

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 22, 2024,

AGENDA ITEM A-28a

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

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

ITEM DESCRIPTION: Included in the Board binders is a two-year agreement with the Council of the Great City Schools (Council) to provide professional services and coaching support to the district's governing team and other district staff as needed. Services will include leadership training and support coaching; confidential and closed session participation and advising; professional development; facilitation of discussions regarding the district's long-term vision and strategic plan; real-time coaching during school board meetings; and other governance team supports as mutually agreed upon.

The term of the agreement is April 24, 2024, through April 28, 2026.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$100,000 are available in the Board Office budget.

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

COUNCIL OF THE GREAT CITY SCHOOLS (CGCS)

1301 PENNSYLVANIA AVE NW #702

Vendor Name
(202) 393-2427

Address
RAYMOND C. HART

Phone Number

Vendor Contact

From: April 29, 2024

Through: April 28, 2026

Term (Duration)

FUSD Contract Administrator:
Ambra O'Connor

Board Office 457-3727

Name

Site/ Dept

Telephone number

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

030-0670-0855-0000-7100-5899

Annual Cost \$ 100,000.00 (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:

CGCS shall provide professional services, and Coaching Support, to the District's governing team, and other District staff as needed, including leadership training and support; coaching; confidential and closed session participation and advising; professional development; facilitation of discussions regarding the District's long-term vision and strategic plan; real-time coaching during school board meetings; and other governance team supports as agreed upon.

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

05/22/24 **Agenda Item #** (Contracts of \$15,000.00 or more)

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

 5/8/24

Signed *Date*

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

 May 13, 2024

Signed *Date*

Please return signed contract to:

Luz Becerra

Board of Education Office

Name

Department

**Council of the Great City Schools
Professional Services Agreement
Assisting with Member District Governance**

This Professional Services Agreement ("Contract") is entered into by the **Council of the Great City Schools** ("Council") located at 1331 Pennsylvania Avenue, N.W., Suite 1100N, Washington, D.C. 20004 and **Fresno Unified** ("District") located at [12309 Tulare St., Fresno, CA 93721](#) for professional services to be provided by the Council to the District in accordance with and in consideration of the terms set forth herein.

I. Scope

The Council shall provide professional services, i.e. Coaching Support, to the District's governing team,¹ and other District staff as needed, that include, but are not limited to in-person or virtual: leadership training and support; coaching; confidential and closed session participation and advising; professional development; facilitation of discussions regarding the District's long-term vision and strategic plan; real-time coaching during school board meetings; and other governance team supports as agreed upon in the Board Implementation Timeline ("Timeline") referenced in Section III of this Contract.

II. Term

This Contract shall begin on [04/29/2024](#) and shall remain in effect until [04/28/2026](#) (up to 24 months), unless completed or terminated in accordance with Section VI below.

III. Cost to the District for the Two-Year Professional Services Agreement

A. Non-Refundable Base Fee. The non-refundable base fee for the two-year Contract term is \$60,000.00, contingent upon meeting the requirements of Section III.B. of the Contract. However, a discount of \$20,000.00 will be given if the School Board's vote to approve this Contract is unanimous. The initial leadership training and support typically involves two days of on-site or virtual visits by Council team members. The non-refundable base fee is inclusive of preparation and planning prior to session and ongoing in-person and virtual coaching support to accomplish the deliverables set forth in the Board Implementation Timeline. A copy of the Board resolution reflecting the Board's vote shall be included with the signed Contract. The non-refundable base fee is due upon execution of this Contract.

B. Non-Refundable Base Fee Requirements. The Board will be eligible for the non-refundable base fee only if:

- 1) Within the first three (3) months of execution of this Contract, the Board has adopted a Board Implementation Timeline ("Timeline") identifying measurable, objective, and attainable activities and deliverables to be completed during the term of the Contract. The Timeline is a project management document that outlines the pacing of activities and deliverables to fully implement the student-outcomes focused governance framework. Reasonable modifications to the

¹ For purposes of this contract, the "Governing Team" is defined as the School Board Members and the Superintendent of the school district.

Timeline are expected and shall be agreed upon by the Board and the Council;

and,

- 2) The District completes the activities/deliverables within the Timeline. The determination as to whether the activities/deliverables are completed within the Timeline shall be made by the Council in consultation with the Board Chair.

C. Early Termination.

As set forth in Section VII, if the Contract is terminated by the District prior to completion of the Timeline, the actual costs of services rendered will be charged to the District in accordance with Section IV. The non-refundable base fee will be applied to the amount of actual costs incurred; however, no portion of the non-refundable base fee will be returned to the District.

IV. Actual Costs to the District Upon Early Termination

Actual costs will be assessed to the District for any completed activities/deliverables when the District terminates the Contract prior to completion of the Timeline, as follows:

A. Compensation for Initial In-Person Session: The initial in-person training and facilitation shall be charged at the cost of \$20,000.00 per full session.

B. Compensation for Coaching Support: Coaching Support shall be charged at a rate of \$1,000.00 per day or \$150.00 per hour, whichever is less, up to the date of termination of the Contract.

C. Expenses Cap: The maximum amount of actual costs that shall be charged to the District for services provided, exclusive of travel expenses, is \$100,000 (for unanimous vote) or \$120,000.00 (for non-unanimous vote) per 12-month period.

V. Subject Matter Experts:

Service from Consultants who are Subject Matter Experts may be provided at \$1,000 per full day of service or at a rate of \$150 per hour—whichever is less. This amount may be invoiced after delivery of the services.

VI. Travel Expenses

In addition to the non-refundable base fee for this Contract, the District shall reimburse the Council for all travel-related expenses incurred and necessary for the performance of the Contract services up to a total effective rate not to exceed \$2,500.00 per person, per trip. Such reimbursement shall include, but is not limited to, transportation to and within the region, lodging, and meals and will comply with all District policies, as well as state and local statutes.

VII. Termination

Either party may terminate this Contract without cause after written notification to the other party at least thirty (30) calendar days in advance. Any termination by the District prior to completion of the activities/deliverables in the Board Implementation Timeline shall require immediate payment

SAMPLE

Board Implementation Timeline

Overview

The Fresno Unified Board has identified the following objectives it wants to pursue to increase its focus on improving student outcomes.

- 1. Identify, clarify, and monitor progress regarding the community's vision and values**
 - Clearly identify the board's SMART Goals and Guardrails to improve student outcomes from within the existing Strategic Plan;
 - Adopt a monitoring calendar to serve as the framework for the Goals and Guardrails;
 - Implement a two-way community engagement process to engage, listen, and report on the community's vision and values for students;
 - Conduct quarterly self-evaluations to track the board's growth towards focusing on the adopted Goals and honoring of the adopted Guardrails; and,
 - Conduct annual superintendent evaluations based on the board's adopted Goals and Guardrails.

- 2. Redesign board meetings to be more focused on the Goals**
 - Invest at least fifty percent (50%) of board meeting time each month into monitoring progress toward the Goals (once they are adopted);
 - Review board agenda to create alignment with the Goals and Guardrails;
 - Conduct an analysis of how much time is spent on various items during the course of a given board meeting; and,
 - Review board calendar to create alignment with the Goals and Guardrails.

- 3. Codify board processes and practices**
 - Review and, if needed, revise the board's operating procedures to clarify distinct work of the board (governance) and superintendent (management) as well as the shared work of both parties; and,
 - Provide effective governance trainings for community members.

The Board Chair, Board Admin, Superintendent, and CGCS Coach will meet monthly to coordinate activities.

Additional Resources

[Student Outcomes Focused Governance Manual](#)