66	$54,461.16	$57,351.37	$60,589.93	$63,619.45
C-5		$57,351.37	$60,589.93	$63,619.45	$65,012.38
C-6			$63,619.45	$65,012.38	$70,200.94
C-7				$70,200.94	$73,195.67
C-8					$76,259.98

FRESNO UNIFIED SCHOOL DISTRICT

Basic Hourly Rate Salary Schedule 2024-2025

Effective July 1, 2024

Schedule C: Child Development Center & *PACE Teachers on Special Assignment 195 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified teaching service with appropriate credential/permit**

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	$26.8529	$28.9065	$30.8486	$32.7235	$34.9110
C-2	$28.9065	$30.8486	$32.7235	$34.9110	$36.7637
C-3	$30.8486	$32.7235	$34.9110	$36.7637	$38.8397
C-4	$32.7235	$34.9110	$36.7637	$38.8397	$40.7817
C-5		$36.7637	$38.8397	$40.7817	$41.6746
C-6			$40.7817	$41.6746	$45.0006
C-7				$45.0006	$46.9203
C-8					$48.8846

NOTE: Lead and PACE Lead teachers shall receive an additional $1.00 per hour. CDC Supervisors will receive an additional $4.00 per hour.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career Increment: Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five (5) years of service credit shall be granted for out-of-District service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (C04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	$1,123.22	$71,324.1550
12	3.20%	$2,246.43	$72,447.3701
13	4.80%	$3,369.65	$73,570.5851
14	6.40%	$4,492.86	$74,693.8002
15	8.00%	$5,616.08	$75,817.0152

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions.

FRESNO UNIFIED SCHOOL DISTRICT
Basic Annual Salary Schedule 2024-2025
Effective July 1, 2024
Schedule C: Child Development Center & *PACE Teachers 261 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified teaching service with appropriate credential/permit**

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	$56,068.86	$60,356.77	$64,411.88	$68,326.67	$72,894.17
C-2	$60,356.77	$64,411.88	$68,326.67	$72,894.17	$76,762.61
C-3	$64,411.88	$68,326.67	$72,894.17	$76,762.61	$81,097.29
C-4	$68,326.67	$72,894.17	$76,762.61	$81,097.29	$85,152.19
C-5		$76,762.61	$81,097.29	$85,152.19	$87,016.56
C-6			$85,152.19	$87,016.56	$93,961.25
C-7				$93,961.25	$97,969.59
C-8					$102,071.04

FRESNO UNIFIED SCHOOL DISTRICT
Basic-Hourly Rate Salary Schedule 2024-2025
Effective July 1, 2024
Schedule C: Child Development Center & *PACE Teachers 261 Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified teaching service with appropriate credential/permit**

Level (Step)	Class I (C01) Semester Units Less than 60 Units	Class II (C02) Semester Units 60-89 Units	Class III (C03) Semester Units 90 Units No Degree	Class IV (C04) Semester Units BA w/o Credential	Class V (C05) Semester Units BA with Credential
C-1	$26.8529	$28.9065	$30.8486	$32.7235	$34.9110
C-2	$28.9065	$30.8486	$32.7235	$34.9110	$36.7637
C-3	$30.8486	$32.7235	$34.9110	$36.7637	$38.8397
C-4	$32.7235	$34.9110	$36.7637	$38.8397	$40.7817
C-5		$36.7637	$38.8397	$40.7817	$41.6746
C-6			$40.7817	$41.6746	$45.0006
C-7				$45.0006	$46.9203
C-8					$48.8846

NOTE: Lead and PACE Lead teachers shall receive an additional $1.00 per hour. CDC Supervisors will receive an additional $4.00 per hour.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career Increment: Career increment of 1.6% each year from 11th to 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purpose shall mean years of service in FUSD except, that up to five (5) years of service credit shall be granted for out-of-District service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (C04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	$1,503.38	$95,464.6328
12	3.20%	$3,006.76	$96,968.0129
13	4.80%	$4,510.14	$98,471.3929
14	6.40%	$6,013.52	$99,974.7730
15	8.00%	$7,516.90	$101,478.1530

*Early Childhood Teachers work year designated in Article 4 - Early Childhood Teachers and Working Conditions.

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year.

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule D: Adult Education 185 Duty Days

Hourly Rates

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	52.1515	1.00	53.7068	1.03	55.2775	1.06
2	53.7068	1.03	55.2775	1.06	56.8483	1.09
3	55.2775	1.06	56.8483	1.09	58.4049	1.12
4	56.8483	1.09	58.4049	1.12	59.9743	1.15
5	58.4049	1.12	59.9743	1.15	61.5168	1.18

Daily Rates (8 hours)

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	417.21	1.00	429.65	1.03	442.22	1.06
2	429.65	1.03	442.22	1.06	454.79	1.09
3	442.22	1.06	454.79	1.09	467.24	1.12
4	454.79	1.09	467.24	1.12	479.79	1.15
5	467.24	1.12	479.79	1.15	492.13	1.18

Placement Criteria:

Class I (D01)

Possess one of the following Credentials:

- Adult Designated Subjects (Adult and/or Vocational)
- Ryan Single Subject or Multiple Subject
- Elementary
- Secondary

Class II (D02)

Qualification for Class I (D01) and have BA + 30 semeser units or 450* continuing education credits taken as part of an approved educational plan.

Class III (D03)

Qualification for Class II (D02) and have BA + 45 semester units or 675* continuing education credits taken as part of an approved educational plan.

*Fifteen (15) continuing education credits equal one (1) semester college unit.
Initial placement on the salary schedule shall be at level 1 in the appropriate class.
Level (Step) advancement requires completion of at least 75% of the school year.

Career Increment of 1.6% each year from the 11th to the 15th year to a total of 8% at the 15th year and thereafter.

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule D: Adult Education 215 Duty Days, and NONWORK Hourly

Hourly Rates

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	59.6013	1.00	61.3797	1.03	63.1742	1.06
2	61.3797	1.03	63.1742	1.06	64.9691	1.09
3	63.1742	1.06	64.9691	1.09	66.7478	1.12
4	64.9691	1.09	66.7478	1.12	68.5425	1.15
5	66.7478	1.12	68.5425	1.15	70.3042	1.18

Daily Rates (8 hours)

Level (Step)	Class I (D01)	Index	Class II (D02)	Index	Class III (D03)	Index
1	476.81	1.00	491.04	1.03	505.39	1.06
2	491.04	1.03	505.39	1.06	519.75	1.09
3	505.39	1.06	519.75	1.09	533.98	1.12
4	519.75	1.09	533.98	1.12	548.34	1.15
5	533.98	1.12	548.34	1.15	562.43	1.18

Placement Criteria:

Class I (D01)

Possess one of the following Credentials:

- Adult Designated Subjects (Adult and/or Vocational)
- Ryan Single Subject or Multiple Subject
- Elementary
- Secondary

Class II (D02)

Qualification for Class I (D01) and have BA + 30 semeser units or 450* continuing education credits taken as part of an approved educational plan.

Class III (D03)

Qualification for Class II (D02) and have BA + 45 semester units or 675* continuing education credits taken as part of an approved educational plan.

*Fifteen (15) continuing education credits equal one (1) semester college unit.

Initial placement on the salary schedule shall be at level 1 in the appropriate class.

Level (Step) advancement requires completion of at least 75% of the school year.

Career Increment of 1.6% each year from the 11th to the 15th year to a total of 8% at the 15th year and thereafter.

Year 2024-2025

3% increase effective 7/1/2024

Board approved Pending

Salary may be pro-rated based on FTE (< 1.0 FTE)

FRESNO UNIFIED SCHOOL DISTRICT

Basic Annual Salary Schedule 2024-2025

Effective July 1, 2024

Schedule R: Pre-Kindergarten Teachers 183* Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified teaching service with appropriate credential/permit**

Level (Step)	Class I (R01) Semester Units Less than 60 Units	Class II (R02) Semester Units 60-89 Units	Class III (R03) Semester Units 90 Units No Degree	Class IV (R04) Semester Units BA w/o Credential	Class V (R05) Semester Units BA with Credential
R-1	$39,312.65	$42,319.12	$45,162.35	$47,907.20	$51,109.70
R-2	$42,319.12	$45,162.35	$47,907.20	$51,109.70	$53,822.06
R-3	$45,162.35	$47,907.20	$51,109.70	$53,822.06	$56,861.32
R-4	$47,907.20	$51,109.70	$53,822.06	$56,861.32	$59,704.41
R-5		$53,822.06	$56,861.32	$59,704.41	$61,011.61
R-6			$59,704.41	$61,011.61	$65,880.88
R-7				$65,880.88	$68,691.32
R-8					$71,567.05

FRESNO UNIFIED SCHOOL DISTRICT

Basic Hourly Rate Salary Schedule 2024-2025

Effective July 1, 2024

Schedule R: Pre-Kindergarten Teachers 183* Duty Days (8 work hours)

PLACEMENT ON THE SALARY SCHEDULE: **Full credit will be given for verified teaching service with appropriate credential/permit**

Level (Step)	Class I (R01) Semester Units Less than 60 Units	Class II (R02) Semester Units 60-89 Units	Class III (R03) Semester Units 90 Units No Degree	Class IV (R04) Semester Units BA w/o Credential	Class V (R05) Semester Units BA with Credential
R-1	$26.8529	$28.9065	$30.8486	$32.7235	$34.9110
R-2	$28.9065	$30.8486	$32.7235	$34.9110	$36.7637
R-3	$30.8486	$32.7235	$34.9110	$36.7637	$38.8397
R-4	$32.7235	$34.9110	$36.7637	$38.8397	$40.7817
R-5		$36.7637	$38.8397	$40.7817	$41.6746
R-6			$40.7817	$41.6746	$45.0006
R-7				$45.0006	$46.9203
R-8					$48.8846

Pre-Kindergarten teachers who teach two class sessions shall have the option, after consulting with the principal, of scheduling a 30 minute duty-free lunch period. This period shall be outside of the four (4) hour time block required for each class session. Pre-Kindergarten teachers shall be able to submit up to eight (8) hours per class per month for extra duty hours, in accordance with the existing requirements.

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual	$500 for BA + 90*
Annual	$1000 for M.A. on all classes*
Annual	$1500 for earned Doctorate*
Annual	$1250 for National Board Certification for Teachers*

* Additions are non-cumulative

******* Career Increment for FUSD Service Years *******

Career increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credited service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increment.

For example, a teacher in Class IV (R04), level 7 meeting the appropriate years of service would receive the following compensation:

YRS OF SERVICE	% OF SALARY	CAREER INCREMENT	SALARY
11	1.60%	$1,054.09	$66,934.97
12	3.20%	$2,108.19	$67,989.07
13	4.80%	$3,162.28	$69,043.16
14	6.40%	$4,216.38	$70,097.25
15	8.00%	$5,270.47	$71,151.35

Speech Language Pathologist Pilot Salary Schedule

Effective July 1, 2024, through June 30, 2026
Full-Credentialed Speech Language Pathologist
185 Duty Days

LEVEL	*SALARY
1	$97,553.31
2	$102,687.88
3	$108,092.24
4	$113,781.51
5	$119,769.89
6	$126,073.65
7	$132,709.08
8	$139,693.94
9	$139,693.94
10	$139,693.94

*Salary is inclusive of the Special Education stipend, Speech and Language Therapy stipend, and all other additions to placement on the current Basic Schedule.

Career Increment for FUSD Service Years

Career Increment: Career increment of 1.6% each year from the 11th to the 15th year to a total of 8.0% at the 15th year and thereafter. Years of credit service for career increment purposes shall mean years of service in FUSD except that up to five (5) years of service credit shall be granted for out-of-district service. All regular District employment will apply for career increments.

SLP at level 10 meeting the appropriate years of service would receive the following compensation:

YEARS OF SERVICE	PERCENT OF SALARY	CAREER INCREMENT	*SALARY
11	1.6%	$ 2,235.10	$ 141,929.04
12	3.2%	$ 4,470.21	$ 144,164.15
13	4.8%	$ 6,705.31	$ 146,399.25
14	6.4%	$ 8,940.41	$ 148,634.35
15	8.0%	$ 11,175.52	$ 150,869.46

SUPPLEMENTAL SERVICE CONTRACTS
IDENTIFIED SERVICES AND RATES OF PAY

CERTIFICATED SERVICES	PAY RATE
Teacher/Presenter/Tutor	$46.89/Hr
Summer School Teacher	Per Diem
Student Engagement Elementary	$46.89/Hr
Student Engagement Secondary	$46.89/Hr

EXTRA CURRICULAR	PAY RATE
Band Assistants	$20.28/Hr
Equipment Maintenance	$400.00/Yr
Game Management	$16.00/Hr
Licensed Vocational Nurse LVN	$31.38/Hr (G46)

CLASSIFIED SERVICES	PAY RATE
Classified Support (AVID TUTORS)	$16.00/Hr
Community Education Teacher (may be non-credentialed)	$19.91/Hr
Professional Instructor (non-credentialed/expert in field)	$19.91/Hr
Babysitter (use Object #2960)	$16.00/Hr
Sign Language/Cues Speech Interpreter	$16.00/Hr
Translator	$18.17/Hr (G24)

Drama/Plays (with or without students)	PAY RATE
Costume Designer/Builder Instructor	$19.91/Hr
Director Instructor	$19.91/Hr
Light/Sound Technician Instructor	$19.91/Hr
Make-up Instructor	$19.91/Hr
Set Design and Construction Instructor	$19.91/Hr

Year 2024-2025
Board approved Pending

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-8

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

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

TITLE AND SUBJECT: Approve Revised Job Description for Coordinator 1 – Purchasing

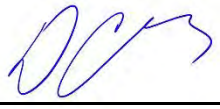
ITEM DESCRIPTION: Included in the Board binders is the revised job description for Coordinator 1 – Purchasing Department. This position is accountable for improving student achievement through the effective management of an assigned area; plan, organize and supervise the daily operation of the Purchasing Department to provide timely delivery of high quality services to meet the needs of the sites and departments; ensure district purchases are made in accordance with applicable laws, codes and policies; train, supervise, assign and evaluate the work of assigned staff and contracting support for other services to ensure the financial viability of the district. Due to the increased scope of work with upcoming bond measures, there will be a change in grade from E-19 to E-20.

FINANCIAL SUMMARY: Sufficient funds in the amount of $6,300 are available in the Purchasing Department Budget.

PREPARED BY: Annarita Howell

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3713

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



INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE: Coordinator I, Purchasing **REPORTS TO:** Executive Director, Purchasing

DEPARTMENT: Purchasing **CLASSIFICATION:** Management **FLSA:** Exempt

WORK YEAR: Varies

BOARD APPROVAL: ~~**July 28, 2010**~~ **June 20, 2024** **SALARY:** **E-20** ~~**E-19**~~/Management Salary Schedule

(Former Classification: Purchasing Manager)

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of an assigned area; plan, organize and supervise the daily operation of the Purchasing Department to provide timely delivery of high quality services to meet the needs of the sites and departments; ensure District purchases are made in accordance with applicable laws, codes and policies; train, supervise, assign and evaluate the work of assigned staff **and contracting support for other services to ensure the financial viability of the District.**

REPRESENTATIVE DUTIES: (Persons employed in this position may perform any combination of the essential functions shown below (E). This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Plan, organize, and supervise the daily operation of the Purchasing Department to provide timely delivery of high quality learning materials and services to students, staff, sites and departments; ensure District purchases are made in accordance with applicable laws, codes and policies to assist in sustaining the financial viability of the District. ***E***

Receive and respond in a timely manner to questions related to contracts, services, orders, quotes and other related issues; provide technical information and assistance to contractors and District personnel. ***E***

Supervise and evaluate the performance of assigned staff and provide clear work direction and constructive feedback to improve staff effectiveness; and arrange for appropriate training of staff in support of professional learning. ***E***

Participate in the development of goals and objectives for assigned area(s) in support of educating students at a high level to achieve their personal best; make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance with in established guidelines. ***E***

Collaborate and communicate with leaders, district departments, school sites, outside agencies and other personnel to coordinate activities, resolve issues or concerns, exchange information and accomplish District stated goals; assist management and other school/department staff in contractual or requisition matters. ***E***

Prepare and analyze bids, contracts, requisitions and related documents to ensure accuracy of information for timely processing; prepare award recommendations and submit to the Board as appropriate. ***E***

Assist with public work construction bids including but not limited to bond measure projects, prioritization of work, meeting deadlines and complex processes. ***E***

Provide formal and informal training for assigned site administrative and support personnel including but not limited to District policies, procedures and District purchasing, electronic mail and related systems. *E*

Compose memos, letters or other materials independently or from rough draft; assist in the preparation of Board agenda items, public record requests, independent contract agreements, various audit requests and related materials. *E*

Train and provide clear work direction to other staff as assigned. *E*

Plan, organize and participate in the preparation, review and processing of purchasing-related contracts and documents to ensure the appropriate allocation of resources to sites and departments; prepare and maintain related records, reports and files. ***E***

Attend and chair committee meetings as appropriate. ***E***

Maintain current knowledge of changing and new legislation related to assigned activities. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree in business or related field and five years responsible purchasing experience, including four years in a buying capacity.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
District purchasing and/or Public Works Bidding policies and procedures.
Technical aspects of researching, comparing and purchasing supplies, materials and equipment. Writing skills to prepare clear concise specifications and reports.
Local vendors and sources of supply.
Interpersonal skills using tact, patience and courtesy.
Applicable Laws, codes, policies, procedures, rules and regulations related to assigned activities. Oral and written communication skills.
Labor Relations law and employee contracts.
Operation of a computer to enter data, maintain records and generate reports. District organization, operations, policies, objectives and goals.
Software programs related to current work and other programs including but not limited to Microsoft suite and the District procurement and Financial system.

ABILITY TO:
Plan, organize and supervise the daily operation of the Purchasing Department. Purchase a variety of equipment, materials, supplies and services.
Receive and analyze bids and recommend award.
Ensure District purchases are made in accordance with applicable laws, codes and policies. Prepare and write formal bid specifications.
Train, supervise and evaluate personnel.
Expedite delivery of items and reconcile discrepancies in quality and

quantity. Prepare, review, verify and process purchasing forms and documents.
Work independently with little direction and many interruptions.
Plan, prioritize and organize work to meet schedules and time lines.
Establish and maintain cooperative and effective working relationships with a diverse range of people. Communicate, understand and follow both orally and in written effectively.
Maintain current knowledge of new and changes in legislation. Work with local unions and the Department of Labor.
Analyze situations accurately and adopt an effective course of action. Demonstrate loyalty and high ethical standards.
Learn new or updated computer systems and programs to apply to current work. Focus and appropriately allocate resources toward identified goals.
Manage change and design an effective system of reporting progress and monitoring results.
Think outside the box and develop new methods or solutions inspiring others to reach a common goal
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes Apply integrity and trust in all situations.
Compare numbers and detect errors efficiently.
Complete work with many interruptions.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment; constant interruptions; drive a vehicle to conduct work; occasional contact with dissatisfied individuals.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, seeing to read and analyze various documents; sitting, walking and standing for extended periods of time; dexterity to operate a computer and other office equipment; hearing and speaking to exchange information; climbing ladders and working from heights; reaching overhead, above the shoulders and horizontally; bending at the waist.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the American with Disabilities Act as required by law.

E= Essential Function

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-9

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve the Development of the Clear Administrative Service Credential Program

ITEM DESCRIPTION: Included for Board consideration and approval is the Fresno Unified School District Clear Administrative Service Credential (CASC) Program.

In California, CASC is a two-tiered process to earn an administrative credential. The first tier, or the Preliminary Administrative Services Credential, sometimes called a PASC program is what most in our system refer to as our Leadership Cohort. The second tier is CASC, a two-year program for leaders to clear their credential.

The development of the CASC Program in Fresno Unified is intended to support administrative personnel to: meet Commission on Teacher Credential (CTC) requirements, develop and deepen expert noticing of instructional pedagogy for equity and provide growth-producing feedback, navigate organizational stability by recognizing school structures and systems critical for all students to achieve and thrive at high levels, expand and refine knowledge and skills to promote more effective teaching and learning through cognitive coaching, and engage in authentic leadership experiences through a systematic structure of support that helps them experience first-hand issues administrators face, refine their practice, and better understand their professional responsibilities.

Implementing a CASC program will allow candidates to receive professional learning that is aligned to the development of equity centered leaders that will serve and support our diverse communities.

The CASC Program constitutes a continuing initiative aimed at providing sustained support and assistance to administrative personnel. The program will accommodate up to 90 candidates within a two-year time frame to achieve the clearance of credentials.

FINANCIAL SUMMARY: Sufficient funds in the amount of $450,700 are available in the Leadership Development Budget.

PREPARED BY: Kimberly Villescaz, Ed.D.

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3713

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



INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her



Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-10

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

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

TITLE AND SUBJECT: Approve the Fall 2024 California Dashboard Local Indicators

ITEM DESCRIPTION: Included in the Board binders is the updated information regarding the Fall 2024 California Dashboard Local Indicators and associated local indicator mandates. These local indicators include:

- Basic Instructional Materials, Teachers, Facilities
- Implementation of Academic Standards
- Parent and Family Engagement
- Local Climate Survey
- Access to a Broad Course of Study

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

PREPARED BY: Zerina Hargrove, Ed.D.

DIVISION: Analysis, Measurement & Accountability
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Fresno Unified School District



California School Dashboard

Local Indicators, Annual Update

6/10/2024

State Accountability System



Priority Area	State Indicator	Local Indicator
1 – Basic Services		Basic Conditions at School
2 – Academic Standards		Implementation of State Academic Standards
3 – Parent Engagement		Annual Parent Survey and Local Rating System
4 – Student Achievement	Academic Indicator/ ELPI	
5 – Student Engagement	Chronic Absenteeism/ Graduation Rate	
6 – School Climate	Suspension Rate	Local Climate Survey
7 – Access to a Broad Course of Study		Local Rating System
8 – Outcomes in a Broad Course of Study	College/Career Indicator	

Local Performance Indicators

- ❑ Basic Services and Conditions at Schools (Priority 1)
- ❑ Implementation of State Academic Standards (Priority 2)
- ❑ Parent Engagement (Priority 3)
- ❑ Local Climate Survey (Priority 6)
- ❑ Access to A Broad Course of Study (Priority 7)



Local Performance Indicators Ratings

Priority Area	Local Indicator	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
1 – Basic Services	Basic Conditions at School	Met	Met	**Met**
2 – Academic Standards	Implementation of State Academic Standards	Met	Met	**Met**
3 – Parent Engagement	Annual Parent Survey and Local Rating System	Met	Met	**Met**
6 – School Climate	Local Climate Survey	Met	Met	**Met**
7 – Access to a Broad Course of Study	Local Rating System	Met	Met	**Met**

Priority 1, Basic Services and Conditions at School

Local Indicator	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Student Access to Instructional Materials	100%	100%	**100%**
Facilities Properly Maintained*	100%	100%	**99%**

*Score based on the State's Facility Inspection Tool (FIT), which is utilized to identify if a school facility is in "good repair" as defined by Ed Code 17002(d)(2). As part of the school accountability report card, districts are required to assess the safety, cleanliness, and adequacy of school facilities. "Good repair" means the facility is maintained in a manner that provides a clean, safe and functional environment. In 2023-24, one site (FHS) reported an overall rating of "Fair".

Local Indicator	2023-2024 Submission
Teacher Assignment Monitoring Outcome Data**	Provided from DataQuest Report for 2022-23

**Data available about appropriately assigned teachers at schools through Dataquest Teaching Assignment with School Data report, Teaching Assignment Monitoring Outcomes by Full-Time Equivalent (FTE). Report for 2022-23 has not been published as of 6/20/24, but it will be shared as soon as it is released.

Priority 2, Implementation of State Academic Standards

Districts have two options for providing a summary of their progress in this area:

- Provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools
- Complete a CDE approved reflection tool with the following rating scale (lowest to highest):
  - 1 – Exploration and Research Phase
  - 2 – Beginning Development
  - 3 – Initial Implementation
  - 4 – Full Implementation
  - 5 – Full Implementation and Sustainability

Priority 2, Implementation of State Academic Standards (Question 1)

Recently Adopted Academic and/or Curricular Frameworks

Rate progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks.

Content Area	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Common Core State Standards for ELA	Full Implementation	Full Implementation	**Full Implementation and Sustainability**
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	**Full Implementation**
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Next Generation Science Standards (NGSS)	Initial Implementation	Initial Implementation	**Initial Implementation**
History / Social Science	Initial Implementation	Full Implementation	**Initial Implementation**

Priority 2, Implementation of State Academic Standards (Question 2)

Recently Adopted Academic and/or Curricular Frameworks

Rate progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Content Area	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Common Core State Standards for ELA	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation and Sustainability**
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	**Full Implementation**
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation**
Next Generation Science Standards (NGSS)	Initial Implementation	Initial Implementation	**Initial Implementation**
History / Social Science	Initial Implementation	Full Implementation	**Full Implementation**

Priority 2, Implementation of State Academic Standards (Question 3)

Recently Adopted Academic and/or Curricular Frameworks

Rate progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instructions aligned to the recently adopted academic standards and/or curriculum frameworks.

Content Area	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Common Core State Standards for ELA	Full Implementation	Full Implementation	**Full Implementation and Sustainability**
ELD (Aligned to ELA Standards)	Full Implementation	Full Implementation	**Full Implementation**
Common Core State Standards for Math	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation**
Next Generation Science Standards (NGSS)	Initial Implementation	Initial Implementation	**Full Implementation**
History / Social Science	Initial Implementation	Initial Implementation	**Initial Implementation**

Priority 2, Implementation of State Academic Standards (Question 4)

Other Adopted Academic Frameworks

Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Content Area	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Career Technical Education	Full Implementation	Full Implementation	**Full Implementation**
Health Education Content Standards	Full Implementation	Full Implementation	**Full Implementation**
Physical Education Model Content Standards	Full Implementation	Full Implementation	**Full Implementation**
Visual Performing Arts	Initial Implementation	Initial Implementation	**Initial Implementation**
World Language	Beginning Development	Initial Implementation	**Initial Implementation**

Priority 2, Implementation of State Academic Standards (Question 5)

Support for Teachers and Administrators

Rate the district's success at engaging in the following activities with teachers and school administrators.

Activities	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Identifying professional learning needs of groups of teachers or staff as a whole	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Identifying professional learning needs of individual teachers	Full Implementation and Sustainability	Full Implementation and Sustainability	**Full Implementation and Sustainability**
Providing support for teachers on the standards they have not yet mastered	Full Implementation	Full Implementation	**Full Implementation**

Priority 3, Parent Engagement

Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Developing the capacity of staff	Full Implementation and Sustainability	Initial Implementation	**Full Implementation**
Creating welcoming environments	Full Implementation and Sustainability	Full Implementation	**Full Implementation**
Supporting staff to learn about each family	Full Implementation and Sustainability	Beginning Development	**Full Implementation**
Developing multiple opportunities for the LEA and school sites to engage in two-way communication	Full Implementation and Sustainability	Initial Development	**Full Implementation and Sustainability**

Priority 3, Parent Engagement (cont'd)

Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Providing professional learning and support to teachers and principals	Full Implementation	Initial Implementation	**Initial Implementation**
Providing families with information and resources	Full Implementation and Sustainability	Full Implementation	**Full Implementation and Sustainability**
Implementing policies or programs for teachers to meet with families and students	Full Implementation and Sustainability	Initial Implementation	**Initial Implementation**
Supporting families to understand and exercise their legal rights	Full Implementation and Sustainability	Initial Implementation	**Full Implementation and Sustainability**

Priority 3, Parent Engagement (cont'd)

Parent Engagement

Rate how the district addresses receiving parent input in decision-making and promoting parental participation in education programs for students.

Area Summary	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Building the capacity of and supporting principals and staff	Full Implementation and Sustainability	Full Implementation	**Full Implementation**
Building the capacity of and supporting family members	Full Implementation and Sustainability	Full Implementation	**Full Implementation and Sustainability**
Providing all families with opportunities to provide input	Full Implementation and Sustainability	Initial Implementation	**Full Implementation and Sustainability**
Providing opportunities to have families, teachers, principals, and district administrators work together	Full Implementation and Sustainability	Initial Implementation	**Full Implementation**

Priority 6, School Climate

Questions in this Domain Include:

- *I feel like I belong at my school.*
- *I have a voice and feel heard at my school.*
- *I have opportunities to be part of discussions and activities in my classroom.*
- *I have opportunities to be part of extra curricular activities at school (example: sports, clubs, music, etc.)*
- *There is an adult at my school who cares about me.*
- *Students at this school care about each other.*

Local Climate Survey – Student Engagement

To align with the strategic plan, the local climate survey was revised (2021-2022) with the development of domains which allow the analysis of data between measures as well as articulate change between administrations.

Survey Indicator	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Positive Ratings Within the Student Survey "Student Engagement" Domain	79.9%	77.6%	**79.2%**

Priority 6, School Climate

Questions in this Domain Include:

- *I feel safe at school.*
- *I know the school rules and what is expected of me.*
- *Adults at my school treat all students fairly.*
- *I have experienced the following forms of bullying and/or harassment, within the past thirty days: Physical, Verbal, or Virtual*
- *Within the past thirty days, I have been bullied or harassed because of: Appearance, Culture, Disability, Gender Identity, Race, Religion, Sexual Orientation, Other*

Local Climate Survey – School Environment

To align with the strategic plan, the local climate survey was revised (2021-2022) with the development of domains which allow the analysis of data between measures as well as articulate change between administrations.

Survey Indicator	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Positive Ratings Within the Student Survey "School Environment" Domain	73.2%	71.6%	**72.1%**

Priority 7, Access to a Broad Course of Study

Local Rating System

Indicator	2021-2022 Rating	2022-2023 Rating	2023-2024 Rating Submission
Percentage of students enrolled in grades 1-6 who have access to and are enrolled in a broad course of study	100%	100%	**100%**
Percentage of students enrolled in grades 7-12 who have access to and are enrolled in a broad course of study	100%	100%	**100%**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-11

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve the 2024/25 Special Education Local Plan Area Local Plan

ITEM DESCRIPTION: Included in the Board binders is the Fresno Unified proposed 2024/25 Special Education Local Plan Area (SELPA) Local Plan. The Local Plan is comprised of four sections: contracts and certifications, governance and administration, the annual budget plan, and the annual service plan. With the exception of the governance and administration section, the remaining three must be approved by the Board annually.

On June 11, 2024, a public hearing was held at Addicott Elementary School to review all sections of the Local Plan with members of the public. Public notice of the hearing was provided in the following ways:

- Public notice of the hearing was posted at each site in English, Spanish, and Hmong.
- Announcements in English, Spanish, and Hmong on the Special Education website.
- Written public notice in the Fresno Bee on May 29, 2024, and June 09, 2024.
- A recorded message to families of students with special education services through School Messenger on June 07, 2024, and June 10, 2024.

A Board approved proposed Local Plan must be submitted to the California Department of Education (CDE) by June 30, 2024. Once approved by the CDE, this will become the official 2024/25 Local Plan and is expected to serve approximately 11,000 students with special education services. The contracts and certifications, annual budget plan, and the annual service plan sections cover the time period of July 01, 2024, through June 30, 2025. The governance and administration section was updated this year and covers the time period July 01, 2024, through June 30, 2027.

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

PREPARED BY: Tangee Pinheiro, Ed.D.

DIVISION: Special Education Department
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Natasha Baker
Chief Academic Officer

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Revised June 18, 2024

Special Education Local Plan Area (SELPA) Local Plan

SELPA | Fresno Unified School District | Fiscal Year | 2024-25

LOCAL PLAN

Section A: Contacts and Certifications

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education

Special Education Division

Local Plan Annual Submission

Section A: Contacts and Certifications

SELPA | Fresno Unified School District | Fiscal Year | 2024-25

Contact Information and Certification Requirements

A1. Check the box or boxes that best represents the SELPA's Local Plan submission to the California Department of Education (CDE):

☐ *NEW* SELPA (for proposed multiple Local Educational Agency (LEA) SELPA, or COE joined SELPA only)

☒ Local Plan Section B: Governance and Administration

- Local Plan Section B
- Certifications 1, 3, 4 and 5 are required
- Attachment I is required. Note: Additional attachments may be required if the amendment affects the services or funding associated with the Local Plan

☒ Local Plan Section D: Annual Budget Plan

☐ Select if this Local Plan Section D submission was revised after June 30th due date

- Local Plan Section D
- Certifications 2, 3, 4 and 5 are required
- Attachments I-V are required
- If the submission is an amendment of special education revenues and/or expenditures previously reported to the CDE due to changes in services and programs provided by LEAs within the SELPA, then the SELPA must also submit an amendment for Local Plan Section E: Annual Service Plan, along with Attachment VI and VII.

☒ Local Plan Section E: Annual Service Plan

☐ Select if this Local Plan Section E submission was revised after June 30th due date

- Local Plan Section E
- Certifications 2, 3, 4 and 5 are required
- Attachments I and VI are required
- If the submission is an amendment of programs and services previously reported to the CDE that affect the allocation of special education funds to LEAs within the SELPA, then the SELPA must also submit an amendment for Local Plan Section D: Annual Budget Plan, along with Attachments II-V and VII.

☐ Local Educational Agency Membership Changes

Section A: Contacts and Certifications

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

A2. SELPA Identification

Enter the 4-digit SELPA code issued by the CDE. SELPA codes can be found on the CDE website located at http://www.cde.ca.gov/sp/se/as/caselpas.asp.

SELPA: 1011

A3. SELPA Administrator Contact Information

Enter address information for the SELPA. Include current SELPA administrator contact information. NOTE: SELPA administrator position changes do not require amendments to the Local Plan. However, in such cases the new SELPA administrator assumes the responsibility for the contents and implementation of the last approved Local Plan filed with the CDE.

SELPA Name	Fresno Unified School District		
Street Address	890 S. 10th St.	Zip Code	93702
City	Fresno	County	Fresno
Mailing Address	890 S. 10th St.		
City	Fresno	Zip Code	93702
Administrator First Name	Tangee	Administrator Last Name	Pinheiro
Administrator Title	Instructional Superintendent		
Administrator's Email	tangee.pinheiro@fresnounified.org		
Telephone	(559) 457-3220	Extension	

A4. Administrative Entity (Responsible Local Agency or Person (as applicable) Contact Information

Enter information for the current administrative entity. This is the responsible local agency or, an administrative unit for a multiple LEA SELPA or COE joined SELPA; or an identified responsible person for a single LEA SELPA. In either case, the administrative entity identified is responsible for the implementation and/or fiscal administration of the Local Plan.

Administrative Entity Name	Fresno Unified School District		
Street Address	2309 Tulare Street	Zip Code	93721

Section A: Contacts and Certifications

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

City	Fresno	County	Fresno
Contact First Name	Mao Misty	Last Name	Her
Contact Title	Interim Superintendent		
Email	misty.her@fresnounified.org		
Telephone	(559) 457-3000	Extension	

Special Education Local Plan Area Review Requirements

Community Advisory Committee

A5. Pursuant to California *Education Code* (*EC*) sections 56194(a) and (b); and 56205(a)(12)(E) and (b)(7), the SELPA must involve the Community Advisory Committee (CAC) at regular intervals during the development and review of each Local Plan section. The SELPA collaborated with the CAC throughout the development, amendment, and review of all Local Plan sections included with this submission?

☑ Yes ☐ No ☐ N/A (Section D and/or Section E submissions)

A6. Pursuant to *EC* Section 56207(b)(7), the Local Plan section(s): Section B: Governance and Administration: Annual Service Plan must be provided to the CAC for final review 30 days prior to the plan being submitted the CDE.

The Local Plan was submitted to the CAC on: May 15, 2024

☐ N/A (Section D and/or Section E submissions)

County Office of Education

A7. Pursuant to *EC* sections 56140, 56195.1(c), and 56205, within 45 days, the COE, or COEs (as applicable) must approve or disapprove any proposed Local Plan, including any amendment submitted by a SELPA within the county or counties. Enter the COE or COEs responsible for, coordinating special education services within a county, reviewing, and approving the Local Plan.

Select the "Add COE" button to add additional COEs as needed. Users my select the "checkbox" next to the COE entry and the "Delete COE" to remove entries as necessary.

Section A: Contacts and Certifications

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

☑ COE responsible for approving the Local Plan

Fresno County Superintendent of Schools

Local Plan section(s) was/were provided to the COE(s) listed for approval on: May 17, 2024

Add COE | Delete COE

Public Hearing Requirements

Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plans

Public Hearing notices must be posted at each school site informing the public of the SELPA Public Hearing for the adoption of Local Plan Section D: Annual Budget Plan, and/or Local Plan Section E: Annual Service Plan at least 15 days before the hearing. Evidence of the posting should be maintained and made available to the CDE upon request.

A8. Local Plan Section D: Annual Budget Plan Public Hearing

Most Recent School Site Posting Date: May 21, 2024

SELPA Public Hearing Date: Jun 11, 2024

A9. Local Plan Section E: Annual Service Plan Public Hearing

Most Recent School Site Posting Date: May 21, 2024

SELPA Public Hearing Date: Jun 11, 2024

Submitting the Local Plan to the California Department of Education

STEP 1: Contacts and Certifications

Section A is required when submitting any and all Local Plan sections to the CDE for approval. Certifications and applicable attachments associated with the type of submission identified in item A1 above must be included with each submission.

STEP 2: SELPA Governance Structure

A10. For the purposes of special education, the governing board of a district/charter LEA must elect to participate in a SELPA. The SELPA's governance structure is defined by this election. The SELPA meets requirements and has elected the following governance structure for the Local Plan. Select one of the following three choices:

Section A: Contacts and Certifications

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

- [x] Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or
- [ ] Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or
- [ ] COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).

STEP 3: Prior Submissions

A11. Enter the fiscal year of the previously submitted Local Plan section:

Section B: Governance and Administration	2021-22
Section D: Annual Budget Plan	2023-24
Section E: Annual Service Plan	2023-24

STEP 4: Local Plan Collaboration

A12. Many representatives of the community are involved in the development of all sections of a Local Plan. In this table, report the participation of key stakeholders required to participate in regular meetings by *EC* sections 56001(f) and 56192 including administrators, general education teachers, special education teachers, members of the CAC, parents selected by the CAC, or other persons concerned with individuals with exceptional needs. Include the agency, first and last name, the title of each participant who was involved in the collaboration in the development of the Local Plan sections, and the section worked on. Select the "Add" button to insert a new row and the "-" button to delete the corresponding row.

Add	Agency	First and Last Name	Title	Section
-	CAC	Ana Carrillo	Parent	Multiple
-	CAC	Claudia Ruiz-Alvarez	Parent	Multiple
-	Fresno Unified School District	David Byers	Teacher-Gen. Ed.	Multiple
-	Fresno Unified School District	Ebony Hailey	Administrator-Spec. Ed.	All
-	CAC	Eileen Jane Giron	Parent	Multiple

Section A: Contacts and Certifications

SELPA | Fresno Unified School District | Fiscal Year | 2024-25

Add	Agency	First and Last Name	Title	Section
-	CAC	Gloria J. Herrera	Parent	Multiple
-	Fresno Unified School District	Gretchen Saldana	Administrator-Gen. Ed.	All
-	CAC	Jacqueline Huerta	Parent	Multiple
-	CAC	Julie Wong	CAC	All
-	Fresno Unified School District	Katie Divacarro	Other	Section E
-	Fresno Unified School District	Laurie Henkel	Administrator-Spec. Ed.	All
-	CAC	Maricruz Flores M.	Parent	Multiple
-	Fresno Unified School District	Mel Council	Administrator-Spec. Ed.	All
-	Fresno Unified School District	Michael Fletcher	Administrator-Spec. Ed.	All
-	CAC	Monica Sauceda	Teacher-Spec. Ed.	Multiple
-	Fresno Unified School District	Nichole Morales	Other	Section D
-	CAC	Patricia Camarillo	Other	Multiple
-	Fresno Unified School District	Patrick Morrison	Administrator-Spec. Ed.	All
-	CAC	Patrick Sauceda	Teacher-Spec. Ed.	Multiple
-	Fresno Unified School District	Shertao Vang	Other	All
-	Fresno Unified School District	Tangee Pinheiro	Administrator-Spec. Ed.	All

STEP 5: Certifications

A13. Select the check box below to indicate which of the five certifications are being submitted. Include the total number of each type of certification being submitted.

- ☑ Certification 1: SELPA Local Plan Section B: Governance and Administration
- ☑ Certification 2: SELPA Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plan

- [x] Certification 3: COE (Required for all SELPA Local Plan Sections B, D, and E)

  Number Submitted 1

- [x] Certification 4: CAC (Required for all SELPA Local Plan Sections B)

- [x] Certification 5: LEA (Required for all SELPA Local Plan Sections B, D, and E)

  Number Submitted 1

STEP 6: Electronic Signatures

A14. All applicable certifications must be electronically signed and included with the Local Plan.

STEP 7: Final Check

- All certifications submitted to the CDE must be electronically signed.
- Local Plan must be submitted to the CDE using the SELPA's assigned Box.com web address.
- In order to facilitate the timely processing, approval, and distribution of SELPA funding, please submit the Local Plan in the original, CDE-approved format. All templates are coded for the CDE's record keeping purposes.
- Handwritten, scanned, or modified templates remove the coding from the fields and impede the CDE's processing of the Local Plan. In such cases, SELPAs may be required to resubmit handwritten, scanned, or modified Local Plans that are not saved in the original 2022–23 CDE Local Plan Submission template provided, resulting in a delay in approval and funding.

Section A: Contacts and Certifications

SELPA | Fresno Unified School District | Fiscal Year | 2024-25

Certification 1
Local Plan Section B: Governance and Administration

IMPORTANT: Certification 1 is required when the information being submitted to the CDE is related to Local Plan Section B: Governance and Administration.

I certify the attached Governance and Administration Local Plan section has been adopted by all LEA members listed in Attachment I and is the basis for the operation and administration of special education programs. I further assure the agency(ies) represented herein will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the Individuals with Disabilities Education Act (IDEA), Title 20 of *United States Code* (*USC*) 1400 et seq., implementing regulations under; the Federal Rehabilitation Act of 1973, 29 *USC,* Chapter 16 as applicable; the Federal Americans with Disabilities Act of 1990, 42 *USC,* 12101 et seq.; *Code of Federal Regulations,* Title 34, Parts 300 and 303; *EC* Part 30; and the *California Code of Regulations,* Title 5, Chapter 3, Division 1.

C1-1. I certify the SELPA governance and administrative structure as a:

☑ Single LEA SELPA ☐ Multiple LEA SELPA ☐ COE Joined SELPA

C1-2. The SELPA collaborated with the CAC throughout the development, amendment, and review of all Local Plan sections included with this submission?

☑ Yes ☐ No (If the answer is "NO," please include comments.)

C1-3. The SELPA reviewed and considered comments provided by the CAC regarding this Local Plan submission.

☑ Yes ☐ No (If the answer is "NO," please include comments.)

C1-4. Specific web address where the SELPA Local Plan, including all sections, is posted.

https://sped.fresnounified.org/pulbic-notices/

Fresno Unified School District

Administrative Entity*

Date

Mao Misty Her

SELPA Governance Council or Responsible Individual

May 22, 2024

Date

Section A: Contacts and Certifications

SELPA | Fresno Unified School District | Fiscal Year | 2024-25

Tangee Pinheiro | **May 21, 2024**

SELPA Administrator | Date

*If the Local Plan represents a single LEA SELPA, then the responsible individual identified in item A4 of Section A must sign here. If the Local Plan represents a multiple LEA SELPA, or a COE joined SELPA, then the administrative entity's designee identified in item A4 of Section A must electronically sign here.

Section A: Contacts and Certifications

SELPA | Fresno Unified School District | Fiscal Year | 2024-25

Certification 2
Local Plan Section D: Annual Budget Plan and Section E: Annual Service Plan

IMPORTANT: Certification 2 is required when the information being submitted to the CDE is related to Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan.

I certify the attached Local Plan Section Section D: Annual Budget Plan and/or Section E: Annual Service Plan was/were adopted at a SELPA public hearing(s) and is/are the basis for the operation and administration of special education programs specified herein. I further assure the LEAs identified in Attachment I will meet all applicable requirements of state and federal laws, regulations, and state policies and procedures, including compliance with the *I*ndividuals with Disabilities Education Act (IDEA), Title 20 of *United States Code* (*USC*) 1400 et seq., implementing regulations under; the Federal Rehabilitation Act of 1973, 29 *USC,* Chapter 16 as applicable; the Federal Americans with Disabilities Act of 1990, 42 *USC,* 12101 et seq.; *Code of Federal Regulations,* Title 34, Parts 300 and 303; *EC* Part 30; and the *California Code of Regulations,* Title 5, Chapter 3, Division 1.

C2-1. I certify the SELPA governance and administrative structure as a:

☑ Single LEA SELPA ☐ Multiple LEA SELPA ☐ COE Joined SELPA

☐ Yes ☐ No (If the answer is "NO," please include comments.)

☐ Yes ☐ No (If the answer is "NO," please include comments.)

C2-4. Specific web address where the SELPA Local Plan, including all sections, is posted.

https://sped.fresnounified.org/pulbic-notices/

Fresno Unified School District	
Administrative Entity*	Date
Misty Her	**May 22, 2024**
SELPA Governance Council or Responsible Individual	Date
Tangee Pinheiro	**May 21, 2024**
SELPA Administrator	Date

Section A: Contacts and Certifications

SELPA | Fresno Unified School District | Fiscal Year | 2024-25

*If the Local Plan represents a single LEA SELPA, then the responsible individual identified in item A4 of Section A must sign here. If the Local Plan represents a multiple LEA SELPA, or a COE joined SELPA, then the administrative entity's designee identified in item A4 of Section A must electronically sign here.

Special Education Local Plan Area (SELPA) Local Plan Certification 3

SELPA Fresno Unified School District **Fiscal Year** 2024-25

Certification 3: County Office of Education

IMPORTANT: Certification 3 is required when the information being submitted to the California Department of Education (CDE) is related to Local Plan Section B: Governance and Administration, Section D: Annual Budget Plan, and/or Section E: Annual Service Plan.

I certify the attached Local Plan section(s) as submitted with this certification are approved by the county office of education (COE). I further assure the Local Plan section(s) being submitted meet(s) all applicable requirements of state and federal laws; policies and procedures including compliance with the Individuals with Disabilities Education Act (IDEA); and is/are included in a coordinated system of all Local Plans (as applicable) to ensure all students with disabilities residing within the county, including those enrolled in alternative education programs, including, but not limited to, alternative schools, charter schools, opportunity schools and classes, community day schools operated by districts, community schools operated by the COE, and juvenile court schools, will have access to appropriate special education programs and related services.

Cert 3-1. All LEAs within the county have elected to participate in this SELPA Local Plan.

☐ *Yes* ☒ No

Cert 3-2. The SELPA Local Plan section(s) as specified herein was approved by the COE pursuant to *EC* Section 56140(b).

☒ Yes ☐ No

If "Yes," the COE must enter comments and recommendations here:

Cert 3-3. Special Education Local Plan Area Governance Structure

The COE certifies the SELPA is a:

☒ Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or

☐ Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or

☐ COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).

Special Education Local Plan Area (SELPA) Local Plan Certification 3

SELPA Fresno Unified School District **Fiscal Year** 2024-25

Cert 3-4. The COE ensures the SELPA submitting the Local Plan meets one of the following conditions:

Single-LEA SELPA

The COE ensures the Single LEA SELPA has established a written procedure for the ongoing review of programs conducted, and procedures utilized under the Local Plan, and a mechanism for correcting any identified problem related to the regionalized service to local programs, including, but limited to, all of the services identified in California *Education Code* (*EC*) 56195.7(c). *EC* sections 56027, 56195, 56195.7(c) and (j)(1), and 56205; *OR*

Multiple LEA SELPA or COE joined SELPA

The COE ensures the Multiple LEA SELPA or COE joined SELPA has a written agreement entered into by entities participating in the Local Plan that includes a provision for ongoing review of programs conducted, and procedures utilized, under the Local Plan, and a mechanism for correcting any identified problem. *EC* 56195.1 and 56195.7

☑ Yes ☐ No

Cert 3-5. The county superintendent ensures the Local Plan, including amendments, is posted on the COE web site, or includes a link to the Local Plan.

☑ Yes ☐ No

Web address where the SELPA Local Plan, including all sections, is posted.

https://fcoe.org

Authorized Signature

Dr. Michele Cantwell-Copher

COE Superintendent

May 31, 2024

Date

Special Education Local Plan Area (SELPA) Local Plan Certification 4

SELPA Fresno Unified School District **Fiscal Year** 2024-25

Certification 4: Community Advisory Committee

IMPORTANT: Certification 4 is required when the information being submitted to the California Department of Education (CDE) is related to Local Plan Section B: Governance and Administration, Section D: Annual Budget Plan and Section E: Annual Service Plan.

Cert 4-1. Community Advisory Committee Participation

The Community Advisory Committee (CAC), advised the SELPA during the development, amendment, and review of the Local Plan. The process involved a schedule of regular consultations regarding policy and budget development. California *Education Code* sections 56194 and 56205(a)(12)(E).

☑ Yes ☐ No (If the answer is "NO," please include comments.)

☐ N/A (Section D and/or Section E submissions)

Cert 4-2. Community Advisory Committee Review Timeline

The CAC had at least 30 days to conduct a review of the completed Local Plan. This review was done prior to Local Plan being submitted to the COE and CDE.

☑ Yes ☐ No (If the answer is "NO," please include comments.)

☐ N/A (Section D and/or Section E submissions)

Cert 4-3. Community Advisory Committee Comments

The CAC provided written comments to the SELPA regarding this Local Plan submission.

☑ Yes ☐ No (If the answer is "NO," please include comments.)

☐ N/A (Section D and/or Section E submissions)

I certify the information presented herein is an accurate representation of the CAC's involvement in the development and/or amendment of the Local Plan.

Authorized Signature

Julie Wong

CAC Chairperson

May 24, 2024

Date

Special Education Local Plan Area (SELPA) Local Plan Certification 5

SELPA Fresno Unified School District **Fiscal Year** 2024-25

Certification 5: Local Educational Agency

IMPORTANT: Certification 5 is required when the information being submitted to the California Department of Education (CDE) by each participating agency's superintendent (for a district and county office of education (COE) local educational agency (LEA)), or by each chief administrator (for a charter LEA) is related to Local Plan Section B: Governance and Administration, Section D: Annual Budget Plan, and/or Section E: Annual Service Plan.

LEA Fresno Unified School District

Cert 5-1. Special Education Local Plan Area Governance Structure

The LEA certifies the SELPA Local Plan is the basis for the operation and administration of special education programs. The LEA will meet all applicable requirements of special education state and federal laws and regulations, and state policies and procedures. Be it further resolved, the LEA must administer the local implementation of policies, procedures, and practices in accordance with special education state and federal laws, rules, and regulations. The superintendent or chief administrator certifies the LEA is participating in a:

- [x] Single LEA SELPA: This selection includes only one district LEA (this selection does not include a COE); or
- [ ] Multiple LEA SELPA: This selection includes one district or charter LEA together with one or more additional district or charter LEA(s), or a combination thereof (this selection does not include a COE); or
- [ ] COE Joined SELPA: A district (or charter) LEA(s) joined with a COE(s) to form a SELPA (this selection includes one or more district or charter LEA(s) *AND* one or more COEs).

Cert 5-2. Local Educational Agency Local Plan Web Posting

The LEA superintendent (for a district or COE LEA) or chief administrator (for a charter LEA) ensures the current Local Plan, Section B: Governance and Administration, Section D: Annual Budget Plan, and Section E: Annual Service Plan, including updates or revisions to Sections B, D, E, and/or Attachments, is posted on the LEA web site, is on file at each LEA, and is available to any interested party.

Web address where the SELPA Local Plan, including all sections, is posted.

https://sped.fresnounified.org/public-notices/

Local Plan Submission

Special Education Local Plan Area (SELPA) Local Plan Certification 5

SELPA Fresno Unified School District **Fiscal Year** 2024-25

Cert 5-3. Submission Certification Requirements for LEAs

Certification 5 must be signed by the LEA superintendent (district LEAs) or chief administrator (charter LEAs).

1. All district and charter LEAs must sign a Certification 5 if the Local Plan submission is for an annual amendment (due June 30) for Sections D: Annual Budget Plan, or Section E: Annual Services Plan.
2. If the submission is an amendment to Local Plan Section D: Annual Budget Plan and/or Section E: Annual Service Plan submitted during the current fiscal year, then only the newly affected LEAs are required to submit Certification 5 with the amendment(s).
3. If the submission is an amendment to Local Plan Section B: Governance and Administration, then all SELPA member LEAs must submit a newly signed Certification 5.

Authorized Signature

Mao Misty Her

LEA Superintendent/Chief Administrator

May 22, 2024

Date

Special Education Local Plan Area (SELPA) Local Plan

SELPA Fresno Unified School District **Fiscal Year** 2024-25

LOCAL PLAN

Section B: Governance and Administration

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education

Special Education Division

CDE Form Version June 2022

SELPA | Fresno Unified School District | Fiscal Year | 2024-25

B. Governance and Administration

California *Education Code* (*EC*) sections 56195 et seq. and 56205

Participating Local Educational Agencies

Participating local educational agencies (LEAs) included in the Special Education Local Plan Area (SELPA) local plan must be identified in Attachment I.

Special Education Local Plan Area—Local Plan Requirements

1. Describe the geographic service area covered by the local plan: [*EC 56195.1(d); EC 56195.1(a)(1); EC 56211; EC 56212*]

The Fresno Unified School District (FUSD), founded in 1873, is a single-district special education local plan area (SELPA) that serves a 77-square mile area which covers the city of Fresno. FUSD is the third largest school district in the State with approximately 72,000 students in attendance that include close to 11,000 students with disabilities from birth to 21 years old that qualify for those services under the IDEA (Ed. Code 56195.1(a)).

FUSD supports 66 Elementary Schools, 15 Middle Schools, 3 K-8 Schools, and 17 High Schools.

The district also supports 4 Alternative Education Sites, 4 Specialty Schools, and 3 Charter Schools; those schools are uniquely designed to provide an opportunity for students to become fully immersed in an enhanced specially designed course of study.

2. Describe the SELPA regional governance and administrative structure of the local plan. Clearly define the roles and structure of a multi-LEA governing body, or single LEA administration as applicable: [EC 56195.1(b)(1)-(3)(c); EC 56205(a)(12)]

The district's governing Board of Education provides a free and appropriate public education to all individuals with special education services on any education plan, birth through 22 years. Students who reside in the district have plans that provide progress toward college readiness, meaningful employment and practical life skills. To meet the needs of individuals with disabilities and employ staff with expertise for this purpose, the district shall serve as a special education local plan area (SELPA).

The District Superintendent or designee shall develop a Local Plan for the education of all individuals with disabilities residing in the district. The plan shall be reviewed by the Community Advisory Committee (CAC) and approved by the district's Superintendent. The FUSD SELPA shall administer a Local Plan and the allocation of funds.

Responsibilities of the Local Governing Body:

The SELPA is governed by the Board of Education of the Fresno Unified School District. The Board is

responsible for the special education programs operated within its jurisdiction. The Fresno Unified School District Board of Education shall:

-Exercise authority over, assume responsibility for, and be fiscally accountable for special education programs operated by the SELPA.

-Review the final draft and subsequent revisions of Section B: Governance and Administration for signature by the district's Superintendent.

-By approving the Local Plan, as applicable, enter into an agreement with other agencies participating in the Local Plan, for the purpose of delivery of regional services and programs. - Participate in the governance of the SELPA through its designated representative, the Executive Director of Special Education.

-Approve all policies related to special education necessary to implement Education Code (EC) Part 30, Sections 56000 through 56885, special education programs, et al., and EC selection provisions not included in Part 30 and governing specific areas of special education.

Responsibilities of Local Education Agency (LEA) Administrators:

District's Superintendent

The district's Superintendent shall be responsible for special education programs operated by the SELPA and for implementing all requirements of the Local Plan. The Superintendent or designee (e.g., Instructional Superintendent, Special Education) shall ensure the district's compliance with federal and state laws and regulations, as they pertain to individuals with special education services and the provision of due process.

Instructional Superintendent, Special Education

-Accountable for improving student achievement of students with disabilities. Develop and lead a service-oriented department to support schools, school site leaders, and instructional staff; - Collaborate with the Instructional Superintendents of Schools, including but not limited to College and Career Readiness, to develop and integrate comprehensive and effective educational and transitional services to provide students access to high quality learning options to stay in school on target to graduate.

-Work in partnership with Executive Director of Special Education to establish and maintain a strong and collaborative relationship with the Community Advisory Committee (CAC) by continuing to improve communication and collaboration between parents and staff while planning short- and long-term goals.

-Oversee the district's special education program with advisement of the CAC and related agencies departments, e.g., Parent University, English Learners, African American Academic Acceleration (A4) with specialists in the field providing instruction.

-Provide leadership and direction to the Executive Director to ensure timely delivery of high-quality services to students, families and the staff.

- Work interactively with all district's stakeholders to accomplish stated district goals as follows:

1. Improve academic performance at challenging levels.

2. Expand student-centered and real-world experiences.
3. Increase student engagement in their school and community.
4. Increase recruitment and retention of staff reflecting the diversity and values of the community.
5. Increase inclusive opportunities for our families to engage in the educational journey of their students.

-Plan, organize, control, direct and evaluate a variety of programs, projects and activities related to Special Education for the district to meet the needs of sites in support of student achievement.

- Provide technical expertise regarding assigned functions.

-Formulate and develop effective policies and procedures to accomplished stated goals; develop and evaluate programs for students with Special Education services to ensure the effectiveness of the services provided.

-Develop, plan and implement strategic long and short-term plans and activities.

-Provide leadership to the goal-setting process to expand practices proven to raise student achievement.

-Direct the preparation and maintenance of a variety of narrative and statistical reports, records and files; provide for appropriate research and compile reports for State and Federal agencies.

-Communicate with other department administrators, district personnel and program personnel to coordinate activities and programs, resolve issues and conflicts and exchange information; ensure proper implementation and clear communication of program activities with the instructional area personnel.

-Monitor district-wide 504 services and implementation and protection of student rights.

-Supervise and evaluate the performance of assigned personnel on a regular basis and provide clear, constructive feedback to improve staff effectiveness.

-Interview and select highly qualified employees and recommend transfers, reassignment, termination and disciplinary actions.

-Plan, coordinate and arrange for appropriate training of staff in support of professional learning.

- Collaborate with a variety of community entities.

- Represent the district in collaborative partnerships/task forces with the City, County, human service agencies, institutions of higher education, business/industry, judicial and law enforcement agencies as assigned by the Superintendent or designee.

-Develop, prepare and submit for approval the annual budget for Special Education Services.

-Analyze and review budgetary and financial data to ensure data accuracy; monitor and authorize expenditures in accordance with established guidelines to ensure the financial stability of the district.

-Review current applicable legislation and include the number of the bill, status in the legislative process and possible program and/or fiscal impact; ensure compliance with various laws and regulations.

-Create district awareness of the political arena surrounding Special Education Services in support of improving learning and teaching in classrooms to eliminate the achievement gap.

-Be accountable and hold administrators, teachers, and students accountable for increasing student achievement.

-Value risk taking and innovation in support of performance improvements throughout the district.

-Represent the district on behalf of the Superintendent and Board of Education with district's staff, families, and students and when appropriate, with local, state and national levels.

-Collaborate with district and site leaders on a regular basis to identify best practices and ensure effective academic program implementation to meet the needs of students, families and staff.

-Perform related duties as assigned by Superintendent or designee.

Executive Director, Special Education

-Accountable for improving student achievement for Special Education Students.

-Plan, organize, control, and direct the special education and school psychological services of the district to provide timely delivery of high-quality services to students with disabilities, staff, sites and departments.

-Assist in establishing and implementing organizational policies and procedures for department operations to provide timely delivery of high-quality services; monitor effectiveness of policies and procedures and make revisions or recommendations for improvement as appropriate.

-Work collaboratively with the Administrator for Curriculum, Instructions and Professional Development and Instructional Superintendents to co-develop and coordinate the training of principals and teachers on how to modify curriculum and develop the most effective learning environment for each student based on unique learning needs.

-Work with the Instructional Superintendent to establish and maintain a strong relationship with the CAC by continuing to enhance information sharing with parents, guardians, and other stakeholders about special education services provided by the district.

-Collaborate with appropriate departments for facilities and transportation planning.

-Represent the district in special education legal proceedings; investigate complaints, and report findings

and recommendations as appropriate.

-Coordinate all audits related to departmental or program operation and services; explain procedures to auditors and serve as reference for questions.

-Planning and implementation of extended school year programs as indicated on students' Individualized Education Programs (IEPs); hire staff, arrange locations, and transportation services, and perform related activities to set up the program.

-Collaborate with departments in performing student services activities for students with special education services including: attendance, transfers, suspension and expulsion procedures, and other related areas.

-Provide technical administrative support to departmental management, committees, or other personnel as assigned; formulate and develop effective policies and procedures to accomplish stated goals.

-Develop, plan, and implement strategic long and short-term plans and activities; perform program analysis, compile information and make decisions regarding the needs, objectives and programs of assigned areas.

-Direct the preparation and maintenance of a variety of narrative and statistical reports, records, and files; prepare a variety of correspondences and other documents.

-Communicate and collaborate with other administrators, district personnel and contractors to coordinate activities, resolve issues or concerns and exchange information.

-Oversee training of certificated and classified staff in the use of Medi-Cal billing; monitor and coordinate billing procedures and practices to comply with Local Educational Agency (LEA) guidelines for audit purposes.

-Direct teachers, designated instruction service providers, Regional Instructional Managers (RIMs), outside agencies, and others as identified or required regarding the procedures and guidelines of the Local Plan.

-Research and disseminate information regarding new and existing legislation pertaining to special education laws, regulations and funding.

-Make presentations to the Board of Education regarding plans, projects, needs and other information to ensure appropriate communication.

-Edit and maintain the Local Plan for Fresno Unified School District Special Education Local Plan Area (SELPA).

-Supervise, provide clear work direction and evaluate the performance of assigned personnel; provide clear, constructive feedback to improve staff effectiveness; interview and select highly qualified employees; recommend performance improvement plan, transfer, reassignment, termination, and disciplinary actions; plan, coordinate, and arrange for appropriate training of all special education staff; initiate requisitions for positions funded by special education.

-Develop and prepare the annual budget for the department; analyze and review budgetary and financial data to ensure data accuracy and viability of the district; explain needs and provide justification for items;

monitor and authorize expenditures and budget variances in accordance with established guidelines.

-Perform related duties as assigned.

Manager III, Special Education Programs and Services

-Plan, organize, manage, and direct the special education services and programs of the district to provide timely delivery of high-quality services to students, families, sites and the community in support of students learning at grade level and beyond; accountable for improving student achievement for students with special education services.

-Supervise and evaluate the performance of assigned staff on a regular basis and provide clear, constructive feedback to improve staff effectiveness.

- Coordinate interview processes with other team members, ensure appropriate panel selection for hiring processes, and select highly qualified employees and recommend transfers, reassignment, termination and disciplinary actions; plan, coordinate and arrange for appropriate training of staff in support of professional learning; oversee and provide leadership to Regional Instruction Managers.

- Collaborate and work with the Curriculum, Instruction and Professional Learning to develop effective instructional programs to meet the unique needs of individual students in support of students staying in school on target to graduate.

- Co-develop and coordinate the training of principals and teachers on how to modify curriculum, delivery of accommodations- and develop the most effective learning environment for each student based on unique learning needs.

- Collaborate and communicate with leaders, district departments, school sites, intra-district and county committees, outside districts and agencies and other personnel to coordinate activities and services, resolve issues or concerns, exchange information and accomplish district stated goals.

- Provide leadership, technical expertise, and serve as a resource to the district, community and other committees including staff development regarding assigned functions; compile information, formulate and develop policies, procedures, needs and objectives; provide training on legal compliance.

- Collect, prepare, analyze and maintain a variety of narrative and statistical reports and data relative to program area; make timely recommendations for programmatic changes to provide students a variety of educational opportunities to earn at grade level and beyond; submit reports to the district and state departments as required.

-Ensure compliance of applicable federal, state, and local laws, rules and regulations.

- Represent the district in special education legal proceedings; investigate complaints, and report findings and recommendations as appropriate.

-Supervise and coordinate school programs for students with special education services.

- Collaborate with Human Resources, facilities and Transportation to arrange locations, transportation services, and perform related activities to set up programs.

- Participate in the development of goals and objectives for assigned areas in support of educating students at a high level to achieve their personal best; make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance

within established guidelines.

- Assist the Instructional Superintendent of Special Education, or designee, in the development and preparation of the annual budget for assigned activities to ensure proper allocation of resources to meet the needs of students, staff and sites; monitor and authorize expenditures in accordance with established guidelines to ensure the financial stability of the district; initiate requisitions for positions funded by special education.

- Perform related duties as assigned.

Regional Instruction Managers (RIMs)

Accountable for improving student achievement for all students with special education services; plan, organize and coordinate the development and enhancement of assigned special education activities and functions to expand practices proven to raise student achievement.

- Meet with district leaders, principals, families, teachers, other agencies and other personnel or groups to coordinate school improvement efforts; resolve issues and conflicts, share resources and ensure consistent implementation of effective practices district-wide; evaluate and enhance programs to align to district standards to improve student learning.

- Participate in the development of goals and objectives for assigned programs in support of educating students at a high level to achieve their personal best; make recommendations for changes and improvements; implement approved changes and monitor work activities to ensure compliance with applicable federal, State, and local laws, rules and regulations.

- Collect and prepare school improvement and achievement data and reports; work with site leadership to interpret and analyze data relative to program area; make timely recommendations for programmatic changes to provide students a variety of educational opportunities to learn at grade level and beyond; submit reports to the district and state departments as required.

- Monitor classroom instruction as required for school improvement with site administrators. Coordinate, prepare and conduct training for families of students with special education services and site staff to ensure understanding of programs provided; provide information, educate and advise school site staff on trends and legal issues; plan programs and coordinate curricular resources and staff development in support of professional earning; develop innovation of special methods and approaches to educate students at a high level; organize and conduct meetings; serve on intra-district and State committees.

-Provide assistance with curriculum and behavior management; consult with and advise teachers, psychologists, and administrators regarding problem-solving techniques and other related concerns.

-Supervise and evaluate the performance of assigned staff on a regular basis and provide constructive feedback to improve staff effectiveness; provide training and development of employees in support of professional learning.

-Participate in IEP meetings and pre-expulsion hearings; schedule, review and discuss student progress; oversee differential assessment procedures.

-Coordinate and develop curriculum, testing procedures and class lists; ensure student enrollment in appropriate special education programs and services to assist students to stay in school on target to graduate.

-Facilitate visits and explain programs and inclusion to the families of students with special education services; provide liaison services between general and special education programs. - Perform related duties as assigned.

Analyst II, Business Operations

The Analyst II will complete the following in support of the Local Plan:

-Prepare and oversee the budgets of assigned department or programs to ensure financial viability.

-Manage and oversee the ordering of equipment, materials and supplies for assigned areas.

-Identify, design, coordinate, plan and conduct staff training activities for assigned area. - Collaborate with district leadership, principals and other district staff on issues and problems related to assigned area, and assist with coordinating policies and procedures designed to promote and maintain collaborative relationships and understanding between the district, schools, families, and community.

3. Describe the SELPA's regional policy making process. Clearly define the roles of a multi-LEA governing body, or single LEA administration as applicable related to the policy making process for coordinating and implementing the local plan: [EC 56195.7(i)(j)(1)(2)]

-Pursuant to Education Code (EC) 56195, Fresno Unified School District (FUSD) meets size and scope requirements to operate as a single district special education local plan area (SELPA). The Fresno Unified Board of Education elects to operate as a single-district SELPA, and as such, it is the governing body of this Local Plan, and is solely responsible for the development and adoption of policies governing this Local Plan for Special Education.

-Pursuant to EC 56195.3 (c)(d) the FUSD SELPA shall submit the Local Plan to the Superintendent of Fresno County Superintendent of Schools (FCSS) and shall cooperate with FCSS to ensure that the Local Plan is compatible with other local plans in the county and any county plan of a contiguous county.

-The Fresno Unified Board of Education has authority over the programs it directly maintains (EC Section 56195-5) .

4. Clearly define the roles of the County Office of Education (COE) as applicable, and/or any other administrative supports necessary to coordinate and implement the local plan: [EC 56195.1(c); EC 56205(a)(12)(D)(i); EC 56195.5]

- This Local Plan is reviewed by the Fresno County Superintendent of Schools for compatibility with

other local plans and approved by the State Board of Education.

- The Fresno Unified SELPA ensures a full continuum of services are available and has determined that:

- Service options, as appropriate to the student's needs, are available at local neighborhood schools
- The majority of special education programs, to the maximum extent appropriate to student's needs, are provided on regular school campuses and located throughout the SELPA

- When a scarcity of population or other factors prevent the Fresno Unified SELPA from directly providing a required service for its students, the service may be provided by the county office, a school in a near-by SELPA or by a provider outlined in the SELPA Service Plan.

5. Does the SELPA have policies and procedures that allow for the participation of charter schools in the local plan? [EC 56207.5]

◉ Yes ○ No

If No, explain why the SELPA does not have the policy and procedures.

6. Identify and describe the representation and participation of the SELPA community advisory committee (CAC) pursuant to EC Section 56190 in the development of the local plan: [EC 56194(a)(b)(d); EC 56195.9(a)]

The Fresno Unified SELPA has established a Community Advisory Committee (CAC) for special education. The Fresno Unified CAC is comprised of parents of students with disabilities enrolled in public or non-public schools within the Fresno Unified SELPA. CAC may include students and adults with disabilities, general education teachers, special education service providers, other school personnel within the Fresno Unified SELPA, and community stakeholders.

The Fresno Unified CAC bylaws state the purpose of the organization, officers of the committee, standing committees, composition, terms of representation and appointment, attendance and dismissal, CAC meetings and bylaw amendment process; CAC procedures are outlined in the CAC bylaws.

The CAC shall act in an advisory capacity. The recommendations of the CAC shall be directed to the Executive Director and the District Superintendent, if needed. The responsibility for action on any recommendations shall rest with the CAC Executive Committee. The Executive Director shall provide each CAC member with a copy of the currently-approved Local Plan and shall continue to provide each CAC member with a copy of any proposed amendments or revisions to the currently-approved Local Plan.

The responsibilities of the CAC shall include but not limited to:

- Advise the policy and administrative entity of the Fresno Unified SELPA regarding the development, amendment, and review the Local Plan. The entity shall review and discuss comments

from the CAC.

- Facilitate parent training on special education programs and services, and issues as identified by members.
- Encourage community involvement in school sites.
- Support district-wide and site activities on behalf of students with special education services.

Assist in parent education and in recruiting parents and other volunteers who may contribute to the implementation of the Local Plan.

7. Describe the SELPA's process for regular consultations regarding the plan development with representative of special education and regular education teachers, and administrators selected by the groups they represent and parent members of the CAC: [EC 56205(a)(12)(E); EC 56205(b)(7)]

The description of the governance and administration of the Local Plan and the policymaking process shall be consistent with subdivision (f) of Section 56001, subdivision (a) of Section 56195.3 and Section 56195.9, and shall reflect a schedule of regular consultations regarding policy and budget development with representatives of special education and general education teachers, administrators selected by the groups they represent and parent members of the community advisory committee established pursuant to Article 7 (commencing with Section 56190) of Chapter 2.

The Local Plan, including the approval process of the Annual Service Plan and Annual Budget Plan and any modifications to them, shall be developed and updated cooperatively by a committee of representatives of special education and general education teachers, administrators, representatives of charter schools selected by the groups they represent with participation by parent members of the Community Advisory Committee, or parents selected by the Community Advisory Committee to ensure adequate and effective participation and communication.

Local Plans submitted to and approved by the California Department of Education (CDE) need to be amended when there is a change in federal or state laws or regulations, there is a new interpretation by the courts, there is an official finding of noncompliance with federal or state law or regulation or there is a change to the governance structure, membership or policy making process of the SELPA. However, a SELPA may choose to amend the Local Plan any time a change is deemed necessary.

Changes or amendments to the permanent portion of the Local Plan may be considered during the Annual Service and Budget Plan process. Amendments approved in this manner shall become permanent upon subsequent approval by the District Superintendent, the FCSS, and the State Board of Education. Fresno Unified SELPA may adopt a policy that specifies that amendments to the permanent portion of the Local Plan may be adopted on an interim basis for a fixed period of time not to exceed one year.

The Executive Director is responsible for providing each CAC member with a copy of any proposed

amendments or revisions to the currently-approved Local Plan.

8. Identify and describe the responsible local agency (RLA), Administrative Unit (AU), or other agency who is responsible for performing tasks such as the receipt and distribution of funds, provision of administrative support, and coordination and implementation of the plan: [EC 56836.01(a)(b); EC 56205(a)(12)(D)(ii); EC 56195(b)(3); EC 56030]

As a single district SELPA, the district is the Responsible Local Agency (RLA). The Board of Education is the governing board of the RLA. The responsibilities of the RLA include the following:

Receipt and allocation of regionalized services, funds, and the provision of administrative support.

- Develop and approve policies and procedures for special education programs and services provided in the SELPA, according to the Local Plan and the Board of Education's direction. Such policies and procedures shall include, but not be limited to, all areas specified in applicable sections of the Education Code.

Upon the recommendation of the Superintendent, the Board of Education, as the governing board of the RLA, is responsible for approval of the annual service and budget plans. The development of the annual service and budget plans shall coincide with the district budget process.

9. Describe the contractual agreements and the SELPA's system for determining the responsibility of participating agency for the education of each student with special needs residing within the geographical area served by the plan: [EC 56195.7. EC 56195.1(b)(c)]

As a single-district SELPA, FUSD is responsible for the education of all students with special education services, including students in charter schools that are members of the SELPA, residing within the geographic area of the district.

10. For multi-LEA local plans, specify:

a. The responsibilities of each participating COE and LEA governing board in the policymaking process: [*EC 56205(a)(12)(D)(i)*]

As a single-district SELPA, FUSD is responsible for the policymaking process. Collaboration between the Fresno County Superintendent of Schools and the other SELPAs emphasizes consistent practices throughout the county.

b. The responsibilities of the superintendents of each participating LEA and COE in the implementation of the local plan: [EC 56205(a)(12)(D)(i)]

c. The responsibilities of district and county administrators of special education in coordinating the administration of the local plan: [EC 56205(a)(12)(D)(i)]

11. Identify the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA related to:

a. The hiring, supervision, evaluation, and discipline of the SELPA administrator and staff employed by the AU in support of the local plan: [*EC 56205(a)(12)(D)(ii)(I)*]

FUSD is responsible for the hiring, supervision, evaluation, and discipline of the Executive Director and staff employed by the district in support of the plan.

The Instructional Superintendent of Special Education shall be responsible for the selection, direction, monitoring, discipline, and annual evaluation of the Executive Director; the Instructional Superintendent shall be assisted in the hiring and selection process by the district.

It is understood that this includes responsibility for any allegations of violations arising under the federal and state equal employment law.

The Executive Director is subject to the Responsible Local Agency's policies and procedures for day-to-day operations, but receives direction from, and is responsible to the Instructional Superintendent.

SELPA Staff
The Instructional Superintendent shall be responsible for designating the staff to support the functioning of the district SELPA. In reviewing and approving the SELPA budgets on an annual basis, the Instructional Superintendent designates the staffing for the SELPA office upon recommendation of the Executive Director.

