



Board of Education
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Superintendent
Robert G. Nelson, Ed.D.

BOARD COMMUNICATIONS – AUGUST 30, 2019

TO: Members of the Board of Education
FROM: Superintendent, Robert G. Nelson, Ed.D.

SUPERINTENDENT – Robert G. Nelson, Ed.D.

S-1 Robert G. Nelson, Ed.D. Superintendent Calendar Highlights

ADMINISTRATIVE SERVICES – Ruth F. Quinto, Deputy Superintendent/CFO

AS-1 Kim Kelstrom School Services Weekly Update Report for
August 23, 2019

AS-2 Kim Kelstrom Legal Services by Category

COMMUNICATIONS – Amy Idsvoog, Executive Officer

C-1 Zuleica Murillo 2019/20 District Advisory Committee Meeting

EQUITY & ACCESS – Lindsay Sanders, Chief Equity & Access

EA-1 Kristi Imberi-Olivares Fresno Unified School District Contract with College
Board for Advanced Placement Exam

HUMAN RESOURCES/LABOR RELATIONS – Paul Idsvoog, Chief HR/LR Officer

HR-1 Manjit Atwal Consumer Price Index Certificated and Classified
Salary Schedules for 2019/20

OPERATIONAL SERVICES – Karin Temple, Chief Operations Officer

OS-1 Karin Temple Development of Sustainability Plan

Fresno Unified School District
Board Communication

BC Number S-1

From the Office of the Superintendent
To the Members of the Board of Education
Prepared by: Robert G. Nelson, Ed.D., Superintendent
Cabinet Approval:

Date: August 30, 2019

Phone Number: 457-3884

Regarding: Superintendent Calendar Highlights

The purpose of this communication is to inform the Board of notable calendar items:

- Attended meeting with Hewlett Foundation regarding potential grant funding
- Site visits at: Ayer, Gibson, Greenberg, Hoover, Kratt, Powers-Ginsburg, Robinson and Tioga
- Held press event regarding Mobile Health Unit
- Recorded public service announcement on social media with Chief Dyer
- Attended 8th Annual State of our Children Breakfast
- Attended the Child Abuse and Neglect Prevention Team meeting

Approved by Superintendent
Robert G. Nelson Ed.D.



Date: 8/30/19

Fresno Unified School District
Board Communication

BC Number AS-1

From the Office of the Superintendent
To the Members of the Board of Education

Prepared by: Kim Kelstrom, Executive Officer, Fiscal Services

Cabinet Approval:

Kim Kelstrom
[Signature]

Date: August 30, 2019

Phone Number: 457-3907

Regarding: School Services Weekly Update Report for August 23, 2019

The purpose of this communication is to provide the Board a copy of School Services of California's (SSC) Weekly Update. Each week SSC provides an update and commentary on different educational fiscal issues. In addition, they include different articles related to education issues.

The following SSC Weekly Update for August 23, 2019 is attached.

If you have any questions or require further information, please contact Kim Kelstrom at 457-3907. Thank you.

Approved by Superintendent
Robert G. Nelson Ed.D.

[Signature]

Date: 8/30/19



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Suite 1060

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Sacramento

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California 95814

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TEL: 916 . 446 . 7517

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www.sscal.com

DATE: August 23, 2019

TO: Robert G. Nelson
Superintendent

AT: Fresno Unified School District

FROM: Your SSC Governmental Relations Team

RE: *SSC's Sacramento Weekly Update*

Legislative Update

Both the Senate and Assembly Appropriations Committees, chaired by Senator Anthony Portantino (D-La Cañada Flintridge) and Assemblymember Lorena Gonzalez (D-San Diego), respectively, met again this week to hear nearly 150 bills. Just like last week, only a handful of these measures were actually voted on by the committees, while the vast majority joined the hundreds of bills already on the committees' Suspense Files.

Next Friday, August 30, 2019, the Appropriations Committees will take up their Suspense Files and we will find out the fates of more than 800 bills. Those bills that do clear the Appropriations Committee will then be considered by the full house and, in many cases, go back to the house of origin for a concurrence vote on amendments taken in the other house. Once the bills clear those hurdles, they will head to Governor Gavin Newsom's desk for his consideration.

One significant education measure that we have previously written about is already on its way to Governor Newsom—[Senate Bill \(SB\) 419](#) by Senator Nancy Skinner (D-Berkeley). This bill would, beginning July 1, 2020, extend the prohibition for suspending any K–3 student for willful defiance to grades 4 and 5, and would also prohibit the expulsion of any K–12 student for willful defiance. Additionally, the bill would prohibit, for five years (July 1, 2020, through July 1, 2025), the suspension of any student in grades 6–8 for willful defiance. The bill's provisions would also apply to charter schools.

