



AMENDED AGENDA
May 15, 2022
(Noted on Page 1 and 2)

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

AGENDA
May 18, 2022

***4:45 P.M. (CLOSED SESSION) *6:00 P.M. (OPEN SESSION)**

THIS MEETING WILL BE HELD AT
2309 Tulare Street
Board Room, 2nd Floor
Fresno, CA 93721-2287
and

MEMBER THOMAS WILL PARTICIPATE FROM THE FOLLOWING
TELECONFERENCE LOCATION
505 N. Michigan Ave, Chicago, IL 60611
Michigan Conference Room
Open to the Public

PURSUANT TO GOVERNMENT CODE SECTION 54953 (b)(2),
All action taken during this teleconferenced
meeting shall be by roll call vote.

PLEASE NOTE: WE ARE BACK TO IN-PERSON BOARD MEETINGS.

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

PLEASE NOTE: PARKING WILL BE AVAILABLE FOR BOARD MEETINGS AFTER 5:00 P.M. AT THE "N" STREET PARKING PAVILION LOCATED ON THE SOUTHEAST CORNER OF TULARE AND "N" STREETS – ENTRANCE IS ON "N" STREET. Board meeting attendees without key cards should report to the parking booth to be scanned in by the attendant. Please do NOT pull a ticket. Also, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

Individuals who plan to attend the meeting in person must go through the [COVID-19 Daily Self-Health Screening Tool](#) the day of the board meeting and must answer "no" to all questions.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Board of Education Room is subject to metal detector scanning. The use of metal detectors is approved under Board Policy 5145.12.

The following items will not be permitted: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before the Board President announces the specific agenda item.

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

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

***4:45 P.M.**

CALL Meeting to Order

OPPORTUNITY for Public Comment on Closed Session Agenda Items

RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); FUSD Negotiator(s): Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
 - a. **Director**
5. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
 - a. Potential Case (One)
6. Conference with Legal Counsel – Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Trudy Smith v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2017-0774

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

PLEDGE OF ALLEGIANCE

Trustee Levine will lead the flag salute.

HEAR Report from Superintendent

OPPORTUNITY for Public Comment on Consent Agenda Items

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

A. CONSENT AGENDA

A-1, APPROVE Personnel List

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

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

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the May 4, 2022, Regular Board Meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Kim Mecum, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes for the May 4, 2022, Regular Board meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Dr. Robert G. Nelson, telephone 457-3884.

A-4, ADOPT Resolution, Order of Election, and Specifications of the Election, and Specifications of the Election Order for the November 8, 2022, Election

Included in the Board binders is a Resolution, Order of Election, and Specifications of the Election Order for the November 8, 2022, Election. California Education Code 5322 requires that this resolution be submitted to the Fresno County Superintendent of Schools and the County Elections Office no later than 123 days prior to Tuesday, November 8, 2020, the date of the election, to file the Specifications of Election Order for filing positions in the following trustee areas: Area 1 (Edison), Area 3 (Sunnyside), Area 4 (McLane) and Area 7(Bullard). The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district. Contact person: Ambra O'Connor, telephone 457-3566

A-5, ADOPT Declaration of Need for Fully Qualified Educators

Annually, the District adopts the Declaration of Need for Fully Qualified Educators, which certifies there may be an insufficient number of certificated persons who

A. CONSENT AGENDA – continued

meet the district's specified employment criteria for the positions listed on the Declaration. The adoption of the Declaration is a prerequisite to the issuance of any limited assignment teaching permits or emergency permits in the event that shortages in certain subject areas occur (Title 5, California Code of Regulations, Section 80026). The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-6, APPROVE Agreement with the University of Colorado-National P3 Center

University of Colorado-National P-3 Center is to improve the education continuum that children experience from birth (preschool) through 3rd grade. As Fresno Unified expands early learning programs, we will utilize the services of the National P-3 Center to conduct an FUSD District P-3 Audit to determine the extent to which current district structures, practices, and policies are systemically aligned to support the education continuum preschool through 3rd grade. The Superintendent recommends approval. Fiscal impact: Sufficient funding from Early Learning Department's 2022/23 budget will be available. There is no impact to the district at this time. Contact person: Lindsay Sanders, telephone 457-3687.

A-7, APPROVE an Agreement between Fresno Unified School District Early Learning Department and California Child Care Resource and Referral Network

Approval is requested for an agreement between Fresno Unified School District Early Learning Department and the California Child Care Resource and Referral Network from May 19, 2022, through June 30, 2023. The cost will be \$300,000.00 and is funded by a contract from the California Department of Social Services, Child Care and Development Division. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$300,000 are available in the Early Learning budget. The agreement is funded by a contract from the California Department of Social Services, Child Care and Development Division. Contact person: Lindsay Sanders, telephone 457-3687.

A-8, APPROVE an Agreement between Fresno Unified School District Early Learning Department and Central Valley Children's Services Network

Approval is requested for an agreement between Fresno Unified School District Early Learning Department and the Central Valley Children's Services Network from May 19, 2022, through June 30, 2023. The cost will be \$150,000 and is funded by a contract from the California Department of Social Services, Child Care and Development Division. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$150,000 are available in the Early Learning budget. The agreement is funded by a contract from the California Department of Social Services, Child Care and Development Division. Contact person: Lindsay Sanders, telephone 457-3687.

A. CONSENT AGENDA – continued

A-9, APPROVE Agreement with California Office to Reform Education for Shared Principal II Services by Maria Lynn Rocha Salazar as a Fresno Unified Employee on Loan to California Office to Reform Education

Request for approval of the agreement between Fresno Unified and CORE for the shared services of Principal II, Maria Lynn Rocha Salazar, as a Fresno Unified School District employee on loan to CORE as of August 1, 2022 through June 28, 2023. Pursuant to the Shared Services Agreement, CORE must reimburse the district for all items of cost associated with, or arising out of, its access to the services of the district's employee, Maria Lynn Rocha Salazar. The Superintendent recommends approval. Fiscal impact: CORE will reimburse Fresno Unified School District for the total cost associated with the Shared Services Agreement. As a result, there will be no fiscal impact to the district for this agreement. Contact person: David Chavez, telephone 457-3501.

A-10, APPROVE Agreement with Education and Leadership Foundation/Inter-Act Fellows

For the 2021/2022 Academic year, the A4 office has expanded programs now serving students K-8 in the summer. This expansion will serve students across all regions and grade levels that did not previously have access to support provided by our office. Utilizing this support model, the A4 office in collaboration with ELF/Inter-Act Fellows is intended to maintain the level of rigorous and explicit instruction meeting the needs of each student served. ELF/Inter-Act Fellows will provide services within A4's Summer Math Camp, Springboard Summer Reading Program and the launch of middle schools L.E.A.D. program. The 10 instructional tutors will provide a total of 84 hours of in class instructional support and participate in 5 hours of professional development to prepare for programs. Please see MOU for scope of work. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$21,051.80 are available in the African American Academic Acceleration office general budget. Contact person: Misty Her, telephone 457-3802.

A-11, APPROVE Agreement between Fresno Unified School District and FM3 Research

Approval is requested for an agreement between Fresno Unified School District and FM3 Research. Fresno Unified will be contracting with FM3 to conduct survey research to better understand the preferred and most effective means of communicating with District parents. This agreement includes a sample size of 600 parents and surveys will be conducted online and over the telephone in English, Spanish and Hmong. The Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$41,250 are available in the Communications budget. Contact Person: Nikki Henry, telephone 457-3733.

A. CONSENT AGENDA – continued

A-12, APPROVE Appointment of Clint Horwitz as Chair of the Citizens' Bond Oversight Committee

It is recommended the Board approve the Superintendent's nomination of Clint Horwitz as Chair of the Citizens' Bond Oversight Committee (CBOC). Mr. Horwitz is currently a member of the CBOC, having been appointed in March 2019. He was nominated by the late Trustee Mills, and his appointment as Chair would create a vacancy to be filled by the new Area 5 Trustee. Mr. Horwitz will replace outgoing Chair Barbara Steck, whose term is expiring. The Superintendent recommends approval. Fiscal impact: No fiscal impact to the district. Contact person: Paul Idsvoog, telephone 457-3134.

A-13, APPROVE Award of Bid 22-30, Tenaya Middle School Office and Sitework Improvements

Included in the Board binders is information on Bid 22-30, for new steel picket and chain-link fencing and gates, concrete sidewalks, entry canopy, new main office exterior doors and landscape and lighting improvements at Tenaya Middle School to improve safety and security for students, staff and visitors. The project will replace existing grass areas in front of the Administration Office with concrete and install fencing, gates, and new office entry doors to create a single point of entry to the campus. Staff recommends award to the lowest responsive, responsible bidder: Viking Enterprises (Fresno, California) \$458,825. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$458,825 are available in the School Facilities Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-14, APPROVE Award of Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements

Included in the Board binders is information on Bid 22-34, to make acoustical improvements to multipurpose room and remodel band rooms at Edison High School. Project also includes audio-visual equipment upgrades; new stage acoustic shell; expanded practice and instrument storage spaces; and new flooring and finishes. Staff recommends award of base bid only to the lowest responsive, responsible bidder: Marko Construction Group, Inc. (Fresno, California) \$1,200,000. The Superintendent recommends approval. Fiscal impact: \$1,200,000 is available in the School Facilities Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-15, APPROVE Award of Bid 22-37, Kirk Elementary School Sitework Improvements

Included in the Board binders is information on Bid 22-37, for new steel picket and chain-link fencing and gates, concrete sidewalks, concrete seat walls, planters and landscape at Kirk Elementary School to address accessibility issues, improve safety and security for students, staff and visitors. Staff recommends award to the lowest responsive, responsible bidder: BDM, Inc. (Fresno, California) \$617,370.

A. CONSENT AGENDA – continued

The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$617,370 are available in the Measure K Savings Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, APPROVE Award of Bid 22-38, Yokomi Elementary School Portable Restroom Installation

Included in the Board binders is information on Bid 22-38, to provide infrastructure and site improvements for new modular restroom building at Yokomi Elementary School. Project also includes utility connections, fire sprinkler upgrades at existing portables, and accessibility improvements. Staff recommends award to the lowest responsive, responsible bidder: Davis Moreno Construction, Inc. (Fresno, California) \$510,847. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$510,847 are available in the School Facilities Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Request for Proposal 22-02, Financial System

It is recommended the Board approve award of Request for Proposal (RFP) 22-02. The proposal is for Enterprise Resource Planning (ERP) Software to upgrade the district's financial system. The contract term is for a five-year period. Approval of the best value vendor is recommended: CGI, Inc. in the amount of \$6,784,985. The Superintendent recommends approval. Fiscal impact: Funding in the amount of \$6,784,985 is available in the General Fund. Contact person: Santino Danisi, telephone 457-3980.

A-18, APPROVE Award of Request for Proposals 22-32, Musical Instruments

Included in the Board binders is information on Request for Proposals (RFP) 22-32, to identify qualified vendors and establish discounted prices for the purchase of musical instruments. The RFP establishes three-year price contracts based on discounts off the current manufacturer's suggested retail price. Based on an extensive review by the evaluation committee, including Visual and Performing Arts leaders and teachers, staff recommends award of RFP 22-32 to the best value proposers based on price discounts and response to the service questionnaire:

American Music Company	Fresno, California	104 items
California Keyboards Music Center	Bakersfield, California	5 items
Gottschalk Music Center	Clovis, California	159 items
Harvard House Music	Fresno, California	17 items
Patrick's Music...Etc.	Fresno, California	20 items
The Horn Shop	Fresno, California	66 items

The Superintendent recommends approval. Fiscal impact: This award establishes a set discount; it does not commit district funds. Future purchases will be based on program need and funding availability. Contact person: Paul Idsvoog, telephone 457-3134.

A. CONSENT AGENDA – continued

A-19, APPROVE Rejection of Bid 22-31, Brawley Service Center HVAC Replacement

Included in the Board binders is information on Bid 22-31, to replace the existing heating and cooling system that services the Maintenance Department shops, Auto and Bus shop, Warehouse, Graphics and Transportation offices. The project will furnish and install new packaged HVAC units, evaporative cooling units, new exhaust fan motors and belts, new ductwork, and registers. Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount. The project scope will be evaluated for modification and rebid in the future. The Superintendent recommends rejection. Fiscal impact: Rejecting the bids results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

A-20, APPROVE Revised Job Descriptions for Service Employees International Union Local 521 (SEIU)

Revised Job Descriptions for Service Employees International Union Local 521 (SEIU). The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3501.

A-21, DENY Claim GL21-1127-6281

Included in the Board binders is a Claim for Damages by Julio Estrada and Laura Delgado, case GL21-11127-6281. The Superintendent recommends the Claim be denied and the matter referred to the district's Executive Director of Benefits and Risk Management for further handling. The Superintendent recommends the Claim to be denied, and the matter referred to the district's Executive Director of Benefits and Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

A-22, RATIFY Change Orders for the Projects Listed Below

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

Bid 20-19, Fresno High School Career Technical Education (CTE) Building Construction		
Change Order 10 presented for ratification	\$	41,968
Bid 20-49, Juan Felipe Herrera New Elementary School		
Change Order 8 presented for ratification	\$	88,705

A. CONSENT AGENDA – continued

Bid 21-11, Edison High School Gymnasium Addition
Change Order 9 presented for ratification \$ 54,013

Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements,
Buildings C and D

South Campus Site, Change Order 4 presented for ratification	\$ 6,270
South Campus Site, Change Order 5 presented for ratification	\$ 114,640
Tenant Improvements, Change Order 4 presented for ratification	\$ 45,290
Tenant Improvements, Change Order 5 presented for ratification	\$ 49,918

Bid 22-14, Ahwahnee Middle School Locker Room Heating Replacement
Change Order 1 presented for ratification \$ 1,452

The Superintendent recommends ratification. Fiscal impact: \$346,791 is available in the Measure X Fund for Bids 20-19, 20-49 and 21-34, \$54,013 is available in the School Facilities Fund for Bid 21-11, and \$1,452 is available in the Measure M Fund for Bid 22-14. Contact person: Paul Idsvoog, telephone 457-3134.

END OF CONSENT AGENDA (ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

***6:30 P.M.**

B-23, PRESENT and DISCUSS the State's May Revised Budget Proposal

Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2022/23 by Sunday, May 15, 2022. On May 18, 2022, staff will present the updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

C-24, RECEIVE Fresno Unified School District's Third Quarterly Investment Report for Fiscal Year 2021/22

Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of

March 31, 2022, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Santino Danisi, telephone 457-6226.

UNSCHEDULED ORAL COMMUNICATIONS

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item that is listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. The card must be submitted before the Board President announces unscheduled oral communications.

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

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

D. ADJOURNMENT

**NEXT REGULAR MEETING
WEDNESDAY, June 1, 2022 REGULAR MEETING**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-1

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Personnel List

ITEM DESCRIPTION: Included in the Board binders is the Personnel List, Appendix A, as submitted.

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

PREPARED BY: Manjit Atwal,
Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3548

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

SUPERINTENDENT APPROVAL:

A handwritten signature in blue ink, appearing to read 'DC', is written over a horizontal line.A handwritten signature in blue ink, appearing to read 'Robert L. Nelson', is written over a horizontal line.

Fresno Unified School District

Revised 5/18/2022

Date: May 18, 2022

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2021-2022.

ELECTIONS

Certificated Personnel

Vonnahme	Ashley	Teacher, Elementary	Hidalgo Elementary	4/25/2022
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Classified Personnel

Arevalo	Karen	Specialist, Chd Wel & Attnd II	Prevention And Intervention	5/2/2022
Bowerman	Ira	Assistant, Campus Safety	Phoenix Secondary	5/12/2022
Hicks	Neshondra	Lead, After Schl/Ext Day	Roeding Elementary	5/2/2022
Kaur	Kuljit	Payroll Specialist	Payroll Department	5/9/2022
Levine	Andrew	Member, Board	Board Of Education	5/4/2022
Osborne	Sandra	Nutrition Services Assistant	Food Services	5/9/2022
Perez De Uribe	Ana	Assistant, Noontime	Fremont Elementary	4/25/2022
Rubio	Amelia	Paraprof, Child Development	Jefferson Elementary	5/9/2022

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

Abbott	Kaitlin	Teacher, Middle School	Ahwahnee Middle School	6/10/2022
Bassi	Prabhdeep K.	Nurse	Health Services	5/25/2022
Ford	Sherrill	Teacher, Elementary, eLearn Academy	eLearn Academy	6/10/2022
Harris	Katrina	Teacher, Elementary	Norseman Elementary	6/17/2022
Hensley	Ashley	Teacher, Spec Assgn	Preschool Office	5/18/2022
Kennedy	Pamela	Teacher, Elementary	Leavenworth Elementary	6/10/2022
Lor-Gonzalez	Pa	Teacher, Child Dvlpmnt Ctr	Early Learning Center	5/20/2022
Maldonado Vargas	Julisa	Teacher, Spec Assgn	Multi-Lingual/Multi-Cultural	6/16/2022
Milanovich	Laura	Teacher, High eLearn Academy	eLearn Academy	6/10/2022
Moore	Katherine	Teacher, Senior High	Sunnyside High School	6/10/2022
Quevedo	Alexsis	Teacher, Deaf/Hard of Hear.SDC	Norseman Elementary	6/17/2022
Racine	Brandon	Teacher, Vocational Education	Edison High School	6/30/2022
Rico	Leslie	Teacher, Bilingual	Sunset Elementary	6/10/2022
Sancho	Rita	Teacher, Pre-School	Lowell Elementary	6/8/2022
Schaffer-Harless	Jaime	Teacher, Middle School	Fort Miller Middle School	6/10/2022
Steed	Karen	Teacher, Middle School	Dakota Campus	6/10/2022

Classified Personnel

Acosta	Katie	Paraprof, Instructional Asst	Easterby Elementary	4/25/2022
Araujo	Joseph	Mechanic, Vehicle & Equipment	Maintenance And Operations	5/13/2022
Ayala	Misty	Nurse, Vocational License	Health Services	1/24/2022
Conrad	Gillian	Paraprof, Visually Impaired	Special Ed	5/20/2022
Few	Kaylin	Paraprof, Moderate/Severe	Kirk Elementary	4/21/2022
Gill	Sukhwinder	Specialist, Chd Wel & Attnd II	Prevention And Intervention	5/4/2022
Henning	Charlie	Mechanic, Hvac & Refrigeration	Maintenance And Operations	6/17/2022

Murillo	Trinidad	Paraprof, Instructional Asst	Figarden Elementary	4/21/2022
Oceguera	Keri	Manager, School Office I	Muir Elementary	5/20/2022
Padilla	Marissa	Assistant, Noontime	Roeding Elementary	4/22/2022
Villa	Damian	Paraprof, Mild/Moderate	Roosevelt High School	4/27/2022

Management Certificated

Juarez	Yolanda	Vice Principal III, Spec Asgn	College Readiness	6/24/2022
Krdanyan	Marine	Clinical School Social Worker	Prevention And Intervention	5/1/2022
Lor	Tou	Vice Principal III	Mclane High School	6/30/2022
Raypon	Russell	Psychologist, School	J.E. Young Annex	6/30/2022

Management Classified

Perry	Jeanna	Manager II, General	Teacher Development	6/30/2022
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DECEASED

Management Certificated

Zander	Lesli	Psychologist, School	Guidance & Psychological Svs	4/22/2022
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LEAVE REQUEST

Certificated Personnel

Ross	Denise	Teacher, Elementary	Norseman Elementary	3/31/2022
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Classified Personnel

Sewell	Grant	Assistant, Campus Safety	Baird	4/25/2022
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PROMOTIONS

Classified Personnel

Cordero	Ernest	Paraeducator, Community Based	Special Ed	3/30/2022
Henry	Joanna	Specialist, Chd Wel & Attnd II	Balderas Elementary	5/2/2022
Padilla	Samuel	Supervisor, High School Plant	Plant Operations	5/2/2022
Thibodeaux	Marisa	Buyer III	Purchasing Department	4/11/2022

Management Classified

Goolsby Jr	Russell	Manager I (General)	Comm Info	4/29/22 5/2/2022
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-3

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the May 04 2022 Regular Board Meeting.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:







BOARD OF EDUCATION
REGULAR MEETING
2727 CEDAR AVENUE
MCLANE CAFETERIA
FRESNO, CA 93703
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California

May 04, 2022

Fresno Unified School District, 2727 N. Cedar Avenue, Fresno, California 93703.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on May 04, 2022, there were present Board Members Cazares, Davis, Islas, Levine, Major Slatik, Thomas, and Board President Jonasson Rosas. Superintendent Dr. Nelson was also present.

Board President Jonasson Rosas CONVENED the Regular Board Meeting at 4:48 p.m.

***4:15 P.M.**

ADMINISTER the Ceremonial Oath of Office to Newly Elected Board of Education Member Levine.

TRUSTEE AREA 5

Ms. Trudi Thom will administer the Oath of Office to Andy Levine, newly elected Board Member to Trustee Area 5. Member Levine will serve a two-year term (2022-2024).

RECESS for Brief Reception Honoring Newly Elected Board of Education Member Levine.

OPPORTUNITY for Public Comment on Closed Session Items

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

Board President Jonasson Rosas RECONVENED the meeting to Open Session at 6:35 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Thomas, seconded by Board Member Davis, the Board took action in Closed Session to promote Lisa Mitchell to Executive Director of African American Academic Acceleration, by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatik, Thomas, and Board President Jonasson Rosas

- On a motion by Board Member Thomas, seconded by Board Member Davis, the Board took action in Closed Session to promote Lisa Mitchell to Executive Director of African American Academic Acceleration, by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, Thomas, and Board President Jonasson Rosas.
- On a motion by Board Member Thomas, seconded by Board Member Davis, the Board took action in Closed Session to promote Lisa Mitchell to Executive Director of African American Academic Acceleration, by a vote of 6-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, Thomas, and Board President Jonasson Rosas.

PLEDGE OF ALLEGIANCE

Trustee Major Terry Slatic led the flag salute.

HEAR Report from Superintendent

HEAR Report from Superintendent - continued

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received zero requests to address the Board on the Consent Agenda.

On a motion by Board Member Thomas, seconded by Board Member Davis, the Consent Agenda, with the exception of Agenda Item A-4, which was pulled from the agenda by staff, was approved by a roll call vote of 6-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Islas, Levine, Major Slatic, Thomas, and President Jonasson Rosas.

ALL CONSENT AGENDA items are considered routine by the Board of Education and will be enacted by one motion. There will be no separate discussion of items unless a Board member so requests, in which event, the item(s) will be considered following approval of the Consent Agenda. Pulled Consent Agenda Items will be considered for approval after the Conference/Discussion Agenda.

A. CONSENT AGENDA – continued

A. CONSENT AGENDA

A-1, APPROVE Personnel List

APPROVED as recommended.

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

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels.

A-3, ADOPT Resolution in the Matter of Declaring Certification of the April 12, 2022 Special Election

ADOPTED as recommended, a resolution in the matter of declaring certification of the April 12, 2022 special election.

A-4, ADOPT Resolution Proclaiming May 11, 2022 as National School Nurse Day
ADOPTED as recommended, a Proclamation declaring May 11, 2022 as National School Nurse Day.

A-5, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the April 20, 2022 Regular Board meeting.