SELPA staff shall be employed by the Responsible Local Agency and supervised by the Executive Director according to the Responsible Local Agency's policies and practices. The Executive Director shall use a selection process that is in accordance with the law and personnel policies of the Responsible Local Agency and in support of the Local Plan.

FUSD is a single-district SELPA and is therefore governed by the FUSD Board of Education. All district staff are recruited and hired under the district policies and contractual agreements.
Superintendent: Participates in the selection process for the Department of Special Education administration and makes hiring recommendations to the Governing Board where applicable.

Chief Academic Officer: Maintains supervisory authority over the Instructional Superintendent, Special Education.

Instructional Superintendent, Special Education: In conjunction with the Human Resources Department, the Instructional Superintendent shall use an employee selection system comprised of an interview panel that includes representation from district administration, certificated and classified staff, special education staff, community members, and parents as appropriate. The Instructional Superintendent shall assign, supervise, and evaluate special education staff, as needed.

Executive Director: Supervises special education and school psychological services staff including secretarial and operations staff. The Executive Director oversees the Local Plan and assists in recruiting,

selecting and recommending for hire special education personnel and school psychologists. The Executive Director is also responsible for the following duties:

-Prepare the regional special education plan and State, Federal and Local reports as required.
-Monitor compliance with Federal and State laws and regulations.
-Prepare and submit State waiver requests that are needed to allow for the provision of appropriate programs and services to students with disabilities residing within the SELPA.
- Coordinate services to students with disabilities and to other local public agencies through the development of procedural handbooks, negotiation of agreements, understandings, and ongoing dialogue.
- Develop and implement a plan or providing development opportunities for staff, parents, the Community Advisory Committee, and others.
-Collect, process and report program, personnel and fiscal data related to the State evaluation of special education as specified in accordance with State and Federal laws and regulations.

Manager IIIs, Special Education Programs and Services: Supports the Regional Instruction Managers, individuals contracted to provide specialized services, on-site administrator with special education teacher evaluations, and assists in recruiting, selecting, and recommending for hire special education personnel.

Regional Instruction Managers: Recruits, selects, and recommends eligible special education candidates for hiring. Participates in the evaluation of special education personnel. Develops improvement plans, memos of concern, and letters of reprimand when necessary. Provides direct instructional program support.

b. The local method used to distribute federal and state funds to the SELPA RLA/AU and to LEAs within the SELPA: [EC 56205(a)12(D) (ii)(II); EC 56195.7(i)]

The annual budget plan and the annual service plan for the district are developed annually by the Executive Director and reviewed by the CAC for approval by Assistant Superintendent, Fiscal Department, District Superintendent, and the Governing Board. All policies implemented in the single-district SELPA are developed consistent with the district special education policies and procedures.

Funds allocated for special education programs shall be used for services to students with disabilities. Federal funds under Part B of IDEA may be used for the following activities:

- For the costs of special education, related services, supplementary aides and services provided in a general education class or other education-related setting, to a child with a disability in accordance with the IEP for the child, even if one or more non-disabled children benefit from these services.
- To develop and implement a fully integrated and coordinated services system.

Supplementation of State and Federal Funds:

The Instructional Superintendent or designee shall ensure that the IDEA Part B funds shall be expended according to the state and federal guidelines. Such funds will be used to supplement and not to supplant state, local and other federal funds.

c. The operation of special education programs: [EC 56205(a)(12)(D)(ii)(III)]

Special Education programs serve students with disabilities who meet the criteria of Education Code 56026 which refers to Section 1401 (3)(a) of Title 20 of United States Code to further define, "child with a disability," as a child with: Intellectual disabilities, hearing impairments, speech or language impairments, visual impairments, serious emotional disturbance, orthopedic impairments, autism, traumatic brain injury, other health impairments, or specific learning disabilities who, by reason thereof, needs special education and related services, including children and students who have been suspended, expelled, or placed by the district in a nonpublic, nonsectarian school.

The Executive Director shall maintain regular communication with the Special Education Management Team regarding the continuum of services for students with disabilities. The communication shall include:

- Review information provided at the monthly State SELPA meetings.
- Discuss and review any necessary changes in development or implementation of special education services based upon information from State SELPA and CAC meetings, district programming based on student needs, new legislation, regulations, and/or guidelines.
- Discuss and recommend any necessary changes in district special education policies and procedures.
- Make recommendations for services and programming to the Instructional Superintendent.
- Prepare the initial draft of annual service and budget plans.

In addition, the Executive Director will collaborate with the Special Education Management Team in making recommendations to the Assistant Superintendent regarding the number, type, and location of special education classes, programs and services based upon (a) the service limits and proportions established by the State, and (b) the number of students with special education services. The SELPA will ensure that special day class programs are geographically distributed within the district, so that students may be placed in an appropriate special day class and assure equal access of all students to special education programs and services that will provide each student with an appropriate education as required by law.

This includes meeting the Augmentative and Alternative Communication (AAC) needs of students as recommended by the Speech Language Pathologist and/or the IEP Team. This may also include meeting the assistive technology needs of students as recommended by the appropriate specialist and/or the IEP Team.

The district shall be responsible for administering low incidence services and programs for individuals ages 0-21 with solely visual, hearing, and severe orthopedic impairments and any combination thereof as outlined by Education Code 56026.5.

The Child Find process, in accordance with EDC 56301 (c)(l) will be implemented to locate, identify, and access all children with disabilities residing within the district as early as possible to determine if special education and related services are required. Per Section1412(a)(3) of Title 20 of USC, All children with disabilities residing in the state, including children with disabilities who are homeless or wards of the State and children with disabilities attending private schools, regardless of their severity of their

disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services.

Procedural safeguards, in accordance with (IDEA) state parents or guardians of children ages 3-21 and students aged 18 and over have the right to refer their child or self to special education services. This includes initiating assessment or IEP request.

In alignment with recommendations from Council of the Great City Schools and a districtwide Multi-Tiered System of Supports (MTSS), and principles of Universal Design for Learning, eligible students with special education services shall be referred for special education instruction and services within regions of residence in order to provide a continuum of services as close to a student's home school as possible only after the resources of the general education program has been considered and utilized.

d. Monitoring the appropriate use of federal, state, and local funds allocated for special education programs: [EC 56205(a)(12)(D)(ii)(IV)]

The Instructional Superintendent or designee shall be responsible to monitor on an annual basis the appropriate use of all funds allocated for special education programs. Final determination and action regarding the appropriate use of special education funds shall be made through the Annual Budget Plan process. Funds allocated for special education programs shall be used for services for students with Individualized Education Programs (IEPs) . Expenditure reports created and submitted are available for public review.

The Executive Director is responsible for developing and maintaining the Annual Budget Plan in accordance with the Local Plan and district policies and procedures. Such duties shall include:

- Review and submit the Annual Budget Plan prior to the required CAC public hearing and approval by the Board.
- As necessary, review and recommend revisions to the Annual Budget Plan during the fiscal year.
- Receive and/or provide updates on local, regional, state, and federal special education financial or budgetary matters.
- Discuss and submit the financial implications of potential significant changes to special education services or other services that may financially impact the district.
- Discuss and submit the financial implications of potential significant changes planned or implemented by the district and/or other entities.
- Discuss and submit any necessary changes to the district budget policies and procedures and make recommendations to the Instructional Superintendent.

12. Describe how specialized equipment and services will be distributed within the SELPA in a manner that minimizes the necessity to serve students in isolated sites and maximizes the opportunities to serve students in the least restrictive environments: [EC 56206]

Individualized Education Plan (IEP) Teams that identify students requiring specific technology tools to

meet their communication/social needs or provide appropriate access to their adopted curriculum, will create an implementation plan and goals. This will be discussed with their designated RIM and Manager III for details and budget procurement.

In addition to providing additional technology needs and assistance, low incidence funds provided by the State allow for the purchase of specialized books, materials, and equipment are necessary.

Due to the adverse educational impact of a low incidence disability on access to instruction and learning. Low incidence funding is intended to supplement and not supplant other available funding for books, equipment, and materials. The Executive Director is responsible for ensuring that all eligibility requirements are met prior to approving any expenditure of these funds.

Eligibility

The recommendation for the use of Low Incidence equipment is an Individual Education Program (IEP) team determination made after an assessment has been completed and during an IEP team meeting. It is not a unilateral decision made by a parent, classroom teacher or other related service provider such as a Speech and Language Pathologist, Occupational Therapist, Physical Therapist or Assistive Technology Specialist. Low incidence categories for special education are as follows:

- Hard of Hearing (220)
- Deaf (230)
- Visual Impairment (250)
- Orthopedic Impairment (270)
- Deaf/Blind (300)
- Any combination of the above, Multiple Disability (310) in which one of the above-mentioned disabilities must be included.

Transfer of Special Education Student Equipment/Supplies Form

The district has adopted an administrative procedure regarding the transfer of special education student equipment/supplies. As students with low incidence disabilities move from class to class and/or school to school, it is essential that the student's personalized equipment/ supplies are transferred with him/her.

As need arises for the transfer of Special Education Student Equipment/Supplies, the IEP Case Manager shall complete and process the Transfer of Special Education Student Equipment Supplies Form. Upon receipt of the completed form, the Regional Instructional Manager will contact the site case manager (teacher/speech therapist) and confirm the equipment/supplies, the transfer date and the person responsible for the transfer.

The Regional Instructional Manager will communicate with the receiving school and the case manager. The Regional Instructional Manager will secure appropriate signatures, inventory the equipment on the computer, and make a record in the student's Special Education file.

Pursuant to EC sections 56122 and 56205 (a) the district ensures conformity with 20 USC and in accordance with 34 CFR Section 300.201 and has in effect policies, procedures, and programs.

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Policies, Procedures, and Programs

Pursuant to *EC* sections 56122 and 56205(a), the SELPA ensures conformity with Title 20 *United States Code* (*USC*) and in accordance with Title 34 *Code of Federal Regulations* (*CFR*) Section 300.201 and has in effect policies, procedures, and programs. For each of the following 23 areas, identify whether or not, each of the following provisions of law are adopted as stated. If the policy is not adopted as stated, briefly describe the SELPA's policy for the given area. In all cases, provide the SELPA policy and procedure numbers (If applicable. Leave blank if not applicable); the document title; and the physical location where the policy can be found.

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1. Free Appropriate Public Education: 20 *USC* Section 1412(a)(1); *EC* 56205(a)(1)

Policy/Procedure Number:	BP/AR 0430
Document Title:	Comprehensive Local Plan for Special Education
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that a free appropriate public education is available to all children with disabilities residing in the LEA between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school." The policy is adopted by the SELPA as stated:

(●) Yes ( ) No

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2. Full Educational Opportunity: 20 *USC* Section 1412(a)(2); *EC* 56205(a)(2)

Policy/Procedure Number:	BP/AR 6159
Document Title:	Individualized Education Program
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that all children with disabilities have access to educational programs, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

(●) Yes ( ) No

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3. Child Find: 20 *USC* Section 1412(a)(3); *EC* 56205(a)(3)

Policy/Procedure Number:	BP/AR 6164.4
Document Title:	Identification of Individuals for Special Education
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that all children with disabilities residing in the State, including children with disabilities who are homeless or are wards of the State and children with disabilities attending private schools, regardless of the severity of their disabilities, who are in need of special education and related services, are identified, located, and evaluated. A practical method has been developed and implemented to determine which children with disabilities are currently receiving needed special education and related services." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

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4. Individualized Education Program (IEP) and Individualized Family Service Plan (IFSP): 20 *USC* Section 1412(a)(4); *EC* 56205(a)(4)

Policy/Procedure Number:	BP/AR 6159
Document Title:	Individualized Education Plan
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that an IEP, or an IFSP that meets the requirements of 20 *USC* Section 1436 (d), is developed, implemented, reviewed, and revised for each child with a disability who requires special education and related services in accordance with 20 *USC* Section 1414 (d). It shall be the policy of this LEA that an IEP will be conducted on at least an annual basis to review a student's progress and make appropriate revisions." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

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5. Least Restrictive Environment: USC Section 1412(a)(5); *EC* 56205(a)(5)

Policy/Procedure Number:	BP/AR 6159
Document Title:	Individualized Education Plan

SELPA: Fresno Unified School District | Fiscal Year: 2024-25

Document Location: FUSD Board Policies Website

"It shall be the policy of this LEA that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the general educational environment, occurs only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily." The policy is adopted by the SELPA as stated:

(●) Yes ( ) No

6. Procedural Safeguards: 20 *USC* Section 1412(a)(6); *EC* 56205(a)(6)

Policy/Procedure Number: BP/AR 6159.1

Document Title: Procedural Safeguards and Complaints for Special Education

Document Location: FUSD Board Policies Website

"It shall be the policy of this LEA that children with disabilities and their parents shall be afforded all procedural safeguards according to state and federal laws and regulations." The policy is adopted by the SELPA as stated:

(●) Yes ( ) No

7. Evaluation: 20 *USC* Section 1412(a)(7); *EC* 56205(a)(7)

Policy/Procedure Number: BP/AR 6164.4

Document Title: Identification of Individuals for Special Education

Document Location: FUSD Board Policies Website

"It shall be the policy of this LEA that a reassessment of a child with a disability shall be conducted at least once every three years or more frequently, if appropriate." The policy is adopted by the SELPA as stated:

(●) Yes ( ) No

8. Confidentiality: 20 *USC* Section 1412(a)(8); *EC* 56205(a)(8)

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Policy/Procedure Number:	BP/AR 5022; BP/AR 5125
Document Title:	Student and Family Privacy Rights; Student Records
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that the confidentiality of personally identifiable data, information, and records maintained by the LEA relating to children with disabilities and their parents and families shall be protected pursuant to the Family Educational Rights and Privacy Act, non-academic programs, and services available to non-disabled children." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

9. Part C to Part B Transition: 20 *USC* Section 1412(a)(9); *EC* 56205(a)(9)

Policy/Procedure Number:	BP/AR 6159; Special Education Procedure Manual, Section 5.10.E
Document Title:	Individual Education Program; Services for Preschool Children with Disabilities
Document Location:	FUSD Board Policies Website and Department of Special Education Website

"It shall be the policy of this LEA that children participating in early intervention programs under the Individuals with Disabilities Education Act (IDEA), Part C, and who will participate in preschool programs, experience a smooth and effective transition to preschool programs in a manner consistent with 20 *USC* Section 1437(a)(9). The transition process shall begin prior to the child's third birthday."The policy is adopted by the SELPA as stated:

◉ Yes ○ No

10. Private Schools: 20 *USC* Section 1412(a)(10); *EC* 56205(a)(10)

Policy/Procedure Number:	BP/AR 6164.41
Document Title:	Children with Disabilities Enrolled by Their Parents in Private School
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA to assure that children with disabilities voluntarily enrolled by their parents in private schools shall receive appropriate special education and related services pursuant to LEA coordinated procedures. The proportionate amount of federal funds will be allocated for the

purpose of providing special education services to children with disabilities voluntarily enrolled in private school by their parents." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

11. Local Compliance Assurances: 20 *USC* Section 1412(a)(11); *EC* 56205(a)(11)

Policy/Procedure Number:	BP/AR 0430; BP/AR 6461.6
Document Title:	Comprehensive Local Plan for Special Education; Section 504 of the Rehabilitation Act of 1973
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that the local plan shall be adopted by the appropriate local board(s) (district/county) and is the basis for the operation and administration of special education programs, and that the agency(ies) herein represented will meet all applicable requirements of state and federal laws and-regulations, including compliance with the IDEA; the Federal Rehabilitation Act of 1973, Section 504 of Public Law; and the provisions of the California *EC*, Part 30." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

12. Interagency: 20 USC Section 1412(a)(12); *EC* 56205(a)(12)(D)(iii)

Policy/Procedure Number:	BP/AR 6159.2
Document Title:	Nonpublic Nonsectarian School and Agency Services for Special Education
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that interagency agreements or other mechanisms for interagency coordination are in effect to ensure services required for free appropriate public education are provided, including the continuation of services during an interagency dispute resolution process." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

13. Governance: 20 *USC* Section 1412(a)(13); *EC* 56205(a)(12)

Policy/Procedure Number:	BP/AR 0430
Document Title:	Comprehensive Local Plan for Special Education

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Document Location: | FUSD Board Policies Website

"It shall be the policy of this LEA to support and comply with the provisions of the governance bodies and any necessary administrative support to implement the local plan. A final determination that an LEA is not eligible for assistance under this part will not be made without first affording that LEA with reasonable notice and an opportunity for a hearing through the State Education Agency." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

14. Personnel Qualifications; *EC* 56205(a)(13)

Policy/Procedure Number: | BP 4111

Document Title: | Recruitment and Selection

Document Location: | FUSD Board Policies Website

"It shall be the policy of this LEA to ensure that personnel providing special education related services are appropriately and adequately prepared and trained, and that those personnel have the content knowledge and skills to serve children with disabilities. This policy shall not be construed to create a right of action on behalf of an individual student for the failure of a particular LEA staff person to be highly qualified or to prevent a parent from filing a State complaint with the California Department of Education (CDE) about staff qualifications." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

15. Performance Goals and Indicators: 20 *USC* Section 1412(a)(15); *EC* 56205(a)(14)

Policy/Procedure Number: | BP/AR 0430

Document Title: | Comprehensive Local Plan for Special Education

Document Location: | FUSD Board Policies Website

"It shall be the policy of this LEA to comply with the requirements of the performance goals and indicators developed by the CDE and provide data as required by the CDE." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

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16. Participation in Assessments: 20 *USC* Section 1412(a)(16); *EC* 56205(a)(15)

Policy/Procedure Number:	BP/AR 6162.51
Document Title:	State Academic Achievement Tests
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that all students with disabilities shall participate in state and district-wide assessment programs described in 20 *USC* Subsection 6311. The IEP team determines how a student will access assessments with or without accommodations, or access alternate assessments where necessary and as indicated in their respective Reps.." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

17. Supplementation of State, Local, and Federal Funds: 20 *USC* Section 1412(a)(17); *EC* 56205(a)(16)

Policy/Procedure Number:	BP/AR 3230
Document Title:	Federal Grant Funds
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA to provide assurances that funds received from Part B of the IDEA will be expended in accordance with the applicable provisions of the IDEA, and will be used to supplement and not to supplant state, local, and other federal funds." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

18. Maintenance of Effort: 20 *USC* Section 1412(a)(18); *EC* 56205(a)(17)

Policy/Procedure Number:	BP/AR 3230
Document Title:	Federal Grant Funds
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA that federal funds will not be used to reduce the level of local funds and/or combined level of local and state funds expended for the education of children with disabilities except as provided in federal laws and regulations." The policy is adopted by the SELPA as stated:

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(●) Yes ( ) No

19. Public Participation: 20 *USC* Section 1412(a)(19); *EC* 56205(a)(18)

Policy/Procedure Number: BP 1100

Policy/Procedure Title: Communication with the Public

Document Location: FUSD Board Policies Website

"It shall be the policy of this LEA that public hearings, adequate notice of the hearings, and an opportunity for comments are available to the general public,including individuals with disabilities and parents of children with disabilities, and are held prior to the adoption of any policies and/or regulations needed to comply with Part B of the IDEA." The policy is adopted by the SELPA as stated:

(●) Yes ( ) No

20. Suspension and Expulsion: 20 *USC* Section 1412(a)(22); *EC* 56205(a)(19)

Policy/Procedure Number: BP/AR 5144; BP/AR 5144.1

Document Title: Discipline; Suspension and Expulsion/Due Process

Document Location: FUSD Board Policies Website

"The LEA assures that data on suspension and expulsion rates will be provided in a manner prescribed by the CDE. When indicated by data analysis, the LEA further assures that policies, procedures, and practices related to the development and implementation of the IEPs will be revised." The policy is adopted by the SELPA as stated:

(●) Yes ( ) No

21. Access to Instructional Materials: 20 *USC* Section 1412(a)(23); *EC* 56205(a)(20)

Policy/Procedure Number: BP/AR 6159

Document Title: Individualized Education Program

Document Location: FUSD Board Policies Website

"It shall be the policy of this LEA to provide instructional materials to blind students or other students with print disabilities in a timely manner according to the state-adopted National

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Instructional Materials Accessibility Standard." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

22. Over-identification and Disproportionality: 20 *USC* Section 1412(a)(24); *EC* 56205(a)(21)

Policy/Procedure Number:	BP 0410; BP 0415; BP/AR 6164.4
Document Title:	Nondiscrimination in District Programs and Activities; Diversity, Equity and Inclusion; Identification of Individuals with Exceptional Needs
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA to prevent the inappropriate over-identification or disproportionate representation by race and ethnicity of children as children with disabilities." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

23. Prohibition on Mandatory Medicine: 20 *USC* Section 1412(a)(25); *EC* 56205(a)(22)

Policy/Procedure Number:	BP/AR 5141.21
Document Title:	Administering Medication and Monitoring Health Conditions
Document Location:	FUSD Board Policies Website

"It shall be the policy of this LEA to prohibit school personnel from requiring a student to obtain a prescription for a substance covered by the Controlled Substances Act as a condition of attending school or receiving a special education assessment and/or services." The policy is adopted by the SELPA as stated:

◉ Yes ○ No

Administration of Regionalized Operations and Services

Pursuant to *EC* sections 56195.7(c), 56205(a)(12)(B), 56368, and 56836.23, describe the regionalized operation and service functions. Descriptions must include an explanation of the respective roles of the RLA/AU, the SELPA administrator, and the individual LEAs associated with the SELPA. Information provided should include the document title and the location (e.g., SELPA office) for each function:"

1. Coordination of the SELPA and the implementation of the local plan:

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Document Title:	Comprehensive Local Plan for Special Education
Document Location:	FUSD Board Policies Website
Description:	In order to meet the needs of children with exceptional needs as completely as possible, the district maintains a single district Special Education Local Plan Area (SELPA). The local plan developed by the SELPA shall include, but not be limited to Education Code 56122, 56205, 56206.

2. Coordinated system of identification and assessment:

Document Title:	Identification of Individuals with Exceptional Needs
Document Location:	FUSD Board Policies Website
Description:	The Superintendent or designee shall establish a comprehensive system that includes procedures for the identification, screening, referral, and regular and triennial assessment of individuals eligible for special education, as well as procedures for the planning, implementation, and review of the education and related services provided to such individuals.

3. Coordinated system of procedural safeguards:

Document Title:	Procedural Safeguards and Complaints for Special Education
Document Location:	FUSD Board Policies Website
Description:	The Governing Board desires to protect the rights of students with disabilities in accordance with the procedural safeguards set forth in state and federal law. Parents/guardians shall receive written notice of their rights in accordance with law, Board policy, and administrative regulation.

4. Coordinated system of staff development and parent and guardian education:

Document Title:	Comprehensive Local Plan for Special Education; Staff Development
Document Location:	FUSD Board Policies Website
	In order to meet the needs of children with exceptional needs as completely as possible, the district maintains a single district SELPA. A Community Advisory committee will be maintained to provide advice to the administration and program information for parents/guardians. The Governing Board recognizes that a

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Description: competent well-trained staff is essential to carrying out its goals improving district educational programs; the Governing Board desires to involve all employees in activities that improve their skills and broaden their perceptions.

5. Coordinated system of curriculum development and alignment with the core curriculum:

Document Title: Curriculum Development and Design

Document Location: FUSD Board Policies Website

Description: The Board shall establish a review cycle for regularly evaluating the district's curriculum in order to ensure continued alignment with state and district goals for student achievement. At a minimum, these reviews shall be conducted whenever the State Board of Education adopts new or revised content standards or the curriculum framework for a particular subject or when new law requires a change or addition to the curriculum.

6. Coordinated system internal program review, evaluation of the effectiveness of the local plan, and implementation of the local plan accountability system:

Document Title: Local Control and Accountability Plan; Review and Evaluation

Document Location: FUSD Board Policies Website

Description: The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices. The Board shall regularly review the effectiveness of district programs, personnel, and fiscal operations, with a focus on the capacity to improve student achievement. The Board shall establish appropriate processes and measures to monitor results and to evaluate progress toward accomplishing the district's vision and goals set forth in the local control and accountability plan.

7. Coordinated system of data collection and management:

Document Title: Review and Evaluation

Document Location: FUSD Board Policies Website

Description: The Governing Board recognizes its responsibility to ensure accountability to the public for the performance of the district and each district school. The Board shall regularly review the effectiveness of district programs, personnel, and fiscal operations, with a focus on the capacity to improve student achievement.

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8. Coordination of interagency agreements:

Document Title:	Relations Between Other Governmental Agencies adn the Schools
Document Location:	FUSD Board Policies Website
Description:	The Governing Board recognizes that agencies at all levels of government share its concern and responsibility for the health, safety and welfare of youth. The Superintendent or designee shall initiate and maintain good working relationships with representatives of these agencies in order to help district schools and students make use of the resources which governmental agencies can provide.

9. Coordination of services to medical facilities:

Document Title:	Home and Hospital Instruction
Document Location:	FUSD Board Policies Website
Description:	The Superintendent or designee may enter into an agreement to provide individual instruction to a district student who is in a hospital or other residential health facility located within the boundaries of another district.

10. Coordination of services to licensed children's institutions and foster family homes:

Document Title:	Education of Foster Youth
Document Location:	FUSD Board Policies Website
Description:	The Superintendent or designee shall ensure that placement decisions for foster youth are based on the students' best interests as defined in law and administrative regulation. To that end, he/she shall designate a staff person as the district liaison for foster youth to help facilitate the enrollment, placement, and transfer of foster youth.

11. Preparation and transmission of required special education local plan area reports:

Document Title:	Comprehensive Local Plan for Special Education

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Description: The local plan, annual budget plan, annual service plan shall be written in language that is understandable to the general public. They shall be adopted at a public hearing of the SELPA, for which notice of the hearing shall be posted in each school in the SELPA at least 15 days before the hearing. The Superintendent or designee shall post on the district's web site the approved local plan, annual budget plan, annual service plan, and annual assurances support plan and any updates or revisions to the plans.

12. Fiscal and logistical support of the CAC:

Document Title: Comprehensive Local Plan for Special Education

Document Location: FUSD Board Policies Website

Description: Community Advisory Committee will be maintained to provide advice to the administration and program information for parents/ guardians.

13. Coordination of transportation services for individuals with exceptional needs:

Document Title: Transportation for Students with Disabilities or Handicaps

Document Location: FUSD Board Policies Website

Description: Transportation for students with disabilities shall be provided in accordance with a student's Individualized Education Program (IEP); the district will provide home to school IEP-related transportation for special education students.

14. Coordination of career and vocational education and transition services:

Document Title: Career Technical Education; Work-Based Learning

Document Location: FUSD Board Policies Website

Description: The Governing Board desires to provide a comprehensive career technical education program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment.

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15. Assurance of full educational opportunity:

Document Title:	Nondiscrimination in District Programs and Activities; Identification of Individuals with Exceptional Needs
Document Location:	FUSD Board Policies Website
Description:	The Governing Board is committed to equal opportunity for all individuals in education. The District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, religion, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, marital status, medical information, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics in all District acts related to school activities, programs, practices, or school attendance within a school under the jurisdiction of the Superintendent. The Governing Board recognizes the need to actively seek out and evaluate district residents from birth through age 21 within the district who have disabilities in order to provide them with appropriate educational opportunities in accordance with state and federal law.

16. Fiscal administration and the allocation of state and federal funds pursuant to *EC* Section 56836.01—The SELPA Administrator's responsibility for the fiscal administration of the annual budget plan; the allocation of state and federal funds; and the reporting and accounting of special education funding.

Document Title:	Comprehensive Local Plan for Special Education
Document Location:	FUSD Board Policies Website
Description:	The Governing Board recognizes its obligation to provide a free appropriate public education to all individuals with disabilities, aged 3 to 21 years, who reside in the district.

17. Direct instructional program support that maybe provided by program specialists in accordance with *EC* Section 56368:

Document Title:	Regional Instructional Managers
Document Location:	FUSD Special Education Website
Description:	Accountable for improving student achievement for all students with disabilities; plan, organize, and coordinate the development and enhancement of assigned special education activities and functions to expand practices proven to raise student

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achievement.

Special Education Local Plan Area Services

1. A description of programs for early childhood special education from birth through five years of age:

Document Title:	Early Education Program Description
Document Location:	FUSD Special Education Policies and Procedures Manual, Section 5.3, FUSD Special Education Website
Description:	Early Intervention Services are available for eligible infants and toddlers from birth up to three years of age, who have disabilities or who are at risk of having disabilities, and for whom a need for early-intervention services is documented by means of assessment and evaluation. Early Start Programs shall include, as program options, home-based services and group services. Home-based and group services will be provided through a multi-disciplinary team consisting of the parent and a group of professionals from various disciplines.

2. A description of the method by which members of the public, including parents or guardians of individuals with exceptional needs who are receiving services under the local plan, may address questions or concerns to the SELPA governing body or individual administrator:

Document Title:	FUSD Board of Education; FUSD Department of Special Educaton
Document Location:	https://board.fresnounified.org; https://sped.fresnounified.org
Description:	Members of the public, including parents/guardians of students with disabilities, may address questions or concerns to the Governing Board at regularly-scheduled board meetings or at the CAC meetings. In addition, they may address questions or concerns to the FUSD Department of Special Education by phone, letter, or by scheduling an appointment.

3. A description of a dispute resolution process, including mediation and final and binding arbitration to resolve disputes over the distribution of funding, the responsibility for service provision, and the other governance activities specified within the local plan:

Document Title:	Procedural Safeguards and Complaints for Special Education
Document Location:	FUSD Board Policies Website
	The District ensures all procedural safeguards are available to resolve disputes, including compliance complaints, resolution sessions,

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Description: mediation, and due process procedures.

4. A description of the process being used to ensure a student is referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized:

Document Title: Identification of Individuals with Exceptional Needs

Document Location: FUSD Board Policies Website

Description: A student shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and used where appropriate. All referrals from school staff shall include a brief reason for the referral and describe the regular program resources that were considered and/or modified for use with the student, and their effect.

5. A description of the process being used to oversee and evaluate placements in nonpublic, nonsectarian schools and the method of ensuring that all requirements of each student's individualized education program are being met. The description shall include a method for evaluating whether the student is making appropriate educational progress:

Document Title: Nonpublic Nonsectarian School and Agency Services for Special Education

Document Location: FUSD Board Policies Website

Description: Every master contract with a nonpublic, nonsectarian school or agency shall be made on forms provided by the California Department of Education and shall include an individual services agreement negotiated for each student. The master contract shall include a description of the process to be utilized by the district to oversee and evaluate placements in nonpublic, nonsectarian schools. This description shall include a method for evaluating whether each student is making appropriate educational progress.

6. A description of the process by which the SELPA will fulfill the obligations to provide free and appropriate public education (FAPE) to a student age 18 to 21 (or age 22 under the circumstances described in *EC* 56026(c)(4)) who has been incarcerated in a county jail and remains eligible for special education services:

The obligation to make FAPE available extends to those otherwise-eligible adults in county jail, age 18 to 21, who: (a) had been identified as a child with a disability and had received services in accordance with an IEP, but left school prior to their incarceration; or (b) did not have an IEP in

their last educational setting, but had actually been identified as a child with a disability. (*EC* Section 56040)

It is the responsibility of the district of residence (DOR) to provide special education services and related services to an adult student in county jail who remains eligible for these services and wishes to receive them. The DOR is the district in which the student's parents resided when the student turned 18, unless and until the parents move to a new DOR. For conserved students, the DOR is based on the residence of the conservator. (*EC* Section 56041)

Document Title:	Policy and Procedure
Document Location:	Fresno County Supervisor of Schools and FUSD SELPA Offices
Description:	Process for providing FAPE to eligible adults incarcerated in a county jail.

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LOCAL PLAN

Section D: Annual Budget Plan

SPECIAL EDUCATION LOCAL PLAN AREA

California Department of Education

Special Education Division

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Projected special education budget funding, revenues, and expenditures by LEAs are specified in **Attachments II–V.** This includes supplemental aids and services provided to meet the needs of students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA) who are placed in regular education classrooms and environments, and those who have been identified with low incidence disabilities who also receive special education services.

IMPORTANT: Adjustments to any year's apportionment must be received by the California Department of Education (CDE) from the SELPA prior to the end of the first fiscal year (FY) following the FY to be adjusted. The CDE will consider and adjust only the information and computational factors originally established during an eligible FY, if the CDE's review determines that they are correct. California *Education Code* (*EC*) Section 56048

Pursuant to *EC* Section 56195.1(2)(b)(3), each Local Plan must include the designation of an administrative entity to perform functions such as the receipt and distribution of funds. Any participating local educational agency (LEA) may perform these services. The administrative entity for a multiple LEA SELPA or an LEA that joined with a county office of education (COE) to form a SELPA, is typically identified as a responsible local agency or administrative unit. Whereas, the administrative entity for single LEA SELPA is identified as a responsible individual. Information related to the administrative entity must be included in Local Plan Section A: Contacts and Certifications.

Section D: Annual Budget Plan

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TABLE 1

Special Education Projected Revenue Reporting (Items D-1 to D-3)

D-1. Special Education Revenue by Source

Using the fields below, identify the special education projected revenue by funding source. The total projected revenue and the percent of total funding by source is automatically calculated.

Funding Revenue Source	Amount	Percentage of Total Funding
Assembly Bill (AB) 602 State Aid	63,913,560	26.59%
AB 602 Property Taxes	0	0.00%
Federal IDEA Part B	14,737,420	6.13%
Federal IDEA Part C	95,878	0.04%
State Infant/Toddler	1,482,314	0.62%
State Mental Health	5,023,771	2.09%
Federal Mental Health	792,003	0.33%
Other Projected Revenue	154,280,303	64.20%
Total Projected Revenue:	240,325,249	**100.00%**

D-2. "Other Revenue" Source Identification

Identify all revenue identified in the "Other Revenue" category above, by revenue source, that is received by the SELPA specifically for the purpose of special education, including any property taxes allocated to the SELPA pursuant to *EC* Section 2572. *EC* Section 56205(b)(1)(B)

Revenue that supports SELPA expenditures including restricted federal and state funding sources not identified in categories above, grants, local funding and unrestricted general fun contribution.

D-3. Attachment II: Distribution of Projected Special Education Revenue

Using the form template provided in **Attachment II**, complete a distribution of revenue to all LEAs participating in the SELPA by funding source.

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TABLE 2

Total Projected Budget Expenditures by Object Code (Items D-4 to D-6)

D-4. Total Projected Budget by Object Code

Using the fields below, identify the special education expenditures by object code. The total expenditures and the percent of total expenditures by object code is automatically calculated.

Object Code	Amount	Percentage of Total Expenditures
Object Code 1000—Certificated Salaries	93,795,065	39.03%
Object Code 2000—Classified Salaries	43,842,796	18.24%
Object Code 3000—Employee Benefits	73,101,003	30.42%
Object Code 4000—Supplies	1,365,865	0.57%
Object Code 5000—Services and Operations	19,968,889	8.31%
Object Code 6000—Capital Outlay	0	0.00%
Object Code 7000—Other Outgo and Financing	8,251,631	3.43%
Total Projected Expenditures:	240,325,249	100.00%

D-5. Attachment III: Projected Local Educational Agency Expenditures by Object Code

Using the templates provided in **Attachment** III, complete a distribution of projected expenditures by LEAs participating in the SELPA by object code.

D-6. Code 7000—Other Outgo and Financing

Include a description for the expenditures identified under object code 7000:

District indirect cost and non-public school/agency tuition.

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TABLE 3

Federal, State, and Local Revenue Summary (Items D-7 to D-8)

D-7. Federal Categorical, State Categorical, and Local Unrestricted Funding

Using the fields below, enter the projected funding by revenue jurisdiction. The "Total Revenue From All Sources" and the "Percentage of Total Funding fields are automatically calculated.

Revenue Source	Amount	Percentage of Total Funding
Projected State Special Education Revenue	74,871,087	31.15%
Projected Federal Revenue	14,737,420	6.13%
Local Contribution	150,716,742	62.71%
Total Revenue from all Sources:	240,325,249	100.00%

D-8. Attachment IV: Projected Revenue by Federal, State, and Local Funding Source by Local Educational Agency

Using the CDE-approved template provided in **Attachment IV**, provide a complete distribution of revenues to all LEAs participating in the SELPA by federal and state funding source.

D-9. Special Education Local Plan Area Allocation Plan

a. Describe the SELPA's allocation plan, including the process or procedure for allocating special education apportionments, including funds allocated to the RLA/AU/responsible person pursuant to *EC* Section 56205(b)(1)(A).

Fresno Unifed School District is a single LEA SELPA.

b. ☒ YES ☐ NO

If the allocation plan specifies that funds will be apportioned to the RLA/AU/AE, or to the SELPA administrator (for single LEA SELPAs), the administrator of the SELPA, upon receipt, distributes the funds in accordance with the method adopted pursuant to *EC* Section 56195.7(i). This allocation plan was approved according to the SELPA's local policymaking process and is consistent with SELPA's summarized policy statement identified in Local Plan Section B: Governance and Administration item B-4. If the response is "NO," then either Section D should be edited, or Section B must be amended according to the SELPA's adopted policy making process, and resubmitted to the COE and CDE for approval.

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TABLE 4

Special Education Local Plan Area Expenditures (Items D-10 to D-11)

D-10. Regionalized Operations Budget

Using the fields below, identify the total operating expenditures projected for the SELPA, exclusively. Expenditure line items are according SACS object codes. Include the projected amount budgeted for the SELPA's exclusive use. The "Percent of Total" expenses is automatically calculated. NOTE: Table 4 does not include district LEA, charter LEA, or COE LEA expenditures, there is no Attachment to be completed for Table 4.

Accounting Categories and Codes	Amount	Percentage of Total
Object Code 1000—Certificated Salaries	93,795,065	39.03%
Object Code 2000—Classified Salaries	43,842,796	18.24%
Object Code 3000—Employee Benefits	73,101,003	30.42%
Object Code 4000—Supplies	1,365,865	0.57%
Object Code 5000—Services and Operations	19,968,889	8.31%
Object Code 6000—Capital Outlay	0	0.00%
Object Code 7000—Other Outgo and Financing	8,251,631	3.43%
Total Projected Operating Expenditures:	240,325,249	100.00%

D-11. Object Code 7000 --Other Outgo and Financing Description

Include a description of the expenditures identified under "Object Code 7000—Other Outgo and Financing" by SACS codes. See Local Plan Guidelines for examples of possible entries.

District indirect cost and non-public school/agency tuition.

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TABLE 5

Supplemental Aids and Services and Students with Low Incidence Disabilities (D-12 to D-15)

The standardized account code structure (SACS), goal 5760 is defined as "Special Education, Ages 5–22." Students with a low incidence (LI) disability are classified severely disabled. The LEA may elect to have locally defined goals to separate low-incidence disabilities from other severe disabilities to identify these costs locally.

D-12. Defined Goals for Students with LI Disabilities

Does the SELPA, including all LEAs participating in the SELPA, use locally defined goals to separate low-incidence disabilities from other severe disabilities?

☑ YES ☐ NO

D-13. Total Projected Expenditures for Supplemental Aids and Services in the Regular Classroom and for Students with LI Disabilities

Enter the projected expenditures budgeted for Supplemental Aids and Services (SAS) disabilities in the regular education classroom.	7,808,471

D-14. Total Projected Expenditures for Students with LI Disabilities

Enter the total projected expenditures budgeted for students with LI disabilities.	1,777,097

D-15. Attachment V: Projected Expenditures by LEA for SAS Provided to Students with Exceptional Needs in the Regular Classroom and Students with LI Disabilities

Using the current CDE-approved template provided for Attachment V, enter the SELPA's projected funding allocations to each LEA for the provision of SAS to students with exceptional needs placed in the regular classroom setting and for those who are identified with LI disabilities. Information included in this table must be consistent with revenues identified in Section D, Table 5.

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LOCAL PLAN

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SPECIAL EDUCATION LOCAL PLAN AREA

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Local Plan Section E: Annual Service Plan

California *Education Code* (*EC*) sections 56205(b)(2) and (d); 56001; and 56195.9

The Local Plan Section E: Annual Service Plan must be adopted at a public hearing held by the SELPA. Notice of this hearing shall be posted in each school in the SELPA at least 15 days before the hearing. Local Plan Section E: Annual Service Plan may be revised during any fiscal year according to the SELPA's process as established and specified in Section B: Governance and Administration portion of the Local Plan consistent with *EC* sections 56001(f) and 56195.9. Local Plan Section E: Annual Service Plan must include a description of services to be provided by each local educational agency (LEA), including the nature of the services and the physical location where the services are provided (Attachment VI), regardless of whether the LEA is participating in the Local Plan.

Services Included in the Local Plan Section E: Annual Service Plan

All entities and individuals providing related services shall meet the qualifications found in Title 34 of the *Code of Federal Regulations* (34 *CFR*) Section 300.156(b), Title 5 of the *California Code of Regulations* (5 *CCR*) 3001(r) and the applicable portions 3051 et. seq.; and shall be either employees of an LEA or county office of education (COE), employed under contract pursuant to *EC* sections 56365-56366, or employees, vendors or contractors of the State Departments of Health Care Services or State Hospitals, or any designated local public health or mental health agency. Services provided by individual LEAs and school sites are to be included in **Attachment VI.**

Include a description each service provided. If a service is not currently provided, please explain why it is not provided and how the SELPA will ensure students with disabilities will have access to the service should a need arise.

☑ 330–Specialized Academic Instruction/
Specially Designed Instruction

Provide a detailed description of the services to be provided under this code.

Adapting, as appropriate, to the needs of the child with a disability the content, methodology, or delivery of instruction to ensure access of the child to the general curriculum, so that he or she can meet the educational standards within the jurisdiction of the public agency that apply to all children. (34 CFR 300.39(b)(3)).

☐ *Service is Not Currently Provided*

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

☑ 210–Family Training, Counseling, Home Visits (Ages 0-2 only) ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes: services provided by social workers, psychologists, or other qualified personnel to assist the family in understanding the special needs of the child and enhancing the child's development.

☐ 220–Medical (Ages 0-2 only) ☑ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno ~~Clovis~~ Unified SELPA who require this service for FAPE. If this was required, the district would adopt the service.

☐ 230–Nutrition (Ages 0-2 only) ☑ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno ~~Clovis~~ Unified SELPA who require this service for FAPE. If this was required, the district would adopt the service.

☑ 240–Service Coordination (Ages 0-2 only) ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This service includes the coordination of special education and related services.

☑ 250–Special Instruction (Ages 0-2 only) ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Special instruction includes: the design of learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas, including cognitive processes and social interaction; curriculum planning, including the planned interaction of personnel, materials, and time and space, that leads to achieving the outcomes in the child's Individual Family Service Plan (IFSP); providing families with information, skills, and support

related to enhancing the skill development of the child; and working with the child to enhance the child's development.

☐ 260–Special Education Aide (Ages 0-2 only) ■ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno ~~Clovis~~ Unified SELPA who require this service for FAPE. If this was required, the district would adopt the service.

☐ 270–Respite Care (Ages 0-2 only) ■ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno ~~Clovis~~ Unified SELPA who require this service for FAPE. If this was required, the district would adopt the service.

■ 340–Intensive Individual Instruction

Provide a detailed description of the services to be provided under this code.

Individualized Education Program (IEP) Team determination that student requires additional support for all or part of the day to meet his or her IEP goals.

☐ *Service is Not Currently Provided*

■ 350–Individual and Small Group Instruction

Provide a detailed description of the services to be provided under this code.

Instruction delivered one-to-one or in a small group as specified in an IEP enabling the individual(s) to participate effectively in the total school program (30 EC 56441.2, 5 CCR 305.1) (Ages 3 through 5 only).

☐ *Service is Not Currently Provided*

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

☑ 415–Speech and Language ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provide remedial intervention for eligible individuals with difficulty understanding or using spoken language. The difficulty may result from problems with articulation (excluding abnormal swallowing patterns, if that is the sole assessed disability); abnormal voice quality, pitch, or loudness; fluency; hearing loss; or the acquisition, comprehension, or expression of spoken language. Language deficits or speech patterns resulting from unfamiliarity with the English language and from environmental, economic, or cultural factors are not included.Services include: specialized instruction and services, monitoring, reviewing, and consultation. Services may be direct or indirect including the use of a speech consultant.

☑ 425–Adapted Physical Education ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Direct physical education services provided by an adapted physical education specialist to pupils who have needs that cannot be adequately satisfied in other physical education programs as indicated by assessment and evaluation of motor skills performance and other areas of need. It may include individually designed developmental activities, games, sports and rhythms, for strength development and fitness, suited to the capabilities, limitations, and interests of individual students with disabilities who may not safely, successfully or meaningfully engage in unrestricted participation in the vigorous activities of the general or modified physical education program. (CCR Title 5 §3051.5).

☑ 435–Health and Nursing: Specialized Physical Health Care ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Health care services means those health services prescribed by the child's licensed physician and/or surgeon, requiring medically related training of the individual who performs the services and which are necessary during the school day to enable the child to attend school (CCR §3051.12(b)(1)(A)). Specialized physical health care services include but are not limited to suctioning, oxygen administration, catheterization, nebulizer treatments, insulin administration and glucose testing (CEC 49423.5 (d)).

☑ 436–Health and Nursing: Other ☐ *Service is Not Currently Provided*

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

Provide a detailed description of the services to be provided under this code.

This includes services that are provided to individuals with exceptional needs by a qualified individual pursuant to an IEP when a student has health problems which require nursing intervention beyond basic school health services. Services include managing the health problem, consulting with staff, group and individual counseling, making appropriate referrals, and maintaining communication with agencies and health care providers. These services do not include any physician-supervised or specialized health care service.IEP-required health and nursing services are expected to supplement the regular health.

☑ 445–Assistive Technology ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any specialized training or technical support for the incorporation of assistive devices, adapted computer technology, or specialized media with the educational programs to improve access for students. The term includes a functional analysis of the student's needs for assistive technology; selecting, designing, fitting, customizing, or repairing appropriate devices; coordinating services with assistive technology devices; training or technical assistance for students with a disability, the student's family, individuals providing education or rehabilitation services, and employers. (34 CFR Part 300.6).

☑ 450–Occupational Therapy ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Includes services to improve student's educational performance, postural stability, self-help abilities, sensory processing and organization, environmental adaptation and use of assistive devices, motor planning and coordination, visual perception and integration, social and play abilities, and fine motor abilities.Services may be provided within the classroom, other educational settings or the home; in a group or on an individual basis; and may include therapeutic techniques to develop abilities; adaptations to the student's environment or curriculum; and consultation and collaboration with other staff and parents. Services provided based upon recommendation of the IEP team and by a qualified occupational therapist registered with the American Occupational Therapy Certification Board. (CCR Title 5 §. 3051.6, EC Part 30 §56363).

☑ 460–Physical Therapy ☐ *Service is Not Currently Provided*

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

Provide a detailed description of the services to be provided under this code.

These services are provided, based on recommendation of the IEP team, by a registered physical therapist, or physical therapist assistant, when assessment shows a discrepancy between gross motor performance and other educational skills. Physical therapy includes, but is not limited to, motor control and coordination, posture and balance, self-help, functional mobility, accessibility and use of assistive devices. Services may be provided within the classroom, other educational settings or in the home; and may occur in groups or individually. These services may include adaptations to the student's environment and curriculum, selected therapeutic techniques and activities, and consultation and collaborative interventions with staff and parents. (B&PC Ch. 5.7, CCR Title 5 §3051.6, EC Part 30 §56363, GC-Interagency Agreements Ch. 26.5.

■ 510–Individual Counseling

Provide a detailed description of the services to be provided under this code.

One-to-one counseling, provided by a qualified individual pursuant to an IEP. Counseling may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. Individual counseling is expected to supplement the regular guidance and counseling program. (34 CFR § 300.24(b)(2), (CCR Title 5 §3051.9).

☐ *Service is Not Currently Provided*

■ 515–Counseling and Guidance ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Counseling in a group setting, provided by a qualified individual pursuant to an IEP. Group counseling is typically social skills development, but may focus on aspects, such as educational, career, personal; or be with parents or staff members on learning problems or guidance programs for students. IEP-required group counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.24.(b)(2)); CCR Title 5 §3051.9) Guidance services include interpersonal, intrapersonal or family interventions, performed in an individual or group setting by a qualified individual pursuant to an IEP. Specific programs include social skills development, self-esteem building, parent training, and assistance to special education students supervised by staff credentialed to serve special education students. These services are expected to supplement the regular guidance and counseling program. (34 CFR 300.306; CCR Title 5 §3051.9).

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

☑ 520–Parent Counseling ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Individual or group counseling provided by a qualified individual pursuant to an Individualized Education Program (IEP) to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. IEP-required parent counseling is expected to supplement the regular guidance and counseling program. (34 CFR §300.31(b)(7); CCR Title 5 §3051.11).

☑ 525–Social Worker ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Services provided pursuant to an Individualized Education Program (IEP) by a qualified individual, includes, but are not limited to, preparing a social or developmental history of a child with a disability; group and individual counseling with the child and family; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. Social work services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24(b)(13); CCR Title 5 §3051.13).

☑ 530–Psychological ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services, provided by a credentialed or licensed psychologist pursuant to an Individualized Education Program (IEP), include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents.These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP. (CFR Part 300 §300.24).IEP-required psychological services are expected to supplement the regular guidance and counseling program. (34 CFR §300.24; CCR Title 5 §3051.10).

☑ 535–Behavior Intervention ☐ *Service is Not Currently Provided*

SELPA: Fresno Unified School District

Fiscal Year: 2024-25

Provide a detailed description of the services to be provided under this code.

A systematic implementation of procedures designed to promote lasting, positive changes in the student's behavior resulting in greater access to a variety of community settings, social contacts, public events, and placement in the least restrictive environment. (CCR Title 5 §3001(d)).

☐ 540–Day Treatment

☑ *Service is Not Currently Provided*

☑ 545–Residential Treatment

Provide a detailed description of the services to be provided under this code.

A 24-hour out-of-home placement that provides intensive therapeutic services to support the educational program. (Welfare and Institutions Code, Part 2, Chapter 2.5, Art. 1, §5671)).

☐ *Service is Not Currently Provided*

☑ 610–Specialized Service for Low Incidence Disabilities

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Low incidence services are defined as those provided to the student population of orthopedically impaired (OI), visually impaired (VI), deaf, hard of hearing (HH), or deaf-blind (DB). Typically, services are provided in education settings by an itinerant teacher or the itinerant teacher/specialist. Consultation is provided to the teacher, staff and parents as needed. These services must be clearly written in the student's Individualized Education Program (IEP), including frequency and duration of the services to the student. (CCR Title 5 §3051.16 & 3051.18).

☑ 710–Specialized Deaf and Hard of Hearing

☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include speech therapy, speech reading, auditory training and/or instruction in the student's mode of communication. Rehabilitative and educational services; adapting curricula, methods, and the learning environment; and special consultation to students, parents, teachers, and other school personnel may also be included. (CCR Title 5 §3051.16

and 3051.18).

☑ 715–Interpreter ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Sign language interpretation of spoken language to individuals, whose communication is normally sign language, by a qualified sign language interpreter.This includes conveying information through the sign system of the student or consumer and tutoring students regarding class content through the sign system of the student. (CCR Title 5, §3051.16).

☑ 720–Audiological ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services include measurements of acuity, monitoring amplification, as well as planning, organizing, and implementing audiology programs. Consultation services with teachers, parents or speech pathologists must be identified in the Individualized Education Program (IEP) as to reason, frequency and duration of contact; infrequent contact is considered assistance and would not be included. (CCR Title 5 §3051.2).

☑ 725–Specialized Vision ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

This is a broad category of services provided to students with visual impairments. It includes assessment of functional vision; curriculum modifications necessary to meet the student's educational needs, including Braille, large type, and aural media; instruction in areas of need; concept development and academic skills; communication skills (including alternative modes of reading and writing); social, emotional, career, vocational, and independent living skills.It may include coordination of other personnel providing services to the students (such as transcribers, readers, counselors, orientation and mobility specialists, career/vocational staff, and others) and collaboration with the student's classroom teacher. (CAC Title 5 §3030(d), EC 56364.1).

☑ 730–Orientation and Mobility ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Students with identified visual impairments are trained in body awareness and to understand

how to move. Students are trained to develop skills to enable them to travel safely and independently around the school and in the community. It may include consultation services to parents regarding their children requiring such services according to an Individualized Education Program (IEP).

☑ 735–Braille Transcription ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Any transcription services to convert materials from print to Braille. It may include textbooks, tests, worksheets, or anything necessary for instruction. The transcriber should be qualified in English Braille as well as Nemeth Code (mathematics) and be certified by appropriate agency.

☑ 740–Specialized Orthopedic ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Specially designed instruction related to the unique needs of students with orthopedic disabilities, including specialized materials and equipment. (CAC Title 5, §3030(e) & 3051.16).

☐ 745–Reading ☑ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno ~~Clovis~~ Unified SELPA who require this service for FAPE. If this was required, the district would adopt the service.

☐ 750–Note Taking ☑ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno ~~Clovis~~ Unified SELPA who require this service for FAPE. If this was required, the district would adopt the service.

☐ 755–Transcription ☑ *Service is Not Currently Provided*

SELPA: Fresno Unified School District Fiscal Year: 2024-25

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno ~~Clovis~~ Unified SELPA who require this service for FAPE. If this was required, the district would adopt the service.

☑ 760–Recreation Service, Including Therapeutic Recreation ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Therapeutic recreation and specialized instructional programs designed to assist pupils to become as independent as possible in leisure activities, and when possible and appropriate, facilitate the pupil's integration into general recreation programs. (CAC Title 5, §3051.15; 20 USC 1401(26(A)(1)) (34 CFR 300.24).

☑ 820–College Awareness ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

The result of acts that promote and increase student learning about higher education opportunities, information and options that are available including, but not limited to, career planning, course prerequisites, admission eligibility and financial aid.

☑ 830–Vocational Assessment, Counseling, Guidance, and Career Assessment ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment and may include provision for work experience, job coaching, development and/or placement, and situational assessment.This includes career counseling to assist student in assessing his/her aptitudes, abilities, and interests in order to make realistic career decisions. (Title 5 §3051.14).

☑ 840–Career Awareness ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Transition services include a provision in paragraph (1)(c)(vi), self-advocacy, career planning, and career guidance. There is a need for coordination between this provision and the Perkins

Act to ensure that students with disabilities in middle schools will be able to access vocational education funds. (34 CFR-§300.29).

☑ 850–Work Experience Education ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Organized educational programs that are directly related to the preparation of individuals for paid or unpaid employment, or for additional preparation for a career requiring other than a baccalaureate or advanced degree. (34 CFR 300.26).

☑ 855–Job Coaching ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A service that provides assistance and guidance to an employee who may be experiencing difficulty with one or more aspects of the daily job tasks and functions. The service is provided by a job coach who is highly successful, skilled, and trained on the job who can determine how the employee that is experiencing difficulty learns best and formulate a training plan to improve job performance.

☑ 860–Mentoring ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

A sustained coaching relationship between a student and teacher through on-going involvement and offers support, guidance, encouragement, and assistance as the learner encounters challenges with respect to a particular area such as acquisition of job skills. Mentoring can be either formal as in planned, structured instruction or informal that occurs naturally through friendship, counseling and collegiality in a casual, unplanned way.

☑ 865–Agency Linkages (referral and placement) ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

Service coordination and case management that facilitates the linkage of individualized education programs under this part and individualized family service plans under part C with individualized service plans under multiple Federal and State programs, such as Title I of the Rehabilitation Act of 1973 (vocational rehabilitation), Title XIX of the Social Security Act (Medicaid), and Title XVI of the Social Security Act (supplemental security income). (34 CFR

§613).

☐ 870–Travel and Mobility Training ■ *Service is Not Currently Provided*

Include an explanation as to why the service option is not included as part of the SELPA's continuum of services available to students with disabilities.

There are currently no students in Fresno Unified SELPA who require this service for FAPE. If this was required, the district would adopt the service.

■ 890–Other Transition Services ☐ *Service is Not Currently Provided*

Provide a detailed description of the services to be provided under this code.

These services may include program coordination, case management and meetings, and crafting linkages between schools and between schools and postsecondary agencies.

■ 900–Other Related Service

Pursuant to Title 5 of the *California Code of Regulations* (5 *CCR*) 3051.24, "other related services" not identified in sections 5 *CCR* sections 3051.1 through 3051.23 must be provided only by staff who possess a license to perform the service issued by an entity within the Department of Consumer Affairs or another state licensing office; or by staff who hold an credential issued by the California Commission on Teacher Credentialing authorizing the service. If code 900 is used, include the information below. Users may select the "+" and "-" buttons to add or delete responses.

☐ *Service is Not Currently Provided*

+ - Description of the "Other Related Service"

Other special education/related services: These specialized services in Auditory Therapy are provided to Deaf/DHOH students who required individual services to train listening skills and interpretation of the incoming hearing aid/cochlear implant signals. This service is provided by an individual certified in Auditory Therapy.

Qualifications of the Provider Delivering "Other Related Service"

Auditory Therapy

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-12

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Agreement with A & A Crane Services

ITEM DESCRIPTION: Included in the Board binders is an agreement with Fresno Unified School District and A & A Crane Services. This agreement will provide Cal OSHA Certification for 19 General Maintenance employees to operate the district's boom truck. This will ensure safe operation and compliance with state regulations.

FINANCIAL SUMMARY: Suffient funds in the amount of $28,500 are available in the One-Time Facilities Fund.

PREPARED BY: Lodgerio Jorge

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

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Contract Routing Form

Request for Risk Management Approval

Please review the agreement that was routed by email (also linked below-Budget Manager Final version).

If agreement is approved:

1. On PDF, apply your initials and stamp final page
2. Attach to this routing by uploading in "Approved as to Form" field below
3. Complete the process by scrolling down to Risk Management approval for routing to continue to CFO office.

If there is an issue with the agreement:

1. Utilize the PDF version to redline
2. Send back to Department contact
3. The vendor will need to initial the remarks
4. The Department contact will email you the initialed document
5. Apply your initials and stamp final page
6. Come back to this form, upload the Approved as to Form
7. Apply approval at bottom of form to continue routing

Budget Manager signed-FINAL Upload

A&A contract 42324.pdf 423.18KB

Risk Management Approved as to Form * Upload the document for routing to CFO office

Upload

VENDOR INFORMATION

A & A Crane Service

Vendor Address * PO Box 2723, Fresno, CA 93745

Vendor Contact * Primary/Signature Authority

Shawn Arcularius

Vendor Contact (Title) * Owner

Vendor Email * 71limitless@gmail.com

Vendor Contact Phone * 559-268-8956

SCHOOL SITE/DEPARTMENT INFORMATION

Site/Department * Maintenance And Operations

Site Contact Email * Robert.Renovato@fresnounified.org

Site Contact Phone * 5594573128

CONTRACT DETAILS

Contract Total $ 28,500.00

Amount is:* Authorized as Not to Exceed

Contract Start Date* 3/25/2024

Contract End Date* 6/30/2024

Budget

Fund*	Unit*	Dept*	Objt*	Actv*	Func*	Amount*	
030	0188	919	6400	0000	8100	28500	✕
.	.	919	.	.	.	.	✕
.	.	919	.	.	.	.	✕

Click "Add" below to insert rows for multiple budget lines

Add

Budget Manager* Robert.Renovato@fresnounified.org

Fingerprint Requirements* 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.

- (●) Yes
- ( ) No

Summarized Services to be provided* For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval. (Maximum of 200 characters)

Contractor will provide Cal OSHA Certification of the new district knuckle boom truck.

Date item is to appear on Board of Education Agenda: (Contracts of $15,000 or more) 5/22/2024

Do you want to submit this contract with the Bundled Contracts Agenda Item?* (Contracts under $15,000 should be submitted in the June Bundle) No, this will be taken to the BOE separately

Routing Approvals

Review Instructions:

- Approval: apply signature and click submit button on bottom of this page
- Rejection: change phase from FINAL to DRAFT and click reject button on bottom of this page. Apply comments so that the initiator/requestor will know what may need to me modified, or why this contract is rejected.

Contract Phase FINAL

Department Leader Robert.Renovato@fresnounified.org

Department Leader Signature Robert Renovato

Robert Renovato | 5/1/2024 5/1/2024 9:13:16 PM

Cabinet Level Officer Chief Operations Officer

Cabinet Level Officer



Paul Idsvoog | 4/16/2024 4/16/2024 3:23:37 PM

Risk Management * Stacey Sandoval

Sign

Mai Moua 5/1/2024 5/1/2024 9:17:34 PM

Reviewer/Approver: Use the comments box below to provide feedback or request changes to be made. The comments will be sent to the originator so that appropriate updates can be made for resubmission.

Action History (UTC-08:00)

Click here to Continue — by Hilary Chartier 3/22/2024 8:08:12 AM (What needs to be purchased)

Submit — by Hilary Chartier 4/4/2024 9:49:18 AM (Generate Contract)

California OSHA Certification Training for the proper use of the Maintenance's new Knuckle Crane. Training for 19 employees, at $1,500 per employee to become certified.

- The task was assigned to Hilary Chartier. The due date is: March 25, 2024 5:00 PM 3/22/2024 8:08:13 AM
- Hilary Chartier reassigned the task to Lodgerio Jorge 4/3/2024 1:23:45 PM
  Please review information.
- Lodgerio Jorge reassigned the task to Hilary Chartier 4/3/2024 3:11:47 PM

Submit — by Hilary Chartier 4/15/2024 1:36:08 PM (Modify Draft Contract)

- The task was assigned to Hilary Chartier 4/4/2024 9:49:57 AM

Submit — by Hilary Chartier 4/16/2024 8:18:28 AM (Modify Draft Contract)

- The task was assigned to Hilary Chartier 4/15/2024 1:36:23 PM

Approve — by Robert Renovato 4/16/2024 8:45:21 AM (Review by Dept Head)

- The task was assigned to Robert Renovato. The due date is: April 17, 2024 4:00 PM 4/16/2024 8:18:29 AM

Approve — by Paul Idsvoog 4/17/2024 9:46:37 AM (Review by Cabinet)

- The step was restarted by Toni Jorge 4/16/2024 3:23:37 PM
- The task was assigned to Ruth Perez. The due date is: April 17, 2024 4:00 PM. The priority is: High 4/16/2024 3:23:38 PM
- Ruth Perez reassigned the task to Paul Idsvoog 4/17/2024 9:08:59 AM
  Ready for your review/approval.

Reject — by Mai Moua 4/18/2024 1:32:38 PM (Review by Risk Management)

Please check mark the box on page 5, paragraph 5 "No" & answer paragraph 6, 7, & 8.

- The task was assigned to Mai Moua. The due date is: April 22, 2024 5:00 PM 4/17/2024 9:46:52 AM

Submit — by Hilary Chartier 4/23/2024 10:03:40 AM (Modify Draft Contract)

- The task was assigned to Hilary Chartier 4/18/2024 1:32:40 PM

'Review by Risk Management' was assigned to Mai Moua 5/1/2024 9:17:33 PM

Fresno Unified School District

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721

Achieving our Greatest Potential!

GENERAL INFORMATION **Contract Number:** 162752 Federal Funding will not be used

School/Department Budget:	030	0188	919	6400	0000	8100
	.	.	919	.	.	.
	.	.	919	.	.	.

District Contact Person: Robert.Renovato@fresnounified.org

Budget Manager Approval: _____

Contractor's Vendor Name: A & A Crane Service

Contractor's Contact Person: Shawn Arcularius

Contractor's Title: Owner

Contractor's Telephone Number: 559-268-8956

Contractor's E-mail: 71limitless@gmail.com

Contractor's Address: PO Box 2723, Fresno, CA 93745

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. Yes

This Independent Contractor Services Agreement is made and entered into effective March 25, 2024 (the "Effective Date") by Fresno Unified School District ("District") and A & A Crane Service ("Contractor").

1. Contractor Services. Contractor agrees to provide

Contractor will provide Cal OSHA Certification on the new district knuckle boom truck.
There will be 2 8-hour classes (day 1- in class work, day 2- training on equipment and 1 follow-up day for certification cards).The cost of training is $1,500 per employee. There are 19 employees who will be taking the training for a total of $28,500.

c.) SPECIFIC TASKS

d.) DELIVERABLES AND DELIVERY SCHEDULE

e.) NOTICE REGARDING LATE DELIVERY

f.) PERSONNEL/KEY PERSONNEL

g.) GENERAL ACCEPTANCE CRITERIA

h.) HOURS OF WORK

Academic Return on Investment

to be completed by district staff

Situation	Inputs	Outputs		Outcomes		
				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*
Unable to move product and goods.	The purchase of new truck and new boom lift.	Helping and assisting all departments.	Crewmembers will be trained on a regular basis to have knowledge of all operating components.	All genera maintenance crews.	Evaluate performance and operations of equipment.	Positive outcome with one-on-one reviews.

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 March 25, 2024, and shall terminate on June 30, 2024. 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 $1,500.00 per n/a, not to exceed $28,500.00. Checks will be made payable to A & A Crane Service. 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 SA

   a. Lodging $.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*

   b. Meals $.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*

   c. Travel $.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies $.00 As negotiated with school/department contracting for service.

   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $28,500.00

   f. Other $.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 SA 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials SA 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 thenotice.

District:

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

Contractor: A & A Crane Service

Name: Shawn Arcularius

Address:
PO Box 2723, Fresno, CA 93745

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 ofEducation.

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

CONTRACTOR

A & A Crane Service

Shawn Arcularius

Name: Shawn Arcularius *, Title:* Owner

4-15-24

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

May 3, 2024

Date

2nd time it has been put in

FRESNO UNIFIED SCHOOL DISTRICT
MAINTENANCE & OPERATION
REQUISITION

School	Person Requesting	Date
Service Center	Dean Ertl	2-27-24

Stock	Non Stock	Work Order	Suggested Vendor
			A & A Crane Service

Line Item #	Quan.	Unit	DESCRIPTION	Unit Price	Amount	Price Change
	19		Train & Certify employees			
			Cal Osha certification and		$ 2850.00	
			rigging training to operate			
			our new Knuckle Boom			
Service Manager Approval:						
Executive Director Approval: 3/21/24						
○ >$2,000 - 2 quotes / ○ > $10,000 - 3 quotes			Shipping			
Purchasing Note:			Tax			
Budget No.			Total		2850.00	

JUSTIFICATION:

Train employees for our new Knuckle Boom truck.

Purchasing Office Use Only

Approved By:	P.O. #/Vendor
	#
Buyer #	Vendor:
Note:	

Shop Use Only	Received by
	Signature/ Buyer #
	Date

A & A Crane Service

P.O. Box 2723
Fresno, CA 93745
Ph: 559-268-8956
Cell: 559-974-0685

Estimate

Date	Estimate #
2/27/2024	00074

Name / Address
Fresno Unified School District Attn. Accounting Dept. 2309 Tulare Street Fresno, CA 93721-2287

Project

Description	Qty	Rate	Total
19 Students Cal Osha Certification and rigging training for knuckle boom crane	19	1,500.00	28,500.00
		Total	$28,500.00

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-13

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Agreement with Break the Barriers for July 2024 Swim Lessons

ITEM DESCRIPTION: Included in the Board binder is an agreement with Break the Barriers, who is a Board approved Request for Qualifications (RFQ) 22-09 vendor. Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied literacy and/or mathematics through real-world and student-centered experiences, Visual and Performing Arts (VAPA), Science, Technology, Engineering, and Mathematics (STEM), and/or Sports and Fitness enrichment outside of the regular school day.

Break the Barriers will offer five swimming sessions beginning July through August as outlined in the agreement. Swim Lessons will be available to all currently enrolled Fresno Unified students in grades Transitional Kindergarten through grade 12, and swim classes are 30 minutes long. Registration will be handled by the Expanded Learning Department and attendance will be handled by Break the Barriers and shared with the Expanded Learning Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $162,463 are available in the Expanded Learning Department Expanded Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward,

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

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

24344	
Vendor Number	
Break the Barriers	8555 N. Cedar Ave. Fresno, CA 93720
Vendor Name	***Address***
559-307-0729	Jared Hergenrader
Phone Number	***Vendor Contact***
From: 7/1/2024	**Through:** 8/1/2024
Term (Duration)	

FUSD Contract Administrator:

Jeremy Ward	CCR / Expanded Learning	559-248-7560
Name	*Site/ Dept*	*Telephone number*

Budget ***(****Fund-Unit-Dept.-Activity-Function-Object)*** 060-2600-0791-1110-4000-5899

Annual Cost $162,463.55 (Estimated Amount)

Fingerprint Requirements: *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, asrequired therein.* ***Yes*** ☑ ***No*** ☐

Scope of Work Summary:

Break the Barriers agrees to provide 30-minute swim lessons for Fresno Unified students July 1st - August 1st, 2024, off-site. Break the Barriers will provide swimming lessons over the summer to ensure students gain water safety and swimming skills. Vendor will serve 912 Fresno Unified students in grades Transitional Kindergarten through 12th and agrees to submit attendance for students attending the program, manage student roster(s) along with waitlists as necessary, and maintain communication with families of enrolled students and the Expanded Learning department. Break the Barriers agrees to handle the student data obtained through the registration process and for the purpose of the program in accordance with Fresno Unified's data security and privacy policies as well as in accordance with all applicable laws and regulations. Break the Barriers agrees to utilize the student data solely for the purposes of performing legitimate educational purposes related to program(s) outlined in this agreement. Break the Barriers will receive a 40% advance payment prior to the start of summer swim lessons. At the conclusion of summer swim lessons, Break the Barriers agrees to submit an Executive Summary report outlining each week of program offered along with a final invoice less the advancement.

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:** 06/20/24 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**	Jeremy Ward (May 8, 2024 18:21 PDT)	May 8, 2024
	Signed	*Date*
Reviewed & approved by **Cabinet Level Officer**		5/29/2024
	Signed	*Date*
Reviewed & approved by **Risk Management**		Jun 6, 2024
	Signed	*Date*

Please return signed agreement back to (name/email) : AMY CHA / Amy.Cha@fresnounified.org

Revised 9/20/23

Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-4000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: Jeremy Ward (May 8, 2024 18:21 PDT)

Contractor's Vendor Name: Break the Barriers

Contractor's Contact Person: Jared Hergenrader

Contractor's Title: CEO

Contractor's Telephone Number: 559-307-0729

Contractor's E-mail: jared@breakthebarriers.org

Contractor's Address: 8555 N. Cedar Ave. Fresno, CA 93720

This Independent Contractor Services Agreement is made and entered into effective 7/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Break the Barriers ("Contractor").

1. Contractor Services. Contractor agrees to provide

Session 1: Break the Barriers will provide one three-day long 30-minute swim lessons, Monday through Wednesday, from July 1st – July 3rd, 2024. There will be eight different class times. Each class time will serve up to 30 Fresno Unified students in grades TK – 12th, for a total of 240 students. Class times for session 1 are as follows:
Class 1: 1:45 PM - 2:15 PM, Class 2: 2:30 PM - 3:00 PM, Class 3: 3:15 PM - 3:45 PM, Class 4: 4:00 PM - 4:30 PM, Class 5: 4:45 PM - 5:15 PM, Class 6: 5:30 PM - 6:00 PM, Class 7: 6:15 PM - 6:45 PM, and Class 8: 7:00 PM - 7:30 PM.

Sessions 2, 3 and 4: Break the Barriers will provide three 30-minute swim lesson sessions that are four days long, Monday through Thursday. Session 2 will occur July 8th – 11th, Session 3 will occur July 15th - July 18th, and Session 4 will occur July 22nd - July 25th, 2024. There will be six different class times per session. Five class times will serve up to 30 Fresno Unified students in grades TK – 12th per session, and one class time will be reserved to provide swim lessons for students with disabilities or special needs, in collaboration with Fresno Unified Special Education department, to serve up to 14 students with disabilities or special needs per session, for a total of 492 students. Session 2 swim lessons for students with disabilities or special needs will be for grades 3rd – 5th from 5:30 pm – 6 PM, session 3 will be for grades 6th – 8th from 6:15 PM – 6:45 PM, and session 4 will be for grades 9th – 11th from 7 PM – 7:30 PM.
Session 5: Break the Barriers will provide one four-day long 30-minute swim lessons, Monday through Thursday, from July 29th – August 1st, 2024. There will be six different class times. Each class time will serve up to 30 Fresno Unified students in grades TK – 12th, for a total of 180 students.
The class times for sessions 2 - 5 are as follows:
Class 1: 3:15 PM - 3:45 PM, Class 2: 4 PM - 4:30 PM, Class 3: 4:45 PM - 5:15 PM, Class 4: 5:30 PM - 6 PM, Class 5: 6:15 PM - 6:45 PM, and Class 6: 7 PM - 7:30 PM
Students will have the opportunity to learn how to swim with certified swim instructors and lifeguards on duty.

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

3. Term. This Agreement shall begin on 7/1/2024 , and shall terminate on 8/1/2024 . 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 $162,463.55 per contract, not to exceed $162,463.55 . Checks will be made payable to . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ **Yes** (See below) ☑ **No**, Vendor initial here Jh

   a. Lodging _____ Actual cost of single occupancy. Not to exceed $113 per night. **Receipt Required.*

   b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. **Receipt Required.*

   c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies _____ As negotiated with school/department contracting for service.

   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $162,463.55

   f. Other _____

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

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

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

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

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

Contractor's initials Jh _____ 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. T**he 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials Jh 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 thenotice.

District:

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

Contractor: Break the Barriers

Name: Jared Hergenrader

Address:
8555 N. Cedar Ave.
Fresno, CA 93720

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.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Break the Barriers

Jared Hergenrader (May 8, 2024 16:48 PDT)

Name: *Jared Hergenrader* ***,Title:*** CEO

May 8, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Jun 6, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-14

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Agreement with the City of Fresno for July 2024 Swim Lessons and Recreational Swim

ITEM DESCRIPTION: Included in the Board binder is an agreement with the City of Fresno Parks After School Recreational and Community Services (PARCS), which is a Board approved Request for Qualifications (RFQ) 22-09 vendor. Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied literacy and/or mathematics through real-world and student-centered experiences, Visual and Performing Arts (VAPA), Science, Technology, Engineering, and Mathematics (STEM), and/or Sports and Fitness enrichment outside of the regular school day.

City of Fresno PARCS will offer three swim sessions at seven high schools: Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, and Sunnyside, and eight days of Recreational swimming at five high schools: Edison, Fresno, Hoover, McLane, and Roosevelt.

Swim Lessons will be scheduled Monday through Friday at Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, and Sunnyside as follows:

- Session two (one week): July 1, 2, 3, and 5, 2024 from 3:00 PM – 7:00 PM,
- Session three (two weeks): July 8 - 19, 2024 from 8:00 AM – 12:00 PM, and
- Session four (one week): July 22 – 26, 2024 from 8:00 AM - 11:30 AM.

Recreation Swim will be from 12:00 PM – 5:00 PM on Saturdays and Sundays at Edison, Fresno, Hoover, McLane, and Roosevelt as follow: July: 6, 7, 13, 14, 20, 21, 27, and 28, 2024. Swim Lessons and Recreational swimming will be available to all currently enrolled Fresno Unified students in grades Preschool through grade 12. Registration and attendance will be handled by the City of Fresno PARCS and shared with the Expanded Learning Department. Approval of this contract is recommended.