A nearly identical version of SB 419 made its way through the Legislature last year before being vetoed by Governor Jerry Brown who argued that teachers and principals are in the best position to make decisions about discipline in the classroom. Governor Brown had a tendency to veto education proposals that he felt would be better handled at the local level, but it is unknown if Governor Newsom will analyze legislation through a similar “subsidiarity” prism.

Speaker Rendon Speaks About Education Issues at PPIC Forum

Last Thursday, August 15, the Public Policy Institute of California (PPIC) invited Assembly Speaker Anthony Rendon for a conversation about issues facing California and the legislative priorities for the last month before the Legislature adjourns for interim recess.

Speaker Rendon highlighted housing affordability and homelessness as a combined key issue that lawmakers are looking to tackle through a package of bills before the session adjourns. He also talked about the “future of workers” and referenced how the Legislature is considering [Assembly Bill \(AB\) 5](#) (Gonzalez), which is the controversial measure that would codify the California Supreme Court’s decision in [Dynamex Operations West, Inc. v. The Superior Court of Los Angeles County](#) by requiring employers to prove that their workers should be classified as an independent contractor.

Speaker Rendon, who was executive director of a child development organization before being elected to the Assembly, commended Governor Newsom for investing more resources into early childhood education (ECE) and believes that it was one of the biggest accomplishments in this year’s State Budget. He emphasized the importance of ECE and how these programs look to address issues early on and break the cycle of poverty.

PPIC President and Chief Executive Officer Mark Baldassare prefaced the conversation around charter schools by noting that opinion polling shows that there are mixed reviews of charter schools among the state’s public school parents. PPIC’s April education survey found that 76% of parents are concerned about charter schools taking away state funding from traditional public schools, but 59% of public school parents also indicated that they support charter schools.

The Speaker said that while he and the Legislature recognize the role that charter schools play in the public education system there still needs to be local oversight over these schools. He stated that they are attempting to address many of these issues via [AB 1505](#) (O’Donnell, D-Long Beach), which will perhaps be the most contentious education issue over the next couple of weeks.

Without going into much detail Speaker Rendon did indicate that the Legislature is looking to put a couple of bonds for water and education facilities ([AB 48](#) [O’Donnell]) before voters in March 2020. He also confirmed that he has endorsed the split roll initiative that has qualified for the November 2020 ballot. He believes that the state has done a good job of funding education in recent years, but he knows that there needs to be more resources invested and this is one way of getting there.

You can find the Speaker’s comments on other issues, such as the 2020 presidential election, in the archived video [here](#).

Leilani Aguinaldo
Robert Miyashiro

Note: A study conducted by the California Teachers Association found that charter schools in Los Angeles, Oakland, and San Diego school districts enroll a smaller share of disabled students than traditional schools and that the disabled students at charter schools in those districts tend to have less severe disabilities.

Fewer Disabled Students Enrolled at California Charter Schools, Teachers Union Study Says

By Sophia Bollag and Hannah Wiley
The Sacramento Bee
August 21, 2019

California's main teachers union on Wednesday released a study that found disparities in the number of students with disabilities who attend charter versus traditional schools.

The study by the California Teachers Association, which is spending millions on legislation to restrict charter school growth, found charter schools in Los Angeles, Oakland and San Diego school districts enroll a smaller share of disabled students than traditional schools in those districts. It also found that disabled students at charter schools in those districts tend to have less severe disabilities.

"All schools, charter and public schools, should be respecting children's civil rights to a free and appropriate education," said Elaine Grace Regullano, one of the authors of the study. "These numbers show that there's a real concern that that civil right may not be being respected within the charter industry."

Charter schools, which are publicly funded but privately run, have pushed back against that argument before, saying they do not discriminate against disabled students.

"California's charter public schools are proud to serve nearly identical numbers of students with disabilities as traditional district schools," California Charter Schools Association spokeswoman Brittany Chord Parmley said in a statement, citing data from the Legislative Analyst's Office that shows charter schools enroll 10 percent disabled students, compared with 12 percent overall.

Charter schools "are making greater learning gains and doing more to educate students with disabilities in inclusive classrooms alongside their general education peers than traditional public schools," she said.

The study coincides with the Legislature's consideration of two bills that would hand school districts additional power over charter schools.

The first proposal, Assembly Bill 1505, would allow districts to deny a charter petition if they believe the school wouldn't serve the community's needs or would undermine existing resources from local schools. Its partner proposal, Assembly Bill 1507, would geographically limit charters to within their local jurisdiction boundaries.

