



Contract Routing Form

Contract Attached

Contract Number: 272907

Federal Funding Will Not Be Used

Fresno County Sheriff'S Office

Vendor Name

559-600-8595

Phone Number

Term (Duration) From: 8/18/2025

FUSD Contract Administrator:

Rodney.Branch@fresnounified.org

Rachael.Maciel@fresnounified.org

Name

2200 Fresno Street. Fresno, Ca 93721

Address

Ernest Buddy Mendes

Vendor Contact

Through: 6/30/2026

Cesar Chavez Adult School

Site/Dept

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

Contract Amount: \$0.00

Authorized as Not to Exceed

Scope of Work Summary: *Fresno Adult School (Fas) Will Provide Community Classroom Services With Fresno County Sheriff'S Office (Fcso) Under This Mou To Adults Incarcerated In Fcso'S Jail Facilities (Jail Facilities) And/Or Adults Under Active Supervision Of The Fcso Custody Division At No Cost To The Fresno Unified School District.*

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

Routing Order:

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

Rachael Maciel

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

Carlos Castillo

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

[Signature]

4) Reviewed & approved by **Chief Financial Officer:**

[Signature]
Fresno Unified (Aug 15, 2025 11:28:21 PDT)

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

Routing:CFO Board Date(if applicable):

Procurement Detail zero |

II. Academic Return on Investment

Situation		Inputs		Outputs		Outcomes (Must be measurable)		
Problem and Need	Investments (e.g., equipment, funds, product, services, staff)	Activities	Participants	Short-term (Learning)	Mid-term (Change in Behavior or Performance)	Long-term (Change in Condition)		
There is a need for structured educational and vocational services for incarcerated adults and those under supervision to reduce recidivism, enhance employment opportunities, and foster reintegration into society. Without accessible education and training, many individuals face significant barriers upon release, increasing the likelihood of recidivism.	Fresno Adult School provides qualified educators, curriculum development, and assessments.	Deliver high school equivalency, ESL, culinary, and custodial certification programs.	The primary beneficiaries will be Incarcerated adults and those under FCSO supervision.	In Aug. 2025 to June 2026 school year, we expect to see a 50% of selected adults to participate in the courses offered by FAS.	Staff will use observation checklists and rubrics to assess participants' behaviors during group activities.	We expect to see 50% of identified incarcerated adults and those under supervision of FCSO participate in FAS courses, leading to an increase of enrollment from 82% to 87% by June 2025.		
	Fresno County Sheriff's Office assigns classroom space, supplies, and ensures appropriate referrals.	Conduct career assessments and training to prepare individuals for employment.	The educators and trainers will be Certified District-employed teachers	Enrollment of the selected participants in educational and certification programs will increase from the current 82% to 87%.	Success is defined as 50% of participants are consistently demonstrating these skills by November 2025, based on multiple assessments.	Success will be determined by comparing enrollment records at baseline and at the end of the period, ensuring the increase reflects both new and continuing participants.		
	Jointly FAS and FCSO will conduct periodic evaluations of program effectiveness to align services with the needs of participants.	Teach soft skills such as Practical assignments that involve collaborative problem-solving, helping participants build trust and cooperation.	The stakeholders will be Fresno Unified School District, Fresno County Sheriff's Office .	By the first semester, 60% of participants will have actively engaged in skill building activities (i.e. mock interviews, resume writing, vocational training, etc.)	Program records will track enrollment and completion of vocational modules among eligible participants—those whose incarceration terms align with course timelines. The goal is for at least 70% of these participants to complete one	Within three months after completing the program, 40% of participants will seek, gain, or maintain employment, or enrollment in training/education program for at least 5 consecutive months monitored by probation officer.		