A-6, APPROVE Amendment 02 to Contract CCTR-1039 for General Child Care and Development Program 2021/22 from the Department of Social Services

APPROVED as recommended, Amendment 02 to contract CCTR-1039 from the California Department of Social Services for General Child Care and Development Programs.

A-7, APPROVE Grant Applications to the Carl D. Perkins Career and Technical Education 2022/23 Program

APPROVED as recommended, grant applications to the California Department of Education for the Carl D. Perkins Career and Technical Education 2022/23 Program.

A-8, APPROVE Award of Bid 22-35, Bullard and Fresno High Schools Kitchen Hood and Make-up Air Unit Replacements

APPROVED as recommended, information on Bid 22-35, to replace kitchen exhaust hoods and make-up air units at Bullard and Fresno High Schools.

A-9, APPROVE Proposed Revisions for Board Policies

APPROVED as recommended, revisions for the following five (5) Board Policies (BP): BP 5116.2 Magnet Schools; BP 6152 Class Assignment (NEW); BP 6181 Alternative Schools; BP 6181.11 Elementary and Secondary Parameters for Developing Thematic Schools and or Schools of Choice (NEW - CHANGES IN NUMBERING); BP 7210 Facilities Financing.

A-10, RATIFY an Agreement between Fresno Unified School District and California Department of Social Services, Child Care and Development Division

RATIFIED as recommended, an agreement between Fresno Unified School District and the California Department of Social Services (DSS).

A-11, RATIFY Agreement with Fresno County Early Stars Program

RATIFIED as recommended, a service agreement between Fresno County Early Stars and Fresno Unified School District.

A-12, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for the following projects: Bid 21-10, Ewing Elementary School Early Learning Building and Parking Lot Improvements, Change Order 4 presented for ratification \$33,927; Bid 21-42 Section A, Bullard High School Athletic Field Improvement, Change Order 2 presented for ratification \$109,002, Change Order 3 presented for ratification \$58,413; Bid 21-42 Section C, Sunnyside High School Athletic Field Improvement Change Order 1 presented for ratification \$22,432.

A-13, RATIFY Purchase Orders from February 01, 2022 through February 28, 2022

RATIFIED as recommended, information on purchase orders issued from February 01, 2022 through February 28, 2022.

B. CONFERENCE/DISCUSSION AGENDA - continued

B. CONFERENCE/DISCUSSION AGENDA

B-14, PRESENT AND DISCUSS EXTENDED LEARNING

OPPORTUNITY for Public Comment on Agenda Item B-14

For the record, the **Board received zero requests** to address the Board on Agenda Item B-14.

For the record, Board Members had comments/questions pertaining to Agenda Item B-14. A summary is as follows:

C. RECEIVE INFORMATION & REPORTS

For the record, there were no items for this section of the agenda.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board **received 5 requests** to address the Board during Unscheduled Oral Communications. The individual's name along with a summary of topic are listed as follows:

1. Marcos Pacheco:
2. Mia Pacheco:
3. Matthew Pacheco:
4. Marycela Pacheco:

D. ADJOURNMENT

Board President Jonasson Rosas ADJOURNED the meeting at **9:08 p.m.**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-4

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Adopt Resolution, Order of Election, and Specifications of the Election, and Specifications of the Election Order for the November 8, 2022, Election.

ITEM DESCRIPTION: Included in the Board binders is a Resolution, Order of Election, and Specifications of the Election Order for the November 8, 2022, Election.

California Education Code 5322 requires that this resolution be submitted to the Fresno County Superintendent of Schools and the County Elections Office no later than 123 days prior to Tuesday, November 8, 2020, the date of the election, to file the Specifications of Election Order for filing positions in the following trustee areas: Area 1 (Edison), Area 3 (Sunnyside), Area 4 (McLane) and Area 7(Bullard).

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

PREPARED BY: Ambra O'Connor
Chief of Staff

DIVISION: Superintendent's Office
PHONE NUMBER: (559) 457-3566

CABINET APPROVAL: Ambra O'Connor
Chief of Staff



SUPERINTENDENT APPROVAL:



BEFORE THE GOVERNING BOARD OF
FRESNO UNIFIED SCHOOL DISTRICT
FRESNO COUNTY

FILED
AUG 04 2022
FRESNO COUNTY CLERK
By [Signature] DEPUTY

In the Matter of Calling a)	RESOLUTION, ORDER OF ELECTION, AND
Governing Board Member)	<u>SPECIFICATIONS OF THE ELECTION ORDER</u>
Election)	(Education Code § 5322)
_____)	

WHEREAS, Section 5322 of the California Education Code requires a resolution known as the “specifications of the election order” to be submitted to the County Superintendent of Schools and the officer conducting the election not less than 123 days prior to the date set for the election.

NOW, THEREFORE, IT IS RESOLVED that this *Resolution, Order of Election, and Specifications of the Election Order* be submitted to the Fresno County Superintendent of Schools and to the County Elections Office not later than 123 days prior to Tuesday, November 8, 2022, the date of the election.

Pursuant to the authority of Section 5340 of the Education Code, the governing board member election will be held and conducted within the territorial jurisdiction of the above-named school district, consolidated with other elections on the same day and within the same territory, for the purpose of electing qualified person(s) to fill the office(s) of board member(s) whose term(s) will expire on the second Friday in December of 2022. Accordingly, the district’s board member election shall have the same precincts, polling places, voting booths, and polling hours as that for any other election consolidated therewith.

The governing board hereof hereby orders and consents to a consolidated election pursuant to and in accordance with Elections Code section 10400, et seq., and Education Code sections 5323, 5340, and 5342.

The election shall be held on Tuesday, November 8, 2022. The electorate in the above-named school district votes by trustee area . The purpose of the election is to choose members of the board of trustees for the following seats:

<u>Trustee Area</u>	<u>Term Period</u>	<u>Short Term</u>	<u>Name of Incumbent</u>	<u>County(ies)</u>
#1	2022-2026	No	Keshia Thomas	Fresno
#3	2022-2026	No	Valerie F. Davis	Fresno
#4	2022-2026	No	Genoveva Islas	Fresno
#7	2022-2026	No	Major Terry Slatik USMC (Retired)	Fresno

The above-named school district falls within the following counties: Fresno.

The above-named school district has determined that each candidate will pay for any candidate statement. Any candidate statement will be limited to 200 words. As a condition of having a candidate statement published, the candidate shall pay the amount established by the County Clerk/Registrar of Voters. The school district designates The Fresno Bee as its newspaper of general circulation.

The above-named school district will reimburse the county for the actual cost incurred by the county elections official in conducting the general school district election upon receipt of a bill stating the amount due as determined by the elections official.

The governing board hereby authorizes the district's Superintendent or Superintendent's designee to review, verify, and certify any district and trustee area maps of the above-named school district presented to the district for certification by the County Superintendent of Schools or the County Clerk/Registrar of Voters.

The foregoing *Resolution, Order for Election, and Specifications of the Election Order* was adopted by the governing board hereof at a duly called meeting of said board held on the 18th day of May, 2022 by the following vote, to-wit:

AYES: 7
NOES: 0
ABSENT: 0

Dated: May 18, 2022



President or Clerk of the Board (Signature)

Elizabeth Jonasson Rosas


(Printed Name)

CERTIFICATION

STATE OF CALIFORNIA)
)
COUNTY OF FRESNO)

I, the undersigned, hereby certify that the above is a true and correct copy of a resolution of the governing board of the Fresno Unified School District, adopted on the 18th day of May, 2022, at a duly called meeting of the governing board.

Dated: May 18, 2022



Secretary of the Board (Signature)

Gina Moya

(Printed Name)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-5

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Adopt

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Adopt Declaration of Need for Fully Qualified Educators

ITEM DESCRIPTION: Included in the Board binders is the 2022/23 Declaration of Need for Fully Qualified Educators. Annually, the District adopts the Declaration of Need for Fully Qualified Educators, which certifies there may be an insufficient number of certificated persons who meet the District's specified employment criteria for the positions listed on the Declaration. The adoption of the Declaration is a prerequisite to the issuance of any limited assignment teaching permits or emergency permits in the event that shortages in certain subject areas occur (Title 5, California Code of Regulations, Section 80026).

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

PREPARED BY: Manjit Atwal,
Executive Director

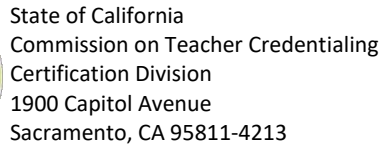
DIVISION: Human Resources
PHONE NUMBER: (559) 457-3548

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



SUPERINTENDENT APPROVAL:





DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Page 1 of 4

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____ <i>Name</i>	_____ <i>Signature</i>	_____ <i>Title</i>
_____ <i>Fax Number</i>	_____ <i>Telephone Number</i>	_____ <i>Date</i>
_____ <i>Mailing Address</i>		
_____ <i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

Estimated Number Needed

CLAD/English Learner Authorization (applicant already holds teaching credential)

Bilingual Authorization (applicant already holds teaching credential)

List target language(s) for bilingual authorization:

Resource Specialist

Teacher Librarian Services

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-6

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with the University of Colorado-National P3 Center

ITEM DESCRIPTION: Included in the Board binders is agreement with the University of Colorado-National P3 Center. The ultimate goal of the University of Colorado-National P-3 Center is to improve the education continuum that children experience from birth (preschool) through 3rd grade. P-3 signifies both an age range and a lens for thinking about organization and system level change which requires intentional planning, formally designed strategies, and explicit leadership and support. As Fresno Unified expands early learning programs, we will utilize the services of the National P-3 Center to conduct an FUSD District P-3 Audit to determine the extent to which current district structures, practices, and policies are systemically aligned to support the education continuum preschool through 3rd grade. The National P-3 Center will partner with FUSD in using the P-3 Framework to provide evidence-based guidance for district leaders in planning capacity-building efforts and support in prioritizing and planning next steps in P-3 efforts. The P-3 Framework is divided into 8 major “buckets” or categories of effort that have been identified as essential to high-quality and comprehensive P-3 approaches. Evidence indicates that the more buckets that are implemented well, the more likely that benefits will occur, for example, improved quality of learning experiences for young children and, in turn, improved child outcomes. The duration of the contract is for 12 months.

FINANCIAL SUMMARY: Sufficient funding from Early Learning Department’s 2022/23 budget will be available. There is no fiscal impact to the district at this time.

PREPARED BY: Deanna Mathies,
Executive Director, Early Learning

DIVISION: Early Learning Dept.
PHONE NUMBER: (559) 457-3687

CABINET APPROVAL: Lindsay Sanders,
Chief Equity & Access

SUPERINTENDENT APPROVAL:

Lindsay Sanders

[Lindsay Sanders \(May 2, 2022 08:57 PDT\)](#)





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

National P3 Center

1380 Lawrence Street #629 Denver, CO 80204

Vendor Name

Address

University of Colorado-National P3 Center

Kristie Kauertz

Phone Number

Vendor Contact

From: May 20, 2022

Through: May 20, 2023

Term (Duration)

FUSD Contract Administrator:

Deanna Mathies

Early Learning Department

559-457-3687

Name

Site/ Dept

Telephone number

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

030-0192-0765-0001-2100-5899

Annual Cost \$ 37,500.00

(Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Scope of Work Summary:

As California expands early learning programs it's critical to ensure the progress children make in preschool is built upon and sustained throughout their elementary education. Preschool – 3rd grade alignment (P-3) includes both horizontal and vertical alignment and coherence across grades and systems to improve coordination of policies and practices in preschool, across transitions to Transitional Kindergarten (TK) and Kindergarten, as skills are built upon and reinforced in later grades. Fresno Unified has utilized the Framework for Planning, Implementing, and Evaluating P-3 Approaches out of the National P-3 Center when the Superintendent and Board approved preschool expansion in 2013. Through Assembly Bill 22 California is expanding preschool through Universal TK, offering the opportunity to serve younger children in preschool. As we operationalize AB 22 in Fresno Unified School District we will be working with the National P-3 Center (NP-3C) using their newest NP-3C's District P-3 Audit Tool to analyze the strengths, inconsistencies, and potential next edges of growth. The (NP-3C) will facilitate conversations with a core group of district and site leaders, capture and analyze reflections, and generate an audit report. The audit report will be generated by the National P-3 Center (NP-3C) after 7 meetings with a core team of district leaders. The final report will be presented and discussed with key leadership. After completion of the report NP-3C will facilitate prioritizing and planning next steps with the key leadership team.

Date Item is to appear on Board of Education Agenda: 05/18/22 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Lindsay Sanders

Lindsay Sanders (May 2, 2022 12:40 PDT)

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Signed

Date

Please return signed contract to:

Laura Aguilar

Early Learning Department

Name

Department




Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0192-0765-0001-2100-5899

District Contact Person: Deanna Mathies

Budget Manager Approval: 

Contractor's Vendor Name: National P3 Center

Contractor's Contact Person: Kristie Kauerz

Contractor's Title: Associate Clinical Professor Director

Contractor's Telephone Number: University of Colorado-National P3 Center

Contractor's E-mail: kristie.kauerz@ucdenver.edu

Contractor's Address: 1380 Lawrence Street #629 Denver, CO 80204

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 5/20/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver | Anschutz Medical Campus, a public institution of higher education created under the Constitution and the Law of the State of Colorado, having administrative offices at University of Colorado Denver, Office of Grants and Contracts, Mail Stop F428, Anschutz Medical Campus Bldg. 500, W1124, 13001 E 17th Place, Aurora, CO 80045 ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

As Fresno Unified expands early learning programs we will be utilizing the services of the National P-3 Center to conduct a FUSD District P-3 Audit to determine the extent which current district structures, practices and policies are systemically aligned to support Pre-School – 3rd grade. The Center will offer evidence-based guidance to district leaders as they plan their capacity-building efforts and support district leaders to prioritize and plan next steps in their P-3 efforts. The framework is divided into 8 major "buckets" or categories of effort that have been identified as essential to high-quality and comprehensive P-3 approaches. Evidence indicates that the more buckets that are implemented well, the more likely that benefits will occur, for example, improved quality of learning experiences for young children and, in turn, improved child outcomes. The ultimate goal of the National P-3 Center is to improve the education continuum that children experience from birth (Pre-school) through 3rd grade. P-3 signifies both an age range and a lens for thinking about organization and system level change. They require intentional planning, formally designed strategies, and explicit leadership and support.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on May 20, 2022 . , and shall terminate on May 20, 2023 . There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of _____ per _____, Not to exceed \$ 37,500.00. Checks will be made payable to National P3 Center . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here LC
- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 37,500.00
- f. Other _____
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☐ Yes ☒ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not knowingly have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials LC District's initials AD
11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

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

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

13. Confidential Information

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

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

- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information. District acknowledges that Contractor is subject to the Colorado Open Records Act (C.R.S. §§ 24-72-201 et seq.).
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a

court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure

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

15. Liability. Each Party shall be responsible for its own negligent acts or omissions or those of its officers or employees while performing their professional duties as set forth in this Agreement and the Protocol, to the full extent allowed by law. Notwithstanding the foregoing, nothing in this Agreement is a limitation or waiver of the application of the Colorado Governmental Immunity Act set forth in C.R.S. §24-10-101 to §24-10-120 to any claims resulting from the performance of the Contractor or its employees under this Agreement.

a.

16. Insurance. Contractor represents that it self-insures for general liability, automobile liability, workers' compensation, employers' liability and professional liability insurance for itself and for its public employees who provide health care services pursuant to the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 through 24-10-120).

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials LC District's initials DM

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. RESERVED

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

Contractor: National P3 Center

Name: Kristie Kauerz

Address:

1380 Lawrence Street #629
Denver, CO 80204

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
28. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
32. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

**REGENTS OF THE UNIVERSITY OF COLORADO,
DENVER | ANSCHUTZ MEDICAL CAMPUS**

National P3 Center

Liz Causey
Name: Liz Causey Title: Manager of Contracts

4/26/22

Date

Approved As To Form:

Andrew De La Torre
Andrew De La Torre, Executive Director
Benefits and Risk Management

5/6/22
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-7

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve an Agreement between Fresno Unified School District Early Learning Department and California Child Care Resource and Referral Network

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District Early Learning Department and the California Child Care Resource and Referral Network (Network). This contract will underwrite the cost of the Network in partnering with Fresno Unified for the Language Learning Project funded by the California Department of Social Services.

The California Child Care Resource & Referral Network (Network) is a membership organization of 58 local child care resource and referral agencies (R&R), representing child care providers, families, and community leaders in every county in California. The Network's expertise and existing trusting relationships with local R&Rs, who work directly with Family Child Care (FCC) and Family, Friend, and Neighbor (FFN) providers statewide, will be instrumental in the ongoing work of the Language Learning Project statewide expansion.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$300,000 are available in the Early Learning budget. The agreement is funded by a contract from the California Department of Social Services, Child Care and Development Division.

PREPARED BY: Deanna Mathies,
Executive Officer, Early Learning

DIVISION: Early Learning
PHONE NUMBER: (559) 457-3687

CABINET APPROVAL: Lindsay Sanders,
Chief, Equity & Access

SUPERINTENDENT APPROVAL:

Lindsay Sanders

[Lindsay Sanders \(May 2, 2022 08:56 PDT\)](#)





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

California Child Care Resource and Referral Network

1 Polk Street, 2nd Floor, San Francisco, CA, 94102

Vendor Name

415-494-4655

Address

Linda Asato

Phone Number

Vendor Contact

From: 5/19/2022

Through: June 30, 2023

Term (Duration)

FUSD Contract Administrator:

Maria Ceballos Tapia

Early Learning

559-457-3623

Name

Site/ Dept

Telephone number

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

120-5035-0765-0001-1000-5899

Annual Cost 300000

(Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Scope of Work Summary:

The California Child Care Resource & Referral Network (Network) is a membership organization of 58 local child care resource and referral agencies (R&R), representing child care providers, families, and community leaders in every county in California. This contract underwrites the cost of the California Child Care Resource & Referral Network (Network) in partnering with Fresno Unified School District (FUSD) for the Language Learning Project (LLP) funded by the California Department of Social Services. The Network's expertise and existing trusting relationships with local R&Rs, who work directly with Family Child Care (FCC) and Family, Friend, and Neighbor (FFN) providers statewide, will be instrumental in the ongoing work of the Language Learning Project statewide expansion.

Services will include the following: 1. Participate in the development, modification, and refinement of LLP materials to meet the specific needs of FCC and FFN caregivers, including Foundational Trainings, practitioner videos, Training of Trainers Series, LLP Toolkit, and coaching resources; 2. Identify and recruit practitioners and ECE field leaders to participate in practitioner videos; 3. Participate in the recording of practitioners and ECE field leaders for practitioner videos; 4. Identify and recruit FCC and FFN practitioners with a history of serving Dual Language Learners to participate in the FCC/FFN Training and provide feedback about training materials; 5. Participate in the delivery of FCC/FFN Trainings; 6. Collaborate with local Resource and

Date Item is to appear on **Board of Education Agenda:** 5/18/22 Agenda Item # (Contracts of \$15,000.00 or more)

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

Lindsay Sanders

Lindsay Sanders (May 10, 2022 11:48 PDT)

Signed

Date

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

Andrew P. [Signature]

5/13/2022

Signed

Date

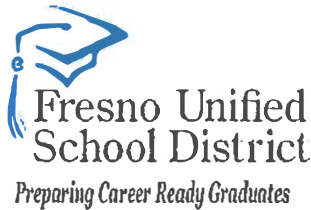
Please return signed contract to:

Laura Aguilar

Early Learning

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 120-5035-0765-0001-~~5899~~-1000-5899

District Contact Person: Maria Ceballos Tapia

Budget Manager Approval: _____

Contractor's Vendor Name: California Child Care Resource and Referral Network

Contractor's Contact Person: Linda Asato

Contractor's Title: Executive Director

Contractor's Telephone
Number: 415-494-4655

Contractor's E-mail: lasato@rtnetwork.org

Contractor's Address: 1 Polk Street, 2nd Floor, San Francisco, CA, 94102

Contractor's Taxpayer ID# or
SSN#: 94-2718807

This Independent Contractor Services Agreement is made and entered into effective 05/19/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

The California Child Care Resource & Referral Network (Network) is a membership organization of 58 local child care resource and referral agencies (R&R), representing child care providers, families, and community leaders in every county in California. This contract underwrites the cost of the California Child Care Resource & Referral Network (Network) in partnering with Fresno Unified School District (FUSD) for the Language Learning Project (LLP) funded by the California Department of Social Services. The Network's expertise and existing trusting relationships with local R&Rs, who work directly with Family Child Care (FCC) and Family, Friend, and Neighbor (FFN) providers statewide, will be instrumental in the ongoing work of the Language Learning Project statewide expansion.

Services will include the following: 1. Participate in the development, modification, and refinement of LLP materials to meet the specific needs of FCC and FFN caregivers, including Foundational Trainings, practitioner videos, Training of Trainers Series, LLP Toolkit, and coaching resources; 2. Identify and recruit practitioners and ECE field leaders to participate in practitioner videos; 3. Participate in the recording of practitioners and ECE field leaders for practitioner videos; 4. Identify and recruit FCC and FFN practitioners with a history of serving Dual Language Learners to participate in the FCC/FFN Training and provide feedback about training materials; 5. Participate in the delivery of FCC/FFN Trainings; 6. Collaborate with local Resource and Referral agencies in a minimum of 25 counties to provide LLP training materials and activities; 7. Participate in the recruitment of a minimum of 100 local trainers/leaders from FCC and FFN settings to complete the Training of Trainers component of the project and provide Foundational training to a minimum of 500 caregivers in their local communities; 8. Participate in the development and delivery of a statewide Training of Trainers webinar series FCC and FFN trainers/leaders; 9. Provide ongoing technical assistance and support for FCC and FFN trainers/leaders in delivering FCC/FFN Training and implementing the LLP in their individual communities, including participation in facilitated virtual meetings for local trainers to gain further information and plan for local implementation efforts of FCC/FFN Training sessions, targeted co-facilitation to support the initial delivery of training sessions in local communities, and support for local trainers in accessing materials as needed for implementation in their communities; and 10. Allocate a minimum of two staff to support all components of the Independent Contractor Services Agreement.

2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on 05/19/22 , and shall terminate on 06/30/23 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of \$ 300,000 per flat rate , Not to exceed \$ 300,000.00 Checks will be made payable to California Child Care Resource and Refer . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.** ☐ Yes (See below) ☒ No, Vendor initial here JA

- a Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. **Receipt Required.*
- b Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. **Receipt Required.*
- c Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d Supplies _____ As negotiated with school/department contracting for service.
- e Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 300,000.00
- f Other _____

6. **Employment.** Are you a current FUSD employee? ☐ Yes ☒ No

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

8. **California Residency.** Contractor is a resident of the state of California: ☒ Yes ☐ No

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's initials JA

District's initials PD

11. **Anti-discrimination.** Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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

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

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

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

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

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

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

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

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

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials

District's initials

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

Contractor: California Child Care Resource and Refer

Name: Linda Asato

Address:

1 Polk Street, 2nd Floor
San Francisco, CA, 94102

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

California Child Care Resource and Refer

Name: Linda Asato, Title: Executive Director

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

5/13/2022
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-8

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve an Agreement between Fresno Unified School District Early Learning Department and Central Valley Children's Services Network

ITEM DESCRIPTION: Included in the Board binders is an agreement between Fresno Unified School District Early Learning Department and Central Valley Children's Services Network (CVCSN). This contract will underwrite the cost of CVCSN in partnering with Fresno Unified for the Language Learning Project funded by the California Department of Social Services. CVCSN is Fresno County's Child Care Resource & Referral Agency, providing support, community resources, referrals, and education to families and childcare providers to ensure access to high-quality care for all children and families. CVCSN is an ongoing partner in the Language Learning Project (LLP), their expertise and existing relationships with local Family Child Care (FCC) providers and Family, Friend, and Neighbor (FFN) providers will support the ongoing statewide expansion of the Language Learning Project.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$150,000 are available in the Early Learning budget. The agreement is funded by a contract from the California Department of Social Services, Child Care and Development Division.