Assemblyman Patrick O'Donnell, D-Long Beach, said the legislation is necessary to hold the schools accountable and will help ensure students have the resources they need to be successful.

"We shouldn't have a segregated system," O'Donnell said. "If we're going to have choice, we need to ensure we have equity."

Myrna Castrejón, president and CEO of the California Charter Schools Association, said petitioners already endure a rigorous authorizing process that includes proving the community's need for a charter.

"The legislation is an expression of a well-funded, two-year campaign to talk about charters as some sort of threat to district control and that somehow we're draining resources from districts and causing fiscal distress across the state," Castrejón said.

The teachers union study found students with disabilities made up roughly 11 percent of charter school enrollment in the three districts studied, compared with about 14 percent of students in those districts overall.

Disabled students can be more expensive to educate because they require special resources. For example, some students might require an aide to accompany them to classes and help them understand the material.

Because schools receive funding based on the total number of students, schools with high concentrations of disabled students carry a greater cost burden, the teachers union argues. The study estimates that in traditional schools in the three districts the disparity is between \$64 million and \$97 million.

Charter schools' most vocal critics say charter schools cherry-pick students who are least expensive to serve and most likely to score high on tests. But that argument paints charter schools with an overly broad brush, said John Rogers, an education policy expert at the University of California Los Angeles.

Traditional schools that operate within large districts may have better and more specialized resources for disabled students than charter schools, Rogers said. That causes some parents with disabled students to choose traditional public schools for their kids, rather than charters, and could account for part of the disparity, he said.

Districts or the coalitions of schools that pool resources to help disabled students may also be steering students to particular schools that are best equipped to fulfill their specific needs.

One of the parents featured in the study, Tracy Camp, says she took her son Kahlil out of an Oakland charter school because it wasn't providing him with the resources he needed as a student with a disability. In 5th grade, Kahlil was diagnosed with auditory processing disorder, which Camp says makes it difficult for him to stay organized and focus in class.

When she enrolled him in the charter school for 6th grade, she said he would come home and not know what he was supposed to do for homework, which caused his grades to slip. She asked the school to provide him with an aide in class who could help him stay focused and keep track of his assignments, but the school refused, she said.

For ninth grade, she transferred Kahlil to a community college. Kahlil is now 16 and has a 3.6 GPA, Camp said. She credits the community college's organized online system for keeping track of assignments as dramatically helping her son, and said she thinks his middle school should have done more to help him.

"He really wanted to do well," Camp said. "It just seemed that things weren't set up structurally to help him succeed."

Note: Assemblymember Medina announced late this week that he is going to make AB 331 a two-year bill amid the criticism of the draft ethnic studies curriculum that was released last month.

Complaints of Biased Curriculum May Sideline California's Ethnic Studies Push

By Dustin Gardiner
San Francisco Chronicle
August 21, 2019

Jorge Pacheco Jr. says he can understand why some students of color feel lost in the public education system.

He says he grew up believing that a person of his background — he is of Asian, Latino and indigenous Maya descent — wasn't destined to go far. He rarely learned about people like him in class and almost flunked out of high school.

More than a decade later, Pacheco is now a fourth-grade teacher in Mountain View and school board member in San Jose. He said he believes ethnic studies is the key for students who are struggling to embrace their potential, as he once did.

"Kids can't be what they don't see," said Pacheco, 28. "If they don't see themselves in the curriculum, if they don't know that their ancestors were powerful people ... how are they going to align themselves with education?"

Pacheco is now part of a movement of California educators pushing to create a statewide ethnic studies curriculum that could be a graduation requirement for high school students.

But the effort has ignited a fiery debate at the state Capitol, as lawmakers who are considering bills that would require such courses watch the unfolding backlash over a draft of the "Ethnic Studies Model Curriculum" drawn up for the state Department of Education.

Critics who say they are generally supportive of the idea think it's gone wrong in practice, with a proposed curriculum on the far left that would teach students that capitalism inherently exploits people of color, would reinforce racially divisive themes and would snub the history of several minority groups.

In particular, hundreds of Jewish people, including 16 state lawmakers, have blasted the proposed curriculum. They say the guidelines evoke anti-Semitic stereotypes, exclude the experiences of Jews in the U.S. and support a boycott of Israel for its treatment of Palestinians.

"It seems like a big, gaping hole if anti-Semitism isn't part of the conversation," said Assemblyman Marc Berman, D-Palo Alto, a member of the Legislative Jewish Caucus.