FINANCIAL SUMMARY: Sufficient funds in the amount of $233,333 are available in the Expanded Learning Department Expanded Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward,

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

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

07865
Vendor Number

City of Fresno PARCS Department — **Vendor Name**
2600 Fresno Street Fresno, CA 93721 — ***Address***
559-621-7900 — ***Phone Number***
Georgeanne White — ***Vendor Contact***

From: 7/1/2024 **Through:** 7/28/2024
Term (Duration)

FUSD Contract Administrator:
Jeremy Ward — *Name*
CCR / Expanded Learning — *Site/ Dept*
559-248-7560 — *Telephone number*

Budget ***(****Fund-Unit-Dept.-Activity-Function-Object)* 060-2600-0791-1110-4000-5899

Annual Cost $233,333.65 (Estimated Amount)

Fingerprint Requirements: *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, asrequired therein.* ***Yes*** ☑ ***No*** ☐

Scope of Work Summary:

City of Fresno PARCS Department agrees to provide swim lessons and recreational swim for Fresno Unified students in July 2024 on-site. Vendor will provide swimming lessons to ensure students gain water safety and swimming skills. Vendor agrees to serve 2,304 Fresno Unified students in Preschool through 12th grade, and submit attendance for students attending the program, manage student roster(s) along with waitlists as necessary, and maintain communication with families of enrolled students and the Expanded Learning department. City of Fresno PARCS Department will receive a 40% advance payment prior to the start of summer swim lessons and recreational swim. At the conclusion of summer swim lessons and recreational swim, City of Fresno PARCS Department agrees to submit an Executive Summary report outlining information for each week of program offered along with a final invoice less the advancement amount received.

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 06/20/24 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:** Jeremy Ward (May 9, 2024 16:49 PDT) — *Signed* — May 9, 2024 — *Date*

Reviewed & approved by **Cabinet Level Officer** — *Signed* — 5/29/2024 — *Date*

Reviewed & approved by **Risk Management** — *Signed* — Jun 6, 2024 — *Date*

Please return signed agreement back to (name/email) : AMY CHA / Amy.Cha@fresnounified.org

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-4000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: Jeremy Ward (May 9, 2024 16:49 PDT)

Contractor's Vendor Name: City of Fresno PARCS Department

Contractor's Contact Person: Georgeanne White

Contractor's Title: City Manager

Contractor's Telephone Number: 559-621-7900

Contractor's E-mail: georgeanne.white@fresno.gov

Contractor's Address: 2600 Fresno Street Fresno, CA 93721

This Independent Contractor Services Agreement is made and entered into effective 7/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and City of Fresno PARCS Department ("Contractor").

1. Contractor Services. Contractor agrees to provide

City of Fresno PARCS agrees to provide summer swim sessions and recreational swim in July 2024 on-site as follows:
City of Fresno PARCS will offer 3 sessions of swim lessons and 8 days of recreational swim at 7 sites: Hoover, Fresno High, Mclane, Edison, Roosevelt, Sunnyside, and Bullard. Swim Lessons will be scheduled Monday-Friday at Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, and Sunnyside as follows: Session 2 (1 week): July 1, 2, 3, and 5, 2024 from 3 PM - 7 PM, Session 3 (2 weeks): July 8 - 19, 2024 from 8 AM - 12 PM, and Session 4 (1 week): July 22 - 26 , 2024 from 8 AM - 11:30 AM, Monday through Friday. Recreation Swim will be from 12 PM - 5 PM on Saturdays and Sundays at Edison, Fresno, Hoover, McLane, and Roosevelt as follows: July: 6, 7, 13, 14, 20, 21, 27, and 28, 2024.
City of Fresno PARCS will provide swim lessons for up to 192 students each at Edison, Fresno, Hoover, McLane, and Roosevelt and 96 each at Sunnyside and Bullard for a total of 1152 PS - 12th graders during Session 3, and 96 students each at Edison, Fresno, Hoover, McLane, and Roosevelt and 48 each at Sunnyside and Bullard druing sessions 2 and 4, for a total of 1152 PS - 12th graders during sessions 2 and 4. Total number of students that will be served in sessions 2, 3 and 4 is 2,304 students. Capacity for recreational swim varies by location. Capacity will be judged by area being used to ensure safety standards are upheld. Overcrowding of shallow/deep water will not be allowed to ensure everyone can enjoy their time safely. Recreational Swim will be on a first come first-serve basis and students will rotate out if needed.
City of Fresno PARCS agrees to a ratio of 1 staff to 20 students for students in grades 1 and up and a ratio of 1 staff to 10 students for students in TK/Kindergarten. The total cost of the camp is $233,333.65.
City of Fresno PARCS agrees to handle the student data obtained through the registration process and for the purpose of the program in accordance with Fresno Unified's data security and privacy policies as well as in accordance with all applicable laws and regulations. City of Fresno PARCS agrees to utilize the student data solely for the purposes of performing legitimate educational purposes related to program(s) outlined in this agreement and not for any advertisement or promotional purposes.

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

3. Term. This Agreement shall begin on 7/1/2024 , and shall terminate on 7/28/2024 . 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 $233,333.65 per contract, not to exceed $233,333.65 . Checks will be made payable to . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ **Yes** (See below) ☑ **No**, Vendor initial here GAW

   a. Lodging _____ Actual cost of single occupancy. Not to exceed $113 per night. **Receipt Required.*
   b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. **Receipt Required.*
   c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies _____ As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $233,333.65
   f. Other _____

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

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

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

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

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

Contractor's initials GAW 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. District agrees that this Agreement shall in no way act to abrogate or waive any immunities available to CITY under the Tort Claims Act of the State of California or California Government Code Section 810 et seq.

    a. Subject to California Government Code Section 810 et seq and the Tort Claims Act of the State of California, 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. T**he District shall be named as an additional insured on the policies.** A Certificate of Insurance 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials GAW 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 thenotice.

District:

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

Contractor: City of Fresno PARCS Department

Name: Georgeanne White

Address:
2600 Fresno Street
Fresno, CA 93721

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.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

City of Fresno PARCS Department

Georgeanne A White

Georgeanne A White (May 9, 2024 14:21 PDT)

Name: Georgeanne White ***,Title:*** City Manager

May 9, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Jun 6, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-15

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Agreement with Career Nexus

ITEM DESCRIPTION: Included in the Board binders is a sub-lease agreement with Career Nexus for the creation of a college and career experience and support center, previously called the IDEA (Innovation, Design, Experience, and Apprenticeship) Center, located on the corners of Shields and Millbrook Avenues, with the purpose of increasing equitable access to student-centered and real-world learning experiences. The college and career experience and support center would expand access to work-based learning and paid internships resulting in industry-recognized certifications, career themed field trips, summer and winter camps for students of all grade-levels, and college and career advising to provide an on-ramp to high-skill, high-wage industry sectors for our students. The proposed IDEA Center includes space for the relocation of the College and Career Readiness Department as well as collaboration and office space for local industry partners including Career Nexus.

Funds for the facility are secured through a grant with the local K16 Collaborative combined with carryover funds from the Expanded Learning Opportunities Program (ELOP) which will cover the $601,940 cost of the sub-lease with Career Nexus for the first year as well as the required maintenance, a security deposit of $14,500 and $500,000 in tenant improvements before occupancy for a combined contract amount estimated to $1,116,440. No additional funds are requested.

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,116,440 are available in the K16 Collaborative and Expanded Learning Opportunities Program budgets.

PREPARED BY: Jeremy Ward

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

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

32561
Vendor Number

Career Nexus
Vendor Name

700 N. Van Ness, Suite 103, Fresno, CA 93621
Address

559-272-3880
Phone Number

Kurt Madden
Vendor Contact

From: 7/1/2024 **Through:** 6/30/2025
Term (Duration)

FUSD Contract Administrator:
Jeremy Ward — *Name*

College & Career Readiness — *Site/ Dept*

559-248-7465 — *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Function-Object)* 060-2600-0791-5600-1110-2700/060-9073-0710-56(

Annual Cost $ 1,116,440.00 (Estimated Amount)

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

Yes ☐ ***No*** ☑

Scope of Work Summary:

Creation of a college and career experience and support center, in partnership with Career Nexus, to increase equitable access to student-centered and real-world learning experiences. Enter into a sub-lease agreement with Career Nexus - facility located on the corner of Millbrook and Shields. The sub lease includes two facilities, adjacent to each other, that equal over 36,000 total square feet. Facility and partnership with Career Nexus will benefit Fresno Unified Students in obtaining industry recognized certifications, paid internships, dual enrollment, career themed field trips and summer and winter camps for students of all grade-levels, college advising through connections with higher education and industry partners, and an on-board to high-skill, high-wage industry sectors.

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 06/20/24 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:** — *Signed* — 6/5/24 *Date*

Reviewed & approved by **Cabinet Level Officer** — *Signed* — 06/17/24 *Date*

Reviewed & approved by **Risk Management** — *Signed* — Jun 17, 2024 *Date*

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

Revised 9/20/23

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721

Fresno Unified School District

Achieving our Greatest Potential!

GENERAL INFORMATION **Contract Number:** 175569 Federal Funding will not be used

School/Department Budget:	060	2600	0791	5600	1110	2700
	060	9073	0710	5600	3800	2700
	.	.	.	.	.	.

District Contact Person: Tressa.Overstreet@fresnounified.org

Budget Manager Approval: Amy Streeta-Johnson Jeremy Ward (Jun 4, 2024 16:21 PDT)

Contractor's Vendor Name: Career Nexus

Contractor's Contact Person: Kurt Madden

Contractor's Title: CEO

Contractor's Telephone Number: 559-272-3880

Contractor's E-mail: kurt.madden@careernexus.org

Contractor's Address: 700 N. Van Ness, Suite 103, Fresno, CA 93621

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 July 1, 2024 (the "Effective Date") by Fresno Unified School District ("District") and Career Nexus ("Contractor").

1. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Creation of a college and career experience and support center, in partnership with Career Nexus, to increase equitable access to student-centered and real-world learning experiences. Enter into a sub-lease agreement with Career Nexus - facility located on the corner of Millbrook and Shields. The sub lease includes two facilities, adjacent to each other, that equal over 36,000 total square feet.
Facility and partnership with Career Nexus will benefit Fresno Unified Students in obtaining industry-recognized certifications, paid internships, dual enrollment, career themed field trips and summer and winter camps for students of all grade-levels, college advising through connections with higher education and industry partners, and an on-board to high-skill, high-wage industry sectors.

b.) REQUIREMENTS: Contract with Career Nexus to provide a career-learning environment for Fresno Unified Students. Sub-lease agreement include space for relocation of College and Career Readiness Department, including collaboration and office space for local industry partners including Career Nexus. District will pay a monthly cost associated for space, which includes insurance, security costs, lease payments, lease deposit, utilities, and maintenance.

c.) SPECIFIC TASKS: See attached IDEA Campus Management and Services Agreement

g.) GENERAL ACCEPTANCE CRITERIA: See attached IDEA Campus Management and Services Agreement

Academic Return on Investment

to be completed by district staff

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Medium-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Expand student-centered and real-world learning experiences (FUSD Student Goal 2) including the expansion of work-based learning opportunities such as industry-recognized certifications and internships.	Industry certifications for both teachers/staff and students; industry partners willing to mentor and host work-based learning opportunities for students – including internships; data system for tracking real-time data; create agreement with Career Nexus to create on-site college and career readiness opportunities for students.	Offer paid internships for students with Career Nexus	High school students, grades 9-12	Increase the number and percentage of students receiving internships from 1,949 total internships in 2022/23 at over 100 locations to 2,000 total internships in 2024/25	Students will better understand access to resources and postsecondary opportunities	Data study including the number of work-based learning experiences in a student's Fresno Unified experience (PK-12) and the positive impact on postsecondary enrollment and workforce development data for the City and County of Fresno. current unemployment rate is 8.1%; goal is to decrease the unemployment rate to 7.0%

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 July 1, 2024, 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 $1,116,440.00 per n/a, not to exceed $1,116,440.00. Checks will be made payable to Career Nexus. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

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

   a. Lodging $.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): $1,116,440.00
   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 VAM ; 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.

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    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.

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Contractor's initials VAM ,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: Career Nexus

Name: Kurt Madden

Address:
700 N. Van Ness, Suite 103, Fresno, CA 93621

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

CONTRACTOR

Career Nexus

Name: Kurt Madden ***, Title:*** CEO

6-4-24

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Jun 17, 2024

Date

IDEA CAMPUS MANAGEMENT AND SERVICES AGREEMENT

THIS IDEA CAMPUS MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into this 24th day of June 2024 (the "Effective Date") by and between FRESNO UNIFIED SCHOOL DISTRICT ("District"), and CAREER NEXUS, a California nonprofit corporation ("Manager") (District and Manager are together the "Parties" and each a "Party").

RECITALS

WHEREAS, District seeks to contract with Manager to provide a career-learning environment to its students;

WHEREAS, to provide the career-learning environment to District, Manager requires a large space to hold students, staff, manufacturing equipment, safe zones, walk lanes, conference rooms, restrooms, employer training staff, and offices;

WHEREAS, District desires to utilize such space and Manager seeks to provide such space as the tenant of record and property manager, District will pay a monthly cost associated with the IDEA Campus, which includes insurance, security costs, lease payments, lease deposit, utilities, and maintenance (see Schedule 1);

WHEREAS, using its connections and experience, Manager desires to engage and provide employer partners for the learning and career training for the students, to serve as employer of record for the students, and to provide students with stipends for their work at the IDEA Campus.

NOW, THEREFORE, in consideration of the premises and promises set forth herein and for other good and valuable consideration, intending to be legally bound, Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 "Security Deposit" shall mean security deposit required for sub-lease agreement as specified in Schedule I.

1.2 "Additional Monthly Costs" shall mean the costs itemized in Chart C.1: Utilities, Maintenance, Security Systems and Monitoring, Insurance Requirements Costs.

1.3 "Annual Costs" shall mean the costs specified in Schedule II column E rows 1-8, in which E8 of Schedule II is calculated based on eight (8) months.

1.4 “Cost to Launch” shall mean the Lease Downpayment in Schedule I and two (2) months of the Total Monthly Costs in Schedule II: column D, row 1.

1.5 “Career-Learning Services” shall mean paid, supervised work experience, career preparation, and other real-world workforce skills training.

1.6 “Insurance Requirements Costs” shall mean $3,000 per month.

1.7 “Lease Cost” shall mean the amounts provided for in Schedule II, column B.

1.8 “Tenant Improvements” shall mean necessary facility improvements for occupancy, not to exceed $500,000 as specified in Schedule III.

1.9 **“**IDEA Campus” shall mean the property located at 3240 North Millbrook, Building A & B, Fresno, CA 93726 and referred to as the Leased Premises in the Lease Agreement, executed March 14, 2024, attached hereto as Exhibit A.

1.10 “Reimbursements” shall mean any unforeseen expenses or costs incurred by the Manager in performance of this Agreement or any expenses or costs that have been paid by Manager on behalf of the District, including, among other things, IDEA Campus Service Fee, etc.

1.11 “Student Stipend” shall mean $1,000 per student.

1.12 “Tech Infrastructure and Ongoing Support” all technology infrastructure, equipment, and support needed for the IDEA Campus to conduct and provide the Career-Learning Services.

1.13 “Total Monthly Costs” shall mean the Lease Cost in Schedule II plus the Additional Monthly Costs in Chart C.1.

1.14 “Utilities True Up” shall mean a financial reconciliation conducted by the Manager after the end of each fiscal year of the Term of this Agreement in which the estimated amounts for Annualized Additional Monthly Costs of Utilities in Chart C.1 shall be reconciled with actual utility use and the difference of which shall either be charged or refunded to the District depending on whether there is deficiency or surplus for that particular year.

ARTICLE II

TERM

2.1 This Agreement shall be effective as of the Effective Date above and shall continue for a period of time equal to the duration of the term of the attached Lease Agreement described in Section 2 of the Lease Agreement.

2.2 Should the Lease Agreement be extended, pursuant to Section 40 of the Lease Agreement, this Agreement shall be extended for an equal term and be modified to reflect any changes in the Lease Payment or any other obligations in this Agreement that are derived from the Lease Agreement.

2.3 Should the District opt to purchase the IDEA Campus, provided for in Section 39 of the Lease Agreement, this Agreement will terminate simultaneously at the time the Lease Agreement and any outstanding or closing costs shall be due by the date of the termination.

ARTICLE III

DISTRICT'S RESPONSIBILITIES

3.1 District shall pay directly to Manager Cost to Launch within thirty (30) days of the Effective Date of this Agreement.

3.2 District shall pay directly to the Manager the Total Monthly Costs within thirty (30) days of the date of the invoice, which will be issued during the first week of each month.

3.3 District shall obtain, provide, and implement the Tech Infrastructure and provide Ongoing Support throughout the Term of this Agreement.

3.4 District shall reimburse Manager for Reimbursements submitted by the Manger to the District within thirty (30) days of receipt.

3.5 District shall execute security deposit by June 25, 2024.

ARTICLE IV

MANAGER'S RESPONSIBILITIES

4.1 Manager shall be the tenant of record in the Lease Agreement.

4.2 Manager shall provide Career-Learning Services during each academic year (Fall semester, Spring semester, and Summer session) during the Term of this Agreement, with a Fall, 2024 tentative start date.

4.3 Manager shall provide stipends for up to 175 students per academic year.

4.4 Manager shall provide a $1,000 stipend, per semester or session, to each participating student.

4.5 Manager shall be the employer of record for the participating students.

4.6. Manager shall ensure the IDEA Campus has a proper security and monitoring system and is properly insured and maintained. District shall also be allowed to request tenant improvements for the IDEA Campus through the Manager up to an aggregate amount of $500,000, which the District shall provide the funding for said tenant improvements.

4.7 Manager shall conduct an annual Utilities True Up. Refunds shall be due to the District within sixty (60) days of the end of the applicable fiscal year and deficiencies shall be due by the District within thirty (30) days of receiving the financial reconciliation showing the deficiency for that particular year by the Manager.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by and construed and enforced in accordance with the laws of the State of California

5.2 Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation to attempt to reach a resolution with the assistance of a mutually acceptable mediator. Agreement on an acceptable, qualified mediator cannot be unreasonably withheld. Neither party shall be permitted to file legal action without first meeting in mediation and making a good-faith attempt to reach a mediated resolution. The costs of the mediator shall be paid equally by the Parties. If a mediated Dispute settlement is reached, neither Party shall be deemed the prevailing party for purposes of settlement and each Party shall bear its own legal costs.

5.3 Confidentiality. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within 30 days thereafter, is summarized in writing and confirmed as confidential ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that, to the Receiving Party's knowledge, was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, "Receiving Party's Group" shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

5.4 Relationship of Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Career-Learning Services by Manager shall be under its own control, District being interested only in the results thereof. The Manager shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Career-Learning Services. Nothing in this Agreement shall give the District the right to instruct, supervise, control, or direct the details and manner of the completion of the Career-Learning Services. The Career-Learning Services must meet the District's final approval and shall be subject to the District's general right of inspection throughout the performance of the Career-Learning Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

5.5 Notice. Any notice, request, or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed given (a) by U.S. certified or registered mail, or (b) by e-mail, as follows:

To MANAGER:

Name: Career Nexus

Attn: Kurt Madden

Email: kurt.madden@careernexus.org

To DISTRICT:

Name:

Attn:

Email:

5.6 Modification and Amendment. The Parties agree that this Agreement may only be modified or amended upon written consent of both parties.

5.7 Assignment. Neither Party will assign or delegate its rights or obligations under this Agreement without the prior written consent of the other Party. Any assignment or delegation, without written consent, shall be null and void.

5.8 Severability/Survival. Parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. In the event a court of competent jurisdiction determines that the scope of any provision is too broad to be enforced as written, Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

5.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns. Parties agree that the remedy at law for any actual or threatened breach of this Agreement by either would be inadequate and that both shall be entitled to specific performance hereof or injunctive relief, or both, by temporary or permanent injunction or other appropriate judicial remedy, writ or order, in addition to any damages which both Parties may legally be entitled to recover.

5.10 Waiver. No waiver of any provision of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of the Party waiving compliance. No failure or delay in enforcing any right under this Agreement will be deemed a waiver and shall in no way affect the full right to require such performance at any time thereafter.

5.11 Headings. The section headings used in this Agreement are included solely for convenience and shall not affect, nor be used in connection with, the interpretation of this Agreement.

5.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one and the same agreement. Faxed or electronic (including scanned-PDF) signatures shall be deemed an original for purposes of the Agreement.

5.13 Entire Agreement. This Agreement constitutes the entire agreement between Parties and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing. Any and/or all prior agreements, whether express or implied, are hereby revoked in their entirety, regardless if such express or implied terms are in contradiction to the terms of this Agreement or are not addressed by the terms of this Agreement. No party has relied on any representation,

statement, omission, understanding, agreement, offer or promise, whether express or implied, other than what is expressly stated in this Agreement.

5.14 Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, if the final day of any time period falls on a Saturday, Sunday or holiday on which banks in the United States are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

5.15 Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, including pandemics; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

ARTICLE VI

LIMITATION OF LIABILITY

6.1 EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL MANAGER OR ANY OF MANAGER'S DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, TELECOMMUNICATIONS PROVIDERS, AND/OR MANAGERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE CAREER-LEARNING SERVICES, REGARDLESS OF WHETHER MANAGER HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE THE CAREER-LEARNING SERVICES, OR ANY OTHER INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

6.2 IN NO EVENT SHALL MANAGER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE MANAGER.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MANAGER:

NAME Career Nexus

By: _____

Name: Kurt Madden

Title: CEO

DISTRICT:

By: _____

Name:
Title:

Jun 17, 2024

SCHEDULE I

Security Deposit

Security Deposit (Career Nexus and College and Career Readiness, Fresno Unified)	DUE JUNE 25, 2024	$14,500.00

SCHEDULE II

Lease Costs, Additional Monthly Costs, and Total Monthly Costs

	A	B	C	D	E
	Months	Lease Costs	Additional Monthly Costs (Breakdown Chart C.1)	Total Monthly Costs	Annualized Costs
1	1-12	$28,161.67	$22,000.00	$50,161.67	$601,940.04
2	13-24	$29,471.67	$22,000.00	$51,471.67	$617,660.04
3	25-36	$30,834.07	$22,000.00	$52,834.07	$634,008.84
4	37-48	$32,250.97	$22,000.00	$54,250.97	$651,011.59
5	49-60	$37,944.47	$22,000.00	$59,944.47	$719,333.70
6	61-72	$39,082.81	$22,000.00	$61,082.81	$732,993.71
7	73-84	$40,255.29	$22,000.00	$62,255.29	$747,063.52
8	85-92	$41,462.95	$22,000.00	$63,462.95	$507,703.62 (8 months)

CHART C.1

Additional Monthly Costs

	Monthly	Annualized
Utilities	$10,000	$120,000
Maintenance/Custodial	$8,000	$96,000
Security System & Monitoring	$1,000	$12,000
Insurance Requirements Costs	$3,000	$36,000
Total	**$22,000**	**$264,000**

SCHEDULE III

Tenant Improvements

Tenant Improvements (Necessary facility improvements for occupancy)	$500,000 (NTE)

TOTAL CONTRACT COST BREAKDOWN

Annualized Cost (Lease/Additional Monthly)	Tenant Improvements	Security Deposit (6/25/24)	Total Contract
$601,940.04	$500,000.00	$14,500.00	$1,116,440.00

EXHIBIT A

Lease Agreement

IDEA CAMPUS MANAGEMENT AND SERVICES AGREEMENT

THIS IDEA CAMPUS MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into this 24th day of June 2024 (the "Effective Date") by and between FRESNO UNIFIED SCHOOL DISTRICT ("District"), and CAREER NEXUS, a California nonprofit corporation ("Manager") (District and Manager are together the "Parties" and each a "Party").

RECITALS

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WHEREAS, to provide the career-learning environment to District, Manager requires a large space to hold students, staff, manufacturing equipment, safe zones, walk lanes, conference rooms, restrooms, employer training staff, and offices;

WHEREAS, District desires to utilize such space and Manager seeks to provide such space as the tenant of record and property manager, District will pay a monthly cost associated with the IDEA Campus, which includes insurance, security costs, lease payments, lease deposit, utilities, and maintenance (see Schedule 1);

WHEREAS, using its connections and experience, Manager desires to engage and provide employer partners for the learning and career training for the students, to serve as employer of record for the students, and to provide students with stipends for their work at the IDEA Campus.

NOW, THEREFORE, in consideration of the premises and promises set forth herein and for other good and valuable consideration, intending to be legally bound, Parties hereby agree as follows:

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DEFINITIONS

1.1 "Security Deposit" shall mean security deposit required for sub-lease agreement as specified in Schedule I.

1.2 "Additional Monthly Costs" shall mean the costs itemized in Chart C.1: Utilities, Maintenance, Security Systems and Monitoring, Insurance Requirements Costs.

1.3 "Annual Costs" shall mean the costs specified in Schedule II column E rows 1-8, in which E8 of Schedule II is calculated based on eight (8) months.

1.4 “Cost to Launch” shall mean the Lease Downpayment in Schedule I and two (2) months of the Total Monthly Costs in Schedule II: column D, row 1.

1.5 “Career-Learning Services” shall mean paid, supervised work experience, career preparation, and other real-world workforce skills training.

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1.10 “Reimbursements” shall mean any unforeseen expenses or costs incurred by the Manager in performance of this Agreement or any expenses or costs that have been paid by Manager on behalf of the District, including, among other things, IDEA Campus Service Fee, etc.

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1.12 “Tech Infrastructure and Ongoing Support” all technology infrastructure, equipment, and support needed for the IDEA Campus to conduct and provide the Career-Learning Services.

1.13 “Total Monthly Costs” shall mean the Lease Cost in Schedule II plus the Additional Monthly Costs in Chart C.1.

1.14 “Utilities True Up” shall mean a financial reconciliation conducted by the Manager after the end of each fiscal year of the Term of this Agreement in which the estimated amounts for Annualized Additional Monthly Costs of Utilities in Chart C.1 shall be reconciled with actual utility use and the difference of which shall either be charged or refunded to the District depending on whether there is deficiency or surplus for that particular year.

ARTICLE II

TERM

2.1 This Agreement shall be effective as of the Effective Date above and shall continue for a period of time equal to the duration of the term of the attached Lease Agreement described in Section 2 of the Lease Agreement.

2.2 Should the Lease Agreement be extended, pursuant to Section 40 of the Lease Agreement, this Agreement shall be extended for an equal term and be modified to reflect any changes in the Lease Payment or any other obligations in this Agreement that are derived from the Lease Agreement.

2.3 Should the District opt to purchase the IDEA Campus, provided for in Section 39 of the Lease Agreement, this Agreement will terminate simultaneously at the time the Lease Agreement and any outstanding or closing costs shall be due by the date of the termination.

ARTICLE III

DISTRICT'S RESPONSIBILITIES

3.1 District shall pay directly to Manager Cost to Launch within thirty (30) days of the Effective Date of this Agreement.

3.2 District shall pay directly to the Manager the Total Monthly Costs within thirty (30) days of the date of the invoice, which will be issued during the first week of each month.

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3.4 District shall reimburse Manager for Reimbursements submitted by the Manger to the District within thirty (30) days of receipt.

3.5 District shall execute security deposit by June 25, 2024.

ARTICLE IV

MANAGER'S RESPONSIBILITIES

4.1 Manager shall be the tenant of record in the Lease Agreement.

4.2 Manager shall provide Career-Learning Services during each academic year (Fall semester, Spring semester, and Summer session) during the Term of this Agreement, with a Fall, 2024 tentative start date.

4.3 Manager shall provide stipends for up to 175 students per academic year.

4.4 Manager shall provide a $1,000 stipend, per semester or session, to each participating student.

4.5 Manager shall be the employer of record for the participating students.

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ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by and construed and enforced in accordance with the laws of the State of California

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If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy. For purposes of this Section 7 only, "Receiving Party's Group" shall mean the Receiving Party's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, service providers, sublicensees, subcontractors, attorneys, accountants, and financial advisors.

5.4 Relationship of Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Career-Learning Services by Manager shall be under its own control, District being interested only in the results thereof. The Manager shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Career-Learning Services. Nothing in this Agreement shall give the District the right to instruct, supervise, control, or direct the details and manner of the completion of the Career-Learning Services. The Career-Learning Services must meet the District's final approval and shall be subject to the District's general right of inspection throughout the performance of the Career-Learning Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

5.5 Notice. Any notice, request, or other document required or permitted to be given under this Agreement shall be in writing and shall be deemed given (a) by U.S. certified or registered mail, or (b) by e-mail, as follows:

To MANAGER:

Name: Career Nexus

Attn: Kurt Madden

Email: kurt.madden@careernexus.org

To DISTRICT:

Name:

Attn:

Email:

5.6 Modification and Amendment. The Parties agree that this Agreement may only be modified or amended upon written consent of both parties.

5.7 Assignment. Neither Party will assign or delegate its rights or obligations under this Agreement without the prior written consent of the other Party. Any assignment or delegation, without written consent, shall be null and void.

5.8 Severability/Survival. Parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. In the event a court of competent jurisdiction determines that the scope of any provision is too broad to be enforced as written, Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

5.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Parties and their respective heirs, representatives, successors and permitted assigns. Parties agree that the remedy at law for any actual or threatened breach of this Agreement by either would be inadequate and that both shall be entitled to specific performance hereof or injunctive relief, or both, by temporary or permanent injunction or other appropriate judicial remedy, writ or order, in addition to any damages which both Parties may legally be entitled to recover.

5.10 Waiver. No waiver of any provision of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of the Party waiving compliance. No failure or delay in enforcing any right under this Agreement will be deemed a waiver and shall in no way affect the full right to require such performance at any time thereafter.

5.11 Headings. The section headings used in this Agreement are included solely for convenience and shall not affect, nor be used in connection with, the interpretation of this Agreement.

5.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together, shall constitute one and the same agreement. Faxed or electronic (including scanned-PDF) signatures shall be deemed an original for purposes of the Agreement.

5.13 Entire Agreement. This Agreement constitutes the entire agreement between Parties and supersedes all prior memoranda or agreements relating thereto, whether oral or in writing. Any and/or all prior agreements, whether express or implied, are hereby revoked in their entirety, regardless if such express or implied terms are in contradiction to the terms of this Agreement or are not addressed by the terms of this Agreement. No party has relied on any representation,

statement, omission, understanding, agreement, offer or promise, whether express or implied, other than what is expressly stated in this Agreement.

5.14 Number of Days. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, if the final day of any time period falls on a Saturday, Sunday or holiday on which banks in the United States are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

5.15 Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, including pandemics; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; and (h) other similar events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within 10 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

ARTICLE VI

LIMITATION OF LIABILITY

6.1 EXCEPT WHERE OTHERWISE INAPPLICABLE OR PROHIBITED BY LAW, IN NO EVENT SHALL MANAGER OR ANY OF MANAGER'S DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, LICENSORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, TELECOMMUNICATIONS PROVIDERS, AND/OR MANAGERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE CAREER-LEARNING SERVICES, REGARDLESS OF WHETHER MANAGER HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE THE CAREER-LEARNING SERVICES, OR ANY OTHER INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE.

6.2 IN NO EVENT SHALL MANAGER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO THE MANAGER.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MANAGER:

NAME Career Nexus

By: _____

Name: Kurt Madden

Title: CEO

DISTRICT:

By: _____

Name:
Title:

Jun 17, 2024

SCHEDULE I

Security Deposit

Security Deposit (Career Nexus and College and Career Readiness, Fresno Unified)	DUE JUNE 25, 2024	$14,500.00

SCHEDULE II

Lease Costs, Additional Monthly Costs, and Total Monthly Costs

	A	B	C	D	E
	Months	Lease Costs	Additional Monthly Costs (Breakdown Chart C.1)	Total Monthly Costs	Annualized Costs
1	1-12	$28,161.67	$22,000.00	$50,161.67	$601,940.04
2	13-24	$29,471.67	$22,000.00	$51,471.67	$617,660.04
3	25-36	$30,834.07	$22,000.00	$52,834.07	$634,008.84
4	37-48	$32,250.97	$22,000.00	$54,250.97	$651,011.59
5	49-60	$37,944.47	$22,000.00	$59,944.47	$719,333.70
6	61-72	$39,082.81	$22,000.00	$61,082.81	$732,993.71
7	73-84	$40,255.29	$22,000.00	$62,255.29	$747,063.52
8	85-92	$41,462.95	$22,000.00	$63,462.95	$507,703.62 (8 months)

CHART C.1

Additional Monthly Costs

	Monthly	Annualized
Utilities	$10,000	$120,000
Maintenance/Custodial	$8,000	$96,000
Security System & Monitoring	$1,000	$12,000
Insurance Requirements Costs	$3,000	$36,000
Total	**$22,000**	**$264,000**

SCHEDULE III

Tenant Improvements

Tenant Improvements (Necessary facility improvements for occupancy)	$500,000 (NTE)

TOTAL CONTRACT COST BREAKDOWN

Annualized Cost (Lease/Additional Monthly)	Tenant Improvements	Security Deposit (6/25/24)	Total Contract
$601,940.04	$500,000.00	$14,500.00	$1,116,440.00

EXHIBIT A

Lease Agreement

ROBERT ELLIS
LEASING & INVESTMENT, INC.

Date of Lease:	**March 14, 2024**
Property Address:	**3240 North Millbrook, Building A & B, Fresno, CA 93726**
LANDLORD:	**John S. Foggy**
Landlord Address:	**c/o T.H. Commercial** **5132 North Palm Avenue, PMB 355** **Fresno, California 93704**
Contact Person:	**Trish Sadler**
Phone:	**(559) 259-3754**
E-mail:	**thproperties@sbcglobal.net**
TENANT:	**Career Nexus, a California Nonprofit Corporation for Public Benefit**
Tenant Address:	**700 N. Van Ness, Suite 103** **Fresno, California 93621**
Contact Person:	**Kurt Madden, CEO**
Phone:	**(559) 272-3880**
E-mail:	**kurt.madden@careernexus.org**
Type of Lease:	**Gross Lease, where-in Tenant is responsible for Utilities , Janitorial Service and supplies and HVAC Maintenance.**
Approx. Leasable Sq. Ft.:	Total **36,149±** square feet
Lease Term:	**Seven (7) years Eight (8) Months beginning on September 1, 2024 or sooner,** **(see para 3.1) and ending 92 months later, April 30, 2032. Expiration to be adjusted accordingly for any delay in occupancy.**
Base Rent (per month in advance):	**Months 1-12* = $32,750.00 per month* (see para. 3.1)** **(2nd & 4th months to be free);** **4% per year increases for years 1 – 3 and 3% per year increases for the duration of the Lease Term, thereafter *(see Paragraph 3.1-Rent Credits.)**
Security Deposit:	**$44,000.00 (see Paragraph 4 & 5)**
Late Charge:	**5% of amount due**
Holding Over:	**125% of last months rent**
Insurance:	**$2,000,000.00 Property Damage / $2,000,000.00 Liability**
Landlord's Broker (if none, state):	**Robert Ellis Leasing & Investment**
Tenant's Broker (if none, state):	**Colliers-Scott Buchanan**
Comments:	

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LEASE

THIS AGREEMENT OF LEASE is made this **14th** day of **March**, **2024**, by and between **John S. Foggy** herein called Landlord, and **CAREER NEXUS, a California Nonprofit Corporation for Public Benefit,** herein called Tenant.

1. LEASED PREMISES: Landlord does hereby lease unto Tenant and Tenant does hereby hire and take from Landlord the following described premises, situated in the City of **Fresno**, County of **Fresno**, State of California; to wit: **3240 North Millbrook Building A – appx. 13,518± and Building B – appx. 22,631± sf – total – 36,149± on 2.67 acres,** subject to liens, encumbrances, building occupancy and parking at 3747 E. Shields, and other restrictions of record, ordinances and regulations now or hereafter lawfully imposed thereon by any government or agency thereof or in accordance with the terms of this Lease.

2. TERM: To have and to hold said premises for a term of **seven (7) years, eight (8) months** commencing on the **1st** day of **September 2024 or sooner* through April 30th, 2032. Lease Expiration and rental increases to be adjusted accordingly for any approved delay in occupancy.**

3. RENTAL: Tenant shall pay rent, free from all claims, demands, or setoffs against Landlord of any kind or character whatsoever, to Landlord, or Landlord's duly authorized agent or representative, at an address to be designated by Landlord. The rent shall be paid in advance in monthly installments on the first of each month as follows:

3.1 Monthly Installments: **Thirty-Two Thousand Seven Hundred Fifty and No/100 Dollars ($32,750.00)* per month commencing on the 1st day of September 2024 through August 31, 2025 (October 2024 and December 2024 to be rent free), then 4% per year increases during years 1-3 and 3% per year increases for the duration of the Lease Term, thereafter.**
***Tenant to receive rent credits totaling $220,000 over the first 48 Paid Months: credited $4,588.33 from each paid months rent indicated above.**

4. PAYMENT UPON EXECUTION: **Thirty-Four Thousand Five Hundred and No/100 Dollars ($34,500.00)** nonrefundable security deposit, which has been paid by Tenant as a pre-condition for entering into this agreement. Balance of Security Deposit ($9,500) and First Month's Rent ($28,161.67 (32,750- $4,588.33 rent credit) to be paid to Landlord by Tenant within 7 days after full approval of said Experiential Learning Management and Services Agreement by Fresno Unified School District on or before June 23, 2024.

5. SECURITY DEPOSIT: A security deposit of **Forty-Four Thousand and No/100 Dollars ($44,000.00)** shall be paid to Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent or late charges, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied during the term or any extension of this agreement, Tenant shall, within five (5) days after written demand thereof, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep this security deposit separate from his general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by him, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) at the expiration of the lease term. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest. After transfer, Landlord shall be relieved of any and all liability with respect to the security deposit.

6. LATE CHARGES: In the event the monthly rent or other sums due under this Lease are received more than ten (10) days after the due date, Tenant agrees to pay to Landlord as additional rent a late charge of **5% of amount due.** This does not create a grace period. Tenant further agrees to pay Landlord any costs incurred by Landlord in effecting the collection of such past due rent and late charge, including, but not limited to, fees of an attorney, court costs or collection agency fees. Nothing herein contained shall limit any other remedy of Landlord.

7. USE OF PREMISES: The above described premises are leased for the purpose of conducting thereupon **Work space/intern programs/training facilities/storage space** and for no other purposes, and Tenant promises and agrees that he will, during the entire term hereof, use the same for conducting thereupon the aforesaid business and will occupy all said premises and cause the same to be open for business in the usual and customary manner of similar businesses during the entire term hereof. Tenant will not permit the premises to become vacant or unoccupied; and will not use, or permit to be used, said premises or any part thereof for any sale by auction nor will Tenant use the premises in such manner as will increase the existing rate of insurance upon the building of which these premises are a part, nor cause any cancellation of any insurance policy covering said building. Tenant shall not sell, keep, use or permit to be sold, kept or used in or about said premises any article which may be prohibited in the standard form of fire insurance policies. Tenant shall, at his sole cost and expense, comply with any and all requirements, pertaining to said premises, of any insurance organization or company, necessary for the maintenance of reasonable fire and public liability insurance covering said building and appurtenances.

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7.1 HAZARDOUS MATERIALS. As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the premises by Tenant, its agents, employees, contractors, sublessees or invitees without the prior written consent of Landlord. Landlord shall be entitled to take into account such other factors or facts as Landlord may reasonably determine to be relevant in determining whether to grant or withhold consent to Tenant's proposed activity with respect to Hazardous Material. In no event, however, shall Landlord be required to consent to the installation or use of any storage tanks on the premises.

8. SIGN CONTROL: Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the premises, building or real property, including without limitation, the inside or outside of windows or doors, without the prior written consent of Landlord. Said consent shall not be unreasonably withheld. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

9. PARKING: Tenant shall have the right to park in common with other tenants of Landlord, subject to the rules and regulations and such restrictions on use thereof as may be prescribed from time to time by Landlord. **All Parking on site around Buildings A & B to be for Tenants exclusive use and be free of charge during the Lease Term and any extension period exercised by Tenant.**

10. COMPLIANCE WITH THE LAW: Tenant agrees that he will not use or permit said premises to be used for any unlawful purpose or for any purpose which will injure the reputation of the Landlord, the premises, or the building of which these premises are a part, nor will he disturb the other tenants of such building or neighborhood. Tenant will, at his own expense, promptly observe and comply with all laws, orders, regulations, rules, ordinances and requirements of Federal, State, County and City governments, or other lawful governmental bodies, or any of their departments, bureaus or of offices, and will effect all alterations or other requirements exacted, directed or deemed necessary on account of Tenant's use of said premises. Tenant agrees to pay, at his own cost and expense, all claims, fines, penalties and damages that may in any manner arise out of, or be imposed because of, the failure of Tenant to comply with this covenant, and will hold Landlord harmless from any damage, injury, loss or claim, lawfully imposed or recovered by reason of any breach of this agreement. The commencement or pendency in any court, whether State or Federal, of any abatement proceedings affecting *the use* of said premises shall, at the option of Landlord, be deemed a breach of this Lease.

11. ENTRY AND SURRENDER OF PREMISES: Only after Landlords contractor has confirmed the overall condition of all materials provided below, Tenant acknowledges that said premises including, all window glass and other glazing, exposed plumbing, heating, cooling and air conditioning, lighting fixtures and lights, electric wiring and the sewage system in and about said premises on the date of entry are in good order, condition and repair and on the last day of the term hereof, or on any sooner termination of this Lease, Tenant will peaceably and quietly surrender and yield up said premises to Landlord in good repair and in a broom clean condition, with the exception of normal wear and tear. Tenant shall, on Landlord's request, remove Tenant's property on or before the expiration date and promptly repair all damage to the premises or building caused by such removal. Any personal property left on the premises after the expiration of this Lease, at the option of the Landlord, shall be considered abandoned.

12. NOTICES: Any notice required to be given hereunder or any notice required to be given by law shall be in writing and may be given by personal delivery or by certified mail with return receipt requested, addressed to Tenant at the demised premises, or at his place of business, or to Landlord at the address on the signatory page, or to either of them in any manner prescribed by law.

13. WAIVER: Time is agreed to be of the essence in this agreement, and any waiver by Landlord of the prompt and punctual performance of any term, condition or covenant hereof shall not be construed to be a waiver of the prompt and punctual performance of the same or any other term, condition or covenant subsequently when due.

14. MERGER: The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work a merger, and shall, at the option of the Landlord, terminate all or any existing sub-leases or sub-tenancies or shall operate as an assignment to him of such sub-leases or sub-tenancies.

15. SUCCESSION OF TENANT: This Lease and each of its terms, subject to the provisions relating to assignments, shall apply to and bind the heirs, successors, executors, administrators and assigns of the Tenant hereto and the Tenant hereto shall be jointly and severally liable hereunder for performance of all conditions of this Lease.

16. QUIET ENJOYMENT: Landlord covenants with Tenant that upon Tenant's entry into said premises and his performance of each of the terms of the Lease, on his part to be performed, Tenant shall have full freedom and use of said premises in accordance with the terms hereof and quietly enjoy the same without lawful claim on the part of any person.

17. HOLDING OVER: If after expiration of the term, Tenant remains in possession of the premises, at the option of the Landlord, Tenant shall become a Tenant from month to month only, upon all provisions of this Lease (except as to term and base rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to**125% of last months rent**, payable by Tenant. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month to month tenancy, he shall give the other party not less than thirty (30) days advance written notice of the date of termination. Any option to renew, extend or purchase, or other options, do

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not survive the expiration of this Lease.

18. RIGHT OF ENTRY: Except in the case of an emergency, Landlord or his representative shall have the right to enter said premises with twenty-four (24 hours prior notice during the term of this Lease to protect, inspect, exercise or investigate any rights of Landlord herein reserved; to inspect the premises or to post notices of non-responsibility, or to place thereon "For Sale" signs only after Career Nexus or Fresno Unitfied School District has waived their Option to purchase after the 92nd month of the Lease Term and within thirty (30) days prior to the expiration hereof the usual "To Let" or "To Lease" signs, all without rebate of rent to Tenant. Landlord may enter said premises for the purpose of making any alteration, repair or improvement to said building, or the premises, which he deems convenient for the maintenance or preservation thereof. Tenant expressly waives any damage resulting from such entry or from the performance of such alterations or repairs, and such entry shall not be cause for any rebate of rent herein reserved, provided always that the ingress and egress of Tenant or his customer shall not be unnecessarily hindered, nor shall Tenant's occupancy be otherwise unnecessarily inconvenienced.

19. POSSESSION: If for any reason whatsoever Landlord cannot deliver possession of said premises to Tenant at the commencement hereof, this Lease shall not be void or voidable, nor shall Landlord be liable for any loss or damage resulting therefrom, provided always that a proportionate reduction of rent shall be made therefor.

20. ASSIGNMENT OR SUB-LEASE: Tenant shall not assign or hypothecate this Lease nor any right granted him hereunder, nor sublet or license the demised premises or any part thereof without the prior written consent of Landlord. Said consent shall not be unreasonably withheld. No consent to any assignment of this Lease or any subletting of said premises shall be construed to be a waiver of the provisions hereof except only as to the specific instance covered by such consent, nor shall this Lease or any interest herein be assignable by operation of law.

Tenant agrees he will not file during the term hereof a petition in bankruptcy or for extension or arrangement of his debts or composition with his creditors, nor make an assignment for the benefit of his creditors, nor permit his interest in the demised premises to become subject to any proceeding, whether in Federal or State courts, wherein a receiver, custodian, conservator or other officer is appointed to hold, conserve, manage or operate Tenant's business. Any assignment by operation of law or the filing of any petition in bankruptcy, or for extension or arrangement of Tenant's debts or composition with his creditors, whether voluntary or involuntary, or the appointment of any receiver, custodian, or other officer in any proceeding in any court wherein the possession, management or control of premises herein demised is in any person other than Tenant, shall terminate this Lease and any and all rights which Tenant may have by reason of this Lease. Landlord shall be entitled to recover, in addition to possession of said premises, damages in a sum equal to all expenses to which Landlord may be put in regaining possession of said premises and the amount of the rent reserved for the remainder of the term hereof, less the fair rental value received for the remainder of said term. Any intended assignee, subtenant or successor must be able to demonstrate: I) an ability to pay all rent in a timely fashion, 2) a previous history as a successful business person in the business to be operated in the premises, 3) the ability to pay a deposit, 4) good credit, 5) acceptable references, 6) if a corporation, guarantees by officers as requested by Landlord. **CAREER NEXUS HAS THE RIGHT TO SUBLEASE TO FRESNO UNIFIED SCHOOL DISTRICT OR IT'S AFFILIATES WITHOUT LANDLORD APPROVAL. HOWEVER, LANDLORD WILL BE PROVIDED WRITTEN NOTICE.**

21. DEFAULTS; REMEDIES

21.1 COVENANTS AND CONDITIONS. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

21.2 DEFAULTS. Tenant shall be in material default under this Lease:

(a) If Tenant abandons the premises while not paying rent or if Tenant's vacation of the premises results in the cancellation of any insurance described in this Lease;

(b) If Tenant fails to pay rent or any other charge when due;

(c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.

(e) If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

21.3 REMEDIES. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter,

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with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Tenant would have paid for the balance of the Lease term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the premises after such default, the cost of recovering possession of the premises, expenses of reletting, including necessary renovation or alteration of the premises, Landlord's reasonable attorneys' fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed by allowing interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%). If Tenant has abandoned the premises, Landlord shall have the option of (i) retaking possession of the premises and recovering from Tenant the amount specified in this paragraph 21.3(a), or (ii) proceeding under paragraph 21.3(b);

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the premises is located.

21.4 REPAYMENT OF "FREE" RENT. If this Lease provides for a postponement of any monthly rental payments, a period of "free" rent or other rent concession, such postponed rent or "free" rent is called the "Abated Rent". Tenant shall be credited with having paid all of the Abated Rent on the expiration of the Lease Term only if Tenant has fully, faithfully, and punctually performed all of Tenant's obligations hereunder, including the payment of all rent (other than the Abated Rent) and all other monetary obligations and the surrender of the premises in the physical condition required by this Lease. Tenant acknowledges that its right to receive credit for the Abated Rent is absolutely conditioned upon Tenant's full, faithful and punctual performance of its obligations under this Lease. If Tenant defaults and does not cure within any applicable grace period, the Abated Rent shall immediately become due and payable in full and this Lease shall be enforced as if there were no such rent abatement or other rent concession. In such case Abated Rent shall be calculated based on the full initial rent payable under this Lease.

21.5 AUTOMATIC TERMINATION. Notwithstanding any other term or provision hereof to the contrary, the Lease shall terminate on the occurrence of any act which affirms the Landlord's intention to terminate the Lease as provided in paragraph 21.3 hereof, including the filing of an unlawful detainer action against Tenant. On such termination, Landlord's damages for default shall include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with the filing, commencement, pursuing and/or defending of any action in any bankruptcy court or other court with respect to the Lease; the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant; or the pursuing of any action with respect to Landlord's right to possession of the premises. All such damages suffered (apart from Base Rent and other rent payable hereunder) shall constitute pecuniary damages which must be reimbursed to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceeding.

21.6 CUMULATIVE REMEDIES. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

22. REIMBURSEMENT: In the event Tenant fails, neglects or refuses to perform any covenant, agreement or condition in this Lease provided by him to be done, kept or performed, at the time when the same is herein provided by him to be so done, Landlord may perform such covenant, condition or agreement and any money expended thereon shall be charged to the account of Tenant, payable on demand, with interest thereon at five percent (5%) per annum, and the failure of Tenant to so repay Landlord for any money so paid out and expended shall constitute a default under this Lease.

23. SUBORDINATION OF LEASE: Tenant agrees that this Lease is, and shall be, subordinate to any mortgage, deed of trust or any other hypothecation for security which has been or which hereafter may be placed upon said premises or the land or building of which they are a part, by Landlord, and such subordination is hereby effective without any further act by Tenant. However, if requested, Tenant will sign any documentation necessary to acknowledge such subordinate position.

24. ALTERATIONS: Tenant shall not make any alterations or repairs to the premises that are more than $3,000.00 without Landlord's prior written consent. Said consent shall not be unreasonably withheld, conditioned or delayed. Tenant, for the benefit of the premises, shall be allowed to make alterations to the premises that do not materially change the structural, mechanical or electrical integrity, which are under $3,000 per occurrence. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the Lease except that Landlord can elect within three (3) days before expiration of the Lease, or within five (5) days after the termination of the Lease, to require Tenant to remove any alterations that Tenant has made to the premises. If Landlord so elects, Tenant at his cost shall restore the premises to the condition designated by Landlord in his election, before the last day of the term or within thirty (30) days after notice of election is given, whichever is later.

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The above restrictions shall not apply to trade fixtures so long as Tenant fully complies with every term, condition and covenant of this Lease and so long as said trade fixtures may be installed and removed without damage or injury to the premises or any improvements thereof. Upon the termination of this Lease, provided all the conditions, covenants and agreements of this Lease have been fully complied with on the part of the Tenant, all such trade fixtures may be removed so long as such removal shall not in any way injure or impair the condition of said premises.

If Tenant makes any alterations to the premises as provided in this paragraph, the alterations shall not be commenced until five (5) days after Landlord has received notice from Tenant stating the date the installation of the alterations is to commence so that Landlord can post and record an appropriate notice of non-responsibility.

25. MECHANIC'S LIENS: Tenant shall pay all costs for construction done by him or caused to be done by him on the premises as permitted by this Lease. Tenant shall keep the building, other improvements, and land of which the premises are a part free and clear of all mechanic's liens resulting from construction done by or for Tenant. Tenant's failure to comply with this covenant shall at Landlord's option be grounds for terminating this Lease.

26. EMINENT DOMAIN: If the whole of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

If the whole of the common parking areas in the premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding unless Landlord shall take immediate steps to provide other parking facilities substantially equal to the previously existing ratio between the common parking areas and the leased premises, and such substantially equal parking facilities shall be provided by Landlord at his own expense within ninety (90) days from the date of acquisition. In the event that Landlord shall provide such other substantially equal parking facilities, then this Lease shall continue in full force and effect. In any event, Tenant shall have no claim for the value of any unexpired term of this Lease.

If any part of the leased premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the leased premises unsuitable for the business of the Tenant, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the leased premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect.

In the event of any condemnation or taking as hereinabove provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award. The Tenant hereby expressly waives any right or claim to any part thereof.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the leased premises, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's furniture, fixtures, leasehold improvements and equipment.

27. TRANSFER OF LANDLORD'S INTEREST: In the event of any sale or transfer by Landlord of the premises, building or project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the premises, building, project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. Tenant shall sign and return within 14 days any estoppel certificates submitted to him by Landlord, stating the condition of the Lease.

28. TAXES: (a) Tenant, if required to pay Fresno County Property Taxes, Tenant, after the Base Year of the Lease, shall pay it's proportionate share of the increase to real property taxes and general and special assessments levied and assessed against the building, other improvements, and land of which the premises are a part.

(b) Tenant, if required to pay taxes, assessments, license fees and other charges ("taxes"), Tenant, after the Base Year of the Lease, shall pay before delinquency all increases to taxes, assessments, license fees and other charges ("taxes") that are levied and assessed against Tenant's personal property installed or located in or on the premises and that become payable during the term of this Lease. On demand by landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

28.1 FRESNO COUNTY PROPERTY TAX EXEMPTION: Tenant and Landlord will cooperate fully in every way necessary to obtain the Fresno County property tax exemption, as to Tenant's 501C3 Non-Profit exemption status. Tenant agrees to submit all completed and required Property Tax Exemption forms before February 15th of each year to the proper Governmental Agencies for approval each year. Landlord will be responsible for paying the taxes until an exemption has been granted, as long as Tenant has completed and submitted all Exemption Documents on a timely basis, and Tenant's Non-Profit Status is in good standing with all appropriate agencies

29. INSURANCE: The Tenant shall hold the Landlord harmless from any and all damages arising out of any injury or damage to any person or property occurring in, on or about the leased premises and the building in which the premises are located. The Landlord shall not be liable to the Tenant for any loss or damage to person or property caused by theft, fire, acts of nature, acts of a public enemy, riot, strike, insurrection, war, court order, requisition or order of

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governmental body or authority. The Landlord shall not be liable for any damages that result or are caused by repairs to the premises or alterations to the premises or to the parking area and common areas surrounding the leased premises. In addition, the Tenant shall ensure that the leased premises and the common areas surrounding the leased premises are clear from debris and obstruction and sufficiently lighted to avoid injury. The Tenant, at his cost, shall obtain and maintain policies of comprehensive liability insurance including bodily injury and property damage in an amount not less than **$2,000,000.00** for injury or death to persons and **$2,000,000.00** or property damage. Said insurance shall be in a form acceptable to the Landlord and shall include Landlord, his agents and property management company where applicable, as additional insureds on the policy. Landlord may place his own insurance for his protection if Tenant shall fail to provide proof that said insurance is in place. Any premiums for said insurance shall be reimbursed by Tenant within ten (10) days after demand has been made for same. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the premises and the building or other improvements in which the premises are located that are caused by or result from risks insured against under any insurance policies carried by the parties hereto and in force at the time of any such damage.

The Tenant shall cause any insurance policy obtained to provide that the insurance company waives all right of recovery by way of subrogation against the Landlord in connection with any damage covered by any policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. This waiver will not include any rents or other charges owing to the Landlord that are not covered or insured against under any insurance policy required in this Lease.

Any insurance policy required under this Lease shall:

(a) Be issued as a primary policy;

(b) Contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties and Landlord's lender before cancellation or change in the coverage, scope, or amount of any policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the Landlord at the commencement and on renewal of the policy not less than thirty (30) days before expiration of the term of the policy.

Tenant shall carry plate glass insurance at the full insurable value on all exterior glass or be responsible for repair and/or replacement.

30. REPAIRS:

(A) LANDLORD OBLIGATIONS: Landlord agrees that he will keep the roof, unexposed plumbing, unexposed electrical, common areas, parking lot, perimeter fencing, driveways, walkways, and exterior walls of the building of which these premises are a part in good order, condition and repair and will repair and will maintain the sewer line from demised premises to the line of the property on which the demised premises are situated, in good order and repair, and maintain and repair any damage to said premises caused by termites, other insects, fungus or rot, but shall not be liable to Tenant for any damage occasioned by Landlord's failure to keep said premises in such repair unless Tenant has notified Landlord of such failure to repair and Landlord has failed to attempt to remedy such default, nor for any damage arising from any acts or neglect of co-tenants or other occupants of said building or the owners or occupants of any adjacent or contiguous property, and Tenant shall not be entitled to any rebate from Landlord therefore.

(B) TENANT OBLIGATIONS: Tenant promises, at his own cost, to keep said demised premises in good and substantial order and repair in all respects other than as provided in paragraph (A) hereof, including but not limited to, floors, doors, windows and other glazing, exposed plumbing, pest, electric fixtures, HVAC Unit semi-annual maintenance/filters* in, on or connected with and used for the benefit or service of the demised premises, and further agrees to replace and renew with like kind and quality, any and all of said things that become too worn to be repaired so that at all times said premises and appurtenances shall be in good order, condition and repair. *Landlord to be responsible for major repairs over $3,000.00 per incident.

(C) COMMON AREA - OPERATING COSTS: Tenant shall pay, as additional rent, Tenant's prorata share of the amount of the recurring building operating costs, including utilities, electricity, building supplies, normal maintenance, janitorial services, rubbish removal in which the demised premises are located. All operating expenses are due and payable during any free rent period in said lease. Tenant's prorata share shall be the number of rentable square feet in the herein described leased premises divided by the total number of rentable square feet in the building(s) in which the premises are located. The total number of rentable square feet in the building(s) may be increased and in that event the percentage will be adjusted. Landlord reserves the right to have the premises separately metered for utilities, to maintain a separate contract for janitorial services and to have the leased premises separately assessed for tax purposes. Tenant shall pay to landlord, within ten (10) days after receipt of such statement, Tenant's prorata share of the cost incurred by landlord. Landlord shall have the right to assess a five percent (5%) annualized charge on amounts due if not paid within the time prescribed.

For administrative convenience, Landlord may adjust the period of computation of any such additional rent to his regular monthly expense cycle, or prorate expenses based upon a thirty (30) day month.

31. UTILITY CHARGES: Tenant covenants and agrees to pay all utility and municipal service charges levied, taxed or charged against said premises during the term of this Lease.

32. DESTRUCTION: If the leased premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenantable in whole or in part, Landlord shall at his own expense cause such damage to be repaired.

If by reason of such occurrence, the premises shall be rendered untenantable only in part, Landlord shall at his own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenantable.

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If the premises shall be rendered wholly untenantable by reason of such occurrence the Landlord shall at his own expense cause such damage to be repaired, and the fixed minimum rent meanwhile shall be abated in whole, except that Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the destroyed premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the rent to be adjusted as of such date.

In the event that fifty percent (50%) or more of the rentable area of the premises shall be damaged or destroyed by fire or other cause, notwithstanding that the leased premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the leased premises and surrender the same to Landlord.

33. ESCALATIONS: After the Base Year of the Lease, Tenant shall pay, as additional rent, Tenant's pro rata share of any increase towards the operating costs of the building(s), in which the demised premises are located, exceed such expenses after the first full lease year following the commencement of this Lease. Building operating costs shall include, but are not limited to: water, sewer and garbage charges, gas, electricity and utility charges, parts, supplies and labor charges for maintenance of the building, its roof, attachments and common areas, plumbing, electrical, heating, cooling and air conditioning units, ducting, lighting, sweeping and security, gardening maintenance and supplies, janitorial services and supplies, property taxes and assessments on the building and common areas, building and public liability insurance premiums, and the management fee, if any, paid to a third party to oversee any or all of the building operations. Tenant's pro rata share shall be the number of rentable square feet under this Lease as a percent of the total rentable square feet in the building(s). Landlord reserves the right to have the premises separately metered for utilities, to maintain a separate contract for janitorial services and to have the leased premises separately assessed for tax purposes.

For administrative convenience, Landlord may adjust the period of computation of any such additional rent to its regular monthly expense cycle and will prorate expenses based upon a thirty (30) day month.

34. BINDING EFFECT: Under no circumstance will this Lease be binding upon the parties until it has been signed by both parties and signed copies delivered to both parties or their designated agents, and the prescribed payment set forth in paragraph 4 received by Landlord or Landlord's designated agent.

35. DISCLAIMER: This is a legal document. ROBERT ELLIS LEASING & INVESTMENT makes no representation or recommendation concerning legal effect, legal sufficiency, or tax consequences herein. Robert Ellis is a California Licensed Real Estate Broker.

36. INTEGRATED AGREEMENT; MODIFICATION: This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties.

37. CASp DISCLOSURE: In accordance with the requirements of Civil Code Section 1938:

If a CASp inspection has been performed and there have been no modifications or alterations between the date of the inspection and the date of the lease which have impacted the Premises' compliance with construction-related accessibility standards, the Landlord must provide the prospective Tenant a copy of the CASp inspection report.

The prospective Tenant is required to agree that the contents of the report shall remain confidential, except as necessary for Tenant to disclose it to make repairs and corrections of violations contained in the report that the Tenant agrees to make.

However, the law now presumes that any repairs or modifications necessary to correct violations are the responsibility of the Landlord unless the Tenant agrees to take on that responsibility.

If the report is not provided at least forty-eight (48) hours before the lease is signed, the Tenant may have up to seventy-two (72) hours after the execution of the lease to rescind it. If a disability access inspection certificate has been issued, a copy of that should also be provided to the Tenant within seven days of the date of execution of the lease.

If the premises have not been issued a disability access inspection certificate, the lease must contain the following provision:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property Landlord or Lessor may not prohibit the Lessee or Tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the Lessee or Tenant, if requested by the Lessee or Tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs to correct violations of the construction-related accessibility standards within the premises.

The second floor of Building A has stair access only. The Tenant accepts premises as is except for the Tenant Improvements detailed within this lease. In the event any additional modifications or code enforcement work is required, Landlord shall pay for such costs and amortize over the 13th through 60th months of said lease, subject to both parties' approval of total cost.

38. ENERGY STAR: In accordance with AB 1103, Landlord hereby discloses that the energy usage for the Premises has not been placed on the Portfolio Manager (U.S. EPA).

ARBITRATION OF DISPUTES: In the event a claim or controversy arises out of this Lease Agreement between Landlord, Tenant, or Broker, all parties hereby agree that such claim or controversy shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration association, and not by court action except as provided by California Law for judicial review of arbitration awards. Judgment upon the award rendered by the

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arbitrator(s) may be entered in any court having jurisdiction thereof. In the event any arbitration proceeding or legal action to enforce an arbitration award is commenced, each party agrees to pay its own expenses and attorneys' fees incurred therein.

This arbitration provisions does not apply to unlawful detainer actions filed by Landlord (or any other proceeding for possession of the premises) for claims arising form Tenant's failure to pay any sums due under this Lease or for any other breaches of this Lease by Tenant.

Venue and jurisdiction for any such arbitration shall be in the city of Fresno, County of Fresno, California.

39. OPTION TO PURCHASE: Should Tenant be in good standing under said lease, Career Nexus and Fresno Unified School District shall have an Option of First Right of Refusal or to Purchase the Leased Premises during months 13-92 of the Lease Term, upon giving Landlord 180 day prior written notice, and shall pertain to entire site, which includes 3240 N. Millbrook and 3747 E. Shields, totaling approximately 41,019 SF of Buildings on approximately 2.67 Acres of Land. The Option to Purchase shall be based on Fair Market Value determined by Appraisal. Said Appraiser to reduce value by $220,000 in portion of appraisal that is based on said condition of said property.
In the event Tenant has exercised its Option to Extend, the Option to Purchase can be extended for an additional 12 months or 104 months from the original occupancy date.

40. OPTION TO RENEW: Option to Renew: Should Tenant be in good standing under this lease, Tenant shall have the Option to Renew its Lease for two (2), sixty (60) month terms with no less than Six (6) months prior written notice to Landlord.

The Base Rent during the option term shall be ninety-five percent (95%) of the then fair market rent (FMR), including a new base year and market terms and conditions for non-renewal tenants in comparable office and warehouse buildings.

41. TENANT IMPROVEMENTS: Tenant accepts said 3240 N. Millbrook-Buildings A & B, and 3747 E. Shields in its As Is Condition. Landlord is crediting Tenant $220,000 towards tenant improvements, payable as a rent credit per Paragraph 3.1 of said lease: $4,588.33/month for the first 48 Paid months of said lease.
Unless otherwise stated below, Tenant, as part of the Lease, shall provide the following improvements within the Leased Premises.

Building A:

- **Demo interior walls near reception area, as indicated on Exhibit A, that are non-load bearing.**
- **Replace carpet with mutually acceptable flooring material.**
- **Paint the interior Leased Premises with colors chosen by Tenant from samples provided by Landlord.**
- **Provide New LED replacement lighting within the Leased Premises.**
- **Sidelight windows are already in place and will remain.**
- **Provide all electrical, mechanical, plumbing in good working condition prior to occupancy.**
- **Tenant accepts premises as is except for the tenant improvements detailed within this proposal.**

Building B:

- **Remove metal floor throughout Building "B", if other floor work required, said cost to be amortized in addition to proposed rent.**
- **Demo non-load-bearing walls to create more open warehouse space for storage purposes, in accordance with Exhibit B.**
- **Clean the Leased Premises throughout.**
- **Provide LED replacement lighting, as needed, throughout the Premises.**
- **Provide all electrical, mechanical, plumbing in good working condition prior to occupancy, in the Lab and private offices/classroom areas are air conditioned. Storage warehouse shall have no air conditioning and plumbing.**
- **Tenant accepts premises as is, except for the Tenant Improvements detailed within this proposal.**
- **Add 3 toilets, and 3 urinals.**

All tenant improvements shall be completed by a licensed and insured contractor, with help from properly supervised student trainees.

42. **BROKERS:** Lessee has designated Colliers Tingey International/Scott Buchanan and Lessor has designated Robert Ellis Leasing/Robert Ellis as its broker ("Brokers") and both parties consent hereto. It is understood that Lessor shall pay a market commission equal to 5% of the total rent paid by Lessee during this Lease. Said commission shall be split 50/50 between the Brokers.

In the event Career Nexus or Fresno Unified School District purchases the subject building, Lessor/Seller shall pay a commission equal to 5% of the sales price to Brokers, less the remaining unamortized commission remaining on the Lease. Said commission shall be split on a 50/50 basis between the Brokers.

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"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OF JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISIONS. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISIONS IS VOLUNTARY."

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Landlord's Initials	Tenant's Initials
_____/_____	_____/_____
Broker's Initials	Broker's Initials
_____/_____	_____/_____

This Lease contains **42** paragraphs on **14** pages including **Exhibit A - Floor Plan** and constitutes the entire lease.

LANDLORD:

John S. Foggy

By: _____
John S. Foggy

Date: _____

Address: **c/o T.H. Properties**
5132 North Palm Avenue, PMB 355
Fresno, California 93704

Phone No.: **(559) 259-3754**

TENANT:

Career Nexus, a California Nonprofit
Corporation for Public Benefit

By: _____
Kurt Madden, CEO

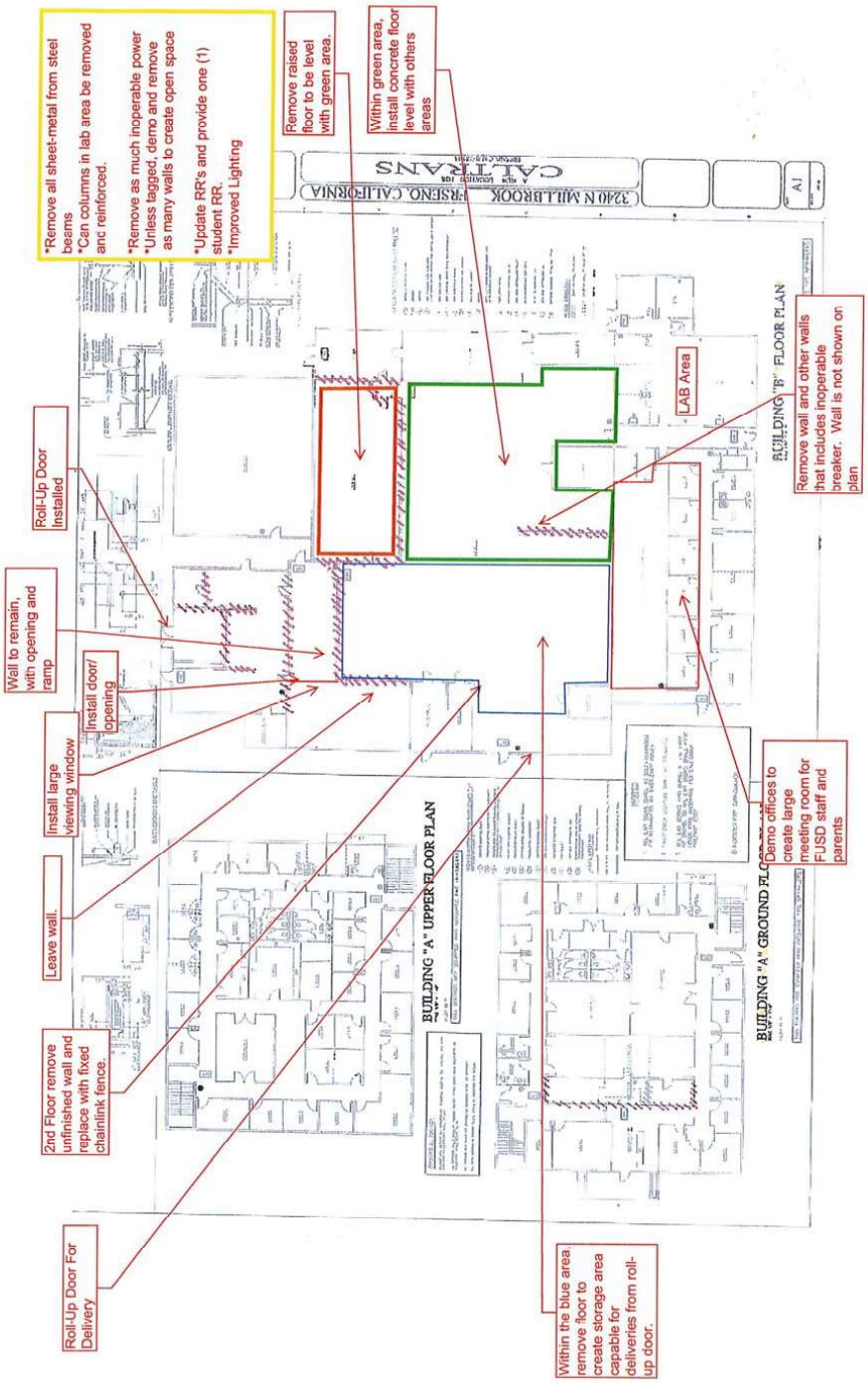
Date: _____

Address: 700 N. Van Ness, Suite 103
Fresno, California 93621

Phone No.: **(559) 272-3880**

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EXHIBIT A
FLOOR PLAN



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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(This form is required to be signed on all transactions beginning January 1, 2015 pursuant to California law SB1171)

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

If you are a Listing Agent **-** you must deliver the form to the seller/lessor before entering into the listing agreement. If the buyer/lessee is not represented by an agent, you must also deliver the form to it within one business day after receiving an offer from the buyer/lessee.

If you are the Buyer's Agent **-** you must deliver the form to the buyer/lessee as soon as the buyer/lessee seeks your services, but in any event before the buyer/lessee signs an offer. In addition, you must also deliver the form to the seller/lessor before or concurrently with presenting an offer.

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.
To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.
To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on the reverse hereof. Read it carefully.

Agent: Robert Ellis Leasing & Investment, Inc.

By:_____
Robert E. Ellis DRE #00870649

Date:_____

Tenant: Career Nexus, a California Nonprofit Corporation for Public Benefit

By:_____
Kurt Madden, CEO

Date:_____

Agent: Scott Buchanan – Colliers International

By:_____
Scott Buchanan – BRE#1389446

Date:_____

Landlord: John S. Foggy

By:_____
John S. Foggy

Date:_____

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Web Site: www.reli1.com ▪ E-mail: rellis@reli1.com ▪ DRE License #00870649

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained.

(b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(d) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(e) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(f) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(g) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(h) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(i) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent which becomes the contract for the sale of the real property upon acceptance by the seller.

(j) "Real property" means any estate specified by subdivision (1)or (2) of Section 761 in property which constitutes or is improved with one to four dwelling units, any leasehold in this type of property exceeding one year's duration, and mobile homes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code.

(k) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(l) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration.

(m) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.

(n) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

(o) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgment of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision.

(c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgment of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgment of receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15. In any circumstance in which the seller or buyer refuses to sign an acknowledgment of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17.

(a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

SAMPLE ONLY – DO NOT FILL OUT

_____is the Listing agent of (check one): ( ) the seller exclusively; or ( ) both the buyer and seller.

_____is the Selling agent, *if not the same as the Listing Agent*, of (check one): ( ) the buyer exclusively; or ( ) the seller exclusively; or ( ) both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22. Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

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REPRESENTATION CONFIRMATION

(This form is required to be signed on all transactions beginning January 1, 2015 pursuant to California law SB1171)

Please note that the terms "Seller" and "Buyer" are defined by the CA Civil Code to include a lessor and lessee, respectively.

This form must be delivered before or concurrently with the signing of the purchase and sale contract or lease. In lieu of this form, such confirmation may also be set forth in the purchase and sale contract or lease.

Date:	**March 14, 2024**
Landlord:	**John S. Foggy**
Tenant:	**Career Nexus, a California Nonprofit Corporation for Public Benefit**
Street Address, City, State:	**3240 North Millbrook, Building A & B, Fresno, CA 93726**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction

Robert Ellis Leasing & Investment, Inc. is the Agent of **(check one)**
Name of Listing Agent (Brokerage Firm)

the Landlord exclusively.

Scott Buchanan – Colliers International is the Agent of **(check one)**
Name of Selling Agent/Procuring Broker (Brokerage Firm)

the Tenant exclusively.

Landlord:	**Tenant:**
John S. Foggy	**Career Nexus, a California Nonprofit Corporation For Public Benefit**
By:_____	By:_____
Print Name: **John S. Foggy**	Print Name: Kurt Madden, CEO

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Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-16

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

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

TITLE AND SUBJECT: Approve Agreement with California Office to Reform Education for Shared Principal II Services by Maria Lynn Rocha Salazar as a Fresno Unified Employee on Loan to California Office to Reform Education

ITEM DESCRIPTION: Included in the Board binders is the agreement between Fresno Unified School District and the California Office to Reform Education (CORE) for the shared services of Principal II, Maria Lynn Rocha Salazar.

Request for approval of the agreement between Fresno Unified and CORE for the shared services of Principal II, Maria Lynn Rocha Salazar, as a Fresno Unified School District employee on loan to CORE as of August 01, 2024, through June 30, 2025.

Pursuant to the Shared Services Agreement, CORE must reimburse the district for all items of cost associated with, or arising out of, its access to the services of the district's employee, Maria Lynn Rocha Salazar.

FINANCIAL SUMMARY: CORE will reimburse Fresno Unified School District for the total cost associated with the Shared Services Agreement. As a result, there will be no fiscal impact to the district for this agreement.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources
PHONE NUMBER: (559)

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Contract Routing Form

Fresno Unified School District | PROCUREMENT SERVICES

Routing Contract Status: FINAL

Please review the attached document linked below. Apply your approval to continue routing by scrolling down to your signature line.

Budget Manager Signed FINAL this must be cleared if you are trying to re-route a corrected version.

Lynn Rocha-Salazar Contract Signed by CORE for 2024-2025.pdf 504.32KB

Contract Attachments Exhibits/Appendices/Quotes etc..

Agenda Item Required for Amendments or items that have already been board approved and need signatures.