PREPARED BY: Deanna Mathies,
Executive Officer, Early Learning

DIVISION: Early Learning
PHONE NUMBER: (559) 457-3687

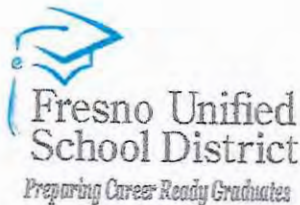
CABINET APPROVAL: Lindsay Sanders,
Chief, Equity & Access

SUPERINTENDENT APPROVAL:

Lindsay Sanders

[Lindsay Sanders \(May 2, 2022 08:57 PDT\)](#)





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Central Valley Children's Services Network

1911 N. Helm Ave, Fresno, CA 93727

Vendor Name
559-457-1000

Address
Marco Jimenez

Phone Number

Vendor Contact

From: May 19, 2022

Through: June 30, 2023

Term (Duration)

FUSD Contract Administrator:
Maria Ceballos Tapia

Early Learning

559-457-3623

Name

Site/ Dept

Telephone number

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

120-5035-0765-0001-1000-5899

Annual Cost \$ 150,000.00

(Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Scope of Work Summary:

Central Valley Children's Services Network (CVCSN) is Fresno County's Child Care Resource & Referral Agency, providing support, community resources, referrals, and education to families and child care providers to ensure access to high-quality care for all children and families. This contract underwrites the cost of CVCSN in partnering with Fresno Unified School District (FUSD) for the Language Learning Project (LLP) funded by the California Department of Social Services. CVCSN is an ongoing LLP partner whose expertise and existing relationships with local Family Child Care (FCC) providers and Family, Friend, and Neighbor (FFN) providers will support the ongoing work of the LLP expansion.

Services will include the following: 1. Contribute to the development of LLP materials focused on the use of Personalized Oral Languages Learning (POLL) strategies in FCC and FFN settings, including professional learning training modules, practitioner videos, Training of Trainers professional learning modules, LLP Toolkit, and coaching resources; 2. Support in identifying and recruiting local FCC and FFN providers and BCE field leaders to participate in practitioner videos; 3. Collaborate in outreach to FCC and FFN providers and leaders to access LLP training resources and participate in LLP training sessions; 4. Support in providing technical assistance for participating providers and programs; and 5. Allocate staff to support all components of the Independent Contractor Services Agreement.

Date Item is to appear on Board of Education Agenda:

05/18/22

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Lindsay Sanders
Lindsay Sanders (May 10, 2022 11:49 PDT)

Signed

Date

Reviewed & approved by Executive Director, Risk Management:

Andrew P. Lane
Signed

5/12/22
Date

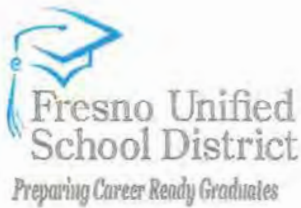
Please return signed contract to:

Laura Aguilar

Early Learning

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 120-5035-0765-0001-1000-5899

District Contact Person: Maria Ceballos Tapia

Budget Manager Approval: _____

Contractor's Vendor Name: Central Valley Children's Services Network

Contractor's Contact Person: Marco Jimenez

Contractor's Title: Executive Director

Contractor's Telephone Number: 559-456-1100

Contractor's E-mail: marcoj@cvcn.org

Contractor's Address: 1911 N. Helm Ave, Fresno, CA 93727

Contractor's Taxpayer ID# or SSN#: 770026968

This Independent Contractor Services Agreement is made and entered into effective 05/19/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Central Valley Children's Services Network (CVCSN) is Fresno County's Child Care Resource & Referral Agency, providing support, community resources, referrals, and education to families and child care providers to ensure access to high-quality care for all children and families. This contract underwrites the cost of CVCSN in partnering with Fresno Unified School District (FUSD) for the Language Learning Project (LLP) funded by the California Department of Social Services. CVCSN is an ongoing LLP partner whose expertise and existing relationships with local Family Child Care (FCC) providers and Family, Friend, and Neighbor (FFN) providers will support the ongoing work of the LLP expansion.

Services will include the following: 1. Contribute to the development of LLP materials focused on the use of Personalized Oral Languages Learning (POLL) strategies in FCC and FFN settings, including professional learning training modules, practitioner videos, Training of Trainers professional learning modules, LLP Toolkit, and coaching resources; 2. Support in identifying and recruiting local FCC and FFN providers and ECB field leaders to participate in practitioner videos; 3. Collaborate in outreach to FCC and FFN providers and leaders to access LLP training resources and participate in LLP training sessions; 4. Support in providing technical assistance for participating providers and programs; and 5. Allocate staff to support all components of the Independent Contractor Services Agreement.

Funding for this contract is provided by a contract from the California Department of Social Services, Child Care and Development Division.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 05/19/22 , and shall terminate on 06/30/23 . There shall be no extension of the term of the agreement without express written consent from all parties.
4. Payment. District agrees to pay Contractor at following rate of \$ 150,000 per flat rate Not to exceed \$ 150,000.00 Checks will be made payable to Central Valley Children's Services Netw. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (Sec below) ☒ No, Vendor initial here Marco A. Idsvoog
- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
 - b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
 - c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
 - d. Supplies _____ As negotiated with school/department contracting for service.
 - e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 150,000.00
 - f. Other _____
6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No
7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No
8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No
9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.
10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- Contractor's initials Marco A. Idsvoog District's initials PA
11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.
12. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work

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

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

13. Confidential Information

- a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.
- c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:
 - i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.
- e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

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

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

15. **Indemnification and Hold Harmless.** To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, regardless of whether sole or otherwise, as allowed by law), causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively "Loss") to the extent arising out of or incident to: 1) the performance or breach of any of the terms and conditions of the contract (including but not limited to) the Contractor's use of the site; or 2) any acts, omissions, negligence, in connection with the performance of Services or otherwise arising from this Contract ("Indemnification"); or 3) the willful misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. The Contractor's Indemnification includes, but is not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses.
- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnitees, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnitees, notwithstanding whether liability is, can be or has yet been established.
 - b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
 - c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials Mico A. Martinez

District's initials [Signature]

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

Contractor: Central Valley Children's Services Network

Name: Marco Jimenez

Address:

1911 N. Helm Ave
Fresno, CA 93727

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do so shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

Central Valley Children's Services Network

Marco A. Jimenez Digitally signed by Marco A. Jimenez
Date: 2022.04.25 09:52:31 -0700

Name: Marco Jimenez , *Title:* Executive Director

April 25, 2022

Date

Approved As To Form:



Andrew De La Torre, Executive Director
Benefits and Risk Management

5/12/22
Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-9

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with California Office to Reform Education for Shared Principal II Services by Maria Lynn Rocha Salazar as a Fresno Unified Employee on Loan to California Office to Reform Education

ITEM DESCRIPTION: Included in the Board binders is the agreement between Fresno Unified School District and the California Office to Reform Education (CORE) for the shared services of Principal II, Maria Lynn Rocha Salazar.

Request for approval of the agreement between Fresno Unified and CORE for the shared services of Principal II, Maria Lynn Rocha Salazar, as a Fresno Unified School District employee on loan to CORE as of August 1, 2022 through June 28, 2023. Pursuant to the Shared Services Agreement, CORE must reimburse the district for all items of cost associated with, or arising out of, its access to the services of the district's employee, Maria Lynn Rocha Salazar.

FINANCIAL SUMMARY: CORE will reimburse Fresno Unified School District for the total cost associated with the Shared Services Agreement. As a result, there will be no fiscal impact to the District for this agreement.

PREPARED BY: Manjit Atwal, Executive Director

DIVISION: Human Resources

PHONE NUMBER: (559) 457-3501

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

SUPERINTENDENT APPROVAL:



**CONTRACT BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
CORE DISTRICTS ("CORE")**

This Agreement is made as of June 1, 2022 by and between the Fresno Unified School District ("District") and CORE Districts ("CORE") for the purpose of accessing the shared services of Lynn Rocha Salazar ("Employee"), an employee of the District, as follows:

WHEREAS, CORE desires that Employee provide the shared services as set out herein, and the District wishes to have Employee render such shared services to CORE; and

WHEREAS, to the extent Employee provides services to CORE throughout the term of this Agreement, Employee shall remain an employee of the District on loan to CORE.

THEREFORE, the parties agree as follows:

1. Scope of Work:

The District shall require the Employee to perform for CORE the services as described in Exhibit "A, Scope of Work," which is attached hereto and incorporated herein by this reference (hereinafter collectively referred to as the "Services").

2. Term of Agreement:

The period of the performance of this Agreement is from August 1, 2022 through June 28, 2023, unless terminated under another provision of this Agreement, or otherwise by law.

3. District Obligations:

3.1 To the extent reasonable under the circumstances of this Agreement, the District will direct that Employee fulfill the following obligations to CORE:

- a. Carry out the Services with due diligence, care, and efficiency in a manner so as to promote the purpose of this Agreement and shall in all professional matters contemplated by this Agreement, act as a faithful advisor to CORE.
- b. Conform in all respects with provisions of the applicable regulations, laws and ordinances of any jurisdictional authority in the area where the Services are to be

performed.

- c. Refrain, during the term of this Agreement, from engaging in any activity, whether political or of any other nature, which may adversely affect, impede or impair the performance of the Services.

3.2 The District shall provide Employee a compensation package comprised of salary, health benefits, and payments to the State Teachers Retirement System ("STRS") in accordance with the "CORE Budget and Compensation Schedule" set forth in Exhibit "B," attached hereto and incorporated herein, and shall place the Employee on the District Management Salary Schedule, as determined by the District. Actual compensation may be prorated to reflect the period of performance, as appropriate.

4. **CORE Payments:**

4.1 CORE shall pay the District for Services performed by Employee hereunder, and as specified in Exhibit B, "CORE Budget and Compensation Schedule." CORE agrees to, and shall, reimburse the District for each and every item of compensation to Employee incurred by and through this Agreement. CORE acknowledges and agrees that it shall pay any increases in compensation to Employee related to COLA adjustments, or other District action, that apply during the term of this Agreement. CORE further agrees to pay the District all reasonable costs that may arise from, or are related to, the termination of Employee's District employment, regardless of the reason for said termination.

4.2 The District will provide CORE with itemized invoices on a monthly basis. CORE shall pay the District on a monthly basis upon receipt of an itemized invoice from the District. Invoices should be sent by the District to CORE's Director of Operations via email at **Brenda@coredistricts.org**. The District shall continue to disburse Lynn Rocha Salazar's compensation payments from the commencement of this Agreement through June 30, 2022, in accordance with Employee's payroll schedule.

4.3 In the event that CORE's obligation to pay the District becomes delinquent by more than sixty (60) days, the District may, at its option, deem CORE to be in default and terminate this Agreement at the conclusion of the then-current school year, or in accordance with Section 8, below. In the event the District incurs costs related to the termination of Employee

arising from, or related to, the cancellation of this Agreement, the obligations set forth in Section 4.1, above, shall survive any such cancellation/termination of this Agreement and remain in full force and effect.

4.4 Should Employee incur incidental expenses, such expenses shall be paid directly by CORE upon presentation of receipts evidencing said expenses to CORE by Employee. The District shall have no responsibility whatsoever to reimburse Employee for incidental expenses.

5. Governing Law:

This Agreement is governed by the laws of the State of California. In the event of a dispute between the parties, such dispute shall be resolved according to California Law, with venue in Fresno County, California.

6. Assignment:

No part of this Agreement shall be assigned by either party without the prior written consent of the other party, and any attempted assignment without such consent shall be null and void.

7. Amendment:

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties.

8. Termination:

In addition to the grounds for termination stated in Section 4.3, above, the District may cancel this Agreement at any time and for any reason by giving CORE at least thirty (30) days advance written notice. Should this Agreement be cancelled or terminated during its term, CORE shall make reasonable efforts to enable Employee to undertake and/or resume her District duties and functions.

9. Indemnification:

The District agrees to indemnify and hold harmless CORE, its officers, employees, agents and representatives from all claims, liabilities, losses by whomsoever asserted arising out of acts or

omissions by the District, its employees (other than the Employee herein, for whom CORE shall remain liable), agents and representatives in the performance of this Agreement, except those arising by reason of the negligence of CORE, its officers, employees, agents or representatives.

CORE agrees to indemnify and hold harmless the District, its Governing Board of Trustees and each of them, its officers, employees, agents and representatives from all claims, liabilities, losses by whomsoever asserted arising out of acts or omissions by CORE, its employees, the Employee herein, its agents or representatives in the performance of this Agreement, except those arising by reason of the negligence of the District, its officers, employees, agents or representatives.

10. Communications:

The names and addresses of the direct contact person for each of the parties are as follows:

CORE Districts: Rick Miller, CEO

1107 9th ST, Suite 500, Sacramento, CA 95814

Fresno Unified School District: Bob Nelson, Superintendent

2309 Tulare Street, Fresno, 93721

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written above.

Fresno Unified School District

CORE Districts

Dated:



Dated: 4/27/2022

EXHIBIT A EMPLOYEE'S SCOPE OF WORK

Job Description: Senior Improvement Coach

Reports to: Chief of Improvement; School Networks

Key Responsibilities

Reporting to the Chief of Improvement; School Networks, the Senior Improvement Coach will work collaboratively with the District's school-based improvement teams, District staff, CORE staff, and research partners. The Senior Improvement Coach will:

- Support a cohort of school-based teams in the work of improving, which includes but is not limited to analyzing problems of practice, collecting data, designing and executing improvement cycles, and holding productive team meetings that advance the team's collective learning.
- Collaborate with school-based improvement teams to document promising practices and contribute practical learning to cross-district improvement communities.
- Model content-area and/or improvement practices intentionally and strategically to build the capability of others.
- Collaborate on the design and facilitation of professional learning experiences, including large-scale convenings, regional cross-team meetings, capability-building courses, and virtual sessions.
- Collaborate with colleagues on an internal CORE Improvement Team to reflect on coaching practice and continually refine the organization's approach to improvement and related resources.
- Participate in required continued learning and development in improvement science theory, strategy, tools, equity, and techniques to enhance coaching practice.
- Participate on teams within CORE to enhance its operation, performance, and culture as a learning organization.
- Meet regularly with Fresno Unified Central Office Executive Leader to update on the improvement work and problem solve to remove obstacles for school teams.
- Provide regular updates to the Fresno Unified Superintendent or designee of the success and challenges of the improvement teams.

Skills and Dispositions

- Passion for and commitment to the pursuit of educational equity.
- Strong interpersonal skills and the ability to work with and connect to individuals at all levels of an organization.
- Curious, open, reflective, able to accept feedback and learn from failure.
- Comfortable navigating ambiguity and working in environments that are fast paced and evolving.
- Demonstrated ability to learn quickly and apply new methodology to persistent problems.
- Ability to read the dynamics of a team and determine the appropriate moment and manner in which to engage.
- Ability to understand the context, challenges, and quirks of an organization.
- Knowledge of and experience in adult learning in practical settings.
- Strong analytic, strategic thinking, and planning skills.
- Ability to take initiative and manage assignments from conceptualization to completion.
- Disposition towards finding and cultivating joy in the work.

EXHIBIT B

CORE BUDGET AND COMPENSATION SCHEDULE

Based on Employee's required 206-day work year, the following items of compensation shall be paid by CORE to the District:

Total Estimated Annual Compensation of \$186,603 based on the following:

1. Salary - \$133,988 per year
2. Health Benefits - \$20,725 per year: Medical & Dental
3. Paid Vacation - 0 days per year
4. STRS – 19.1% of salary, as adjusted
5. Medicare - 1.45%
6. Unemployment Insurance - 0.5%
7. Liability Insurance – 1.15%
8. Workers' Compensation Insurance - 1.6%
9. Paid Holidays - Per the District's Administrative Holiday Schedule

- CORE shall be responsible, and shall pay, for all items of compensation as they may be adjusted from time to time, based on approved District action and/or applicable District formulas.

- CORE's obligation to pay all costs associated with Employee's termination as set forth in Section 4.1 and in other applicable sections of this contract between CORE and the District.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-10

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with Education and Leadership Foundation/Inter-Act Fellows

ITEM DESCRIPTION: Included in the Board binders is an agreement requested for approval with Education and Leadership Fellows (ELF)/Inter-Act Fellows

ELF/Interact Fellows will provide 10 instructional tutors to offer supports in instructional services within the Office of African American Academic Acceleration (A4) summer programs focusing on math and reading. The instructional tutors will provide instrumental services to the classroom teachers and ensure the continuation of successful growth outcomes for our African American students.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$21,051.80 are available in the African American Academic Acceleration office general budget.

PREPARED BY: Jacqueline Machado-Austin, **DIVISION:** African American Academic
Project Manager

Acceleration (A4)
PHONE NUMBER: (559) 457-3802

CABINET APPROVAL: Misty Her,
Deputy Superintendent

SUPERINTENDENT APPROVAL:





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Education and Leadership Foundation

4290 E. Ashlan Avenue, Fresno, CA 93726

Vendor Name
(559) 291-5428

Address
Matias Bernal

Phone Number

Vendor Contact

From: June 13, 2022

Through: June 30, 2022

Term (Duration)

FUSD Contract Administrator:
Tonisha Hargrove

African American Academic Acceleration (559) 457-3728

Name

Site/ Dept

Telephone number

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

060-7425-0755-1984-1000-5899

Annual Cost \$ 21,051.80

(Contract will not be authorized to exceed this amount w/o BOE approval)

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

Yes ☒

No ☐

Scope of Work Summary:

Instructional services support - See attached

Date Item is to appear on Board of Education Agenda:

05/18/22

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Wendy McCulley
Signed

4/24/22
Date

Reviewed & approved by Executive Director, Risk Management:

Andrew L. Paine
Signed

4/30/2022

Date

Please return signed contract to:
Gloria Jenkins

African American Academic Acceleration

Name

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-7425-0755-1984-1000-5899

District Contact Person: Tonisha Hargrove

Budget Manager Approval: [Signature]

Contractor's Vendor Name: Education and Leadership Foundation

Contractor's Contact Person: Matias Bernal

Contractor's Title: CEO

Contractor's Telephone
Number: (559) 291-5428

Contractor's E-mail: mbernal@education-leadership.org

Contractor's Address: 4290 E. Ashlan Avenue, Fresno, CA 93726

Contractor's Taxpayer ID# or
SSN#: 26-0417563

This Independent Contractor Services Agreement is made and entered into effective 06/13/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Instructional services support - See attached

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 6/13/2022, and shall terminate on 06/30/22. There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of \$ 21,051.80 per contract, Not to exceed \$ 21,051.80. Checks will be made payable to Education and Leadership Foundation. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here MB

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 21,051.80
- f. Other _____

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's initials MB

District's initials Wm

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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


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

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

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials MB

District's initials WM 

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

Contractor: Education and Leadership Foundation

Name: Matias Bernal

Address:

4290 E. Ashlan Avenue
Fresno, CA 93726

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

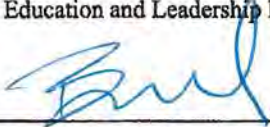
Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

Education and Leadership Foundation

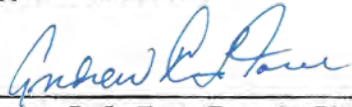


Name: Matias Bernal, Title: CEO

4/19/2022

Date

Approved As To Form:



*Andrew De La Torre, Executive Director
Benefits and Risk Management*

4/30/2022

Date

Quote**Education Leadership Foundation****Option 1**

Project Information			
Attention:	Jacqueline Machado-Austin	Project Title:	Summer Inter-Act Fellows Program
Title:	Project Manager	Project Description:	10 Inter-Act Fellows, 14 Program Days, 5 hrs. Professional Development
Client:	African American Academic Acceleration	P.O. Number:	n/a
Address:	2309 Tulare St.	Invoice #	n/a
City, State Zip:	Fresno, CA 93721	Term:	n/a
Date:	3/22/2022	Tax ID:	26-0417563

Description	Quantity	Unit Price	Total Hours	Employer Cost Per ELF	Total Cost
Inter-Act Fellows	10	\$15.00	89	\$500.18	\$18,351.80
Inter-Act Fellows Administration	10	\$135.00			\$2,700.00
Dr. Jose Lomeli, Lilly Lomeli, Jose Mejia provide the following: Coordination, Planning, Recruitment, Placement, Field Supervision, Staff Development, Assist students with registration, admission, tutoring, CBEST prep., monitor progress, liaison with district, timesheets, etc.					
Total					\$21,051.80

Notes: 10 Inter-Act Fellows, 14 program days at 6 hours per day, 5 hours of professional development.

June 13 through June 30, 2022

Employer Cost Includes Social Security Insurance, Medical, Payroll Tax, Liability Insurance, Workers Compensation, and ELF Administration Fee.

ELF/Inter-Act Fellows Summer 2022 Project

Scope of Work: The Education and Leadership-Inter-Act Fellows will provide instructional services support for the African American Academic Acceleration Summer School Project to be conducted from June 13-June 30, 2022. Ten instructional tutors will provide services that will encompass academic instruction in the pertinent subject areas that will be the focus during this summer school project. The tutors can work in small or large group instruction or in one-on-one tutoring situations as per the direction of the classroom teacher or the program administration. The tutors will provide a total of 84 hours of instructional support in the class. In addition, they will participate in 5 hours of professional development in preparation for the program.

Contact Person: Lilly will be the point person for the instructional tutors. She can help with placement, etc. Lilly Lomeli, (559) 779-7633 llomeli@csufresno.edu and lillylomeli@education-leadership.org

Education and Leadership Foundation Executive Director: Matias Bernal is the newly appointed Chief Executive Officer of the foundation and will be signing the summer contract. His email is mbernal@education-leadership.org (559) 291-5428.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-11

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement between Fresno Unified School District and FM3 Research

ITEM DESCRIPTION: Approval is requested for an agreement with FM3 research to conduct survey research among parents of students in the district.

The primary research objective is to better understand the preferred and most effective means of communicating with District parents, including how and where parents currently get information from the District, how and where they would like to get information, where they get other news and information, how frequently they use District resources and tools for information, the ways they would prefer to share information with the District, and opinions about their ability to communicate effectively with the District, among other questions.

FM3 has partnered with the district in the past to survey likely voters regarding potential bond measures, and is a leader in providing accurate, actionable research that aids California's school districts and other local government agencies (and other entities) in achieving their communications objectives—which includes research to help determine the best ways to communicate directly with their audiences.

This agreement includes a sample size of 600 parents and surveys will be conducted online and over the telephone in English, Spanish and Hmong.