One part of the curriculum suggests that high school students review rap lyrics about Israel's conflict with the Palestinians that include the statement, "They use the press so they can manufacture." Berman said the material is a blatantly anti-Semitic trope about Jews controlling the media.

State Superintendent of Public Instruction Tony Thurmond said last week that the draft syllabus will undergo major revisions to reflect the contributions of Jewish people and the bigotry they have faced.

“Sadly, when it comes to history, we have witnessed high rates of anti-Semitic behavior against Jewish Americans in the past and in recent times,” Thurmond said.

Ethnic studies controversies

Critics of California’s draft “Ethnic Studies Model Curriculum” say several aspects are indicative of a left-wing bias. This is language taken from the draft curriculum for high school students. The draft was written for the state Department of Education by an advisory committee of high school teachers and ethnic studies professors from public universities.

Capitalism defined: “An economic and political system in which industry and trade are based on a ‘free market’ and largely controlled by private companies instead of the government. Within ethnic studies, scholars are often very critical of the system of capitalism as research has shown that Native people and people of color are disproportionately exploited within the system. In a capitalist economy, surplus value (profit) is generated from human labor and everything is commodified.”

Boycott, divestment and sanctions defined: “A global social movement that currently aims to establish freedom for Palestinians living under apartheid conditions. Inspired by tactics employed during the South African anti-apartheid movement, the Palestinian-led movement calls for the boycott, divestment, and sanctioning of the Israeli government until it complies with International law.”

The Israeli-Palestinian conflict: “For every free political prisoner, an Israeli colony is expanded. For each greeting, a thousand houses were demolished. They use the press so they can manufacture, but when my sentence is judged, reality presents itself.” — from “The Real Arab Money” by Narcy, an Iraqi-Canadian rapper, which the draft curriculum recommends students review.

He said the proposed curriculum focuses on the four groups that ethnic studies courses traditionally emphasize: African Americans, Asian Americans, Latinos and Native Americans. It’s a framework that some argue leaves out too many groups. Armenian, Hindu, Greek and Korean groups have said it excludes substantive discussion about their experiences.

The dispute, at its core, is a disagreement about the purpose and nature of ethnic studies, a movement that began on Bay Area college campuses in the late 1960s.

Supporters of the curriculum argue the concept of ethnic studies isn’t intended to be a general discussion of diversity. They said teaching students about the oppression of people of color requires discussion of controversial topics.

The curriculum was written by an advisory committee of educators, mostly high school teachers and ethnic studies professors from public universities.

Pacheco, who teaches bilingual ethnic studies at Mistral Elementary in Mountain View, was on the committee. He said his life changed in community college, when he took ethnic studies and realized that negative attitudes he’d absorbed about his racial heritage were based on stereotypes and bigotry. He said he’s seen the same thing with many of his students: As they learn about their ancestors and the history of racism in America, their academic performance and attendance improves.

Pacheco said criticism of course material that emphasizes how people of color have historically been marginalized is predictable.

“All this pushback is inevitable,” he said. “It is making visible systems of power. When we get push back around that, it makes perfect sense.”

Berman and some Jewish lawmakers have said while they support the idea of a mandatory statewide ethnic studies course, the curriculum would be more effective with a broader focus.

For example, Berman said, the course could draw comparisons between the discrimination faced by Irish, Polish and Italian immigrants in the 1800s and the bias confronting today’s migrants, to help students understand the recurrent strain of xenophobia in America.

“Does that mean you’re expanding the definition of ethnic studies?” Berman asked. “Yes, but what’s the goal?”

The state Board of Education’s Instructional Quality Commission will consider changes to the draft on Sept. 20. The full board is required under a 2016 state law to adopt a final curriculum next year.

In the meantime, the outcry over proposed course guidelines could lead state lawmakers to sideline legislation to make ethnic studies courses mandatory.

Two bills presented this legislative session deal with ethnic studies: AB331, by Assemblyman Jose Medina, D-Riverside, would add a one-semester ethnic studies course to the state’s high school graduation requirements.

That course would be based on the model curriculum that the state is now debating. The bill’s fate is now uncertain, and Medina’s office declined to comment.

A second measure, AB1460, by Assemblywoman Shirley Weber, D-San Diego, would require the California State University system to make ethnic studies mandatory for all undergraduates.

Her bill has faced opposition from some lawmakers and college professors, who say it would set a dangerous precedent of the state mandating university curriculum.

Weber, a retired professor who previously chaired the Department of Africana Studies at San Diego State University, said she proposed the bill because the education system has failed for 50 years to embrace ethnic studies.

“I’ve been in the ivory tower and tried to paint it multiple colors, and it has not worked,” Weber testified at a hearing. “What else do you need to know?”