II. Academic Return on Investment

complete at least one vocational training module for those whose incarcerated term equals the start and completion of the course.	module by November 2025.	Within 5 months after successfully completing the program, participants will report increased self-efficacy and reduced reliance on high-frisk behaviors, contributing to a sustained decrease in recidivism. This will be measured by a pre-post survey and probation officer evaluation.
By the end of week 3, at least 70% of participants will report increased motivation to learn a job-readiness skill that supports successful reentry into the workforce.	At 4 weeks, 60% of participants will have actively engaged in skill building activities (e.g., mock interviews, resume writing, vocational training).	By June 2026, the program will contribute to a measurable improvement in community reintegration outcomes, including work stability and reduce parole violations. Measured by the state of California's last three year recidivism data of 44.6%.
By week 6, 35% of participants will demonstrate measurable improvement in literacy and soft skills, contributing to enhance self-worth and confidence in pursuing employment after release.	Within 6 to 10 weeks, 40% of certificate earners will have applied for at least one job, apprenticeship, or educational opportunity at FAS post-release.	Increase the number of high school graduates at Fresno Adult School by 10%, from a baseline of 251 graduates in the previous year to at least 276 graduates by the end of the current academic year.
	FAS and FCSO will increase collaboration with local employers to facilitate job placements, aiming for a 5% increase in successful placements by the end of the fiscal year, starting from a baseline of 0%.	

II. Academic Return on Investment

**Memorandum of Understanding
Between
Fresno Unified School District
(Fresno Adult School) And
Fresno County Sheriff's Office
(Jail Programs)**

This Memorandum of Understanding (MOU) is dated _____ and between Fresno Unified School District (FUSD), through its Fresno Adult School (hereinafter referred to as FAS) and County of Fresno (COUNTY), acting through the Fresno County Sheriff's Office (Jail Programs) (hereinafter referred to as FCSO).

Fresno Unified School District has overseen the delivery of adult educational and vocational services for over 45 years. FAS has received several awards and recognition in the past years, including the Hands Across the Valley Volunteer Award for the Fresno County Office of Education's Adult Transition Program. FAS also has a partnership with Fresno City College through the dual enrollment classes that help students gain access to college and career readiness, and provides resources to the students, such as access to the food pantry, bus passes, health clinic, and other necessities.

FAS will provide Community Classroom services with FCSO under this MOU to adults incarcerated in FCSO'S jail facilities (Jail Facilities) and/or adults under active supervision of the FCSO Custody Division.

1. TERM

The term of this MOU shall be effective for the 2025-2026 school year beginning August 18, 2025, through June 30, 2026.

2. AMENDMENT AND EXTENSION OF MOU

This MOU may be amended by a written agreement signed by both the FAS and FCSO. Prior to this MOU's expiration date, this MOU may be annually extended for up to five additional one-year terms by a written agreement signed by both the FAS and FCSO. A letter of agreement signed by an authorized representative of both the FAS and FCSO will be sufficient to amend and/or extend this MOU.

3. FAS's RESPONSIBILITIES

A) Provide adult educational and Career and Technical Educational vocational curriculum and instruction to incarcerated adults and those under the jurisdiction of the FCSO, which will include state-authorized courses within the following areas:

- High School Equivalency Test Preparation
- Culinary Certification Training
- Custodial Certification Training

B) Provide appropriate teaching staff, curriculum, and facilitate educational and career

assessments.

- C) Provide compensation for educators providing services under this MOU.

FAS has sole authority over staffing necessary to provide services identified within this MOU including, but not limited to, subcontracting the educational services to third-party contractors that the FAS identifies as qualified.

4. FRESNO COUNTY SHERIFF'S OFFICE RESPONSIBILITIES

- A) FCSO will assign classroom space at the designated locations, which are to be agreed to in writing by the parties to this MOU. FCSO will assess its clients' needs to ensure appropriate referrals are made to these services, and will assist with documentation of classroom attendance.

- B) FCSO shall provide classroom supplies and equipment.

5. MUTUAL RESPONSIBILITIES

FAS and the FCSO will periodically review the needs of FCSO clients to identify which educational and vocational services will best service the targeted population as needed.

FAS academic counselors and FCSO social workers will support transitions of students seeking further education into FAS.

6. PAYMENT

The parties both agree that there will be no payment involved for services rendered by either party under this MOU.

7. INSURANCE AND INDEMNIFICATION

- A. INDEMNIFICATION BY FAS - FAS shall indemnify, defend and hold COUNTY, and COUNTY'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this MOU of FAS, and FAS's officers, agents and employees.