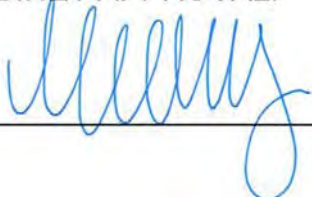
FINANCIAL SUMMARY: Sufficient funds in the amount of \$41,250 are available in the Communications budget.

PREPARED BY: Nikki Henry,
Chief Information Officer

DIVISION: Communications
PHONE NUMBER: (559) 457-3733

CABINET APPROVAL:

SUPERINTENDENT APPROVAL:







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

FM3 RESEARCH -Fairbank,Maslin, Jamullin, Metz, & Ass

1999 Harrison Street, Suite 2020

Vendor Name

510-451-9521

Phone Number

From: May 19, 2022

Term (Duration)

FUSD Contract Administrator:

Nikki Henry, Chief Communication Officer

Name

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

Address

John Fairbank, Adam Sonenshein and Sharon Pinkerton

Vendor Contact

Through: June 30, 2022

Communications Department

559-457-3733

Site/ Dept

Telephone number

030-0694-0860-0000-7100-5899

Annual Cost \$ 41,250.00

(Contract will not be authorized to exceed this amount w/o BOE approval)



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

Yes ☐

No ☒

Scope of Work Summary:

FM3 understands tha the primary research objective is to better understand the preferred and most effective means of communication with District parents, including how and where poarents currety get information from the Distridct, how and where they would like to get information, where they get other news and inforamtion. how frequently they use District resources and tools for information, the ways they'd prefer to share information with the District, and opinions about their ability to communication effectively with the District, amoun other questions.

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

05/18/22

Agenda Item #

(Contracts of \$15,000.00 or more)

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

Signed

Date

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

Signed

Date

Please return signed contract to:

Vangie Carrillo

Name

Communications Department

Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0694-0860-0000-7100-5899

District Contact Person:

Budget Manager Approval: Nikki Henry (May 6, 2022 18:12 PDT)

Contractor's Vendor Name: FM RESEARCH -Fairbank,Maslin, Jamullin, Metz, & Associates

Contractor's Contact Person: John Fairbank, Adam Sonenshein and Sharon Pinkerton

Contractor's Title:

Contractor's Telephone Number: 510-451-9521

Contractor's E-mail:

Contractor's Address: 1999 Harrison Street, Suite 2020

Contractor's Taxpayer ID# or
SSN#:

This Independent Contractor Services Agreement is made and entered into effective 05/19/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Parent Communication Baseline Survey

Dual-mode (online and telephone survey) of 600 Fresno Unified School District parents/guardians, with survey available in English, Spanish, and Hmong.

Survey is to measure how effective three contact methods telephone, email, and text, this methodology gives highest proportion of parents the opportunity to participated in the survey.

Support surveys annually, and potentially conduct a survey to the staff.

Start date May 19, 2022 and to be completed June 30, 2022

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 05/19/22 , and shall terminate on 06/30/22 . There shall be no extension of the term of the agreement without express written consent from all parties.

4. Payment. District agrees to pay Contractor at following rate of _____ per attached proposal per Λ , Not to exceed \$ 41,250.00 . Checks will be made payable to FM RESEARCH -Fairbank,Maslin, Jan. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here Jwf

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch\$18.30, Dinner\$30.50. *Receipt Required.
- c. Travel _____ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies _____ As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 41,250.00
- f. Other _____

6. Employment. Are you a current FUSD employee? ☐ Yes ☒ No

7. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? ☐ Yes ☒ No

8. California Residency. Contractor is a resident of the state of California: ☒ Yes ☐ No

9. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: <http://www.ppcpas.com/fresno-unified-fraud-alert>. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

Contractor's initials Jwf

District's initials NH

11. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

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

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials JWF
wf

District's initials NH
NH

20. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. District will not withhold FICA (Social Security), state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.
21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.
23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.
26. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

27. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

Contractor: FM RESEARCH -Fairbank, Maslin, Jam

Name: John Fairbank, Adam Sonenshein and

Address:

c: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

28. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
29. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
30. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
31. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
32. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
33. Board Approval. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

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

DISTRICT

Fresno Unified School District

Santino Danisi, Chief Financial Officer

Date

CONTRACTOR

FM RESEARCH -Fairbank,Maslin, Jam

john fairbank

john fairbank (May 6, 2022 17:02 PDT)

Name: John Fairbank, Adam Song **Title:**

May 6, 2022

Date

Approved As To Form:

Andrew De La Torre

**Andrew De La Torre, Executive Director
Benefits and Risk Management**

5.9.2022

Date



Fairbank, Maslin, Maullin, Metz, & Associates
1999 Harrison Street, Suite 2020
Oakland, CA 94612 US
510-451-9521
accounting@fm3research.com
<http://www.fm3research.com>

INVOICE

BILL TO

Fresno Unified School District

INVOICE # 240578

DATE 04/22/2022

TERMS Due on receipt

REP

JF

PROJECT #

320-1024

DESCRIPTION**QTY****AMOUNT**

Complete Billing

1

41,250.00

Parent Communication Baseline Survey

Dual-mode (online and telephone survey) of 600 Fresno Unified School District parents/guardians, with survey available in English, Spanish and Hmong.

Reimbursable travel expenses, if any, will be billed separately at cost.

BALANCE DUE

\$41,250.00

Please be sure that our invoice number will be clearly included in your payment advice, especially when using electronic payments. Failure to do so may result in your payment not being recorded timely and/or correctly.

FOR DIRECT FED WIRE TRANSFERS

Beneficiary Bank Name: California Bank of Commerce

Beneficiary Bank Address: 2999 Oak Road, Suite 910 Walnut Creek, CA 94597-1505

Beneficiary Bank Acct Number: 1083203

Beneficiary Bank Acct Name: Fairbank, Maslin, Maullin, Metz, & Associates

Beneficiary Bank ABA Number: 121144696

Account type: Checking



OPINION
RESEARCH
& STRATEGY

TO Nikki Henry and Diana Diaz
Fresno Unified School District

FROM John Fairbank, Adam Sonenshein and Sharon Pinkerton
Fairbank, Maslin, Maullin, Metz & Associates (FM3)

RE: Proposal to Conduct Research among Parents and Staff in the Fresno Unified School District

DATE April 21, 2022

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to present this proposal to conduct survey research among parents of students in the Fresno Unified School District (the “District”), as well as an optional survey of District staff. FM3 understands that the primary research objective is to better understand the preferred and most effective means of communicating with District parents, including how and where parents currently get information from the District, how and where they would like to get information, where they get other news and information, how frequently they use District resources and tools for information, the ways they’d prefer to share information with the District, and opinions about their ability to communicate effectively with the District, among other questions.

FM3 also understands the District would like to conduct a baseline parent survey in 2022 and subsequent annual surveys primarily among parents, as well as potentially among staff. FM3 strongly values our long-term professional relationship with the District, and we would be very pleased to work with you on this research. We are prepared to begin immediately and can complete the baseline research project within the District’s timeline (prior to June 30).

As you may know, FM3 is a leader in providing accurate, actionable research that aids California’s school districts and other local government agencies (and other entities) in achieving their communications objectives—which includes research to help determine the best ways to communicate directly with their audiences. Our research has helped local agencies throughout the state communicate effectively and successfully with specific stakeholder groups such as parents and agency employees, with voters (as demonstrated by our record of having helped pass more than 500 ballot measures for local California agencies, including more than 150 ballot measures for K-12 school districts), and with the public at large.

Just a few relevant examples of research conducted among parent populations, includes the following:

- In 2020, FM3 has conducted a number of surveys of parents in California school districts to understand opinions about their school districts’ response to the COVID-19 pandemic and how information was communicated with them at that time. This included parent surveys on behalf of **Sanger Unified School District and the Manhattan Beach Unified School District**, to name a few. The various topics explored in the surveys included measuring various ways the districts communicate with parents and how frequently parents turn to various sources of

information about their districts parent satisfaction in specific areas of their district's response, as well as the importance of various steps being taken to make school campuses safer, and ensure families have the resources and tools they need to deal with the challenges of distance learning.

- In 2018, FM3 conducted a survey of parents in the **Riverside Unified School District (RUSD)** to assess opinions of the school district's performance overall and in specific areas, priorities for the school district (including topics such as class sizes, safety and security, facilities, athletics, testing, diversity and inclusion, and technology), and interactions with RUSD staff (from classroom teachers to central office administrators). The survey also assessed aspects of District communication including the quality of information provided to those whose preferred language is Spanish and satisfaction with their child's school webpage and the district's webpage.
- In 2018, FM3 also conducted a survey of parents and community members in the **Clovis Unified School District (CUSD)** about communication preferences, and the readership of the District's local newspaper CUSD Today. The survey provided data about the kinds of information that parents and other stakeholders wanted to receive from the District, preferences for communication media, where they get their news now, and an analysis of the District's website.
- FM3 has conducted numerous surveys among parent populations regarding childcare issues, including two parent surveys and focus groups on behalf of the **San Diego Foundation** since 2020 (with parents of children 12 and under), an online survey of California parents of children under age five for **Ed Source**, and research for the **National Association for the Education of Young Children** from 2015 to 2019 among parents, educators, and voters.
- FM3 has extensive experience conducting survey research for the **City of San Francisco's Department of Children, Youth, and Their Families** that included parent satisfaction surveys administered on-site by pre-school program staff, as well as multi-lingual citywide parent surveys, to assess preferences and desires for enhanced programming for San Francisco's young people.
- FM3 has also worked with the San Francisco Treasurer's Office and the **Earned Assets Resource Network (EARN)** to assess San Francisco Unified School District parent attitudes toward the Kindergarten to College savings program, and reactions to the program's marketing and branding materials. This research involved conducting a combination of survey and focus groups with these parents to better understand the values they hold toward higher education for their children and savings habits for higher education.

In addition to our firm's experience with the Fresno Unified School District and other school districts and conducting parent surveys, we will leverage our local knowledge and insight gained from statewide research we regularly conduct on educational issues to benefit the research we provide for the District. FM3 has worked closely with the **California School Boards Association (C.S.B.A.)** to understand parent and voter attitudes on education issues statewide, and a broad coalition of interests, including the **Coalition for Adequate School Housing (C.A.S.H.)**, the **California Building Industry Association (C.B.I.A.)**, and others, in the successful statewide effort to pass **Proposition 51**, a \$9 billion statewide K-12 and community college bond in the November 2016 Presidential Election. FM3 has served as the lead research firm for this coalition for more than a decade. Prior to our work with C.A.S.H. and C.B.I.A. on Prop. 51, FM3's research had already been utilized to pass six statewide education bond measures since 1990

which authorized a combined total of \$25.65 billion in funding. Currently, FM3 is continuing our research with statewide education groups and stakeholders regarding a potential statewide education measure in November 2022.

We feel our experience in the District combined with our experience conducting parent surveys makes us uniquely positioned to help you on this project.

METHODOLOGY AND WORK PLAN

FM3 understands the District would like to conduct a parent survey immediately (with the research completed by June 30) as well as subsequent parent surveys annually. And that the District may be interested in potentially conducting a staff survey (possibly in lieu of one or more of the annual parent survey). In the following pages, we first focus on our recommended methodology for the parent survey, as well as costs for the initial parent survey and follow up annual parent surveys. We then provide a brief description of the methodology and costs for a staff survey.

The Parent Survey

For the parent survey, FM3 recommends conducting a dual-mode survey (conducted online and via land and cellular phones), utilizing the parent contact information provided by the District.

The contemporary approach for gathering statistically reliable data is to employ the traditional telephone survey methodology alongside the latest online survey applications, with invitations to take the survey online distributed to potential respondents via email and (in the case of cellular phones) by text message. In instances where a potential respondent is randomly selected to take the survey online but does not promptly respond to the email invitation to do so (and a cellular telephone number for this individual is also available), FM3 will follow-up with a text message invitation, and an additional reminder as necessary. This relatively new survey contact approach has been found to improve response rates to online surveys.

Given the District's parent list does not contain email addresses for all parents, a dual mode survey is the most inclusive methodology because it allows parents without email addresses (or access to take a survey online even if they do have an email address) to be reached by phone. Furthermore, by offering three contact methods (telephone, email, and text), this methodology gives the highest proportion of parents the opportunity to participate in the survey.

Using this modern dual-mode survey methodology, FM3 collects survey data in two phases:

Phase I: Online Interviews

During this phase, FM3 will pull a randomized sample of District parents. Once FM3 has identified email addresses for the desired number of respondents, an invitation will be sent to the individuals for whom an email address is available. To encourage the greatest level of participation in the survey, we recommend using the District's actual electronic seal or logo for this email invitation, with the invitation electronically "signed" by the superintendent explaining that the District has hired an independent public opinion research firm to conduct a survey about issues

that are relevant to parents. The email invitation will provide a link for the parent to take the survey online. Three to four days after this initial email invitation is sent, a second reminder email will be directed to recipients who have not yet taken the survey, requesting that they do so.

As mentioned earlier, in addition to sending out invitations by e-mail, FM3 offers the option to send out invitations via text message to ensure a representative sample. In many cases, respondents' main access to the internet is through their smartphones. Recipients of the text message invitations will then be able to complete the survey through their smartphones. This approach is especially helpful to ensure the survey is more wide-reaching and captures the opinions of a representative sample of District parents.

Phase II: Telephone Interviews

Within a few days of the initial email's distribution, FM3 will conduct a thorough examination of the demographic characteristics of those who have taken the survey online. By comparing the demographic characteristics of those who have completed the survey online with the attributes of the District's parent population as a whole, FM3 will note specific subsets that are either overrepresented or underrepresented in the online sample.

FM3 will then conduct further interviews with additional respondents by telephone. The telephone interviews will be conducted among those parents who did not have an email address as well as those who do have email addresses but were underrepresented in the online sample, thereby producing an overall survey sample using both methodologies (online and telephone) that mirrors the District's parent population.

Further details on the proposed specifications and costs of the research are below. We first present specifications for the baseline parent survey to be conducted immediately, followed by specifications for annual follow up parent surveys. We conclude with costs and variations in methodology for a staff survey.

PARENT BASELINE SURVEY

Research Methodology	Dual-mode, telephone and online survey, with contact of potential respondents by telephone (cell phones and landlines), email invitations, and text message invitations
Survey Universe	Fresno Unified School District Parents
Sample Size	600 voters
Margin of Sampling Error	±4.1% in 95 out of 100 cases for a sample of 600 interviews
Questionnaire Length	15 minutes in length
Languages	English and Spanish, both online and by phone, with the option of conducting interviews in Hmong if preferred.
Cost	Figure 1 shows the cost for the research with a sample size of 600 and a length of 15 minutes. This price is comprehensive, and includes all costs for questionnaire design,

sample acquisition and preparation, programming, email and text invitations, survey hosting, bilingual interviewing, data entry and analysis, and reporting.

Figure 1: Proposed Baseline 2022 Survey Cost

Sample Size	Length	Cost
600	15 minutes	\$38,750

Optional interviewing in Hmong can be included for an additional \$2,500.

ANNUAL FOLLOW UP PARENT SURVEYS

The following specifications reflect budgetary considerations. If additional funding becomes available, FM3 would recommend a larger sample size.

Research Methodology	Dual-mode, telephone and online survey, with contact of potential respondents by telephone (cell phones and landlines), email invitations, and text message invitations
Survey Universe	Fresno Unified School District Parents
Sample Size	300 voters
Margin of Sampling Error	±5.8% in 95 out of 100 cases for a sample of 600 interviews
Questionnaire Length	10 minutes in length
Languages	English and Spanish, both online and by phone, with the option of conducting interviews in Hmong if preferred.
Cost	Figure 2 shows the cost for the research with a sample size of 300 and a length of 10 minutes. This price is comprehensive, and includes all costs for questionnaire design, sample acquisition and preparation, programming, email and text invitations, survey hosting, bilingual interviewing, data entry and analysis, and reporting.

Figure 2: Proposed Annual Follow Up Survey Cost

Sample Size	Length	Cost
300	10 minutes	\$24,750

Optional interviewing in Hmong can be included for an additional \$2,500.

STAFF SURVEYS

FM3 understands that the District is also interested in potential surveys with additional audiences, including staff (teachers and other staff). We anticipate a staff survey would be conducting primarily online given wide staff access and usage of e-mail. Some interviews would be conducted by phone for staff without convenient access, including maintenance staff. We estimate that 85 percent of the interviews would be conducted online. This survey would be conducted in English only.

Should the district choose to conduct a staff survey for one or more of the annual surveys, we would recommend a 15-minute survey to allow the breadth of questions needed to address the different issues or topics of interest to teachers, administrators, and other staff.

A 15-minute staff survey with up to 200 interviews would cost approximately \$19,500. A 15-minute staff survey with up to 400 respondents would cost approximately \$23,500.

We would welcome the opportunity to work on this project. Of course, there are many options that could be considered, and we would be happy to work with you to develop an approach that meets your budget and needs. If you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration. You may reach us as follows:

John Fairbank
12100 Wilshire Boulevard
Suite 350
Los Angeles, CA 90025
(310) 828-1183 Ext. 2 (Office)
(310) 463-2230 (Cell)
John@FM3research.com

Adam Sonenshein
12100 Wilshire Boulevard
Suite 350
Los Angeles, CA 90025
(310) 828-1183 Ext. 6 (Office)
(310) 569-3653 (Cell)
Adam@FM3research.com

Sharon Pinkerton
12100 Wilshire Boulevard
Suite 350
Los Angeles, CA 90025
(310) 798-0879 (Office)
(310) 766-4867 (Cell)
Sharonmpinkerton@gmail.com

Signature:

Email: john@fm3research.com

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-12

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Appointment of Clint Horwitz as Chair of the Citizens' Bond Oversight Committee

ITEM DESCRIPTION: It is recommended the Board approve the Superintendent's nomination of Clint Horwitz as Chair of the Citizens' Bond Oversight Committee (CBOC). Mr. Horwitz is currently a member of the CBOC, having been appointed in March 2019. He was nominated by the late Trustee Mills, and his appointment as Chair would create a vacancy to be filled by the new Area 5 Trustee. Mr. Horwitz will replace outgoing Chair Barbara Steck, whose term is expiring.

Mr. Horwitz retired as a Lead Attorney from the California Court of Appeal, Fifth Appellate District after more than 32 years and prior to that he was a research attorney for Fresno County Superior Court. He taught Constitutional Law at San Joaquin College of Law in the late 1980s and early 1990s and is a past member of the Fresno County Committee on School District Organization, the original Fresno Unified Measure K Oversight Committee, the Fresno Metro Ministries Board, and the Temple Beth Israel Board.

The role of the CBOC, which meets quarterly and reports to the Board annually, is to ensure bond proceeds are expended only for the purposes set forth in the ballot measures. CBOC members are nominated by Board members for approval, and the Superintendent nominates the Chair. The next meeting of the CBOC will be conducted May 19, 2022 at the new Herrera Elementary School to provide Committee members an opportunity to tour the campus.

FINANCIAL SUMMARY: No fiscal impact to the district.

PREPARED BY: Paul Idsvoog,
Chief Operations and Classified Labor
Management Officer

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-13

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 22-30, Tenaya Middle School Office and Sitework Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-30, for new steel picket and chain-link fencing and gates, concrete sidewalks, entry canopy, new main office exterior doors and landscape and lighting improvements at Tenaya Middle School to improve safety and security for students, staff and visitors. The project will replace existing grass areas in front of the Administration Office with concrete and install fencing, gates and new office entry doors to create a single point of entry to the campus.

The request for bids was lawfully advertised on March 09, 2022. Notifications were sent to 131 firms plus five construction trade publications, and the district received two responses. Bids were opened on March 25, 2022. Staff recommends award to the lowest responsive, responsible bidder:

Viking Enterprises (Fresno, California) \$458,825

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

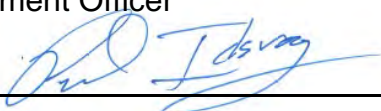
FINANCIAL SUMMARY: Sufficient funds in the amount of \$458,825 are available in the School Facilities Fund.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

REBID NO. 22-30, TENAYA MIDDLE SCHOOL OFFICE AND SITEWORK IMPROVEMENTS

Bid Opening Date: March 25, 2022 prior to 10:01 A.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 TENAYA MS OFFICE AND SITEWORK IMPROVEMENTS	ADD ALT. 1 SITE LIGHTING	ADD ALT. 2 INTEGRAL COLOR CONCRETE	ADD ALT. 3 CANOPY STRUCTURE	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Viking Enterprises	Fresno	\$409,625	\$49,150	\$12,400	\$49,200	\$520,375	\$458,825
BDM, Inc.	Fresno	\$435,775	\$23,875	\$15,000	\$60,750	\$535,400	

Low bid determined by Base Bid plus All Add Alternate items:

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff recommends award of \$458,825 to Viking Enterprises, the lowest responsive, responsible bidder for Base Bid plus Add Alternate 3.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-14

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 22-34, Edison High School Multipurpose Room and Classroom Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-34, to add acoustical panels to existing multipurpose room and remodel band rooms at Edison High School. Project also includes audio-visual equipment upgrades; new stage acoustic shell; expanded practice and instrument storage spaces; and new flooring and finishes.

The request for bids was lawfully advertised on March 07, 2022. Notifications were sent to 116 firms plus five construction trade publications, and the district received three responses. Bids were opened on March 30, 2022. Staff recommends award of base bid only to the lowest responsive, responsible bidder:

Marko Construction Group, Inc. (Fresno, California) \$1,200,000

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: \$1,200,000 is available in the School Facilities Fund.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-34, EDISON HIGH SCHOOL MULTIPURPOSE ROOM AND CLASSROOM IMPROVEMENTS

Bid Opening Date: March 30, 2022 prior to 2:01 P.M.