PPIC Report Looks at LCFF Spending

By Kyle Hyland and Michelle McKay Underwood
School Services of California Inc.'s Fiscal Report
August 14, 2019

The Local Control Funding Formula (LCFF) officially met its funding targets during the 2018–19 fiscal year, the last State Budget of former Governor Jerry Brown’s tenure. While there was some angst as to whether Governor Gavin Newsom would support Brown’s signature school funding program, the enacted 2019–20 State Budget includes an increase of nearly \$2 billion to the LCFF via a 3.26% cost-of-living adjustment; therefore, signaling that Governor Newsom, at least for now, intends to continue funding the LCFF in future state budgets.

However, with the LCFF officially meeting its funding targets and the California School Dashboard now in place, there will be a much larger emphasis on outputs and accountability for the K-12 system moving forward. Policymakers and stakeholders will become increasingly interested in the LCFF’s efficacy and whether the funding is reaching the targeted student populations. This means that there will be numerous more reports—similar to the report that was just released by the Public Policy Institute of California (PPIC) on Wednesday, August 7, 2019—which will analyze how LCFF dollars are being spent and if they are moving the needle on student outcomes.

This particular PPIC [report](#) looked at district spending and school staffing data to see how LCFF dollars are being allocated across districts and schools. The report evaluated if district spending could show if the LCFF dollars were going to support high-need students. Some of the report’s key findings include:

- Overall, the LCFF has led to more equitable school district spending. Since the implementation of the LCFF in 2013–14, student spending in high-need districts (districts with more than a 55% unduplicated pupil percentage [UPP]) has increased by over \$500 more per pupil than in low-need districts (0-30% UPP). Additionally, the report found that class sizes have also been reduced in high-need districts more than in low-need districts.
- The LCFF imperfectly targets high-need students by allocating funding via district-level UPP. LCFF funding is allocated by district and provides additional dollars according to a district’s UPP. The report found, however, that there are many high-need students (low-income, English learners, and foster youth) that reside in districts that do not receive large portions of LCFF funding due to their UPP. However, the report concedes that the LCFF intentionally directs more money to the highest-need districts, over schools, in order to educate high-need students in areas with higher concentrations of unduplicated pupils.
- Districts are spending slightly more on teachers at their highest poverty schools. While this is the case, this pattern of spending was present well before the LCFF as districts tend to provide more teachers at their highest poverty schools but at lower pay than the teachers at their low-need schools.
- High-need schools and districts rely increasingly on less-experienced and lower-paid teachers. While the student-teacher ratio is lower at districts’ high-need schools than at their low-need schools, the report found that the high-need schools have much higher concentrations of novice teachers (those with no more than three years of experience) than low-need districts. The report contends that even if districts prefer to hire more experienced teachers at these schools, they are constrained by teacher shortages in some of

the key education disciplines and that it will take several years to see novice teachers grow into effective educators in terms of improving academic outcomes.


While the report does not specifically go into how the LCFF has affected student outcomes, it did note that new federal mandates under the Every Student Succeeds Act (ESSA) may provide more transparency into how the funds are affecting the achievement gap, as ESSA requires that state education agencies and local educational agencies report school-level per-pupil expenditures (see [“By the Way . . . CDE Releases Guidance on ESSA’s Per-Pupil Expenditure Reporting Requirement”](#) in the August 10, 2018, *Fiscal Report*).

In addition to future reports by organizations like the PPIC and the new federal mandates, the State Auditor is conducting an audit of three large, geographically disbursed school districts that have significant numbers of unduplicated pupils to see how LCFF dollars are being spent (see [“State Auditor to Audit LCFF”](#) in the March 22, 2019, *Fiscal Report*). The State Auditor’s report is expected in November.

We will continue to keep you apprised of the various audits, reports, and analyses on the LCFF as the spending and student outcomes become increasingly scrutinized.

Fresno Unified School District
Board Communication

BC Number AS-2

From the Office of the Superintendent
To the Members of the Board of Education
Prepared by: Kim Kelstrom, Executive Officer
Cabinet Approval: 

Date: August 30, 2019

Phone Number: 457-3907

Regarding: Legal Services by Category

The purpose of this communication is to provide the Board an update on legal services by category for the 2018/19 fiscal year.

Department	General Fund
	July 1, 2018 through June 30, 2019
Board of Education	\$ 312,929
Facilities Management & Planning	157,915
Human Resources/Labor Relations	596,323
General Legal Services	200,210
Special Education	301,263
Prevention & Intervention	11,395
Charter School	8,058
Total	\$ 1,588,093

Fund	Other Funds
	July 1, 2018 through June 30, 2019
Liability	\$ 1,319,702
Workers' Compensation	820,039
Total	\$ 2,139,741

If you have any questions or require further information, please contact Kim Kelstrom at 457-3907.