Original Agreement Required for Amendments

VENDOR INFORMATION (as found in AMS)

Core Districts

Vendor Contact Primary/Signature Authority

Rick Miller

Vendor Email rick@coredistricts.org

SCHOOL SITE/DEPARTMENT INFORMATION

Site/Department Human Resources

Site Contact Email Susan.Monasterio@fresnounified.org

Site Contact Phone 5594573513

CONTRACT DETAILS

Contract Total $ 0.00

Amount is: Estimated

Contract Start Date 8/1/2024

Contract End Date 6/30/2025

Summarized Services to be provided For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval. (Maximum of 200 characters)

Agreement between Fresno Unified and CORE for the shared services of Principal II, Maria Lynn Rocha Salazar, as a Fresno Unified School District employee on loan to CORE 8/1/2024-6/30/2025

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

6/20/2024

Contract Issued to

Routing Approvals

Review Instructions:

- Approval: apply signature and click submit button on bottom of this page
- Rejection: change phase from FINAL to DRAFT and click reject button on bottom of this page. Apply comments so that the initiator/requestor will know what may need to me modified, or why this contract is rejected.

Contract Phase FINAL

Rejecting back for corrections. Must choose at least one option to hide signature field

- ☐ Missing budget manager signature
- ☐ Missing vendor signature
- ☐ Missing vendor acknowledgement missing on #5
- ☐ Missing vendor acknowledgement missing on 6, 7, 8
- ☐ Missing metrics on AROI
- ☐ Need more details on Scope of Work

Department Leader David.Chavez@fresnounified.org

Department Leader Signature Dept Leader Approval



David Chavez | 6/14/2024 6/14/2024 10:48:29 AM | | IP Address:

Cabinet Level Officer Chief Human Resources

Cabinet Level Officer * Cabinet Approval

David Chavez

Stacey Sandoval, *Executive Director Risk Management* *Jennifer Aguilar | 6/14/2024 | 6/14/2024 1:57:14 PM | IP Address:* Jun 14, 2024

Patrick Jensen, *Chief Financial Officer* _____

Reviewer/Approver: Use the comments box below to provide feedback or request changes to be made. The comments will be sent to the originator so that appropriate updates can be made for resubmission.

CONTRACT BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
CORE DISTRICTS ("CORE")

This Agreement is made as of June 1, 2024, by and between the Fresno Unified School District ("District") and CORE Districts ("CORE") for the purpose of accessing the shared services of Lynn Rocha Salazar ("Employee"), an employee of the District, as follows:

WHEREAS, CORE desires that Employee provide the shared services as set out herein, and the District wishes to have Employee render such shared services to CORE; and

WHEREAS, to the extent Employee provides services to CORE throughout the term of this Agreement, Employee shall remain an employee of the District on loan to CORE.

THEREFORE, the parties agree as follows:

1. **Scope of Work**:

The District shall require the Employee to perform for CORE the services as described in Exhibit "A, Scope of Work," which is attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Services").

2. **Term of Agreement**:

The period of the performance of this Agreement is from August 1, 2024, through June 30, 2025, unless terminated under another provision of this Agreement, or otherwise by law.

3. **District Obligations**:

3.1 To the extent reasonable under the circumstances of this Agreement, the District will direct that Employee fulfill the following obligations to CORE:

a. Carry out the Services with due diligence, care, and efficiency in a manner so as to promote the purpose of this Agreement and shall in all professional matters contemplated by this Agreement, act as a faithful advisor to CORE.

b. Conform in all respects with provisions of the applicable regulations, laws and ordinances of any jurisdictional authority in the area where the Services are to be

performed.

c. Refrain, during the term of this Agreement, from engaging in any activity, whether political or of any other nature, which may adversely affect, impede or impair the performance of the Services.

3.2 The District shall provide Employee a compensation package comprised of salary, health benefits, and payments to the State Teachers Retirement System ("STRS") in accordance with the "CORE Budget and Compensation Schedule" set forth in Exhibit "B," attached hereto and incorporated herein, and shall place the Employee on the District Management Salary Schedule, as determined by the District. Actual compensation may be prorated to reflect the period of performance, as appropriate.

4. **CORE Payments**:

4.1 CORE shall pay the District for Services performed by Employee hereunder, and as specified in Exhibit B, "CORE Budget and Compensation Schedule." CORE agrees to, and shall, reimburse the District for each and every item of compensation to Employee incurred by and through this Agreement. CORE acknowledges and agrees that it shall pay any increases in compensation to Employee related to COLA adjustments, or other District action, that apply during the term of this Agreement. CORE further agrees to pay the District all reasonable costs that may arise from, or are related to, the termination of Employee's District employment, regardless of the reason for said termination.

4.2 The District will provide CORE with itemized invoices on a monthly basis. CORE shall pay the District on a monthly basis upon receipt of an itemized invoice from the District. Invoices should be sent by the District to CORE's Chief Business Officer via email at **Brenda@coredistricts.org**. The District shall continue to disburse Lynn Rocha Salazar's compensation payments from the commencement of this Agreement through June 30, 2025, in accordance with Employee's payroll schedule.

4.3 In the event that CORE's obligation to pay the District becomes delinquent by more than sixty (60) days, the District may, at its option, deem CORE to be in default and terminate this Agreement at the conclusion of the then-current school year, or in accordance with Section 8, below. In the event the District incurs costs related to the termination of Employee

arising from, or related to, the cancellation of this Agreement, the obligations set forth in Section 4.1, above, shall survive any such cancellation/termination of this Agreement and remain in full force and effect.

4.4 Should Employee incur incidental expenses, such expenses shall be paid directly by CORE upon presentation of receipts evidencing said expenses to CORE by Employee. The District shall have no responsibility whatsoever to reimburse Employee for incidental expenses.

5. **Governing Law**:

This Agreement is governed by the laws of the State of California. In the event of a dispute between the parties, such dispute shall be resolved according to California Law, with venue in Fresno County, California.

6. **Assignment**:

No part of this Agreement shall be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void.

7. **Amendment**:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

8. **Termination**:

In addition to the grounds for termination stated in Section 4.3, above, the District may cancel this Agreement at any time and for any reason by giving CORE at least thirty (30) days advance written notice. Should this Agreement be cancelled or terminated during its term, CORE shall make reasonable efforts to enable the Employee to undertake and/or resume her District duties and functions.

9. **Indemnification**:

The District agrees to indemnify and hold harmless CORE, its officers, employees, agents and representatives from all claims, liabilities, losses by whomsoever asserted arising out of acts or

omissions by the District, its employees (other than the Employee herein, for whom CORE shall remain liable), agents and representatives in the performance of this Agreement, except those arising by reason of the negligence of CORE, its officers, employees, agents or representatives.

CORE agrees to indemnify and hold harmless the District, its Governing Board of Trustees and each of them, its officers, employees, agents and representatives from all claims, liabilities, losses by whomsoever asserted arising out of acts or omissions by CORE, its employees, the Employee herein, its agents or representatives in the performance of this Agreement, except those arising by reason of the negligence of the District, its officers, employees, agents or representatives.

10. **Communications**:

The names and addresses of the direct contact person for each of the parties are as follows:

CORE Districts: Rick Miller, CEO

2014 Capitol Ave. Suite 100 #4014

Sacramento, CA 95811

Fresno Unified School District: Mao Misty Her, Interim Superintendent

2309 Tulare Street, Fresno, 93721

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

Fresno Unified School District	CORE Districts
	Rick Miller
Dated:	Dated: Jun 13 2024

Jun 14, 2024

EXHIBIT A EMPLOYEE'S SCOPE OF WORK

Job Description: Senior Improvement Coach

Reports to: Chief of Improvement; School Networks

Key Responsibilities

Reporting to the Chief of Improvement; School Networks, the Senior Improvement Coach will work collaboratively with the District's school-based improvement teams, District staff, CORE staff, and research partners. The Senior Improvement Coach will:

- Support a cohort of school-based teams in the work of improving, which includes but is not limited to analyzing problems of practice, collecting data, designing and executing improvement cycles, and holding productive team meetings that advance the team's collective learning.
- Collaborate with school-based improvement teams to document promising practices and contribute practical learning to cross-district improvement communities.
- Model content-area and/or improvement practices intentionally and strategically to build the capability of others.
- Collaborate on the design and facilitation of professional learning experiences, including large-scale convenings, regional cross-team meetings, capability-building courses, and virtual sessions.
- Collaborate with colleagues on an internal CORE Improvement Team to reflect on coaching practice and continually refine the organization's approach to improvement and related resources.
- Participate in required continued learning and development in improvement science theory, strategy, tools, equity, and techniques to enhance coaching practice.
- Participate on teams within CORE to enhance its operation, performance, and culture as a learning organization.
- Meet regularly with Fresno Unified Central Office Executive Leader to update on the improvement work and problem solve to remove obstacles for school teams.
- Provide regular updates to the Fresno Unified Superintendent or designee of the success and challenges of the improvement teams.

Skills and Dispositions

- Passion for and commitment to the pursuit of educational equity.
- Strong interpersonal skills and the ability to work with and connect to individuals at all levels of an organization.
- Curious, open, reflective, able to accept feedback and learn from failure.
- Comfortable navigating ambiguity and working in environments that are fast paced and evolving.
- Demonstrated ability to learn quickly and apply new methodology to persistent problems.
- Ability to read the dynamics of a team and determine the appropriate moment and manner in which to engage.
- Ability to understand the context, challenges, and quirks of an organization.
- Knowledge of and experience in adult learning in practical settings.
- Strong analytic, strategic thinking, and planning skills.
- Ability to take initiative and manage assignments from conceptualization to completion.
- Disposition towards finding and cultivating joy in the work.

EXHIBIT B

CORE BUDGET AND COMPENSATION SCHEDULE

Based on Employee's required 206-day work year, the following items of compensation shall be paid by CORE to the District:

Total Estimated Annual Compensation of $226,971 based on the following:

1. Salary - $167,220 per year
2. Health Benefits - $22,000 per year: Medical & Dental
3. Paid Vacation - 0 days per year
4. STRS – 19.1% of salary, as adjusted
5. Medicare - 1.45%
6. Unemployment Insurance - 0.05%
7. Liability Insurance – 1.15%
8. Workers' Compensation Insurance - 0.85%
9. Paid Holidays - Per the District's Administrative Holiday Schedule

- CORE shall be responsible, and shall pay, for all items of compensation as they may be adjusted from time to time, based on approved District action and/or applicable District formulas.
- CORE's obligation to pay all costs associated with Employee's termination as set forth in Section 4.1 and in other applicable sections of this contract between CORE and the District.

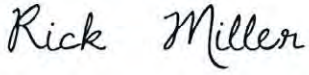
xodo sign
by apryse

Audit Trail

Document Details

Title	Contract Renewal for Lynn 2024-2025
File Name	Salazar, Lynn Rocha - FUSD On Loan Agreement with Comp 2024-2025.docx
Document ID	e8dd9fadf0ef425588d825f1b74ddd2a
Fingerprint	15a1ba0ae616fe9ee60b8139d7c14a3b
Status	Completed

Document History

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Document Sent	Document Sent to Rick Miller (rick@coredistricts.org)	Jun 13 2024 12:55PM America/Los_Angeles
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-17

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

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

TITLE AND SUBJECT: Approve Agreement with Consultant from EduLead, LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with EduLead, LLC to provide a consultant to Fresno Unified School District to support the implementation of the Council of the Great City Schools (CGCS) recommendations. These recommendations focus on five key themes:

1. Multi-Tiered System of Support (MTSS)
2. Disability Demographics and Referral and Identification
3. Achievement Data
4. Accelerating Achievement and Wellbeing of Students with Disabilities (SwD)
5. Support for Teaching and Learning for SwD

On May 08, 2024, the CGCS presented these recommendations to the Board of Education, aiming to enhance Special Education Services in Fresno Unified School District. CGCS' report advised hiring a consultant to facilitate and expedite these recommendations, ensuring effective implementation across all schools and departments engaging all educational partners.

The CGCS stressed the importance of a comprehensive and wide-ranging approach to implementing MTSS and the Special Education recommendations throughout Fresno Unified.

FINANCIAL SUMMARY: Sufficient funds in the amount of $93,600 are available in the Special Education budget.

PREPARED BY: Tangee Pinheiro, Ed.D.,

DIVISION: Special Education Department
PHONE NUMBER: (559) 457-3225

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her Interim Superintendent

Fresno Unified School District
Contract Routing Form

Fresno Unified School District
Achieving our Greatest Potential!

PROCUREMENT SERVICES

Completed Independent Contract Agreement Attached

Contract Number: 178276

Federal Funding will not be used

Edulead, Llc.
Vendor Name

4925 Londonberry Dr. Tampa, FL 33647
Address

(503) 734-0306
Phone Number

Judy Elliot, PhD
Vendor Contact

Term (Duration)

From: **7/1/2024**

Through: **6/30/2025**

FUSD Contract Administrator:

Tangee.Pinheiro@fresnounified.org
Name

Special Education Administration
Site/Dept

Budget (Fund-Unit-Dept.-Activity-Function-Object) **.060-6500-0787-5899-5765-1110**

Annual Cost: $93600.00

Scope of Work Summary: Contractor will help develop the internal capacity of the Fresno Unified School District to systematically implement, evaluate and sustain a multi-tiered system of support (MTSS).

Routing Order:

1) Reviewed & approved by **Department Head:** Tangee Pinheiro — *6/6/2024*

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

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

Please return signed agreement back to: Shertao.Vang@fresnounified.org

Contract Routing Form

Routing Contract Status: FINAL

Please review the attached document linked below. Apply your approval to continue routing by scrolling down to your signature line.

Budget Manager Signed FINAL this must be cleared if you are trying to re-route a corrected version.

Edulead, Llc._Edulead, Llc._Agreement.pdf 4.5MB

Contract Attachments Exhibits/Appendices/Quotes etc..

Agenda Item Required for Amendments or items that have already been board approved and need signatures.

Original Agreement Required for Amendments

VENDOR INFORMATION (as found in AMS)

Edulead, Llc.

Vendor Contact Primary/Signature Authority

Judy Elliot, PhD

Vendor Email jelliott@4edulead.com

SCHOOL SITE/DEPARTMENT INFORMATION

Site/Department Special Education Administration

Site Contact Email Shertao.Vang@fresnounified.org

Site Contact Phone 437-3250

CONTRACT DETAILS

Contract Total $ 93,600.00

Amount is: Estimated

Contract Start Date 7/1/2024

Contract End Date 6/30/2025

Summarized Services to be provided For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval. (Maximum of 200 characters)

Contractor will help develop the internal capacity of the Fresno Unified School District to systematically implement, evaluate and sustain a multi-tiered system of support (MTSS).

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

6/20/2024

Contract Issued to Edulead, Llc.

Routing Approvals

Review Instructions:

- Approval: apply signature and click submit button on bottom of this page
- Rejection: change phase from FINAL to DRAFT and click reject button on bottom of this page. Apply comments so that the initiator/requestor will know what may need to me modified, or why this contract is rejected.

Contract Phase FINAL

Rejecting back for corrections. Must choose at least one option to hide signature field

- [ ] Missing budget manager signature
- [ ] Missing vendor signature
- [ ] Missing vendor acknowledgement missing on #5
- [ ] Missing vendor acknowledgement missing on 6, 7, 8
- [ ] Missing metrics on AROI
- [ ] Need more details on Scope of Work

Department Leader Tangee.Pinheiro@fresnounified.org

Department Leader Signature Dept. Leader Approval

Tangee Pinheiro

Tangee Pinheiro | 6/6/2024 6/6/2024 2:59:47 PM | | IP Address:

Cabinet Level Officer Chief Academic Officer

Cabinet Level Officer * Cabinet Approval

Natasha Baker

Natasha Baker | 6/6/2024 | 6/6/2024 4:11:52 PM | IP Address:

Stacey Sandoval, ***Executive Director Risk Management*** _____

Patrick Jensen, ***Chief Financial Officer*** _____

Reviewer/Approver: Use the comments box below to provide feedback or request changes to be made. The comments will be sent to the originator so that appropriate updates can be made for resubmission.

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721

Fresno Unified School District

Achieving our Greatest Potential!

GENERAL INFORMATION **Contract Number:** 178276 Federal Funding will not be used

School/Department Budget: .060 6500 0787 5899 5765 1110

. . . . . .

. . . . . .

District Contact Person: Shertao.Vang@fresnounified.org

Budget Manager Approval: Shertao Vang

Contractor's Vendor Name: Edulead, Llc.

Contractor's Contact Person: Judy Elliot, PhD

Contractor's Title: CEO

Contractor's Telephone Number: (503) 734-0306

Contractor's E-mail: jelliott@4edulead.com

Contractor's Address: 4925 Londonberry Dr. Tampa, FL 33647

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 July 1, 2024 (the "Effective Date") by Fresno Unified School District ("District") and Edulead, Llc. ("Contractor").

1. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE: Develop the internal capacity of the FUSD to systemically implement, evaluate and sustain a multi-tiered system of support (MTSS) that integrates academic, behavior and social-emotional practices to improve student outcomes. This work necessarily includes the establishment of a MTSS District Leadership Team (DLT).

Scope of Work: the work will include the development and support of a District Leadership Team (DLT) that will, among other things, plan, develop and evaluate a MTSS implementation plan. The DLT will work to identify an MTSS Implementation Team for the district that will support the delivery of professional learning and technical assistance at the school level (TBD).

The work of the DLT will build upon district efforts to date and include identifying infrastructures, barriers and resources needed to implement MTSS. The work with the District Implementation Team will include coaching and technical assistance to develop the infrastructure to train school leadership teams to implement MTSS.

MTSS District Leadership Team (DLT): once established, we will work to attain a common language, common understanding of MTSS, the six critical components and the integration of academic, behavior and social-emotional practices. The professional learning provided to the DLT will emphasize consensus building and evaluating current and needed infrastructures to support the data driven work. The DLT will examine supports as well as barriers to the acceleration of performance across all student groups (e.g., gifted, English learners, students with disabilities, struggling learners, homeless and foster youth etc.). A district-wide MTSS implementation plan will be developed that incorporates school climate and culturally responsive practices. Potentially, toward the end of the 2024-2025 (timeline TBD) school year, SLTs may begin training.

Estimated cost calculation:
$300 per hour x 2 hours of virtual support = $7,200
$300 per hour x 192 hours of on-site support = $57,600.
Prep hours and additional expenses = $28,800

Academic Return on Investment

to be completed by district staff

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Medium-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Fresno Unified does not have a Multi-tiered System of Support (MTSS) framework that is inclusive of district and school leadership teams.	If we hire a consultant with expertise in MTSS that develop the internal capacity of the Fresno Unified School District.	We can effectively implement MTSS and have have shared ownership across all district and school leadership teams.	Fresno Unified will be able to provide the appropriate supports to all 71K students.	We expect 100% cross collaboration between departments to build the appropriate framework for MTSS at Fresno Unified School District.	We want to see that the effective must of MTSS will have a positive impact on our students. This impact will be reflective in our improved suspension rates. Our goal is to decrease the rate from 7.3% to less than 5% in the short term.	And ultimately, we want to impact student achievement at the highest level, especially for our students with Special Education services. We want to see a 22% growth in our graduation rate for students with special education services. This would make our graduation rate match the district's 89% graduation rate.

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 July 1, 2024, 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 $300.00 per hour, not to exceed $72,000.00. Checks will be made payable to Edulead, 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 _____

   a. Lodging $.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   b. Meals $.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $93,600.00
   f. Other $21,600.00

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 JE JE 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

June 10, 2024 September 10, 2024

Contractor's initials JE JE 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: Edulead, Llc.

Name: Judy Elliot, PhD

Address:
4925 Londonberry Dr. Tampa, FL 33647

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

CONTRACTOR

Edulead, Llc.

Name: Judy Elliot, PhD ***, Title:*** CEO

Jun 6, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

6/10/2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-18

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

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

TITLE AND SUBJECT: Approve Agreement with Recruitment Alley for Paraprofessional Support for Special Education

ITEM DESCRIPTION: Included in the Board binders is a 2024/25 agreement with Recruitment Alley to provide paraprofessional support for the Special Education Department. Currently, there are 205 vacant special education paraprofessional and paraeducator positions across all elementary, middle, and high school sites. The agreement with Recruitment Alley will provide up to 100 paraprofessionals to fill these vacancies. Each contracted individual can be billed for up to five and a half hours per day for the 180 Board approved school days at a rate of $40 per hour. Recruitment Alley will schedule staff for a six-hour duty day, including a 30-minute unpaid break as required by law.

By contracting with the Recruitment Alley group, the Special Education Department aims to ensure that students receive the necessary paraprofessional support to succeed in school. The 100 requested positions from Recruitment Alley will address half of the current vacancies. As sites fill their vacant positions, the number of contracted paraprofessionals will be reduced.

FINANCIAL SUMMARY: Sufficient funds in the amount of $3,960,000 are available in the Special Education Budget.

PREPARED BY: Tangee Pinheiro, Ed.D.

DIVISION: Special Education Department
PHONE NUMBER: (559) 457-3731

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

31778
Vendor Number

Recruitment Alley
Vendor Name

559-250-2057
Phone Number

2505 W. Shaw Ave, Suite 150. Fresno, CA 93711
Address

Alley Her
Vendor Contact

From: 8/14/2024 **Through:** 6/30/2025
Term (Duration)

FUSD Contract Administrator:
Tangee Pinheiro — *Name*
Special Education Department — *Site/ Dept*
457-3220 — *Telephone number*

Budget *(Fund-Unit-Dept.-Activity-Function-Object)* 060-6500-0785-5760-1110-5110

Annual Cost $ 3,960,000.00 (Estimated Amount)

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

Yes ☑ ***No*** ☐

Scope of Work Summary:

Contractor will provide up to 100 paraprofessionals to support students receiving Special Education Services for the 2024/2025 school year. The Special Education department will collaborate with the contractor to assign paraprofessionals based on the Fresno Unified Special Education paraprofessional vacancies at school sites. The hours have been shortened to align with the student hour at school sites.

Duties of contracted paraprofessionals include, but are not limited to, assisting teachers with classroom management, providing instruction as directed by teacher to individual or groups, provide instruction a assistance to students, assist in preparation of lessons and instructional materials, and assisting students with personal hygiene.

Estimated Cost Calculation: 100 paraprofessionals x $40 per hour x 5.5 billable hours x 180 school days = $3,960,000

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 06/20/24 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**
Signed — 5/24/24 *Date*

Reviewed & approved by **Cabinet Level Officer**
Signed — 05/31/2024 *Date*

Reviewed & approved by **Risk Management**
Signed — Jun 4, 2024 *Date*

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

Revised 9/20/23

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6500-0785-5760-1110-5110

District Contact Person: Tangee Pinheiro

Budget Manager Approval: 

Contractor's Vendor Name: Recruitment Alley

Contractor's Contact Person: Alley Her

Contractor's Title: Chief Executive Officer

Contractor's Telephone Number: 559-250-2057

Contractor's E-mail: Alley@recruitmentalley.com

Contractor's Address: 2505 W. Shaw Ave, Suite 150. Fresno, CA 93711

This Independent Contractor Services Agreement is made and entered into effective 8/14/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Recruitment Alley ("Contractor").

1. Contractor Services. Contractor agrees to provide

The contractor will provide up to 100 paraprofessionals to support students receiving Special Education Services for the 2024/2025 school year. The Special Education (SPED) office will collaborate with the contractor to assign paraprofessionals based on Fresno Unified SPED vacancies at school sites. Once a vacant position is filled by the Fresno Unified site, the Manager will coordinate with the contractor to reassign the contracted support. The contractor will not solicit services directly from school sites. Duties of contracted paraprofessionals include, but are not limited to, assisting teachers with classroom management, providing instruction as directed by teacher to individual or groups, provide instruction a assistance to students, assist in preparation of lessons and instructional materials, and assisting students with personal hygiene.

Invoicing and Billing: Each assigned contracted individual can be billed for up to 5.5 hours per day for the 180 board-approved school days at a rate of $40 per hour. The contractor will schedule staff for a 6-hour duty day, which includes a 30-minute unpaid break as required by law. The contractor will submit monthly billing invoices to the assigned Manager and SPED Office Assistant for payment processing. Invoices must include time sheets for contracted individuals supporting the sites. Any billing hours that exceed the agreed-upon 5.5 hours per day must have prior approval from the assigned Manager at the SPED office. The estimated cost of services is $3,960,000, calculated as follows: 100 paraprofessionals x $40 per hour x 5.5 billable daily hours x 180 school days. This estimate does not include services for the Extended School Year.

Goals & Metrics: Fresno Unified currently has over 200 vacant paraprofessional/paraeducator positions. The contractor will provide up to half of the needed positions to fill these vacancies. The goal for the 2024/2025 school year is to ensure that 100% of students with SPED services receive the necessary support to thrive both in and out of the classroom. The success of the partnership will be measured by the percentage of positions filled to support the sites. The SPED office anticipates that at least 85% to 100% of the contracted positions will be filled by the contractor.

The Logic Model

Situation	Inputs	Outputs		Outcomes *(Must be Measurable)*		
Problem and Need	**Investments** *(e.g., equipment, funds, product, services, staff)*	**Activities** *What we do*	**Participants** *Who we reach*	**Short-Term** (Learning) *Expect to see*	**Medium-Term** (Change in Behavior or Performance) *Want to see*	**Long-Term** (Change in Condition) *Hope to see*
The problem is . . . *and this is needed to remedy it . . .*	*If we have these resources in place . . .* (existing resources or new product/services)	*And do these things . . .*	*And reach these individuals . . .*	*We will achieve these changes in knowledge and learning . . .* Include how these outcomes will be monitored and measured.	*Shape these behaviors . . . .* Include how these outcomes will be monitored and measured.	*And ultimately achieve these impacts* Include how these outcomes will be monitored and measured.
The problem with Special Education (SPED) paraprofessionals is that there are not enough qualified staff to apply and work the positions. As a result, we have over 246.7 vacant FTE.	If we can contract with Stepping Stones and Recruitment Alley, we can fill the vacant positions with contract staff.	We would be able to focus on quality instructions to our students with SPED services. We can measure our quality instruction by collecting para/teacher surveys.	Our Students with special education services would have the supports they need. We estimate contracts can impact up to 1,000 students	Our teachers will be able to focus on quality instruction that can be measured with student participation and grades. We hope to decrease the chronic absenteeism for student's with SPED services from 42.4% to 32.0%	We will meet our goal of "Increase recruitment and retention of staff reflecting the diversity of our community (LCAP Goal 4)." We want to see our vacancy percentage decrease from 28% to 20%.	We hope to ultimately be able to have robust SPED programs that can have accountability in student achievement (grades) and post secondary success. Testaments to our success will mean a 10% improvement in our SPED graduation rate: 67.3% to 77.3%.

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 8/14/2024, and shall terminate on 6/30/2025. 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 $ 40.00 per hour, not to exceed $ 3,960,000.00. Checks will be made payable to Recruitment Alley. 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 LH

   a. Lodging _____ Actual cost of single occupancy. Not to exceed $113 per night. **Receipt Required.*

   b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. **Receipt Required.*

   c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies _____ As negotiated with school/department contracting for service.

   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $ 3,960,000

   f. Other _____

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

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

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

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

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

Contractor's initials LH 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials LH 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: Recruitment Alley

Name: Alley Her

Address:

2505 W. Shaw Ave, Suite 150.

Fresno, CA 93711

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.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Recruitment Alley

Alley Her (May 22, 2024 12:03 PDT)

Name: Alley Her ***, Title:*** Chief Executive Officer

May 22, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Jun 4, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-19

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Agreement with the State Center Community College District

ITEM DESCRIPTION: Included in the Board binder is an agreement with the State Center Community College District (SCCCD) and the Expanded Learning Department. SCCCD is a prequalified community-based partner through the Request for Qualifications (RFQ) 22-09 process and Board approved.

Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied literacy and/or mathematics through real-world and student-centered experiences, Visual and Performing Arts (VAPA), Science, Technology, Engineering, and Mathematics (STEM), and/or Sports and Fitness enrichment outside of the regular school day.

SCCCD agrees to provide seven programs to currently enrolled Fresno Unified students during Summer Camps in July 2024 as outlined in the agreement. The camps to be provided are Cyber Live! Camp, Fire, Police, and Emergency Medical Camp, Construction Trades, RAM Camp, Land, Water, Air, & Rail Transportation, Introduction to Health Care Careers, and VEX Robotics V5 Workcell. SCCCD will serve 340 Fresno Unified students in grades 1 through 12. Approval of the summer camp agreement is recommended.

FINANCIAL SUMMARY: Sufficient funds in the amount of $176,968 are available in the Expanded Learning Department Expanded Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward

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

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

21390
Vendor Number

State Center Community College District	1171 FULTON ST., FRESNO, CA 93721
Vendor Name	*Address*
559-243-7111	David El Fattal
Phone Number	*Vendor Contact*

From: 7/1/2024 **Through:** 7/26/2024
Term (Duration)

FUSD Contract Administrator:

Jeremy Ward	CCR / Expanded Learning	559-248-7560
Name	*Site/ Dept*	*Telephone number*

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-2600-0791-1110-4000-5899

Annual Cost $176,968.80 (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:

SCCCD agrees to participate in a communication, registration and attendance service offered by InPlay, receive confidential student data provided by Fresno Unified School District to enroll students in SCCCD's Summer Camp programs, manage student rosters and attendance, and maintain communication with families of enrolled students and the Expanded Learning department. SCCCD agrees to handle the student data in accordance with Fresno Unified's data security and privacy policies as well as in accordance with all applicable laws and regulations. SCCCD agrees to utilize the student data solely for the purposes of performing legitimate educational purposes related to program(s) outlined in this agreement. SCCCD will receive a 40% advance payment prior to the start of Summer Camps. At the conclusion of Summer Camp, SCCCD agrees to submit an Executive Summary report outlining information for each week of program offered along with a final invoice less the advancement amount received. SCCCD agrees and understand that the final invoice due to Expanded Learning department will be dependent on the program's overall average daily attendance: full contract invoiced and paid less the 40% advance payment, if the overall average camp attendance is 50% – 100%, or 75% of contract invoiced and paid less the 40% advance payment, if the overall average camp attendance is below 50%.

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:** 06/20/24 *Will contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:** *Signed* 5/10/24 *Date*

Reviewed & approved by **Cabinet Level Officer** *Signed* 6/14/2024 *Date*

Reviewed & approved by **Risk Management** *Signed* Jun 17, 2024 *Date*

Please return signed agreement back to (name/email) : AMY CHA / Amy.Cha@fresnounified.org

Revised 9/20/23

Fresno Unified School District

Independent Contractor Services Agreement

Fresno Unified School District
Achieving our Greatest Potential!

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-4000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: State Center Community College District Contractor's Contact Person: Dr. David El Fattal, Vice Chancellor of Finance & Administration

Contractor's Title:

Contractor's Telephone Number: 559-243-7111

Contractor's E-mail: david.el-fattal@scccd.edu

Contractor's Address: 1171 FULTON ST., FRESNO, CA 93721

This Independent Contractor Services Agreement is made and entered into effective 7/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and State Center Community ("Contractor").

1. Contractor Services. Contractor agrees to provide
SCCCD agrees to provide seven full-day programs off-site for Summer Camp in July 2024 as follows: Construction Trades - This program will operate for 1 five-day session, Session 3: July 22 - 26, 2024 during Full Day Session: 8:00 AM - 5:00 PM, and serve up to 20 students per session, for a total of 20 students in grades 9th - 12th. The total cost of the camp is $11,394.00. Cyber Live! Camp - This program will operate for 1 five-day session, Session 3: July 22 - 26, 2024 during Full Day Session: 8:00 AM - 5:00 PM, and serve up to 20, for a total of 20 students in grades 9th - 12th. The total cost of the camp is $11,016.00. Fire, Police, and Emergency Medical Camp - This program will operate for 1 five-day session, Session 2: July 15 - 19, 2024 during Full Day Session: 8:00 AM - 5:00 PM, and serve up to 20 students per session, for a total of 20 students in grades 9th - 12th. The total cost of the camp is $13,230.00. Introduction to Health Care Careers - This program will operate for 3, Session 1: July 8 - 12, 2024 during Full Day Session: 8:00 AM - 5:00 PM, and serve up to 40 students per session, for a total of 40 students in grades 8th - 12th. The total cost of the camp is $10,411.20. Land, Water, Air, & Rail Transportation - This program will operate for 1 five-day session, Session 2: July 15 - 19, 2024 during Full Day Session: 8:00 AM - 5:00 PM, and serve up to 0 students per session, for a total of 40 students in grades 7th - 12th. The total cost of the camp is $20,088.00. RAM Camp - This program will operate for 3 five-day sessions, Session 1: July 8 - 12, 2024, Session 2: July 15 - 19, 2024, and Session 3: July 22 - 26, 2024 during Full Day Session: 8:00 AM - 5:00 PM, and serve up to 0 students per session, for a total of 180 students in grades 1st - 6th. The total cost of the camp is $99,813.60. VEX Robotics V5 Workcell - This program will operate for 1 five-day session, Session 1: July 8 - 12, 2024 during Full Day Session: 8:00 AM - 5:00 PM, and serve up to 20 students per session, for a total of 20 students in grades 8th - 11th. The total cost of the camp is $11,016.00. Full breakfast, full lunch, snacks, and water will be provided daily for students. More program specifics are outlined in vendor's proposals. All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified. *NOTE: Any program with less than 40% enrollment/registration of their capacity once registrations close will be canceled.

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

3. Term. This Agreement shall begin on 7/1/2024 , and shall terminate on 7/26/2024 . 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 $176,968.80 per agreement not to exceed $176,968.80 . Checks will be made payable to . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☑ No, Vendor initial here DEF

a Lodging 0 Actual cost of single occupancy. Not to exceed $113 per night. *Receipt Required.*

b Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. *Receipt Required.*

c Travel 0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d Supplies 0 As negotiated with school/department contracting for service.

e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $176,968.80

f Other 0

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

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

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

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

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

Contractor's initials DEF 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 FUSD District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnities") and that the Indemnities will hold SCCC District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Contractor") 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials  District's initials 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: State Center Community College

Name: David El Fattal

Address:
1171 FULTON ST., FRESNO, CA 93721

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.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

State Center Community College District

Name: David E. Fattal, *Title:* Vice Chancellor of Finance & Admin

5/9/24

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Jun 17, 2024

Date

PRICE PAIGE & COMPANY
Certified Public Accountants

Fresno Unified Fraud Alert

Translate this page: Español | Hmong

Price Paige & Company, a Professional Accountancy Corporation, serves as the Internal Auditor for the Fresno Unified School District and is responsible for monitoring fraud, waste and abuse allegations. There are various ways anyone can easily and anonymously report allegations of fraud, waste and abuse occurring within the District. Allegations reported are processed by the Internal Auditor and either investigated or referred to other appropriate District personnel depending on the nature and substance of the allegation.

In all cases, allegations are considered and appropriate measures are taken to investigate the substance of the allegation in order to determine if sufficient predication exists to launch a fraud, waste or abuse investigation.

Examples of matters that should be reported include:

- Violations of Federal or State laws, rules, and regulations pertaining to District programs and funding
- Contract and procurement irregularities
- Associated Student Body account irregularities

- Theft and/or abuse of District property including cash, inventory, computers or other assets
- Conflicts of interest complaints regarding District personnel matters and/or management are not generally investigated by the Internal Auditor unless there is evidence of wrongdoing.

Please provide reliable and accurate information to ensure your report is properly reviewed.

Prior to submitting a report, please ensure you have the correct spelling of names, employee, vendor information, position and program titles, work location, funding source, and any other important details. Choose one of the following methods to anonymously report fraud, waste, and abuse:

1. Complete the Fraud, Waste and Abuse Reporting Form for follow-up by the Internal Auditor
2. Call the anti-Fraud, Waste and Abuse Reporting Hotline at **559-325-3200** to leave a detailed message.

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Academic Return on Investment

to be completed by district staff

Situation	Inputs	Outputs		Outcomes (Must be measurable)		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Medium-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The problem is many Fresno Unified students do not have equitable access to participate in community-based enrichment programs available in Fresno County or experience exposure to age-appropriate programs on college campuses during their K-12 education.	If we partner with State Center Community College District, Fresno City College to provide enrichment programs for students during the summer, students can access these opportunities that they wouldn't typically have access to outside of our program at no cost and remain engaged during Summer Break.	Students will have equitable access to new opportunities, experiences, gain new skills, gain leadership and teamwork etiquettes.	We will have the opportunity to reach all students in grades 1st through 12th and create memorable experiences for students of all background.	Increase student access and opportunities to gain experience and skills in career pathway inspired programs that include technology, first responders occupations, construction trades, sports, transportation, and health care. Students will be taught by college professors and coaches. Fresno Unified students across all regions will have access to take advantage of the 340 camp seats available through the InPlay registration platform. Parents/guardians will need to register their child through InPlay if they are interested.	Increase the number of college and career enrichment program opportunities by 10% to ensure more students have access to learn lifelong skills, gain new knowledge and experiences. This will be monitored with registration, attendance, and survey data to measure opportunities students are participating in, in an effort to improve student outcomes, access, and experiences.	Sustain the number of opportunities to ensure all students who participate in Expanded Learning programs have the opportunity to learn new skills, gain new knowledge, and explore the world through new experiences to prepare them for post-secondary education and careers.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-20

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

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

TITLE AND SUBJECT: Approve Agreement with Stepping Stones to Provided Extra Support for Special Education

ITEM DESCRIPTION: Included in the Board binders is an agreement with Stepping Stones for the 2024/25 school year, which aims to provide additional paraprofessional support for the Special Education Department. To effectively address the individualized needs and goals of these students, extra support is required. This support includes, but is not limited to, managing student behaviors, assisting visually or orthopedically impaired students, and serving as bus monitors. Each contracted paraprofessional can be billed for up to five and a half hours per day over the 180 Board approved school days, at a rate of $50 per hour. Stepping Stones will schedule staff for a six-hour duty day, which includes a mandatory 30 minute unpaid break as required by law.

By partnering with the Stepping Stones group, the Special Education Department aims to ensure that students receive the necessary paraprofessional support during school hours. To address this need, the department is requesting 82 contracted paraprofessionals. The number of requested paraprofessionals will fluctuate based on individual student needs.

FINANCIAL SUMMARY: A budget augmentation in the amount of $4,059,000 is requested for the Special Education Budget.

PREPARED BY: Tangee Pinheiro, Ed.D.

DIVISION: Special Education Department
PHONE NUMBER: (559) 457-3731

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

31127
Vendor Number

Stepping Stones Group
Vendor Name

5000 Birch St. Suite 3000 West Tower, Newport Beach, CA 92660
Address

888-835-0894
Phone Number

Janine Mahon
Vendor Contact

From: 8/14/2024 **Through:** 6/30/2025
Term (Duration)

FUSD Contract Administrator:
Tangee Pinheiro — *Name*

Special Education Department — *Site/ Dept*

457-3220 — *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Function-Object)* 060-6500-0785-5760-1110-5110

Annual Cost $ 4,059,000.00 (Estimated Amount)

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

Yes ☑ ***No*** ☐

Scope of Work Summary:

Contractor will provide up to 82 extra support paraprofessionals to support students receiving Special Education Services for the 2024/2025 school year. The Special Education department will collaborate with the contractor to assign paraprofessionals based on the individualized need of students. The contracted hours have been shortened to align with the student hours at school sites.

The requested support includes, but is not limited to, managing student behaviors, assisting visually or orthopedically impaired students, and serving as bus monitors

Estimated Cost Calculation: 82 paraprofessionals x $50 per hour x 5.5 billable hours x 180 school days = $4,059,000

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 06/20/24 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**
Signed — 5/28/24 *Date*

Reviewed & approved by **Cabinet Level Officer**
Signed — 05/31/2024 *Date*

Reviewed & approved by **Risk Management**
Signed — Jun 4, 2024 *Date*

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

Revised 9/20/23

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6500-0785-5760-1110-5110

District Contact Person: Tangee Pinheiro

Budget Manager Approval: Shertoo Vong

Contractor's Vendor Name: Stepping Stones Group

Contractor's Contact Person: Janine Mahon

Contractor's Title: Director of Client Services

Contractor's Telephone Number: 888-835-0894

Contractor's E-mail: Janine.Mahon@ssg-healthcare.com

Contractor's Address: 5000 Birch St. Suite 3000 West Tower, Newport Beach, CA 92660

This Independent Contractor Services Agreement is made and entered into effective 8/14/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Stepping Stones Group ("Contractor").

1. Contractor Services. Contractor agrees to provide

The contractor will provide up to 82 extra support paraprofessionals to support students receiving Special Education Services for the 2024/2025 school year. The Special Education (SPED) office will collaborate with the contractor to assign extra support paraprofessionals based on the individualized need of students. The requested support includes, but is not limited to, managing student behaviors, assisting visually or orthopedically impaired students, and serving as bus monitors

Invoicing and Billing: Each assigned contracted individual can be billed for up to 5.5 hours per day for the 180 board-approved school days at a rate of $50 per hour. The contractor will schedule staff for a 6-hour duty day, which includes a 30-minute unpaid break as required by law. The contractor will submit monthly billing invoices to the assigned Manager and SPED Office Assistant for payment processing. Invoices must include time sheets for contracted individuals supporting the sites. Any billing hours that exceed the agreed-upon 5.5 hours per day must have prior approval from the assigned Manager at the SPED office. The estimated cost of services is $4,059,000, calculated as follows: 82 paraprofessionals x $50 per hour x 5.5 billable daily hours x 180 school days. This estimate does not include services for the Extended School Year.

Goals & Metrics: The goal for the 2024/2025 school year is to ensure that 100% of students with special education services receive the necessary support to thrive both in and out of the classroom. The success of the partnership will be measured by the percentage of positions filled to support the sites. The SPED office anticipates that at least 85% to 100% of the contracted positions will be filled by the contractor.

The Logic Model

Situation	Inputs	Outputs		Outcomes *(Must be Measurable)*		
Problem and Need	**Investments** *(e.g., equipment, funds, product, services, staff)*	**Activities** *What we do*	**Participants** *Who we reach*	**Short-Term** (Learning) *Expect to see*	**Medium-Term** (Change in Behavior or Performance) *Want to see*	**Long-Term** (Change in Condition) *Hope to see*
The problem is . . . *and this is needed to remedy it . . .*	*If we have these resources in place . . .* (existing resources or new product/services)	*And do these things . . .*	*And reach these individuals . . .*	*We will achieve these changes in knowledge and learning . . .* Include how these outcomes will be monitored and measured.	*Shape these behaviors . . . .* Include how these outcomes will be monitored and measured.	*And ultimately achieve these impacts* Include how these outcomes will be monitored and measured.
The problem with Special Education (SPED) paraprofessionals is that there are not enough qualified staff to apply and work the positions. As a result, we have over 246.7 vacant FTE.	If we can contract with Stepping Stones and Recruitment Alley, we can fill the vacant positions with contract staff.	We would be able to focus on quality instructions to our students with SPED services. We can measure our quality instruction by collecting para/teacher surveys.	Our Students with special education services would have the supports they need. We estimate contracts can impact up to 1,000 students	Our teachers will be able to focus on quality instruction that can be measured with student participation and grades. We hope to decrease the chronic absenteeism for student's with SPED services from 42.4% to 32.0%	We will meet our goal of "Increase recruitment and retention of staff reflecting the diversity of our community (LCAP Goal 4)." We want to see our vacancy percentage decrease from 28% to 20%.	We hope to ultimately be able to have robust SPED programs that can have accountability in student achievement (grades) and post secondary success. Testaments to our success will mean a 10% improvement in our SPED graduation rate: 67.3% to 77.3%.

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 8/14/2024, and shall terminate on 6/30/2025. 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 $ 50.00 per hour, not to exceed $ 4,059,000.00 Checks will be made payable to Stepping Stones Group. 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 JMM

a. Lodging _____ Actual cost of single occupancy. Not to exceed $113 per night. **Receipt Required.*

b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. **Receipt Required.*

c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d. Supplies _____ As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $ 4,059,000

f. Other _____

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

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

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

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

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

Contractor's initials JMM 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials JMM JMM 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:	Contractor:
Fresno Unified School District Purchasing Department 4498 N. Brawley Avenue Fresno, CA 93722	*Name:* *Address:*

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.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Stepping Stones Group

Name: Janine Mahon ***, Title:*** Director of Client Services

May 28, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Jun 4, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-21

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

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

TITLE AND SUBJECT: Approve Agreement with Stepping Stones for Paraprofessional Support in Special Education

ITEM DESCRIPTION: Included in the Board binders is the Stepping Stones 2024/25 agreement to provide paraprofessional support for the Special Education Department. Currently, there are 205 vacant special education paraprofessional and paraeducator positions across all elementary, middle, and high school sites. The agreement with Stepping Stones will provide up to 100 paraprofessionals to fill these vacancies. Each contracted individual can be billed for up to five and a half hours per day for the 180 board approved school days at a rate of $42 per hour. Stepping Stones will schedule staff for a six-hour duty day, including a 30-minute unpaid break as required by law.

By contracting with the Stepping Stones group, the Special Education Department aims to ensure that students receive the necessary paraprofessional support to succeed in school. The 100 requested positions from Stepping Stones will address half of the current vacancies. As sites fill their vacant positions, the number of contracted paraprofessionals will be reduced.

FINANCIAL SUMMARY: Sufficient funds in the amount of $4,158,000 are available in the Special Education Budget.

PREPARED BY: Tangee Pinheiro, Ed.D.

DIVISION: Special Education Department
PHONE NUMBER: (559) 457-3731

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

31127
Vendor Number

Stepping Stones Group
Vendor Name

5000 Birch St. Suite 3000 West Tower, Newport Beach, CA 92660
Address

888-835-0894
Phone Number

Janine Mahon
Vendor Contact

From: 8/14/2024 **Through:** 6/30/2025
Term (Duration)

FUSD Contract Administrator:
Tangee Pinheiro — *Name*

Special Education Department — *Site/ Dept*

457-3220 — *Telephone number*

Budget *(Fund-Unit-Dept.-Activity-Function-Object)* 060-6500-0785-5760-1110-5110

Annual Cost $ 4,158,000.00 (Estimated Amount)

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

Yes ☑ ***No*** ☐

Scope of Work Summary:

Contractor will provide up to 100 paraprofessionals to support students receiving Special Education Services for the 2024/2025 school year. The Special Education department will collaborate with the contractor to assign paraprofessionals based on the Fresno Unified Special Education para vacancies at school sites. The contracted hours have been shortened to align with the student hours at school sites.

Duties of contracted paraprofessionals include, but are not limited to, assisting teachers with classroom management, providing instruction as directed by teacher to individual or groups, provide instruction a assistance to students, assist in preparation of lessons and instructional materials, and assisting students with personal hygiene.

Esstimated Cost Calculation: 100 paraprofessionals x $42 per hour x 5.5 billable hours x 180 school days = $4,158,000

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 06/20/24 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**
Signed — 5/24/24 *Date*

Reviewed & approved by **Cabinet Level Officer**
Signed — 05/31/2024 *Date*

Reviewed & approved by **Risk Management**
Signed — Jun 4, 2024 *Date*

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

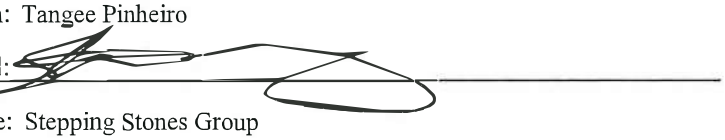
Revised 9/20/23

Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6500-0785-5760-1110-5110

District Contact Person: Tangee Pinheiro

Budget Manager Approval: 

Contractor's Vendor Name: Stepping Stones Group

Contractor's Contact Person: Janine Mahon

Contractor's Title: Director of Client Services

Contractor's Telephone Number: 888-835-0894

Contractor's E-mail: Janine.Mahon@ssg-healthcare.com

Contractor's Address: 5000 Birch St. Suite 3000 West Tower, Newport Beach, CA 92660

This Independent Contractor Services Agreement is made and entered into effective 8/14/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Stepping Stones Group ("Contractor").

1. Contractor Services. Contractor agrees to provide

The contractor will provide up to 100 paraprofessionals to support students receiving Special Education Services for the 2024/2025 school year. The Special Education (SPED) office will collaborate with the contractor to assign paraprofessionals based on Fresno Unified SPED vacancies at school sites. Once a vacant position is filled by the Fresno Unified site, the Manager will coordinate with the contractor to reassign the contracted support. The contractor will not solicit services directly from school sites. Duties of contracted paraprofessionals include, but are not limited to, assisting teachers with classroom management, providing instruction as directed by teacher to individual or groups, provide instruction a assistance to students, assist in preparation of lessons and instructional materials, and assisting students with personal hygiene.

Invoicing and Billing: Each assigned contracted individual can be billed for up to 5.5 hours per day for the 180 board-approved school days at a rate of $42 per hour. The contractor will schedule staff for a 6-hour duty day, which includes a 30-minute unpaid break as required by law. The contractor will submit monthly billing invoices to the assigned Manager and SPED Office Assistant for payment processing. Invoices must include time sheets for contracted individuals supporting the sites. Any billing hours that exceed the agreed-upon 5.5 hours per day must have prior approval from the assigned Manager at the SPED office. The estimated cost of services is $4,158,000, calculated as follows: 100 paraprofessionals x $42 per hour x 5.5 billable daily hours x 180 school days. This estimate does not include services for the Extended School Year.

Goals & Metrics: Fresno Unified currently has over 200 vacant paraprofessional/paraeducator positions. The contractor will provide up to half of the needed positions to fill these vacancies. The goal for the 2024/2025 school year is to ensure that 100% of students with SPED services receive the necessary support to thrive both in and out of the classroom. The success of the partnership will be measured by the percentage of positions filled to support the sites. The SPED office anticipates that at least 85% to 100% of the contracted positions will be filled by the contractor.

The Logic Model

Situation	Inputs	Outputs		Outcomes *(Must be Measurable)*		
Problem and Need	**Investments** *(e.g., equipment, funds, product, services, staff)*	**Activities** *What we do*	**Participants** *Who we reach*	**Short-Term** (Learning) *Expect to see*	**Medium-Term** (Change in Behavior or Performance) *Want to see*	**Long-Term** (Change in Condition) *Hope to see*
The problem is . . . *and this is needed to remedy it . . .*	*If we have these resources in place . . .* (existing resources or new product/services)	*And do these things . . .*	*And reach these individuals . . .*	*We will achieve these changes in knowledge and learning . . .* Include how these outcomes will be monitored and measured.	*Shape these behaviors . . . .* Include how these outcomes will be monitored and measured.	*And ultimately achieve these impacts* Include how these outcomes will be monitored and measured.
The problem with Special Education (SPED) paraprofessionals is that there are not enough qualified staff to apply and work the positions. As a result, we have over 246.7 vacant FTE.	If we can contract with Stepping Stones and Recruitment Alley, we can fill the vacant positions with contract staff.	We would be able to focus on quality instructions to our students with SPED services. We can measure our quality instruction by collecting para/teacher surveys.	Our Students with special education services would have the supports they need. We estimate contracts can impact up to 1,000 students	Our teachers will be able to focus on quality instruction that can be measured with student participation and grades. We hope to decrease the chronic absenteeism for student's with SPED services from 42.4% to 32.0%	We will meet our goal of "Increase recruitment and retention of staff reflecting the diversity of our community (LCAP Goal 4)." We want to see our vacancy percentage decrease from 28% to 20%.	We hope to ultimately be able to have robust SPED programs that can have accountability in student achievement (grades) and post secondary success. Testaments to our success will mean a 10% improvement in our SPED graduation rate: 67.3% to 77.3%.

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 8/14/2024, and shall terminate on 6/30/2025. 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 $ 42.00 per hour, not to exceed $ 4,158,000.00 Checks will be made payable to Stepping Stones Group. 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 JMM

a. Lodging _____ Actual cost of single occupancy. Not to exceed $113 per night. **Receipt Required.*

b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. **Receipt Required.*

c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d. Supplies _____ As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $ 4,158,000

f. Other _____

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

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

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

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

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

Contractor's initials JMM 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials JMM JMM 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:

Name: Janine Mahon

Address:

225 West Washington, Suite 1140, Chicago, IL 60606

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.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Stepping Stones Group

Name: Janine Mahon ***, Title:*** Director of Client Services

May 23, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Jun 4, 2024

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-22

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

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

TITLE AND SUBJECT: Approve Agreements for Expanded Learning After School Program Enrichment Services

ITEM DESCRIPTION: Included in the Board binders are Expanded Learning After School Program Enrichment Services agreements with qualified community-based partners that are Board approved Request for Qualifications (RFQ) 22-09 vendors.

Approved RFQ 22-09 vendors are prequalified to provide extended learning services, focused on applied literacy and/or mathematics through real-world and student-centered experiences, Visual and Performing Arts (VAPA), Science, Technology, Engineering, and Mathematics (STEM), and/or Sports and Fitness enrichment outside of the regular school day.

After School Programs at 68 elementary and Transitional Kindergarten through eighth grade schools will implement vendor-led enrichment activities into their program structure, provide the number of staff requested to support the student-to-staff ratio to meet the minimum Grant Average Daily Attendance at each school and rotate their services to new schools every semester. All enrichment community-based organizations will supervise students during the program and snack time.

A matrix with each vendor's service description and agreement with the Expanded Learning Department is attached.

FINANCIAL SUMMARY: Sufficient funds in the amount of 35,386,451 are available in the Expanded Learning Department Expanded Learning Opportunities Program Budget.

PREPARED BY: Jeremy Ward

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
3 Point 0 - Studio T Arts & Entertainment	3 Point 0 - Studio T Arts & Entertainment will provide up to 6 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 32 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. 3 Point 0 - Studio T Arts & Entertainment's enrichment activities include but is not limited to Semester 1 and 2: Hip Hop foundational movement. 3 Point 0 - Studio T Arts & Entertainment will provide up to 3 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by 3 Point 0 - Studio T Arts & Entertainment, up to the amount of $ 750.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. 3 Point 0 - Studio T Arts & Entertainment will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, 3 Point 0 - Studio T Arts & Entertainment's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 265,048

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
A Hopeful Encounter	A Hopeful Encounter will provide up to 4 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 32 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. A Hopeful Encounter's enrichment activities include but is not limited to Semester 1 and 2: Hmong Dance. Materials and Supplies will be purchased by A Hopeful Encounter, up to the amount of $37,630.72 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. A Hopeful Encounter will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, A Hopeful Encounter's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 189,615

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Adventure Education Solutions	Adventure Education Solutions will provide up to 24 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Adventure Education Solutions's enrichment activities include but is not limited to Semester 1 and 2: AES Environmental Sciences Enrichment Program. Adventure Education Solutions will provide up to 12 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by Adventure Education Solutions, up to the amount of $71,705.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Adventure Education Solutions will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Adventure Education Solutions's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 1,144,351

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Black Rocket Productions	Black Rocket Productions will provide up to 12 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Black Rocket Productions's enrichment activities include but is not limited to Semester 1: Coding, Animation, Engineering, Digital Music, and Semester 2: 3D Modeling, Film, Game Design, and Virtual Reality. Black Rocket Productions will provide up to 6 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by Black Rocket Productions, up to the amount of $334,850.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Black Rocket Productions will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Black Rocket Productions's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned	$ 871,173

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
California Teaching Fellows Foundation (Expanded Learning)	California Teaching Fellows Foundation (CTFF) will provide up to 664 trained staff to work with Fresno Unified School District (FUSD) After School (ASP) and Before School programs (BSP) that receive funding from the California Department of Education (CDE). CTFF staff will provide services for up to 180 instructional days following the Fresno Unified 2024-2025 Board Approved Academic Calendar, in addition to 72 hours of Professional Learning at a billing rate of $33.58 per hour for a maximum of 4.5 hours per day on school days and up to 5.5 hours per day on early dismissal days. Responsibilities include supervision of students, academic and homework support, and support with enrichment classes in the FUSD After School Programs. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements, and new services being added or developed. In accordance with Federal Program Monitoring, CTFF staff must meet the same education requirements as After School Paraprofessionals in Fresno Unified, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. 647 Teaching Fellows (TF) and 17 Assistant Site Leads (ASL) will be working from 8/11/24 to 6/30/25, totaling 139 days (Monday to Friday). 588 ASP TF will work 4.5 hours per day, 30 BSP TF will work 3 hours per day, and 17 middle and high school ASP ASL will work 4.5 hours per day. Assistant Site Leads and ASP Line Staff will also work 42 days at 5.5 hours per day for early release days. Line Staff AM work their normal hours (3 hours per day) on early release days. All Teaching Fellows will receive 72 hours of Professional Development. 17 ASL serving middle and high schools will be billed at a rate of $39.75 588 ASP staff will be billed at a rate of $33.58 30 BSP staff will be billed at a rate of $33.58 CTFF will submit a monthly invoice with backup that include but is not limited to the number of staff at each assigned site and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours.	$ 20,439,416
California Teaching Fellows Foundation (Duncan High)	California Teaching Fellows Foundation (CTFF) will provide up to 6 trained staff to work with Duncan High School to support in before school and after school. CTFF staff will provide services for up to 129 instructional days following the Fresno Unified 2024-2025 Board Approved Academic Calendar, at a billing rate of $28 per hour for a maximum of 4.5 hours per day on school days, Monday - Thursday, in addition to 40 hours of Professional Learning at the billing rate of 33.80 per hour. In accordance with Federal Program Monitoring, CTFF staff must meet the same education requirements as After School Paraprofessionals in Fresno Unified, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. CTFF will submit a monthly invoice with backup that include but is not limited to the number of staff at each assigned site and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours.	$ 105,636

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
City of Fresno	City of Fresno PARCS Department will provide up to 29 trained staff to work with Fresno Unified School District (FUSD) elementary After School Programs that receive the After School Education and Safety (ASES) grant from the California Department of Education (CDE). The City of Fresno PARCS staff will provide services for up to 180 instructional days following the Fresno Unified 2024-2025 Board Approved Academic Calendar in addition to 12 days of Professional Learning at a billing rate of $29.35 per hour for a maximum of 4.5 hours per day on school days and up to 6 hours per day on Professional Learning dates. Responsibilities include student supervision of students, physical fitness activities, and enrichment classes in the ASES After School Program. City of Fresno staff will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements, and new services being added or developed. In accordance with Federal Program Monitoring, City of Fresno PARCS staff must meet the same education requirements as After School Paraprofessionals in Fresno Unified, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring.	$ 850,000
Coast 2 Coast, Inc. dba Elevo	Coast 2 Coast, Inc. dba Elevo will provide up to 6 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Coast 2 Coast, Inc. dba Elevo's enrichment activities include but is not limited to Semester 1 and 2: physical activities (Elevo EQ or Sports). Materials and Supplies will be purchased by Coast 2 Coast, Inc. dba Elevo, up to the amount of $60,754.30 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Coast 2 Coast, Inc. dba Elevo will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Coast 2 Coast, Inc. dba Elevo's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 288,730

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Codecampus LLC	Codecampus LLC will provide up to 10 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per dayon regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Codecampus LLC's enrichment activities include but is not limited to Semester 1 and 2: Coding, Digital Art, Maker Engineering, and LEGO Engineering. Materials and Supplies will be purchased by Codecampus LLC, up to the amount of $65,000.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Codecampus LLC will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Codecampus LLC's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 444,960

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Fresno Discovery Center	Fresno Discovery Center will provide up to 12 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Fresno Discovery Center's enrichment activities include but is not limited to Semester 1 and 2: STEAM, Fire states of matter, animal senses, protect the pringle, space animal adaptions, bubbles, plants, water filtration, flight, energy, dinosaurs, geology, ocean, lego, coding, math and mysteries. Materials and Supplies will be purchased by Fresno Discovery Center, up to the amount of $180,000.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Fresno Discovery Center will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Fresno Discovery Center's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 635,952

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
FRESNO METROPOLITAN MINISTRY	FRESNO METROPOLITAN MINISTRY will provide up to 4 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. FRESNO METROPOLITAN MINISTRY's enrichment activities include but is not limited to Semester 1 and 2: gardening, cooking, learning about food nutrition and more. FRESNO METROPOLITAN MINISTRY will provide up to 2 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by FRESNO METROPOLITAN MINISTRY, up to the amount of $51,863.35 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. FRESNO METROPOLITAN MINISTRY will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, FRESNO METROPOLITAN MINISTRY's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 230,638

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Generation Changers	Generation Changers will provide up to 4 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 32 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Generation Changers's enrichment activities include but is not limited to Semester 1: Tee Ball, Softball, and Basketball and Semester 2: Flag Football, Pickleball, and Soccer. Materials and Supplies will be purchased by Generation Changers, up to the amount of $2,692.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Generation Changers will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Generation Changers's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 152,100

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Guevara Arts and Leadership	Guevara Arts and Leadership will provide up to 22 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Guevara Arts and Leadership's enrichment activities include but is not limited to providing 16 trained staff to teach and lead Latin American Arts and Crafts for Semester 1 and 2, 2 trained staff to lead Crocheting for Semester 1 and Semester 2, and 4 trained staff to lead Magig Threads - Rug Tufting. Guevara Arts and Leadership will provide up to 11 Fresno Unified high school student worker(s) in total (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by Guevara Arts and Leadership, up to the amount of $136,075.51 for Latin American Arts and Crafts, $17,058.11 for Crocheting, and $28,821.12 for Magic Threads - Rug Tufting (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Guevara Arts and Leadership will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Guevara Arts and Leadership's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the	$ 1,165,214

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Halau Hula I Ka La	Halau Hula I Ka La will provide up to 4 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Halau Hula I Ka La's enrichment activities include but is not limited to Semester 1 and 2: Hula (dance) and Hawaiian Studies. Materials and Supplies will be purchased by Halau Hula I Ka La, up to the amount of $5,396.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Halau Hula I Ka La will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Halau Hula I Ka La's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 157,380

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
High Performance Academy	High Performance Academy will provide up to 22 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. High Performance Academy's enrichment activities include but is not limited to Semester 1: Flag Football, Volleyball, Soccer, and Basketball and Semester 2: Soccer, Softball, and Track & Field. High Performance Academy will provide up to 11 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by High Performance Academy, up to the amount of $47,389.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. High Performance Academy will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, High Performance Academy's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 1,030,648

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
High Performance Academy (Unfilled City of Fresno Sites)	High Performance Academy will provide up to 20 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide eSports physical activities and games on campus at after school program sites that have City of Fresno staff vacancies until filled by City of Fresno. Vendor will provide services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. High Performance Academy's enrichment activities include but is not limited to Semester 1: Mario Kart, Super Smash Bros, EAFC, Madden, NBA 2k and Semester 2: Minecraft, Mario Kart, and Super Smash Bros. High Performance Academy will provide up to 10 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support at the site(s) where HPA eSPorts staff are assigned only. Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by High Performance Academy, up to the amount of $44,585.60 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. High Performance Academy will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, High Performance Academy's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole	$ 938,458

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Impact Athletics, LLC.	Impact Athletics, LLC. will provide up to 6 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Impact Athletics, LLC.'s enrichment activities include but is not limited to Semester 1 and 2: Basketball and Dance. Impact Athletics, LLC. will provide up to 3 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by Impact Athletics, LLC., up to the amount of $5,000.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Impact Athletics, LLC. will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Impact Athletics, LLC.'s staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 273,162

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
J.E. Creations	J.E. Creations will provide up to 4 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. J.E. Creations's enrichment activities include but is not limited to Semester 1 and 2: Introduction to Art, method painting, and art history. Materials and Supplies will be purchased by J.E. Creations, up to the amount of $25,899.42 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. J.E. Creations will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, J.E. Creations's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 177,883

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
KLS Design Inc.	KLS Design Inc. will provide up to 12 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. KLS Design Inc.'s enrichment activities include but is not limited to Semester 1 and 2: iPad Illustration and Screen Printing. Materials and Supplies will be purchased by KLS Design Inc., up to the amount of $191,133.62 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. KLS Design Inc. will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, KLS Design Inc.'s staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 647,086

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Moreno Institute	Moreno Institute will provide up to 10 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Moreno Institute's enrichment activities include but is not limited to Semester 1 and 2: reading, writing and art activities. Materials and Supplies will be purchased by Moreno Institute, up to the amount of $20,312.50 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Moreno Institute will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Moreno Institute's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 400,273
School Yard Rap	School Yard Rap will partner with Expanded Learning Department to provide three assemblies at 68 school sites on Latinx Culture, Black History, and Multicultural/AAPI, 1 concert that also includes parent engagement on Latinx Culture in honor or Latinx Heritage Month and mental health during the 2024-25 school year. All 68 schools will recieve 150 "Soy Asombroso" coloring books and150 "Soy Asombroso" books that teaches about Latino/a inventors and pioneers. All 68 schools will also receive 150 "Moor Than a Month" coloring books for Black History Month. A descriptive scope of work and quote is attached for more information on what is included. The Purpose of this partnership is to provide cultural awareness and cultural proficiency learning for all schools, staff and students in the after school program, and to help improve and increase student and parent engagement in the district.	$ 1,000,000

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
StudentNest	StudentNest will provide up to 39 trained staff to work with Fresno Unified School District (FUSD) elementary After School (ASP) that receive funding from the California Department of Education (CDE). StudentNest staff will provide services for up to 180 instructional days following the Fresno Unified 2024-2025 Board Approved Academic Calendar, in addition to 46 hours of vendor-led Professional Learning outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billable rate for hours worked by StudentNest staff is $33.58 per hour for a maximum of 4.5 hours per day on school days and up to 5.5 hours per day on early dismissal days. Responsibilities include supervision of students, academic and homework support, and support with enrichment classes in the FUSD After School Programs. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements, and new services being added or developed. StudentNest will submit a monthly invoice with backup that include but is not limited to the number of staff at each assigned site and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, StudentNest staff must meet the same education requirements as After School Paraprofessionals in Fresno Unified, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring.	$ 1,199,612

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
T1 Sports Academy	T1 Sports Academy will provide up to 8 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. T1 Sports Academy's enrichment activities include but is not limited to Semester 1 and 2: Sports and athletic fundamental skill development. T1 Sports Academy will provide up to 4 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by T1 Sports Academy, up to the amount of $10,304.00 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. T1 Sports Academy will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, T1 Sports Academy's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 367,853

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
Teocalli Cultural Academy	Teocalli Cultural Academy will provide up to 18 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. Teocalli Cultural Academy's enrichment activities include but is not limited to Semester 1 and 2: Folklorico, Hip Hop, and Hmong Dance. Teocalli Cultural Academy will provide up to 9 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by Teocalli Cultural Academy, up to the amount of $101,900 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. Teocalli Cultural Academy will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, Teocalli Cultural Academy's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 906,385

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
True North Physician Services, LLC. (HealthForce)	True North Physician Services, LLC. (HealthForce) will provide up to 2 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. True North Physician Services, LLC. (HealthForce)'s enrichment activities include but is not limited to Semester 1 and 2: learning about healthcare careers and skills. True North Physician Services, LLC. (HealthForce) will provide up to 1 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by True North Physician Services, LLC. (HealthForce), up to the amount of $68,889.60 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. True North Physician Services, LLC. (HealthForce) will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, True North Physician Services, LLC. (HealthForce)'s staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 158,185

2024-25 After School Program Vendor Matrix		
Vendor Name	**Program Description**	**Total Estimated Contract Amount**
WorkEd, Inc.	WorkEd, Inc. will provide up to 20 trained instructional site staff per semester as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services on-site to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days, as outlined in the 2024-25 Fresno Unified School District (FUSD) Academic Calendar, for up to 4 hours per day on regular release days and up to 5 hours per day on early release days based on assigned after school program school site schedule and Extended Learning Coordinator I assignment; enrichment vendor's start date on-site will be determined by Expanded Learning Department. Vendor will provide a minimum of 8 hours of professional learning/training per quarter to all instructional site staff for a total of up to 46 hours, outside of after school program hours. FUSD will provide up to an additional 18 hours of required professional learning to vendor's instructional site staff; 1 1-hour school site meeting led by the school site Coordinator per month and a professional learning day led by Expanded Learning Department (up to an 8 hour day depending on agenda). The billing rate for enrichment instructional site staff is $46 per hour. Responsibilities of enrichment instructional site staff include but is not limited to student supervision at all times, assistance with student supervision and clean up during nutrition time, following site safety and communication protocols and procedures provided by site Coordinator, and providing direct enrichment instructions to students. WorkEd, Inc.'s enrichment activities include but is not limited to Semester 1 and 2: various Career Discovery, STEAM and VPA. WorkEd, Inc. will provide up to 10 Fresno Unified high school student worker(s) (no more than 1 student worker to 2 instructional staff ratio), with a minimum age of 16 years and work permit eligible, to support vendor staff at assigned site(s). Student workers will provide services for up to 4 hours per day and for up to 180 instructional days, as outlined in the 2024-25 FUSD Academic Calendar, in addition to up to 8 hours of professional learning at a billing rate of $18.40 per hour. Materials and Supplies will be purchased by WorkEd, Inc., up to the amount of $452,823.24 (included in the annual cost of this agreement) for this enrichment program in the After School Program and is reimbursable once invoiced (with receipt backups if purchased) and are the sole property of FUSD. WorkEd, Inc. will submit a monthly invoice with backup that include but is not limited to the number of instructional staff at each assigned site, materials/supplies/equipment billed to the district with receipts for purchased items, and timesheet backups referencing time-in, time-out and hours worked along with professional learning and training hours. In accordance with Federal Program Monitoring, WorkEd, Inc.'s staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position, including but not limited to having a high school diploma or equivalent, completion of minimally 48 college units or Every Student Succeeds Act (ESSA)/No Child Left Behind (NCLB) certified and must provide documentation upon request for Federal Program Monitoring. It is the sole responsibility of the vendor to provide staff coverage for any staff that is absent and maintain communication with the Extended Learning Coordinator at the assigned site(s).	$ 1,346,695

Total Estimated Amount for All Contracts $ 35,386,451

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-23

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

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

TITLE AND SUBJECT: Approve Agreements for Legal Services for the 2024/25 School Year

ITEM DESCRIPTION: Included in the Board binders is a list of legal firms recommended for approval to provide legal services to Fresno Unified School District during the 2024/25 fiscal year. The list includes the firm name, location, and the 2023/24 and 2024/25 attorney hourly rate(s). Representation agreements with all firms are available for review upon request from the Office of the Chief Financial Officer.

The district seeks legal advice and representation in the areas of labor relations, personnel, magnet and charter schools, risk management, workers' compensation, special education, facilities, fiscal governance, purchasing and contracting, and general legal services. Although the district does not regularly utilize the services of all the firms, they are on the list based on their expertise, which may be required in the future, or because they requested to be.

Approval of the representative agreements will allow the district to continue to utilize the services on an as-needed basis to support programs and operations.

FINANCIAL SUMMARY: Sufficient funds are available in the 2024/25 budget in the Unrestricted General Fund, Workers' Compensation Fund, and Liability Fund.

PREPARED BY: Patrick Jensen

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Fresno Unified School District
2024/25 Approved Legal Firms
June 20, 2024, A-19

	Legal Firm Name	Location	Speciality	2023/24 Rates	2024/25 Rates
1	Abbott & Kindermann	Sacramento	Land Use/Real Estate	$142.50 - $356.25	$142.50 - $370.50
2	Albert & Mackenzie	Fresno	Workers' Compensation	$135 - $170	$135 - $170
3	Atkinson, Andelson, Loya, Ruud & Romo	Frenso	Full-Service	$295 - $340	$310 - $355
4	Bradford & Barthel, LLP	Fresno	Workers' Compensation	$195	$195
5	Bruce J. Berger Law Firm, Inc.	Clovis	General/Defense	$200 - $215	$205 - $220
6	Creede Blyth Law	Fresno	Special Education/ Facilities/General Legal	$175 - $290	$175 - $290
7	Maree Sneed DBA Education Lawyer, LLC	Potomac, Maryland	Education Law	$400	$400
8	Fagen, Friedman & Fulfrost	Fresno	Human Resources	$245 - $280	$260 - $295
9	Fresno County Superintendent of Schools	Fresno	General Legal	$150	$175
10	Hanna, Brophy, MacLean, McAleer & Jensen, LLP	Fresno	Workers' Compensation	$175-$190	$180 - $195
11	Hatmaker Law Group	Fresno	Charter Schools	$185 - $300	$200 - $325
12	Ice Miller	Indianapolis, IN	Payroll Law	$427.50 - $679.50	$459-$738
13	Law Office of Duncan, Cassio, Lucchesi, Binkley and Van Doren, Professional Corporation	Fresno	Workers' Compensation	$155 - $175	$155 - $175
14	Law Office of Jane Woodcock	Fresno	Workers' Compensation	$150 - $200	$150 - $200
15	Law Office of Rick Jensen	Fresno	Defense/Subrogation	$135	$135
16	Lozano Smith	Fresno	Full-Service Education	$215 - $400	$215 - $400
17	McCormick Barstow LLP	Fresno	Full-Service	$210 - $335	$210 - $355
18	Mullen & Filippi	Fresno	Workers' Compensation	$175 - $180	$175 - $180
19	Nielsen, Merksamer, Parrinello, Gross & Leoni	San Rafael	Government Law	$660 - $710	$670 - $720
20	Nossaman LLP	San Francisco	Full-Service	$355 - $785	$355 - $785
21	Orbach Huff & Henderson LLP	Pleasanton	Project Labor Agreements	$273 - $314	$300 - $335
22	Potomac Law Group, LLP	Walnut Creek	Full-Service	N/A	$445 - $470
23	Whitney Thompson & Jeffcoach	Fresno	Litigation/Construction	$225 - $356	$225 - $356
24	Wilkins, Drolshagen & Czeshinski, LLP	Fresno	General Litigation Defense	$175 - $190	$185 - $200
25	Yrulegui & Roberts	Fresno	Workers' Compensation	$152	$152

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-24

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

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

TITLE AND SUBJECT: Approve an Amendment to the Agreement with Tyler Technologies, Inc.

ITEM DESCRIPTION: Included in the Board binders is information on an amendment to an agreement with Tyler Technologies, Inc. to allow for additional on-site training. The additional support will help ensure an efficient start to the 2024/25 school year. To ensure the safe transport of every student and efficiency for the Transportation Department Tyler offers a simple, yet comprehensive, transportation management software solution currently being implemented.

FINANCIAL SUMMARY: Sufficient funds in the amount of $8,520 are available in the Transportation Department Budget.

PREPARED BY: Paul Rosencrans

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

CABINET APPROVAL: Paul Idsvoog
Chief Operations and Classified Labor Management Office



INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her



Fresno Unified School District

Amendment to Agreement

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721

Achieving our Greatest Potential!

Amendment No. 1

GENERAL INFORMATION **Contract Number:** 170248

School/Department Budget: 030 . . 0188 . . 0925 . . 6400 . . 0000 . . 3600 . .

District Contact Person: Marianne.Caprioglio-Johnson@fresnounified.org

Budget Manager Approval: _____ 5/20/24

Contractor's Vendor Name: Tyler Technologies, Inc

Contractor's Contact Person: Theodore J. Thien

Contractor's Title: Authorizor – VP and GM, Transportation

Contractor's Telephone Number: 207-671-7318

Contractor's E-mail: ar@tylertech.com

Contractor's Address: HQ: 5101 Tennyson Parkway, Plano, TX 75024;
Remittance Address - P.O. Box 203556, Dallas, TX 75320-3556

Original Contract Amount: $98,350.00 Original Contract Board Approval: A-16 04-12-2023

This Amendment Contract Amount: $106,870.00

This amendment (the "Amendment") is made by and between the Fresno Unified School District ("District") and Tyler Technologies, Inc, parties to the agreement dated April 12, 2023 (the "Agreement").

1. The Agreement is amended as follows:

CHANGED/NEW SPECIFIC DELIVERABLES PER THIS AMENDMENT:

Scheduled Work: Vendor on site to train admin staff on routing and go live process.