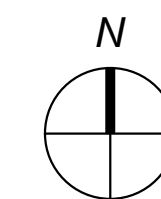
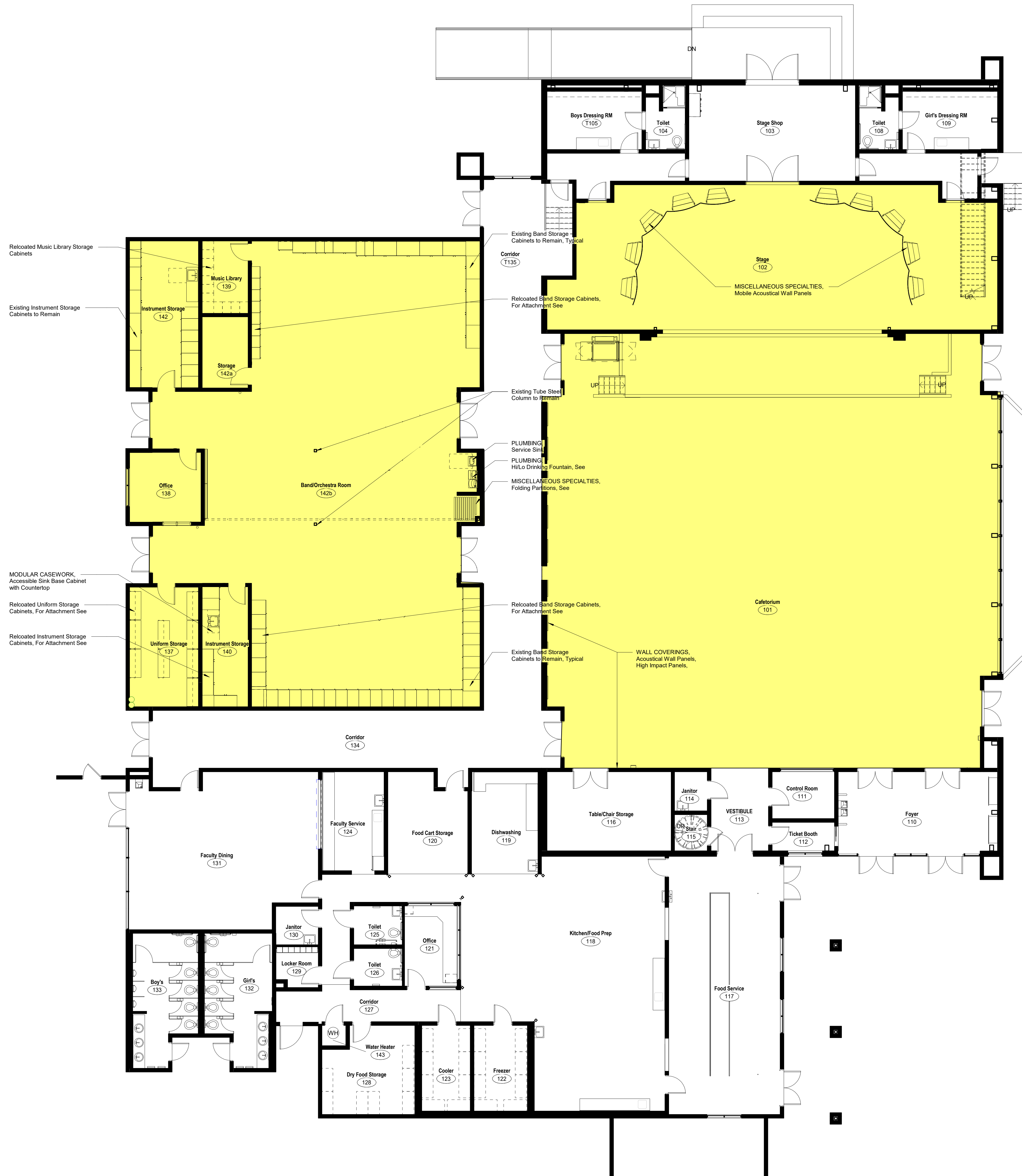
Buyer: Toni Jorge

CONTRACTOR	CITY	BASE BID AMOUNT
Marko Construction Group, Inc.	Fresno	\$1,200,000
GC Builders	Fresno	\$1,212,900
Davis Moreno Construction, Inc.	Fresno	\$1,269,638

Low bid determined by Base Bid.

Staff recommends award of \$1,200,000 to Marko Construction Group, Inc., the lowest responsive, responsible bidder for the Base Bid item.

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Upgrades.rvt



EDISON HIGH SCHOOL- MPR AND BAND ROOM MODERNIZATION FRESNO UNIFIED SCHOOL DISTRICT

FRESNO, CA
Darden Project Number: 2002
Date: 01/05/21

Project Information
darden ARCHITECTURE
PLANNING
INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051
Architect

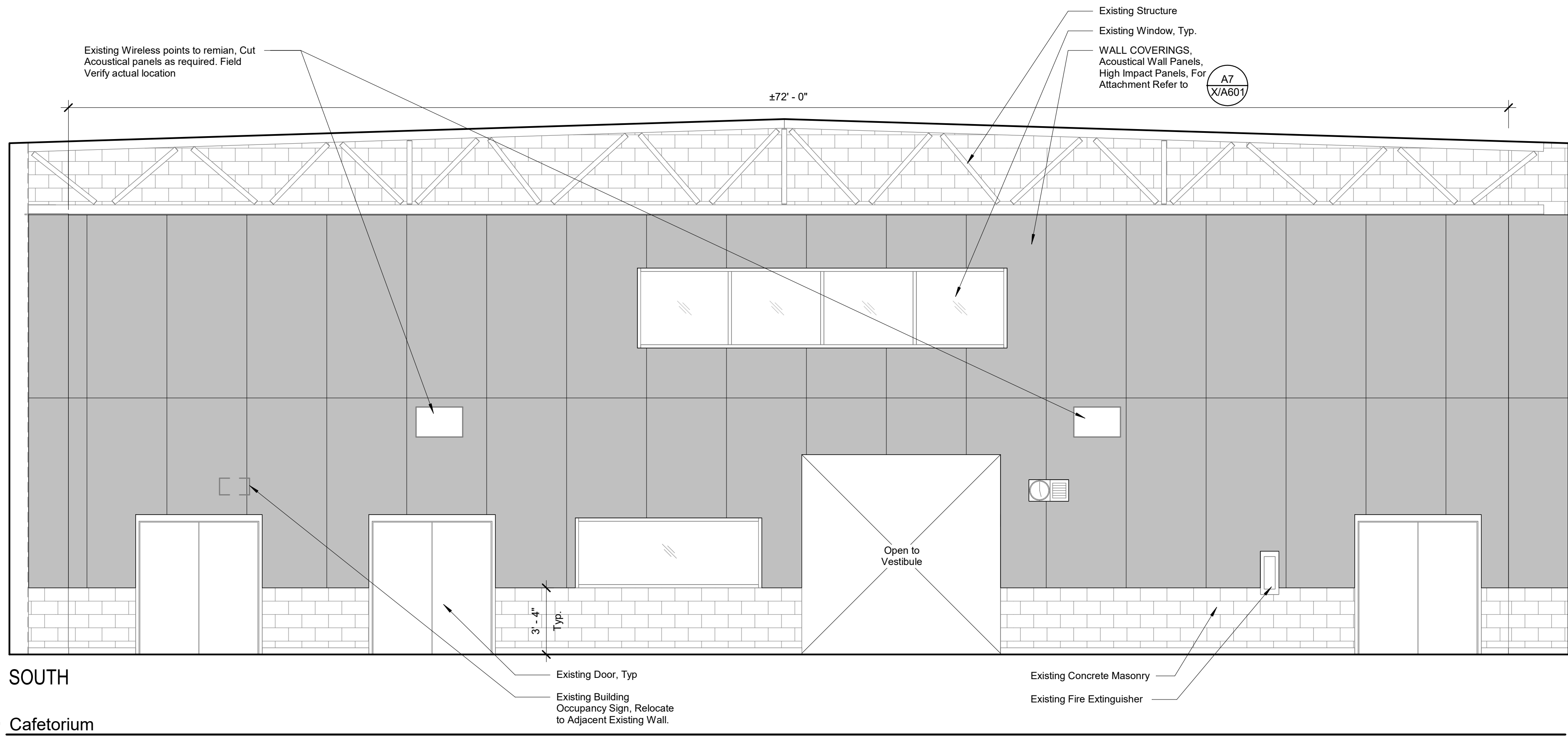
CONSTRUCTION
DOCUMENTS

Phase
Copyright 2020 Darden Architects

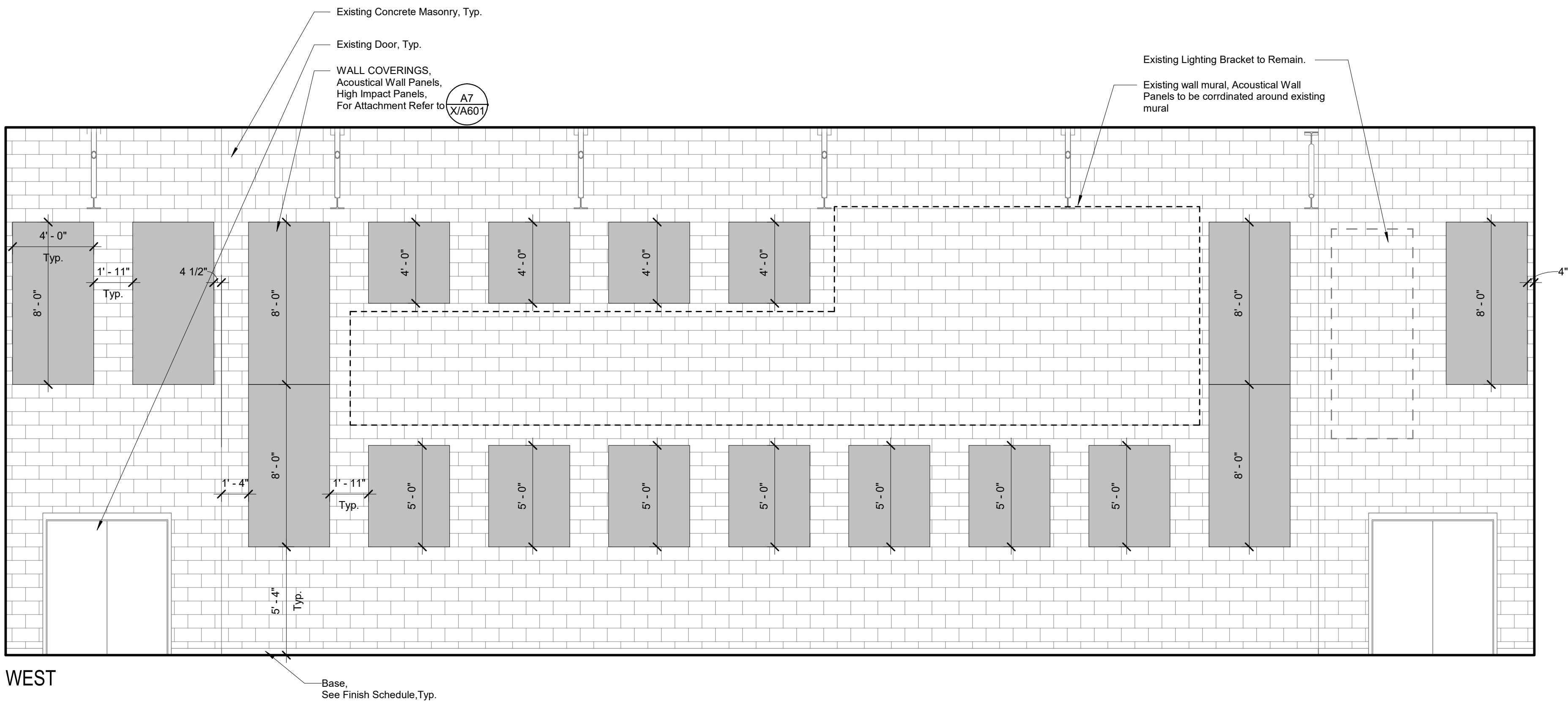
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darden architects, inc.
ARCHITECTURE ▪ PLANNING ▪ INTERIORS



101 Cafetorium
(Continued)



WEST
101 Cafetorium
(Continued)

EDISON HIGH SCHOOL- MPR AND BAND ROOM MODERNIZATION

FRESNO UNIFIED SCHOOL DISTRICT

FRESNO, CA
Darden Project Number: 2002
Date: 01/05/21

Project Information

darden ARCHITECTURE
PLANNING
INTERIORS
architects www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051

Architect

CONSTRUCTION DOCUMENTS

Phase

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Edison
Academic C
County C



EDISON

STAFF

STAFF

EXIT

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-15

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 22-37, Kirk Elementary School Sitework Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-37, for new steel picket and chain-link fencing and gates, concrete sidewalks, concrete seatwalls, planters and landscape at Kirk Elementary School to address accessibility issues, improve safety and security for students, staff and visitors. The project will replace existing fencing, asphalt walkways, concrete sidewalk and landscape areas in front of and adjacent to the Administration Office with new concrete sidewalks, steps and ramps, raised seatwalls, planters and landscape areas to address accessibility issues and improve safety and security.

The request for bids was lawfully advertised on March 11, 2022. Notifications were sent to 134 firms plus five construction trade publications, and the district received three responses. Bids were opened on March 29, 2022. Staff recommends award to the lowest responsive, responsible bidder:

BDM, Inc. (Fresno, California) \$617,370

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

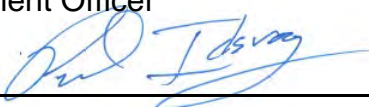
FINANCIAL SUMMARY: Sufficient funds in the amount of \$617,370 are available in the Measure K Savings Fund.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:



**FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION**

BID NO. 22-37, KIRK ELEMENTARY SCHOOL SITEWORK IMPROVEMENTS

Bid Opening Date: March 29, 2022 prior to 10:01 A.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 KIRK ES SITEWORK IMPROVEMENTS	ADD ALT. 1 CONCRETE PADS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
BDM, Inc.	Fresno	\$589,785	\$27,585	\$617,370	\$617,370
Clean Cut Landscape, Inc.	Clovis	\$645,403	\$19,203	\$664,606	
GC Builders	Fresno	\$660,900	\$18,100	\$679,000	

Low bid determined by Base Bid plus All Add Alternate items:

Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff recommends award of \$617,370 to BDM, Inc., the lowest responsive, responsible bidder for Base Bid plus the Add Alternate item.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-16

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 22-38, Yokomi Elementary School Portable Restroom Installation

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-38, to provide infrastructure and site improvements for new modular restroom building at Yokomi Elementary School. Project also includes utility connections; fire sprinkler upgrades at existing portables, and accessibility improvements.

The request for bids was lawfully advertised on March 23, 2022. Notifications were sent to 117 firms plus five construction trade publications, and the district received three responses. Bids were opened on April 22, 2022. Staff recommends award to the lowest responsive, responsible bidder:

Davis Moreno Construction, Inc. (Fresno, California) \$510,847

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$510,847 are available in the School Facilities Fund

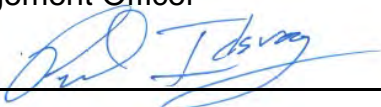
PREPARED BY: Ann Loorz,
Executive Director, Purchasing

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-38, YOKOMI ELEMENTARY SCHOOL PORTABLE RESTROOM INSTALLATION

Bid Opening Date: April 22, 2022 prior to 10:01 A.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Davis Moreno Construction, Inc.	Fresno	\$510,847
GC Builders	Fresno	\$517,500
BDM, Inc.	Fresno	\$569,978

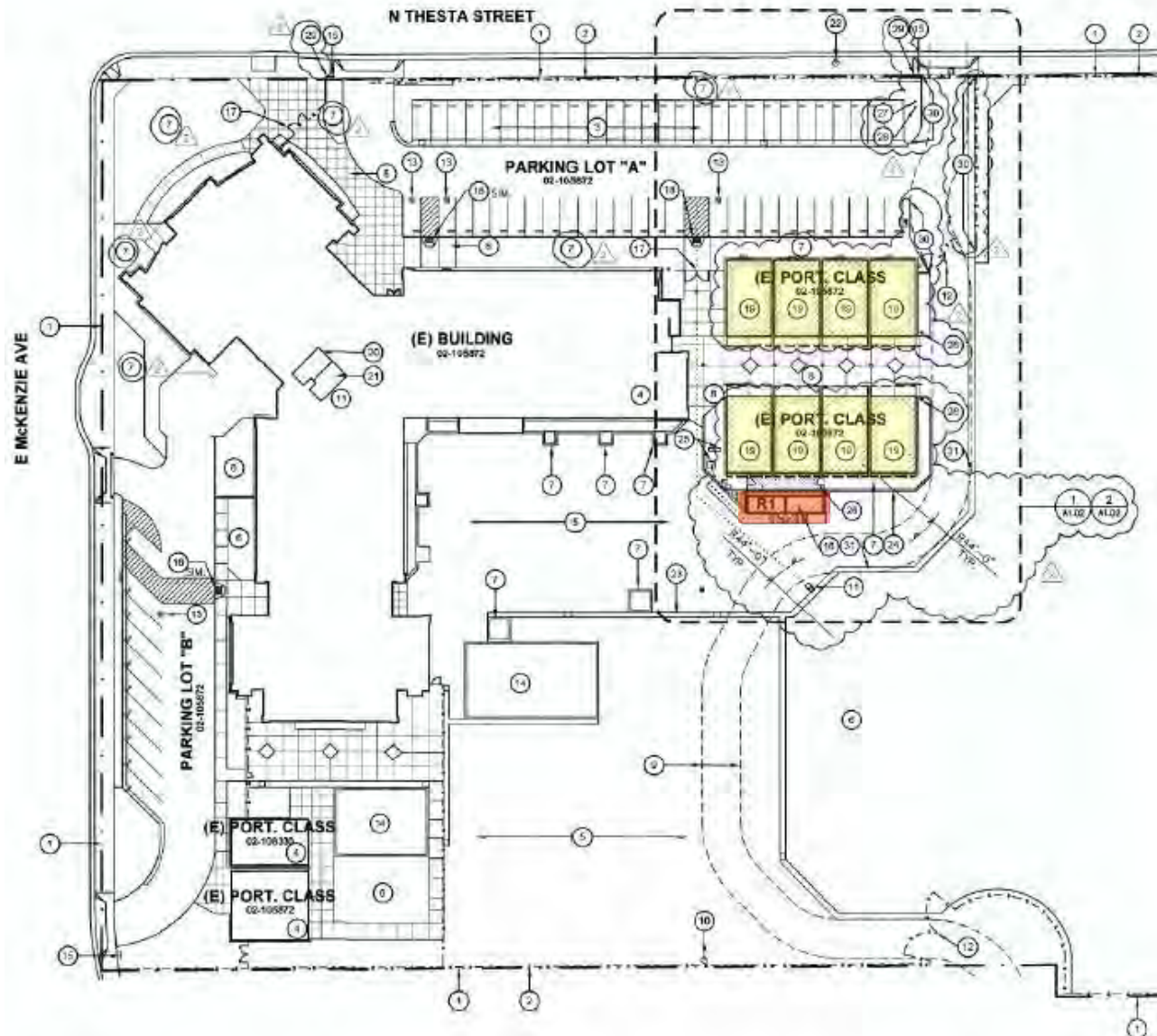
Low bid determined by Base Bid.

Staff recommends award of \$510,847 to Davis Moreno Construction, Inc., the lowest responsive, responsible bidder for the Base Bid.

YOKOMI ELEMENTARY SCHOOL RESTROOM PORTABLE

2323 E. McKenzie Ave., Fresno, CA 93701

SITE PLAN



Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-17

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Request for Proposal 22-02, Financial System

ITEM DESCRIPTION: It is recommended the Board approve award of Request for Proposal (RFP) 22-02. The proposal is for Enterprise Resource Planning (ERP) Software to upgrade the district's financial system. This upgraded system will act as an automated, fully integrated solution between multiple school sites and various business support departments. The system will provide a comprehensive and routine analysis associated with the specialized workflow needs of a Preschool-12 public school district. Benefits of this upgrade include future upgrades that are included in the contract, transition services to the cloud, purchasing upgrades for bidding portals and punch out options for ordering, and minimal business process changes for our school site and department staff. The contract term is for a five-year period.

The RFP was lawfully advertized on August 19, 2021, and on August 26, 2021. Proposals were received on September 21, 2021. The district received seven responses. The evaluation panel was comprised of multiple district departments including Fiscal Services, Purchasing, and Technology Services. The panel recommends approval of the following best value vendor:

CGI, Inc. (Sacramento, California)

\$6,784,985

The RFP, responses, and functionality scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Funding in the amount of \$6,784,985 is available in the General Fund.

PREPARED BY: Kim Kelstrom, Executive Officer
Fiscal Services and Ann Loorz, Executive
Director, Purchasing

DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-3980

CABINET APPROVAL: Santino Danisi,
Chief Financial Officer

SUPERINTENDENT APPROVAL:



Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-18

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Request for Proposals 22-32, Musical Instruments

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposals (RFP) 22-32, to identify qualified vendors and establish discounted prices for the purchase of musical instruments. The RFP establishes three-year price contracts based on discounts off the current manufacturer's suggested retail price. After approval, any of the items on the list can be ordered as needed, but there is no obligation to order specific items. The RFP was lawfully advertised on March 23, 2022 and March 30, 2022, and six responses were received on April 19, 2022. Based on an extensive review by the evaluation committee, including Visual and Performing Arts leaders, staff recommends award of RFP 22-32 to the best value proposers based on price discounts and response to the service questionnaire:

American Music Company	Fresno, California	104 items
California Keyboards Music Center	Bakersfield, California	5 items
Gottschalk Music Center	Clovis, California	159 items
Harvard House Music	Fresno, California	17 items
Patrick's Music...Etc.	Fresno, California	20 items
The Horn Shop	Fresno, California	66 items

The discount schedule is attached, and a copy of the RFP is available for review in the Purchasing Department.

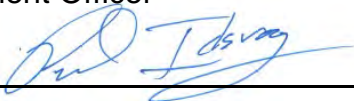
FINANCIAL SUMMARY: This award establishes a set discount; it does not commit district funds. Future purchases will be based on program need and funding availability.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
MUSICAL INSTRUMENTS DISCOUNT SCHEDULE
RFP No. 22-32, MUSICAL INSTRUMENTS

Bid Opening Date: April 19, 2022 prior to 2:01 P.M.