Approved by Superintendent
Robert G. Nelson Ed.D.



Date: 8/30/19

Fresno Unified School District
Board Communication

BC Number C-1

From the Office of the Superintendent
To the Members of the Board of Education
Prepared by: Zuleica Murillo, Executive Director
Cabinet Approval *A*

Date: August 30, 2019

Phone Number: 457-3390

Regarding: 2019/20 District Advisory Committee Meeting

The purpose of this communication is to provide the Board information regarding Parent University's ongoing partnership with the Department of State and Federal Programs to conduct District Advisory Committee (DAC) meetings.

The role of the DAC is to advise district administration on the development of the Local Control and Accountability Plan (LCAP) and the supporting budgets. Following Board approval of the LCAP, the DAC shall review a minimum of one time per year the implementation of the plan and comment on the effectiveness of the program with district officials using the state and county criteria in California Education Code Section 52060. The DAC shall review these bylaws annually and make modifications when necessary and carry out all other duties and responsibilities assigned by the district governing board and any state or federal laws and related codes of the State of California.

Five DAC meetings are scheduled during the 2019/20 school year. Meetings will be held at the District's Parent Resource Center at 850 N. Blackstone Ave. Officers will be elected during the first meeting of the year scheduled on Thursday, October 3, 2019.

Meeting dates:

- Thursday, October 3, 2019
- Thursday, November 14, 2019
- Thursday, January 30, 2020
- Thursday, March 26, 2020
- Thursday, May 7, 2020

Attached you will find the flyer with meeting details. If you have any questions or require additional information, please contact Zuleica Murillo at 457-3390.

Approved by Superintendent
Robert G. Nelson Ed.D.

Robert G. Nelson

Date:

8/30/19



Fresno Unified School District

Our Mission:
Empower, Engage, and Connect Families
to Support Student Achievement

District Advisory Committee (DAC) Meetings 5:30 P.M. – 7:30 P.M.



- **Thursday, October 3, 2019**
- **Thursday, November 14, 2019**
- **Thursday, January 30, 2020**
- **Thursday, March 26, 2020**
- **Thursday, May 7, 2020**

Parent Resource Center Parent University

850 N. Blackstone Ave. Fresno, CA 93701 | (559) 457-3390

Dinner, Hmong & Spanish Translation, and Childcare will be provided

Fechas de las Reuniones del Comité Consejero del Distrito (DAC) 5:30 P.M. – 7:30 P.M.

- **Jueves, 3 de octubre del 2019**
- **Jueves, 14 de noviembre del 2019**
- **Jueves, 30 de enero del 2020**
- **Jueves, 26 de marzo del 2020**
- **Jueves, 7 de mayo del 2020**

Nuestra Mision:
Habilitar, Involucrar y Conectar a las
Familias para Apoyar el Éxito Estudiantil

Centro de Recursos para Padres de la Universidad para Padres

850 N. Blackstone Ave. Fresno, CA 93701 | (559) 457-3390

Se proveerá cena, traducción en español & Hmong y cuidado de niños

Fresno Unified School District
Board Communication

BC Number EA-1

From the Office of the Superintendent
To the Members of the Board of Education
Prepared by: Kristi Imber-Olivares, Director
Cabinet Approval:

Date: August 30, 2019

Phone Number: 457-3896

Regarding: Fresno Unified School District Contract with College Board for Advanced Placement Exams

The purpose of this communication is to provide the Board the correct documentation for Fresno Unified School District's contract with College Board for Advanced Placement (AP) Exams. The 2019/20 school year contract bundle from Equity and Access included a College Board contract for AP Exams from 2018/19 instead of 2019/20. The attached Fresno Unified contract with College Board for AP Exams includes the correct 2019/20 College Board contract.

If you have further questions or require additional information, please contact Lindsay Sanders at (559) 457-3471.

Approved by Superintendent
Robert G. Nelson Ed.D.



Date: 8/30/19



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00025322**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "**Agreement**"), is made as of this **August 19, 2019** ("**Effective Date**"), by and between Fresno Unified School District ("**Client**") and the College Board (the "**College Board**").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "**Deliverables**") in accordance with the applicable schedules, which outline the Deliverables hereunder ("**Schedule**"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of January 1, 2020 and, unless sooner terminated as provided herein, will expire on June 30, 2020 ("**Initial Term**"). Client may renew this Agreement in twelve (12) month increments ("**Renewal Term**"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "**Term**." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2019-2020 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.