Timelines/Milestones/Due Dates: Vendor scheduled to be on-site June 25-27, 2024. Referenced Attachments: Contractor will invoice the District for services indicated in the sales quotation included as Attachment 1 to this Amendment, and applicable expenses, as provided/incurred, subject to the not-to-exceed travel amount set forth in Attachment 1.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Tyler Technologies, Inc

Name: Theodore J. Thien, *Title: VP and GM* (Authorizor)

May 28, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Jun 6, 2024

Date

Attachment 1 – Sales Quotation

Quoted By:	Jason Chess
Quote Expiration:	6/3/24
Quote Name:	24-hours of Onsite GLA with Travel Max

Sales Quotation For:

Fresno Unified School District
1111 Van Ness Ave
Fresno CA 93721-2002

Hourly Services

Description		Hours	Total
Student Transportation			
Student Transportation powered by Traversa			
Go Live Assistance Implementation		24	$ 4,920
	Total	*24*	*$ 4,920*
	TOTAL	24	$ 4,920

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total SaaS	$ 0	$ 0
Total Tyler Annual Services	$ 0	$ 0

Total Tyler Services	**$ 4,920**	**$ 0**
Total Third-Party Hardware, Software, Services	**$ 0**	**$ 0**
Summary Total	**$ 4,920**	**$ 0**
Contract Total	**$ 4,920**	
Travel Not to Exceed	**$ 3,600**	

Currency displayed as US Dollar

Comment

Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs, subject to any "not-to-exceed" amount listed in this sales quotation. Online training classes are limited to 5 people and are delivered in 2 hour increments. Onsite training classes are limited to 5 people and are delivered in 8 hour increments.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-25

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

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

TITLE AND SUBJECT: Approve Renewal Agreement with Halcyon Behavioral, LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with Halcyon Behavioral, LLC to provide behavioral and mental health administration services for eligible active employees and retirees.

Services provided through Halcyon's network of benefit providers involve assessment, diagnosis, treatment, or counseling to assist individuals in alleviating mental or emotional illness, symptoms, conditions, or disorders.

The recommendation to approve the agreement with Halcyon Behavioral, LLC results from a comprehensive Request for Proposal conducted by the Joint Health Management Board (JHMB). The agreement complies with the Consolidated Appropriations Act, 2023, making sure the benefit design complies with Federal Mental Health Parity. The renewal is for three years to run through June 30, 2027, and is a $2.80 per employee per month charge, down from the previous $3.00 per employee per month. The projected annual cost for services effective July 01, 2024, is approximately $590,000.

These services align with the JHMB's established goals and responsibilities for providing high-quality healthcare to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $590,000 are available in the Health Internal Service Fund.

PREPARED BY: Steven Shubin

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Contract Routing Form

Routing Contract Status: FINAL

Please review the attached document linked below. Apply your approval to continue routing by scrolling down to your signature line.

Budget Manager Signed FINAL this must be cleared if you are trying to re-route a corrected version

Halcyon Amendment.pdf 323.81KB

Contract Attachments Exhibits/Appendices/Quotes etc..

Agenda Item Required for Amendments or items that have already been board approved and need signatures.

Original Agreement Required for Amendments

VENDOR INFORMATION (as found in AMS)

Halcyon Behavioral, LLC

Vendor Contact Primary/Signature Authority

Jeremy Oswald

Vendor Email Sharlene.Langhoff@MarshMMA.com

SCHOOL SITE/DEPARTMENT INFORMATION

Site/Department Payroll Department

Site Contact Email Christina.Everitt@fresnounified.org

Site Contact Phone 5594573539

CONTRACT DETAILS

Contract Total $ 590,000.00

Amount is: Estimated

Contract Start Date 7/1/2024

Contract End Date 6/30/2027

Summarized Services to be provided For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval. (Maximum of 200 characters)

Halcyon Behavioral Services for the provision of behavioral and mental health administration services for eligible active employees and retirees.

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

6/20/2024

Contract Issued to

Routing Approvals

Review Instructions:

- Approval: apply signature and click submit button on bottom of this page
- Rejection: change phase from FINAL to DRAFT and click reject button on bottom of this page. Apply comments so that the initiator/requestor will know what may need to me modified, or why this contract is rejected.

Contract Phase FINAL

Rejecting back for corrections. Must choose at least one option to hide signature field

- [ ] Missing budget manager signature
- [ ] Missing vendor signature
- [ ] Missing vendor acknowledgement missing on #5
- [ ] Missing vendor acknowledgement missing on 6, 7, 8
- [ ] Missing metrics on AROI
- [ ] Need more details on Scope of Work

Department Leader Steven.Shubin@fresnounified.org

Department Leader Signature Dept. Leader Approval

Steven Shubin

Steven Shubin | 5/23/2024 5/23/2024 12:11:52 PM | | IP Address:

Cabinet Level Officer CFO

Cabinet Level Officer * Cabinet Approval

Patrick Jensen

Florencia Ventura Rodriguez | 5/31/2024 | 5/31/2024 10:42:32 AM | IP Address:

Stacey Sandoval, *Executive Director Risk Management* 6/12/2024

Patrick Jensen, *Chief Financial Officer* _____

Reviewer/Approver: Use the comments box below to provide feedback or request changes to be made. The comments will be sent to the originator so that appropriate updates can be made for resubmission.

FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

(HALCYON BEHAVIORAL - FRESNO UNIFIED SCHOOL DISTRICT)

THIS FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, as amended, is to be effective as of July 1, 2024 (the "Effective Date"), by and between HALCYON BEHAVIORAL, LLC, a California limited liability company, and FRESNO UNIFIED SCHOOL DISTRICT (the "Group"). HALCYON BEHAVIORAL and Group are sometimes collectively referred to herein as the "Parties" or singularly by their individual names or as a "Party."

BACKGROUND

A. The Parties entered into that certain Management Services Agreement, dated effective as of January 1, 2020 (the "Management Services Agreement").

B. This Agreement was amended effective January 1, 2020 to clarify that in the event of contract termination, there would be no additional fee to process claims incurred but not reported prior to the termination of the agreement (run-out claims).

C. This Agreement was amended effective January 1, 2020 to update the Business Associate Addendum ("BAA") and effective March 1, 2021 to update who is to receive "Notices" for purposes of contract information.

D. This Agreement was amended effective January 1, 2023 to extend the agreement to December 31, 2023.

E. This Agreement was amended January 1, 2024, to extend the management service for through December 31, 2024.

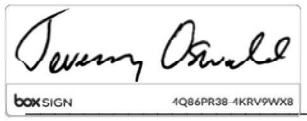
F. The Parties now desire to amend Section 5.2 of the Management Services Agreement to reflect a reduction in the management service fee effective July 1, 2024. Additionally, effective July 1, 2024 Halcyon's scope of service will change as follows: claims processing and payment, as well as issuing Explanation of Benefits (EOBs), will no longer be provided by Halcyon Behavioral.

AGREEMENT

Effective July 1, 2024, the contract term is extended through June 30, 2027 and the new management service fee paid to Halcyon by Group, through Delta Health Systems, shall decrease from $3.00 PEPM to $2.80 PEPM. This price is guaranteed through June 30, 2027, for the following services:

Mental Health and Substance Abuse administration including utilization management, authorization, pre-certification, provider panel access, network provider repricing and services for employees enrolled in PPO medical plans A and B (including dual working spouse plans).

"HALCYON BEHAVIORAL"

By: 

Its: President

"Group"
FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Its: _____

6/12/2024

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-26

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

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

TITLE AND SUBJECT: Approve Memorandum of Understanding with the State Center Community College District for College and Career Access Pathways

ITEM DESCRIPTION: Included in the Board binders is a Memorandum of Understanding between Fresno Unified School District and the State Center Community College District (SCCCD) for the College and Career Access Pathways (CCAP).

The partnership agreement allows eligible ninth through twelfth grade students who are currently enrolled in their high school to take a college-level course, receive college credit through SCCCD, and earn high school credit for the same course. Students are eligible for dual enrollment after enrolling in the course by submitting the online SCCCD application. High school students enrich their educational experience through dual enrollment opportunities.

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

PREPARED BY: Jeremy Ward

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

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

N/A
Vendor Number

State Center Community College District	1171 Fulton Street, Floor 4 Fresno, CA 93721
Vendor Name	***Address***
559-243-7112	Dr. Davis EL Fattal
Phone Number	***Vendor Contact***

From: 7/1/2024 **Through:** 6/30/2029
Term (Duration)

FUSD Contract Administrator:

Jeremy Ward	College & Career Readiness	559-248-7465
Name	*Site/ Dept*	*Telephone number*

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

Annual Cost Please choose an option

Fingerprint Requirements: *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.* ***Yes*** ☐ ***No*** ☐

Scope of Work Summary:
Agreement between State Center Community College District and Fresno Unified' College and Career Readiness Department to provide Instructional services for dual enrollment.

Please indicate where the work will be performed: Choose Best Description

Date Item is to appear on **Board of Education Agenda:** 06/21/23 ***Will contract be submitted with Bundled Contracts?*** No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:** Jeremy Ward (May 13, 2024 08:53 PDT) May 13, 2024
Signed *Date*

Reviewed & approved by **Risk Management** May 22, 2024
Signed *Date*

Reviewed & approved by **Department Head** Jeremy Ward (May 13, 2024 08:53 PDT) May 13, 2024
Signed *Date*

Please return signed agreement back to (name/email) : Magedella.tellez-lumbert@fresnounified.org

Revised 3/22/23

COLLEGE AND CAREER ACCESS PARTNERSHIP (CCAP) AGREEMENT REGARDING INSTRUCTIONAL SERVICES FOR DUAL ENROLLMENT BETWEEN STATE CENTER COMMUNITY COLLEGE DISTRICT AND ITS COLLEGES AND FRESNO UNIFIED SCHOOL DISTRICT AND ITS HIGH SCHOOLS

This College and Career Access Partnership Agreement regarding instructional services is between State Center Community College District ("District" or "SCCCD") and its respective colleges ("College"), and Fresno Unified School District ("High School"). For identification purposes only this Agreement is dated May 1, 2024.

RECITALS

WHEREAS, College is a multi-college District whose mission is to provide educational programs and services that are responsive to the needs of the students and communities within the multi-college District including law enforcement programs and courses;

WHEREAS, High School is part of a unified school district located in the District's service area or outside by agreement;

WHEREAS, this CCAP Agreement shall be for the purpose of offering expanding opportunities for students and develop seamless pathways from high school to community college for career technical education or preparation for transfer;

WHEREAS, the parties desire to collaborate on dual enrollment courses that provide college credit ("courses"). (Education Code (Ed. Cod.) § 76004(a) and § 76004(d));

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by the Legislature and College;

WHEREAS, the parties desire to enter into a CCAP Agreement regarding Instructional Services, which sets forth their mutual rights and responsibilities and governs their business relationship regarding the subject courses;

WHEREAS, the College intends to compensate High School an amount equal to the cost of an adjunct faculty teaching the same class on the college campus for enrollments greater than 20 students after the Census date. When the College's adjunct faculty teaches the class for the High School campus, the High School will not be compensated;

WHEREAS, the parties intend for College to report full-time equivalent students (FTES) data and obtain state apportionment for the subject courses given through this CCAP Agreement in accordance with California Code of Regulations (Cal. Cod. of Regs.), Title 5 §§ 58050, 58051, and 58051.5;

WHEREAS, High School intends to fund the cost of the subject courses by providing all required personnel, classrooms, services, and equipment;

NOW, THEREFORE, the parties mutually agree as follows:

TERMS

I. **Recitals**. The above recitals are incorporated herein and made a part of this CCAP Agreement.

II. **Effective Date and Duration.** This CCAP Agreement shall be effective on the date authorized representatives of both parties sign it and continue in effect until **June 30, 2029**, or until duly modified or terminated by the parties.

III. **Early Termination.** This CCAP Agreement may be terminated by either party with cause if another party fails to comply with the insurance or indemnification requirements or otherwise commits a material breach. Termination will be effective no sooner than 15 calendar days after a written demand to cure is provided and the party fails to cure. This remedy is in addition to any other remedy which may be provided for by law.

This CCAP Agreement may be terminated without cause and for any reason by any party. The party desiring early termination without cause must provide written notice to the other parties. Termination will be effective no sooner than 60 calendar days after actual receipt of the written notice. The terminating party has the duty to confirm the actual receipt date of the notice. The parties agree to consider the needs of currently enrolled students when determining a termination date.

The indemnification provisions contained in this CCAP Agreement shall survive termination.

IV. **Instructional Service Agreements (ISA).** The terms of this CCAP Agreement are deemed to be part of and fully incorporated into any and all presently existing or future ISAs pertaining to the courses unless expressly modified by a related ISA. The terms of this agreement may be modified by individual ISAs, as necessary, except that an ISA may not include terms that conflict with the requirements of Ed. Cod. § 76004 for CCAP programs. Any inconsistency between the agreement and an express provision of an ISA will be resolved in favor of this agreement.

V. **Certifications for State Apportionment Purposes Applicable to All Courses Conducted in a Cooperative Arrangement with a Public High School.**

A. High School certifies that the direct education costs of the activity are not being fully funded through other sources.

B. High School certifies College has not received full compensation for the direct education costs for the conduct of the class from other sources.

C. College certifies that a job market survey has been conducted prior to establishing the vocational and occupational training programs, and the results justify the particular vocational and occupational training programs.

D. College certifies that any community college instructor teaching a course on a high school campus has not been convicted of any “sex offense” as defined in Ed. Cod. § 87010, or any “controlled substance offense” as defined in Ed. Cod. § 87011.

E. Both College and High School certify that either (i) the vocational and occupational training programs have been approved by the State Chancellor's Office and the courses which make up a particular program or pathway are part of an approved program or degree and College will provide all documentation necessary to support this certification for both parties; or (ii) College has received delegated authority to separately approve the subject courses locally.

F. Both College and High School certify that a qualified high school instructor teaching the course has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus, and that any community

college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. (Ed. Cod. §§ 76004(j), 76004(i).)

G. Attached as Appendix I is a plan to ensure the following:

1. A course offered at the High School campus does not reduce access to the same course offered at the partnering College campus. (Ed. Cod. § 76004(k)(1).)

2. Participation in a CCAP partnership is consistent with the core mission of the community colleges pursuant to Ed. Cod. § 66010.4, and that pupils participating in a CCAP partnership will not lead to enrollment displacement of otherwise eligible adults in the community college. (Ed. Cod. § 76004(k)(2).)

H. Both College and High School certify that any pretransfer-level course taught by community college faculty at a partnering high school campus shall be offered only to high school pupils who do not meet their grade level standard in mathematics, English, or both on an interim assessment in grade 10 or 11, as determined by the partnering school district or county office of education, and shall involve a collaborative effort between high school and community college faculty to deliver an innovative pretransfer-level course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Cod. § 76004(n).)

I. The school district or county office of education and community college district partners will comply with the local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. (Ed. Cod. § 76004(l).)

J. These certifications may not be voided, modified, or waived by any related ISA.

VI. Regulatory Requirements for State Apportionment Purposes Applicable to all Courses Conducted in a Cooperative Arrangement with a Public High School.

These provisions may not be voided, modified, or waived by a related ISA unless otherwise expressly provided herein:

A. **State Apportionment.**

1. A district or county office of education shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. (Ed. Cod. § 76004(s).)

2. The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to a CCAP agreement is authorized attendance for which a community college district shall be credited or reimbursed pursuant to Ed. Cod. § 48802 or § 76002, provided that no school district or county office of education has received reimbursement for the same instructional activity. (Ed. Cod. § 76004(t).)

B. **Responsibilities of Each Party.** College policies and procedures apply and College is responsible for the courses. The courses will comply with all applicable regulations, procedures, prerequisites, and standards set out in the Course Outline of Record (COR), as well as any corresponding local policies, practices, and requirements of the High School.

C. **Enrollment Period.** The enrollment period shall be determined by College in accordance with its guidelines, policies, pertinent statutes, and regulations. To ensure timely enrollment before

the start of courses, the High School must submit all course requests no later than four months prior to the start date of the course.

D. **Number of Class Hours Sufficient to Meet the Stated Student Learning Outcomes.** College has determined the student learning outcomes for each of the courses and the number of class hours necessary to meet them. This is recorded in the approved COR.

E. **Supervision and Evaluation of Students.** Supervision and evaluation of students shall be in accordance with College guidelines, policies, pertinent statutes, and regulations. The supervision and evaluation of students will conform with correspondence of local policies, practices, and requirements of the High School.

F. **Withdrawal Prior to Completion of the Course.** A student's withdrawal prior to completion of the Course shall be in accordance with College guidelines, policies, pertinent statutes, and regulations.

G. **Right to Control and Direct Instructional Activities.** College is responsible for the courses and has the sole right to control and direct the instructional activities of all instructors, including those who are High School personnel, although this right will be exercised in consultation with the High School.

H. **Minimum Qualifications for Instructors Teaching Courses.** Instructors who are High School personnel shall, at a minimum, meet the minimum qualifications in order to be nominated for consideration of providing instruction in a California community college.

I. **Facilities.** High School will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the contemplated instruction and do so without charge to College or students. High School agrees to clean, maintain, and safeguard the High School's premises. High School shall comply with all applicable building, fire, and safety codes. High School rules which control or prohibit public access to facilities for safety purposes or to protect proprietary information shall be observed.

J. **Equipment.** Unless otherwise provided for in a related ISA, High School will furnish, at their own expense, all course materials, specialized equipment, and other necessary equipment for all students. The parties understand that such equipment and materials are High School's sole property; in consultation with the High School, College shall determine the type, make, and model of all equipment and materials to be used during each course. High School understands that no equipment or materials fee may be charged to students except as provided for by College policies and practices.

K. **Enrollment.** Enrollment shall be open exclusively to dual enrollment students who meet all applicable prerequisites. Applicable prerequisite courses, training, or experience will be determined by the College. Applicants must meet the standards and prerequisites of the College.

College and High School will be jointly responsible for processing student applications. College will provide the necessary admission forms and procedures and both College and High School will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

High School will ensure that each recruited student completes the admissions procedure, the class enrollment process, and otherwise process student applications and enroll students in the Courses, as appropriate; recruitment and application must be completed no later than three months prior to the course start date to ensure timely enrollment. College will assist High School as necessary. A successful enrollment requires that each student has completed an enrollment application provided by the College, the application has been delivered to and accepted by

College's Admissions and Records Office, and the applicant has met all requirements, to include the standard college student liability and medical care coverage, if applicable. District and College Admissions and Records policies and procedures take precedence.

L. **Enrollment Fees.** The enrollment fees (e.g. Health Fee or Associated Student Body Fee) must be paid to College by the individual student if the class is offered on the College campus. Enrollment fees may not be waived by College unless exempted by statue or board policy. This provision may not be cancelled or modified by any related ISA. However, by mutual agreement, enrollment fees may be withheld from any reimbursement owed by the College to the High School. Non-resident fees may not be waived unless exempted by statute or board policy.

M. **Student Fees. Prohibitions and Exemptions**.

1. High School students enrolled in courses offered through a CCAP agreement shall not be assessed or charged a fee prohibited by Ed. Cod. § 49011 including a fee charged to a pupil, or pupil's parent or guardian, as a condition for course registration or for textbooks, supplies, materials, and equipment needed to participate in the course. (Ed. Cod. § 49010 et seq.; § 76004(f).)

2. High School pupils enrolled in courses offered through the CCAP Agreement and that are properly classified as having "special part-time student" status as described by Ed. Cod. § 76004(p), shall be exempt from the following community college fee requirements: Student Representation Fee, Nonresident Tuition Fee, Transcript Fees, Course Enrollment Fees, Apprenticeship Course Fees, and Child Development Center Fees. (Ed. Code. § 76004(q).)

N. **Course Outlines - Curriculum Committee and Board Approval.** The COR for all individual courses must meet course standards set out in Title 5 of the California Code of Regulations and must be approved by College's Curriculum Committee and College's Board of Trustees.

O. **Teaching Consistent with Approved Outline and Level Of Rigor.** College will implement procedures to ensure that High School instructors teaching different sections of the same course do so in a manner consistent with the approved outline of record for that course and that each individual instructor shall hold all students to a comparable level of rigor.

P. **Records of Student Attendance and Achievement.** All records of student attendance and achievement shall be submitted to College at the end of each course and shall be maintained by College in adherence with College policies and procedures. Failure to submit required documentation to the College will result in the instructor no longer being eligible to teach the course.

Q. **Ancillary Support Services for Students.** Both College and High School shall ensure that students enrolled in the courses are provided ancillary and support services as may be needed, including, but not limited to, counseling, library and tutorial services, and guidance and placement assistance.

R. **Courses Outside College Boundaries.** For locations outside the geographical boundaries of College, College will comply with the requirements of Title 5 of the California Code of Regulations, §§ 55230, 55232. College shall not enter into a CCAP partnership with a high school within the service area of another community college district, except where an agreement exists, or is established, between those community college districts authorizing that CCAP partnership.

VII. **Coordination.** The coordination will be at no cost to the High School. College will provide the services to facilitate the matriculation and unit credit process of students. College will assign a faculty member or counselor as liaison who will facilitate coordination and cooperation between College and High School

regarding curriculum and pedagogy. College will provide High School personnel reasonable assistance, direction, and instruction in how to fulfill their responsibilities under this CCAP Agreement.

VIII. **Support Staff.** These provisions may not be voided, modified, or waived by a related ISA unless otherwise expressly provided herein:

A. **High School to Provide Support Services.** High School will do the following as it pertains to high school records: provide personnel to perform clerical services and services associated with outreach activities, recruit students, assess and verify the enrollment of qualified students, assist with processing student applications, and other related services as may be necessary.

B. **High School is Responsible for its Own Personnel.** High School's personnel will perform these services on duty time. High School personnel performing these services will be employees solely of High School, subject to the authority of High School, but will also be subject to the direction of College, specifically with regard to their duties pertaining to teaching the college course according to the COR. All instructors will be evaluated according to the contractual agreed evaluation schedule. **Instructors.** These provisions may not be voided, modified nor waived by a related ISA unless otherwise expressly provided herein:

A. **College to Select Instructors.** College may select instructors from High School personnel nominated by the High School, or other sources. High School personnel will perform instructional duties on duty time. High School personnel selected to be instructors remain employees of the High School but the College shall be the employer of record, subject to the authority of the High School, but will also be subject to the authority of College, specifically with regard to their duties as instructors of the College approved course. College will exercise this authority in consultation with the High School.

B. **High School May Nominate Instructors.** High School shall ensure that all instructor nominees are experienced, competent, dedicated personnel who have the personal attributes necessary for providing instruction in the courses. High School shall ensure that all instructor/staff nominees possess any certificates of other training that may be required. College will check the minimum qualifications of the nominees and interview qualified nominees, as per District Administrative Regulation 7121.

C. **College Shall Determine Instructor Requirements.** College shall determine the number of instructors and the subject areas of instruction. The ratio of instructors to students will be determined in consultation with the High School.

D. **High School is Responsible for its Own Personnel.** High School's personnel will perform these services on duty time. High School personnel performing their services will be employees solely of High School, subject to the authority of High School, but will also be subject to the direction of College, specifically with regard to their duties pertaining to the Courses described in the related ISAs. College has the primary right to control and direct such activities.

E. **Orientation Meeting.** Instructors are required to attend an orientation meeting or any other meeting with faculty pertaining to the dual enrollment class or pathway, if scheduled, and College shall provide manuals, CORs, curriculum materials, and testing and grading procedures as necessary.

IX. **Curriculum and Student Learning Outcomes.**

A. College shall develop the student learning outcomes, curriculum, CORs, and instructional methods in accordance with any applicable recommendations and guidelines offered by College and also in compliance with standards set out in Title 5 of the California Code of Regulations.

Student Learning Outcomes, curriculum, CORs, and instructional methods are subject to advance approval/revision by College.

B. All Courses must be approved by College's Board of Trustees or College personnel to whom this authority has been duly delegated. CORs must meet the course standards set out in Title 5 of the California Code of Regulations and must be approved by College's Curriculum Committee.

C. All relevant course information and proposed CORs shall be developed and submitted to College for approval/revision no later than 30 days prior to the projected start date of a particular class or program session.

X. **Instruction.** The instructional services provided by High School personnel shall include development of appropriate lectures. The lectures will conform to the approved curriculum and CORs and recommendations of experienced College instructors. Instructional presentations shall incorporate planned practical demonstrations, as may be necessary, and use audiovisual techniques or specialized equipment for vocational courses.

All instructional presentations, including practical demonstrations and demonstrations of vocational equipment, are subject to the advance approval of College.

XI. **Reporting.** The College and High School agree to report the following information:

A. The total number of High School pupils by school site enrolled in each CCAP partnership agreement, aggregated by gender and ethnicity.

B. The total number of community college courses by course category and type, and by school site enrolled in by CCAP partnership participants.

C. The total number and percentage of successful course completions, by course category and type, and by school site, of CCAP partnership participants.

D. The total number of FTES generated by CCAP partnership participants.

XII. **Workers' Compensation.**

A. High School shall be the "primary employer" for all its personnel who perform services as instructors and support staff. High School shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective High School personnel made in connection with performing services and receiving instruction under this CCAP Agreement or any related ISA. High School agrees to hold harmless, indemnify, and defend College from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by High School personnel connected with providing services under this CCAP Agreement or any related ISA. High School is not responsible for non-High School personnel who may serve as instructors or students who are not affiliated with the High School. These provisions may not be voided, modified, or waived by a related ISA.

B. College shall be the "primary employer" for all its personnel who perform services under this CCAP Agreement. College shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective personnel made in connection with performing services under this CCAP Agreement or any related ISA. College agrees to hold harmless, indemnify, and defend High School from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by College personnel connected with providing services under this CCAP Agreement or any related ISA. College is not responsible for non-College personnel who may serve as instructors or students who are

not affiliated with services provided under this CCAP Agreement. These provisions may not be voided, modified, or waived by a related ISA.

XIII. Indemnification.

A. High School shall defend, hold harmless, and indemnify College, its governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of High School, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

B. College shall defend, hold harmless, and indemnify High School, their governing board, officers, administrators, agents, employees, independent contractors, subcontractors, consultants, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorney fees and costs, including but not limited to consequential damages, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the provision of instruction pursuant to this CCAP Agreement or any related ISA that may arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of College, its employees, agents, subcontractors, independent contractors, consultants, or other representatives.

C. This indemnity shall survive termination of this CCAP Agreement or any related ISA, and/or final payment hereunder and is in addition to any other rights or remedies that High School or College may have under law and/or otherwise.

D. All indemnification under this CCAP Agreement shall be apportioned on a comparative basis taking into account the relative factors of all persons contributing to such claim or loss. An indemnifying Party shall only be liable for that portion of the total indemnified claim or loss that its negligent acts or omissions bear to the negligent acts and omissions of all persons contributing to such total indemnified claim or loss.

E. These provisions may not be voided, modified nor waived by any related ISA

XIV. Insurance Requirements.

A. Each party shall obtain, pay for, and maintain in effect during the life of this CCAP Agreement the following policies of insurance:

(1) Commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to work performed under this CCAP Agreement or the general aggregate limit shall be twice the required occurrence limit;

(2) Sexual abuse and molestation insurance which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than $1,000,000 per wrongful act and $2,000,000 aggregate. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit.

This coverage may be provided as an endorsement to the commercial general liability

policy or under a separate policy and may be either:

a) be written on an "occurrence" basis; or

b) on a claims-made and reported basis. Claims-made policies must have a retroactive date which must be before the start of the contract period. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after the termination of this Agreement. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy with a retroactive date prior to the contract effective date the High School must purchase "extended reporting" coverage for a minimum of five (5) years after termination of this Agreement.

(3) Commercial automobile liability for "any auto" with combined single limits of liability not less than $1,000,000 per occurrence;

(4) Professional liability (errors and omissions) with a limit of liability not less than $1,000,000 per occurrence or claim and $2,000,000 aggregate; and

(5) Workers' compensation and employer's liability insurance. Workers' compensation coverage must be at least as broad as that which is required by the State of California, with statutory limits. Employer's liability insurance must not be less than $1,000,000 per accident for bodily injury or disease.

B. Unless placed through a public liability self-insurance pool, all insurance required herein is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable by District, and must be authorized to conduct business in the State of California, or approved by the Surplus Lines Association to do business in California. The current List of Approved Surplus Line Insurers ("LASLI") is maintained by the California Department of Insurance at https://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

C. Each party's commercial general liability and sexual abuse and molestation policies shall contain an endorsement naming the other party, and its governing board, officials, employees, agents, and volunteers as an additional insured insofar as this CCAP Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other with a certificate of insurance containing the endorsements required under this section and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in a party's coverage, that party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy.

D. Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this CCAP Agreement.

E. Any self-insurance program or self-insured retention applicable to any of the coverages required herein must be declared and approved separately in writing by the other party.

F. These provisions may not be voided, modified nor waived by a related ISA.

XV. **Discrimination and Harassment.** Each party agrees that it is in compliance with Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d) et seq. and § 2000(e) et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), section 504 of the federal Vocational Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act (42 U.S.C. § 6101), the U.S. Presidential Executive Order 11246 and subsequent amendments (if applicable), California Fair Employment and Housing Act (Gov. Cod. § 12900 et seq.), the California Unruh Civil Rights Act (Civ. Cod. §§ 51-53), to the extent applicable to

school and community college districts, and all applicable state and federal health and safety regulations.

XVI. **Complaints.** The parties will follow Addendum I regarding any complaints that may arise from or relate to this Agreement.

XVII. **Disabled Students Programs & Services (DSP&S).** When a student is considering enrolling in a dual enrollment course, it is the responsibility of the High School to provide information to the student regarding their rights to receive academic adjustments, auxiliary aids, services and/or instruction in college courses. It is also the responsibility of the High School to assist the student in connecting with the DSP&S office for the college through which the dual enrollment course is being offered. Further, to the extent required by law, High School is responsible, at its sole cost and expense, for ensuring that students with Individualized Education Programs receive required aides and services.

XVIII. **Entire Agreement.** This CCAP Agreement and any related ISAs constitute the entire agreement between the parties with regard to the Courses and supersedes any prior or contemporaneous understanding or agreement. No party has been induced to enter into this CCAP Agreement by, nor is any party relying on, any representation or promise outside those expressly set forth in this CCAP Agreement and any related ISA.

XIX. **Amendment.** The provisions of this CCAP Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

XX. **Waiver.** Unless otherwise precluded by the terms of this CCAP Agreement, terms or conditions may be waived by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction of that term or condition as it applies on a subsequent occasion.

XXI. **Assignment.** Neither party may assign any rights or benefits or delegate any duty under this CCAP Agreement without written consent of the other party. Any purported assignment without written consent shall be void.

XXII. **Parties in Interest.** Nothing in this CCAP Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this agreement on any person other than the parties to it and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third person to any party to this agreement, nor shall any provision give any third person any right to subrogation or action against any party to this agreement.

XXIII. **Severability.** If any provision of this CCAP Agreement is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect and shall in no way be impaired or invalidated.

XXIV. **Notices.** Any notice under this CCAP Agreement shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

XXV. **Authority to Enter Into Agreement.** Each party to this CCAP Agreement represents and warrants that it has the full power and authority to enter into this agreement and to carry out the transactions

contemplated by it and that it has taken all action necessary to authorize the execution, delivery, and performance of this agreement.

XXVI. **Status of the Parties.** Neither party is a partner, joint venture, co-principal, employer, or co-employer of the other or of an employee of the other party. High School shall be solely responsible for paying all salaries, wages, benefits, and other compensation which its employees or subcontractors may be entitled to receive in connection with performing services under this CCAP Agreement and any related ISA. High School shall be solely responsible for withholding and paying all applicable payroll taxes and contributions, including federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurance in connection with performing services under this agreement and any related ISA.

High School shall be free to perform similar services for others while under contract with College. Nothing in this CCAP Agreement shall prohibit High School from taking on other jobs or performing services for other entities. The parties agree that in performing the services specified in this agreement, High School shall act as an independent contractor.

XXVII. **Retention and Audit of Records.** Each party shall maintain records pertaining to this CCAP Agreement and related ISAs as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

XXVIII. **Governing Law and Venue.** This CCAP Agreement will be governed by and construed in accordance with California law and venue of any action or proceeding in connection with this agreement shall be Fresno County, California.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

AGREED TO AND ACCEPTED:

STATE CENTER COMMUNITY COLLEGE DISTRICT

_____
By: Dr. David El Fattal
Vice Chancellor, Finance and Administration
1171 Fulton Street, Floor 5
Fresno, California 93721
(559) 243-7112

AGREED TO AND ACCEPTED:

_____

_____
By: _____
Title: Superintendent

May 22, 2024

Addendum I

California Education Code section 76004 subdivision (c) (1) requires the parties to establish protocols for sharing information in compliance with applicable state and federal privacy laws. This Addendum provides protocols for sharing information about complaints that may be related to, or arise from, the Agreement.

Complaints solely between High School employees will be handled pursuant to High School's internal procedures. Complaints solely between SCCCD employees will be handled pursuant to SCCCD's internal procedures. The Parties will follow the process below for: (a) complaints between High School and SCCCD employees; and (b) for complaints made by or against a High School student arising from or related to the Agreement.

1) This procedure applies to complaints received by High School or SCCCD.

2) The party receiving the complaint will:

    a) Notify the other party and provide the other party with the written complaint within 72 hours of receipt of the complaint.

    b) Comply with any reporting requirements under state and federal statutes or regulations.

3) The parties will cooperate to comply with statutory and regulatory reporting, investigation, and privacy requirements under the Education Code, Title IX, the Family Educational Rights and Privacy Act, Title 5 of the California Code of Regulations, and any other law. The parties understand that they may be required to conduct a formal investigation within regulatory timelines.

4) Within three business days or as otherwise required by law, the parties will meet and confer to attempt to reach an agreement on: (a) whether an investigation is required and if so, the type of investigation; (b) whether to conduct a joint investigation or separate investigations; (c) the scope of the investigation; and (d) sharing the costs of the investigation. If the parties cannot reach an agreement on a joint investigation, each party may conduct its own investigation. If the parties conduct separate investigations, they will notify each other of the names of their investigators.

5) The parties will cooperate and make their employees and students available to the joint investigator and their separate investigators. For joint investigations, the parties will share all relevant information. For separate investigations, the parties may share relevant information.

6) Interviews of employees and students will comply with rights and protections afforded under state or federal law, as applicable, including rights under collective bargaining unit agreements, as applicable.

7) For joint investigations, the investigator will prepare a report and provide it to both parties. The report will set forth findings as to each allegation and the basis for the findings. The parties will share all materials from a joint investigation subject to the confidentiality requirements of this Agreement. The parties may, but are not required, share their separate investigation reports subject to the confidentiality requirements of this Agreement.

8) The parties will keep all information and documents related to investigations confidential to the fullest extent permitted by law. The confidentiality requirements under this Agreement do not restrict the parties from using investigation reports, information, and materials in connection with employee discipline, student discipline, or defending against third party claims.

9) Activities related to an investigation shall not waive the attorney-client privilege, attorney work product protection, or any other privilege or protection to which the parties may be entitled.

10) All information, communications, documents, and other materials that the parties, their respective counsel, or investigators receive from or provide to each other in connection with an investigation shall constitute

confidential, privileged information that is being shared and disclosed for the common goal of undertaking a joint investigation. Such information shall not be disclosed to third parties without the other party's prior written consent, or unless required pursuant to applicable law, rule, or regulation, valid subpoena, or court order.

11) Except as expressly provided herein, all information obtained by a party, its counsel or investigator, or its counsel or investigator from the other party, is provided solely for the use of the receiving party in completing an investigation. All information will remain protected from disclosure to third parties pursuant to the attorney-client privilege, attorney work product doctrine, joint defense privilege, and any other applicable privilege or immunity.

12) If a subpoena, written discovery demand, motion, or other legal process seeks to compel the disclosure of any reports or information prepared pursuant to an investigation, the receiving party shall promptly notify the other party and shall cooperate fully with the other party in opposing the disclosure, unless the parties agree in writing to make the disclosure.

13) All confidentiality paragraphs and requirements shall survive the termination of this Agreement.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-27

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

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

TITLE AND SUBJECT: Approve Vendor Designation Per Request for Qualifications 23-30S5, Curriculum, Instruction and Professional Learning Services

ITEM DESCRIPTION: Included in the Board binders is information regarding proposed vendors selected through the Request for Qualifications (RFQ) 22-30S4, Curriculum, Instruction and Professional Learning Services. The Board approved the initial RFQ on March 22, 2023. Supplemental rounds were approved on August 08, 2023, October 18, 2023, and April 10, 2024, to ensure a pool of vendors to implement the Every Child is a Reader regional literacy plans.

The goal of the Fresno Unified literacy initiative is to ensure all students can read by the end of their first-grade year. Progress monitoring metrics include Desired Results Developmental Profile, iReady, Foundational Skills Assessments for students in Transitional Kindergarten and Kindergarten, and other regionally identified assessments.

This supplemental round closed on April 10, 2024, and all vendor designations are consistent with the evaluation and selection process set forth in the RFQ. The RFQ establishes a list of prequalified vendors that may be used for services. The term will begin upon Board approval through June 30, 2024, with the option of up to four one-year renewal terms for a maximum end date of June 30, 2028.

Category A, Curriculum (13 qualified vendors)
Category B, Professional Learning (17 qualified vendors)
Category C, Indirect/Direct Student Services (12 qualified vendors)

Purchase orders for services provided will be presented to the Board for ratification on monthly reports. Agreements will be presented for approval through the annual bundle process. The RFQ, vendor proposals and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Funding in the amount of approximately $10,000,000 per region is available in the Every Child is a Reader literacy initiative budget. There are no planned expenditures for 2023/24.

PREPARED BY: Marie Williams, Ed.D.

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 23-30S5, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING SERVICES

RFQ 23-30S5: Category A - Curriculum

Abre	Cincinnati, OH
Another Level Training Academy	Fresno, CA
Aperture Education, LLC	Itasca, IL
EB Academic Camps, LLC	San Anselmo, CA
EDIFII.US, LLC dba 21stCentEd	Orem, UT
Gibbs Smith Education	Kaysville, UT
Imagination Station Inc.	Dallas, TX
Institute for Multi-Sensory Education	Southfield, MI
Lincoln Learning Solutions	Aliquippa, PA
MN Zej Zog	New Hope, MN
Open Up Resources	Menlo Park, CA
Parsec Education Inc.	Fresno, CA
Read Naturally Inc.	Saint Paul, MN

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (continued)
RFQ NO. 23-30S5, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING SERVICES

RFQ 23-30S5: Category B – Professional Learning

Abre	Cincinnati, OH
Another Level Training Academy	Fresno, CA
Baiza and Associates Consulting, LLC	Leander, TX
Center for Leadership Equity and Research	Fresno, CA
CLIMB High Achievers	Pequot Lakes, MN
Crisis Prevention Institute, Inc.	Milwaukee, WI
Curriculum Associates, LLC	North Billerica, MA
EB Academic Camps, LLC	San Anselmo, CA
Imagination Station Inc.	Dallas, TX
Institute for Multi-Sensory Education	Southfield, MI
Instruction Partners	Nashville, TN
Marzano Resources LLC	Bloomington, IN
New Teacher Center	Sacramento, CA
Open Up Resources	Menlo Park, CA
Parsec Education Inc.	Fresno, CA
Playworks	Oakland, CA
Taylor'd Consulting Services, LLC	San Antonio, TX

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS (continued)
RFQ NO. 23-30S5, CURRICULUM, INSTRUCTION AND PROFESSIONAL LEARNING SERVICES

RFQ 23-30S5: Category C – Indirect/Direct Student Services

22 Ways Leadership Academy	Clovis, CA
Abre	Cincinnati, OH
Castrapel, Inc. DBA Mathnasium of North Fresno	Fresno, CA
Chapter One NFP	Odessa, FL
CLIMB High Achievers	Pequot Lakes, MN
Curriculum Associates, LLC	North Billerica, MA
Every Neighborhood Partnership	Fresno, CA
Jakara Movement	Fresno, CA
Parsec Education Inc.	Fresno, CA
Pelisari Inc.	Clovis, CA
Taylor'd Consulting Services, LLC	San Antonio, TX
Varsity Tutors for Schools LLC	Saint Louis, MO

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-28

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

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

TITLE AND SUBJECT: Approve Excess Workers' Compensation and Employer's Liability Insurance for 2024/25

ITEM DESCRIPTION: Included in the Board binders is a quotation received from the district's insurance broker, Marsh & McLennan Agency, for the district's Excess Workers' Compensation and Employer's Liability coverage. The policy period will extend from July 01, 2024, through June 30, 2025.

Annually, the district utilizes Marsh & McLennan Agency to conduct a marketing effort for all lines of insurance coverage.

The annual premium coverage is increasing for 2024/25, but the self-insured retention level (SIR) remains unchanged. This cost increase stems from payroll costs due to negotiated wage increases. The district's current policy provides coverage up to $25 million per Worker's Compensation occurrence and $2 million per Employer's Liability occurrence ($2 million total aggregate) after the $2 million self-insured retention is met for each claim. The recommended policy includes the same coverage levels and SIR.

Staff recommend placing the 2024/25 coverage at the quoted amount, which represents a 14% increase, $37,669, from $266,189 in 2023/24 to $303,858 in 2024/25.

FINANCIAL SUMMARY: Sufficient funds are available in the district's Workers' Compensation Internal Service Fund.

PREPARED BY: Stacey Sandoval

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

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT
PREMIUM COMPARISON 2024-25

	Coverage Limits		Premiums	
Coverages	**2023-2024 Limits**	**2024-2025 Renewal Limits**	**2023-2024 Premium**	**2024-2025 Renewal Premium**
Workers' Compensation/ Employer's Liability	**$2,000,000 SIR** **$25,000,000 per Occurrence (Workers' Compensation)** **$2,000,000 per Occurrence/ $2,000,000 Aggregate (Employer's Liability)**	**$2,000,000 SIR** **$25,000,000 per Occurrence (Workers' Compensation)** **$2,000,000 per Occurrence/ $2,000,000 Aggregate (Employer's Liability)**	**$266,189** Safety National Rating: A++ (Superior) XV, Admitted	**$303,858** Safety National Rating: A++ (Superior) XV, Admitted

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-29

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

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

TITLE AND SUBJECT: Approve Award of Bid 24-82, Heaton Elementary School Confidential Space Installation

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-82, Heaton Elementary School Confidential Space Installation. The project consists of adding permanent walls in existing spaces to create five confidential spaces for student support. Permanent wall construction will also be constructed around the library and staff dining room to create a single point of entry for increased safety.

The request for bids was lawfully advertised on April 12, 2024. Notifications were sent to 262 firms plus five construction trade publications, and the district received one response. Bids were opened on May 16, 2024. Staff recommend award to the lowest responsive, responsible bidder:

BDM, Inc. (Hanford, California) $1,250,785.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,250,785 are available in the Measure M and Elementary and Secondary School Emergency Relief III Funds.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-82, HEATON ELEMENTARY SCHOOL CONFIDENTIAL SPACE INSTALLATION

Bid Opening Date: May 16, 2024 prior to 3:30 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID HEATON ELEMENTARY SCHOOL CONFIDENTIAL SPACE INSTALLATION	ALLOWANCE UNKNOWN/UNFORSEEN INFRASTRUCTURE CONFLICTS	TOTAL BID AMOUNT
BDM, Inc.	**Hanford**	**$1,195,785**	**$55,000**	**$1,250,785**

Low bid determined by Base Bid .

The bid includes an allowance amount of $55,000 for unknown/unforeseen infrastucture conflicts requiring additional work. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid and Allowance for $1,250,785 to BDM, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-30

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

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

TITLE AND SUBJECT: Approve Award of Bid 24-83, Figarden Elementary School Confidential Space Installation

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-83, Figarden Elementary School Confidential Space Installation. The project consists of an interior renovation of the administration office to install new interior walls and doors to create a confidential space for student support and American with Disabilities Act upgrades to the staff restrooms and nurse's station. The main entry doors will be relocated for a single point of entry to increase student and staff safety.

The request for bids was lawfully advertised on April 15, 2024. Notifications were sent to 260 firms plus five construction trade publications, and the district received three responses. Bids were opened on May 21, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Better Enterprises, Inc. (Fresno, California) $661,000.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $661,000 are available in the Elementary and Secondary School Emergency Relief III Fund.

PREPARED BY: Ann Loorz

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

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



INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-83, FIGARDEN ELEMENTARY SCHOOL CONFIDENTIAL SPACE INSTALLATION

Bid Opening Date: May 21, 2024 prior to 3:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID FIGARDEN ELEMENTARY SCHOOL CONFIDENTIAL SPACE INSTALLATION	ALLOWANCE UNKNOWN/UNFORSEEN FOR ADDITIONAL WORK	TOTAL BID AMOUNT
Better Enterprises, Inc.	**Fresno**	**$593,500**	**$67,500**	**$661,000**
GoJRM Construction, Inc.	Tehachapi	$667,855	$67,500	$735,355
McDaniels Construction	Bakersfield	$732,433	$67,500	$799,933

Low bid determined by Base Bid .

The bid includes an allowance amount of $67,500 for unknown conditions requiring additional work to be performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid and Allowance for $661,000 to Better Enterprises, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-31

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Award of Bid 24-84, Scandinavian Middle School Sitework and Portable Improvement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-84, Scandinavian Middle School Sitework and Portable Improvement. The project consists of installing two modular buildings, associated sitework and fencing to create a single point of entry. One modular building consists of four offices for counseling and student support along with a space for tutoring and a staff breakroom. The other modular building will serve as a classroom for formal tutoring to enhance student academics.

The request for bids was lawfully advertised on April 29, 2024. Notifications were sent to 268 firms plus five construction trade publications, and the district received one response. Bids were opened on May 23, 2024. Staff recommend award to the lowest responsive, responsible bidder:

BDM, Inc. (Hanford, California) $1,680,785.

The district purchased the Division of the State Architect approved classroom utilizing a formal bid contract totaling $176,574 to mitigate long lead times. The total construction cost of the project is $1,857,359.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,680,785 are available in the Elementary and Secondary School Emergency Relief III Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-84, SCANDINAVIAN MIDDLE SCHOOL SITEWORK AND PORTABLE IMPROVEMENT

Bid Opening Date: May 23, 2024 prior to 3:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID 1 PORTABLE AND SITEWORK IMPROVEMENTS	ADD ALT 1 SHIFT BUILDING 5 FEET NORTH	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
BDM, Inc.	**Hanford**	**$1,595,785**	**$85,000**	**$1,680,785**	**$1,680,785**

Low bid determined by the Base Bid plus Add Alternate item:

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids. Staff recommends award of the Base Bid and Add Alternate for $1,680,785 to BDM, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-32

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

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

TITLE AND SUBJECT: Approve Award of Bid 24-86, Nutrition Center Facility Upgrades

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-86, Nutrition Center Facility Upgrades. The project will install six owner furnished dock levelers, replace automatic rollup doors, extend forklift charging station, and remodel the conference room at the Nutrition Center.

The request for bids was lawfully advertised on April 17, 2024. Notifications were sent to 256 firms plus five construction trade publications, and the district received two responses. Bids were opened on May 16, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Better Enterprises, Inc. (Fresno, California) $1,097,500.

The district purchased the dock levelers utilizing a Board approved piggyback contract totaling $188,275 to mitigate long lead times. The total construction cost of the project is $1,285,775.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,097,500 are available in the Kitchen Infrastructure and Training Grant Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-86, NUTRITION CENTER FACILITY UPGRADES

Bid Opening Date: May 16, 2024 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Better Enterprises, Inc.	**Fresno**	**$1,097,500**
BDM, Inc.	Hanford	$1,775,875

Low bid determined by Base Bid.

Staff recommends award of the Base Bid for $1,097,500 to Better Enterprises, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-33

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Award of Bid 24-87, Gaston Middle School Sitework and Portable Improvement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-87, Gaston Middle School Sitework and Portable Improvement. The project consists of installing a modular building and associated sitework. The new modular building consists of four offices for counseling and student support along with a space for tutoring and a staff breakroom.

The request for bids was lawfully advertised on April 29, 2024. Notifications were sent to 268 firms plus five construction trade publications, and the district received two responses. Bids were opened on May 23, 2024. Staff recommend award to the lowest responsive, responsible bidder:

GCB1, Inc. dba GC Builders (Fresno, California) $ 938,700.

The district purchased the Division of the State Architect approved classroom utilizing a formal bid contract totaling $90,037 to mitigate long lead times. The total construction cost of the project is $1,028,737.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $938,700 are available in the Elementary and Secondary School Emergency Relief III Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-87, GASTON MIDDLE SCHOOL SITEWORK AND PORTABLE IMPROVEMENT

Bid Opening Date: May 23, 2024 prior to 1:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID INSTALL 20x40 PORTABLE INFRASTRUCTURE AND SITEWORK IMPROVEMENT	TOTAL BID AMOUNT
GCB1, Inc. dba GC Builders	**Fresno**	**$938,700**	**$938,700**
BDM, Inc.	Hanford	$979,875	$979,875

Low bid determined by the Base Bid.

Staff recommends award of the Base Bid for $938,700 to GCB1, Inc. dba GC Builders, the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-34

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Award of Bid 24-89, Service Center Bus Lift Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-89, Service Center Bus Lift Replacement. The project consists of replacing one bus lift in the Service Center bus shop.

The request for bids was lawfully advertised on April 24, 2024. Notifications were sent to 271 firms plus five construction trade publications, and the district received one response. Bids were opened on May 21, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Viking Enterprises (Fresno, California) $359,999.

The district purchased the moveable jack unit utilizing a Board approved piggyback contract totaling $212,473 to mitigate long lead times. The total construction cost of the project is $572,472.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $359,999 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-89, SERVICE CENTER BUS LIFT REPLACEMENT

Bid Opening Date: May 21, 2024 prior to 1:00 P.M. Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID AMOUNT
Viking Enterprises	**Fresno**	**$359,999**

Low bid determined by Base Bid.

Staff recommends award of $359,999 to Viking Enterprises, the lowest responsive, responsible bidder for Base Bid item.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-35

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

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

TITLE AND SUBJECT: Approve Award of Bid 24-92, Cambridge High School Sitework and Portable Improvement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-92, Cambridge High School Sitework and Portable Improvement. This project will provide infrastructure and site improvements for the placement of a new portable building to serve as a library. The project also includes minor fencing upgrades to create a secure single point of entry to the school administration building for increased campus safety.

The request for bids was lawfully advertised on April 29, 2024, and May 06, 2024. Notifications were sent to 268 firms plus five construction trade publications, and the district received one response. Bids were opened on May 23, 2024. Staff recommend award to the lowest responsive, responsible bidder:

BDM, Inc. (Hanford, California) $989,775.

The district purchased the portable utilizing a formal bid contract totaling $90,037 to mitigate long lead times. The total construction cost of the project is $1,079,812.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $989,775 are available in the Elementary and Secondary School Emergency Relief III Federal Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-92, CAMBRIDGE HIGH SCHOOL SITEWORK AND PORTABLE IMPROVEMENT

Bid Opening Date: May 23, 2024 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
BDM, Inc.	**Hanford**	**$989,775**

Low bid determined by Base Bid.

Staff recommends award of the Base Bid for $989,775 to BDM, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-36

AGENDA SECTION: A

ACTION REQUESTED: Approve

TITLE AND SUBJECT: Approve Award of Bid 24-93, Computech Middle School Sitework and Portable Improvement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-93, Computech Middle School Sitework and Portable Improvement. This project will provide infrastructure and site improvements for the placement of one new portable building with nine office spaces, a workroom, staff restrooms and custodial space.

The request for bids was lawfully advertised on April 29, 2024, and May 06, 2024. Notifications were sent to 268 firms plus five construction trade publications, and the district received three responses. Bids were opened on May 23, 2024. Staff recommend award to the lowest responsive, responsible bidder:

BDM, Inc. (Hanford, California) $899,975.

The district purchased the portable utilizing a formal bid contract totaling $311,738 to mitigate long lead times. The total construction cost of the project is $1,211,713.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $899,975 are available in the Elementary and Secondary School Emergency Relief III Federal Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-93, COMPUTECH MIDDLE SCHOOL SITEWORK AND PORTABLE IMPROVEMENT

Bid Opening Date: May 23, 2024 prior to 11:00 A.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
BDM, Inc.	**Hanford**	**$899,975**
GCB1, Inc. dba GC Builders	Fresno	$965,700
Better Enterprises, Inc.	Fresno	$1,230,335

Low bid determined by Base Bid.

Staff recommends award of the Base Bid for $899,975 to BDM, Inc., the lowest responsive, responsible bidder.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-93, COMPUTECH MIDDLE SCHOOL SITEWORK AND PORTABLE IMPROVEMENT

Bid Opening Date: May 23, 2024 prior to 11:00 A.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
BDM, Inc.	**Hanford**	**$899,975**
GCB1, Inc. dba GC Builders	Fresno	$965,700
Better Enterprises, Inc.	Fresno	$1,230,335

Low bid determined by Base Bid.

Staff recommends award of the Base Bid for $899,975 to BDM, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-37

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

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

TITLE AND SUBJECT: Approve Award of Bid 24-94, Burroughs and Sunset Elementary Schools Playground Replacements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-94, Burroughs, and Sunset Elementary Schools Playground Replacements. The project consists of the replacement of the play equipment, installation of rubber surfacing, and associated sitework at Burroughs and Sunset Elementary Schools.

The request for bids was lawfully advertised on May 01, 2024. Notifications were sent to 260 firms plus five construction trade publications, and the district received two responses per section. Bids were opened on June 11, 2024. Staff recommend award to the lowest responsive, responsible bidders:

Section A – Burroughs Elementary School
Harris Development Corp., dba HBC Enterprises (Clovis, California) $669,475

Section B – Sunset Elementary School
BDM, Inc. (Hanford, California) $929,875

The district purchased the play equipment and rubber tiles utilizing a Board approved piggyback contract totaling $506,737 to mitigate long lead times. The total construction cost of the project is $843,427 for Burroughs Elementary School and $1,262,660 for Sunset Elementary School.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,599,350 are available from the Measure M Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-94, BURROUGHS AND SUNSET ELEMENTARY SCHOOLS PLAYGROUND REPLACEMENTS

Bid Opening Date: June 11, 2024 prior to 10:00 A.M. Buyer: Panhia Moua

CONTRACTOR	CITY	SECTION A BASE BID BURROUGHS E.S.	SECTION B BASE BID SUNSET E.S.	RECOMMENDED AWARD AMOUNT
BDM, Inc.	**Hanford**	$669,795	**$929,875**	**$929,875**
Harris Development Corp., dba HBC Enterprises	**Clovis**	**$669,475**	$1,054,000	**$669,475**

Award will be by Section.

Low bid is determined by Base Bid per Section.

Staff recommends award of Section A Base Bid for $669,475 to Harris Development Corp., dba HBC Enterprises, the lowest responsive, responsible bidder.

Staff recommends award of Section B Base Bid for $929,875 to BDM, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-38

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

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

TITLE AND SUBJECT: Approve Award of Bid 24-95, Addicott Elementary School Shade Structures and Site Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-95, Addicott Elementary School Shade Structures and Site Improvements. This project includes the installation of play equipment, three new shade structures and associated sitework to enhance student comfort.

The request for bids was lawfully advertised on May 03, 2024. Notifications were sent to 260 firms plus five construction trade publications, and the district received three responses. Bids were opened on June 04, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Harris Development Corp., dba HBC Enterprises (Clovis, California) $757,449.

The district purchased shade structures and play equipment totaling $311,675 to mitigate long lead times. The total construction cost of the project is $1,069,124.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $757,449 are available in the School Facilities Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-95, ADDICOTT ELEMENTARY SCHOOL SHADE STRUCTURES AND SITE IMPROVEMENTS

Bid Opening Date: June 4, 2024 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Harris Development Corp., dba HBC Enterprises	**Fresno**	**$757,449**
GCB1, Inc. dba GC Builders	Fresno	$791,700
~~JL McDaniels Companies Inc. dba McDaniels Construction~~	~~Bakersfield~~	~~$528,768~~

Low bid determined by Base Bid.

Staff recommends award of the Base Bid for $757,449 to Harris Development Corp. dba HBC Enterprises, the lowest responsive, responsible bidder.

In accordance with Public Contract Code 5101, Staff recommends JL McDaniels Companies Inc. dba McDaniels Construction be relieved of bid for errors made in subcontractors list and bid amount.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-39

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

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

TITLE AND SUBJECT: Approve Award of Bid 24-97, Tehipite Middle School Fresno Unified School District Technology Hub

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-97, Tehipite Middle School Fresno Unified School District Technology Hub. The project scope consists of converting the existing wood shop space into a state-of-the-art technology hub. The space will be utilized districtwide as a competitive e-sports gaming league center that will provide equal access to modern computer equipment for our students. The project involves constructing an e-sports arena/assembly space, male and female restrooms, a training room, a locker room, and a secure technology equipment storage closet. The project also includes infrastructure and site improvements along with a mechanical upgrade from makeup air to mechanical cooling.

The request for bids was lawfully advertised on May 08, 2024. Notifications were sent to 260 firms plus five construction trade publications, and the district received four responses. Bids were opened on June 06, 2024. Staff recommend award to the lowest responsive, responsible bidder:

Quiring General, LLC (Fresno, California) $3,565,015

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $3,565,015 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-97, TEHIPITE MIDDLE SCHOOL FRESNO UNIFIED SCHOOL DISTRICT TECHNOLOGY HUB

Bid Opening Date: June 6, 2024 prior to 3:00 P.M. Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1 TECHNOLOGY HUB BUILDING	ADD ALT 1 RESTROOM	ADD ALT 2 TOURNAMENT TABLE	ADD ALT 3 E-SPORTS PLATFORM	ADD ALT 4 EXPANDED METAL CEILING	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Quiring General, LLC	**Fresno**	**$3,004,486**	**$257,388**	**$157,087**	**$103,546**	**$42,508**	**$3,565,015**	**$3,565,015**
Katch Environmental, Inc.	Fresno	$3,346,285	$233,288	$196,952	$134,231	$90,809	$4,001,565	
Bobo Construction, Inc.	Elk Grove	$3,720,332	$210,000	$165,000	$100,000	$50,000	$4,245,332	
~~Swinerton Builders~~	~~Santa Clara~~	~~$3,207,868~~	~~$281,625~~	~~$189,017~~	~~$110,534~~	~~$60,956~~	~~$3,850,000~~	

Low bid determined by Base Bid plus All Add Alternate items:
Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff recommends award of $3,565,015 to Quiring General, LLC, the lowest responsive, responsible bidder for all Base Bid and Add Alt items.

In accordance with Public Contract Code 4104(a)(1), Staff recommends rejecting Swinerton Builders bid as non-responsive due to an incomplete subcontractors list.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-40

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

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

TITLE AND SUBJECT: Approve Award of Formal Quote, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Formal Quote, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement. The project consists of installation of owner provided play equipment, installation of owner provided shade canopy, installation of rubber surfacing and associated sitework at King and Lincoln Elementary Schools and Cesar Chavez Adult School. Also included is a staff restroom at Cesar Chavez Adult School.

On January 08, 2014, Fresno Unified School District elected to become subject to the California Uniform Public Construction Cost Account Act (CUPCCAA) which provides for alternative bidding thresholds and procedures pursuant to public contract codes 22000 through 22045 when an agency performs construction work by contract.

Pursuant to PCC 22038, if no bids are received through the formal or informal bid procedure, the project may be performed by the employees of the public agency by force account or negotiated contract without further complying with this article. Purchasing received one response for each section. Staff recommend award to the lowest responsive, responsible bidder:

GCB1, Inc. dba GC Builders (Fresno, California)
Section A – Cesar Chavez Adult School $1,225,700
Section B – King Elementary School $857,400
Section C – Lincoln Elementary School $751,600

The district purchased shade structures and play equipment totaling $222,445 to mitigate long lead times. The total construction cost of the project is $1,269,244 for Cesar Chavez Adult School, $946,316 for King Elementary School, and $841,585 for Lincoln Elementary School.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of $2,834,700 are available from the Inclusive Early Education Expansion Program (IEEEP) Grant.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

FORMAL QUOTE TABULATION

KING AND LINCOLN ELEMENTARY SCHOOLS AND

CESAR CHAVEZ ADULT SCHOOL PLAYGROUND EQUIPMENT REPLACEMENT

Quotes Due: June 12, 2024 prior to 12:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	SECTION A BASE BID CESAR CHAVEZ A.S.	SECTION B BASE BID KING E.S.	SECTION C BASE BID LINCOLN E.S.	RECOMMENDED AWARD AMOUNT
GCB1, Inc. dba GC Builders	**Fresno**	**$1,225,700**	**$857,400**	**$751,600**	**$2,834,700**

No response was received for original formal Bid No. 24-96 Sections A-C, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement.

Staff recommends award of Sections A, B, and C Base Bids for $2,834,700 to GCB1, Inc. dba GC Builders, the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-41

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

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

TITLE AND SUBJECT: Approve Rejection of Bid 24-90, Safety and Security Fencing at 13 Sites, Sections A-D

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-90, Safety and Security Fencing at thirteen sites. This project includes four bid sections to provide security fencing at Aynesworth, Centennial, Dailey, Easterby, Fremont, Gibson, Homan, Lowell, Malloch, Muir, Thomas, Winchell, and Wishon Elementary Schools. The project consists of upgrading security fencing as well as site improvements to provide a single point of entry. The project will increase safety for staff and students.

The request for bids was lawfully advertised on April 24, 2024. Notifications were sent to 124 firms plus five construction trade publications, and the district received one response per section. Bids were opened on June 11, 2024. Staff recommend rejecting all bids due to bid prices being significantly higher than the estimated amount.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

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

PREPARED BY: Ann Loorz

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

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



INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her



FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-90 **SECTION A**, SAFETY AND SECURITY FENCING IMPROVEMENTS

Bid Opening Date: June 11, 2024 prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1 SAFETY AND SECURITY FENCING DAILEY E.S.	BASE BID 2 SAFETY AND SECURITY FENCING GIBSON E.S.	ADD ALT 2A ORNAMENTAL FENCING GIBSON E.S.	BASE BID 3 SAFETY AND SECURITY FENCING MALLOCH E.S.	ADD ALT 3A ORNAMENTAL FENCING MALLOCH E.S.	BASE BID 4 SAFETY AND SECURITY FENCING THOMAS E.S.	ADD ALT 4A ORNAMENTAL FENCING THOMAS E.S.	TOTAL BID AMOUNT
~~Golden Bay Fence plus Iron Works, Inc.~~	~~Stockton~~	~~$197,593~~	~~$222,006~~	~~$18,762~~	~~$87,788~~	~~$19,151~~	~~$153,483~~	~~$19,132~~	~~$717,915~~

Award will be by Section.

Low bid determined by Base Bid plus All Add Alternate item:
Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining thelow bidder is published prior to opening of the sealed bids.

Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 24-90 **SECTION B**, SAFETY AND SECURITY FENCING IMPROVEMENTS

Bid Opening Date: June 11, 2024 prior to 2:30 P.M. Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1 SAFETY AND SECURITY FENCING FREMONT E.S.	BASE BID 2 SAFETY AND SECURITY FENCING HOMAN E.S.	ADD ALT 2B ORNAMENTAL FENCING HOMAN E.S.	BASE BID 3 SAFETY AND SECURITY FENCING MUIR E.S.	TOTAL BID AMOUNT
~~Golden Bay Fence plus Iron Works, Inc.~~	~~Stockton~~	~~$139,531~~	~~$102,320~~	~~$18,754~~	~~$222,621~~	~~$483,226~~

Award will be by Section.

Low bid determined by Base Bid plus All Add Alternate item:
Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining thelow bidder is published prior to opening of the sealed bids.

Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-90 **SECTION C**, SAFETY AND SECURITY FENCING IMPROVEMENTS

Bid Opening Date: June 11, 2024 prior to 3:00 P.M. Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1 SAFETY AND SECURITY FENCING CENTENNIAL E.S.	ADD ALT 1C ORNAMENTAL FENCING CENTENNIAL E.S.	BASE BID 2 SAFETY AND SECURITY FENCING LOWELL E.S.	BASE BID 3 SAFETY AND SECURITY FENCING WISHON E.S.	ADD ALT 3C ORNAMENTAL FENCING WISHON E.S.	TOTAL BID AMOUNT
~~Golden Bay Fence plus Iron Works, Inc.~~	~~Stockton~~	~~$94,852~~	~~$18,189~~	~~$146,665~~	~~$175,516~~	~~$18,189~~	~~$453,411~~

Award will be by Section.

Low bid determined by Base Bid plus All Add Alternate item:
Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining thelow bidder is published prior to opening of the sealed bids.

Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-90 **SECTION D**, SAFETY AND SECURITY FENCING IMPROVEMENTS

Bid Opening Date: June 11, 2024 prior to 3:30 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1 SAFETY AND SECURITY FENCING AYNESWORTH E.S.	ADD ALT 1D ORNAMENTAL FENCING AYNESWORTH E.S.	BASE BID 2 SAFETY AND SECURITY FENCING EASTERBY E.S.	ADD ALT 2D ORNAMENTAL FENCING EASTERBY E.S.	BASE BID 3 SAFETY AND SECURITY FENCING WINCHELL E.S.	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
~~Golden Bay Fence plus Iron Works, Inc.~~	~~Stockton~~	~~$189,587~~	~~$18,174~~	~~$103,866~~	~~$18,736~~	~~$225,976~~	~~$556,339~~	~~$556,339~~

Award will be by Section.

Low bid determined by Base Bid plus All Add Alternate item:
Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining thelow bidder is published prior to opening of the sealed bids.

Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-42

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

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

TITLE AND SUBJECT: Approve Rejection of Bid 24-98, Sunnyside High School Theater Lighting and Sound System Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-98, Sunnyside High School Theater Lighting and Sound System Replacement. The project consists of stage lighting and sound system upgrades with associated restroom and seating accessibility improvements at the existing auditorium.

The request for bids was lawfully advertised on May 08, 2024. Notifications were sent to 260 firms plus five construction trade publications, and the district received one response. Bids were opened on June 06, 2024. Staff recommend rejecting all bids due to bid prices being significantly higher than the estimated amount.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

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

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-98 , SUNNYSIDE HIGH SCHOOL THEATRE LIGHTING AND SOUND SYSTEM REPLACEMENT

Bid Opening Date: June 6, 2024 prior to 1:00 P.M. Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID 1 THEATRE LIGHTING AND SOUND SYSTEM	ADD ALT 1 ADDITIONAL LIGHTING	ADD ALT 2 ADDITIONAL LIGHTING	TOTAL BID AMOUNT
~~**Davis Moreno Construction, Inc.**~~	~~**Fresno**~~	~~**$2,792,088**~~	~~**$272,952**~~	~~**$184,824**~~	~~**$3,249,864**~~

Low bid determined by Base Bid plus All Add Alternate items:
Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-43

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

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

TITLE AND SUBJECT: Approve Proposed Revisions for Board Bylaw 9321

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for Board Bylaw 9321, Closed Session Purpose and Agendas. These revisions meet the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy
Peach font – Subcommittee recommendation
Grey font – New Policy, CSBA recommended
Green font – Legally mandated/reference changes
Teal header – *New Policy, non-CSBA proposed
Blue font – Clarification or readability changes
~~Red strikeout~~ – Recommended deletion
Green font – CDE/FPM/Legal required change
Purple font – Information change
Blue font – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia

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

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

DRAFT

Fresno Unified Board Policy (BP) 9321
Closed Session Purposes And Agendas

The Governing Board is committed to complying with state open meeting laws and modeling transparency in its conduct of district business. ~~The Board shall hold closed sessions only for purposes authorized by law.~~ The Board ~~may~~ shall hold a closed session ~~at any time~~ during a regular, ~~or~~ special, or ~~meeting and during~~ emergency meeting~~s~~ only for purposes authorized by ~~in accordance with~~ law. ~~(Government Code 54950-54963).~~

Each agenda shall contain a general description of each closed session item to be discussed at the meeting, as required by law. (Education Code 35145, Government Code 54954.2, 54954.5, 54957)

(cf. 9320 - Meetings and Notices)
(cf. 9322 - Agenda/Meeting Materials)

In the open session preceding the closed session, ~~T~~the Board shall disclose ~~in open session~~ the items to be discussed in closed session as specified in this bylaw. ~~In the closed session,~~ ~~T~~the Board may either state the information on the agenda or refer the public to the item(s) as listed by number or letter on the agenda. In the closed session, the Board may consider only those items ~~matters~~ covered in its statement.

After the closed session, the Board shall reconvene in open session before adjourning the meeting and, when applicable, shall publicly disclose any action~~s~~ taken in the closed session, the votes or abstentions thereon, and other disclosures specified in this bylaw. ~~below that are applicable to the manner being addressed.~~ Such reports may be made in writing or orally at the location announced in the agenda for the closed session as required by law. (Education Code 32281; Government Code 54957.1, 54957.7)

~~*(cf. 9321.1 - Closed Session Actions and Reports)*~~

When an action taken during a closed session involves final approval or adoption of a document, such as a contract or settlement agreement, that becomes public upon such approval or adoption, the Superintendent or designee shall provide a copy of the document to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the Superintendent or designee shall make the document available the next business day or when the necessary changes to the document are ~~retyping is~~ completed. Whenever copies of an approved agreement will not be immediately released due to an amendment, the Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

Confidentiality

A Board member shall not disclose confidential information received in closed session unless the Board authorizes the disclosure of that information or the information has been publicly reported by the District. (Government Code 54963)

For purposes of this section, "confidential information" means a communication made in a closed session that is specifically related to the basis for the legislative body of a local agency to meet lawfully in closed session under this chapter (Government Code 54963).

Violation of this section may be addressed by the use of such remedies as are currently available by law, including, but not limited to (Government Code 54963):

(1) Injunctive relief to prevent the disclosure of confidential information prohibited by this section.
(2) Disciplinary action against an employee who has willfully disclosed confidential information in violation of this section.
(3) Referral of a member of a legislative body who has willfully disclosed confidential information in violation of this section to the grandjury.

The Board shall not disclose any information that is protected by state or federal law. In addition, no victim or alleged victim of tortious sexual conduct or child abuse shall be identified in any Board agenda, notice, announcement, or report required by the Brown Act, unless the identity of the person has previously been publicly disclosed. (Government Code 54957.7, 54961)

(cf. 1340 - Access to District Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

Personnel Matters: Appointment, Employment, Performance Evaluation, or Discipline/Dismissal/Release

The Board may hold **a** closed session under the "personnel exception" to consider the appointment, employment, **performance** evaluation ~~of performance~~, discipline**,** or ~~dismissal~~ **change in employment status** of an employee. Such a closed session shall not include discussion or action on proposed compensation except for a reduction of compensation that results from the imposition of discipline. (Government Code 54957**, 54957.1**)

(cf. 2140 - Evaluation of the Superintendent)
(cf. 4115 - Evaluation/Supervision)
(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4215 - Evaluation/Supervision)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Personnel Matters: Specific Complaints or Charges

The Board may ~~also~~ hold a closed session to hear complaints or charges brought against an employee ~~by another person or employee~~, **unless the employee who is the subject of the complaint** requests an open session. ~~(Government Code 54945)~~

Before the Board holds a closed session on specific complaints or charges brought against an employee, the **Superintendent or designee shall ensure that the** employee ~~shall~~ receive**s** written notice of the**ir** right to have the complaints or charges heard in open session ~~if desired~~. This notice shall be delivered personally or by mail at least 24 hours before the time of the **closed** session. (Government Code 54957).

(cf. 1312.1 - Complaints Concerning District Employees) (cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Personal Matters: Application for Early Withdraw of Funds in Deferred Compensation Plan

The Board may hold a closed session to discuss a**n** ~~district~~ employee's application for early withdrawal of funds in a deferred compensation plan when the application is based on financial hardship arising from an unforeseeable emergency due to illness, accident, casualty, or other extraordinary event, as specified in the deferred compensation plan. (Government Code 54957.10)

~~Agenda items related to district employee appointments and employment shall describe the position to be filled. Agenda items related to performance evaluations shall specify the title of the employee being reviewed. Agenda items related to employee discipline, dismissal, or release require no additional information. (Government Code 54954.5)~~

~~After the closed session, the Board shall report any action taken to appoint, employ, dismiss, accept the~~

resignation of, or otherwise affect the employment status of a district employee and shall identify the title of the affected position. The report shall be given at the public meeting during which the closed session is held, except that the report of a dismissal or nonrenewal of an employment contract shall be deferred until the first public meeting after administrative remedies, if any, have been exhausted. (Government Code 54957.1)

Negotiations/Collective Bargaining

Unless otherwise agreed upon by the parties involved, the following shall not be subject to the open meeting requirements of Brown Act: (Government Code 3549.1)

1. Any meeting and negotiating discussion between the district and a recognized or certified employee organization
2. Any meeting of a mediator with either party or both parties to the meeting and negotiating process
3. Any hearing, meeting or investigation conducted by a fact finder or arbitrator
4. An executive (closed) session of the district or between the district and its designated representative for the purpose of discussing its position regarding any matter within the scope of representation and instructing its designated representatives

(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board may meet in closed session **to review the Board's position**, prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees, to review the Board's and/or instruct its designated representative(s) regarding employee salaries, salary schedules or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation. **A closed session regarding salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussions of the district's available funds and funding priorities,** Prior to the closed session, the Board shall identify its designated representative in open session. Any closed session held for this purpose may include discussions of the district's available funds and funding priorities, but only insofar as they relate to providing instructions to the Board's designated representative. Final action on the proposed compensation of one or more unrepresented employees shall not be taken in closed session. (Government Code 54957.6)

(cf. 2121 - Superintendent's Contract)
(cf. 4140/4240/4340 - Bargaining Units)
(cf. 4143/4243 - Negotiations/Consultation)
(cf. 4143.1/4243.1 - Public Notice - Personnel Negotiations)

The Board also may meet in closed session with a state conciliator or mediator who has intervened in these proceedings regarding any of the purposes enumerated in Government Code 54957.6.