Buyer: Ashley Taylor

Vendor	Instrument	Type	Manufacturer	% Discount off MSRP
Calif. Keyboard Music Center	Alto Flute	Student	Gemeinhardt	56%
Calif. Keyboard Music Center	Alto Flute	Pro/High School	Gemeinhardt	55%
Gottschalk Music Center	Alto Flute	Student	Jupiter	55%
Gottschalk Music Center	Alto Flute	Pro/High School	Jupiter	55%
The Horn Shop	Alto Flute	Student	Pearl	58%
American Music Co.	Alto Flute	Pro/High School	Pearl	57%
Gottschalk Music Center	Alto Flute	Pro/High School	Yamaha	46%
American Music Co.	Alto Flute	Student	Amadeus by Haynes	42%
American Music Co.	Alto Flute	Pro	Amadeus by Haynes	42%
The Horn Shop	Alto Flute	Pro	Armstrong	50%
The Horn Shop	Alto Saxophone	Student	Cannonball	50%
The Horn Shop	Alto Saxophone	Pro	Cannonball	48%
American Music Co.	Alto Saxophone	Student	Conn-Selmer	60%
Gottschalk Music Center	Alto Saxophone	Pro	Conn-Selmer	45%
Gottschalk Music Center	Alto Saxophone	Student	Jupiter	70%
Gottschalk Music Center	Alto Saxophone	Student	Yamaha	55%
Gottschalk Music Center	Alto Saxophone	Pro	Yamaha	50%
Gottschalk Music Center	Alto Saxophone	Pro	Yanagisawa	55%
American Music Co.	Alto Saxophone	Pro	Chateau	50%
American Music Co.	Alto Saxophone	Student	Chateau	52%
American Music Co.	Alto Saxophone	Student	Eastman	52%
American Music Co.	Alto Saxophone	Pro	Eastman	48%
Gottschalk Music Center	Alto Saxophone	Pro	Jupiter	50%
Harvard House Music, LLC	Alto Saxophone	Student	Opus/Valkyrie	38%
American Music Co.	Alto Saxophone	Pro	P. Mauriat	48%
Patrick's Music	Alto Saxophone	Student	Selmer	45%
The Horn Shop	Baritone Saxophone	Student	Cannonball	48%
The Horn Shop	Baritone Saxophone	Pro	Cannonball	48%
Gottschalk Music Center	Baritone Saxophone	Student	Conn-Selmer	55%
Patrick's Music	Baritone Saxophone	Pro	Conn-Selmer	45%
Gottschalk Music Center	Baritone Saxophone	Student	Jupiter	55%
Gottschalk Music Center	Baritone Saxophone	Student	Yamaha	48%
Gottschalk Music Center	Baritone Saxophone	Pro	Yamaha	48%
Gottschalk Music Center	Baritone Saxophone	Pro	Yanagisawa	49%
American Music Co.	Baritone Saxophone	Student	Blessing	61%
American Music Co.	Baritone Saxophone	Student	Chateau	52%
American Music Co.	Baritone Saxophone	Student	Eastman	48%
Gottschalk Music Center	Baritone Saxophone	Pro	Jupiter	50%
Harvard House Music, LLC	Baritone Saxophone	Student	Opus/Valkyrie	38%
American Music Co.	Baritone Saxophone	Pro	P. Mauriat	48%
Gottschalk Music Center	Baritone/Euphonium	Student	King	48%
Gottschalk Music Center	Baritone/Euphonium	Pro	King	61%
Gottschalk Music Center	Baritone/Euphonium	Student	Yamaha	50%
Gottschalk Music Center	Baritone/Euphonium	Pro	Yamaha	48%
Gottschalk Music Center	Baritone/Euphonium	Student	Blessing	60%
American Music Co.	Baritone/Euphonium	Student	Eastman	55%
American Music Co.	Baritone/Euphonium	Student	Jupiter	51%
American Music Co.	Baritone/Euphonium	Pro	Jupiter	51%
Patrick's Music	Baritone/Euphonium	Student	King	35%
American Music Co.	Baritone/Euphonium	Pro	Shires Q Series	32%
The Horn Shop	Bass Clarinet	Student	Buffet	55%

The Horn Shop	Bass Clarinet	Pro	Buffet	53%
Gottschalk Music Center	Bass Clarinet	Pro	Conn-Selmer	35%
Gottschalk Music Center	Bass Clarinet	Student	Jupiter	57%
Gottschalk Music Center	Bass Clarinet	Student	Leblanc	54%
Gottschalk Music Center	Bass Clarinet	Pro	Leblanc	55%
Gottschalk Music Center	Bass Clarinet	Student	Yamaha	48%
Gottschalk Music Center	Bass Clarinet	Pro	Yamaha	48%
Harvard House Music, LLC	Bass Clarinet	Student	Opus/Valkyrie	38%
Patrick's Music	Bass Clarinet	Student	Selmer	35%
Gottschalk Music Center	Bassoon	Student	Conn-Selmer	48%
Gottschalk Music Center	Bassoon	Pro	Conn-Selmer	42%
The Horn Shop	Bassoon	Student	Fox	47%
The Horn Shop	Bassoon	Pro	Fox	47%
Gottschalk Music Center	Bassoon	Student	Jupiter	55%
American Music Co.	Cello	Student	Knilling	62%
American Music Co.	Cello	Pro	Knilling	62%
American Music Co.	Cello	Student	Eastman	57%
American Music Co.	Cello	Pro	Eastman	57%
Gottschalk Music Center	Cello	Student	Giovanni Clemente	48%
Gottschalk Music Center	Cello	Pro	Giovanni Clemente	60%
Harvard House Music, LLC	Cello	Student	Harvard House 1	38%
Harvard House Music, LLC	Cello	Pro	Harvard House 2	38%
Gottschalk Music Center	Cello	Student	Krutz	55%
Gottschalk Music Center	Cello	Pro	Krutz	55%
Harvard House Music, LLC	Cello	Student	Moon River	38%
Harvard House Music, LLC	Cello	Pro	Moon River	38%
Patrick's Music	Cello	Student	Scherl and Roth	45%
Patrick's Music	Cello	Student	Scherl and Roth	45%
Gottschalk Music Center	Cello	Student	Scherl and Roth	60%
Patrick's Music	Cello	Pro	Scherl and Roth	45%
Patrick's Music	Cello	Pro	Scherl and Roth	45%
Gottschalk Music Center	Cello	Pro	Scherl and Roth	60%
Gottschalk Music Center	Cello	Student	Yamaha	65%
Gottschalk Music Center	Cello	Pro	Yamaha	65%
The Horn Shop	Chimes/Tubular Bells	Pro	Adams	47%
The Horn Shop	Chimes/Tubular Bells	Student	Adams	47%
Gottschalk Music Center	Chimes/Tubular Bells	Pro	Majestic	46%
Gottschalk Music Center	Chimes/Tubular Bells	Student	Majestic	46%
Gottschalk Music Center	Chimes/Tubular Bells	Pro	Musser	50%
American Music Co.	Chimes/Tubular Bells	Student	Musser	48%
Gottschalk Music Center	Chimes/Tubular Bells	Pro	Yamaha	47%
Gottschalk Music Center	Chimes/Tubular Bells	Student	Yamaha	47%
Patrick's Music	Chimes/Tubular Bells	Pro	Musser	45%
The Horn Shop	Clarinet	Student	Buffet	60%
The Horn Shop	Clarinet	Pro	Buffet	53%
American Music Co.	Clarinet	Student	Conn-Selmer	59%
Gottschalk Music Center	Clarinet	Pro	Conn-Selmer	48%
Gottschalk Music Center	Clarinet	Student	Jupiter	71%
Gottschalk Music Center	Clarinet	Student	Leblanc	67%
Gottschalk Music Center	Clarinet	Pro	Leblanc	54%
Gottschalk Music Center	Clarinet	Student	Yamaha	60%
Gottschalk Music Center	Clarinet	Pro	Yamaha	49%
American Music Co.	Clarinet	Student	Backun Alpha	60%
American Music Co.	Clarinet	Pro	Backun Q Series	40%
American Music Co.	Clarinet	Student	Eastman	60%
Gottschalk Music Center	Clarinet	Pro	Jupiter	50%
Harvard House Music, LLC	Clarinet	Student	Opus/Valkyrie	38%
Gottschalk Music Center	Concert Bass Drum w/Stand	Student/Elem. Band	Ludwig	50%
American Music Co.	Concert Bass Drum w/Stand	Student/Elem. Band	Mapex	56%

American Music Co.	Concert Bass Drum w/Stand	Student/Elem. Band	Pearl	56%
Gottschalk Music Center	Concert Bass Drum w/Stand	Student/Elem. Band	Yamaha	47%
American Music Co.	Concert Snare w/Stand	Student/Elem. Band	Ludwig	55%
American Music Co.	Concert Snare w/Stand	Pro	Ludwig	45%
Gottschalk Music Center	Concert Snare w/Stand	Student/Elem. Band	Mapex	60%
American Music Co.	Concert Snare w/Stand	Student/Elem. Band	Pearl	55%
American Music Co.	Concert Snare w/Stand	Pro	Pearl	57%
Gottschalk Music Center	Concert Snare w/Stand	Student/Elem. Band	Yamaha	45%
Gottschalk Music Center	Concert Snare w/Stand	Pro	Yamaha	40%
American Music Co.	Concert Snare w/Stand	Pro	Mapex	50%
American Music Co.	Double Bass	Student	Knilling	62%
American Music Co.	Double Bass	Pro	Knilling	62%
American Music Co.	Double Bass	Student	Eastman	57%
American Music Co.	Double Bass	Pro	Eastman	57%
Gottschalk Music Center	Double Bass	Student	Giovanni Clemente	50%
Gottschalk Music Center	Double Bass	Pro	Giovanni Clemente	55%
Gottschalk Music Center	Double Bass	Student	Krutz	45%
Gottschalk Music Center	Double Bass	Pro	Krutz	40%
Gottschalk Music Center	Double Bass	Student	Scherl and Roth	64%
Gottschalk Music Center	Double Bass	Pro	Scherl and Roth	64%
American Music Co.	Drum Kit (bells/pad/stand)	Student/Elem. Band	Ludwig	59%
American Music Co.	Drum Kit (bells/pad/stand)	Student/Elem. Band	Mapex	63%
American Music Co.	Drum Kit (bells/pad/stand)	Student/Elem. Band	Pearl	50%
Gottschalk Music Center	Drum Kit (bells/pad/stand)	Student/Elem. Band	Yamaha	45%
Gottschalk Music Center	Drum Kit (bells/pad/stand)	Student	Majestic	40%
Gottschalk Music Center	English Horn	Student	Fox	28%
American Music Co.	English Horn	Pro	Fox	27%
The Horn Shop	Flute	Student	Gemeinhardt	60%
Calif. Keyboard Music Center	Flute	Pro	Gemeinhardt	56%
Gottschalk Music Center	Flute	Student	Jupiter	71%
Gottschalk Music Center	Flute	Pro	Jupiter	55%
American Music Co.	Flute	Student	Pearl	58%
The Horn Shop	Flute	Pro	Pearl	58%
Gottschalk Music Center	Flute	Student	Yamaha	60%
Gottschalk Music Center	Flute	Pro	Yamaha	51%
American Music Co.	Flute	Pro	Amadeus by Haynes	40%
Gottschalk Music Center	Flute	Student	Conn-Selmer	62%
American Music Co.	Flute	Student	Eastman	62%
American Music Co.	Flute	Pro	Haynes Q Series	38%
Harvard House Music, LLC	Flute	Student	Opus/Valkyrie	38%
American Music Co.	Flute	Student	Selmer	60%
The Horn Shop	Flute	Pro	Selmer	50%
Gottschalk Music Center	French Horn	Student	Conn	48%
Gottschalk Music Center	French Horn	Pro	Conn	50%
American Music Co.	French Horn	Student	Holton	51%
Gottschalk Music Center	French Horn	Pro	Holton	50%
American Music Co.	French Horn	Student	Jupiter	63%
Gottschalk Music Center	French Horn	Student	Yamaha	51%
Gottschalk Music Center	French Horn	Pro	Yamaha	48%
American Music Co.	French Horn	Student	Blessing	59%
American Music Co.	French Horn	Pro	Blessing	45%
American Music Co.	French Horn	Student	Eastman	62%
American Music Co.	French Horn	Pro	Eastman	48%
The Horn Shop	Marimba	Student/Elementary	Adams	46%
The Horn Shop	Marimba	Pro/High School	Adams	46%
American Music Co.	Marimba	Student/Elementary	Ludwig	46%
Patrick's Music	Marimba	Pro/High School	Ludwig	45%
The Horn Shop	Marimba	Student/Elementary	Pearl	46%
The Horn Shop	Marimba	Pro/High School	Pearl	46%

Gottschalk Music Center	Marimba	Student/Elementary	Yamaha	48%
Gottschalk Music Center	Marimba	Pro/High School	Yamaha	48%
Gottschalk Music Center	Marimba	Student	Majestic	45%
Gottschalk Music Center	Marimba	Pro	Majestic	45%
Patrick's Music	Marimba	Student/Elementary	Musser	40%
Gottschalk Music Center	Marimba	Pro	Musser	50%
The Horn Shop	Oboe	Student	Buffet	55%
The Horn Shop	Oboe	Pro	Buffet	45%
Gottschalk Music Center	Oboe	Student	Conn-Selmer	52%
Gottschalk Music Center	Oboe	Pro	Conn-Selmer	45%
American Music Co.	Oboe	Student	Fox	43%
The Horn Shop	Oboe	Pro	Fox	25%
Gottschalk Music Center	Oboe	Student	Yamaha	51%
Gottschalk Music Center	Oboe	Pro	Yamaha	40%
The Horn Shop	Piccolo	Student	Gemeinhardt	50%
The Horn Shop	Piccolo	Pro	Gemeinhardt	50%
Gottschalk Music Center	Piccolo	Student	Jupiter	56%
Gottschalk Music Center	Piccolo	Pro	Jupiter	56%
The Horn Shop	Piccolo	Student	Pearl	58%
The Horn Shop	Piccolo	Pro	Pearl	58%
Gottschalk Music Center	Piccolo	Student	Yamaha	52%
Gottschalk Music Center	Piccolo	Pro	Yamaha	50%
American Music Co.	Piccolo	Student	Blessing	60%
Calif. Keyboard Music Center	Piccolo	Student	Conn-Selmer	68%
Calif. Keyboard Music Center	Piccolo	Pro	Conn-Selmer	50%
Gottschalk Music Center	Piccolo	Student	Selmer	62%
American Music Co.	Piccolo	Pro	Selmer	50%
The Horn Shop	Soprano Saxophone	Student	Cannonball	48%
The Horn Shop	Soprano Saxophone	Pro	Cannonball	48%
Gottschalk Music Center	Soprano Saxophone	Student	Conn-Selmer	66%
Gottschalk Music Center	Soprano Saxophone	Pro	Conn-Selmer	49%
American Music Co.	Soprano Saxophone	Student	Jupiter	59%
Gottschalk Music Center	Soprano Saxophone	Student	Yamaha	50%
Gottschalk Music Center	Soprano Saxophone	Pro	Yamaha	40%
Gottschalk Music Center	Soprano Saxophone	Pro	Yanagisawa	52%
American Music Co.	Soprano Saxophone	Student	Eastman	50%
American Music Co.	Soprano Saxophone	Pro	Eastman	40%
American Music Co.	Soprano Saxophone	Pro	P. Mauriat	48%
The Horn Shop	Tenor Saxophone	Student	Cannonball	48%
The Horn Shop	Tenor Saxophone	Pro	Cannonball	48%
Gottschalk Music Center	Tenor Saxophone	Student	Conn-Selmer	62%
Gottschalk Music Center	Tenor Saxophone	Pro	Conn-Selmer	42%
American Music Co.	Tenor Saxophone	Student	Jupiter	68%
Gottschalk Music Center	Tenor Saxophone	Student	Yamaha	55%
Gottschalk Music Center	Tenor Saxophone	Pro	Yamaha	46%
Gottschalk Music Center	Tenor Saxophone	Pro	Yanagisawa	55%
American Music Co.	Tenor Saxophone	Student	Chateau	52%
American Music Co.	Tenor Saxophone	Pro	Chateau	52%
American Music Co.	Tenor Saxophone	Student	Eastman	52%
American Music Co.	Tenor Saxophone	Pro	Eastman	48%
Gottschalk Music Center	Tenor Saxophone	Pro	Jupiter	50%
Harvard House Music, LLC	Tenor Saxophone	Student	Opus/Corsair	38%
American Music Co.	Tenor Saxophone	Pro	P. Mauriat	48%
Patrick's Music	Tenor Saxophone	Student	Selmer	45%
The Horn Shop	Timpani 23"	Student/Elementary	Adams	47%
The Horn Shop	Timpani 23"	Pro	Adams	47%
Gottschalk Music Center	Timpani 23"	Student/Elementary	Ludwig	50%
Gottschalk Music Center	Timpani 23"	Pro	Ludwig	50%
The Horn Shop	Timpani 23"	Student/Elementary	Pearl	47%

The Horn Shop	Timpani 23"	Pro	Pearl	47%
Gottschalk Music Center	Timpani 23"	Student/Elementary	Yamaha	45%
Gottschalk Music Center	Timpani 23"	Pro	Yamaha	45%
Patrick's Music	Timpani 23"	Student/Elementary	Ludwig	45%
American Music Co.	Timpani 23"	Student/Elementary	Majestic	45%
American Music Co.	Timpani 23"	Student/Elementary	Majestic	45%
American Music Co.	Timpani 23"	Pro	Majestic Grand Symphonic	45%
The Horn Shop	Timpani 26"	Student/Elementary	Adams	47%
The Horn Shop	Timpani 26"	Pro	Adams	47%
Gottschalk Music Center	Timpani 26"	Student/Elementary	Ludwig	50%
Gottschalk Music Center	Timpani 26"	Pro	Ludwig	50%
The Horn Shop	Timpani 26"	Student/Elementary	Pearl	47%
The Horn Shop	Timpani 26"	Pro	Pearl	47%
Gottschalk Music Center	Timpani 26"	Student/Elementary	Yamaha	45%
Gottschalk Music Center	Timpani 26"	Pro	Yamaha	45%
Patrick's Music	Timpani 26"	Student/Elementary	Ludwig	45%
American Music Co.	Timpani 26"	Pro	Majestic Grand Symphonic	45%
The Horn Shop	Timpani 29"	Student/Elementary	Adams	47%
The Horn Shop	Timpani 29"	Pro	Adams	47%
Gottschalk Music Center	Timpani 29"	Student/Elementary	Ludwig	50%
Gottschalk Music Center	Timpani 29"	Pro	Ludwig	50%
The Horn Shop	Timpani 29"	Student/Elementary	Pearl	47%
The Horn Shop	Timpani 29"	Pro	Pearl	47%
Gottschalk Music Center	Timpani 29"	Student/Elementary	Yamaha	45%
Gottschalk Music Center	Timpani 29"	Pro	Yamaha	45%
Patrick's Music	Timpani 29"	Student/Elementary	Ludwig	45%
American Music Co.	Timpani 29"	Student/Elementary	Majestic	45%
American Music Co.	Timpani 29"	Pro	Majestic Grand Symphonic	45%
The Horn Shop	Timpani 32"	Student/Elementary	Adams	47%
The Horn Shop	Timpani 32"	Pro	Adams	47%
American Music Co.	Timpani 32"	Student/Elementary	Ludwig	46%
Gottschalk Music Center	Timpani 32"	Pro	Ludwig	50%
The Horn Shop	Timpani 32"	Student/Elementary	Pearl	47%
The Horn Shop	Timpani 32"	Pro	Pearl	47%
Gottschalk Music Center	Timpani 32"	Student/Elementary	Yamaha	45%
Gottschalk Music Center	Timpani 32"	Pro	Yamaha	45%
Patrick's Music	Timpani 32"	Student/Elementary	Ludwig	45%
American Music Co.	Timpani 32"	Student/Elementary	Majestic	45%
American Music Co.	Timpani 32"	Pro	Majestic Grand Symphonic	45%
The Horn Shop	Timpani Set (4 drums-23, 26, 29, 32)	Student/Elementary	Adams	47%
The Horn Shop	Timpani Set (4 drums-23, 26, 29, 32)	Pro/High School	Adams	47%
Gottschalk Music Center	Timpani Set (4 drums-23, 26, 29, 32)	Student/Elementary	Ludwig	51%
Gottschalk Music Center	Timpani Set (4 drums-23, 26, 29, 32)	Pro/High School	Ludwig	50%
The Horn Shop	Timpani Set (4 drums-23, 26, 29, 32)	Student/Elementary	Pearl	47%
The Horn Shop	Timpani Set (4 drums-23, 26, 29, 32)	Pro/High School	Pearl	47%
Gottschalk Music Center	Timpani Set (4 drums-23, 26, 29, 32)	Student/Elementary	Yamaha	47%
Gottschalk Music Center	Timpani Set (4 drums-23, 26, 29, 32)	Pro/High School	Yamaha	45%
Patrick's Music	Timpani Set (4 drums-23, 26, 29, 32)	Student/Elementary	Ludwig	45%
Gottschalk Music Center	Timpani Set (4 drums-23, 26, 29, 32)	Student	Majestic	45%
Gottschalk Music Center	Timpani Set (4 drums-23, 26, 29, 32)	Pro	Majestic	45%
American Music Co.	Timpani Set (4 drums-23, 26, 29, 32)	Pro	Majestic Grand Symphonic	45%
Gottschalk Music Center	Trombone	Pro	Bach	48%
Gottschalk Music Center	Trombone	Student	Conn	67%
The Horn Shop	Trombone	Student	Getzen	40%
The Horn Shop	Trombone	Pro	Getzen	25%
American Music Co.	Trombone	Student	Jupiter	67%
Gottschalk Music Center	Trombone	Pro	King	48%
Gottschalk Music Center	Trombone	Student	Yamaha	58%
Gottschalk Music Center	Trombone	Pro	Yamaha	48%

The Horn Shop	Trombone	Student	Bach	62%
Gottschalk Music Center	Trombone	Student	Blessing	65%
American Music Co.	Trombone	Pro	Blessing	59%
Patrick's Music	Trombone	Pro	Conn	35%
American Music Co.	Trombone	Student	Eastman	62%
American Music Co.	Trombone	Pro	Eastman	60%
American Music Co.	Trombone	Pro	Shires Q Series	32%
Gottschalk Music Center	Trumpet	Pro	Bach	48%
American Music Co.	Trumpet	Pro	Blessing	49%
American Music Co.	Trumpet	Student	Conn-Selmer	62%
The Horn Shop	Trumpet	Student	Getzen	40%
The Horn Shop	Trumpet	Pro	Getzen	25%
American Music Co.	Trumpet	Student	Jupiter	67%
Gottschalk Music Center	Trumpet	Student	Yamaha	58%
Gottschalk Music Center	Trumpet	Pro	Yamaha	48%
Gottschalk Music Center	Trumpet	Student	Blessing	62%
American Music Co.	Trumpet	Pro	Blessing	45%
American Music Co.	Trumpet	Student	Eastman	62%
American Music Co.	Trumpet	Pro	Eastman	48%
Harvard House Music, LLC	Trumpet	Student	Opus/Valkyrie	38%
American Music Co.	Trumpet	Pro	Shires Q Series	32%
American Music Co.	Tuba	Student	Conn-Selmer	46%
Patrick's Music	Tuba	Pro	Conn-Selmer	40%
American Music Co.	Tuba	Student	Jupiter	54%
Gottschalk Music Center	Tuba	Pro	Jupiter	55%
Gottschalk Music Center	Tuba	Student	King	52%
The Horn Shop	Tuba	Pro	King	52%
Gottschalk Music Center	Tuba	Student	Yamaha	48%
Gottschalk Music Center	Tuba	Pro	Yamaha	48%
American Music Co.	Tuba	Student	Eastman	48%
American Music Co.	Tuba	Pro	Eastman	49%
The Horn Shop	Vibraphone	Student/Elementary	Adams	47%
The Horn Shop	Vibraphone	Pro/High School	Adams	47%
American Music Co.	Vibraphone	Student/Elementary	Ludwig	48%
Gottschalk Music Center	Vibraphone	Pro/High School	Ludwig	50%
The Horn Shop	Vibraphone	Student/Elementary	Pearl	47%
The Horn Shop	Vibraphone	Pro/High School	Pearl	47%
Gottschalk Music Center	Vibraphone	Student/Elementary	Yamaha	48%
Gottschalk Music Center	Vibraphone	Pro/High School	Yamaha	48%
Gottschalk Music Center	Vibraphone	Pro	Majestic	45%
American Music Co.	Viola	Student	Knilling	62%
American Music Co.	Viola	Pro	Knilling	62%
Gottschalk Music Center	Viola	Student	Giovanni Clemente	60%
Gottschalk Music Center	Viola	Pro	Giovanni Clemente	60%
Gottschalk Music Center	Viola	Student	Krutz	60%
Gottschalk Music Center	Viola	Pro	Krutz	60%
Harvard House Music, LLC	Viola	Student	Moon River	38%
Harvard House Music, LLC	Viola	Pro	Moon River	38%
Gottschalk Music Center	Viola	Student	Scherl and Roth	66%
Gottschalk Music Center	Viola	Pro	Scherl and Roth	57%
American Music Co.	Viola	Student	Snow	50%
American Music Co.	Viola	Pro	Snow	50%
Gottschalk Music Center	Viola	Student	Yamaha	65%
Gottschalk Music Center	Viola	Pro	Yamaha	55%
American Music Co.	Violin	Student	Knilling	62%
American Music Co.	Violin	Pro	Knilling	62%
American Music Co.	Violin	Pro	Eastman	57%
American Music Co.	Violin	Student	Eastman	57%
Gottschalk Music Center	Violin	Student	Giovanni Clemente	60%

Gottschalk Music Center	Violin	Pro	Giovanni Clemente	60%
Harvard House Music, LLC	Violin	Pro	Harvard House 2	38%
Harvard House Music, LLC	Violin	Student	Harvard House 1	38%
Gottschalk Music Center	Violin	Student	Krutz	55%
Gottschalk Music Center	Violin	Pro	Krutz	60%
Harvard House Music, LLC	Violin	Student	Moon River	38%
Harvard House Music, LLC	Violin	Pro	Moon River	38%
Gottschalk Music Center	Violin	Student	Scherl and Roth	66%
Gottschalk Music Center	Violin	Pro	Scherl and Roth	57%
American Music Co.	Violin	Student	Snow	50%
American Music Co.	Violin	Pro	Snow	50%
Gottschalk Music Center	Violin	Student	Yamaha	65%
Gottschalk Music Center	Violin	Pro	Yamaha	65%
The Horn Shop	Xylophone	Student/Elementary	Adams	47%
The Horn Shop	Xylophone	Pro/High School	Adams	47%
Gottschalk Music Center	Xylophone	Student/Elementary	Ludwig	50%
American Music Co.	Xylophone	Pro/High School	Ludwig	45%
The Horn Shop	Xylophone	Student/Elementary	Pearl	47%
The Horn Shop	Xylophone	Pro/High School	Pearl	47%
Gottschalk Music Center	Xylophone	Student/Elementary	Yamaha	46%
Gottschalk Music Center	Xylophone	Pro/High School	Yamaha	48%
Gottschalk Music Center	Xylophone	Pro	Majestic	45%
Gottschalk Music Center	Xylophone	Student	Majestic	50%
Patrick's Music	Xylophone	Student/Elementary	Musser	40%
Gottschalk Music Center	Xylophone	Pro	Musser	50%

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-19

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Rejection of Bid 22-31, Brawley Service Center HVAC Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-31, to replace the existing heating and cooling system that services the Maintenance Department shops, Auto and Bus shop, Warehouse, Graphics and Transportation offices. The project will furnish and install new packaged HVAC units, evaporative cooling units, new exhaust fan motors and belts, new ductwork and registers. The existing system is over 25 years old and requires replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on February 23, 2022. Notifications were sent to 128 firms plus five construction trade publications, and the district received two responses. Bids were opened on March 25, 2022. Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount. The project scope will be evaluated for modification and rebid in the future.