4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify and hold harmless the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not



limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of California without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in California State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:

Ruth Quinto
Chief Financial Officer
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721-2287
Tel: (559) 457-6226
Email: ruthie.quinto@fresnounified.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.



9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00025322

FRESNO UNIFIED SCHOOL DISTRICT

COLLEGE BOARD

Signature

Name

Title

Date

DocuSigned by:
Trevor Packer
Signature

Trevor Packer

Name

Senior Vice President, AP and Instruction

Title

08/19/2019

Date

APPROVED AS TO FORM

Andrew De La Torre
Andrew De La Torre, Executive Director
Benefits & Risk Management
8/21/19



ADVANCED PLACEMENT SCHEDULE FOR DISTRICT CENTRAL BILLING

I. SCOPE OF WORK

A. AP Exam Administration.

The Advanced Placement® Exams will be furnished by the College Board in May of 2020 (“2020 AP® Exam”). In connection with the College Board’s administration of the 2020 AP Exams: i) the College Board and Fresno Unified School District (hereinafter “District”) will implement this district central billing arrangement for AP Exams and any additional fees incurred; ii) the College Board will provide an online participation form (“AP Participation Form”) for e-signature to each of District’s schools, which authorizes each school to order and administer AP Exams; and iii) the College Board will make AP participation and performance data (“AP Online Score Reports”) available for District’s students enrolled in schools participating under this Agreement.

B. District Central Billing for AP Exams.

The College Board’s standard fee for each 2020 AP Exam is \$94.00 (ninety-four dollars), except for AP Seminar Exams and AP Research Exams. The College Board’s standard fee for each 2020 AP Seminar Exam and each 2020 AP Research Exam is \$142.00 (one hundred and forty-two dollars) per exam. The exam fee includes a \$9.00 (nine dollars) rebate per exam that schools can retain to offset exam administration costs. The College Board provides a \$32.00 (thirty-two dollars) fee reduction per exam for eligible students with financial need (“College Board AP Exam fee reduction”).

The District will pay for AP Exams for two categories of students:

1a) For each 2020 AP Exam, except AP Seminar Exams and AP Research Exams, taken by students who attend District’s schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

- i. The District will pay \$85.00 (eighty-five dollars) to the College Board; and
- ii. The student will pay \$9.00 (nine dollars) per exam to the school, unless the applicable high school will forego its \$9.00 (nine dollars) rebate per exam.

1b) For each 2020 AP Seminar Exam and each 2020 AP Research Exam taken by students who attend District’s schools and do not qualify for the College Board AP Exam fee reduction, the following will occur:

- i. The District will pay \$133.00 (one hundred and thirty-three dollars) to the College Board; and
- ii. The student will pay \$9.00 (nine dollars) per exam to the school, unless the applicable school will forego its \$9.00 (nine dollars) rebate per exam.

2a) For each 2020 AP Exam, except AP Seminar Exams and AP Research Exams, taken by students who attend District’s schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school’s AP coordinator, the following will occur:

- i. The College Board will provide a \$32.00 (thirty-two dollars) fee reduction per exam;
- ii. The applicable school will forego its \$9.00 (nine dollars) rebate per exam; and
- iii. The District will pay \$53.00 (fifty-three dollars) per exam to the College Board.
- iv. The student will pay \$0.00 (zero dollars) per exam.

2b) For each 2020 AP Seminar Exam and each AP Research Exam taken by students who attend District’s schools, and who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school’s AP coordinator, the following will occur:

- i. The College Board will provide a \$32.00 (thirty-two dollars) fee reduction per exam;
- ii. The applicable school will forego its \$9.00 (nine dollars) rebate per exam; and
- iii. The District will pay \$101.00 (one hundred and one dollars) per exam to the College Board.
- iv. The student will pay \$0.00 (zero dollars) per exam.



The College Board will bill the District centrally based on the number of AP Exams administered in each category.