Pursuant to Government Code 54957.1, approval in closed session of an agreement regarding labor negotiations with represented employees

Agenda items related to negotiations shall specify the name of the district's designated representative(s) attending the closed session. If circumstances necessitate the absence of a specified designated representative, an agent or designee may participate in place of the absent representative as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the organization representing the employee(s) or the position title of the unrepresented employee who is the subject of the negotiations. (Government Code 54954.5)

~~Approval of an agreement regarding labor negotiations with represented employees~~ ~~p~~Pursuant to Government Code 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. **However, the Board may, at its sole discretion, vote on such an agreement in open session.** ~~This report shall identify the item approved and the other party or parties to the negotiation.~~ (Government Code 54957.1)

Pursuant to Government Code 3549.1, the Board may, without following the requirements of the Brown Act, meet in closed session exclusively for the purpose of discussing its position regarding any matter within the scope of representation or for the purpose of instructing its designated representatives. The Board shall not discuss any other item at any such closed session. (Government Code 3549.1)

Matters Related to Students

If a public hearing would lead to the disclosure of confidential student information, **such as grades or discipline information,** the Board shall meet in closed session to consider a suspension, disciplinary action, any other action against a student except expulsion, or a challenge to a student record. **At least 72 hours prior to the start of the meeting of which the closed session is a part, the Superintendent or designee, on behalf of the Board, shall, in writing, by registered or certified mail or by personal service, notify the student and the student's parent/guardian of the intent of the Board to hear the item in closed session.** If a written request for open session is received from **the student or the student's** parent**s**/guardian**s within 48 hours of receiving the notice,** ~~or adult student,~~ the meeting shall be public, except that any discussion at that meeting which may be in conflict with the right to privacy of any **other** student **shall remain** ~~other than the student requesting the public meeting shall be~~ in closed session. (Education Code 35146, 48912, 49070)

If ~~T~~**t**he Board **conducts an expulsion hearing pursuant to Board Policy 5144.1 – Suspension and Expulsion/Due Process, the Board** shall **do so in** ~~meet~~ in closed session ~~to consider the expulsion of a student~~, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the Board **shall** ~~may~~ meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)
(cf. 5117 - Interdistrict Attendance)
(cf. 5119 - Students Expelled from Other Districts) (cf. 5125.3 - Challenging Student Records)
(cf. 5144 - Discipline)

~~Agenda items related to student matters shall briefly describe the reason for the closed session, such as "student expulsion hearing" or "grade change appeal," without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping. The agenda shall also state that the Education Code requires closed sessions in these cases in order to prevent the disclosure of confidential student record information.~~

~~Final action on a student matter deliberated in closed session shall be taken in open session and shall be a matter of public record. (Education Code 35146, 48918)~~

~~However, in taking final action, the Board shall not release any information in violation of student privacy rights provided in 20 USC 1232g or other applicable laws. In an expulsion or other disciplinary~~

~~action, the cause for the disciplinary action shall be disclosed in open session, but the Board shall refer to the student number or other identifier and shall not disclose the student's name.~~

In order to protect student privacy rights provided in 20 USC 1232g or other applicable laws, the identity of a student shall not be listed in the agenda and, unless the item is heard in open session, shall not be included in any report after closed session. Additionally, a student matter shall be listed in the open session portion of the agenda with the same description and numbering system as it was on the closed session portion of the agenda. (Education Code 35146)

(cf. 5125 - Student Records)

Security Matters

The Board may meet in closed session with the Governor, Attorney General, D~~d~~istrict A~~a~~ttorney, district legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings; to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service; or to the public's right of access to public services or public facilities. Such discussions may be held in closed session during an emergency meeting called pursuant to **Board Bylaw 9320 – Meetings and Notices and Board Bylaw/Exhibit (1) 9323.2 – Actions By The Board.**

~~Government Code 54956.5 if agreed to by a two-thirds vote of the Board members present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present. (Government code 54956.5, 54957)~~

(cf. 0450 - Comprehensive Safety Plan) (cf. 3515 - Campus Security)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Board may **also** meet in closed session to consult with law enforcement officials on the development of a plan for tactical responses to criminal incidents and to approve the plan. ~~Following the closed session, the Board shall report any action taken to approve the plan, but need not disclose the district's plan for tactical responses.~~ (Education Code 32281)

~~Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the Board will consult. (Government Code 54954.5)~~

Real Property Negotiations

The Board may meet in closed session with its real property negotiator prior to the purchase, sale, exchange, or lease of real property by or for the district in order to grant its negotiator ~~the~~ authority regarding the price and terms of payment for the property. (Government Code 54956.8)

~~Before holding the closed session, the Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation, and the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)~~

~~For purposes of real property transactions, negotiators may include members of the Board. (Government Code 54956.8)~~

~~Agenda items related to real property negotiations shall specify the district negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee~~

~~may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)~~

~~When the Board approves a final agreement concluding real estate negotiations pursuant to Government Code 54956.8, it shall report that approval and the substance of the agreement in open session at the public meeting during which the closed session is held. If final approval rests with the other party to the negotiations, the Superintendent or designee shall disclose the fact of that approval and the substance of the agreement upon inquiry by any person, as soon as the other party or its agent has informed the district of its approval. (Government Code 54957.1)~~

Anticipated Litigation/Initiation of ~~Pending~~ Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding **anticipated** ~~a pending~~ litigation **or whether to initiate litigation** when ~~a~~ discussion of **either** ~~the~~ matter in open session would prejudice the district's position **with respect to such** ~~in the~~ litigation. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered **to be "anticipated" when,** ~~"pending"~~ in ~~any of the following circumstances (Government Code 54956.9):~~

~~1. Litigation to which the district is a "party" has been initiated formally. (Government code 54956.9(a))~~

~~2.~~ ~~A point has been reached where, in~~ the Board's opinion based on the advice of **its** legal counsel regarding the ~~"~~existing facts and circumstances~~"~~, there is a "significant exposure to litigation~~"~~ against the district or **against a district officer or employee based on prior or prospective activities or alleged activities during and potentially during the course and scope of that office or employment.** ~~the Board is meeting solely to determine whether, based on existing facts or circumstances, a closed session is authorized~~ (Government Code 54956.9~~(b)(2), (3)~~)

Existing facts and circumstances ~~for these purposes~~ are limited to the following: (Government Code 54956.9)

~~a.~~ **1.** Facts and circumstances that might result in litigation against the district but which the district believes are not yet known to potential plaintiff**(**s**)** ~~and which do not need to be disclosed.~~

~~b.~~ **2.** Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against the district, which are already known to potential plaintiff(s)~~, and which must be publicly disclosed before the closed session or specified on the agenda.~~

~~c.~~ **3.** The receipt of a claim pursuant to the Government Claims Act or a written threat of litigation from a potential plaintiff~~. The claim or written communication must be available for public inspection.~~

(cf. 3320 - Claims and Actions Against the district)

~~d.~~ **4.** A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the Board~~.~~

~~e.~~ **5.** A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the Board, provided that the district official or employee receiving knowledge of the threat made a record of the statement before the meeting

Each agenda item related to anticipated litigation shall only contain one such matter. For an anticipated litigation item that is anticipated based on Items #2, #3, or #5 above, the agenda item shall also include the facts or circumstances that might result in litigation, the claim or written threat of litigation, or the record of the threat. However, the agenda item shall not identify the ~~and the record is available for public inspection. Such record does not need to identify an~~ alleged victim of **unlawful or** tortious sexual conduct or anyone making **the** ~~a~~ threat on **the alleged victim's** ~~their~~ behalf**,** or identify a~~n~~ **public** employee who is the alleged perpetrator of any unlawful or tortious conduct **upon which a threat of litigation is based**, unless the identity of the~~is~~ person has been publicly disclosed.

~~3. Based on existing facts and circumstances, the Board has decided to initiate or is deciding whether to initiate litigation.~~ (Government Code 54956.9 ~~(d)(4)~~)

~~Before holding a closed session pursuant to the pending litigation exception, the Board shall state on the agenda or publicly announce the subdivision of Government code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(d)(1), the Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize the district's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government code 54956.9)~~

Existing Litigation

Based on the advice of its legal counsel, the Board may hold a closed session to confer with or receive advice from its legal counsel regarding existing litigation when discussion of the matter in open session would prejudice the district's position with respect to such litigation. Litigation is considered to be "existing" when the district has been named a party to the litigation or a district officer or employee has been named a party to the litigation based on prior or prospective activities or alleged activities during the course and scope of that office or employment including litigation in which involves whether an activity is outside the course and scope of the office or employment. For this purpose, "litigation" means any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

~~Agenda items related to pending litigation shall be described as a conference with legal counsel regarding "Existing Litigation" or "Anticipated Litigation." (Government Code 54954.5)~~

~~"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties, or case or claim number, unless the Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5).~~

~~"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9 (d)(2) or (3) and shall specify the potential number of cases. When the district expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(d)(4) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information regarding existing facts and circumstances described in item #2 b-e above. (Government Code 54954.5)~~

~~Following the closed session, the Board shall publicly report, as applicable: (Government Code 54957.1)~~

~~1. Approval to legal counsel to defend, appeal or not appeal, or otherwise appear in litigation. This report shall identify the adverse parties, if known, and the substance of the litigation.~~
~~2. Approval to legal counsel to initiate or intervene in a lawsuit. This report shall state that directions to initiate or intervene in the action have been given and that the action, defendants, and other details will be disclosed to inquiring parties after the lawsuit is commenced unless doing so would jeopardize the district's ability to serve process on unserved parties or its ability to conclude existing settlement negotiations to its advantage.~~
~~3. Acceptance of a signed offer from the other party or parties which finalizes the settlement of pending litigation. This report shall state the substance of the agreement.~~
~~If approval is given to legal counsel to settle pending litigation but final approval rests with the other party or with the court, the district shall report the fact of approval and the substance of the agreement thereon to persons who inquire once the settlement is final. (Government Code 54957.1)~~

Tort, Public, or Workers' Compensation ~~JPA/Self-Insurance~~ Liability ~~Claims~~

The Board may meet in closed session to discuss a claim for the payment of tort liability losses, public liability losses, or workers' compensation liability incurred by a joint powers **agency** ~~authority~~ (JPA) formed for the purpose of insurance pooling or self-insurance authority of which **the district** ~~it~~ is a member. (Government code 54956.95)

~~Closed session agenda items related to liability claims shall specify the claimant's name and the name of the agency against which the claim is made. (Government Code 54954.5)~~

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)

Joint Powers Agency (JPA) Issues

When the board of the JPA has so authorized and upon advice of district legal counsel, the Board may meet in closed session in order to receive, discuss, and take action concerning information that has direct financial or liability implications for the district and that was obtained in a closed session of a JPA of which the district is a member. During the Board's closed session, a Board member serving on the JPA board may disclose confidential information acquired during a closed session of the JPA to fellow Board members. (Government Code 54956.96)

Review of Audit Report from California State Auditor's Office

Upon receipt of a confidential final draft audit report from the California State Auditor's Office and before the report has been made public, the Board may meet in closed session to discuss its response to that report. After public release of the report from the California State Auditor's Office, any Board meeting to discuss the report shall be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Review of Assessment Instruments

The Board may meet in closed session to review the contents of any student assessment instrument approved or adopted for the statewide testing system. Before any such meeting, the Board shall agree by resolution to accept any terms or conditions established by the State Board of Education for this review. (Education code 60617)

(cf. 6162.5 - Student Assessment)

~~Agenda items related to the review of student assessment instruments shall state that the Board is reviewing the contents of an assessment instrument approved or adopted for the statewide testing program~~

~~and that the Education Code 60617 authorizes a closed session for this purpose in order to maintain the confidentiality of the assessment under review.~~

Legal Reference:
EDUCATION CODE
35145 Public Meetings
35146 Closed session~~s~~ **regarding** **suspensions** ~~(re student suspension)~~
44929.21 Notice of reelection decision;
d~~D~~istricts with **250** ADA ~~of 250~~ or more
48912 Governing board suspension
48918 Rules governing expulsion procedures~~; hearings and notice~~
49070 Challenging student records
60617 Meetings of governing board
GOVERNMENT CODE
3540-3549.3 Educational Employment Relations Act
~~6250-6268 California Public Records Act~~
~~54950 Brown Act Meetings~~
54950-54963 The Ralph M. Brown Act
FEDERAL
20USC 1232g Family Education Rights and Privacy Act (FERPA) of 1974
COURT DECISIONS
Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68
Bell v. Vista Unified School District, (2001) 82 Cal.App. 4th 672
Fischer v. Los Angeles Unified School District, (1999) 70 Cal.App. 4th 87 Furtado
v. Sierra Community College District, (1998) 68 Cal. App. 4th 876
Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners, (2003) 107 Cal.App.4th 860 Roberts
v. City of Palmdale, (1993) 5 Cal.**App.**4th 363
Sacramento Newspaper Guild v. Sacramento County Board of Supervisors~~,~~ (1968) 263 Cal.App.2d 41 San
Diego Union v. City Council, (1983) 146 Cal.App.3d 947
ATTORNEY GENERAL OPINIONS
~~57 Ops. Cal. Atty. Gen. 209 (1974)~~
98 Ops.Cal.Atty.Gen. 41 (2015)
89 Ops.Cal.Atty.Gen. 110 (2006)
59 Ops.Cal.Atty.Gen. 532 (1976)
78 Ops.Cal.Atty.Gen. 218 (1995)
86 Ops.Cal.Atty.Gen. 210 (2003)
94 Ops.Cal.Atty.Gen. 82 (2011)

Management Resources:
CSBA PUBLICATIONS The Brown Act: School Boards and Open Meeting Laws, **rev.** 2019

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California revised: January 12, 2000
reviewed: February 13, 2003
revised: January 28, 2004
revised: August 9, 2023
revised: June __, 2024

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-44

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

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

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policy BP 5141.52

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for Board Policy BP 5141.52 Suicide Prevention.

The Board approved BP 5141.52 on April 24, 2024. However, feedback from the Federal Program Monitor (FPM) auditor requires additional changes for compliance.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy
Peach font – Subcommittee recommendation
Grey font – New Policy, CSBA recommended
Green font – Legally mandated/reference changes
Teal header – *New Policy, non-CSBA proposed
Blue font – Clarification or readability changes
~~Red strikeout~~ – Recommended deletion
Green font - CDE/FPM/Legal required change
Purple font - Information change
Blue font – Legal Counsel's recommendation

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

PREPARED BY: Rita Baharian

DIVISION: Diversity, Equity, & Inclusion
PHONE NUMBER: (559) 457-3471

CABINET APPROVAL: Dr. Carlos Castillo
Chief, Diversity, Equity, & Inclusion

Carlos Castillo (May 25, 2024 09:14 PDT)

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

DRAFT

Fresno Unified Board Policy (BP) 5141.52
Suicide Prevention

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. In an effort to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

Recognizing that it is the duty of the district and schools to protect the health, safety, and welfare of its students, this policy aims to safeguard students and staff against suicide attempts, deaths and other trauma associated with suicide, including ensuring adequate supports for students, staff, and families affected by suicide attempts and loss. As it is known that the emotional wellness of students greatly impacts school attendance and educational success, this policy shall be paired with other policies that support the emotional and behavioral wellness of students.

This policy is based on research and best practices in suicide prevention and has been adopted with the understanding that suicide prevention activities decrease suicide risk, increase help-seeking behavior, identify those at risk of suicide, and decrease suicidal behaviors. Empirical evidence refutes a common belief that talking about suicide can increase risk or "place the idea in someone's mind."

In an attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or Designee has developed strategies for suicide prevention, intervention, and postvention, and the identification of the mental health challenges frequently associated with suicidal thinking and behavior. These strategies shall include professional development for all school personnel in all job categories who regularly interact with students or are in a position to recognize the risk factors and warning signs of suicide, including substitute teachers, volunteers, expanded learning staff (afterschool) and other individuals in regular contact with students such as crossing guards, tutors, and coaches.

The Superintendent or Designee has developed and implemented preventive strategies and intervention procedures that include the following:

Overall Strategic Plan for Suicide Prevention

The governing board which serves pupils in grades 7 to 12, inclusive, shall, before the beginning of the 2017– 18 school year, adopt, at a regularly scheduled meeting, a policy on pupil suicide prevention in grades 7 to 12, inclusive. The policy has been developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals, such as school counselors, school psychologists, school social workers, and school nurses; and suicide prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and has at a minimum, addressed procedures relating to suicide prevention, intervention, and postvention. The Superintendent or designee has also collaborated with Fresno County Department of Behavioral Health, Fresno County Superintendent of Schools, and/or city governments in an effort to align district policy with any existing community suicide prevention plans. (Education Code Section 215(a)(1))

The district's policy on pupil suicide prevention in grades 7-12, inclusive, is readily accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils. (Education Code Section 234.6(b)(1)

The governing board which serves pupils in kindergarten and grades 1 to 6, inclusive, has, before the beginning

of the 2020-21 school year, adopted, at a regularly scheduled meeting, a policy on pupil suicide prevention in kindergarten and grades 1 to 6 inclusive. The policy has been developed in consultation with school and community stakeholders, such as administrators, other staff, parents/guardians, and students; the county mental health plan, school-employed mental health professional, such as school counselors, school psychologists, school social workers, and school nurses; and suicide prevention experts such as local health agencies, mental health professionals, community organizations and law enforcement; and has at a minimum, addressed procedures related to suicide prevention, intervention, and postvention. (Education Code Section 215(a)(2)(A))

The policy for pupils in kindergarten and grades 1 to 6, inclusive, has been written to ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a pupil who is a Medi-Cal beneficiary. (Education Code Section 215(a)(2)(C))
The district's policy on pupil suicide prevention in kindergarten and grades 1 to 6, inclusive, is accessible in a prominent location on the district's existing internet website in a manner that is easily accessible to parents/guardians and pupils and include a reference to the age appropriateness of the policy (Education Code Section 234.6(b)(2))

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the district shall appoint an individual (or team) to serve as the suicide prevention point of contact for the district. In addition, each school shall identify at least one staff member to serve as the liaison to the district's suicide prevention point of contact, and coordinate and implement suicide prevention activities on their specific campus. This policy shall be reviewed and revised as indicated, at least annually, in conjunction with the previously mentioned community stakeholders.

Resources:

- The K–12 Toolkit for Mental Health Promotion and Suicide Prevention has been created to help schools comply with and implement AB 2246, the Pupil Suicide Prevention Policies. The Toolkit includes resources for schools as they promote youth mental wellness, intervene in a mental health crisis, and support members of a school community after the loss of someone to suicide.

Additional information about this Toolkit for schools can be accessed on the Heard Alliance Web site at http://www.heardalliance.org/.

Prevention

A. Messaging about Suicide Prevention

Messaging about suicide has an effect on suicidal thinking and behaviors. Consequently, Fresno Unified along with its partners has critically reviewed and will continue to review all materials and resources used in awareness efforts to ensure they align with best practices for safe messaging about suicide.

Resources:

- For information on public messaging on suicide prevention, see the National Action Alliance for Suicide Prevention Web site at http://suicidepreventionmessaging.actionallianceforsuicideprevention.org/
- For information on engaging the media regarding suicide prevention, see the Your Voice Counts Web page at http://resource-center.yourvoicecounts.org/content/making-headlines-guide-engaging-media-suicide-prevention-california
- For information on how to use social media for suicide prevention, see the Your Voice Counts Web page at http://resource-center.yourvoicecounts.org/content/how-use-social-media

Suicide Prevention Training and Education

The Fresno Unified School District along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Training shall be provided for all school staff members and other adults on campus (including substitutes and intermittent staff, volunteers, interns, tutors, coaches, and expanded learning [afterschool] staff).

Training:

- At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
- All suicide prevention trainings shall be offered under the direction of school-employed mental health professionals (e.g., school counselors, psychologists, or social workers) who have received advanced training specific to suicide and may benefit from collaboration with one or more county and/or community mental health agencies. Staff training can be adjusted year-to-year based on previous professional development activities and emerging best practices. (Education Code Section 215(a)(4))
- At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment. Previously employed staff members shall attend a minimum of one-hour general suicide prevention training utilizing Signs of Suicide. Core components of the general suicide prevention training shall include:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
  - Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
  - Emphasis on reducing stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
  - Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death.

- In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff should include the following components:
  - The impact of traumatic stress on emotional and mental health;
  - Common misconceptions about suicide;
  - School and community suicide prevention resources;
  - Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
  - The factors associated with suicide (risk factors, warning signs, protective factors);
  - How to identify youth who may be at risk of suicide;
  - Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on district guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on district guidelines;
  - District-approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
  - District-approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);

- Responding after a suicide occurs (suicide postvention);
- Resources regarding youth suicide prevention;
- Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
- Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

- The professional development also shall include additional information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
  - Youth affected by suicide;
  - Youth with a history of suicide ideation or attempts;
  - Youth with disabilities, mental illness, or substance abuse disorders;
  - Lesbian, gay, bisexual, transgender, or questioning youth;
  - Youth experiencing homelessness or in out-of-home settings, such as foster care;
  - Youth who have suffered traumatic experiences;

Resources:

- Youth Mental Health First Aid (YMHFA) teaches a 5-step action plan to offer initial help to young people showing signs of a mental illness or in a crisis, and connect them with the appropriate professional, peer, social, or self-help care. YMHFA is an 8-hour interactive training for youth-serving adults without a mental health background. See the Mental Health First Aid Web page at https://www.mentalhealthfirstaid.org/cs/take-a-course/course-types/youth/
- Free YMHFA Training is available on the CDE Mental Health Web page at http://www.cde.ca.gov/ls/cg/mh/projectcalwell.asp
- Question, Persuade, and Refer (QPR) is a gatekeeper training that can be taught online. Just as people trained in cardiopulmonary resuscitation (CPR) and the Heimlich Maneuver help save thousands of lives each year, people trained in QPR learn how to recognize the warning signs of a suicide crisis and how to question, persuade, and refer someone to help. See the QPR Web site at http://www.qprinstitute.com/
- SafeTALK is a half-day alertness training that prepares anyone over the age of fifteen, regardless of prior experience or training, to become a suicide-alert helper. See the LivingWorks Web page at https://www.livingworks.net/safetalk/
- Kognito At-Risk is an evidence-based series of three online interactive professional development modules designed for use by individuals, schools, districts, and statewide agencies. It includes tools and templates to ensure that the program is easy to disseminate and measures success at the elementary, middle, and high school levels. See the Kognito Web page at https://www.kognito.com/products/pk12/
- Signs of Suicide (SOS) for school staff uses video and interactive tools to teach adults how to recognize warning signs and risk factors for suicide, engage in appropriate caring conversations, and keep a student safe while connecting them to qualified school staff. See at the Web site https://www.mindwise.org/sos-for-school-staff/

Employee Qualifications and Scope of Services

The policy shall be written to ensure that school employees act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code Section 215(a)(5))

Specialized Staff Training (Assessment)

Additional professional development in suicide risk assessment and crisis intervention shall be provided to mental

health professionals (school counselors, psychologists, social workers, and nurses) employed by ~~the~~ Fresno Unified School District.

Resources:

- Assessing and Managing Suicide Risk (AMSR) is a one-day training workshop for behavioral health professionals based on the latest research and designed to help participants provide safer suicide care. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/training-events/amsr
- Applied Suicide Intervention Skills Training (ASIST) is a two-day interactive workshop in suicide first aid. ASIST teaches participants to recognize when someone may have thoughts of suicide and work with them to create a plan that will support their immediate safety. See the LivingWorks Web page at https://www.livingworks.net/asist/

Parents, Guardians, and Caregivers Participation and Education

- To the extent possible, parents/guardians/caregivers should be included in all suicide prevention efforts. At a minimum, schools shall share with parents/guardians/caregivers the Fresno Unified School District suicide prevention policy and procedures.
- This suicide prevention policy shall be prominently displayed on the Fresno Unified Web page and included in the parent handbook.
- Parents/guardians/caregivers should be invited to provide input on the development and implementation of this policy.
- All parents/guardians/caregivers should have access to suicide prevention training that addresses the following:
  - Suicide risk factors, warning signs, and protective factors;
  - How to talk with a student about thoughts of suicide;
  - How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Resources:

- Parents as Partners: A Suicide Prevention Guide for Parents is a booklet that contains useful information for parents/guardians/caregivers who are concerned that their children may be at risk for suicide. It is available from Suicide Awareness Voices of Education (SAVE). See the SAVE Web page at https://www.save.org/product/parents-as-partners/

Student Participation and Education

Fresno Unified School District along with its partners has carefully reviewed available student curricula to ensure it promotes the mental health model of suicide prevention and does not encourage the use of the stress model to explain suicide.

Under the supervision of school-employed mental health professionals, and following consultation with county and community mental health agencies, students shall:

- Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress;
- Receive developmentally appropriate guidance regarding the district's suicide prevention, intervention, and referral procedures.
- The content of the education shall include:
  - Coping strategies for dealing with stress and trauma;
  - How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others;
  - Help-seeking strategies for oneself and others, including how to engage school-based and community

resources and refer peers for help;
- Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

Student-focused suicide prevention education can be incorporated into classroom curricula (e.g., health classes, freshman orientation classes, science, and physical education).

The Fresno Unified School District has supported the creation and implementation of programs and/or activities on campus that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Weeks, Peer Counseling Programs, Freshman Success Programs, and National Alliance on Mental Illness on Campus High School Clubs).

Resources:

- More Than Sad is school-ready and evidence-based training material, listed on the national Suicide Prevention Resource Center's best practices list, specifically designed for teen-level suicide prevention. See the American Foundation for Suicide Prevention Web page at https://afsp.org/our-work/education/more-than-sad/
- Break Free from Depression (BFFD) is a 4-module curriculum focused on increasing awareness about adolescent depression and designed for use in high school classrooms. See the Boston Children's Hospital Web page at http://www.childrenshospital.org/breakfree
- Coping and Support Training (CAST) is an evidence-based life-skills training and social support program to help at-risk youth. See the Reconnecting Youth Inc. Web page at http://www.reconnectingyouth.com/programs/cast/
- Students Mobilizing Awareness and Reducing Tragedies (SMART) is a program comprised of student-led groups in high schools designed to give students the freedom to implement a suicide prevention on their campus that best fits their school's needs. See the SAVE Web page at https://www.save.org/what-we- do/education/smart-schools-program-2/
- Linking Education and Awareness for Depression and Suicide (LEADS) for Youth is a school-based suicide prevention curriculum designed for high schools and educators that links depression awareness and secondary suicide prevention. LEADS for Youth is an informative and interactive opportunity for students and teachers to increase knowledge and awareness of depression and suicide. See the SAVE Web page at https://www.save.org/what-we-do/education/leads-for-youth-program/
- Signs of Suicide (SOS) is an evidence-based youth suicide prevention program that has demonstrated an improvement in students' knowledge and adaptive attitudes about suicide risk and depression. SOS teaches students how to identify signs of depression and suicide in themselves and their peers, while providing materials that train school professionals, parents, and communities to recognize at-risk students and take appropriate action. https://www.mindwise.org/sos-signs-of-suicide/

The policy for students in grades K-6, inclusive, is age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code Section 215(a)(2)(B))

Resources:

Universal, classroom-based, social-emotional learning curriculum for Kindergarten-8 that nurtures children's social-emotional competence and foundational learning skills The Second Step Program teaches skills for learning, self-regulation, empathy, emotion management, friendship, and interpersonal problem solving. https://www.secondstep.org/elementary-school-curriculum

Intervention, Assessment, Referral

- Staff

A Fresno Unified School Mental Health Team Member who has received advanced training in suicide intervention shall be designated as the suicide prevention liaison. Whenever a staff member suspects or has knowledge of a

student's suicidal intentions, they shall promptly notify the School Mental Health Team Member. If this member is unavailable, the staff shall promptly notify the SPED department. The principal, another school administrator, school counselor, school psychologist, social worker, or nurse shall then notify, if appropriate and in the best interest of the student, the student's parents/guardians/caregivers as soon as possible and shall refer the student to mental health resources in the school or community. Determination of notification to parents/guardians/caregivers should follow a formal initial assessment to ensure that the student is not endangered by parental notification.

If the student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

- Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the site administrator who will notify the School Mental Health Team.
- Students experiencing suicidal ideation shall not be left unsupervised.
- A referral process should be prominently disseminated to all staff members, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.
- The Superintendent or Designee shall establish crisis intervention procedures to ensure student safety and appropriate communications if a suicide occurs or an attempt is made by a student or adult on campus or at a school-sponsored activity.
- If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the Superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code 215

Parents, Guardians, and Caregivers

A referral process should be prominently disseminated to all parents/guardians/caregivers, so they know how to respond to a crisis and are knowledgeable about the school and community-based resources.

Students

Students shall be encouraged to notify a staff member when they are experiencing emotional distress or suicidal ideation, or when they suspect or have knowledge of another student's emotional distress, suicidal ideation, or attempt. The crisis intervention procedures are as follows:

Respond Immediately

A. Report concerns of suicidal thoughts or behaviors to the site administrator immediately. A district employed School Mental Health Team Member who is assigned to serve at the school site and is certified in FUSD approved suicide assessment tools and intervention will be contacted. Only district employed mental health professionals trained in the district approved suicide risk assessment tool (C-SSRS) can complete a suicide risk assessment. For an overview of this process, see Appendix – Site Crisis Decision Tree

B. Supervise the student at all times. Ensure that students sent to the office for assessment are always accompanied by a staff member.

C. If the student has made a suicide attempt at school that requires immediate medical attention, call 911 and contact the site designated Health Services staff member as soon as possible. The Site Mental Health Team will determine whether the student is able to participate in a suicide risk assessment and proceed with the steps below.

Assess for Suicide Risk

A. Gather information: The administrator should gather essential background information that will help with assessing the student's risk for suicide (i.e. student's actions or words that led to the concern, copies of any concerning writings, drawings, text messages, or social media).

B. Complete C-SSRS: The designated School Mental Health Team member will meet with the student to complete

the C-SSRS. Based on the information gathered, the assessing party will collaborate with at least one other designated School Mental Health Team member to identify the level of risk as determined by responses to the C-SSRS and develop a plan of action.

Parental Notification and Involvement

Fresno Unified School District shall identify a process to ensure continuing care for the student identified to be at risk of suicide. The following steps should be followed to ensure continuity of care:

- After a referral is made for a student, school staff shall verify with the parent/guardian/caregiver that follow- up treatment has been accessed. Parents/guardians/caregivers will be required to provide documentation of care for the student.
- If parents/guardians/caregivers refuse or neglect to access treatment for a student who has been identified to be at-risk for suicide or in emotional distress, the suicide point of contact (or other appropriate school staff member) will meet with the parents/guardians/caregivers to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build understanding of the importance of care. If follow-up care for the student is still not provided, school staff should consider contacting Fresno County Child Protective Services (CPS) to report abuse/neglect of the youth: (559) 600-6400, Fax (559) 266-2463

Action Plan for In-School Suicide Attempts

If a suicide attempt is made during the school day on campus, it is important to remember that the health and safety of the student and those around them is critical. The following steps should be implemented:

- Remain calm, remember the student is overwhelmed, confused, and emotionally distressed;
- Move all other students out of the immediate area;
- Immediately contact the administrator or School Mental Health Team;
- Call 911 and give them as much information about any suicide note, medications taken, and access to weapons, if applicable;
- If needed, provide medical first aid until a medical professional is available;
- Parents/guardians/caregivers should be contacted as soon as possible;
- Do not send the student away or leave them alone, even if they need to go to the restroom;
- Listen and prompt the student to talk;
- Review options and resources of people who can help;
- Be comfortable with moments of silence as you and the student will need time to process the situation;
- Provide comfort to the student;
- Promise privacy and help, and be respectful, but do not promise confidentiality;
- Student should only be released to parents/guardians/caregivers or to a person who is qualified and trained to provide help.

Action Plan for Out-of-School Suicide Attempts

If a suicide attempt by a student is outside of Fresno Unified School property, it is crucial that the LEA protects the privacy of the student and maintain a confidential record of the actions taken to intervene, support, and protect the student. The following steps should be implemented:

- Contact the parents/guardians/caregivers and offer support to the family;
- Discuss with the family how they would like the school to respond to the attempt while minimizing widespread rumors among teachers, staff, and students;
- Obtain permission from the parents/guardians/caregivers to share information to ensure the facts regarding the crisis is correct;
- Designate a staff member to handle media requests;
- Provide care and determine appropriate support to affected students;
- Offer to the student and parents/guardians/caregivers steps for re-integration to school.

Supporting Students after a Mental Health Crisis

It is crucial that careful steps are taken to help provide the mental health support for the student and to monitor their actions for any signs of suicide. The following steps should be implemented after the crisis has happened:

- Treat every threat with seriousness and approach with a calm manner; make the student a priority;
- Listen actively and non-judgmental to the student. Let the student express his or her feelings;
- Acknowledge the feelings and do not argue with the student;
- Offer hope and let the student know they are safe and that help is provided. Do not promise confidentiality or cause stress;
- Explain calmly and get the student to a trained professional, guidance counselor, or designated staff to further support the student;
- Keep close contact with the parents/guardians/caregivers and mental health professionals working with the student.

Re-Entry to School After a Suicide Attempt

A student who threatened or attempted suicide is at a higher risk for suicide in the months following the crisis. Having a streamlined and well planned re-entry process ensures the safety and wellbeing of students who have previously attempted suicide and reduces the risk of another attempt. An appropriate re-entry process is an important component of suicide prevention. Involving students in planning for their return to school provides them with a sense of control, personal responsibility, and empowerment.

The following steps shall be implemented upon re-entry:

- Obtain a written release of information signed by parents/guardians/caregivers and providers;
- Confer with student and parents/guardians/caregivers about any specific requests on how to handle the situation;
- Inform the student's teachers about possible days of absences;
- Allow accommodations for student to make up work (be understanding that missed assignments may add stress to student);
- Mental health professionals or trusted staff members should maintain ongoing contact to monitor student's actions and mood;
- Work with parents/guardians/caregivers to involve the student in an aftercare plan.

Resources:

- The School Reentry for a Student Who Has Attempted Suicide or Made Serious Suicidal Threats is a guide that will assist in school re-entry for students after an attempted suicide. See the Mental Health Recovery Services Resource Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on students and staff. Therefore, it is vital that we are prepared ahead of time in the event of such a tragedy. The District crisis response team for the Fresno Unified School District shall ensure an action plan for responding to a suicide death as part of the general Crisis Response Plan. The Suicide Death Response Action Plan (Suicide Postvention Response Plan) needs to incorporate both immediate and long-term steps and objectives.

Suicide Postvention Response Plan shall:

- Identify a staff member to confirm death and cause (school site administrator);
- Identify a staff member to contact deceased's family (within 24 hours);
- Enact the Suicide Postvention Response Plan, include an initial meeting of the district/school Suicide

Postvention Response Team;

- Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
- Coordinate an all-staff meeting, to include:
  - Notification (if not already conducted) to staff about suicide death;
  - Emotional support and resources available to staff;
  - Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
  - Share information that is relevant and that which you have permission to disclose.
- Prepare staff to respond to needs of students regarding the following:
  - Review of protocols for referring students for support/assessment;
  - Talking points for staff to notify students;
  - Resources available to students (on and off campus).
- Identify students significantly affected by suicide death and other students at risk of imitative behavior;
  - Identify students affected by suicide death but not at risk of imitative behavior;
  - Communicate with the larger school community about the suicide death;
  - Consider funeral arrangements for family and school community;
  - Respond to memorial requests in respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
  - Identify media spokesperson skilled to cover story without the use of explicit, graphic, or dramatic content (go to the Reporting on Suicide.org website at www.reportingonsuicide.org). Research has proven that sensationalized media coverage can lead to contagious suicidal behaviors.
  - Utilize and respond to social media outlets:
    - ✓ Identify what platforms students are using to respond to suicide death
    - ✓ Identify/train staff and students to monitor social media outlets
- Include long-term suicide postvention responses:
  - Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant event) and how these will be addressed
  - Support siblings, close friends, teachers, and/or students of deceased
  - Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide

Resources:

- After a Suicide: A Toolkit for School is a comprehensive guide that will assist schools on what to do if a suicide death takes place in the school community. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/comprehensive-approach/postvention
- Help & Hope for Survivors of Suicide Loss is a guide to help those during the bereavement process and who were greatly affected by the death of a suicide. See the Suicide Prevention Resource Center Web page at http://www.sprc.org/resources-programs/help-hope-survivors-suicide-loss
- For additional information on suicide prevention, intervention, and postvention, see the Mental Health Recovery Services Model Protocol Web page at http://www.mhrsonline.org/resources/suicide%5Cattempted_suicide_resources_for_schools-9/
- Information on school climate and school safety is available on the CDE Safe Schools Planning Web page at http://www.cde.ca.gov/ls/ss/vp/safeschlplanning.asp
- Additional resources regarding student mental health needs can be found in the SSPI letter Responding to Student Mental Health Needs in School Safety Planning at http://www.cde.ca.gov/nr/el/le/yr22ltr0214.asp

Commencing July 1, 2019, students grades 7 to 12, shall have printed on an issued student identification card the National Suicide Prevention Lifeline telephone number (1-800-273-8255) and may also include the Crisis Text Line (text HOME to 741741), and/or a local suicide prevention hotline telephone number.

(Education Code Section 215.5(a)(1))

Commencing October 1, 2020, students grades 7 to 12, shall have printed on an issued student identification card the number for the National Domestic Violence Hotline: 1-800-799-7233. (Education Code Section 215.5(a)(2))

The governing board which serves pupils in kindergarten and grades 1 to 12, inclusive, shall, review, and update as necessary, this policy at least every five years. (Education Code 215(a)(6)(b-c))

The Superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code 234.6)

Suicide Prevention K- 6

The Governing Board knows that suicide is a tragedy that affects young people, families and communities. All adults can help stop suicide. Adults at the school who speak with kids may be a big help to kids when they are having thoughts about dying.

The district will talk with parents, experts, and read the county mental health plan to learn more about the type of help kids need. If a K-6 kid who has Medi-Cal benefits needs help, the district will work with the county mental health plan. The district will also make sure it knows what other people in the community are doing to help kids.

Teachers and other adults at school will learn about suicide awareness and prevention.

The Superintendent or Designee has developed a plan that include the following:

Overall Plan for Suicide Prevention

The district will talk with parents, experts, and read the county mental health plan to learn more about what help kids need. Science shows talking about the prevention of suicide works to prevent attempts.

A specific person at the district and each school will be in charge of making sure the plan is happening.

Prevention

A. Messaging about Suicide Prevention

Talking about suicide works to prevent the number of attempts. The district will check with experts to make sure they use the best information.

B. Training:

Teachers and other adults will learn about suicide awareness and prevention. Training:

- **Once a year adults will be taught how to notice if kids are thinking about suicide.**
- **Adults at school will learn about**
- **What to look for;**
- **How to talk with kids about suicide;**
- **Who to call when someone is thinking about suicide;**
- **Information about the feelings of kids at school.**
- **The plan to help kids, staff, and others deal with their feelings when a suicide or suicide attempt occurs;**
- **How to look for patterns in data from surveys and other places.**
- **The district will do its best to help kids who are at higher risk of suicide.**

Kids who might be at higher risk are kids who know someone who died by suicide; kids with disabilities; kids with mental illness; kids who use drugs or alcohol; kids who are homelessness or who are in foster care; and kids who are lesbian, gay, bisexual, transgender, or questioning youth. The people who do the work will be experts. People who work for the district will only do the jobs they are allowed to do. People who work for the district should not try to detect or treat mental illness unless they have been trained how. There will be some people specially trained to help kids that are thinking about suicide.

D. Training for experts

The experts will have lessons on how to better help kids who are thinking of suicide. The district will do its best to help kids who are at higher risk of suicide. Kids who might be at higher risk are kids who know someone who died of suicide; kids with disabilities; kids with mental illness; kids who use drugs or alcohol; kids who are homelessness or who are in foster care; and kids who are lesbian, gay, bisexual, transgender, or questioning youth.

E. Parents, Guardians, and Caregivers Sharing and Learning

The district will give families information on the different reasons why kids might think of suicide. The district will also give families ideas on ways to help kids. The signs of suicide will also be shared with families. The district will make sure families know how concerning the problem of suicide is. The district will also tell families about what the district is doing to help. The district will remind families to talk to people at the school if they think they know a kid who might be thinking of suicide. The district will share with them who else might be able to help.

F. Kids Sharing and Learning

- **The schools will use Social Emotional Learning lessons to teach kids about their feelings and how to ask for help when they need it.**
- **The schools will use Positive Behavior Intervention Systems (PBIS) to create positive and welcoming schools and provide supports to all kids (including activities and other ways to make kids feel like a part of the school and know that teachers and others at school care for them and want them to do well.**
- **The school will teach kids how to deal with upsetting situations. This will also include lessons on how to stay calm and manage big feelings even when things go wrong. Finally, kids will be taught the warning signs of what to look for when others are thinking about.**
- **The schools will use a Multi-Tiered System of Support (MTSS) to find out which kids need more support and give it to those kids that need it.**
- **The schools encourage kids to tell teachers and other adults when they are thinking of suicide or when they think another kid might be thinking of suicide.**
- **The school will help kids when they tell someone they are thinking of suicide or try to die by suicide.**

Intervention, Assessment, Referral

A wellness worker or administrator will be called if any adult thinks a kid might be thinking of suicide. They will help.

A. Parents, Guardians, and Caregivers

Information for families will be shared so they know what to do and where to go for help.

B. Kids

Kids should tell teachers and other adults when they are thinking of suicide or when they think another kid might be thinking of suicide

C. Parent Notification and Involvement

The school will check with families to make sure any kid who was thinking of suicide is continuing to get help.

If families do not get help, then the school will call to see if they can do anything to help. If the families still do not get help for their kid who is at risk for suicide, the Child Protective Services will be called.

Action Plan for In-School Suicide Attempts

If a suicide is tried at school here are things the adults will do:

- **Stay with the kid;**
- **Remain calm;**
- **Move all other kids out of the area;**
- **Contact the principal or wellness worker;**
- **Call 911 and give them as much information as they you know;**
- **Do what you can to help the kid;**
- **Call the family;**
- **Listen and talk with the kid;**
- **Let them know there is help;**
- **Be ok if the kid doesn't want to talk;**
- **Be patient with the kid;**
- **Let the kid know you will not tell everyone. Just the people who can help will be told;**
- **If appropriate, let the kid go home with the parents or another person specially trained.**

D. What will happen when a suicide attempt is made away from school If a suicide is tried away from school, here are things the adults will do:

- **Call the family;**
- **Talk to the family about how the school can help;**
- **Get permission from the family to share information with the people at school who can help;**
- **Pick an adult to be the one who talks to the adults outside of school who are helping**
- **Work with the family to make a plan to help the kid with their problems;**
- **Work with family to bring the kid back to school when it is appropriate.**

E. Supporting after a Mental Health Crisis

After the crisis has happened adults will:

- **Treat suicide seriously and stay calm;**
- **Listen to the kid;**
- **Not argue with the s kid;**
- **Offer hope and let the kid know they are safe, and help is coming;**
- **Get the kid help;**
- **Keep talking to people who care for the kid.**

F. Coming back to School After a Suicide Attempt

When a kid comes back after they say they are going to try suicide the adults will:

- **Get permission from family to share information with the people at school who can help;**
- **Ask the kid and family if there is anything the school can do to make coming back to school easier;**
- **Let the teachers know if the kid will miss any days;**
- **Let the kid make up any schoolwork;**
- **Keep talking to the kid to make sure they are feeling better;**
- **Work with the family and kid to keep getting help.**

G. Responding After a Suicide Death

If a kid or adult dies by suicide, the adults at the school will:

- **Make sure it is true and not a rumor before responding;**
- **Call the family;**
- **Have a meeting of the adults chosen to respond;**
- **Talk to all the people who work at the school;**
- **Talk to the kids**
- **who knew the kid or adult.**

- **Share things that will help kids feel better.**
- **Make sure others get help if they are thinking of doing the same thing.**

The governing board who serves kids in kindergarten and grades 1 to 12, will review, and update as necessary, this policy at least every five years. (Education Code 215(a)(6)(b-c))

The Superintendent or designee will post this policy on the district's web site, in a location that is easy for parents/guardians and kids to find. (Education Code 234.6)

Resources:

Teaching people to help kids thinking of suicide
https://www.livingworks.net/asist/
- **Classroom lessons for K-8 kids**

https://www.secondstep.org/elementary-school-curriculum

Legal Reference:
EDUCATION CODE
215 Student suicide prevention policies
215.5 Suicide prevention hotline contact information on student identification cards
216 Suicide prevention online training programs
234.6 Posting suicide prevention policy on web site
32280-32289.5 Comprehensive safety plan
49060-49079 Student records
49602 Confidentiality of student information
49604 Suicide prevention training for school counselors
GOVERNMENT CODE
810-996.6 Government Claims Act
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
5698 Emotionally disturbed youth; legislative intent
5850-5886 Children's Mental Health Services Act
COURT DECISIONS
Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008
Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2019
CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS
School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009
NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS
Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS
National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012
Preventing Suicide: A Toolkit for High Schools, 2012
WEB SITES
American Association of Suicidology: http://www.suicidology.org
American Foundation for Suicide Prevention: http://afsp.org
American Psychological Association: http://www.apa.org
American School Counselor Association: http://www.schoolcounselor.org
California Department of Education, Mental Health: http://www.cde.ca.gov/ls/cg/mh
California Department of Health Care Services, Suicide Prevention Program: http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx
Centers for Disease Control and Prevention, Mental Health: http://www.cdc.gov/mentalhealth
National Association of School Psychologists: http://www.nasponline.org
National Institute for Mental Health: http://www.nimh.nih.gov
Trevor Project: http://thetrevorproject.org
U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration: http://www.samhsa.gov

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: May 31, 2017 Fresno, California
revised: March 6, 2019
revised: December 18, 2019
revised: June 17, 2020
revised: March 16, 2022
revised: June 15, 2022
revised: September 24, 2022
revised: February 21, 2024
revised: April 24, 2024
revised: June 20, 2024

Policy Section: 5000 Student

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-45

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

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

TITLE AND SUBJECT: Approve Proposed Revisions for Board Policy 7310

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for Board Policy 7310, Naming of Facility. These revisions meet the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy
Peach font – Subcommittee recommendation
Grey font – New Policy, CSBA recommended
Green font – Legally mandated/reference changes
Teal header – *New Policy, non-CSBA proposed
Blue font – Clarification or readability changes
~~Red strikeout~~ – Recommended deletion
Green font – CDE/FPM/Legal required change
Purple font – Information change
Blue font – Legal Counsel's recommendation

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

PREPARED BY: Ambra O'Connor

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

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

DRAFT

Fresno Unified Board Policy (BP) 7310
Naming/Renaming of Facility

The Governing Board shall name district schools and other district-owned or leased buildings, grounds, venues and ~~or individual~~ facilities in recognition of:

1. Individuals, living or deceased, and entities that ~~who~~ have made outstanding contributions to the region, county or school community
2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance
3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names.

Community members and/or students interested in proposing a name for a school or district facility, shall gather signatures and present a naming/renaming petition to the Area Trustee in which the building, grounds, or facilities are located. All signatories shall be constituents of the Trustee Area and shall list their name and address. The petition shall include a minimum of 250 signatures.

Upon receipt of the naming/renaming petition, the Area Trustee shall provide a copy to the Superintendent or designee. The Communications office will conduct a survey of staff and/or students/families. The survey will be provided in all threshold languages and participants will have 30 days to complete the survey.

Upon completion of the survey, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input **for the Board's consideration**.

The Board reserves the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any criminal or unlawful acts that might bring the district into disrepute. **The Board also reserves the authority to reject a naming request that violates the district's Nondiscrimination policies.**

Cf. 0410
Cf. 0411
Cf…….

Legal Reference:
EDUCATION CODE
35160 Authority of governing boards

Policy FRESNO UNIFIED SCHOOL DISTRICT
adopted: March 26, 1992 Fresno, California
revised: August 24, 1995
reviewed: July 31, 2001
revised: January 27, 2010
revised: _____, 2024

Policy Section: 7000 Facilities

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-46

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

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

TITLE AND SUBJECT: Ratify Agreement with Mark T. Harris

ITEM DESCRIPTION: Included in the Board binders is a request to ratify an agreement with Mark T. Harris to provide services to the Bullard High School Social Justice Project for Black Student Union (BSU) students in the 2023/24 academic year.

The A4 Office was awarded a Provident National Corporation (PNC) Foundation Grant, which was used to provide 22 BSU students at Bullard with an opportunity to participate in a Reparations Project with Mark T. Harris.

UC Merced Professors Mark T. Harris, Dr. Mari Harris, and classroom teacher JJ Johnstone led eight seminar sessions and involved collaboration with 12 UC Merced student mentors. He covered social justice, student expression, and cultural competency themes. Students were assigned "The Black Reparations Project" textbook, presented chapters in groups, analyzed current events, and met bi-monthly with UC Merced mentors as needed.

Furthermore, students analyzed the California Reparations Task Force's executive summary and attended lectures by Attorney Donald Tamaki and Civil Rights Attorney Benjamin Crump. They also followed 14 reparations-related bills, culminating in an analysis activity at Sacramento Charter High School, a celebratory luncheon, and a visit to "Underground Books" to select books for their personal libraries.

FINANCIAL SUMMARY: Sufficient funds in the amount of $28,014 are available in the A4 grant budget.

PREPARED BY: Pat Riddlesprigger

DIVISION: Diversity, Equity, and Inclusion
PHONE NUMBER: (559) 457-3756

CABINET APPROVAL: Carlos Castillo, Ed.D.,
Chief of Diversity, Equity, and Inclusion

Carlos Castillo (Jun 11, 2024 09:21 PDT)

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Contract Routing Form

Routing Contract Status: FINAL

Please review the attached document linked below. Apply your approval to continue routing by scrolling down to your signature line.

Budget Manager Signed FINAL this must be cleared if you are trying to re-route a corrected version

20240620-A-Ratify-Mark T. Harris Agreement BACKUP MATERIAL.pdf 582.02KB

Contract Attachments Exhibits/Appendices/Quotes etc.

BULLARD HS REPARATIONS SEMINAR 2023-2024.pdf 116.26KB

Agenda Item Required for Amendments or items that have already been board approved and need signatures.

Original Agreement Required for Amendments

VENDOR INFORMATION (as found in AMS)

Mark T Harris

Vendor Contact Primary/Signature Authority
Mark T Harris

Vendor Email ucmercedlaw@gmail.com

SCHOOL SITE/DEPARTMENT INFORMATION

Site/Department African American Academic Acce

Site Contact Email Gloria.Jenkins@fresnounified.org

Site Contact Phone (559) 457-3728

CONTRACT DETAILS

Contract Total $ 28,014.00

Amount is: Authorized as Not to Exceed

Contract Start Date 2/14/2024

Contract End Date 4/27/2024

Summarized Services to be provided For services to be provided, keep the description simple and clear. This description will appear on the matrix for Board of Education approval. (Maximum of 200 characters)

Beyond theoretical discussions, the seminar incorporated practical exercises Drs. Harris guided the students through intended to foster self-confidence through academic rigor.

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

6/20/2024

Contract Issued to Mark T Harris

Routing Approvals

Review Instructions:

- Approval: apply signature and click submit button on bottom of this page
- Rejection: change phase from FINAL to DRAFT and click reject button on bottom of this page. Apply comments so that the initiator/requestor will know what may need to me modified, or why this contract is rejected.

Contract Phase FINAL

Rejecting back for corrections. Must choose at least one option to hide signature field

- [ ] Missing budget manager signature
- [ ] Missing vendor signature
- [ ] Missing vendor acknowledgement missing on #5
- [ ] Missing vendor acknowledgement missing on 6, 7, 8
- [ ] Missing metrics on AROI
- [ ] Need more details on Scope of Work

Department Leader Lisa.Mitchell@fresnounified.org

Department Leader Signature Dept. Leader Approval

Lisa Mitchell

Lisa Mitchell | 6/13/2024 6/13/2024 10:10:42 AM | | IP Address:

Cabinet Level Officer Chief Equity & Access

Cabinet Level Officer * Cabinet Approval

Carlos Castillo

Carlos Castillo | 6/13/2024 | 6/13/2024 11:20:10 AM | IP Address:

Stacey Sandoval, *Executive Director Risk Management* 6/13/2024

Patrick Jensen, *Chief Financial Officer* _____

Reviewer/Approver: Use the comments box below to provide feedback or request changes to be made. The comments will be sent to the originator so that appropriate updates can be made for resubmission.

Fresno Unified School District

Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721

Achieving our Greatest Potential!

GENERAL INFORMATION **Contract Number:** 178853 Federal Funding will not be used

School/Department Budget: 060 9091 0755 5899 1110 1000

District Contact Person: Gloria.Jenkins@fresnounified.org

Budget Manager Approval: _____

Contractor's Vendor Name: Mark T Harris

Contractor's Contact Person: Mark T Harris

Contractor's Title: Attorney

Contractor's Telephone Number: (916) 396-5534

Contractor's E-mail: ucmercedlaw@gmail.com

Contractor's Address: 38 Still Beach Court, Sacramento, CA 95831

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 February 14, 2024 (the "Effective Date") by Fresno Unified School District ("District") and Mark T Harris ("Contractor").

1. Contractor Services. Contractor agrees to provide

a.) OBJECTIVE:
In essence, this Social Justice Seminar Series served as a transformative educational experience, resonating with A4's mission to dismantle barriers and ensure that African American/Black students achieve academic excellence and emerge as well-rounded, socially aware individuals ready to lead and uplift their communities.
• Six seminars sessions were led by UCM Professors Mark T. Harris, in-person and remote, in collaboration with 12 UC Merced Management "student mentors" and Dr. Mari Harris.
• In addition to "reparations" each seminar session had a "theme" including, but not limited to: Social Justice; Student Expression; Safe Student Spaces; Cultural Competency; and Identity Matters
• The students were assigned the textbook The Black Reparations Project, A Handbook For Racial Justice, Edited by William Darrity, Jr., A. Kirsten Mullen and Lucas Hubbard and published by the University of California. The students were placed into groups and had the responsibility of evidencing collaborative learning by presenting each chapter of the assigned book. Students met together on a bi-monthly basis, but met with their assigned UCM mentors on an "as needed basis."
• Topic-relevant current events were introduced for analysis and discussion by Professors Harris using power point slides, news articles, videos and podcasts.
• Additionally, the students were presented with the California Reparation Task Force Members final seventy-four page "executive summary" document. California Reparations Task Force Member, Attorney Donald Tamaki, was a guest lecturer on the campus of UC Merced with several Bullard High School Reparations Seminar Series participants in attendance..
• Students attended a separate reparations-related guest lecture at UC Merced provided by civil rights icon Attorney Benjamin Crump.
• Finally, the students followed 14 reparations-related bills introduced by the members of the California Legislative Black Caucus. Students provided an analysis of each of the separate legislative initiatives through a culminating activity at Sacramento Charter High School and a celebratory luncheon. While in Sacramento, students were treated to a visit to "Underground Books " where each student chose a book for their personal home library.

b.) REQUIREMENTS:

c.) SPECIFIC TASKS

d.) DELIVERABLES AND DELIVERY SCHEDULE

e.) NOTICE REGARDING LATE DELIVERY

f.) PERSONNEL/KEY PERSONNEL

g.) GENERAL ACCEPTANCE CRITERIA

h.) HOURS OF WORK

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 February 14, 2024, and shall terminate on April 27, 2024. 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 $28,014.00 per n/a, not to exceed $28,014.00. Checks will be made payable to Mark T Harris. 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 MTH

   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): $28,014.00

   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 MTH 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

Academic Return on Investment

to be completed by district staff

Situation	Inputs	Outputs		Outcomes		
Problem and Need	***Investments*** *(e.g. equipment, funds, contract services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Medium-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The problem to be addressed is the persistent academic disproportionality faced by African American/Black students in education. African American/Black students consistently encounter barriers that hinder their academic and social-emotional success, leading to disparities in outcomes when compared to other student subgroups.	8-Session Social Justice Seminar Series that will serve as a transformative educational experience This includes individual themed based sessions; College Professor leading the seminar; Book- The Black Reparations Project; 2 Speaking engagements; College Student Mentors per group California Reparation Task Force Executive Summary; UC Merced Enrichment Trip; Culminating Event at Sacramento Charter	Students will be exposed to culturally relevant activities and civic engagement opportunities. Students will develop an understanding of various social justice issues and demonstrate an ability to approach situations and conversations with a culturally competent perspective.	The problem to be addressed is the persistent academic disproportionality faced by African American/Black students in education. African American/Black students consistently encounter barriers that hinder their academic and social-emotional success, leading to disparities in outcomes when compared to other student subgroups.8-Session Social Justice Seminar	The sessions will provide small group discussions that will allow for a deeper dive into students' lived experiences. Attendance and participation will be monitored. Student voice will be captured each session. Along with a post seminar survey.	Increase participation to 40-50 students including expanding it to 1 new high school site annually.	The problem to be addressed is the persistent academic disproportionality faced by African American/Black students in education. African American/Black students consistently encounter barriers that hinder their academic and social-emotional success, leading to disparities in outcomes when compared to other student subgroups.8-Session Social Justice Seminar Series that will serve as a transformative educat

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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials _____ District's initials 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: Mark T Harris

Name: Mark T Harris

Address:
38 Still Beach Court, Sacramento, CA 95831

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

CONTRACTOR

Mark T Harris

ATTORNEY

Name: Mark T Harris ***, Title:*** Attorney

12 JUNE 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

6/13/2024

Date

Seminar Series Description:

Developed and presented by University of California, Merced ("UCM") Professor Mark T. Harris, and Professor Marianna Y. Harris, the entire seminar was comprised a series of eight distinct sessions spanning almost the entire Spring semester from February through May. Each session explored integral aspects of California's recently released California Reparations Task Force Report and related legislation.reparations related legislation.

Beyond theoretical discussions, the seminar incorporated practical exercises Drs. Harris guided the students through intended to foster self-confidence through academic rigor. The mode's intent was to inform students about reparations-related topics while striving to actively engage students via a collaborative critical thinking model.

In essence, this Social Justice Seminar Series served as a transformative educational experience, resonating with A4's mission to dismantle barriers and ensure that African American/Black students achieve academic excellence and emerge as well-rounded, socially aware individuals ready to lead and uplift their communities.

- Six seminars sessions were led by UCM Professors Mark T. Harris, in-person and remote, in collaboration with 12 UC Merced Management "student mentors" and Dr. Mari Harris.
- In addition to "reparations" each seminar session had a "theme" including, but not limited to: Social Justice; Student Expression; Safe Student Spaces; Cultural Competency; and Identity Matters
- The students were assigned the textbook The Black Reparations Project, A Handbook For Racial Justice, Edited by William Darrity, Jr., A. Kirsten Mullen and Lucas Hubbard and published by the University of California. The students were placed into groups and had the responsibility of evidencing collaborative learning by presenting each chapter of the assigned book. Students met together on a bi-monthly basis, but met with their assigned UCM mentors on an "as needed basis."
- Topic-relevant current events were introduced for analysis and discussion by Professors Harris using power point slides, news articles, videos and podcasts.
- Additionally, the students were presented with the California Reparation Task Force Members final seventy-four page "executive summary" document. California Reparations Task Force Member, Attorney Donald Tamaki, was a guest lecturer on the campus of UC Merced with several Bullard High School Reparations Seminar Series participants in attendance..
- Students attended a separate reparations-related guest lecture at UC Merced provided by civil rights icon Attorney Benjamin Crump.

- Finally, the students followed 14 reparations-related bills introduced by the members of the California Legislative Black Caucus. Students provided an analysis of each of the separate legislative initiatives through a culminating activity at Sacramento Charter High School and a celebratory luncheon.While in Sacramento, students were treated to a visit to "Underground Books " where each student chose a book for their personal home library.

Expected Accomplishments:
• Students will develop a deepened understanding of various social justice issues and demonstrate an ability to approach situations and conversations with a culturally competent perspective.
• There will be a marked increase in student participation in discussions, projects, and activities centered around social justice topics during the seminar and in their respective AASLA, BSU, Advisor, and L.E.A.D. programs.
• Students will exhibit enhanced critical thinking skills, especially when discussing or confronting issues related to identity, bias, and societal structures.
• The seminar will foster a stronger sense of community among participants, promoting unity, mutual respect, and shared purpose.
• Students will provide positive feedback on the seminar and show evidence of applying their learnings in real-world situations and their academic and personal lives.

1) The Bullard High School Students along with their classroom teacher JJ. Johnstone developed a deeper understanding of reparations through collaboration with Professor Harris, Dr. Mari, and the UC Merced student mentors.

   The students attended a UC Merced guest presentation by California Reparations Task Force Member Attorney Donald Tamaki at UC Merced. In addition, they attended a presentation by Civil Right Attorney Ben Crump. These events supported their approach to conversations about social justice and reparations.

2) The Bullard High School Students participated in field trips to UC Merced and Sacramento to enhance their culminating projects on reparations.

3) The students from Bullard High School exhibited critical thinking skills when developing their reasoning for what they recommended to their peers about reparations through power point slide presentations.

4) The Bullard High School students fostered a strong sense of community by working with their peers and the college students from UC Merced. There was a sense of mutual respect and shared purpose in each of the presentations and the arguments for reparations.

5) The Bullard High School students were encouraged to provide feedback about their experiences learning with Professor Harris and Dr. Mari through this collaborative experience with UC Merced students and Faculty.

Evaluation Methods:

• Administer pre- and post-seminar surveys to gauge students' baseline knowledge and perspectives before the seminar and then assess the shift in their understanding and attitudes afterward.
• Organize small focus group sessions during the seminar sessions. These discussions will allow for a deeper dive into students' experiences, what they found most beneficial, and areas of potential improvement.
• Track attendance and participation rates for each seminar session and track active participation to ensure high engagement levels.
• Administer long-term follow-up surveys at a given point post-seminar to evaluate the long-term impact and retention of knowledge.
This evaluation framework will allow you to measure both the immediate and long-term impacts of the seminar on the students. Adjustments can be made based on your specific needs and available resources.

1) The Bullard High School Students were divided into 5 working groups with a UC Mentor guiding them through the readings and discussion points on reparations.

2) The participation rate at each seminar went from a high of 22 at the first session to 14 who participated in the culminating event at Sacramento High School in Sacramento.

Potential Next Steps:

1. **Have this project expanded! Students who participated this semester were juniors in high school and expressed a desire to have an additional opportunity to expand their knowledge next year while they are seniors in high school.**
2. **Include a separate, but related, set of exercises and assignments pertaining to drafting and advocating for social justice related legislation!**
3. **Students should receive academic credit in recognition for their commitment and dedication to this project over the course of an entire semester. Professors Harris would be happy to work with Fresno Unified to create a curriculum that would meed district course curriculum standards.**

LAW OFFICES OF MARK T. HARRIS

38 Still Beach Court
Sacramento, CA 95831
(916) 396-5534
ucmercedlaw@gmail.com

Attention:
Pat Riddlesprigger
African-American Academic Acceleration Department
Fresno Unified School District
748 S. 10th Street
Fresno, CA 93702

Date: 5/6/24

Project Title: Bullard High School Reparations Project

Description	Quantity		Cost
Six Teaching Sessions with BHS; Crump Lecture; Tamaki Lecture; 3 Sacramento Events	12		$ 25,000
Meals (Sac High; UC Merced; Fixins Restaurant	25		$ 1,871
Keepsake Book From Underground Books in Sacramento	25		$ 643
Photography/Videography	1		500
		Subtotal	$ 28,014
		Total	$ 28,014

Thank you so much!

Sincerely yours,

Mark T. Harris, Esq.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024

AGENDA ITEM A-47

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

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

TITLE AND SUBJECT: Ratify Amendment to the Agreement with the Fresno County Superintendent of Schools to Administer the California Statewide Early Math Initiative Grant

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District and Fresno County Superintendent of Schools to administer the California Statewide Early Math Initiative (CAEMI) grant. The initial grant of $200,000 from Fresno County Superintendent of Schools for personnel, professional development/coaching costs, materials/supplies, administrative expenses, and/or any costs associated with participation in the CAEMI activities has been increased by $50,000. The additional grant funds will allow for implementation of an early math family and community engagement program to support families and children in engaging in early math at home and in the community. The amended agreement extends the termination date to December 31, 2024.

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

PREPARED BY: Marie Williams, Ed.D.

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Fresno Unified School District

Achieving our Greatest Potential!

BOARD OF EDUCATION
Susan Wittrup, President
Valerie F. Davis, Clerk
Caludia Cazares
Genoveva Islas
Andy Levine
Elizabeth Jonasson Rosas
Keshia Thomas

INTERIM SUPERINTENDENT
Mao Misty Her

Amendment/Addendum

Date: June 20, 2024

Regarding: Fresno County Superintendent of Schools

Amendment: The California Statewide Early Math Initiative Grant contract term will be extended an additional six months. The extension allows for the added family engagement component to implement an early math family and community engagement program to support families and children in engaging in early math at home and in the community.

- The contract termination date is being changed from June 30, 2024, to December 31, 2024.
- The grant award has been increased by an additional $50,000 for a total of $250,000.

Cost: The original, positive cash flow contract was a grant award of $200,000. The amended contract grand award is $250,000.

Please see the signature on page two of the contract

Reviewed & Approved by Vendor	**Date**
	5/29/2024
Reviewed & Approved by Cabinet Level Officer	**Date**
	May 30, 2024
Reviewed & Approved by Executive Director, Risk Management	**Date**
Reviewed & Approved by Chief Financial Officer	**Date**

AMENDMENT NO. #1
TO COOPERATION AND SHARED RESPONSIBILITY AGREEMENT ("Agreement")

Legal Doc./Contract No. of this signed Amendment *(Legal use only)*:_____

Legal Doc./Contract No. of Agreement/Prior Amendment(s) if different from above: #145603

OTHER PARTY	FCSS
Fresno Unified School District **("Other Party")** DBA *(leave blank if none)*: Attn: Deanna Mathies, Executive Director 2309 Tulare Street Fresno, CA 93721 Phone: (559) 457- 3687 Email: Deanna.Mathies@fresnounified.org	Fresno County Superintendent of Schools **("FCSS")** Attn: Matilda Soria, Senior Director Dept.: Early Care and Education Fresno County Office of Education 1111 Van Ness Ave. Fresno, CA 93721 Phone: (559) 497-3831 Email: msoria@fcoe.org

If any information stated above is different from that stated on the Agreement or any prior amendment(s), a Party hereby authorizes the other Party to give, effective on the Amendment Effective Date, all notices, demands, and other communications relating to the Agreement and any amendment(s) thereto to the Party, in accordance with the provisions in the Agreement, to the person and address or email stated above.

TERM OF CONTRACT *("Contract Term", dates must match those stated on Agreement)*:	EFFECTIVE DATE OF AMENDMENT *(date must be within the Contract Term stated in Agreement/prior amendment(s))*:
Effective Date: January 01, 2023 Termination Date: June 30, 2024	**"Amendment Effective Date":** December 01, 2023

AMENDMENT: Other Party and FCSS are referred to separately as a **"Party"** and collectively as the **"Parties"**. The Parties entered into the above-referenced Agreement and hereby desire to amend said Agreement as set forth below *(complete each as indicated below)*:

1. CONTRACT TERM

1.1 The Termination Date was previously amended to: No Change

1.2 This Amendment changes the Termination Date as follows *(mark one and complete as required)*:

_ No change X New Termination Date: December 31, 2024

2. CONTRACT AMOUNT

2.1 The Contract Amount of the Agreement is: $200,000.00

2.2 The sum of all prior amendments to the Agreement is *(state $0 if none)*: $0

2.3 This Amendment changes the Contract Amount as follows *(mark one and complete as applicable)*:

_ No change

X Increase by the following amount: $50,000.00

_ Decrease by the following amount: $

_ Modify as follows: $

2.4 The amended Contract Amount is *(sum of 2.1 to 2.3)*: $250,000.00

3. SERVICES/WORK. This Amendment changes the Services/Work as follows ***(mark one and complete as applicable)***:

_ No change

X_ Add the following: Agency will implement an early math family and community engagement program to support families and children in engaging in early math at home and in the community.

Agencies will:

1. Participate in an orientation to discuss project goals and requirement.
2. Implement at least one CAEMI interactive exhibit.
3. Incorporate at least one other CAEMI resources including Discovering the Math: Book Guides, related activities, I'm Ready videos, and Count Play Explore Issues.
4. Engage in interviews and surveys to share about your planning process, implementation, and lessons learned.

Agencies will provide pictures and/or videos of planning and implementation efforts throughout the contract period.

Agencies will provide a written summary of the completed project by the end of the contract period.

_ Delete the following:

_ Modify as follows:

4. OTHER CHANGES ***(leave blank if none)***: Update payment schedule to show the new contract termination date, which is December 31, 2024, and the increased contract amount of $50,000.00. Exhibit 1 shows updated budget with the updated payment schedule.

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Amendment, the Parties hereby enter into this Amendment. Unless specifically stated in this Amendment otherwise, this Amendment is effective commencing on the Amendment Effective Date stated above. Except as stated in this Amendment, all terms and conditions of the Agreement and all prior amendments thereto, if any, shall remain in full force and effect in accordance with the terms and conditions stated therein and all terms used in this Amendment shall have the same meaning as in the Agreement. If any provision of this Amendment conflicts with any provision of the Agreement, the provision of this Amendment shall govern. If any provision of this Amendment conflicts with any provision of a prior amendment, the provision of the amendment that is most recent in time shall govern unless specifically stated otherwise in an amendment. Each person executing this Amendment on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Amendment.

OTHER PARTY

By: _____
Print Name: Patrick Jensen
Title: Chief Financial Officer

FCSS

By: _____
Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

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

//

May 30, 2024

EXHIBIT 1

Payment Schedule

Year 1 (January 2023 to June 2023)		
Quarter 1 (January 2023 - March 2023)		$33,333.33
Quarter 2 (April 2023 - June 2023)		$33,333.33
	Total	$66,666.66
Year 2 (July 2023 to June 2024)		
Quarter 1 (July 2023 - September 2023)		$33,333.33
Quarter 2 (October 2023 - December 2023)		$33,333.33
Quarter 3 (January 2024 - March 2024)		$45,833.33
Quarter 4 (April 2024 - June 2024)		$45,833.35
	Total	$158,333.34
Year 3 (July 2024 to December 2024)		
Quarter 1 (July 2024 - September 2024)		$12,500.00
Quarter 2 (October 2024 - December 2024)		$12,500.00
	Total	$25,000.00
	Total Contract	$250,000.00

COOPERATION AND SHARED RESPONSIBILITY AGREEMENT

("Agreement")

Legal Doc. No. of this signed Agreement ***(Legal use only)***: 145603

COVER

Program/Event: Early Math Initiative Program

AGENCY	
Fresno Unified School District **("Agency")** Attn: Deanna Mathies, Executive Director 2309 Tulare Street Fresno, CA 93721 Phone: (559) 457-3687 Email: Deanna.Mathies@fresnounified.org	
FCSS	
Fresno County Superintendent of Schools **("FCSS")** Attn: Matilda Soria, Senior Director Dept.: Early Care and Education Fresno County Office of Education 1111 Van Ness Ave. Fresno, CA 93721 Phone: (559) 497-3831 Email: msoria@fcoe.org	**ADDRESS FOR INVOICE:** All invoices, if any, to FCSS shall be addressed to the attention of Internal Business Services – Accounts Payable, Fresno County Office of Education, 1111 Van Ness Ave, Fresno, CA 93721
CONTRACT TERM (see § 3.1)	**TERMINATION DURING CONTRACT TERM (see § 3.2)**
"Effective Date": January 01, 2023 **"Termination Date"**: June 30, 2024	Ground for Termination ***(mark one)***: _ With cause X_ With or without cause **"Notice Period"**: At least 30 days before the effective date of termination of this Agreement

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

1. *What Services will Agency provide:* The agency will designate at least two staff members to participate in the activities outlined below during the contract period.

Activity	Description/Expectation
Quarterly Virtual Community of Practice	• Designate at least two (2) staff members to attend and participate in quarterly 3-hour Community of Practice (CoP) sessions
Review of Content	• Participants will review web-based suite material, such as videos and activities, in between CoP sessions (for a minimum of two (2) hours per quarter) - and will provide feedback via surveys and
Virtual Interactions	• Participants will virtually engage (for a minimum of two (2) hours per month) with each other to discuss content associated with the Early Math Initiative via discussion boards or other interactive platforms.
Participate in Coaching Sessions	• New participants are encouraged to attend a minimum of 2 coaching sessions per year. • Additional sessions are available for staff members when support is needed.
Implementation of professional learning and coaching sessions	• Participants will implement professional learning and coaching sessions in their agency and/or community; thus, each agency will be responsible for the following: o Recruit participants and manage professional learning and coaching session registration; o Use Early Math Initiative content (including activities, reflections, or videos) from at least one web-based suite to support the structure of professional learning and/or coaching sessions - participants must cover content from at least two different web-based suites; o Professional learning and coaching sessions will include at least 20 individuals within the agency's target community. o Provide at least three professional learning sessions (minimum of one-hour each) and three coaching sessions (minimum of 30 minutes) per year; the format of professional learning and coaching can be determined by the agency based upon the need of the target population; o Manage submission of sign-in sheets and surveys (if applicable) for training and coaching sessions. • Participants will provide feedback from their experiences with planning, implementation, and reflection.
Working Groups	• Participants will engage in at least one subcommittee, which may include: P-3 Alignment, Family/Community Engagement, Integration of math/science/computer science, and Evaluation. • Subcommittees will meet during and/or outside of CoP sessions. Participants must attend subcommittee meetings and complete subcommittee tasks between CoP sessions.
Evaluation	• Participants must complete surveys and/or engage in interviews/focus groups conducted by independent evaluator, WestEd. • WestEd will contact the contractor via email with more information.

If the required program activities are not completed or if there is a lack of participation in meetings, funding for the Agency could be reduced or withdrawn. The agency shall submit quarterly invoices to FCSS by the fifth of the month following the end of each quarter. Quarterly invoices should itemize the services completed in the last quarter (i.e. attended one CoP, delivered training to 24 educators, etc.

2. *When will Agency provide the Services* ***(mark one and complete as indicated)***:

_ *Date Determined* – Agency will perform the Services on ***(state specific date(s))***: The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.

X *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, which date(s) shall be within the Contract Term.

3. *Where will Agency provide the Services* ***(state full address)***: Location varies and will be mutually agreed upon between both parties The Parties' staff may mutually change the location if there is no change in the Contract Amount.

4. *Full name of Agency staff who must perform the Services* ***(leave blank if none designated)***:

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

1. *What Services will FCSS provide:*
   - FCSS will Serve as the Fiscal Agent
   - Collect Data and Information from Collaborating Counties to Report and Submit to the California Department of Education (CDE)
   - Facilitate Meetings Among Partner Counties
2. *When will FCSS provide the Services* ***(mark one and complete as indicated)***:
   _ *Date Determined* – FCSS will perform the Services on ***(state specific date(s))***: The Parties' staff may mutually change any specified date if the new date is within the Contract Term and there is no change to the Contract Amount.
   X *Date to be Determined* – The Parties' staff will coordinate and schedule the particular date(s) on which FCSS shall perform the Services, which date(s) shall be within the Contract Term.
3. *Where will FCSS provide the Services* ***(state full address)***: Location varies and will be mutually agreed upon the parties The Parties' staff may mutually change the location if there is no change in the Contract Amount.
4. *Full name of FCSS staff who must perform the Services* ***(leave blank if none designated)***:

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

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

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

_ NO PAYMENT. No monetary payment shall be made by or to either Party under this Agreement.

_ PAYMENT TO FCSS. Agency (also refer to as **"Payor"**) shall pay FCSS (also refer to as **"Payee"**) pursuant to the following and the Pay Schedule stated below ***(mark one and complete as indicated)***:

_1. *Fixed Installment:* $____ per month/quarter/year, the sum of all payments shall *equal* the **"Contract Amount"** of $____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.

_2. *Rate/Not-To-Exceed Contract Amount:* Services that FCSS performs in accordance with this Agreement, to be billed at $_____ per hour in 15 minute increments **OR** pursuant to the rates set forth in Exhibit 1 and the sum of which shall *not exceed* the **"Contract Amount"** of $_____. FCSS shall submit each invoice to Agency monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which FCSS requests payment.

_3. *Entire Contract Amount/Completion Of All Services:* Entire **"Contract Amount"** of $_____. FCSS shall submit the invoice to Agency within 30 days of the date on which FCSS completed all Services in accordance with this Agreement.

_4. *Other/Specified Amount, Paid Periodically:* The **"Contract Amount"** of $_____. FCSS shall submit each invoice to Agency within 30 days of the date on which FCSS has completed, in accordance with this Agreement, the Services for which FCSS requests payment.

X PAYMENT TO AGENCY. FCSS (also refer to as **"Payor"**) shall pay Agency (also refer to as **"Payee"**) pursuant to the following and the Payment Schedule stated below ***(mark one and complete as indicated)***:

X_1. *Fixed Installment:* $33,333.33 per quarter, the sum of all payments shall *equal* the **"Contract Amount"** of $200,000 . Agency shall submit each invoice to FCSS quarterly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.

_2. *Rate/Not-To-Exceed Contract Amount:* Services that Agency performs in accordance with this Agreement, to be billed at $_____ per hour in 15 minute increments **OR** pursuant to the rates set forth in Exhibit 1 and the sum of which shall *not exceed* the **"Contract Amount"** of $_____. Agency shall submit each invoice to FCSS monthly/quarterly/yearly by no later than the 15th day of the month immediately following the last day of the period for which Agency requests payment.