The tabulation is attached and bid specifications are available for review in the Purchasing Department.

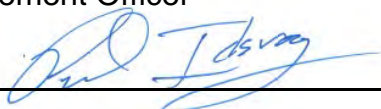
FINANCIAL SUMMARY: Rejecting the bids results in no fiscal impact to the district at this time.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-31, BRAWLEY SERVICE CENTER HVAC REPLACEMENT

Bid Opening Date: March 25, 2022 prior to 4:01 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Carrier Corporation	Los Angeles	\$2,789,000
New England Sheet Metal and Mechanical Co.	Fresno	\$3,369,000

Low bid determined by Base Bid.

Staff recommends rejecting all bids due to low bid amount exceeding established budget.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-20

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Revised Job Descriptions for Service Employees International Union Local 521 (SEIU)

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

Revised Job Descriptions for SEIU in accordance with collaborative discussions.

The SEIU Revised Job Descriptions of:

- Custodian – PE Male or Female
- Lead Custodian
- Plant Coordinator I
- Plant Coordinator II

These positions are designated Classified, non-exempt.

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

PREPARED BY: Manjit Atwal, Executive Director

DIVISION: Human Resources
PHONE NUMBER: (559) 457-3501

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

SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	P.E. Custodian (Male or Female)	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Assigned High School	CLASSIFICATION:	Classified
FLSA:	Non-Exempt	WORK YEAR:	261 Days
BOARD APPROVAL:		SALARY:	N-27/Operations Salary Schedule

BASIC FUNCTION:

Clean and maintain an assigned school male or female physical education facility and office space in a clean, orderly, and secure manner; perform a variety of grounds preparation activities for sporting events.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below (E). This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Clean and maintain an assigned school physical education facility and office space in a clean, orderly, and secure manner. *E*

Perform custodial duties such as sweeping, scrubbing, dusting, mopping and disinfecting locker rooms, showers, hallways, bleachers, weight rooms and related facilities. *E*

Scrub and seal gymnasium floor; strip and wax floors; vacuum and shampoo carpets. *E*

Dust, wash, and polish furniture and woodwork. *E*

Perform a variety of grounds preparation activities for sporting events; water, drag and rake track and baseball field; line and chalk fields as assigned. *E*

Empty and clean waste receptacles, including trash barrels. *E*

Clean drinking fountains, shower stalls and urinals. *E*

Wash windows and wall, polish metal work and clean chalkboards. *E*

Receive, clean, repair and store clothing for subsequent use; sort and process towels and clothing for cleaning. *E*

Pick up paper and other debris from school grounds, walk areas, and the areas adjacent to the school facilities; sweep concrete surfaces adjacent to the school buildings. *E*

Perform emergency cleanup service resulting from breakage, vandalism, spilling, and illness. *E*

Lock and unlock gates and doors. **E**

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: **graduation from high school and two years permanent custodial experience with** sufficient training and experience to demonstrate the knowledge and abilities listed below.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Basic cleaning methods, procedures, and techniques.

Cleaning materials, supplies, and equipment.

Safe working methods and procedures.

ABILITY TO:

Efficiently and effectively use cleaning materials, supplies, and equipment.

Understand and carry out oral and written directions.

Establish and maintain cooperative working relationships.

Perform simple and repetitive tasks.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment; regular exposure to fumes, dust and odors.

PHYSICAL ABILITIES:

Lifting, carrying, pushing, pulling and moving heavy furniture and equipment; climb stairs and ramps; walking or standing for extended periods of time; dexterity of hand and fingers to operate equipment; bending at the waist; reaching overhead and horizontally.

HAZARDS:

Contact with cleaning agents and chemicals.

~~PECUS.PD.BMH.05/15/96~~

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Lead Custodian	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Assigned Site/Location	CLASSIFICATION:	Classified
FLSA:	Non-Exempt	WORK YEAR:	261 Days
BOARD APPROVAL:		SALARY:	N-30/Operations Salary Schedule

BASIC FUNCTION:

Under general direction of an assigned supervisor, clean and maintain an assigned school facility, group of buildings, or office spaces in a sanitary, orderly, and reasonable, timely manner to provide a safe and high-quality learning environment for students and staff; coordinate and provide clear work direction to assigned crew or site-based custodial staff.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below (E). This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Instruct and provide clear work direction to assigned crew or site-based custodial staff; demonstrate appropriate methods of preparation, cleaning and maintaining floors, furniture and related areas. *E*

Clean and maintain an assigned school facility, group of buildings, or office spaces in a clean, orderly, secure, and timely manner typically during evening hours. *E*

Coordinate work to assigned staff; ensure appropriate shift coverage and request substitutes as necessary in a reasonable, timely manner to meet the needs of the sites and departments. *E*

Drive a vehicle to conduct work as needed. *E*

Interior floor care such as: sweep, mop, strip, wax, scrub and seal floors. *E*

Carpet care such as: vacuuming, shampooing, surfacing and deep cleaning. *E*

Dust, wash and disinfect furniture and woodwork. *E*

Empty and clean waste receptacles, including trash barrels and replace liners as needed. *E*

Clean and disinfect the restrooms, locker rooms, and showers, kitchen, cafeteria areas and classrooms. *E*

Wash windows and walls, polish metal work, clean chalkboards and/or dry erase boards; clean window coverings, such as drapes and blinds. *E*

Move and arrange furniture and equipment as directed by supervisor or designee. *E*

Prepare, set up, and takedown furniture, equipment, and materials for special events and meetings to provide students access to various learning activities. *E*

Pick up paper and other debris from school grounds, walkways and **ground** gutters; use blowers to clean and pick up leaves and debris around campus; clean graffiti as needed around campus and around perimeter of school; sweep or blow concrete surfaces adjacent to the school site; power wash site. *E*

Lock and unlock gates and doors, secure site upon leaving and set security systems in a reasonable, timely manner for the safety of students, staff and the District's buildings and inventories. *E*

Perform basic maintenance work as assigned related to custodial supplies, such as, soap/towel dispensers, pencil sharpeners, adjustment of furniture and replacing of light bulbs, tubes and lamps; clean, inspect, and service vehicles if necessary. *E*

Maintain custodial equipment in a sanitary manner; perform routine clean up of biological hazards as needed. *E*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: graduation from high school and ~~one~~ **two** years **permanent** custodial experience with sufficient training and experience to demonstrate the knowledge and abilities listed below.

LICENCES AND OTHER REQUIREMENTS:

Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Current basic cleaning and disinfecting methods, procedures and techniques including basic methods of cleaning and preserving floors, carpets, furniture, walls and fixtures.

Cleaning materials, supplies, and equipment.

Safe working methods and sanitation procedures.

Proper lifting techniques.

Interpersonal skills using tact, patience, and courtesy.

District goals.

ABILITY TO:

Instruct, coordinate and provide clear work direction to assigned crew or site-based custodial staff.

Learn District organization, operations, policies and objectives.

Efficiently and effectively use cleaning materials, supplies, and equipment.

Observe legal and defensive driving practices as needed.

Read and write at a level appropriate to the duties of the position and follow both oral and written directions effectively in English.

Maintain cooperative working relationships and communicate with a diverse range of people using patience and courtesy.

Operate a variety of custodial equipment such as pressure washer, blowers, vacuums, mops, small hand and power tools, buffer/scrubber machines and other equipment.

Observe and report safety hazards and need for maintenance and repair.

Perform strenuous physical work.

Learn basic computer skills.

Perform repetitive tasks and minor non-technical repairs related to current duties.

Actively participate in meeting District goals.

Apply integrity and trustworthiness in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment; exposure to dust, bloodborne pathogens, variances in temperature and equipment with moving parts; contact with cleaning agents and chemicals; driving a vehicle to conduct work.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, lifting, carrying, pushing, pulling and moving heavy furniture and equipment; climb stairs, ladders and ramps; walking or standing for extended periods of time; dexterity of to operate equipment; bending at the waist; reaching overhead and horizontally.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions**APPROVALS:**

~~Kim Mecum, Associate Superintendent~~ _____ ~~Date~~
~~Division of Human Resources~~

~~Michael E. Hanson~~ _____ ~~Date~~
~~Superintendent~~

~~LeadCustodian.MEY 7/29/09~~

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Plant Coordinator I	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Assigned School Site	CLASSIFICATION:	Classified
FLSA:	Non-Exempt	WORK YEAR:	261 Days
BOARD APPROVAL:		SALARY:	N-31/Operations Salary Schedule

~~(Former Classification: Head Custodian I)~~

BASIC FUNCTION:

Under general direction of an assigned supervisor, plan, organize, lead, and participate in the on-site custodial and routine maintenance functions and activities of an assigned elementary school site to provide a safe, sanitary and high-quality learning environment for students and staff.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below (E). This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Plan, organize, lead, and participate in the custodial and limited maintenance activities performed by the school custodial staff during an assigned shift; adjust work schedules to provide reasonable, timely delivery of services. *E*

Confer with the Principal or designee regarding maintenance needs of school buildings and facilities to serve the needs of students and staff. *E*

Provide clear work direction and guidance to custodial staff; assist in instructing custodial personnel and provide feedback for performance evaluation. *E*

Inspect buildings, playgrounds, and grounds for damage, needed repairs, security and safety hazards and prepare work orders; remove graffiti from walls, doors and windows to provide a safe, sanitary, and orderly learning and working environment. *E*

Estimate and order needed materials, supplies and equipment to meet the needs of students and staff; maintain operational inventory and manage supply budget. *E*

Coordinate, direct and participate in the set up and take down of rooms, furniture and equipment arrangements for special events. *E*

Coordinate, direct and participate in the major cleaning of the school or site. *E*

Interior floor care such as: sweep, mop, strip, wax, scrub and seal floors. *E*

Carpet care such as: vacuuming, shampooing, surfacing and deep cleaning. *E*

Dust, wash, and disinfect furniture and woodwork. *E*

Empty and clean waste receptacles, including trash barrels and replace liners as needed; coordinate, direct and participate in recycling activities. *E*

Clean and disinfect the restrooms, locker rooms, and showers, gym, kitchen, and classrooms; assist in the clean-up of the cafeteria during lunch time. *E*

Operate wheelchair lift and maintain logbook in accordance to State and District guidelines. *E*

Lock and unlock gates and doors, secure site upon leaving and set security systems in a reasonable, timely manner for the safety of students, staff and the District's buildings and inventory; raise and lower flags. *E*

Pick up paper and other debris from school grounds, walk areas, and ground gutters; use blowers to clean and pick up leaves and debris around campus; clean graffiti as needed around campus and around perimeter of school; sweep or blow concrete and asphalt surfaces adjacent to the school site; power wash site. *E*

Perform in a reasonable, timely manner emergency cleanup services including but not limited to fire, flood, vandalism, spilling, and illness. *E*

Maintain custodial equipment in a sanitary manner; perform routine clean up of biological hazards as needed. *E*

Perform basic yard work to pull weeds in flower beds and rake and blow leaves as needed. *E*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: graduation from high school with ~~two~~ three years permanent custodial experience in a school or related environment and sufficient training and experience to demonstrate the knowledge and abilities listed below.

LICENCES AND OTHER REQUIREMENTS:

Successful completion of the Janitorial Supervisory program conducted by Fresno Adult Education preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Current cleaning methods, materials and equipment used in custodial, grounds keeping and basic maintenance work. Recycling methods.

Requirements of maintaining school buildings in a safe, clean and orderly condition.
Basic principles providing clear work direction and guidance to others.
Basic operating principles of heating and air conditioning equipment.
Safe practices related to cleaning methods and procedures.
Basic record-keeping and inventory control techniques.
Proper lifting techniques.
Interpersonal skills using tact, patience, and courtesy.
District goals.

ABILITY TO:

Learn basic computer skills.
Demonstrate leadership, good judgment and common sense.
Make basic calculations quickly and accurately.
Plan, coordinate and estimate time and materials related to the overall custodial activities and functions.
Relate well with the students.
Learn District organization, operations, policies and procedures.
Efficiently and effectively use cleaning materials, supplies, and equipment.
Operate a variety of custodial equipment such as pressure washer, blowers, vacuums, mops, small hand and power tools, buffer/scrubber machines and other equipment.
Observe and report safety hazards and need for maintenance and repair.
Operate wheelchair lift.
Read and write at a level appropriate to the duties of the position and follow both oral and written directions effectively in English.
Maintain cooperative working relationships and communicate with a diverse range of people using patience and courtesy.
Actively participate in meeting District goals.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment; exposure to dust, bloodborne pathogens, variances in temperature and equipment with moving parts; contact with cleaning agents and chemicals.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, lifting, carrying, pushing, pulling and moving heavy furniture and equipment; climb stairs, ladders and ramps; walking or standing for extended periods of time; dexterity of to operate equipment; bending at the waist; reaching overhead and horizontally.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

APPROVALS:

_____	_____
Kim Meeum, Associate Superintendent	Date
Division of Human Resources	

_____	_____
Michael E. Hanson	Date
Superintendent	

PlantCoordl.MEY 7/29/09

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Plant Coordinator II	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Assigned School Site	CLASSIFICATION:	Classified
FLSA:	Non-Exempt	WORK YEAR:	261 Days
BOARD APPROVAL:		SALARY:	N-33/Operations Salary Schedule
(Former Classification: Head Custodian II)			

BASIC FUNCTION:

Under general direction of an assigned supervisor, plan, organize, lead, and participate in the ~~daytime~~ on-site custodial and routine maintenance functions and activities of an assigned middle school site to provide a safe, sanitary and high-quality learning environment for students and staff.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below (E). This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Plan, organize, lead, and participate in the custodial and limited maintenance activities performed by the school custodial staff during an assigned shift; adjust work schedules to provide reasonable, timely delivery of services. *E*

Confer with the Principal or designee regarding maintenance needs of school buildings and facilities to serve the needs of students and staff. *E*

Provide clear work direction and guidance to custodial staff; assist in instructing custodial personnel and provide feedback for performance evaluation. *E*

Inspect buildings, playgrounds, and grounds for damage, needed repairs, security and safety hazards and prepare work orders; remove graffiti from walls, doors and windows to provide a safe, sanitary, and orderly learning and working environment. *E*

Estimate and order needed materials, supplies and equipment to meet the needs of students and staff; maintain operational inventory and manage supply budget. *E*

Coordinate, direct and participate in the set up and take down of rooms, furniture and equipment arrangements for special events. *E*

Coordinate, direct and participate in the major cleaning of the school or site. *E*

Interior floor care such as: sweep, mop, strip, wax, scrub and seal floors. *E*

Carpet care such as: vacuuming, shampooing, surfacing and deep cleaning. *E*

Dust, wash, and disinfect furniture and woodwork. *E*

Empty and clean waste receptacles, including trash barrels and replace liners as needed; coordinate, direct and participate in recycling activities. **E**

Clean and disinfect the restrooms, locker rooms, and showers, gym, kitchen, and classrooms; assist in the clean up of the cafeteria during lunch time. **E**

Operate wheelchair lift and maintain logbook in accordance to State and District guidelines. **E**

Lock and unlock gates and doors, secure site upon leaving and set security systems in a reasonable, timely manner for the safety of students, staff and the District's buildings and inventory; raise and lower flags. **E**

Pick up paper and other debris from school grounds, walk areas, and **ground** gutters; use blowers to clean and pick up leaves and debris around campus; clean graffiti as needed around campus and around perimeter of school; sweep or blow concrete and asphalt surfaces adjacent to the school site; power wash site. **E**

Perform in a reasonable, timely manner emergency cleanup services including but not limited to fire, flood, vandalism, spilling, and illness. **E**

Maintain custodial equipment in a sanitary manner; perform routine clean up of biological hazards as needed. **E**

Perform basic yard work to pull weeds in flower beds and rake and blow leaves as needed. **E**

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: graduation from high school with **two three** years **permanent** custodial experience **and two years experience as a Plant Coordinator I** in a school or related environment and sufficient training and experience to demonstrate the knowledge and abilities listed below.

LICENCES AND OTHER REQUIREMENTS:

Successful completion of the Janitorial Supervisory program conducted by Fresno Adult Education preferred.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Current cleaning methods, materials and equipment used in custodial, grounds keeping and basic maintenance work.

Recycling methods.

Requirements of maintaining school buildings in a safe, clean and orderly condition.

Basic principles providing clear work direction and guidance to others.
Basic operating principles of heating and air conditioning equipment.
Safe practices related to cleaning methods and procedures.
Basic record-keeping and inventory control techniques.
Proper lifting techniques.
Interpersonal skills using tact, patience, and courtesy.
District goals.

ABILITY TO:

Learn basic computer skills.
Demonstrate leadership, good judgment and common sense.
Make basic calculations quickly and accurately.
Plan, coordinate and estimate time and materials related to the overall custodial activities and functions.
Relate well with the students.
Learn District organization, operations, policies and procedures.
Efficiently and effectively use cleaning materials, supplies, and equipment.
Operate a variety of custodial equipment such as pressure washer, blowers, vacuums, mops, small hand and power tools, buffer/scrubber machines and other equipment.
Observe and report safety hazards and need for maintenance and repair.
Operate wheelchair lift.
Read and write at a level appropriate to the duties of the position and follow both oral and written directions effectively in English.
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Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment; exposure to dust, bloodborne pathogens, variances in temperature and equipment with moving parts; contact with cleaning agents and chemicals.

PHYSICAL ABILITIES:

With reasonable accommodations, if necessary, lifting, carrying, pushing, pulling and moving heavy furniture and equipment; climb stairs, ladders and ramps; walking or standing for extended periods of time; dexterity of to operate equipment; bending at the waist; reaching overhead and horizontally.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

APPROVALS:

_____	_____
Kim Mecum, Associate Superintendent	Date
Division of Human Resources	

_____	_____
Michael E. Hanson	Date
Superintendent	

PlantCoordII.MEY 7/29/09

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-21

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Deny

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Deny Claim GL21-1127-6281

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by Julio Estrada and Laura Delgado, case GL21-1127-6281. The Superintendent recommends the Claim be denied and the matter referred to the district's Executive Director of Benefits and Risk Management for further handling.

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

PREPARED BY: Andrew De La Torre
Executive Director



DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



McCrary Law Firm, PC
5701 Lonetree Blvd., Ste. 115
Rocklin, CA 95765
(916) 778-7030
Norcalattorney.com



Dan McCrary-Principal Attorney
dan@norcalattorney.com
Jeffrey Fletterick-Senior Attorney
jeff@norcalattorney.com

April 14, 2022

Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Sent via Certified United States Mail

RECEIVED
APR 18 2022

BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

Re: Our Clients: Julio Estrada and Laura Delgado
Date of Incident: November 27, 2021

Dear Sir or Madam:

Please be aware that I have been retained to represent the interests of Julio Estrada and Laura Delgado in their claim for injuries sustained in an automobile accident caused by your employee, Jesse Zapien on November 27, 2021. Please consider this to be a government tort claim pursuant to California Government Code, Govt. Code §§ 810 et seq. Kindly, direct all correspondence concerning this matter to my attention.

Please also consider this to be an evidence preservation request. Specifically, we request that you retain any surveillance footage you may have of the accident scene from the date of November 25, 2021, through November 30, 2021.

On November 27, 2021, Mr. Estrada and Ms. Delgado were in their vehicle, stopped behind another vehicle in the #1 lane of eastbound Belmont when your employee, Jesse Zapien, failed to stop and rear-ended Mr. Estrada's vehicle. Officer Katherine Gregory quoted Mr. Zapien in the Traffic Collision Report, stating "He got distracted by some of the signs in the area and looked away from the road for a moment. When he looked back up he saw that there were two vehicles stopped in front of him. He did not want to swerve into the next lane and risk running someone off the road or hitting them so he hit his brakes but was unable to stop in time". Attached is a copy of the Traffic Collision Report No. 21064995 for your convenience.

Ms. Delgado was taken by ambulance to the hospital and continues to treat for her injuries. Mr. Estrada continues to treat for injuries sustained in this accident.

RECEIVED
APR 18 2022

BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

April 14, 2022

Page 2

The amount claimed exceeds \$25,000. Please contact me at your earliest convenience to discuss. I look forward to working with you to resolve this matter in advance of litigation.

Sincerely,

McCrary Law Firm, PC

A handwritten signature in cursive script, appearing to read "Dan McCrary", with a long, sweeping horizontal stroke extending to the right.


Dan McCrary, Esq.

DLM/dlc

Encl.