C. Additional Fees.

The College Board will bill the District centrally for the following additional fees, if incurred:

- i. **Late Order Fee:** An additional fee of \$40 per exam (*in addition* to the base exam fee) will be applied to each exam ordered between November 16, 2019 and March 13, 2020.
- ii. **Unused/canceled exam fee:** \$40 per exam for exams canceled in the AP Registration and Ordering system after November 15, 2019 and by March 13, 2020. The original exam fee is removed from the invoice.
- iii. **Late-testing fee:** \$40 per exam (*in addition* to base exam fee) as applicable for alternate exams for late testing.
- iv. **Late Exam Return:** Twice the exam fee for each exam in shipments received after June 1, 2020.
- v. **AP Score Labels:** \$100 per set
 - a. Labels with students' AP scores can be ordered by schools and used to put on transcripts and other records.
- vi. **Free-Response Booklets:**
 - a. Schools can order their students' free-response booklets for a fee that is based on the number of booklets provided:
 - i. \$60: 1-20 booklets
 - \$120: 21-50 booklets
 - \$180: 51-100 booklets
 - \$300: >100 booklets

D. Invoicing.

The College Board will bill the District for the 2020 AP Exams initially in July, 2020 and then monthly thereafter to reconcile errors and/or late submissions.

The District shall remit payment to the address on the invoice of the amount indicated in each invoice within thirty (30) days upon receipt of such invoice. District shall remit full payment for the final invoice on or before by October 31, 2020.

If the District is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, District acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. District acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.


II. ADVANCED PLACEMENT TERMS AND CONDITIONS

A. Ownership of Intellectual Property. The District acknowledges and agrees that the AP Online Score Reports and the AP Exam, and all items (questions) contained therein, including all copies thereof, all examination materials, and all data included but not limited to all individually identifiable information collected under this Agreement is at all times exclusively owned by the College Board, who is the exclusive owner of all rights therein, in and to the AP Exam, including, without limitation, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the AP Exam to the District except for the license that has been granted.

B. AP Online Score Reports. When accessing the AP Online Score Reports, District shall comply with the terms of use of the online site. District may provide the AP Online Score Reports to the state or federal agency that has funded any of the exams furnished under this Agreement. District is prohibited from using the AP Online Score Reports and any data within the reports for any other purpose without the express written consent of the College Board.

Fresno Unified School District

BC Number HR-1

From the Office of the Superintendent
To the Members of the Board of Education
Prepared by: Manjit Atwal, Executive Director
Cabinet Approval: 

Date: August 30, 2019

Phone Number: 457-3548

Regarding: Consumer Price Index Certificated and Classified Management Salary Schedules for 2019/20

The purpose of this Board communication is to provide the Board background information for the agenda item on September 4, 2019 to approve the 2019/20 Consumer Price Index ("CPI") Certificated and Classified Management Salary Schedules. There are a total of four employees on these two salary schedules.

The positions on the CPI Certificated Management Salary Schedule ("CPI Certificated Schedule") are the Superintendent and Chief Academic Officer, and the positions on the CPI Classified Management Salary Schedule ("CPI Classified Schedule") are the Deputy Superintendent and Chief Human Resources/Labor Relations. The salaries for each of these positions are set by individual employment contracts, and because of that the salaries for these positions have traditionally been listed as "competitive and negotiable" on the Management Salary Schedule.

Annual salary increases for these positions are based on the CPI (which is determined by the Department of Industrial Relations) for urban wage earners and clerical workers, or negotiated increases for the bargaining units, whichever is less. For the 2019/20 school year, the CPI increase for these positions is 3.0%.

Based on recommendations from Payroll and their discussions with the Public Employee Retirement Systems, the CPI Certificated Schedule uses a monthly rate and the CPI Classified Schedule uses a daily rate.

Board approval of annual updated salary schedules for all employee classifications is consistent with best practices and is aligned with the recommendations from the Fresno County Superintendent of Schools. Accordingly, Human Resources and Payroll will bring additional 2019/20 updated salary schedules for all other management, certificated and classified employee groups.

If you have questions or need further information, please contact Manjit Atwal at 457-3501.

Approved by Superintendent
Robert G. Nelson Ed.D. 

Date: 8/30/19

Fresno Unified School District
Board Communication

BC Number OS-1

From the Office of the Superintendent
To the Members of the Board of Education
Prepared by: Karin Temple, Chief Operating Officer
Cabinet Approval:

Date: August 30, 2019

Phone Number: 457-3134

Regarding: Development of Sustainability Plan

The purpose of this communication is to provide the Board information in response to a Board member request for development of a sustainability plan for the district. Staff is seeking information regarding expert consultants to potentially assist the district, for a future recommendation to the Board. A sustainability plan can provide a framework to integrate sustainability principles into district systems and practices, and is anticipated to generally address the following components:

- Organizational Culture – shared vision and values
- Physical Place – built environment, surrounding natural environment, and resources used
- Educational Program – align vision with core programs

More information will be provided in the future. If you have questions or need further information, please contact Karin Temple at 457-3134.

Approved by Superintendent
Robert G. Nelson Ed.D.



Date: 8/30/19