- B. INDEMNIFICATION BY COUNTY - COUNTY shall indemnify, defend and hold FUSD, and FUSD'S agents, officers, board members and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this MOU of COUNTY, and COUNTY'S officers, agents and employees.

- C. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, FAS shall not be deemed to be COUNTY'S agent, and COUNTY shall not be deemed to be FAS'S agent.

- D. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. CONTINUING OBLIGATION

To the extent that the FAS has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this MOU, those obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during the term of this MOU.

To the extent that COUNTY has agreed to indemnify, defend and hold harmless FAS, its agents, officers, board members and employees under this MOU, those obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during the term of this MOU.

F. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

8. CONSISTENT FEDERAL INCOME TAX POSITION. FAS acknowledges that the Jail facilities have been acquired or improved (and are situated on land that has been acquired) using net proceeds of governmental tax-exempt bonds ("Bond-Financed Facility"). FAS agrees that, with respect to this Agreement and the Bond-Financed Facility, FAS is not entitled to take, and shall not take, any position (also known as a "tax position") with the Internal Revenue Service that is inconsistent with being a "service provider" to the COUNTY, as a "qualified user" with respect to the Bond-Financed Facility, as "managed property," as all of those terms are used in Internal Revenue Service Revenue Procedure 2016-44 and 2017-13, as applicable, and to that end, for example, and not as a limitation, FAS agrees that FAS shall not, in connection with any federal income tax return that they file with the Internal Revenue Service or any other statement or information that it provides to the Internal Revenue Service, (a) claim ownership, or that it is a lessee, of any portion of the Bond-Financed Facility, or (b) claim any depreciation or amortization (as referenced in Internal Revenue Service Revenue Procedure 2016-44) or amortization deduction (as referenced in Internal Revenue Service Revenue Procedure 2017-13), investment tax credit, or deduction for any payment as rent with respect to the Bond-Financed Facility.

9. NO EXCLUSIVE POSSESSION. FAS shall not have any right to control or exclusively possess all or any portion of any County facility, including the Jail Facilities, and at any time, authorized County staff may enter County facilities, including the Jail Facilities, where FAS is performing services.

10. TERMINATION

Either party may terminate this MOU with sixty (60) days' advance written notice. Additionally, both parties will consider the status of class participants during this process.

11. NON-ASSIGNMENT. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12. GOVERNING LAW. The laws of the State of California govern all matters arising from or related to this Agreement.
13. JURISDICTION AND VENUE. This Agreement is signed and performed in Fresno County, California. Contractor consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.
14. CONSTRUCTION. The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.
15. DAYS. Unless otherwise specified, "days" means calendar days.
16. HEADINGS. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.
17. SEVERABILITY. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.
18. NONDISCRIMINATION. During the performance of this Agreement, the Contractor shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.
19. NO WAIVER. Payment, waiver, or discharge by the County of any liability or obligation of the Contractor under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Contractor and does not prohibit enforcement by the County of any obligation on any other occasion.
20. ENTIRE AGREEMENT. This Agreement, including its exhibits, is the entire agreement between the Contractor and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.
21. NO THIRD-PARTY BENEFICIARIES. This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.
22. COUNTERPARTS.
This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.
23. ELECTRONIC SIGNATURES

The parties agree that this MOU may be executed by electronic signature as provided in this section.

A. An "electronic signature" means any symbol or process intended by an individual signing this MOU to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

B. Each electronic signature affixed or attached to this MOU (1) is deemed equivalent to a valid original handwritten signature of the person signing this MOU for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

E. This MOU is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this MOU with an original handwritten signature.

The parties are signing this Agreement on the date stated in the introductory clause.

DISTRICT
Fresno Unified School District

COUNTY OF FRESNO


Printed Name (Aug 13, 2025 11:29:23 PST)

Patrick Jensen, Chief Financial Officer

Aug 13, 2025

Date

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

Attest:

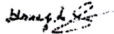
Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By: _____

Approved As To Form:



Stacey Sandoval, Executive Director Risk Management

Aug 12, 2025

Date

For accounting use only:

Org No.: 31114000

Account No.: 7295

Fund No.: 0001

Subclass No.: 10000