_3. *Entire Contract Amount/Completion Of All Services:* Entire **"Contract Amount"** of $_____. Agency shall submit the invoice to FCSS within 30 days of the date on which Agency completed all Services in accordance with this Agreement.

_4. *Other/Specified Amount, Paid Periodically:* The **"Contract Amount"** of $_____. Agency shall submit each invoice to FCSS within 30 days of the date on which Agency has completed, in accordance with this Agreement, the Services for which Agency requests payment.

_ OTHER ***(leave blank if none)***:

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

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

☒1. *Payment Document.* At Payor's request, Payee shall provide a Taxpayer Identification Number Request (W-9) *and* other documents that Payor may require to process payment to Payee. (See § 1.4.1).

☒2. *Proof of Insurance.* Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Art. 4.)

_3. *Fingerprinting Certification From Agency.* If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Fingerprinting and Criminal Background Check Certification **("Fingerprinting Certification")** before Agency commences performance of this Agreement, which form must be obtained from FCSS.

_4. *TB Certification From Agency.* If this box is marked and Agency is not a California public school district, county office of education, or charter school, Agency shall submit to FCSS a Tuberculosis Certification before Agency commences performance of this Agreement, which form must be obtained from FCSS.

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

AGENCY	FCSS
By: Patrick Jensen (Jun 20, 2023 16:11 PDT) Jun 20, 2023	By:
Print Name: Patrick Jensen	Dr. Michele Cantwell-Copher, Superintendent
Title: Interim Chief Financial Officer	or Authorized Designee

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

//

Approved As To Form

5/18/2023

Stacey Sandoval, Executive Director
Risk Management

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

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

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

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

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

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

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

SECTION 1.4 RECORDS AND INFORMATION.

1.4.1 REQUIRED DOCUMENTS. A Party shall provide to the other Party the Required Documents that are required from the Party as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Party providing the Required Document shall promptly notify in writing and/or submit to the other Party the corrected, updated, or effective Required Document.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately **"Confidential Material"**) are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by Applicable Law, not use the Confidential Material for any purpose not related to a Party's performance of this Agreement; and (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized

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

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

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAW AND GRANT.

1.5.1 GENERALLY. Each Party shall comply with all laws and regulations (collectively **"Law"**) applicable to its performance of this Agreement, and all Law that it agrees to comply under this Agreement (referred to collectively and separately as **"Applicable Law"** and shall include amendments and Law that are in effect as of the Effective Date or become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and an Applicable Law, the provision in this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Party shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

1.5.2 FEDERAL GRANT FUNDS. The provisions of this Subsection applies if this Agreement is paid, in part or in whole, with federal grant funds. Each Party shall comply with federal laws, regulations, and requirements applicable to such federal grant funds. Each Party represents that it is not debarred, suspended, or otherwise excluded or ineligible to be awarded this Agreement. Each Party shall comply with federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Orders 12549 and 12689. Each Party shall also comply with: (A) applicable federal laws, regulations, and requirements, including but not be limited to, non-discrimination based on race, color, national origin, sex, disability, or age; (B) applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387); and (C) Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Upon a Party's request, whether during or after the Contract Term, the other Party shall cooperate with and provide the requesting Party with documents and information relating to this Agreement that are necessary for the requesting Party to comply with applicable federal laws, regulations, and requirements. The provisions of this Subsection shall survive the termination of this Agreement.

ARTICLE 2 PAYMENT.

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

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

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

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

SECTION 3.2 TERMINATION DURING CONTRACT TERM.

3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section 3.2, a Party may terminate this Agreement as marked on the Cover: (A) *With or Without Cause* – A Party, with or without cause, may terminate this Agreement by giving the other Party written notice for the Notice Period stated on the Cover; or (B) *With Cause* – A Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice for the Notice Period stated on the Cover.

3.2.2 TERMINATION ON OTHER GROUNDS. Despite any contrary provisions in this Agreement, FCSS may terminate this Agreement effective on the date stated in FCSS' written notice of termination to Agency pursuant to any of the following: (A) Agency is required to but fails to provide to FCSS and/or comply with the Fingerprinting Certification; (B) Agency is required to but fails to provide to FCSS and/or comply with the TB Certification; (C) FCSS, the Fresno County Board of Education, and/or any entity from which FCSS receives or is to receive funds to pay for this Agreement reduce or eliminate some or all such funds, or fail or determine not to appropriate sufficient funds to make future payments under this Agreement; (D) a government or issuing agency revokes, suspends, places on probation, or non-renews any License that Agency must hold to perform this Agreement; (E) Agency assigns, transfers, or subcontracts any or all of Agency's obligations and/or rights under this Agreement in breach of Section 7.3; (F) Agency fails to maintain and provide written proof of insurance as required by Article 4; (G) Agency is required to provide particular staff as named on the Cover to perform this Agreement but such staff is not able, not willing, or not available to perform this Agreement; (H) Agency's legal rights to exist or conduct business in California has been revoked or terminated by the California Secretary of State, another agency, or a court; or (I) Agency's legal rights to exist or conduct business in California has been suspended or rendered inactive by the California Secretary of State, another agency, or a court and such suspension lasts more than 30 consecutive days.

3.2.3 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement and, if as stated on the Cover, compensation is due to Payee under this Agreement: (A) Payor shall pay Payee only for Services that Payee is required to perform, and has performed in accordance with, this Agreement before the effective date of termination; (B) Payee shall submit an invoice within 30 days of the effective date of termination; (C) Section 2.2 shall apply to Payee's invoice and Payor's payment under this Subsection; and (D) upon Payor's payment, if any has been invoiced by Payee and is due to Payee, Payor is not obligated to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

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

ARTICLE 4 INSURANCE.

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

ARTICLE 5 INDEMNITY.

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

ARTICLE 6 DISPUTE RESOLUTION.

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

ARTICLE 7 GENERAL PROVISIONS.

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

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

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

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

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

/ /

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-48

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

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

TITLE AND SUBJECT: Ratify Amendment to an Agreement with Fairbank, Maslin, Maullin, Metz, and Associates (FM3) to Conduct a Community Survey Regarding a Potential Bond Measure

ITEM DESCRIPTION: Included in the Board binders is an amendment to an agreement for Fairbank, Maslin, Maullin, Metz, and Associates (FM3) to conduct a community survey to gauge voter continued interest in a potential 2024 bond measure to continue school facility improvements post Fresno Teachers Association (FTA) Negotiations October 2023.

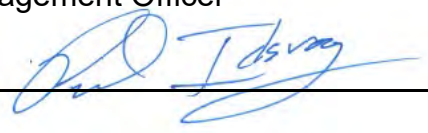
FM3 engaged in a dual-mode voter survey using a combination of online and telephone interviews, with an average of 20 minutes spent with each respondent. Additional polling of 100 likely voters in Trustee Area 7 resulted in a survey with 821 respondents in English, Spanish and Hmong in the amount of $54,000. Per the Board's request, services to conduct an additional survey of a target sample size of 700 likely voters was rendered. Staff is requesting $41,500 to support additional services provided to date.

FINANCIAL SUMMARY: Sufficient funds in the amount of $41,500 are available in the General Fund.

PREPARED BY: Alex Belanger

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

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



INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her



FEDERAL FUNDING WILL NOT BE USED

Fresno Unified School District
Achieving our Greatest Potential!

Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

09585
Vendor Number

FM3 Research
Vendor Name

12100 Wilshire Blvd Suite 350 Los Angeles, CA 90025
Address

(310)463-2230
Phone Number

John Fairbank
Vendor Contact

From: 11/1/2023 **Through:** 6/30/2024
Term (Duration)

FUSD Contract Administrator:
Alex Belanger — *Name*

Facilities — *Site/ Dept*

(559)457-6126 — *Telephone number*

***Budget** (Fund-Unit-Dept.-Activity-Function-Object)* 030-0734-1892-0000-5899

Annual Cost ~~$54,000~~ $95,500 AE WAB WAB (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:
Fairbank, Maslin, Maullin, Metz, & Associates (FM3) will conduct a community survey to gauge voter interest in a potential 2024 bond Measure to continue school facility improvements. Proposed survey will provide responses from likely voters regarding a potential bond.

FM3 proposes to develop the questionnaire; conduct interview in two languages, and provide data, analysis and consultation at a cost of up to $54,000. Pending Board approval, the survey will be conducted January 2024 to provide results to Board of Trustees.

Additional scope of work attached in proposal dated May 7, 2024.
FM3 will conduct a tracking survey on a potential 2024 bond measure for Fresno Unified School District. For the tracking survey, it is recommended a target sample size of 700 interviews among a representative districtwide sample and an interview length of 12 minutes, with the purpose of following up on their baseline survey research for Fresno USD at an additional cost of $41,500.

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:** 03/06/24 *Will contract be submitted with Bundled Contracts?* No
(Contracts of $15,000.00 or more)

Reviewed & approved by **Department Head:**
Signed — Date: 2/22/24

Reviewed & approved by **Cabinet Level Officer**
Signed — Date: 02/22/2024

Reviewed & approved by **Risk Management**
Signed — Date: Feb 26, 2024

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

Revised 9/20/23

Fresno Unified School District
Independent Contractor Services Agreement

Fresno Unified School District
Achieving our Greatest Potential!

GENERAL INFORMATION

School/Department Budget: 030-0734-1892-0000-5899

District Contact Person: Alex Belanger

Budget Manager Approval:

Contractor's Vendor Name: FM3 Research

Contractor's Contact Person: John Fairbank

Contractor's Title: Partner

Contractor's Telephone Number: (310)463-2230

Contractor's E-mail: john@FMEResearch.com

Contractor's Address: 12100 Wilshire Blvd Suite 350 Los Angeles, CA 90025

This Independent Contractor Services Agreement is made and entered into effective 11/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and FM3 Research ("Contractor").

1. Contractor Services. Contractor agrees to provide

(FM3) will conduct a community survey to gauge voter interest in a potential 2024 school facility bond measure.

Deliverables:
FM3 will develop the questionnaire, conduce telephone calls and online interviews in three languages, and provide data analysis of; a top line results of the survey for reference, a complete set of cross-tabs in a easy to ready comprehensive format, verbatim responses to any open ended question, complete analysis of survey results in power point, and Power point and/or webinar presentation of the survey results

Survey:
Proposed survey will provide responses from 800 voters regarding a 2024 potential bond.

Timing:
Pending Board approval, the survey will be conducted January 2024, providing results to be shared to Board of Trustees. Cost: Consultation $54,000.00

Additional scope of work attached in proposal dated May 7, 2024.
FM3 will conduct a tracking survey on a potential 2024 bond measure for Fresno Unified School District. For the tracking survey, it is recommended a target sample size of 700 interviews among a representative districtwide sample and an interview length of 12 minutes, with the purpose of following up on their baseline survey research for Fresno USD at a cost of $41,500.

WAB
WAB

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 11/1/2023, and shall terminate on 6/30/2024. 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 ~~$54,000~~ $95,500 per 1, not to exceed ~~$54,000~~ $95,500 GK WAB WAB. Checks will be made payable to FM3 Research. 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 JF

a. Lodging $0 Actual cost of single occupancy. Not to exceed $113 per night. *Receipt Required.*

b. Meals $0 Reimbursement limited to actual cost up to the following rates: Breakfast $16.00, Lunch $17.00, Dinner $31.00. *Receipt Required.*

c. Travel $0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d. Supplies $0 As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): ~~$54,000~~ $95,500 GK WAB WAB

f. Other $0

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

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

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

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

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

Contractor's initials JF 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 certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1."Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials JF 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: FM3 Research

Name: John Fairbank

Address:
12100 Wilshire Boulevard, Suite 350
Los Angeles, CA 90025

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.

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

DISTRICT

Fresno Unified School District

Patrick Jensen (Mar 11, 2024 15:11 PDT)

Patrick Jensen, Chief Financial Officer

Mar 11, 2024

Date

CONTRACTOR

FM3 Research

John Fairbank
John Fairbank (Feb 21, 2024 12:44 PST)

Name: John Fairbank ***, Title:*** Partner

Feb 21, 2024

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

Feb 26, 2024

Date

FM3 RESEARCH | FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES

TO	Paul Idsvoog and Alex Belanger Fresno Unified School District
FROM	John Fairbank and Adam Sonenshein FM3 Research
RE:	Proposal to Conduct a Tracking Survey for Fresno Unified School District
DATE	May 7, 2024

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this short scope of work to conduct a tracking survey on a potential 2024 bond measure for Fresno Unified School District. For the tracking survey, we recommend a target sample size of 700 interviews among a representative districtwide sample and a slightly shorter interview length of 12 minutes, with the purpose of following up on our baseline survey research for Fresno USD.

Methodology	Dual-mode survey using a combination of online and telephone (landline and cellular) interviews
Respondent Contact Method	Telephone calls, email invitations, and text invitations
Population & Sample	700 interviews among a representative districtwide sample of likely November 2024 voters in Fresno Unified School District
Margin of Sampling Error*	±3.7% for a sample of 700 interviews **At the 95% confidence level (i.e., in 95 out of 100 cases)*
Survey Length	12 minutes
Language(s)	Consistent with recent projects, telephone interviews will be conducted in English, Spanish, and Hmong; online interviews will be conducted in English only.

Deliverables	Following the completion of the survey, we will provide: • A questionnaire with the topline results of the survey for easy reference • A complete set of crosstabs in an easy-to-read, comprehensive format • Verbatim responses to any open-ended questions • A complete analysis of survey results in PowerPoint • A presentation of the survey results FM3 will also be available for ongoing consultation and any further analysis of the research.
Cost	**The total estimated cost for this research is $41,500.** This price is comprehensive and includes all costs for questionnaire design, sample acquisition and preparation, translation, programming, email and text invitations, survey hosting, multilingual telephone interviewing, data entry and analysis, and reporting.

FM3 RESEARCH | FAIRBANK, MASLIN, MAULLIN, METZ & ASSOCIATES

John Fairbank
Partner
John@FM3Research.com
(310) 463-2230 (cell)

Adam Sonenshein
Senior Vice President
Adam@FM3Research.com
(310) 569-3653 (cell)

Fairbank, Maslin, Maullin, Metz & Associates
12100 Wilshire Blvd., Suite 350
Los Angeles, CA 90025

www.fm3research.com

Signature: John Fairbank (May 30, 2024 10:34 PDT)
Email: john@fm3research.com

Signature: William Alex Belanger (May 30, 2024 17:06 PDT)
Email: william.belanger@fresnounified.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-49

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

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

TITLE AND SUBJECT: Ratify Application for Learning Community School Success Program Grant

ITEM DESCRIPTION: Included for Board consideration and ratification is the district's grant application to the California Department of Education (CDE) for the Learning Community School Success Program (LCSSP) grant.

The LCSSP grant aims to support the implementation of evidence-based social, emotional, behavioral, and attendance practices to reduce exclusionary discipline, improve attendance, and create conditions so all students thrive in their learning communities. Funding from the LCSSP grant will be utilized to implement the following proposed actions, focusing on reducing suspensions and office discipline referrals and improving attendance aligned to our district's Multi-tiered System of Support (MTSS) framework:

- Strengthening Tier I foundational practices, such as social emotional learning, positive behavior intervention and supports, and trauma-informed practices, at 13 secondary schools with higher absenteeism and suspension rates. This includes enhancing Discipline Guidelines practices and implementation through professional learning and job-embedded coaching.
- Cultivating trauma-informed learning environments through districtwide professional learning opportunities.
- Increasing targeted and intensive social emotional, attendance, and behavior interventions. This includes a Tier II Intervention Specialist at one comprehensive high school to provide interventions. In addition, one teacher and a Behavior Intervention Specialist will launch a behavior support academy embedded within one of our middle schools for students with chronic behaviors needing intensive interventions, social emotional skill development, and mental health support.

The application was submitted to CDE on May 01, 2024.

FINANCIAL SUMMARY: The proposed grant award is $1,995,614 over a three period from 2024/25 to 2026/27.

PREPARED BY: Rita Baharian

DIVISION: Diversity, Equity, & Inclusion
PHONE NUMBER: (559) 457-3340

CABINET APPROVAL: Carlos Castillo, Ed.D.,
Chief, Diversity, Equity, & Inclusion

Carlos Castillo (May 25, 2024 09:14 PDT)

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024, **AGENDA ITEM A-50**

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

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

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

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

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 14 includes but may not be limited to: add domestic water valve; add install of intrusion panel and add door hardware.

Original Contract Amount:	$	11,654,000
Change Order(s) previously ratified:	$	882,751
Change Order 14 presented for ratification:	$	10,553
New Contract Amount:	$	12,547,304

Bid 22-21, Francine and Murray Farber Educational Campus, Change Order 10 includes but may not be limited to: add off site domestic water rerouting.

Original Contract Amount:	$	47,847,268
Change Order(s) previously ratified:	$	2,440,174
Change Order 10 presented for ratification:	$	184,864
New Contract Amount:	$	50,472,306

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing, Change Order 5 (Multipurpose Building) includes but may not be limited to: add sheet metal panels; rerouting of underground gas piping; repair of underground water piping; add electrical circuits and add fire water shut off valve.

Original Contract Amount (Multipurpose Building and Interim Housing)	$	10,343,286
Original Contract Amount (Multipurpose Building):	$	8,704,668
Change Order(s) previously ratified:	$	111,506
Change Order 5 presented for ratification:	$	55,691
New Contract Amount:	$	8,871,865
Original Contract Amount (Interim Housing):	$	1,638,618
Change Order(s) previously ratified:	$	83,397
Current Contract Amount:	$	1,722,015
New Contract Amount (Multipurpose Building and Interim Housing):	$	10,593,880

Bid 23-64, Bullard Talent K-8 School Office Portable Project, Change Order 3 include but may not be limited to: add audio visual terminal can; add panic hardware and add 221 days to contract duration.

Original Contract Amount:	$	559,400
Change Order(s) previously ratified:	$	45,326
Change Order 3 presented for ratification:	$	3,903
New Contract Amount:	$	608,629

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization, Change Order 2 include but may not be limited to: add rerouting of hydronics piping; add hydronics temperature controller; add insulation and sealant; revise entry countertop and add 5 days to contract duration.

Original Contract Amount:	$	2,014,850
Change Order(s) previously ratified:	$	30,555
Change Order 2 presented for ratification:	$	8,297
New Contract Amount:	$	2,053,702

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of $263,308 are available in the Measure M Fund for Bids 22-01, 22-21, 23-23, 23-64, and 24-16.

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

CHANGE ORDER No. :	**14**
DSA File No, :	10-48
Application No.:	02-117220

PROJECT NAME:
FUSD Addams Elementary Building Additions/Moderniza
2117 West McKinley Avenue
Fresno CA 93728

CONTRACTOR:
AMG & Associates Inc
26535 Summit Circle
Santa Clarita CA 91350-

DESIGNER'SPROJECT No. :	1725
FUSD BID/CONTRACT No.	22-01
CONTRACTOR P.O. No. :	743100

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

The original Contract Sum was	$11,654,000.00
Net change by previously authorized Change Orders	$882,750.64
The Contract Sum prior to this Change Order was	$12,536,750.64
The Contract Sum will be adjusted by	$10,552.38
The new Contract Sum including this Change Order will be	$12,547,303.02
The Contract Completion date prior to this Change Order was	5/5/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/5/2024

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

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	AMG & Associates Inc 26535 Summit Circle Santa Clarita CA 91350-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By:	By: Anthony R. Traverso Digitally signed by Anthony R. Traverso Date: 2024.05.08 13:54:03 -07'00'	By: Alex Belanger, Assoc. Sup.
Date: May 08, 2024	Date: 5-8-2024	Date: 5/16/24

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Addams Elementary Building Additions/Modernization
CHANGE ORDER NO.: 14
DATE
Project No.: 1725

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

Item 14 - 1

DESCRIPTION OF CHANGE:
Remove and replace exit signs with exit route signage. Remove and replace damaged signage at workroom.

REASON FOR CHANGE:
Required by California Building Code

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR076

Amount of this Change Order Item:	INCREASE	$913.55
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 14 - 2

DESCRIPTION OF CHANGE:
Provide and install domestic water shut off valves for Building B

REASON FOR CHANGE:
Adding shut off valves for the building will make future maintenance of the building more efficient as the entire site would not need to be shut off to work on building B

CHANGE CATAGORY:
Owner

DOCUMENT REFERENCE:
COR078 RFI185

Amount of this Change Order Item:	INCREASE	$6,286.52
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 14 - 3

DESCRIPTION OF CHANGE:
Install owner furnished DMP intrusion panel in the existing MDF room by the cafeteria

REASON FOR CHANGE:
The existing intrusion panel did not have room for the necessary expansion for the new Administration building. It was necessary to add a new panel.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR079

Amount of this Change Order Item:	INCREASE	$1,537.14
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 14 - 4

DESCRIPTION OF CHANGE:
Provide and install additional door closers and privacy locks for the workroom and two storage closets.

REASON FOR CHANGE:
The project documents did not include door closers for the workroom and the two storage closets.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR080

Amount of this Change Order Item:	INCREASE	$1,815.17
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$10,552.38**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

**** End of CHANGE ORDER **** *14*

Change Order Item Detail

Project Financial Summary

Facilities Management & Planning

Project Name: *Addams Elementary Building additions*

DSA #: Interim 02-118888 02-117220

BID #: 22-01

Date: **05/08/24**

Contractor: **AMG & Assoc.**

Architect: **Darden Architect**

Change Order: **# 014**

Contract Summary:

Bid Award Amount(s)				
Base Bid:	$ 11,557,000.00	Building Additions and Modernization	$	11,557,000.00
			$	-
Add Alt. 1	97,000	West Staff Parking Lot	$	97,000.00
Add Alt 2			$	-
Add Alt 3			$	-
Add Alt 4			$	-
Total Agreement Amount:			**$**	**11,654,000.00**

Contract Adjustments:

Total Contract Amount													$	11,654,000.00	
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**				
Main CO #001	$ (26,557.82)		$ 14,079.96		$ 3,746.60		$ 996.31		$ -		$ (7,734.95)				
Main CO #002	$ 9,581.67		$ -		$ 25,232.93		$ 7,040.00		$ -		$ 41,854.60				
Main CO #003	$ 2,854.50		$ -		$ 1,588.83		$ 11,738.40		$ -		$ 16,181.73				
Main CO 004	$ -		$ -		$ 4,512.20		$ 8,507.26		$ -		$ 13,019.46				
Main CO 005	$ -		$ -		$ -		$ 6,316.61		$ -		$ 6,316.61				
Main CO 006	$ -		$ -		$ 14,144.90		$ 18,817.83		$ 1,577.70		$ 34,540.43				
Main CO 007	$ 1,113.20		$ -		$ 23,435.60		$ 29,691.48		$ -		$ 54,240.28				
Main CO 008	$ -		$ -		$ -		$ 33,198.35		$ -		$ 33,198.35				
Main CO 009	$ 435,747.96		$ -		$ -		$ 19,541.16		$ -		$ 455,289.12				
Main CO 010	$ -		$ -		$ 130,724.44		$ -		$ -		$ 130,724.44				
Main CO 011	$ 49,813.84		$ -		$ -		$ 29,448.17		$ -		$ 79,262.01				
Main CO 012	$ 10,710.74		$ -		$ -		$ 3,776.30		$ -		$ 14,487.04				
Main CO 013	$ 4,439.32		$ -		$ -		$ 6,932.20		$ -		$ 11,371.52				
Main CO 14	$ 6,286.52		$ -		$ -		$ 4,265.86		$ -		$ 10,552.38				
Possible Exposure	$ -		$ -		$ -		$ -		$ -		$ -				
Totals:	**$ 493,989.93**	4%	**$ 14,079.96**	0%	**$ 203,385.50**	2%	**$ 180,269.93**	2%	**$ 1,577.70**	0%	**$ 893,303.02**		**$**	**893,303.02**	7.7%
Total Contract Amount with Adjustments													**$**	**12,547,303.02**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Francine and Murray Farber Educational Campus
2309 Tulare Street, Fresno CA 93721
Fresno, CA 93704

CHANGE ORDER No. :	**010**
DSA File No. :	10-H8
Application No. :	02-118895

CONTRACTOR :
Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. :	19-33
FUSD BID/CONTRACT No. :	22-21
CONTRACTOR P.O. No. :	751875

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

The original Contract Sum was	$	47,847,268.00
Net change by previously authorized Change Orders	$	2,440,173.02
The Contract Sum prior to this Change Order was	$	50,287,441.02
The Contract Sum will be adjusted by	$	184,864.00
The new Contract Sum, including this Change Order will be	$	50,472,305.02
The Contract Completion date prior to this Change Order was		28-Apr-24
The Contract Time will be adjusted by	0	
The new Contract Completion date, including this Change Order is therefore		28-Apr-24

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

Recommended by:	***Accepted by:***	***Authorized by:***
SIM-PBK.	Davis Moreno Construction	**Fresno Unified School District**
7790 N. Palm Avenue	4720 N. Blythe Avenue	4600 N. Brawley
Fresno, CA 93711	Fresno, CA 93722	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Michael Schoen	By: Stephen Davis	By: Alex Belanger
Date: 5/2/2024	Date: 5/6/2024	Date: 5/8/24

Fresno Unified School District

CHANGE ORDER

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

Item 10-1

DESCRIPTION OF CHANGE:
Provide water service to domestic water booster pump in the chiller yard

REASON FOR CHANGE:
Project documents did not show the domestic water booster pump tying into the water main

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
CCR #119, RFI #252

Amount of this Change Order Item:	**Increase**	**$**	**32,628.92**
Time adjustment by this Change Order Item:	**Increase**		0

Item 10-2

DESCRIPTION OF CHANGE:
Provide offsets to new 16" water main line to avoid conflicts with existing water, fiber, telephone, gas, irrigation and fire water line lateral utilities. Including additional AC paving patching and christy box valve, vault, and lid reorientation. And additional crew standby time and additional traffoic control implements set up/tear down cost.

REASON FOR CHANGE:
Replacement of the new 16" City of Fresno water main line encountered conflicts with existing service utilities that needed to be rerouted.

CHANGE CATEGORY:
Governing agency required change after document approval.

DOCUMENT REFERENCE:
CCR # 125, 127, 129, 135 & 138-R1, 140,141,148

Amount of this Change Order Item:	**Increase**	**$**	**152,235.08**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 184,864.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0**

***** End of CHANGE ORDER *****

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Francine and Murray Farber Ed. Campus*

DSA #: 02-118895

BID #: 22 - 21

Date: 05/03/24

Contractor: Davis Moreno

Architect: PBK Architects

Change Order: # 010

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 47,000,000.00	$ 47,000,000.00
		$ -
Additive Alternate 1:	$ 103,299.00	$ 103,299.00
Additive Alternate 2:	$ 721,593.00	$ 721,593.00
Additive Alternate 3:	$ 22,376.00	$ 22,376.00
Additive Alternate 4:		$ -
Total Agreement Amount:		**$ 47,847,268.00**

Contract Adjustments:

Total Contract Amount $ 47,847,268.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO # 001	$ 3,189.64		$ -		$ 5,477.09		$ 13,449.21				$ 22,115.94		
CO # 002	$ 1,836.15		$ 7,966.96		$ -		$ 117,293.39		$ -		$ 127,096.50		
CO # 003	$ 63,617.04		$ -		$ -		$ 32,718.73		$ 33,673.66		$ 130,009.43		
CO # 004	$ 96,114.69		$ 19,715.09		$ -		$ 17,551.54		$ 406,708.12		$ 540,089.44		
CO # 005	$ 19,076.54		$ -		$ -		$ 200,745.72		$ -		$ 219,822.26		
CO # 006	$ 35,590.18		$ -		$ 28,431.56		$ 226,114.03		$ -		$ 290,135.77		
CO #007	$ 75,146.35		$ -		$ -		$ 302,237.26		$ -		$ 377,383.61		
CO #008	$ 13,317.71		$ 2,359.56		$ 381.76		$ 302,117.32		$ -		$ 318,176.35		
CO #009	$ 247,575.17		$ 113,743.93		$ -		$ 35,815.42		$ 18,209.20		$ 415,343.72		
CO #010	$ -		$ 152,235.08		$ -		$ 32,628.92		$ -		$ 184,864.00		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ 555,463.47**	1%	**$ 296,020.62**	1%	**$ 34,290.41**	0%	**$ 1,280,671.54**	3%	**$ 458,590.98**	0.5%	**$ 2,625,037.02**	**$ 2,625,037.02**	5.5%
Total Contract Amount with Adjustments												**$ 50,472,305.02**	

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

PROJECT NAME:
FUSD Ericson New Multi-Purpose Building
4777 East Yale Avenue
Fresno CA 93703

CHANGE ORDER No. :	**05B**
DSA File No, :	10-48
Application No.:	02-119122

CONTRACTOR:
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722-

DESIGNER'SPROJECT No. :	2027
FUSD BID/CONTRACT No.	23-23
CONTRACTOR P.O. No. :	775008

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

The original Contract Sum was	$8,704,668.00
Net change by previously authorized Change Orders	$111,505.95
The Contract Sum prior to this Change Order was	$8,816,173.95
The Contract Sum will be adjusted by	$55,690.46
The new Contract Sum including this Change Order will be	$8,871,864.41
The Contract Completion date prior to this Change Order was	10/5/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	10/5/2024

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

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Davis Moreno Construction, Inc. 4720 N. Blythe Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Antonio Avila	By: Stephen Davis	By: Alex Belanger, Assoc. Sup.
Date: 5/7/2024	Date: 5/10/2024	Date:

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Ericson New Multi-Purpose Building
CHANGE ORDER NO.: 05B
DATE 5/7/2024
Project No.: 2027

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

Item 05 - 1

DESCRIPTION OF CHANGE:
The soffit at the exterior of the building will be enlarged 8-1/2". Additional sheet metal will be added to the enlarged soffit.

REASON FOR CHANGE:
The contract documents show Beam W18X35 along grid lines A.A & A.4 running flush with the soffit. However, after install it was discovered that the beam sits right below the soffit framing. In order to conceal the beam and fully adhere the framing to the deck, the soffit had to be enlarged by 8-1/2", increasing the amount of sheet metal panels needed to cover the Fascia.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 57.1 OTP 011 COR 29 COR 32

Amount of this Change Order Item:	INCREASE	$8,590.30
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 2

DESCRIPTION OF CHANGE:
Reroute the existing underground gas service feeding the Administration building out of the footprint of the new MPR.

REASON FOR CHANGE:
During demolition, an unknown gas line serving the administration building was cut. This line was rerouted around the footprint of the new multi-purpose building and a shut off valve was installed.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
SI 012.1 COR 024

Amount of this Change Order Item:	INCREASE	$18,219.30
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 3

DESCRIPTION OF CHANGE:
Repair the existing leaking water line at the southeast corner of the new multi-purpose building was repaired.

REASON FOR CHANGE:
It was discovered that an elbow at the existing water line was leaking. This line was repaired

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR 030

Amount of this Change Order Item:	INCREASE	$4,710.20
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 05 - 4

DESCRIPTION OF CHANGE:
Add circuits at Panels "CL1", "CL2"', and "CH" for exhaust fans and indoor/outdoor units.

REASON FOR CHANGE:
The contract documents did not indicate which circuits and panels were dedicated to exhaust fans EF-3C and EF-4 and indoor/outdoor units ODU-1 and ODU-2. The electrical sheets were updated accordingly to provide power to these units.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 033R RFI 63

Amount of this Change Order Item:	INCREASE	$21,494.36
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 05 - 5

DESCRIPTION OF CHANGE:
Add a shut off valve for the new multi-purpose building was added at the fire riser.

REASON FOR CHANGE:
The plans did not call for an isolation/shut-off valve to be installed at the new multi-purpose building. This was installed to prevent campus wide shut downs in the future. The valve was installed at the fire riser due to the limited amount of space around the building.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 025 RFP 06 RFI 041R

Amount of this Change Order Item:	INCREASE	$2,676.30
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$55,690.46**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

**** End of CHANGE ORDER **** *05B*

Change Order Item Detail

Project Financial Summary

Facilities Management & Planning

Project Name:	Ericson New Multi Purpose Room & Interim	**Date:**	8-May-24
DSA #:	Interim Housing: 02-120125	**Contractor:**	Davis Moreno Construction
DSA #:	New MPR: 02-119112	**Architect:**	Darden Architects
BID #:	23-23	**Change Order:**	005

Contract Summary:

Bid Award Amount(s)				
Base Bid:	Interim Housing	$ 1,541,540.00		
Additive Alternate 4:	Remove of Existing Asphalt Paving, Repair of Irrigation & Re-Seed	$ 97,078.00		
Base Bid (InteriHousing) with Add Alt 4			$	1,638,618.00
Base Bid:	New MPR	$ 8,488,010.00		
Additive Alternate 1:	Painted Mural	$ 14,076.00		
Additive Alternate 3:	Crack Fill, Stripping, and Sealing Playcourt	$ 32,691.00		
Additive Alternate 5:	AV Sound System	$ 77,724.00		
Additive Alternate 6:	Temporary Pedestrian Tunnel	$ 92,167.00		
Base Bid (Multi-Purpose) with Add Alt 1, 3, 5 & 6			$	8,704,668.00
Total Agreement Amount:			**$**	**10,343,286.00**

Contract Adjustments:

Total Contract Amount												$	10,343,286.00
Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**		
Interim Housing CO #001	$ 4,076.27		$ -		$ -		$ 44,646.50		$ -		$ 48,722.77		
Interim Housing CO #002	$ -		$ -		$ 9,640.57		$ -		$ -		$ 9,640.57		
Interim Housing CO #003	$ -		$ -		$ -		$ 14,015.10		$ -		$ 14,015.10		
Interim Housing CO #004	$ -		$ -		$ 11,018.70		$ -		$ -		$ 11,018.70		
												$	83,397.14
MOD CO #001	$ (33,125.16)		$ -		$ 17,690.92		$ -		$ -		$ (15,434.24)		
MOD CO #002	$ -		$ -		$ 13,813.53		$ 24,130.70		$ -		$ 37,944.23		
MOD CO #003	$ -		$ -		$ 53,663.72		$ -		$ -		$ 53,663.72		
MOD CO #004	$ -		$ -		$ 34,045.24		$ 1,287.00		$ -		$ 35,332.24		
MOD CO #005	$ -		$ -		$ 22,929.50		$ 32,760.96		$ -		$ 55,690.46		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
												$	167,196.41
Totals:	**$ (29,048.89)**	-0.3%	**$ -**	0.0%	**$ 162,802.18**	1.6%	**$ 116,840.26**	1.1%	**$ -**	0.0%	**$ 250,593.55**	**$**	**250,593.55** 2.4%
Total Contract Amount with Adjustments												**$**	**10,593,879.55**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Portable Project
Bullard Talent Elementary School
Fresno, CA 93702

CHANGE ORDER No. : 003

DSA File No. : 10-48

Application No. : 02-120194

CONTRACTOR :
GC Builders
3003 N. Monroe Avenue
Fresno, CA 93723

DESIGNER'S PROJECT No. : 5561

FUSD BID/CONTRACT No. : 23-64

CONTRACTOR P.O. No. : 778398

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

The original Contract Sum was	$	559,400.00
Net change by previously authorized Change Orders	$	45,325.67
The Contract Sum prior to this Change Order was	$	604,725.67
The Contract Sum will be adjusted by	$	3,902.39
The new Contract Sum, including this Change Order will be	$	608,628.06
The Contract Completion date prior to this Change Order was		8-Oct-23
The Contract Time will be adjusted by		221 Calendar Days
The new Contract Completion date, including this Change Order is therefore		16-May-24

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

Recommended by:

Integrated Designs
6011 N. Fresno St. #130
Fresno, CA 93710
ARCHITECT/ENGINEER:

By: Curtis Flynn

Date: 4/30/2024

Accepted by:

GC Builders
3003 N Monroe
Fresno, CA 93723
CONTRACTOR:

By: Gerardo Campos

Date:

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger / Asst. Sup.

Date: 4/30/2024

Fresno Unified School District

CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:
Reroute and terminate AV lines into its own terminal can.

REASON FOR CHANGE:
The project documents did not include District Standard termination can for the AV system.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	**$1,202.66**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-2

DESCRIPTION OF CHANGE:
Add district standard panic hardware to the exterior doors.

REASON FOR CHANGE:
The project documents did not include District Standard exterior door hardware.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	**$2,699.73**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 3-2

DESCRIPTION OF CHANGE:
Add 221 Calendar Days to Contract duration.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	$ -
Time adjustment by this Change Order Item:	**Increase**	221 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 3,902.39**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**221 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Bullard Talent K-8 Portable Project
DSA #: NA
BID #: 23-64

Date: 4/17/24
Contractor: GC Builders
Architect: SOMAM
Change Order: 3

Contract Summary:

Bid Award Amount(s)

Base Bid:	Portable Project	$ 559,400.00
Total Agreement Amount:		$ 559,400.00

Contract Adjustments:

Total Contract Amount $ 559,400.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO 1	$ 1,285.90		$ -		$ 1,803.00		$ 5,930.10		$ -		$ 9,019.00			
CO 2	$ -		$ -		**$ 16,733.70**		$ 14,589.97		$ 4,983.00		$ 36,306.67			
CO 3	$ -		$ -		$ -		$ 3,902.39		$ -		$ 3,902.39			
Totals:	**$ 1,285.90**	0.2%	$ -	0.0%	**$ 18,536.70**	3.3%	**$ 24,422.46**	4.4%	**$ 4,983.00**	0.9%	**$ 49,228.06**		**$ 49,228.06**	**8.8%**
Total Contract Amount with Adjustments													**$ 608,628.06**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roeding Elementary School Modernization
1225 West Dakota Avenue,
Fresno, CA 93703

CHANGE ORDER No. : 002

DSA File No. : 10-H8

Application No. : 01-119994

CONTRACTOR :
GC Builders
3366 W. Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No. : 2108

FUSD BID/CONTRACT No. : 24-16

CONTRACTOR P.O. No. : 00000791537

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

The original Contract Sum was	$	2,014,850.00
Net change by previously authorized Change Orders	$	30,554.82
The Contract Sum prior to this Change Order was	$	2,045,404.82
The Contract Sum will be adjusted by	$	8,296.36
The new Contract Sum, including this Change Order will be	$	2,053,701.18
The Contract Completion date prior to this Change Order was		10/10/2024
The Contract Time will be adjusted by		(5) Calendar Days
The new Contract Completion date, including this Change Order is therefore		10/15/2024

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

Recommended by:

TAM Architects
6781 N. Palm Ave., #120
Fresno, CA 93704

ARCHITECT/ENGINEER:

By: Jared Ramirez, AIA

Date: 05/06/2024

Accepted by:

GCBI, Inc. DBA GC Builders
3366 W. Sussex
Fresno, CA 93722

CONTRACTOR:

Gerardo Campos

By: Gerardo Campos, President

Date: 05-07-24

Authorized by:

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

OWNER

By: Alex Belanger | Asst. Sup.

Date: 5/8/24

Fresno Unified School District

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:
Re-route hydronic piping to avoid conflict with existing window at the Administration building

REASON FOR CHANGE:
Project documents showed new hydronic piping in conflict with existing window. It was necessary to revise the piping location to avoid obstructing the Administration window.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI #30

Amount of this Change Order Item:	**Increase $**	**3,670.33**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-2

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to intall timer and temperature controller aquastat combination for the Circulation Pump

REASON FOR CHANGE:
The Temperature Controller and Timer is required by energy code

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI #004

Amount of this Change Order Item:	**Increase $**	**614.38**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**-**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

CHANGE ORDER

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

Item 2-3

DESCRIPTION OF CHANGE:
Insulate and seal closure panels at two existing windows along the south side of the Admin. Remodel to mitigate sound transmission between Office spaces

REASON FOR CHANGE:
Project documents did not include the necessary wall infill at the existing windows to mitigate sound transmission between the office spaces

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI #005

Amount of this Change Order Item:	**Increase**	**$**	**1,887.43**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 2-4

DESCRIPTION OF CHANGE:
Extend the entry countertop south to the newly framed wall and relocate ADA countertop

REASON FOR CHANGE:
Project documents did not include the new framed wall aligning with the reception counter. Relocating the ADA countertop closer to the entry door will allow better accessibility and flow.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
ASI #006 & RFI #51

Amount of this Change Order Item:	**Increase**	**$**	**2,124.22**
Time adjustment by this Change Order Item:	**Increase**		5 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 8,296.36**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**5 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Roeding Administration Modernization Project

DSA #: 02-119994

BID #: 24-16

Date: 5/7/24

Contractor: GC Builders

Architect: TAM Architects

Change Order: 2

Contract Summary:

Bid Award Amount(s)		
Base Bid:		$ 2,014,850.00
Additive Alternate 1:	N/A	$ -
Additive Alternate 2:	N/A	$ -
Additive Alternate 3:	N/A	$ -
Additive Alternate 4:	N/A	$ -
Total Agreement Amount:		$ 2,014,850.00

Contract Adjustments:

Total Contract Amount $ 2,014,850.00

Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$	18,191.83		$ -		$ 6,643.78		$ 5,719.21		$ -		$ 30,554.82			
CO#002	$	-		$ -		$ -		$ 8,296.36		$ -		$ 8,296.36			
	$	-		$ -		$ -				$ -		$ -			
	$	-		$ -				$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
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	$	-		$ -		$ -		$ -		$ -		$ -			
	$	-		$ -		$ -		$ -		$ -		$ -			
Totals:	$	18,191.83	0.9%	$ -	0.0%	$ 6,643.78	0.3%	$ 14,015.57	0.7%	$ -	0.0%	$ 38,851.18	$	38,851.18	1.9%
Total Contract Amount with Adjustments													$	2,053,701.18	

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM A-51

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

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

TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion

ITEM DESCRIPTION: Included in the Board binders is a Notice of Completion for the following project, which has been completed according to plans and specifications as follows:

Bid 23-17, Fremont Elementary School Heating, Ventilation, Air Conditioning Energy Management System Replacement

For Information Only

Original contract amount:	$	905,165
Change Order(s) previously ratified:	$	19,761
Contract amount:	$	924,926

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

PREPARED BY: Ann Loorz

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

NO FEE REQUIRED
No Fee for recording in accordance with California Government Code Sections 6103 and 27383

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2024-0045156
FRESNO County Recorder
Paul Dictos, CPA
Tuesday, May 21, 2024 03:50:50 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

   (If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **April 19, 2024**
   The work done was **HVAC/EMS Replacement** **Bid No. 23-17**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Modern Air Mechanical 2200 Cooper Ave., Merced, CA 95348 **June 22, 2023**
   (IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:
   Fremont Elementary School 1005 W. Weldon Ave., Fresno, CA 93705 DSA No.: 02-120756

Date: **May 20, 2024**

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 20, 2024 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM B-52

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

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

TITLE AND SUBJECT: Discuss and Adopt Resolution 24-87: Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 05, 2024

ITEM DESCRIPTION: It is recommended that the Board Adopt Resolution No. 24-87, which calls for a $500 million Fresno Unified School District school facilities bond measure on the November 05, 2024, general election ballot. The resolution and additional documentation is included in the Board binders. Documentation includes the ballot measure abbreviated form (75 words), the ballot measure full text, and the tax rate statement.

FINANCIAL SUMMARY: Adoption of Resolution No. 24-87, and voter approval of the bond measure would authorize the district to issue $500 million in bonds for facility improvements.

PREPARED BY: Paul Idsvoog

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

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

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Agenda Item B-52

Fresno Unified School District

November 2024 Bond Resolution

Resolution 24-87: Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 5, 2024.

June 20, 2024

Resolution 24-87: District Need for Bond Funding

- Previous bonds have funded many important District projects and improved local schools
- New bond funding is needed to continue school improvements
- Community is supportive of bond measures
- Potential bond projects have been discussed
- November 2024 presidential election is the upcoming opportunity for a bond election

Resolution 24-87: Resolution Description

- Election Resolution for adoption
  - Proposition 39 bond: 55% voter approval required
  - Authorization amount: $500 million
  - Accountability: independent audits and citizens' oversight committee
- Appendix A: Full text of bond measure
  - Includes comprehensive bond project priorities
  - Appendix B: Abbreviated form of bond measure
  - 75-word voter statement to appear in ballot materials
- Appendix C: Tax rate statement
  - Estimate of tax rates based on reasonable assumptions

Recommendation

- Adopt resolution by roll call vote in support of the District's bond program (2/3 vote of Board required)
  - Resolution 24-87: Ordering an Election to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 5, 2024.

RESOLUTION NO. 24-87

RESOLUTION OF THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF SCHOOL BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 5, 2024

WHEREAS, the Fresno Unified School District (the "District") in Fresno County (the "County"), State of California (the "State"), is committed to providing quality education to its students; and

WHEREAS, many of the District's schools were built sixty to seventy years ago, and these outdated buildings need health and safety repairs in order to provide the education District students deserve in a safe, clean and modern environment, including classroom repair, renovation and construction projects; and

WHEREAS, many of the classrooms at the District's local schools are overcrowded, which hurts children's ability to reach their potential in school, especially those who are gifted or who have special needs, and improvements are needed to help the District expand overcrowded schools, so students and teachers have safe, appropriate classrooms.

WHEREAS, students who choose not to go to college need opportunities to learn valuable job skills so they can compete for good-paying jobs when they graduate high school, and the District seeks to upgrade and expand career and technical education programs.

WHEREAS, many of the District's local schools have outdated security and safety features and do not have adequate safety lighting, fencing, secure single points of entry, automatic door locks, and emergency communications systems, and additional funding is needed to make security upgrades to keep intruders out and keep local teachers and children safe.

WHEREAS, arts, music and performing arts education are vital, core subjects that help kids stay in school and give all kids another path to success, and the District is working to ensure that every student in Fresno Unified schools has access to quality arts education, with appropriate learning and performance spaces.

WHEREAS, the District has undertaken a facilities assessment and master planning process to provide a roadmap for making future improvements at schools across the District; and

WHEREAS, a local funding source is needed to enable the District to provide said facilities for its present and future students; and

WHEREAS, the Board of Education of the District (the "Board") has determined that it is necessary to address the foregoing concerns, among others, to ensure that its schools are upgraded, repaired, improved and equipped; and

WHEREAS, on November 7, 2000, the voters of the State of California approved Proposition 39 ("Proposition 39"), which amended Articles XIIIA of the California Constitution ("Article XIIIA") to allow for the levy of *ad valorem* property taxes for the payment of bonded indebtedness of a school district, community college district or county office of education approved by at least 55 percent of the voters voting on such proposition; and

WHEREAS, upon the passage of Proposition 39, the Strict Accountability in Local School Construction Bond Act of 2000, being California Education Code Section 15264 and following (the "Strict Accountability Act"), became operative; and

WHEREAS, in order to address the facilities needs of the District as described herein, in the judgment of the Board, it is advisable to call an election pursuant to the Strict Accountability Act to submit to the electors of the District the question whether bonds of the District shall be issued and sold pursuant to the authority of Article XVI Section 18 of the California Constitution and Article XIIIA (together with the Strict Accountability Act, the "Law") for the purposes authorized by the Law and as described in Appendix A hereto (the "Full Text of the Bond Measure"); and

WHEREAS, in developing the facilities projects set forth in the Full Text of the Bond Measure, in accordance with the Law the Board has evaluated safety, class size reduction, and information technology needs of the District; and

WHEREAS, a measure presented to District voters pursuant to the Law will have transparency in spending in the form of public disclosure of all spending, annual independent financial and performance audits, and independent citizens oversight; and

WHEREAS, under the Strict Accountability Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election, upon a two-thirds vote of the Board; and

WHEREAS, the Board wishes to call an election in the District pursuant to the Law on November 5, 2024, which is the date of the statewide general election, and pursuant to Education Code Section 15121 and Elections Code Section 10400 and following, to request consolidation with any and all other elections held in the District on such date, and to request the Fresno County Registrar of Voters (the "County Registrar") to perform election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the Fresno County Assessor; and

WHEREAS, the District has prepared a Tax Rate Statement in the form attached as Appendix C hereto to provide voters with information about estimated tax rates and other factors in accordance with Elections Code Section 9400 and following; and

WHEREAS, pursuant to United States Income Tax Regulations Section 1.150-2, the Board wishes to declare its official intention at this time that if the measure submitted

to voters hereunder is successful and bonds are issued pursuant to such measure, that it intends to reimburse from said bond proceeds any expenditures made by the District prior to the date of issuance of said bonds for the purposes described in the measure;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE FRESNO UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in the maximum principal amount of $500 million for the purposes described in the ballot measure approved under Section 4 and attached hereto as Appendix A (Full Text of Bond Measure) and Appendix B (Abbreviated Text of Bond Measure), and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the "specifications of the election order" pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be November 5, 2024, and such bond election shall be held solely within the boundaries of the District. The boundaries of the District have not changed since the District's last election.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, a full copy of which is attached hereto as Appendix A and marked "Appendix A – Full Text of Bond Measure," containing the question of whether the District shall issue general obligation bonds for the purposes stated therein, together with the accountability requirements of Article XIIIA and the requirements of Section 15272 of the Strict Accountability Act. The Full Text of the Bond Measure, which commences with the heading "FULL TEXT OF BOND MEASURE" and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure by the County elections official.

As required by Education Code Sections 5322 and 15122, Elections Code Section 13247, and in accordance with Elections Code Section 13119, the abbreviated statement of the measure to appear on the ballot is attached hereto as Appendix B and is marked as "Appendix B – Abbreviated Form of Bond Measure." The abbreviated form of the measure is merely an abbreviation of the Full Text of the Bond Measure and is subject to a word count limitation of seventy-five words or less. The Board urges voters to review the Full Text of the Bond Measure and the Tax Rate Statement (see Section 11) to obtain a complete understanding of the terms of the measure including the financial projections and estimates upon which the measure is based.

The President of the Board and the Superintendent are hereby separately authorized and directed to make any changes to the text of the bond measure as described herein to conform to any requirements of the Law or the County Registrar, to changes in applicable legal provisions, to address word count limitations, and upon the advice of its legal counsel. Any such changes shall be directed in writing by the Superintendent to the County Registrar.

Section 5. Authority for Election. The authority for ordering the election is contained in Section 15264 *et. seq.* of the Education Code, Article XVI Section 18(b) of the California Constitution and paragraph (b) subsection (3) of Article XIIIA. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 6. Proceeds for School Facilities Projects. The Board certifies that the proceeds from the sale of the bonds will be used only for the purposes specified in Article XIII A, Section 1(b)(3) as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIIIA, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIIIA, Section 15278 of the Strict Accountability Act, and Government Code Section 53410, in the event 55 percent of the voters voting in the District approve of the Bonds, the Board shall:

(a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;

(b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;

(c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Strict Accountability Act;

(d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;

(e) cause the creation of accounts into which bond proceeds shall be deposited; and

(f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 8. State Matching Funds. The Board hereby finds that some of the projects identified on the Full Text of the Bond Measure may require state matching funds for completion. As such, the statement required by Education Code Section 15122.5 has been included in the Full Text of the Bond Measure attached hereto which shall be reproduced in the sample ballot. The Board will prioritize the facilities projects and cannot guarantee that funds raised by this measure and state matching funds, if such funds become available, will be sufficient to address each of the identified projects.

Section 9. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the County Registrar, and (2) the Fresno County Clerk of the Board of Supervisors (the "Clerk of the Board") for purposes of

consolidation pursuant to Elections Code Section 10403. The Resolution shall be received by the County Registrar and the Clerk of the Board no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the Full Text of the Bond Measure in the ballot materials as it appears on Appendix A hereto and to provide all required notices of the election and other notices related thereto. With respect to the Tax Rate Statement attached as Appendix C, in accordance with Elections Code Section 9405, the Board of Education adopts the procedures identified in said Section.

Section 10. Consolidation of Election; Request to Provide Services. The County Registrar and the Fresno County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the District.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Fresno County is requested to permit the County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Fresno County in full upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and Tax Rate Statement (described in Section 9401 of the Elections Code).

Section 11. Approval of Tax Rate Statement. Pursuant to Elections Code Section 9400 and following, a Tax Rate Statement has been prepared in the form attached hereto as Appendix C, which form of Tax Rate Statement is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby separately authorized and directed to execute the Tax Rate Statement, and to file said Statement with the County Registrar.

Section 12. Ballot Arguments. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized, at their option, to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument, each of which if filed shall be filed within the time frame established by the County Registrar.

Section 13. Maturity Limit of Bonds. The Bonds may be issued in one or more series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Strict Accountability Act, under the provisions of Section 53506 *et seq.* of the California Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 14. Estimates Included in Ballot Materials. The measure authorized by this Resolution includes information presented to voters with respect to the estimated amount of money required to repay issued bonds, the estimated rate of the approved tax rate per $100 or $100,000 of assessed valuation (*ad valorem* tax), and the estimated duration through which the proposed tax supporting bond repayment will be levied and collected, among others. Any such estimates have been provided by the District in good faith based upon information currently available to the District, but depend on numerous variables which are subject to variation and change over the term of the District's overall

facilities and bond financing plan. Such estimates and approximations are not intended by the Board, and shall not be interpreted or construed as additional restrictions on the District's bond program, bond issuances and related tax rate, and, other than the total principal amount of bonds authorized to be issued by the bond measure, do not represent legal maximums or additional limitations beyond applicable legal requirements. Furthermore, the abbreviated and condensed statement of the bond measure set forth in Appendix B, limited by State law to 75 words or less, does not limit the scope and complete meaning provided in the Full Text of the Bond Measure, set forth in Appendix A.

Section 15. Engagement of Professional Services. The firm of Keygent LLC is hereby designated to act as financial advisor to the District, and the firm of Jones Hall, A Professional Law Corporation, is hereby designated as bond counsel to the District, in connection with the election proceedings authorized under this Resolution and the issuance of any bonds in the event such election is approved by the requisite percentage of voters. Said firms shall be engaged upon the terms and conditions upon which they have been engaged in connection with prior general obligation bond issues of the District.

Section 16. Official Actions. The President of the Board, the Superintendent and the Chief Operations and Classified Labor Management Officer are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the Tax Rate Statement, to conform to any legal requirements or the County Registrar, in order to cause the election to be held and conducted in the District.

Section 17. Effective Date. This resolution shall take effect on and after its adoption.

* * * * * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Fresno Unified School District of Fresno County, being the Board authorized by law to make the designations therein contained by the following vote, on June 20, 2024.

AYES: 7 - Member Claudia Cazares, Member Veva Islas, Member Elizabeth Jonasson Rosas, Member Andy Levine, Member Keshia Thomas, Clerk Valerie Davis and President Susan Wittrup

NOES: 0

ABSTAIN: 0

ABSENT: 0

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

Susan Wittrup

President of the Board of Education
Fresno Unified School District

I, Valerie F. Davis, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 20th of June, 2024, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 20th of June, 2024.

Clerk of the Board of Education
Fresno Unified School District

[2/3 vote of Board required for approval]

APPENDIX A

FULL TEXT OF BOND MEASURE

The full text of bond measure to be printed in the election material begins below the following line. Letter designation of measure shall be assigned and input by the County Registrar.

FRESNO UNIFIED SCHOOL DISTRICT MEASURE ____
FULL TEXT OF MEASURE

BOND AUTHORIZATION

By approval of this measure by at least 55 percent of the registered voters voting on the measure, the Fresno Unified School District will be authorized to issue and sell bonds of up to $500 million in aggregate principal amount at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List described below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIIIA, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The School Board has identified detailed facilities needs of the District and has determined which projects to finance from a local bond. The School Board hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List shown below.

Independent Citizens' Oversight Committee. Following approval of this measure, the School Board will establish an Independent Citizens' Oversight Committee, under Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The Oversight Committee will be established within 60 days of the date when the results of the election appear in the minutes of the School Board. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the Oversight Committee. The School Board may determine that its existing Oversight Committee which oversees the expenditure of bond proceeds of prior bond measures of the District shall simultaneously serve as the Oversight Committee for this bond measure.

Performance Audits. The School Board will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

Financial Audits. The School Board will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Bond Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Fresno County Treasurer, as required by the California Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the Board of Education of the District not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO ADMINISTRATOR OR TEACHER SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), those being for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

Voters are informed that any estimates or projections in this bond measure and related ballot materials, including relating to estimated rates of *ad valorem* property taxes, the duration of issued bonds and related levies and collections of *ad valorem* property taxes are provided as informational only. Such amounts are estimates and are not maximum amounts or limitations on the terms of the bonds, the tax rate or the duration of the levy supporting repayment of issued bonds. Such estimates depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, timing of project needs and changes in assessed valuations in the District. As such, while such estimates and approximations are provided based on information currently available to the District and its current expectations, such estimates and approximations are not limitations and are not binding upon the District. In addition, the abbreviated and condensed statement of the bond measure presented to voters on the ballot label which is subject to a word count

limitation imposed by State law does not limit the scope and complete meaning of the measure provided in this Full Text of the Bond Measure and related ballot materials.

BOND PROJECT LIST

Scope of Projects. Bond proceeds will be expended to repair, modernize, upgrade, renovate, remodel, construct, acquire, replace, equip, furnish, rebuild and otherwise improve educational and support facilities within the District. Projects described below may include all related and incidental costs, including their share of the costs of the election and bond issuance and costs of design, engineering, architect and other professional services, design review, inspections, site preparation, utilities, landscaping, construction management and other planning, regulatory, legal, accounting and similar costs, independent annual financial and performance audits, a customary construction contingency, and other costs incidental to and necessary for completion of the projects.

Bond proceeds may also be expended to acquire real property (or any interest in real property) for future educational and support facilities and to acquire and install furniture, fixtures and equipment at any classrooms and other educational and support facilities within the District. The District may alter the scope and nature of any of the specific projects described below as required by conditions that arise during the course of design and construction.

School Facility Project List. Whenever specific items are included in the following list, they are presented to provide examples and are not intended to limit the generality of the broader description of authorized projects. The order in which projects are listed is not intended to indicate priority for funding or completion.

PROJECTS THAT MAY BE FINANCED FROM BOND FUNDS

- Upgrade/build/renovate/expand/equip classrooms and school facilities
- Upgrade/build/renovate/expand/equip classrooms, labs and other facilities for career technical education programs
- Upgrade/build/renovate/expand/equip classrooms, labs and other and facilities for science and technology programs
- Build new classrooms/facilities to replace portables, and to accommodate enrollment changes and growth, expanded programs, and student support services
- Remove unneeded portable classrooms from school campuses
- Upgrade/build/renovate/expand/equip early learning facilities including restrooms
- Upgrade/build/renovate/expand/equip classrooms and support facilities to serve the academic, physical and social-emotional needs of students with disabilities and to promote inclusion
- Upgrade/build/renovate/expand/equip facilities that provide individualized education programs to help keep students in school and on target to graduate, including online and personalized learning, credit recovery, independent study, and General Education Diploma programs

- Upgrade/build/renovate/expand/equip libraries, cafeterias, theaters, music spaces, performance and lecture spaces, specialty program classrooms, and student support services and administrative offices
- Upgrade/build/renovate/expand/equip facilities, stages, curtains, lighting, and sound systems for visual and performing arts programs
- Upgrade/build/renovate/expand/equip facilities for college and career counseling
- Install/upgrade/repair/replace district and classroom technology including network and internet infrastructure and associated electrical systems
- Install/upgrade/repair/replace emergency and non-emergency communications systems and equipment
- Install/upgrade/repair/replace multimedia systems and equipment
- Improve school safety and security by installing/improving access and perimeter control, security systems including cameras, fire alarm and suppression systems, student drop-off and pick-up zones, lighting, door locks, storage, fencing and gates, pedestrian improvements, parking areas, and by making repairs to ensure safe buildings and grounds
- Perform repairs and deferred maintenance on a periodic or emergency basis, including but not limited to projects involving heating, ventilation, air conditioning, concrete, asphalt, electrical systems, grounds, flooring, metal trades, painting, paving, plumbing, roofing, signal systems, wall and window systems, structures, and hazardous materials removal/remediation.
- Upgrade/build/renovate/expand/equip restroom facilities for students, staff and visitors
- Upgrade/build/renovate/expand/equip athletic fields and facilities, including artificial turf, renovate/improve/expand/replace stadiums, gyms, bleachers, locker rooms, wrestling rooms, weight rooms, dance rooms, swimming pools, indoor and outdoor tennis and other athletic courts, athletic lighting, shade covers, storage facilities, classroom and office space, and other related facilities for physical education and athletics
- Upgrade/build/renovate/expand/equip outdoor areas for student assembly, dining and performance including shade structures, covered walkways, and patios
- Upgrade/build/renovate/expand/equip school-based health and wellness centers
- Upgrade/build/renovate/expand/equip facilities to accommodate and encourage family and community involvement, and to provide opportunities for families and community members to obtain workplace skills and knowledge
- Install/upgrade/repair/replace heating, ventilation and air conditioning systems, electrical systems, plumbing, water, gas, sewer, irrigation systems and infrastructure
- Install/upgrade/repair/replace building systems, structural, architectural, roofs, doors and windows, window security systems, and window coverings
- Install/upgrade/repair/replace energy management controls, solar energy devices, and other energy efficiency technology/equipment for increased resource conservation and utility savings

- Build/improve off-site facilities required for District projects including but not limited to streets, approaches, sidewalks, easements, stormwater flood control and sewer system improvements
- Upgrade/build/renovate/expand/equip facilities for community use including green and blue spaces
- Upgrade/build/renovate/expand/equip facilities to provide statutory compliance with the Field Act (seismic upgrades), Americans with Disabilities Act (accessibility), and Title IX (gender equity), and other regulatory provisions
- Special education improvements, including facilities for access, inclusion and feeder alignment, confidential student service facilities and social-emotional student support facilities
- Provide matching funds to leverage state funding for eligible projects through the California School Facility Program or any successor state program
- Any and all projects that construct, repair, modernize, upgrade, renovate, remodel, acquire, replace, install, equip, furnish, rebuild, expand and otherwise improve District educational and support facilities

SCHOOLS THAT MAY RECEIVE BOND FUNDING

Bond funds may be used to finance any of the projects described herein, which benefit all existing and/or future District schools, or other District educational support facilities, including but not limited to those listed below.

Elementary Schools

Addams	Greenberg	Phoenix Academy
Addicott	Hamilton K-8	Powers-Ginsburg
Anthony	Heaton	Pyle
Ayer	Herrera	Robinson
Aynesworth	Hidalgo	Roeding
Bakman	Holland	Rowell
Balderas	Homan	Slater
Bethune Charter	Jackson	Starr
Birney	Jefferson	Storey
Bullard Talent K-8	King	Sunset
Burroughs	Kirk	Tatarian
Calwa	Kratt	Thomas
Centennial	Lane	Turner
Columbia	Lawless	Vang Pao
Dailey Charter	Leavenworth	Viking
Del Mar	Lincoln	Vinland
Easterby	Lowell	Wawona K-8
Eaton	Malloch	Webster
Ericson	Manchester	Williams
Ewing	Mayfair	Wilson
Figarden	McCardle	Winchell
Fremont	Muir	Wishon
Gibson	Norseman	Wolters
	Olmos	Yokomi

Middle Schools

Ahwahnee	Gaston	Tenaya
Baird 5-8	Kings Canyon	Terronez
Computech	Scandinavian	Tioga
Cooper 6-8	Sequoia	Yosemite
Fort Miller	Tehipite	

High Schools

Bullard	Edison	Patiño
CART	Farber	Phoenix Secondary
Design Science	Fresno	Rata
DeWolf	Fulton	Roosevelt
Duncan	Hoover	Sunnyside
	McLane	

Other Schools/Facilities

Lori Ann Infant Program
Dolores Huerta Early Learning Center
Adult Transition Program
Chavez Adult School
LaVera Williams Early Learning Center
Sunnyside Ag Farm
Non-School District-Owned Facilities

Furnishing and Equipping; Incidental Expenses. The bond projects described in this Bond Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above.

Examples of incidental costs include, but are not limited to: costs of design, engineering, architect, legal and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, construction management by third parties, general contractors and/or District personnel, and other planning and permitting, environmental review, rezoning and municipal license fees if any, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; all federal, state and locally-mandated safety upgrades; the costs of new or expanded infrastructure; the cost of providing parking and other facilities to accommodate new or expanded facilities; addressing any unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; complying with all access requirements of the Americans with Disabilities Act and similar laws and regulations; costs of the election; project construction oversight, management and

administration during the duration of such projects, including by District personnel, and bond issuance costs.

Changes in Scope; New Construction. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction or based on other factors that the District Board determines require an adjustment to the scope and nature of the projects. Furthermore, the District Board may determine that a project identified as modernization or renovation may be undertaken as new construction if it is more economical for the District or if the Board determines that there are compelling factors that result in new construction being in the best interests of the District and its students. The authority for new construction extends to land acquisition, relocation, expansion and construction and/or reconstruction, similar purchases, and all costs relating thereto. In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests, required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities. Each of the foregoing sentences has independent value and is not conditioned on any of the other sentences in this section.

Factors Impacting Project Implementation; No Guarantee All Projects Addressed. Many factors which the District cannot predict or control may impact its ability to address each of the projects, including but not limited to construction cost issues, supply chain issues which can cause project delays, labor shortages, and unknown environmental factors or site conditions, among others. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed. Approval of this bond measure does not guarantee that all of the projects on the Bond Project List will be funded beyond what can be completed with funds generated by this bond measure. As stated below, the Board is vested with the authority to identify project prioritization within the scope of available funding sources.

Interim Financing Included. Authorized projects include reimbursements for project costs previously paid by the District, and paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes or lease financings including certificates of participation relating to facilities projects and/or equipment previously financed.

Joint Use Projects Authorized. Projects on this list may be undertaken and used as joint use projects with other public agencies.

Project List Not in Order of Priority; Board Determines Prioritization. Approval of the District's bond measure does not guarantee that all of the identified projects within this Bond Project List will be funded beyond what can be completed with local funds generated by the bond measure and does not guarantee that the projects will be completed in any particular order. The order in which school facilities projects are listed above does not suggest an order of priority. Project priorities will be determined by the District Board.

Interpretation. The terms of this Bond Measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIIIA, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict

Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The District Board hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

The Full Text of Bond Measure ends above the line.

APPENDIX B

ABBREVIATED FORM OF BOND MEASURE

FRESNO UNIFIED SCHOOL DISTRICT SAFETY, CLASSROOM UPGRADE/ REPAIR/ OVERCROWDING MEASURE.

To attract/retain qualified teachers; reduce overcrowding; upgrade security/fire safety; remove lead paint/asbestos; provide safe drinking water; repair deteriorating gas lines, heating/air conditioning, leaky roofs; upgrade career education classrooms/labs; shall Fresno Unified School District's measure authorizing $500,000,000 in bonds at legal rates, levying 6¢ per $100 of assessed valuation, raising $31,000,000 annually while bonds are outstanding be adopted, requiring public spending disclosure, oversight, all funds used locally?

Bonds—Yes Bonds—No

APPENDIX C

TAX RATE STATEMENT
REGARDING PROPOSED

$500,000,000
FRESNO UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS

An election will be held in the Fresno Unified School District (the "District") on November 5, 2024, to authorize the sale of up to $500 million of bonds of the District to finance improvements to educational facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

1. The best estimate of the increase to the 2023-24 tax rate, based on a projection of assessed valuations available at the time of filing of this statement, is $25 per $100,000 of assessed valuation (or 2.5¢ per $100 of assessed valuation).

2. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is $58.20 per $100,000 of assessed valuation (or 5.82¢ per $100 of assessed valuation). The final fiscal year in which it is anticipated that the tax will be collected is 2065-66.

3. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is or $60 per $100,000 of assessed valuation (or 6.0¢ per $100 of assessed valuation). It is estimated that such rate would be levied starting in fiscal year 2026-27 through 2065-66.

4. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately $1.3 billion.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own

property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

By: _____

Interim Superintendent
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM B-53

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

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

TITLE AND SUBJECT: Discuss and Adopt the Fresno Unified School District 2024/25 Local Control and Accountability Plan

ITEM DESCRIPTION: Included in the Board Binders is the Fresno Unified School District 2024/25 Local Control and Accountability Plan (LCAP). Staff will present and the Board of Education will discuss and adopt the plan. As required by Education Code 52062, a public hearing was held on June 12, 2024, to provide an opportunity for discussion and public comment regarding the LCAP.

The LCAP is a requirement resulting from the State's formula for funding school districts, the Local Control Funding Formula (LCFF). Districts receive LCFF funds for every student, with additional funds provided for high unduplicated counts of students living in poverty, English learners, and foster youth. For Fresno Unified these categories represent roughly 89% of the total student population. As required by Education Code, districts must adopt the LCAP prior to July 01, 2024, which must coincide with the adoption of the district budget.

Outreach took place during the fall of 2023 and included meetings with labor partners, focus groups, LCAP Community Meetings, ThoughtExchanges, meetings with the Parent Advisory Committee (PAC) and the District English Language Advisory Committee (DELAC). Additionally, staff presented input received from various educational partners. During the development of the plan, drafts of the LCAP have been posted to the district website starting May 10, 2024, which reflects evolving educational partner feedback and corresponding planning of the district. The draft was presented to the PAC on May 23, 2024, and DELAC on May 30, 2024. The public hearing on both the budget and the LCAP took place at the June 12, 2024, Board meeting. The final draft of the LCAP has been updated to reflect educational partner feedback, the Governor's May Revision, and strategic budget discussions.

FINANCIAL SUMMARY: The LCAP draft can be found on the Office of State and Federal's public website prior to the meeting on June 20, 2024. This includes a draft of the LCAP Parent and Partner Guide.

PREPARED BY: Ashlee Chiarito, Ed.D.

DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-3661

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Agenda Item B-53

Fresno Unified School District



Requesting Adoption : 2024/25 Draft Local Control and Accountability Plan (LCAP)

WHAT WE WILL COVER

- LCAP Overview/Timeline
- Educational Partner Participation
- LCAP Actions
- Draft LCAP Document and Resources
- Request Adoption



LCAP PLANNING AND ENGAGEMENT TIMELINE

Key Point:

The final authority for all budget decisions at Fresno Unified School District is the Board of Education



- Plan for Engagement

- Connect with Community
- 44 Separate Opportunities

- Analyze Community Engagement Data
- LCAP Mid-Year Update and Community Input Presented to the Board of Education
- FUSD writes the LCAP Draft

- Receive Input on the Draft
- Revise and Update Draft

- Feedback from PAC And DELAC
- LCAP Public hearing
- Board of Education approves LCAP and Budget

OPPORTUNITIES FOR ENGAGEMENT



Home School Liaisons

Project Access

Community Meetings
(Regional)

Parent Engagement Hours

SAB
(Student Advisory Board)

PAC
(Parent Advisory Committee)

Fresno Housing

DELAC
(District English Learner Advisory Committee)

Bargaining Units

CAC
(Community Advisory Committee)

Community-Based Organizations
GO Public Schools

ThoughtExchange Survey
9,059 Participants

Fresno Unified School District
Achieving our Greatest Potential!

ACTIONS

STUDENT GOAL – Improve academic performance at challenging levels

ACTION #	ACTION DESCRIPTION	BUDGET
1.01	Designated School Investment	$27.5M
1.02	Additional Teacher Supply Funds	$2.0M
1.03	Middle & High School Redesign	$20.6M
1.04	Eliminate Elementary Combination Classes	$11.6M
1.05	Instructional Supports and Instructional Coaches	$33.3M
1.06	Additional Teachers Above Base Staffing	$29.3M
1.07	Additional School Site Administration above Base	$10.5M
1.08	African American Academic Acceleration	$6.1M
1.09	Early Childhood Education Developmental and Educational Supports	$19.0M
1.10	Additional Supports for Libraries	$1.3M
1.11	BASE: Analysis, Measurement, and Accountability	$5.5M
1.12	GATE (Gifted and Talented Education)/AP (Advanced Placement)/IB (International Baccalaureate)	$5.9M
1.13	Expand Alternative Education	$2.6M
1.14	Maintain Additional Services for Phoenix Community Day School	$5.7M
1.15	After School Tutoring	$71.1M

ACTIONS

STUDENT GOAL – Improve academic performance at challenging levels *(Continued)*

ACTION #	ACTION DESCRIPTION	BUDGET
1.16	Extended Summer Learning	$42.0M
1.17	All teachers are teachers of English learner (EL) students	$21.4M
1.18	Expansion of Dual Language Immersion Programs	$3.0M
1.19	BASE: Instruction	$445.0M
1.20	BASE: Professional Learning	$47.8M
1.21	BASE: Technology Access and Support	$23.4M
1.22	BASE: Early Learning	$1.4M
1.23	High Quality School Site Health Services	$17.7M
1.24	Upgrading Access to Technology	$3.2M
1.25	Student Technology Access and Annual Refresh	$16.6M
1.26	Regional Instructional Managers	$2.9M
1.27	Early Interventions	$4.0M
1.28	Supports for Foster Youth / Project Access	$2.2M
1.29	Supports for Homeless Youth	$2.5M
1.30	BASE: Special Education	$231.1M

ACTIONS

STUDENT GOAL – Expand student-centered and real-world learning experiences

ACTION #	ACTION DESCRIPTION	BUDGET
2.01	Linked Learning, ROP, and CTE Pathway Development	$29.8M
2.02	CTE STEM PK-6 Kids Invent!	$1.5M
2.03	Men's and Women's Alliance	$1.8M
2.04	School Counselors & Resource Counseling Assistants	$19.9M

ACTIONS

STUDENT GOAL – Increase student engagement in their school and community

ACTION #	ACTION DESCRIPTION	BUDGET
3.01	Increase School Allocations for Athletics	$16.0M
3.02	District-Funded Educational Enrichment Trips	$4.5M
3.03	District Arts Collaborative Project	$0.1M
3.04	Increased Funding for Music	$25.6M
3.05	Student Peer Mentor Program	$0.7M
3.06	Social Emotional Supports	$0.9M
3.07	School Climate and Culture Expansion	$8.5M
3.08	Restorative Practices / Relationship Centered Schools	$3.8M
3.09	BASE: Diversity, Equity, and Inclusion/Department of Prevention and Intervention	$18.4M
3.10	Campus Climate and Culture Teachers	$1.3M
3.11	Home School Liaisons	$5.7M
3.12	Mental Health Supports	$11.3M
3.13	Transportation Services	$2.5M
3.14	Decrease Suspension Rate to Increase Attendance and Academic Success	$0.0M
3.15	Campus Safety Assistants	$7.6M
3.16	Diversity, Equity, and Inclusion	$3.1M

ACTIONS

STAFF GOAL – Increase recruitment and retention of staff reflecting the diversity of our community

ACTION #	ACTION DESCRIPTION	BUDGET
4.01	BASE: Recruitment, Selection and Retention of Human Capital	**$13.8M**

FAMILY GOAL – Increase inclusive opportunities for families to engage in their students' education

ACTION #	ACTION DESCRIPTION	BUDGET
5.01	Parent Engagement Investments	**$4.3M**
5.02	Expanded Student, Parent and Community Communication	**$1.8M**

ACTIONS

CONTRIBUTES TO ALL FRESNO UNIFIED SCHOOL DISTRICT GOALS

ACTION #	ACTION DESCRIPTION	BUDGET
6.01	School Site Allocations to be Prioritized by each School's Site Council	$25.1M
6.02	BASE: Central Office Administration	$8.6M
6.03	BASE: Business and Financial Services	$19.8M
6.04	BASE: Operational Services	$204.1M
6.05	BASE: Other Expenses	$27.8M
6.06	One-time Recovery Resources	$64.2M
6.07	School Site Allocations to be Prioritized by each School's Site Council to support the lowest-performing student groups in red on the California School Dashboard	$7.8M

ACTIONS

Equity Multiplier Schools

Addams – SBAC ELA, SBAC Math, Suspension	$990,506
Cambridge – English Learner Progress Indicator, Graduation, College and Career	$858,930
DeWolf – Graduation	$302,099
Fort Miller – SBAC ELA, SBAC Math, Suspension	$816,826
Fresno High – SBAC ELA, SBAC Math, Graduation, Suspension, College and Career	$2,479,950
Fulton – Suspension	$50,000
JE Young – Graduation	$2,446,267
Lawless – SBAC ELA, Chronic Absenteeism, Suspension	$796,826

ACTIONS

Equity Multiplier Schools

Lowell – SBAC ELA, SBAC Math, Suspension	$425,255
Muir – SBAC ELA, SBAC Math, Chronic Absenteeism, Suspension	$630,514
Phoenix Elementary – Suspension	$74,735
Phoenix Secondary – Chronic Absenteeism, Suspension	$182,102
Turner – SBAC ELA, SBAC Math, English Learner Progress Indicator, Suspension	$728,406
Wolters – SBAC ELA, Suspension	$532,621

ACCESS LCAP DRAFT, DOCUMENTS, AND SURVEY RESULTS

To view the full LCAP Plan please visit or scan:

https://stafed.fresnounified.org/lcap/

SCAN ME!



https://www.fresnounified.org/contact-us/



Fresno Unified School District

Achieving our Greatest Potential!

NEXT STEPS

- Staff Requests Adoption
- Submission to the Fresno County Superintendent of Schools for review and approval



Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM B-54

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

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

TITLE AND SUBJECT: Discuss and Adopt the Fresno Unified School District 2024/25 Proposed Budget and Education Protection Account

ITEM DESCRIPTION: Included in the Board binders is the 2024/25 Proposed Budget which includes the multi-year projected budget for the Unrestricted General Fund. The agenda item will describe factors addressed in the 2024/25 Proposed Budget and issues affecting the multi-year projections for 2025/26 and 2026/27.

Detailed information for the 2024/25 Proposed Budget and the multi-year projections were presented and discussed at the June 12, 2024 Board of Education meeting, and a Public Hearing was held at that time. All information is available in the Board Office for review as well as posted on the district's website.

FINANCIAL SUMMARY: Noted in support material.

PREPARED BY: Kim Kelstrom

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

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

Fresno Unified School District

Agenda Item B-54



2024/25 Proposed Budget
Education Protection Account

Board of Education

June 20, 2024

Outline

- 2024/25 Governor's Proposed Budget
- Education Protection Act
- Budget Summary and Highlights
- Multi-year Summary
- Recommended Adoption

2024/25 Governor's Proposed Budget

State – Governor's May Revise

- COLA
  - 2024/25 – 1.07%
  - 2025/26 – 2.93%
  - 2026/27 – 3.08%
- STRS rates
  - 2024/25 – 19.10%
  - 2025/26 – 19.10%
  - 2026/27 – 19.10%
- PERS rates
  - 2024/25 – 27.05%
  - 2025/26 – 27.60%
  - 2026/27 – 28.00%
- Unemployment Rate
  - 2024/25 – 0.05%
  - 2025/26 – 0.05%
  - 2026/27 – 0.05%

Education Protection Account

- Proposition 55 extends personal income tax through 2030
- Tax revenues received are placed into the Education Protection Account
- Proposition 30 and Proposition 55 include several accountability measures:
  - Governing Board at a public hearing approves a spending plan
  - Funds cannot be used on administrative costs
  - Website publishing required
  - Annual financial audit
- Revenue – $221,961,858
- Usage: All funds will be used for teacher salary/benefit costs

Improve academic performance at challenging levels

Department	One-Time	Reduction/ Reassignment	Ongoing	FTE
Analysis, Measurement, & Accountability [A]	--	($0.9)	$0.5	1.0
Health Services [B]	--	($3.0)	--	9.0
School Safety & Security [C]	$0.3	--	$0.1	44.0
Emergency Response	--	($0.3)	--	(2.0)
Adult Education	--	--	--	--
African American Student Academic Acceleration	$1.3	($0.2)	--	(1.0)
Alternative Education	--	($1.6)	--	(8.2)
Instructional Division	--	($2.5)	--	(9.6)
Curriculum & Instruction [D]	$1.4	($1.6)	--	(4.5)
Psychological & Guidance	--	--	--	--
Special Education	--	($2.1)	--	33.2
Information Technology [E]	$0.1	($0.1)	$0.4	--
Enterprise Services [F]	--	($0.1)	--	(1.0)
Learner Support	--	($0.7)	$1.4	--
Total	**$3.1**	**($13.1)**	**$2.4**	**60.9**

[A] Add 1.0 FTE Executive Officer *(offset by reductions in Data Psychometrics)*
[B] Add 9.0 FTE Nurse *(Already included in Multi-Year Projections of $1.5 million)*
[C] Add 41.0 FTE Campus Safety (Already Included in Multi-Year of $2.5 million); Add 3.0 FTE Security Guards (Offset with CIS contract) – Funded by Liability
[D] Uncommit Future Textbook Reserve Balance: K-6 History – $11.4 million
[E] Increase contracts by 5% *(Already included in multi-year projections of $250,000)*
[F] Increase for system upgrades *(Already included in multi-year projections of $3.1 million)*

Increase student engagement in the school & community

Department	One-Time	Reduction/ Reassignment	Ongoing	FTE
Student Engagement	$1.2	($1.1)	--	--
Arts & Music Education	--	($0.2)	--	--
Early Learning [C]	--	($0.5)	--	(3.0)
Department of Prevention and Intervention	$4.5	($3.0)	--	(18.3)
Diversity, Equity, & Inclusion [A]	--	($0.3)	$0.2	2.0
Operational Services	--	--	--	--
Plant Operations (Custodial/Grounds) [B]	$0.2	--	$0.8	--
Facilities Management & Planning	--	--	--	--
Plant Maintenance (Trades)	--	--	--	--
Nutrition Services [C]	--	--	$0.4	6.4
Transportation	--	($1.0)	--	--
Purchasing & Warehouse	--	($0.4)	--	--
Total	**$5.9**	**($6.5)**	**$1.4**	**(12.9)**

[A] Add 1.0 FTE Executive Officer *(offset by reductions in Data Psychometrics)*
[B] Increase utilities *(Already included in Multi-Year Projections of $1.5 million)*
[C] Early Learning and Nutrition Services mainly covered by grant funds

Expand student centered & real-world learning experiences

Department	One-Time	Reduction/ Reassignment	Ongoing	FTE
Expanded Learning[(A)]	--	($1.5)	--	(2.0)
College & Career Readiness	--	($0.7)	--	(1.2)
Career Technical Education	--	($1.3)	--	(2.0)
English Learner Services	--	($0.6)	--	(4.0)
Total	**--**	**($4.1)**	**--**	**(9.2)**

[(A)] Expanded Learning mainly covered by grant funds

Increase inclusive opportunities for families to engage in their student's education

Department	One-Time	Reduction/ Reassignment	Ongoing	FTE
Communications	--	($0.1)	--	--
Parent University	--	($0.3)	--	--
Translation Services	--	--	$0.5	--
Engagement & External Partnerships	--	($0.1)	--	--
School Leadership		($1.0)	--	(1.0)
Total	**--**	**($1.5)**	**$0.5**	**(1.0)**

Increase recruitment and retention of staff reflecting the diversity of the community

Department	One-Time	Reduction/ Reassignment	Ongoing	FTE
Board Office [A]	--	--	--	--
Superintendent's Office	--	($0.3)	--	(1.0)
Deputy Superintendent's Office	--	--	--	--
Business & Financial Services	--	--	--	--
Fiscal Services	--	--	--	--
Payroll	--	($0.1)	--	(1.0)
State & Federal	--	($0.2)	--	(1.0)
Legal Services	--	--	--	--
Risk Management & Workers' Compensation	--	--	$0.3	3.0
Health Benefits & Defined Benefits	--	--	--	--
Teacher Professional Development	--	($2.5)	--	(15.0)
Human Resources	--	($0.7)	--	(4.0)
Total	**--**	**($3.8)**	**$0.3**	**(19.0)**

[A] Add election cost *(Already included in Multi-Year Projections of $35,000)*

Summary

Goal	One-Time	Reduction/ Reassignment	Ongoing	Net
Improve academic performance at challenging levels	$3.1	($13.1)	$2.4	($10.7)
Increase student engagement in the school & community	$5.9	($6.5)	$1.4	($5.1)
Expand student centered & real-world learning experiences	--	($4.1)	--	($4.1)
Increase inclusive opportunities for families to engage in their student's education	--	($1.5)	$0.5	($1.0)
Increase recruitment and retention of staff reflecting the diversity of the community	--	($3.8)	$0.3	($3.5)
Total	**$9.0**	**($29.0)**	**$4.6**	**($24.4)**

Multi-Year Summary: 2023/24 through 2026/27

Unrestricted General Fund

	Estimated 2023/24	Budget 2024/25	Projected 2025/26	Projected 2026/27
Net Reserve Change in Fund Balance	**$23.60**	**($22.10)**	**($37.62)**	**($25.42)**
Net Unrestricted General Fund Balance:	**$156.56**	**$134.46**	**$96.84**	**$71.42**
Reserve level	**8.84%**	**8.06%**	**6.05%**	**4.65%**

State Minimum Reserve for Economic Uncertainties is 2%
Board Policy 3100 – Reserve of 5% to 10% in stable times and 2% to 4% during volatile economic times

2024/25 Committed Fund Balance Allocate
Future Textbook Adoption – $11.4 million
Pandemic Learning Recovery – $64.2 million

Conclusion

- Resources prioritized to prepare college and career-ready graduates, supporting our most important work: classroom teaching and learning
- Continuing our balanced, phased-in approach to maintain financial stability

Adopt 2024/25

Proposed Budget and Education Act

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM B-55

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

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

TITLE AND SUBJECT: Discuss and Approve Annual Agreements for the 2024/25 School Year – Primary Report

ITEM DESCRIPTION: Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include, but are not limited to, the categories as follows:

- Leadership and Professional Development
- Opportunities to promote arts, activities, and athletics
- Student Achievement Outcomes
- Social Emotional Supports
- Teacher Development
- Technology

This item includes all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented as a second agenda item.

By separating the agreements in this manner, Board members with potential conflicts of interest can abstain from acting on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

Copies of the individual agreements are available upon request. Agreements will commence after Board approval and will end no later than June 30, 2025.

FINANCIAL SUMMARY: Sufficient funds have been budgeted in the 2024/25 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix.

PREPARED BY: Ashlee Chiarito, Ed.D.

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

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

Fresno Unified School District
Independent Contractor Services
June 2024 - Primary Report

AMENDED
June 17, 2024 &
June 20, 2024

BOE: June 20, 2024

	Vendor Name	Vendor Type	Principal/Department Head Approval	Instructional Superintendent/Exec. Director	Cabinet Representative	New Vendor?	School/ Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
1	Aaron L Jones	Sole Proprietor	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Professional certified CPR, First Aid, Basic Life Support training services and certifications for CTE Pathways and programs for teachers and students.	Strong Workforce Program	$ 46,490
2	Adjua Ngeena Kembah Mcneil	Sole Proprietor	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/20/2025	Kembah Educational LLC will provide comprehensive, culturally competent curriculum development, assessment development, and program evaluation support to the A4 Office.	Learning Recovery Emergency Block Grant / Expanded Learning Opportunities Program (ELOP)	$ 89,500
3	Advanced Workplace Starategies Inc	Corporation	David Chavez	David Chavez	Chief Human Resources	No	Human Resources	7/1/2024	6/30/2025	Advanced Workplace Strategies Inc. (AWSI) agrees to submit specimens to the Department of Transportation (DOT) for testing.	Human Resources/Labor Relations	$ 18,000
4	Alboum And Associates Llc	Corporation	Zuleica Murillo	Nikki Henry	Chief Information Officer	No	Translation and Interpretation Services	7/1/2024	6/20/2025	Contractor to provide specialized virtual and audio interpreting services for scheduled Individual Education Programs (IEPs) districtwide	Translation Services	$ 160,000
5	Amn Allied Services Llc	Sole Proprietor	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2024	The vendor will provide 6 ERMHS providers. Hours will not exceed 30 hours per week to provide therapy as indicated by the IEP.	Special Education	$ 583,200
6	Amn Allied Services Llc	Sole Proprietor	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	8/1/2024	6/12/2025	Speech and Language Pathologists (SLPs) and Speech Language Pathologist Assistants (SLPAs) will provide online/virtual or in-person speech and language therapy services to students.	Special Education	$ 1,679,400
7	Amplify Education Inc	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/19/2024	6/12/2025	Amplify Education will be providing four free half day onsite training sessions for Sunnyside region educators for the mCLASS DIBELS 8th edition package that is being purchased.	Learning Recovery Emergency Block Grant	$ 21,194
8	Angela Freese	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	7/1/2024	6/30/2025	Playmakers Consulting is uniquely equipped to deliver professional development, coaching, progress monitoring, and program evaluation to elevate literacy achievement.	Learning Recovery Emergency Block Grant	$ 426,000
9	Another Level Training Academy	Other	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2024	6/30/2025	Professional Development: Writing Workshop, Program Impact Report, Curriculum Development, Assessments, Data Analytics and Writing Group Activity	African American Student Academic Accelaration	$ 375,408
10	Az Language Llc	Partner	Zuleica Murillo	Nikki Henry	Chief Information Officer	No	Translation and Interpret Serv	7/1/2024	6/30/2025	Contractor will training and develop interpreting staff in simultaneous, and consecutive interpretation specific to Individualized Education Programs (IEP) and continued language development.	Translation Services	$ 15,000
11	Baayan Bakari	Corporation	Natasha Baker	Natasha Baker	Chief Academic Officer	No	Chief Academic Office	7/1/2024	6/30/2025	Provide unlimited access for FUSD middle schools and specifically selected elementary schools to the complete suite of Ethnic Studies curriculum called We Are All Contributors.	IASA:Title I Basic Grants Low	$ 115,000
12	Barobo, Inc.	Corporation	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/30/2025	The proposed project will continue a pilot implementation of the C-STEM Program at Fresno USD during the 2024-2025 academic year.	African American Student Academic Accelaration	$ 77,804
13	Beach Cities Learning, Llc	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Learn Academy is a Non-Public School that provides services from the Seventh grade - age 22 for students with intensive social emotional and behavioral needs.	Special Education	$ 1,938,600
14	Benedict College	Other Non-Profit Org	Nancy Witrado	Natasha Baker	Chief Academic Officer	No	College Readiness	7/1/2024	6/30/2025	HBCU Step Up Program Dual Enrollment Tuition and instruction.	IASA: Titlte I Basic Grants Low	$ 61,500
15	Bethesda Apostolic Church,Inc	Church/Religious Org	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2024	6/30/2025	Lease Agreement	Purchasing Services	$ 30,000
16	Betterlesson, Inc.	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	7/1/2024	6/27/2025	An agreement between Better Lessons and McLane Region for professional development support for paraprofessionals aimed to equip them with the skills to effectively manage classroom dynamics.	Learning Recovery Emergency Block Grant	$ 152,000
17	~~Bnp Ventures Llc~~	~~LLC Filing as Solo Proprietor~~	~~Wendy Mcculley~~	~~Wendy Mcculley~~	~~Chief Engagement~~ & ~~External~~	~~No~~	~~Engagement~~ & ~~External~~ Partnerships	~~7/1/2024~~	~~6/30/2025~~	~~Vendor will provide strategic advising and guidance on implementation for prioritized initiatives in technology and mental health during the 2024-25 fiscal year.~~	~~External Partnership~~	~~$ 50,000~~

AMENDED
June 20, 2024

	Vendor Name	Vendor Type	Principal/Department Head Approval	Instructional Superintendent/Exec. Director	Cabinet Representative	New Vendor?	School/ Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
18	Ca Fire Fighter Jt Appshp Prog	Corporation	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2024	CA Firefighter Joint Apprenticeship is state-approved apprenticeship training program by CA Community Colleges Chancellors Office; Fresno Unified is the local educational agency for the program.	Apprenticeship Program	$ 1,526,518
19	Caeton Enterprises Inc	Corporation	Stacey Sandoval	Patrick Jensen	Chief Financial Officer	No	Benefits & Risk Management	7/1/2024	6/30/2025	The services provided are related to claim/litigation management support.	Liability/Property ISF	$ 84,600
20	California Child Care Resources & Referral Network	Other Non-Profit Org	Stacey Sandoval	Patrick Jensen	Chief Financial Officer	No	Benefits & Risk Management	7/1/2024	6/30/2025	Professional learning and technical assistance on dual language learner strategies for home-based early learning and care providers. Services measured by attendance records and feedback surveys.	Dual Language Learners Professional Development Grant	$ 84,600
21	Calvin Crest Camp		Joe DiFilippo	Natasha Baker	Chief Academic Officer	No	Instructional Division	8/12/2024	6/9/2025	Calvin Crest will provide facilities, outdoor classroom experiences, room and board for Fresno Unified sixth grade students and staff.	Trips and Transitions	$ 350,000
22	Camp Oakhurst, Inc.	Corporation	Bryan Wells	Natasha Baker	Chief Academic Officer	No	Instructional Division	8/12/2024	6/9/2025	Camp Oakhurst will provide facilities, outdoor classroom experiences, room and board for Fresno Unified sixth grade students and staff.	Trips and Transitions	$ 300,000
23	Care Solace Inc	Corporation	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention And Intervention	7/1/2024	6/30/2025	Care Solace, Inc. will link students and families to community based mental health and substance use treatment.	Elementary and Secondary School Emergency Relief III (ESSER	$ 185,000
24	Central Valley Immigrant Integration Collaborative	Other Non-Profit Org	Maiyer Vang	Nikki Henry	Chief Information Officer	No	Parent Involvement Office	7/1/2024	6/30/2025	CVIIC in conjunction with 4 other non-profit organizations, will conduct 6 free immigration legal services through workshops on Fresno Unified School campuses for the 2024-2025 academic year.	Parent University	$ 79,012
25	Central Valley Music Therapy	Sole Proprietor	Bryan Wells	Natasha Baker	Chief Academic Officer	No	Instructional Division	8/26/2024	6/30/2025	Weekly Music Therapy sessions and services for students at Addicott for 37 weeks. 333 sessions @ $125 per session = $41,625 and 5 special events at $80.00 per event = $400.00. Total: $42,025	Elementary Music	$ 42,025
26	Central Valley Training Center, Inc.	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Central Valley Training Center is a Non- Public Agency that provides post-secondary educational services for adults with at-risk behaviors that cannot be served on a FUSD comprehensive school site.	Special Education	$ 640,000
27	Centro La Familia Advocacy Services Inc	Other	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	8/19/2024	6/12/2025	Connect and/or provide recently arrived immigrants with services (victim-based intervention, immigration, public benefits). Present on culturally specific responsive services to EL Services staff.	California Newcomer Education and Well-Being Project	$ 15,000
28	Children's Services Network	Other Non-Profit Org	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Professional learning and technical assistance on dual language learner strategies for home-based early learning and care providers. Services measured by Desired Results Developmental Profile (DRDP).	Dual Language Learners Professional Development Grant	$ 100,000
29	Christopher Lee Durham	Sole Proprietor	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Web-based application for tracking and reporting work-based learning student activities for local and state reporting.	Vocational Programs: Voc & App	$ 123,540
30	Christopher Lee Durham	Sole Proprietor	Traci Taylor	Natasha Baker	Chief Academic Officer	No	Teacher Development	7/1/2024	6/30/2025	The vendor will customize the existing platform created for the District to house documentation required by the CCTC for New Teacher Support and Induction and generate automatic data report for CCTC.	Educator Effectiveness	$ 63,600
31	Civic Center Square, Inc.	Corporation	Kim Kelstrom	Patrick Jensen	Chief Financial Officer	No	Fiscal Services	7/1/2024	6/30/2025	Civic Center is to provide parking to Fresno Unified School District staff at Education/Annex	Fiscal Services	$ 19,200
32	Civic Education Center	Corporation	Pamela Taylor	Natasha Baker	Chief Academic Officer	No	Instructional Services	7/1/2024	6/10/2025	Provide job-embedded, civic education project cycle professional learning with modeling.	IASA: Title I Basic Grants Low	$ 59,000
33	~~Clear / Center For Leadership~~	~~Corporation~~	~~Armen Karamanian~~	~~Carlos Castillo~~	~~Chief Equity & Access~~	~~No~~	~~Diversity~~ Equity & Inclusion	~~7/1/2024~~	~~6/30/2025~~	~~CLEAR will provide (12) social justice leadership workshops to (6) in person and (6) virtually. Sessions will be 1 hour in duration and the first and last workshop sessions to be 2 hours in duration~~.	~~Diversity, Equity, and Inclusion~~	$ ~~40,000~~
34	Clovis Unif.Sch.Dist./Regional		Bryan Wells	Natasha Baker	Chief Academic Officer	No	Instructional Division	8/12/2024	6/9/2025	Sierra Outdoor School will provide facilities, outdoor classroom experiences, room and board for Fresno Unified sixth grade students and staff.	Trips and Transitions	$ 350,000

	Vendor Name	Vendor Type	Principal/Department Head Approval	Instructional Superintendent/Exec. Director	Cabinet Representative	New Vendor?	School/ Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
35	Community Connections Psychological Associates, Inc.	Corporation	Rita Baharian	Natasha Baker	Chief Academic Officer	No	Prevention and Intervention	7/1/2024	6/30/2025	Community Connections Psychological Associates, Inc. will provide culturally-infused and evidence-based suicide prevention and management trainings, workshops and consultation.	American Rescue Plan - Homeless Children and Youth II (ARP) / IASA: Title I Basic Grants Low	$ 30,500
36	Corwin Press	Other	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/1/2024	6/27/2025	2024-25 Instructional Practice Walks (IPW) consists of three professional learning sessions a year with implementation walks to practice new learning.	Regional Literacy Fund - 7435	$ 180,000
37	Corwin Press	Other	Jennifer Carr	Natasha Baker	Chief Academic Officer	No	Ahwahnee Middle School	8/1/2024	6/30/2025	Direct professional learning to teachers and administrators in support of SPSA and CSI goals in literacy and math.	ESSA: Comprehensive Support & Improvement(CSI)	$ 33,500
38	Corwin Press	Other	Kali Isom	Natasha Baker	Chief Academic Officer	No	Elementary Division III	8/5/2024	5/30/2025	Ongoing PLC+ work with Roosevelt regional principals and regional lead teachers.	IASA: Title I Basic Grants Low	$ 22,500
39	Corwin Press	Other	Courtney Curtis	Natasha Baker	Chief Academic Officer	No	Hoover High	8/1/2024	6/30/2025	Professional learning in elements of PLC + framework	IASA: Title I Basic Grants Low	$ 42,000
40	Creation Station Media Corporation	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	7/8/2024	6/27/2025	Intercultural Innovation Incorporated (I3) is committed to building capacity with FUSD educators, leaders, & students who will support the comprehensive Sunnyside regional literacy plan.	Learning Recovery Emergency Block Grant	$ 1,492,000
41	Creative Alternatives, Inc	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	8/19/2024	6/30/2025	Creative Alternatives, Inc. is a Non-Public School (NPS) that specializes in serving students who require intensive mental health and behavior support.	Special Education	$ 2,000,000
42	Cullinan Education Center	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/19/2024	6/12/2025	This is a master agreement for Cullinan Education literacy tutoring services to various sites.	Regional Literacy Fund - 7435	$ 1,293,875
43	Cullinan Education Center	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/12/2024	6/27/2025	Orton Gillingham workshops for staff professional development for various sites.	Regional Literacy Fund - 7435	$ 198,170
44	Curriculum Associates, Inc.	Corporation	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	8/1/2024	7/31/2025	Ellevation is a program management and instructional planning tool for multi-lingual learners, teachers, district and site administrators to progress monitor, facilitate reclassification workflow etc.	IASA: Title I Basic Grants Low	$ 172,913
45	Curriculum Associates, Inc.	Corporation	Carmen Rodriguez	Mist Her	Interim Superintendent	No	Research, Evaluation & Assessment	7/1/2024	6/30/2025	Data driven practices and classroom data culture with their own students using i-ready program. Educators are guided through a process of analyzing data and integrating instructional decisions.	Common Core Assessments	$ 1,579,632
46	Davis Education Inc	Corporation	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Davis Education, Inc. will provide 1 full day of planning and curriculum and 9 full school days of student experiences for students in the Law and Public Service Pathway.	Strong Workforce Program	$ 20,000
47	Deaf & Hard Of Hearing Ctr.Inc	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Provide interpreting services for student during educational day and provide translation support for extracurricular, IEP translation in addition to students during instruction.	Special Education	$ 972,000
48	Deaf & Hard Of Hearing Ctr.Inc	Corporation	Zuleica Murillo	Nikki Henry	Chief Information Officer	No	Translation and Interpretation Services	7/1/2024	6/30/2025	Contractor will provide ASL support to families as scheduled.	Translation Services	$ 30,000
49	Directed Analytics Inc	Corporation	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/30/2025	Comprehensive Support Services, ensure the seamless operation of A4's Integrated Dashboard by promptly addressing software issues, offering thorough user training, and providing responsive support.	Expanded Learning Opportunities Program	$ 145,000
50	Donald Keith Cappelluti	Individual	Jeremy Ward	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Donald Keith Cappeluti will design and produce print-ready files for the 2024-2025 Winter and Summer Camp catalogs and banners in three languages: English, Spanish and Hmong.	Expanded Learning Opportunities Program	$ 60,000
51	Education And Leadership Foundation	Non-Profit Org	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	7/1/2024	6/27/2025	The Education & Leadership Foundation (ELF) is dedicated to support the FUSD Project Kindergarten Outreach and Enrollment initiative in the Edison Region.	Learning Recovery Emergency Block Grant	$ 45,000
52	Education And Leadership Foundation	Non-Profit Org	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	8/1/2024	7/31/2025	ELF will provide 50 Inter-Act Fellows to work with groups of English Learner students to help site efforts in providing extra language support in reading, writing, speaking and listening.	IASA: Title I Basic Grants Low	$ 682,235

	Vendor Name	Vendor Type	Principal/Department Head Approval	Instructional Superintendent/Exec. Director	Cabinet Representative	New Vendor?	School/ Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
53	Education And Leadership Foundation	Non-Profit Org	Ashlee Chiarito	Patrick Jensen	Chief Financial Officer	No	State & Federal Programs	7/1/2024	6/30/2025	Attachment A Education and Leadership Foundation and Inter-Act Education		$ 1,321,247
54	Education Behavior Consultants Inc	Corporation	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention And Intervention	8/1/2024	6/30/2025	Contractor to provide Registered Behavior Technicians and Board Certified Behavior Analysts to provide direct support to students PS to 8th grade who are identified needing intensive supports.	One-Time Supplemental & Concentration	$ 675,000
55	Education Behavior Consultants Inc	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2024	Contractor will provide up to 40 Registered Behavior Technicians (RBT) and Certified Behavior Analysts (BCBA) to provide direct support students identified as needing intensive Teir III services.	Special Education - 6546	$ 3,271,000
56	Educational Resource Consult.	Corporation	Jeremy Ward	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Education Resource Consult. (ERC) will provide grant writing service to the Expanded Learning Department at Fresno Unified for After School Program grants and pilot EdSync, an online enrollment.	Expanded Learning Opportunities Program	$ 84,370
57	Educational Resource Consult.	Corporation	Darrin Person	Carlos Castillo	Chief Equity & Access	No	Deputy Superintendent	7/1/2024	6/30/2025	ERC to provide grant writing and post-award services to 19 FUSD schools for the CCSPP in 24/25. A grant proposal for 7 schools will be developed and submitted to the CDE in Rnd. 4 of CCSPP funding.	California Community Schools Partnership Program: CCSPP / Community Schools Support	$ 235,050
58	Edulead, Llc.	Sole Proprietor	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Contractor will help develop the internal capacity of the Fresno Unified School District to systematically implement, evaluate and sustain a multi-tiered system of support (MTSS).	Special Education	$ 93,600
59	Encourage Tomorrow	Other	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention And Intervention	7/1/2024	6/30/2025	Contractor will provide learning enrichment services that include individual tutoring to high school students enrolled in the Men's and Women's Alliance course.	IASA: Title I Basic Grants Low	$ 102,000
60	Eugene Ho Park	Corporation	Zerina Hargrove-Brown	Carlos Castillo	Chief Equity & Access	No	Research, Evaluation & Assessment	7/1/2024	6/30/2025	Parsec Education will develop and publish a public-facing analytics dashboard to showcase state and local data.	Analysis, Measurement & Accountability	$ 299,143
61	Every Neighborhood Partnership	Other Non-Profit Org	Matt Ward	Natasha Baker	Chief Academic Officer	No	Elementary Division III	8/5/2024	6/20/2025	Every Neighborhood Partnership (ENP) is proposing Literacy Mentoring (LM) daytime and afterschool support to run at elementary sites in the Edison Region (Addams, Columbia, King, Lincoln, Sunset).	Learning Recovery Emergency Block Grant	$ 641,105
62	Fairbank, Maslin, Maullin, Metz & Assoc Inc	Corporation	Nikki Henry	Nikki Henry	Chief Information Officer	No	Communication Information	7/1/2024	6/30/2025	KMPH Fox26 will provide commercial advertisements for key Fresno Unified information to educational partners throughout the community.	Communications	$ 40,000
63	Focus 5 Inc	Corporation	Catherine Aujero	Natasha Baker	Chief Academic Officer	No	Bullard Talent K-8	8/8/2024	6/13/2025	Eight teaching artist residencies @ $2500 each. ($20,000) Six planning days for work with teachers to plan high quality arts integrated instruction, this may include travel. ($10,000)	LCFF Supplemental & Concentration / Prop 28: Arts and Music Education	$ 32,600
64	Fresno Convention & Entertain-	Other	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	8/1/2024	6/30/2025	Fresno Convention Center will provide a venue for the dual language immersion program to facilitate a district buyback event for all DLI schools.	DI English Learner Services	$ 20,000
65	Fresno County Superintendent Of Schools	State Government	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2024	6/30/2025	E.D.G.E. Challenge Course, Academic Workshops, Social Emotional group project andCulture and Character Workshops	African American Student Academic Accelaration	$ 18,655
66	Fresno County Superintendent Of Schools	State Government	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Implement instructional practices, professional learning and coaching to support dual language learners ages 0-5 in Fresno County. Outcomes measured by Desired Results Developmental Profile.	Children's Center: Local	$ 25,000
67	Fresno Electrical Jatc	Other	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Fresno Electrical JATC is state-approved apprenticeship training program by CA Community Colleges Chancellors Office; Fresno Unified is the local educational agency for the program.	Apprenticeship Program	$ 156,929
68	Fresno Pacific University	Non-Profit Org	Darrin Person	Carlos Castillo	Chief Equity & Access	No	Deputy Superintendent	7/1/2024	6/30/2025	FPU will offer a multi-layered process to assess the assets and needs of district school sites in supporting schools to move from research to implementation as a community school.	Community Schools Support	$ 113,400

	Vendor Name	Vendor Type	Principal/Department Head Approval	Instructional Superintendent/Exec. Director	Cabinet Representative	New Vendor?	School/ Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
69	Fresno Pacific University	Non-Profit Org	Traci Taylor	Natasha Baker	Chief Academic Officer	No	Teacher Development	7/1/2024	6/30/2025	Fresno Pacific University liaison will coordinate with Fresno Unified in planning, communication, and program implementation beyond the Leadership Committee for the Teacher Residency Program.	Transition to Teaching	$ 40,000
70	Generation Changers Title 1 Comm Dev Cnt Inc	Corporation	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention And Intervention	7/1/2024	6/30/2025	The contractor will provide one-on-one and group mentoring to ensure that students have access to appropriate social emotional development and support to overcome barriers to positive outcomes.	ESSA: Comprehensive Support & Improvement(CSI)	$ 289,835
71	Gobo Llc	Corporation	Ashlee Chiarito	Patrick Jensen	Chief Financial Officer	No	State & Federal Programs	7/1/2024	6/30/2025	Gobo provides LCAP engagement materials including 2-page Lite infographics, parent & partner guide with 5000 printed booklets, power-point slides, and translations in Hmong & Spanish.	State & Federal	$ 16,098
72	Grafton School Inc	Other	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Provide mandatory safety trainings for our staff for the safety of our students.	Mental Health Related Services	$ 21,410
73	Grid Alternatives Central Valley Inc	Other Non-Profit Org	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Solar installation certification for CTE pathway students. High schools may include: DeWolf, Duncan, Hoover, Fresno, Edison and Sunnyside.	Strong Workforce Program	$ 24,500
74	Hand In Hand Enrichment Services	Other Non-Profit Org	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention And Intervention	7/1/2024	6/30/2025	Contractor will provide intensive site based mentoring services to 11 school sites. There are 11 budget lines for this contract, all of which are outlined within the attached document.	California Community Schools Partnership Program: CCSPP / LCFF Supplemental & Concentration / LCFF for English	$ 674,500
75	Hanna Interpreting Services Llc	Corporation	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	7/1/2024	6/30/2025	Newcomer students identified as needing support in languages of limited diffusion will be provided an interpreter from Hanna Interpreting services to facilitate communication.	Title III- Immigrant	$ 100,000
76	Hanover Research Council Llc	Partner	Zerina Hargrove-Brown	Carlos Castillo	Chief Equity & Access	No	Research, Evaluation & Assessment	7/1/2024	6/30/2025	Hanover will facilitate virtual focus groups that will use a semi-structured discussion guide to gather feedback to inform, compliment, and qualify the results of the Differentiated Assistance Survey.	IASA: Title I Basic Grants Low	$ 40,000
77	Hanover Research Council Llc	Partner	Zerina Hargrove-Brown	Carlos Castillo	Chief Equity & Access	No	Research, Evaluation & Assessment	7/1/2024	6/30/2025	Hanover Research provides high-quality, custom research services, data analytics, advisory services, and professional development through a cost-effective model to help clients make informed decisions	IASA: Title I Basic Grants Low	$ 110,000
78	Holt Legacy Consulting LLC	Partner	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2024	6/30/2025	To build capacity in educational leaders that will shift the paradigm of a school system that was not originally designed to yield successful outcomes for all students. The work will focus on interrupting racist practices, systemically addressing identity oppression, and closing equity gaps.	African American Student Academic Accelaration	$ 18,400
79	Holt Legacy Consulting LLC	Partner	Carlos Castillo	Carlos Castillo	Chief Equity & Access	No	Diversity Equity & Inclusion	7/1/2024	6/30/2025	This Division of Equity Leadership Series is to build capacity of executive level leaders both individually and collectively to lead with equity at the forefront of decision-making for our system.	Diversity, Equity, and Inclusion	$ 97,750
80	Igm Technology Corp	Corporation	Pamela Bartlett	Patrick Jensen	Chief Financial Officer	No	Business Services Administration	7/1/2024	6/30/2025	Subscription to Gravity Base Platform and Budget book automation.	Administrative Services	$ 16,427
81	Imagination Station Inc.	Corporation	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	8/19/2024	6/12/2025	Provide K-6 DLI classrooms (3,454 students) with a computer adapter platform to use in place of i-Ready that provide literacy practice in Spanish reading foundational skills and reading comprehension.	IASA: Title I Basic Grants Low / Analysis, Measurement & Accountability	$ 103,620
82	Institute For Excellence In Education	Corporation	Felicia Olais	Natasha Baker	Chief Academic Officer	No	Alternative Education Office	7/1/2024	6/30/2025	Institute provides the Charter Office with consulting, technical support, and support necessary to setup and configure Epicenter. Epicenter is used to collect Charter School oversight documentation.	Charter School Oversight	$ 15,000
83	J&D Mind Builders Inc	Corporation	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Workshops focusing on the district's graduate profile and career pathways for all 1st and 2nd grade classrooms focused on the areas of science, technology, math, and careers.	Strong Workforce Program	$ 160,000
84	Joint Sound & Comm Industry Training Fund	Trust	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Fresno Joint Sound and Communications Training fund is state-approved apprenticeship training program by CA Community Colleges Chancellors Office; Fresno Unified is the local educational agency.	Apprenticeship Program	$ 16,531

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85	Jordan Escobar	Sole Proprietor	Wendy Mcculley	Wendy Mcculley	Chief Engagement & External	No	Engagement & External Partnerships	7/1/2024	6/30/2025	Vendor will provide event planner support for events ranging between 20 -2100 guests, frequency of events are estimated to be no more than two per month.	External Partnership	$ 68,900
86	Josh Shipp Productions Llc	Corporation	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2024	6/30/2025	ONE keynote per event date up to 90 minutes including Q&A: Engaging, Evidence-Based, and Life-Changing. 12-Month Access to Our Social-Emotional Learning Curriculum with 100+ Videos.	African American Student Academic Accelaration	$ 26,880
87	Kfsn-Tv	Corporation	Nikki Henry	Nikki Henry	Chief Information Officer	No	Communication Information	7/1/2024	6/30/2025	ABC30 will provide commercial advertising of key Fresno Unified information to educational partners across the community.	Expanded Student, Parent and Community Communication	$ 60,000
88	~~Kristen Lucas Smith~~	~~Sole Proprietor~~	~~Wendy Mcculley~~	~~Wendy Mcculley~~	~~Chief Engagement & External~~	~~No~~	~~Engagement & External Partnerships~~	~~7/1/2024~~	~~6/30/2025~~	~~Vendor will provide Spanish language training to staff so that we may be better equipped and informed when speaking with our community members at school sites and during events.~~	~~External Partnership~~	~~$ 20,000~~
89	Ksee 24	Corporation	Nikki Henry	Nikki Henry	Chief Information Officer	No	Communication Information	7/1/2024	6/30/2025	KSEE24 will provide commercial advertisements for key Fresno Unified information to educational partners throughout the community.	Expanded Student, Parent and Community Communication	$ 30,000
90	Laz Karp Associates, Llc	Partner	Kim Kelstrom	Patrick Jensen	Chief Financial Officer	No	Fiscal Services	7/1/2024	6/30/2025	Laz Parking is to provide parking for Fresno Unified School District Education Center/Annex employees at the N street Parking Pavillion located at 906 N. Street Fresno, CA 93721	Fiscal Services	$ 302,400
91	Leadership Associates	Partner	Natasha Baker	Natasha Baker	Chief Academic Officer	No	Chief Academic Office	7/1/2024	6/30/2025	Provide support and executive advisement during the 2024/25 school year.	Chief Academic Office	$ 130,000
92	Lightbox Collaborative Llc	Corporation	Maria CeballosTapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Lightbox Collaborative will design a toolkit to be used in the expansion of the Administrator Training. Lightbox will provide 40 hours of copyediting & a PowerPoint template.	FCSS Early Educator Teacher Development Grant	$ 40,000
93	Linda Hoff	Sole Proprietor	Darrin Person	Mist Her	Interim Superintendent	No	Deputy Superintendent	7/1/2024	6/30/2025	Support to the Comm. Sch. Cohort-2, 5 pilot schools that are completing their first of 5-years as a Calif. Comm. Sch. and will provide comprehensive support for potential Cohort-3, 14 schools sites	California Community Schools Partnership Program: CCSPP	$ 144,000
94	Linguistica Interpreting And Translation Llc	Sole Proprietor	Zuleica Murillo	Nikki Henry	Chief Information Officer	No	Translation and Interpretation Services	7/1/2024	6/30/2025	Contractor will provide in person interpretation in all languages as needed.	Translation Services	$ 70,000
95	Linked Learning Alliance	Other	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Quarterly 2-hour meetings w/CTE Teams to support pathway improvement process aligned with Linked Learning (LL) 18 Silver and Gold Certifications/Recertifications.	Vocational Programs: Voc & App	$ 32,530
96	Lucca Petrucci	Individual	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/30/2025	Marketing and communication consulting services.	Expanded Learning Opportunities Program	$ 32,430
97	Merced Co. Office Of Ed		Bryan Wells	Natasha Baker	Chief Academic Officer	No	Instructional Division	8/12/2024	6/9/2025	Camp Green Meadows will provide facilities, outdoor classroom experiences, room and board for Fresno Unified sixth grade students and staff.	Trips and Transitions	$ 350,000
98	Michael Oneill	Individual	Natasha Baker	Natasha Baker	Chief Academic Officer	No	Chief Academic Office	7/1/2024	6/30/2025	Provide the Instructional Division data system design work and technical assistance with CALPADS. Data meetings/technical advice, quarterly data reports, and disaggregated data analysis presentations.	Chief Academic Office	$ 50,000
99	Minuteman Press	Other	Jeremy Ward	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2024	MinuteMan Press will mass print materials and resources to promote and inform families of the Expanded Learning programs in Fresno Unified. MinuteMan Press will deliver print jobs to schools as needed	Expanded Learning Opportunities Program	$ 640,166
100	Mission Springs Camps & Conference Ctr, Inc	Corporation	Bryan Wells	Natasha Baker	Chief Academic Officer	No	Instructional Division	8/12/2024	6/9/2025	Camp Mission Springs will provide facilities, outdoor classroom experiences, room and board for Fresno Unified sixth grade students and staff.	Trips and Transitions	$ 125,000
101	Moreno Institute Llc	Corporation	Erica Piedra	Natasha Baker	Chief Academic Officer		Multi-Lingual & Multi-Cultural	8/19/2024	6/12/2025	The Moreno Institute, will recruit English learner newcomers in 9th-12th gr. to participate in the Mentorship and Advancement for Newcomer Youth program and/or the Newcomer Youth Leadership Council.	California Newcomer Education and Well-Being Project	$ 46,000

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102	Moreno Institute Llc	Corporation	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention and Intervention	7/1/2024	6/30/2025	Contractor will provide academic mentoring, language, and social emotional support to middle school students participating in Prevention and Intervention (DPI) Peer Mentoring Program.	Peer Mentors / Men's & Women's Alliance	$ 23,000
103	Moreno Institute Llc	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/5/2024	6/13/2025	Moreno Institute will provide bilingual literacy support professionals at various sites to assist with instructional support, supervision in and out of the classroom, & help students with translation.	Learning Recovery Emergency Block Grant	$ 405,878
104	Municipal Resource Group	Partnership	Ambra O'Conner	Ambra O'Conner	Chief of Staff	No	Office of the Superintendent	7/1/2024	6/30/2025	Facilitate the process of conducting the annual evaluation of the superintendent, the annual self- assessment of the board of education, and any related workshops and/or closed session discussions per	Diversity, Equity, and Inclusion	$ 30,000
105	Nancy Akhavan Consulting Inc	Corporation	Tamara Neely	David Chavez	Chief Human Resources	No	Human Resources	7/1/2024	6/30/2025	The Consultant will provide the services (collectively, the "Services") which are: Customized Professional Learning for Literacy- Increasing Paraprofessional Skills in Early Literacy.	Classified School Employee Prof Dev Block Grant	$ 115,200
106	Nancy Akhavan Consulting Inc	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/5/2024	6/27/2025	Nancy will provide professional learning for staff that focuses on the components of comprehensive reading programs that need to be in place to increase student achievement through focused instruction	Regional Literacy Fund - 7435	$ 592,400
107	National Academy Foundation	Corporation	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	National Academy Foundation will provide ongoing support for Fresno Unified School District in order to reach a high level of quality and ensure that all academy students are "Future Ready."	Vocational Programs: Voc & App	$ 32,700
108	National University		Traci Taylor	Natasha Baker	Chief Academic Officer	No	Teacher Development	7/1/2024	6/30/2025	National University liaison will coordinate with Fresno Unified in planning, communication, and program implementation beyond the Leadership Committee for the Teacher Residency Program.	Transition to Teaching	$ 20,000
109	Navigated, LLC	Sole Proprietor	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention and Intervention	7/1/2024	6/30/2025	Provide design, professional learning and implementation support for social emotional behavior interventions within the Multi-Tiered System of Support.	Safe & Civil Schools	$ 20,000
110	New Life Physical Therapy Services Pc	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Provide direct physical therapy on students enrolled in the Lori Ann Infant Program, physical therapy groups, consultation with staff and parents of children enrolled in the Lori Ann Infant Program.	Special Ed: Local	$ 59,200
111	New Life Physical Therapy Services Pc	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Occupational therapist to provide professional services, conduct thorough assessments to identify students' strengths, challenges, and appropriate goals to address areas of need.	Special Education	$ 910,000
112	Nexstar Media Inc	Corporation	Nikki Henry	Nikki Henry	Chief Information Officer	No	Communication Information	7/1/2024	6/30/2025	CBS47 will provide commercial advertisements of Fresno Unified key information for educational partners throughout the community.	Expanded Student, Parent and Community Communication	$ 24,000
113	~~Paula A Castadio~~	~~Individual~~	~~Wendy Mcculley~~	~~Wendy Mcculley~~	~~Chief Engagement & External~~	~~No~~	Engagement & External Partnerships	~~7/1/2024~~	~~6/30/2025~~	~~Vendor will provide executive level advice, coaching and training to help advance The Foundation for Fresno Unified's strategic direction, practices, fundraising, communication and marketing.~~	~~External Partnership~~	~~$ 20,000~~
114	Pelisari Inc	Corporation	Blair Eliason	Natasha Baker	Chief Academic Officer	No	Patino Entrepreneurship	7/1/2024	6/30/2025	Pelisari Inc. will provide a consultant/instructor who will teach and support the development of curriculum for the Project Mgmnt course side by side the credentialed classroom teacher 3 days per week	Career Vocational Education/Workforce Readiness	$ 95,000
115	Performance Fact, Inc	Corporation	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/30/2025	Central aim is to support the A4 Team with tools, targeted assistance, and coaching to facilitate disciplined implementation of the A4 Strategic Plan.	African American Student Academic Accelaration	$ 28,280
116	Ppl Studio Llc	Corporation	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Ppl Studio, LLC will provide media services to create demonstration videos for the Administrator Training. This will support the expansion of the Principals Academy locally within Fresno County.	FCSS Early Educator Teacher Development Grant	$ 27,000
117	Ppl Studio Llc	Corporation	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Development and design of materials and website maintenance for the Language Learning Project. Services measured by website analytics and feedback surveys.	Dual Language Learners Professional Development Grant	$ 25,000
118	Presencelearning Inc	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	8/1/2024	6/12/2025	Contracted Speech and Language Pathologist to provide online/virtual or in-person speech and language therapy services to students eligible under Speech Language Impairment.	Special Education	$ 3,726,000
119	Price, Paige & Company	Corporation	Wendy Mcculley	Wendy Mcculley	Chief Engagement & External	No	Engagement & External Partnerships	7/1/2024	6/30/2025	Vendor will provide accounting services for the Foundation for Fresno Unified Schools.	External Partnership	$ 84,000

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120	Propio Ls Llc	Partner	Zuleica Murillo	Nikki Henry	Chief Information Officer	No	Translation and Interpret Serv	7/1/2024	6/30/2025	Contractor will provide video/audio on demand interpreting in over 100 languages.	Translation Services	$ 60,000
121	Quiq Labs	Partnership	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/30/2025	Math-Focused STEAM Pop-Up Program for Spring 2025 is to enhance students' mathematical skills and foster a deeper appreciation for STEAM disciplines through hands-on, experiential learning activities.	Expanded Learning Opportunities Program	$ 20,500
122	Quiq Labs	Partnership	Blair Eliason	Natasha Baker	Chief Academic Officer	No	Patino Entrepreneurship	7/1/2024	6/30/2025	Quiq Labs will review and revise existing curriculum and course materials for Web Design, Advanced Web Design, Online Marketing, and Advanced Online Marketing. They will also set up and consult	Phillip J Patino School	$ 401,600
123	Restorative Equity Partnership	Partner	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention and Intervention	7/1/2024	6/30/2025	Provide PL, implementation supports, coaching, progress monitoring and program design for equity based Restorative Practices and Discipline Guidelines. Tailor learning to the roles of staff.	One-Time Supplemental & Concentration / Prevention & Intervention	$ 195,000
124	Ronique Shulette Hinchen	Individual	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2024	6/30/2025	Professional Development, Curriculum development and revisions	African American Student Academic Accelaration	$ 30,000
125	San Joaquin Co.Office Of Ed.	Other	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	For Special Education to continue to use the SEIS web-based system for updating, tracking, storing and reporting student data on Individualized Education Plans (IEPs) and Individualized Family Service	Special Education	$ 120,145
126	Scholastic Inc.	Other	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/1/2024	6/30/2025	McLane Region will be partnering with Scholastic F.I.R.S.T, a digital platform each student can personalize their path to reading proficiency.	Learning Recovery Emergency Block Grant	$ 43,480
127	Scholastic Inc.	Other	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/5/2024	6/27/2025	Scholastic will be providing coaching sessions to build the capacity of our teachers by modeling, planning, and observing teachers within Roosevelt region.	Learning Recovery Emergency Block Grant	$ 238,203
128	School Services Of Calif. Inc	Corporation	Patrick Jensen	Patrick Jensen	Chief Financial Officer	No	Business Services Administration	7/1/2024	6/30/2025	School Services of California to provide fiscal advice, budget support, and legislative and budget advocacy services.	Administrative Services	$ 50,674
129	Scott Buell DBA: Dynamic Learning Experiences, LLC	Corporation	Kristin Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Workshops focusing on the district's graduate profile and career pathways for all 3rd and 4th grade classrooms focused on the areas of science, technology, math, and careers.	Strong Workforce Program	$ 79,200
130	Sel Launch Pad	Sole Proprietor	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention and Intervention	7/1/2024	6/30/2025	Provide professional learning on Social Emotional Learning to staff from various sites approximately serving 700 staff members, impacting 16,000 students.	Safe & Civil Schools	$ 33,800
131	Shatera Sangster	Sole Proprietor	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/30/2025	Social Media Management & Content Creation	Expanded Learning Opportunities Program	$ 36,000
132	Shaw Hr Consulting Inc	Corporation	Steven Shubin	Patrick Jensen	Chief Financial Officer	No	Payroll Department	7/1/2024	6/30/2025	Americans with Disabilities Act (ADA) consulting services.	Liability/Property ISF	$ 37,500
133	Shifting Perspectives Inc	Corporation	Kimberly Villescaz	David Chavez	Chief Human Resources	No	Professional Development - E Street	7/1/2024	6/30/2025	Shifting Perspectives will provide: Professional Development during 3 co-admin meetings. Professional Development with Year 1 Principals.	The Wallace Foundation/Grant	$ 49,500
134	Shoulet Blunt Llc	Other	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	IMAGO is an online college and career platform with lessons designed to meet the leadership requirements of CTE funding; access for all middle and high school students.	Vocational Programs: Voc & App	$ 248,000
135	Shoulet Blunt Llc	Other	Nikki Henry	Nikki Henry	Chief Information Officer	No	Communication Information	7/1/2024	6/30/2025	IMAGO will be providing a 10-part leadership professional development series to all 11 leaders in Communications, Parent University, and Translations & Interpretation Services.	Communications / Parent University / Translation Services	$ 30,000
136	Si Swun	Individual	Pamela Taylor	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/1/2024	6/30/2025	Access to Swunmath.com, and 1 full day of support per site for 14 elementary schools, 3 middle schools, and an additional 4 elementary sites.	One-Time Supplemental & Concentration	$ 768,000
137	~~SkyLark Strategies Llc~~	~~Partner~~	~~Wendy Mccalley~~	~~Wendy Mccalley~~	~~Chief Engagement & External~~	~~No~~	~~Engagement & External Partnerships~~	~~7/1/2024~~	~~6/30/2025~~	~~Vendor will provide executive coaching support to deepen strategy and impact and support the foundation in increasing connections. Vendor will also develop and conduct Board development sessions.~~	~~External Partnership~~	~~$ 28,300~~

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138	Smartling Inc	Corporation	Zuleica Murillo	Nikki Henry	Chief Information Officer	No	Translation and Interpret Serv	7/1/2024	6/30/2025	Contractor will provide translation management by use of Smartling Translation Management System to optimize internal translation process.	Translation Services	$ 62,000
139	Specialty Medical Group	Other	Xai Torre	Misty Her	Interim Superintendent	No	Health Services	7/1/2024	6/30/2025	Specialty Medical Group will provide physician consultation services. Additionally, the physician will supervise Medi-Cal Billing for all FUSD service providers & the Tioga Medical Clinic	Medi-Cal Billing Option	$ 15,532
140	Springboard Collaborative	Other Non-Profit Org	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2024	6/30/2025	Daily literacy instruction, weekly workshops to train parents to teach reading at home, Job-embedded professional development for teachers, incentive structure that motivates kids to reach their goal	Learning Recovery Emergency Block Grant	$ 1,029,693
141	St Paul Armenian Church	Other	Tamara Neely	David Chavez	Chief Human Resources	No	Human Resources	7/1/2024	6/30/2025	Rental agreement to use their venue to hold New Employee Orientation, and meetings for Liaisons, Office Assistants and Attendance Records Assistants.	Human Resources/Labor Relations	$ 111,060
142	Staci Jones	Individual	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	8/1/2024	6/12/2025	will collaborate with district BSU's to plan, recruit, direct, and create cultural activities for the Annual Edison Region Black History Month Program.	African American Student Academic Accelaration	$ 25,000
143	Star Autism Support Inc.	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Star Autism will provide professional learning for 21 mild to moderate PreK and TK/K teachers. Training will allow staff to implement strategies through structured lessons.	Special Education Early Intervention Grant	$ 56,250
144	State Of California Admin Svs		David Chavez	David Chavez	Chief Human Resources	No	Human Resources	7/1/2024	6/30/2025	California State Education Code requires school employers to obtain a criminal background check prior to employment.	Human Resources/Labor Relations	$ 210,000
145	Success Together	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	7/8/2024	6/30/2025	Success Together is an organization to equip parents and caregivers with the necessary skills, knowledge, resources, and support to ensure the success of the future generation.	Learning Recovery Emergency Block Grant	$ 846,450
146	Summit K12 Holdings Inc	Corporation	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	8/1/2024	7/31/2025	The District intends to use Summit K12's Connect to Literacy for 2,000 Multilingual Learners/English Language Learners district-wide in grades 4 - 12.	Title III - Limited English Proficient	$ 89,505
147	Taylor'D Consulting Services	Individual	Lisa Mitchell	Carlos Castillo	Chief Equity & Access		African American Academic Acceleration (A4)	7/1/2024	6/30/2025	Ongoing implementation and execution of the A4 Behavioral Pilot. Design, facilitate & manage the strategic planning of Bullard and Edison High Schools	African American Student Academic Accelaration	$ 250,000
148	Taylor'D Consulting Services	Individual	Marie Williams	Natasha Baker	Chief Academic Officer	Yes	Instructional Services	8/5/2024	6/27/2025	This is a master agreement for Taylor'D Consulting Services that support educational entities at school sites.	Regional Literacy Fund - 7435	$ 313,500
149	The Institute For Multi-Sensory Education	Corporation	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/19/2024	6/27/2025	The Institute for Multi-Sensory Education will be providing Sunnyside Region educators with the knowledge, support, and comprehensive resources necessary to make an immediate impact in their classroom	Learning Recovery Emergency Block Grant	$ 130,400
150	The Stepping Stones Group Llc	Sole Proprietor	Natanska Valtierra	Natasha Baker	Chief Academic Officer	No	Addams Elementary	8/19/2024	6/12/2025	The Behavior Interventionist will work collaborative with Addams's Social Emotional Support team to develop and implement intervention strategies-positive behavior supports.	Equity Multiplier	$ 58,500
151	The Stepping Stones Group Llc	Sole Proprietor	Steven Shubin	Patrick Jensen	Chief Financial Officer	No	Payroll Department	7/1/2024	6/30/2025	Provide qualified individuals to assist a visually impaired teacher under ADA accommodations.	Liability/Property ISF	$ 57,448
152	The Stepping Stones Group Llc	Sole Proprietor	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	8/19/2024	6/12/2025	Provide speech and therapy services to students eligible under Speech Language Impairment.	Special Education	$ 5,340,600
153	Theodore Adams	Sole Proprietor	Natasha Baker	Natasha Baker	Chief Academic Officer	No	Chief Academic Office	7/1/2024	6/30/2025	TR3 will use existing templates and design seven PowerPoint slide decks with mock data.Create a new design for technical guides for the developer and the other for the end user and create landing page	Chief Academic Office	$ 65,760
154	Touchstone Family Dvlpmt Cntr Inc	Corporation	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Provide case consultation, home visits, informal mental health assessments, parent support group, and referrals to mental health agencies for on-going mental health needs. Please attachment Exhibit A.	Special Ed: Local	$ 69,390
155	Tpr Education Llc	Corporation	Pamela Taylor	Natasha Baker	Chief Academic Officer	No	Instructional Services	7/1/2024	6/12/2025	5,000 hours of on-demand 1:1 online tutoring in English or Spanish.	One-Time Supplemental & Concentration	$ 150,000

AMENDED
June 17, 2024 &
June 20, 2024

	Vendor Name	Vendor Type	Principal/Department Head Approval	Instructional Superintendent/Exec. Director	Cabinet Representative	New Vendor?	School/ Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
156	Tulare Co Office Of Ed	Other	Traci Taylor	Natasha Baker	Chief Academic Officer	No	Teacher Development	7/1/2024	6/30/2025	TCOE will partner with Fresno Unified in the development of an Internship Credential Program to support Alternative Certification teachers employed in hard-to-fill positions.	Educator Effectiveness	$ 49,999
157	Uc Merced	Other Government	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	7/31/2024	University of California, Merced will host Fresno Unified School District middle or high school students in July 2024 for a Summer Youth Leadership Development Academy.	African American Student Academic Accelaration	$ 40,800
158	Uc Regents Davis	Other Government	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/30/2025	The proposed project will continue a pilot implementation of the C-STEM Program at Fresno USD in 2024-2025.	African American Student Academic Accelaration	$ 60,600
159	Unamesa Association	Other	Jeremy Ward	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	UnaMesa will help Fresno Unified contact families, provide a student registration service, and attendance taking capability for Summer 2024, Winter 2024-25 and Summer 2025 camps using (OSCAR).	Expanded Learning Opportunities Program	$ 690,000
160	United We Lead Foundation	Corporation	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	10/12/2024	4/19/2025	The Math & STEM Innovation Academy will provide student services in supplemental math core instruction aligned to California State Standards, 1:1 teacher support including Integrated ELD instruction.	IASA: Title I Migrant Ed Regular	$ 47,760
161	Univision Television Group, Inc.	Corporation	Nikki Henry	Nikki Henry	Chief Information Officer	No	Communication Information	7/1/2024	6/30/2025	Univision will provide commercial advertisement of key Fresno Unified information to educational partners throughout the community.	Expanded Student, Parent and Community Communication	$ 20,000
162	Utah Youth Village Inc	Other Non-Profit Org	Tangee Pinheiro	Natasha Baker	Chief Academic Officer	No	Special Education Administration	7/1/2024	6/30/2025	Residential Placement of Fresno Unified student due to severe anxiety, the need for intensive social/emotional and mental health support.	Special Education	$ 214,650
163	Viq Enterprises Llc	Sole Proprietor	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	7/1/2024	6/30/2025	Provide guest presentations for A4 Math Camp, attend A4 Math Camp PD (virtual), STEM kits bundle, Keynote speaker for conference, Year access to STEM Genius Activities & STEM Careers Portal	Expanded Learning Opportunities Program	$ 28,750
164	Viridian Education, LLC	Partner	Rita Baharian	Carlos Castillo	Chief Equity & Access		Prevention and Intervention	7/1/2024	6/30/2025	Contractor will provide technical support to build capacity within the district for continued expansion of the Climate & Culture Dashboard at Tier I & development of Tier II and III data tools.	Safe & Civil Schools	$ 35,000
165	Warnors Center For The Performing Arts	Corporation	Wendy Mcculley	Wendy Mcculley	Chief Engagement & External	No	Engagement & External Partnerships	7/1/2024	6/30/2025	Vendor will provide space for a single event on October 16, 2024.	External Partnership	$ 15,900
166	Wested	Other	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	8/19/2024	6/12/2025	WestEd provides customized, research-based professional learning opportunities to develop the capacity of educators to serve English learner students.	California Newcomer Education and Well-Being Project	$ 42,000
167	Wested	Other	Erica Piedra	Natasha Baker	Chief Academic Officer	No	Multi-Lingual & Multi-Cultural	8/1/2024	6/30/2025	WestEd's QTEL initiative provides customized PL for educators to serve ELs with rigor and excellence. In fall 2024, QTEL will offer PL for Middle & High Science teachers for 5 days for 40 teachers.	IASA: Title I Basic Grants Low	$ 52,500
168	WestPort Insurance Corporation	Company	Steven Shubin	Patrick Jensen	Chief Financial Officer	No	Payroll Department	7/1/2024	6/30/2025	This coverage is purchased to protect the district's health plan from the impact of individual high cost medical claims, In excess of $2 million dollars.	Health Benefit ISF	$ 866,911
169	Wonder Valley Ranch Resort	Corporation	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention and Intervention	7/1/2024	6/30/2025	Wonder Valley Ranch Resort and Conference Center agrees to host 9 recreational programming for approximately 900 middle and high school students.	Men's & Women's Alliance	$ 74,700
170	Wonder Valley Ranch Resort	Corporation	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention and Intervention	7/1/2024	6/30/2025	Wonder Valley Ranch Resort and Conference Center agrees to host 7 days of recreational programming for approximately 700 middle and high school students in the Peer Mentoring Program.	Peer Mentors	$ 58,100
171	Wonder Valley Ranch Resort	Corporation	Bryan Wells	Natasha Baker	Chief Academic Officer	No	Instructional Division	8/12/2024	6/9/2025	Wonder Valley will provide facilities, outdoor classroom experiences, room and board for Fresno Unified sixth grade students and staff.	Trips and Transitions	$ 675,000
172	Worked Inc	Coporation	Kristin Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	Career Discovery Experiences for 5th & 6th grade students providing opportunities to think about their future and a more focused exposure to CTE pathway options in their high school region and beyond.	Vocational Programs: Voc & App	$ 244,958
											Estimated Grand Total:	$ ~~50,748,946~~ $50,589,996 $~~50,629,996~~

Positive Cash Flow Contracts												
	California Department of Social Services	State Government	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Positive cash flow contract for operation of General Child Care and Development Programs FY24-25. CA Department of Social Services-Child Development final contract expected to be received in June 2024.	CD: Federal General (CCTR) and State Preschool (CSPP)	$ 2,702,080
	California Department of Education Early Education Division	State Government	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Positive cash flow contract for Prekindergarten Family Literacy Program, FY 24/25. The final Local Agreement for Child Development Services from the California Department of Education will follow.	Prekindergarten & Family Literacy Program - Parent	$ 40,000
	California Department of Education	State Government	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Positive cash flow contract for operation of California State Preschool Programs FY24-25. CA Dept. of Education final contract expected to be received in June 2024.	Child Development: California State Preschool Program (CSPP)	$ 20,610,204
	Fresno County Superintendent Of Schools	State Government	Maria CeballosTapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	The Early Learning Department will participate in the Fresno County Early Stars Program and receive block grant funds from FCSS based on results of classroom rating.	CSPP Quality Rating &Improvement System Block Grant	$ 250,000
	State Center Community College District	State Government	Rachael Maciel	Natasha Baker	Chief Academic Officer	No	Cesar Chavez Adult School	7/1/2024	6/30/2025	Please be sure to summarize: Purpose, participants, goals, detail of amount (INCOMING FUNDING, OUTGOING PAYMENTS, (existing position funded) FUSD STAFF ASSIGNMENT, NO COST, ETC.) and any indirect cost	Adult Education Consortia	$ 485,687
											Estimated Grand Total:	$ 24,087,971

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM B-56

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

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

TITLE AND SUBJECT: Discuss and Approve Annual Agreements for the 2024/25 School Year – Supplemental Report

ITEM DESCRIPTION: Included in the Board binders is a matrix detailing agreements to provide services to Fresno Unified School District. These agreements include, but are not limited to, the categories as follows:

- Professional Development
- Student Achievement Outcomes

Two agenda items are presented to approve the agreements. The first item includes the Primary Report with all agreements with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining agreements are in the Supplemental Report and presented in this second agenda item.

By separating the agreements in this manner, Board members with potential conflicts of interest can abstain from taking action on the Supplemental Report while still voting along with the rest of the Board on the Primary Report.

Please be advised that pursuant to Board Bylaw 9270, each individual Board member has a continuing duty to disclose and abstain from voting on any item where the potential for a conflict of interest exists.

Copies of the individual contracts are available upon request. Contracts will commence after Board approval and will end no later than June 30, 2025.

FINANCIAL SUMMARY: Sufficient funds have been budgeted in the 2024/25 budget. These investments will be funded through the appropriate budgets, as detailed in the matrix.

PREPARED BY: Ashlee Chiarito, Ed.D.

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

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL: Mao Misty Her

	Vendor Name	Vendor Type	Principal/Department Head Approval	Instructional Superintendent/Exec. Director	Cabinet Representative	New Vendor?	School/Department	Contract Start Date	Contract End Date	Scope of Work	Funding Source	Estimated Cost
1	Ca Teaching Fellows Foundation	Other	Lisa Mitchell	Carlos Castillo	Chief Equity & Access	No	African American Academic Acceleration (A4)	9/23/2024	5/30/2025	Teaching Fellows will work alongside a FUSD employee to provide one-on-one, small group instruction and/or counseling support during the regular school day.	African American Student Academic Accelaration	$ 92,580
2	Ca Teaching Fellows Foundation	Other	Nancy Witrado	Natasha Baker	Chief Academic Officer	No	College Readiness	7/1/2024	6/30/2025	CA teaching Fellows will provide Tutors for the HBCU Step Up program.	Expanding Opportunities in High-Quality Pathways Project	$ 94,944
3	Ca Teaching Fellows Foundation	Other	Marie Williams	Natasha Baker	Chief Academic Officer	No	Instructional Services	8/5/2024	6/27/2025	Master agreement for California Teaching Fellows tutoring services in support of literacy project.	Regional Literacy - 7435 or Literacy Coach and Speaclist 6211	$ 1,524,535
4	Ca Teaching Fellows Foundation	Other	Ashlee Chiarito	Patrick Jensen	Chief Financial Officer	No	State & Federal Programs	7/1/2024	6/30/2025	This is a district-wide master agreement for tutoring services.	Various Site Budgets	$ 2,581,732
5	California State University Fresno	State Government	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	CA teaching Fellows will provide Tutors for the HBCU Step Up program.	Strong Workforce Program	$ 494,500
6	California State University Fresno	State Government	Kristen Boroski	Natasha Baker	Chief Academic Officer	No	Career Education	7/1/2024	6/30/2025	High school entrepreneurship program through a partnership with California State University, Fresno Foundation and the Lyles Center for Innovation and Entrepreneurship.	Strong Workforce Program	$ 40,000
7	Csu Fresno Foundation	State Government	Traci Taylor	Natasha Baker	Chief Academic Officer	No	Teacher Development	7/1/2024	6/30/2025	Fresno State University liaison will coordinate with Fresno Unified in planning, communication, and program implementation beyond the Leadership Committee for the Teacher Residency Program.	Transition to Teaching	$ 85,000
8	Fresno Co. Economic Opp. Comm	Non-Profit Org	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	45474	45838	Implementation of instructional practices to support dual language learners ages 0-5 in 38 center-based early learning settings. Outcomes measured by the Desired Results Developmental Profile.	Lucille Packard Children Center Grant	$ 25,000
9	Hands On Central California	Corporation	Rita Baharian	Carlos Castillo	Chief Equity & Access	No	Prevention And Intervention	7/1/2024	6/30/2025	The contractor will provide one-on-one and group mentoring to ensure that students have access to appropriate social emotional development and support to overcome barriers to positive outcomes.	Peer Mentors	$ 392,525
											Estimated Grand Total:	$ 5,330,816

Positive Cash Flow Contracts												
	Fresno County Economic Opportunities Commission	Non-Profit Org	Maria Ceballos Tapia	Natasha Baker	Chief Academic Officer	No	Preschool Office	7/1/2024	6/30/2025	Positive cash flow agreement with Fresno EOC - Head Start 0-5 to partner for wrap-around services at six FUSD Preschool sites.	Fresno EOC Head Start Partnership	$ 1,396,058
											Estimated Grand Total:	$ 1,396,058

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM C-57

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

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

TITLE AND SUBJECT: Receive the California School Employees Association, Chapter 143, 2024-2027 Reopener Proposal to Fresno Unified School District

ITEM DESCRIPTION: Included in the Board binders is the California School Employees Association, Chapter 143, 2024-2027 Reopener Proposal to Fresno Unified School District. In accordance with Government Code 3547, all reopener proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her



Initial Successor Proposal from the
California School Employees Association and its Fresno Chapter #143
to the Fresno Unified School District
Proposed Term 2024-2027

Article 6: EFFECT OF AGREEMENT

CSEA is proposing a new term of July 1, 2024, through and including June 30, 2027.

For the 2024-2025 fiscal year, the parties agree that Article 9, Fringe Benefits, and Article 23, Salary, have been negotiated. However, those articles may be opened to address other language in the articles.

For the 2025-2026 fiscal year, each party may open Article 9 Fringe Benefits, Article 23: Salary,and 2 unspecified articles.

For the 2026-2027 fiscal year, the articles that may be opened for negotiations are Article 9, Fringe Benefits, Article 23; Salary, and 2 unspecified articles.

ARTICLE 9: FRINGE BENEFITS

Health and welfare

Effective as of July 1, 2024, and for the term of this Agreement as defined in Article 26 (i.e., 2023-2026), the District's contribution to the Health Fund as set forth in Section 3 of this Article "Health Fund", shall be Adjusted Baseline District Health Fund Contribution. The parties acknowledge that the Adjusted Baseline District Health Fund Contribution reflects a $2,370 decrease from the current guaranteed District contribution to the Health Fund (the "Original Baseline District Health Fund Contribution).

On July 1, 2026, the District's contribution to the "Health Fund" as set forth in Article, Section shall automatically increase using the Original Baseline District Health Fund Contribution by the percentage that is the effective, ongoing dollar increase to the District's base grant revenue ("BGR") actually received by the District for the 2023-2024, 2024-2025, and 2025-2026 school years, and thereafter for the applicable school year, including any ongoing deficit reduction or equalization of the BGR, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution for each active eligible employee shall not decrease year to year. The District's contribution obligation provided for in 2024-2025 shall survive the expiration or termination of this Agreement. *For illustrative purposes only, if the BGR increases by 2% each year for years 2024-2025, and 2025-2026 and the Original Baseline District Health Fund Contribution is $24,370, on July 1, 2026, the District Health Fund contribution baseline shall be $25,354.55 plus any increase in the 2026-2027 BGR*.

ARTICLE 12: HOURS AND OVERTIME

For the 2024-2025 school year only, Cooks, Bakers, Nutrition Service Operators, Senior Assistants, Nutrition Service Assistants and Packaging Machine Operator may be eligible to work up to one additional hour per day depending on the needs of the site/department as determined by the Nutrition Service Managers/CSS with final approval by the District Supervisor. The adjustment of up to one(1) hour to assigned time through this section does not expand the part-time employee's rights to health and welfare benefits, only to Statutory benefits as required by the California Education Code 45136 and 45137. The parties agree the additional time of up to one (1) hour added through this article shall be eliminated at the end of the 2024-2025 student calendar year and without requiring the District to initiate layoff procedure through statutory or contractual procedures.

ARTICLE 23: SALARY

Effective July 1, 2024, all Classified Salary Schedule shall be increased by three percent (3%). All unit members shall also receive a one-time 2.5% off schedule payment.

Effective July 1, 2025, the Classified Salary Schedule shall be increased by four and one-half percent (4.5%). All unit members shall also receive a one-time 2.5% off schedule payment. The parties agree to meet and confer should the state allocate any ongoing non Local Control Funding Formula monies.

In addition CSEA proposes to square the salary schedule which will be effective July 1, 2024.

3. ANNIVERSARY INCREMENT:

An anniversary increment shall be applied as follows: **1.6% shall be added to the base salary each year from the 11th to 15th year to a total of 8.0% at the 15th year and thereafter** ~~Eight tenths of one percent (0.8%) each year of employment from the 16th to the 25th year, to a total of eight percent (8%) at the 25th year and thereafter~~. **Unit members shall receive $5,000 dollars each year for years 21-25. Unit members shall receive $10,000 dollars each year beginning the 26th year and each year thereafter.**

A. Payments Made Monthly: Increment payments to employees shall be made monthly during their duty year (e.g. ten [10] month employees will receive their increment in ten [10] equal payments). A year shall be construed as seventy-five percent (75%) or more of a normal work year.

B. Currently Receiving Longevity: In any case, where a bargaining unit member is currently receiving a longevity increment that would be more than the new longevity increment, that bargaining unit member shall remain on the old increment plan until such time as the new increment schedule shall equal or surpass the old increment schedule. All bargaining unit members not currently receiving any longevity increment pay shall receive only the new longevity increment.
C. Years of credited service for Anniversary increment purposes shall mean years of service in FUSD. All regular District employment will apply toward the Anniversary increment.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: June 20, 2024,

AGENDA ITEM C-58

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

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

TITLE AND SUBJECT: Receive the Fresno Unified School District 2024-2027 Reopener Proposal to California School Employees Association, Chapter 143

ITEM DESCRIPTION: Included in the Board binders is the Fresno Unified School District 2024-2027 Reopener Proposal to California School Employees Association, Chapter 143. In accordance with Government Code 3547, all reopener proposals of the exclusive representative shall be presented at a public meeting of the public-school employer, and thereafter shall be a public record. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:
Mao Misty Her

INITIAL PROPOSAL OF THE
FRESNO UNIFIED SCHOOL DISTRICT TO
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 143 FOOD SERVICE UNIT
SUCCESSOR CONTRACT NEGOTIATIONS PROPOSAL JULY 1, 2024 – JUNE 30, 2027

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

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

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

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

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

Supporting Goals and Priorities

1. Fiscal Health and Budget Certainty: The concerted effort to accelerate student learning cannot be diluted, and the focused efforts of all District personnel in this enterprise cannot be distracted or derailed by the uncertainty inherent in the state's funding of public education. The District's commitment to sustaining its fiscal solvency despite historic instability in the economy at the state and local levels requires that we continue to build and maintain healthy reserves.

2. Build Educational Programs: The Governing Board must have the discretion and ability to build educational programs that accelerate learning and guarantee student achievement. The building of educational programs must occur not only to meet the expectations of the District community, but also to forestall the increasing scrutiny of state and federal agencies that are questioning the ability of the District to remain self-governed due to poor student achievement.

3. Identify Appropriate Revenues Available for Adjustments to Employee Compensation: Student learning cannot be accelerated, and students cannot achieve academic success without the efforts of skilled educators and staff who are dedicated to this effort. In order to attract and retain the most qualified and committed individuals to fill these roles, the District will seek to make an appropriate and "equitable allocation" of increased District revenue for employee compensation. In order to be "equitable and appropriate," the level of such allocation must support all of the Goals and Priorities set forth above.

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

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

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

District Initial Proposal:

Article 6 – Effect of Agreement

The District seeks to set a new term of the collective bargaining agreement for July 1, 2024 through June 30, 2027 and to set the number of articles to be opened during reopener negotiations.

Article 12 – Hours and Overtime

The District is interested in modifying this article in the agreement to address call off procedures and daily call offs unless an extended leave is in place

Article 14 – Leave Provisions

The District is interested in modifying this Article to establish procedures for addressing staff with high absentee rates and chronic absences (more than the annual sick leave allotment).

Article 19 – Promotion

The District is interested in modifying this article to add eligibility requirements for promotions regarding employees on absence verification, competency reviews, and receiving summaries of conference or other progressive discipline documentation.

Article 27 – Transfer

The District is interested in modifying this article to add eligibility requirements for transfers regarding employees on absence verification, competency reviews, and receiving summaries of conference or other progressive discipline documentation.

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

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