SPECIAL CONDITIONS		NUMBER INJURED 1	HIT & RUN FELONY <input type="checkbox"/>	CITY Fresno	Name DAN MCCRARY Agency MCCRARY LAW FIRM and may not be revealed by any unauthorized person		JUDICIAL DISTRICT Fresno	LOCAL REPORT NUMBER 21064995		
		NUMBER KILLED 0	HIT & RUN MISD. <input checked="" type="checkbox"/>	COUNTY Fresno	By JANE HOSTETTER		BEAT F	DAY OF WEEK Saturday	TOWAWAY <input type="checkbox"/>	
LOCATION	COLLISION OCCURRED ON BELMONT AVE				MO. DAY YEAR 11/27/2021	TIME (2400) 1700	NCIC #	OFFICER I.D. P1814		
	MILEPOST INFORMATION FEET OF				GPS COORDINATES LATITUDE 36.749844 LONGITUDE -119.793849		PHOTOGRAPHS BY <input checked="" type="checkbox"/> NONE			
	<input type="checkbox"/> AT INTERSECTION WITH				STATE HWY REL <input type="checkbox"/>					
	<input checked="" type="checkbox"/> OR 120 FEET EAST OF GLENN AVE (E)									
PARTY 1	DRIVER'S LICENSE NUMBER B9563659		STATE CA	CLASS C	AIR BAG M	SAFETY EQUIP. G	VEH. YEAR 2008	MAKE / MODEL / COLOR FORD E-SERIES WHITE	LICENSE NUMBER 1305250	STATE CA
DRIVER	NAME (FIRST, MIDDLE, LAST) <input checked="" type="checkbox"/> JESSE ZAPIEN						OWNER'S NAME <input checked="" type="checkbox"/> SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS <input type="checkbox"/> 4036 E MONTECITO AVE						FRESNO UNIFIED SCHOOL DIST OWNER'S ADDRESS <input checked="" type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP <input type="checkbox"/> FRESNO / CA / 93702						4498 N BRAWLEY AVE FRESNO, CA 93722			
BICYCLIST	SEX <input type="checkbox"/> M	HAIR <input type="checkbox"/> BLK	EYES <input type="checkbox"/> BRN	HEIGHT <input type="checkbox"/> 510	WEIGHT <input type="checkbox"/> 217	BIRTH DATE <input type="checkbox"/> 07/11/1981	RACE <input type="checkbox"/> H	DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input checked="" type="checkbox"/> OTHER		
OTHER	HOME PHONE <input type="checkbox"/> (559) 458-5605		BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER: 1FTNE24LX8DB06631		PRIOR MECHANICAL DEFECTS: <input checked="" type="checkbox"/> NONE APPARENT <input type="checkbox"/> REFER TO NARRATIVE			
	INSURANCE CARRIER SELF		POLICY NUMBER		VEHICLE TYPE 22		DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK. <input type="checkbox"/> NONE <input checked="" type="checkbox"/> MINOR <input type="checkbox"/> MOD. <input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER		SHADE IN DAMAGE AREA 	
	DIR OF TRAVEL WEST	ON STREET OR HIGHWAY BELMONT AVE			SPEED LIMIT 40		CA DOT			
PARTY 2	DRIVER'S LICENSE NUMBER F8713344		STATE CA	CLASS C	AIR BAG M	SAFETY EQUIP. G	VEH. YEAR 2014	MAKE / MODEL / COLOR HONDA CIVIC BLACK	LICENSE NUMBER 8BEH244	STATE CA
DRIVER	NAME (FIRST, MIDDLE, LAST) <input checked="" type="checkbox"/> JULIO JOAQUIN ESTRADADELGADO						OWNER'S NAME <input checked="" type="checkbox"/> SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS <input type="checkbox"/> 2414 W CENTRAL AV						JULIO JOAQUIN ESTRADADELGADO OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP <input type="checkbox"/> FRESNO / CA / 93706						6351 N DELBERT AVE FRESNO, CA 93722			
BICYCLIST	SEX <input type="checkbox"/> M	HAIR <input type="checkbox"/> BLK	EYES <input type="checkbox"/> BRN	HEIGHT <input type="checkbox"/> 600	WEIGHT <input type="checkbox"/> 205	BIRTH DATE <input type="checkbox"/> 01/01/1996	RACE <input type="checkbox"/> H	DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input checked="" type="checkbox"/> OTHER		
OTHER	HOME PHONE <input type="checkbox"/> (559) 394-1423		BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER: 2HGFG3B59EH505457		PRIOR MECHANICAL DEFECTS: <input checked="" type="checkbox"/> NONE APPARENT <input type="checkbox"/> REFER TO NARRATIVE			
	INSURANCE CARRIER ALLSTATE		POLICY NUMBER 967075815		VEHICLE TYPE 01		DESCRIBE VEHICLE DAMAGE <input type="checkbox"/> UNK. <input type="checkbox"/> NONE <input checked="" type="checkbox"/> MINOR <input type="checkbox"/> MOD. <input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER		SHADE IN DAMAGE AREA 	
	DIR OF TRAVEL WEST	ON STREET OR HIGHWAY BELMONT AVE			SPEED LIMIT 40		CA DOT			
PARTY 3	DRIVER'S LICENSE NUMBER		STATE	CLASS	AIR BAG	SAFETY EQUIP.	VEH. YEAR	MAKE / MODEL / COLOR BMW BLACK	LICENSE NUMBER	STATE
DRIVER	NAME (FIRST, MIDDLE, LAST) <input checked="" type="checkbox"/> 20002(a)						OWNER'S NAME <input type="checkbox"/> SAME AS DRIVER			
PEDESTRIAN	STREET ADDRESS <input type="checkbox"/>						OWNER'S ADDRESS <input type="checkbox"/> SAME AS DRIVER			
PARKED VEHICLE	CITY / STATE / ZIP <input type="checkbox"/> / /						DISPOSITION OF VEHICLE ON ORDERS OF: <input type="checkbox"/> OFFICER <input type="checkbox"/> DRIVER <input checked="" type="checkbox"/> OTHER			
BICYCLIST	SEX <input type="checkbox"/> F	HAIR <input type="checkbox"/> BRN	EYES <input type="checkbox"/>	HEIGHT <input type="checkbox"/> 506	WEIGHT <input type="checkbox"/>	BIRTH DATE <input type="checkbox"/>	RACE <input type="checkbox"/> W	PRIOR MECHANICAL DEFECTS: <input checked="" type="checkbox"/> NONE APPARENT <input type="checkbox"/> REFER TO NARRATIVE		
OTHER	HOME PHONE <input type="checkbox"/> () -		BUSINESS PHONE		VEHICLE IDENTIFICATION NUMBER:		VEHICLE TYPE 01			
	INSURANCE CARRIER		POLICY NUMBER		DESCRIBE VEHICLE DAMAGE <input checked="" type="checkbox"/> UNK. <input type="checkbox"/> NONE <input type="checkbox"/> MINOR <input type="checkbox"/> MOD. <input type="checkbox"/> MAJOR <input type="checkbox"/> ROLL-OVER		SHADE IN DAMAGE AREA 			
	DIR OF TRAVEL WEST	ON STREET OR HIGHWAY BELMONT AVE			SPEED LIMIT 40		CA DOT			
PREPARER'S NAME GREGORY, KATHERINE P1814			DISPATCH NOTIFIED <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			REVIEWER'S NAME FREER, BRIAN S249			DATE REVIEWED 12/30/2021	

DATE OF COLLISION (MO. DAY YEAR) 11/27/2021		TIME (2400) 1700	NCIC # 1005	OFFICER I.D. P1814	NUMBER 21064995
OWNER'S NAME		OWNER'S ADDRESS			NOTIFIED <input type="checkbox"/> YES <input type="checkbox"/> NO
PROPERTY DAMAGE	DESCRIPTION OF DAMAGE				

SEATING POSITION  1 - DRIVER 2 TO 6 - PASSENGERS 7 - STATION WAGON REAR 8 - REAR OCC. TRK OR V 9 - POSITION UNKNOWN 0 - OTHER	SAFETY EQUIPMENT OCCUPANTS A - NONE IN VEHICLE B - UNKNOWN C - LAP BELT USED D - LAP BELT NOT USED E - SHOULDER HARNESS USED F - SHOULDER HARNESS NOT USE G - LAP/SHOULDER HARNESS USE H - LAP/SHOULDER HARNESS NOT USE J - PASSIVE RESTRAINT USED K - PASSIVE RESTRAINT NOY USE P - NOT REQUIRED CHILD RESTRAINT Q - IN VEHICLE USED R - IN VEHICLE NOT USED S - IN VEHICLE USE UNKNOWN T - IN VEHICLE IMPROPER US U - NONE IN VEHICLE M/C BICYCLE HELMET DRIVER PASSENGER V - NO X - NO W - YES Y - YES	AIR BAG B - UNKNOWN L - AIR BAG DEPLOYED M - AIR BAG NOT DEPLOYED N - OTHER P - NOT REQUIRED EJECTED FROM VEHICLE 0 - NOT EJECTED 1 - FULLY EJECTED 2 - PARTIALLY EJECTED 3 - UNKNOWN	INATTENTION CODES A - CELLPHONE HANDHELD B - CELLPHONE HANDSFREE C - ELECTRONIC EQUIPMENT D - RADIO / CD E - SMOKING F - EATING G - CHILDREN H - ANIMALS I - PERSONAL HYGIENE J - READING K - OTHER
--	---	---	---

ITEMS MARKED BELOW FOLLOWED BY AN ASTERISK (*) SHOULD BE EXPLAINED IN THE NARRATIVE															
PRIMARY COLLISION FACTOR LIST NUMBER (#) OF PARTY AT FAULT		TRAFFIC CONTROL DEVICES			1	2	3	SPECIAL INFORMATION			1	2	3	MOVEMENT PRECEDING COLLISION	
VC SECTION VIOLATED		A CONTROLS FUNCTIONING						A HAZARDOUS MATERIAL						A STOPPED	
1 B OTHER IMPROPER DRIVING*		B CONTROLS NOT FUNCTIONING*						B CELL PHONE HANDHELD IN USE						B PROCEEDING STRAIGHT	
C OTHER THAN DRIVER*		C CONTROLS OBSCURED						C CELL PHONE HANDSFREE IN USE						C RAN OFF ROAD	
D UNKNOWN*		D NO CONTROLS PRESENT/FACTOR*			X	X	X	D CELL PHONE NOT IN USE						D MAKING RIGHT TURN	
		TYPE OF COLLISION						E SCHOOL BUS RELATED						E MAKING LEFT TURN	
		A HEAD - ON						F 75 FT MOTORTRUCK COMBO						F MAKING U TURN	
		B SIDESWIPE						G 32 FT TRAILER COMBO						G BACKING	
		X C REAR END												H SLOWING / STOPPING	
WEATHER (MARK 1 TO 2 ITEMS)		D BROADSIDE												I PASSING OTHER VEHICLE	
X A CLEAR		E HIT OBJECT												J CHANGING LANES	
B CLOUDY		F OVERTURNED												K PARKING MANUEVER	
C RAINING		G VEHICLE PEDESTRIAN												L ENTERING TRAFFIC	
D SNOWING		H OTHER*												M OTHER UNSAFE TURNING	
E FOG / VISIBILITY .FT														N XING INTO OPPOSING LANE	
F OTHER*														O PARKED	
G WIND														P MERGING	
LIGHTING		MOTOR VEHICLE INVOLVED WITH												Q TRAVELING WRONG WAY	
A DAYLIGHT		A NON - COLLISION												R OTHER*	
X B DUSK - DAWN		B PEDESTRIAN													
C DARK - STREET LIGHTS		X C OTHER MOTOR VEHICLE													
D DARK - NO STREET LIGHTS		D MOTOR VEHICLE ON OTHER ROADWAY													
E DARK - STREET LIGHTS NOT FUNCTIONING*		E PARKED MOTOR VEHICLE													
		F TRAIN													
		G BICYCLE													
		H ANIMAL:													
ROADWAY SURFACE		I FIXED OBJECT:													
X A DRY		J OTHER OBJECT:													
B WET															
C SNOWY - ICY															
D SLIPPERY (MUDDY, OILY, ETC.)															
ROADWAY CONDITIONS (MARK 1 TO 2 ITEMS)		PEDESTRIAN'S ACTIONS													
A HOLES, DEEP RUTS		X A NO PEDESTRIANS INVOLVED													
B LOOSE MATERIAL ON ROADWAY*		B CROSSING IN CROSSWALK AT INTERSECTION													
C OBSTRUCTION ON ROADWAY*		C CROSSING IN CROSSWALK - NOT AT INTERSECTION													
D CONSTRUCTION-REPAIR ZONE		D CROSSING - NOT IN CROSSWALK													
E REDUCED ROADWAY WIDTH		E IN ROAD - INCLUDES SHOULDER													
F FLOODED*		F NOT IN ROAD													
G OTHER*		G APPROACHING / LEAVING SCHOOL BUS													
X H NO UNUSUAL CONDITIONS															

Miscellaneous inattention to roadway	
<input type="checkbox"/> "See Attached Sketch"	
<input type="checkbox"/> "See Attached factual diagram"	

INJURED / WITNESS / PASSENGER

CHP 555 Page 3 (Rev. 4-11) OPI 060

DATE OF COLLISION (MO. DAY YEAR)				TIME (2400)		NCIC #		OFFICER I.D.				NUMBER								
11/27/2021				1700		1005		P1814				21064995								
WITNESS ONLY	PASSENGER ONLY	AGE	SEX	EXTENT OF INJURY ("X" ONE)				INJURED WAS ("X" ONE)					PARTY NUMBER	SEAT POS.	AIR BAG	SAFETY EQUIP	EJECTED			
				FATAL INJURY	SEVERE INJURY	OTHER VISIBLE INJURY	COMPLAINT OF PAIN	DRIVER	PASS	PED.	BICYCLIST	OTHER								
<input type="checkbox"/>	<input type="checkbox"/>	45	F	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	3	M	G	0			
NAME / D.O.B. / ADDRESS																	Telephone			
LAURA SOFIA DELGADOPRIETO / 02/28/1976 / 2414 W CENTRAL AV FRESNO CA 93706 USA																	(559) 394-1423			
(INJURED ONLY) TRANSPORTED BY																	EMS RUN NUMBER	TAKEN TO		
American Ambulance																	412	St. Agnes		
DESCRIBE INJURIES																				
complaint of chest pain, anxiety																				
<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
NAME / D.O.B. / ADDRESS																	Telephone			
/ /																				
(INJURED ONLY) TRANSPORTED BY																	EMS RUN NUMBER	TAKEN TO		
DESCRIBE INJURIES																				
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NAME / D.O.B. / ADDRESS																	Telephone			
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(INJURED ONLY) TRANSPORTED BY																	EMS RUN NUMBER	TAKEN TO		
DESCRIBE INJURIES																				
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NAME / D.O.B. / ADDRESS																	Telephone			
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(INJURED ONLY) TRANSPORTED BY																	EMS RUN NUMBER	TAKEN TO		
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NAME / D.O.B. / ADDRESS																	Telephone			
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(INJURED ONLY) TRANSPORTED BY																	EMS RUN NUMBER	TAKEN TO		
DESCRIBE INJURIES																				
PREPARED BY																	ID NUMBER	MO DAY YEAR	REVIEWERS NAME	MO DAY YEAR
GREGORY, KATHERINE P1814																	P1814	11/27/2021	FREER, BRIAN S249	12/30/2021

SKETCH

CHP 555 Page 4 (Rev. 4-11) OPI 060

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
11/27/2021	1700	1005	P1814	21064995

ALL MEASUREMENTS ARE APPROXIMATE AND NOT TO SCALE UNLESS STATED



PREPARED BY	ID NUMBER	MO DAY YEAR	REVIEWERS NAME	MO DAY YEAR
GREGORY, KATHERINE P1814	P1814	11/27/2021	FREER, BRIAN S249	12/30/2021

DATE OF COLLISION (MO. DAY, YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
11/27/2021	1700	1005	P1814	21064995

Notification:

On 11/27/21 at approx. 1705 hrs. officers responded to the area of Belmont/Glenn for a 3 vehicle traffic collision. All times, speeds, and measurements are approximate and measurements were obtained through pacing.

Statements:

Party-1 (Zapien) stated that he was driving V-1 (Ford) westbound in the #1 lane of E Belmont Ave at approx. 35 mph. He got distracted by some of the signs in the area and looked away from the road for a moment. When he looked back up he saw that there were two vehicles stopped in front of him. He did not want to swerve into the next lane and risk running someone off the road or hitting them so he hit his brakes but was unable to stop in time. He struck the rear of V-2, which propelled V-2 forward so that it struck the rear of V-3. The driver of V-3 (BMW) identified herself to Zapien as Emily Speer (or Spear) and provided her phone number. She took a picture of his CDL but did not provide any more of her information. While they were speaking they heard sirens and Speer drove away. Zapien stated that he could identify her if he saw her again.

Party-2 (Estrada-Delgado) stated that he was driving V-2 westbound in the #1 lane of E Belmont Ave and was stopped behind another vehicle when he was struck from behind.

INJ-Delgado-Prieto was already being transported by EMS when I arrived and I did not obtain a statement from her.

Party-3 (Speer) left prior to officers' arrival and without providing the rest of her information. Based on the name and description given by Zapien, I located a possible matching subject with a DOB 6/29/92.

Summary:

On 11/27/21 at approx. 1700 hrs. V-3 and V-2 were stopped in the #1 lane of E/bound Belmont east of Glenn, possibly because V-3 was waiting to make a left turn. V-1 was unable to stop in time and struck the rear of V-2, which then struck the rear of V-3. The front passenger in V-2 complained of chest pain and was transported to the hospital by American Ambulance. The driver of V-3, Speer, began to provide her personal information to Party-1 but drove away when sirens approached.

Area of Impact:

The AOI was determined by physical evidence (debris, location of vehicles) and statements.

AOI #1 (V-1 vs. V-2): The AOI was 33' S/of the north curb line of E Belmont Ave and 120' E/of the east curb prolongation of N Glenn Ave.

AOI #2 (V-2 vs. V-3): The AOI was 33' S/of the north curb line of E Belmont Ave and 110' E/of the east curb prolongation of N Glenn Ave.

Cause:

PREPARED BY	ID NUMBER	MO DAY YEAR	REVIEWERS NAME	MO DAY YEAR
GREGORY, KATHERINE P1814	P1814	11/27/2021	FREER, BRIAN S249	12/30/2021

DATE OF COLLISION (MO. DAY YEAR)	TIME (2400)	NCIC #	OFFICER I.D.	NUMBER
11/27/2021	1700	1005	P1814	21064995

49

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52

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54

Party-1 (Zapien) was found to be the cause of the collision due to improper driving caused by a lack of attention to the roadway.

Party-3 (Speer) also violated VC 20002(a), hit and run. She was not the cause of the collision, so despite the injury to the passenger this did not constitute a felony.

PREPARED BY	ID NUMBER	MO DAY YEAR	REVIEWERS NAME	MO DAY YEAR
GREGORY, KATHERINE P1814	P1814	11/27/2021	FREER, BRIAN S249	12/30/2021

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM A-22

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 20-19, Fresno High School Career Technical Education (CTE) Building Construction

Change Order 10 includes but may not be limited to: electrical trench and patch; low voltage conduit connection; change equipment voltage; relocate irrigation wiring; revise concrete door landing; credit to district for interim utility and concrete work not performed; and add 114 days to contract duration.

Original Contract Amount:	\$ 7,814,000
Change Order(s) previously ratified:	\$ 568,011
Change Order 10 presented for ratification:	\$ 41,968
New Contract Amount:	\$ 8,423,979

Bid 20-49, Juan Felipe Herrera New Elementary School

Change Order 8 includes but may not be limited to: playground tile material cost increase; electrical disconnects at kitchen equipment; change MPR PA speakers; add telephones; add crosswalk at Church Ave.; change pegboard to metal panels; add windowsills; and add 75 days to contract duration.

Original Contract Amount:	\$ 37,621,226
Change Order(s) previously ratified:	\$ 1,741,416
Change Order 8 presented for ratification:	\$ 88,705
New Contract Amount:	\$ 39,451,347

Bid 21-11, Edison High School Gymnasium Addition,

Change Order 9 includes but may not be limited to: add plywood wall substrate at lobby; modify lobby doors; modify snack bar layout; add contractor mark-up; and add roof ladder

Original Contract Amount:	\$ 9,963,000
Change Order(s) previously ratified:	\$ 480,776
Change Order 9 presented for ratification:	\$ 54,013
New Contract Amount:	\$ 10,497,789

Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements, Buildings C and D
South Campus Site, Change Order 4 and 5 includes but may not be limited to: relocate gas and water piping; remove concrete duct bank; and add 48 days to contract duration.
Tenant Improvements, Change Order 4 and 5 includes but may not be limited to: delete one office door; add walls and soffits; add tile at lobby; extend cabinetry; modify stair rails; patch plaster; relocate electrical panel; repair truss and flooring; and add 48 days to contract.

Total Contract Amount:	\$ 5,545,109
Original Contract Amount (South Campus Site):	\$ 2,500,151
Change Order(s) previously ratified:	\$ -911,019
Change Order 4 presented for ratification:	\$ 6,270
Change Order 5 presented for ratification:	\$ 114,640
New Contract Amount:	\$ 1,710,042
Original Contract Amount (Tenant Improvements):	\$ 3,044,958
Change Order(s) previously ratified:	\$ 1,172,043
Change Order 4 presented for ratification:	\$ 45,290
Change Order 5 presented for ratification:	\$ 49,918
New Contract Amount:	\$ 4,313,009

Bid 22-14, Ahwahnee Middle School Locker Room Heating Replacement
Change Order 1 includes but may not be limited to: Eliminate exhaust fans and add sheet metal caps; paint exposed steel supports; and add 60 days to contract duration.

Original Contract Amount:	\$ 275,500
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 1,452
New Contract Amount:	\$ 276,952

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: \$346,791 is available in the Measure X Fund for Bids 20-19, 20-49 and 21-34, \$54,013 is available in the School Facilities Fund for Bid 21-11, and \$1,452 is available in the Measure M Fund for Bid 22-14.

PREPARED BY: Ann Loorz,
Executive Director, Purchasing

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:





CHANGE ORDER

PROJECT NAME:

Fresno High School CTE
1839 N. Echo Avenue
Fresno, CA 93704

CHANGE ORDER No. :

010

DSA File No. :

10-H8

Application No. :

02-117712

CONTRACTOR :

Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. :

17-74

FUSD BID/CONTRACT No. :

20-19

CONTRACTOR P.O. No. :

607376

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 7,814,000.00
Net change by previously authorized Change Orders	\$ 568,010.77
The Contract Sum prior to this Change Order was	\$ 8,382,010.77
The Contract Sum will be adjusted by	\$ 41,967.88
The new Contract Sum, including this Change Order will be	\$ 8,423,978.65
The Contract Completion date prior to this Change Order was	12/18/2021
The Contract Time will be adjusted by	114 calendar days
The new Contract Completion date, including this Change Order is therefore	4/11/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

SIM-PBK.
7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

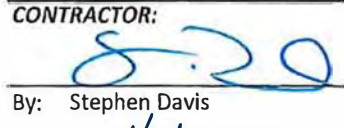
By:  Raleigh Sullivan

Date: 4/8/2022

Accepted by:

Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

CONTRACTOR:

By:  Stephen Davis

Date: 4/8/2022

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By:  Alex Belanger

Date: 4/12/2022

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 10-1

DESCRIPTION OF CHANGE:

Provide labor and materials for demolition, backfill, and clean-up of underground concrete pathway from CTE building to Royce Hall for electrical conduit trench.

REASON FOR CHANGE:

Project documents did not incorporate low voltage fire alarm, intrusion, phone, data, and public address point of onccetions to existing systems head end in Royce Hall.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Bulletin #25

Amount of this Change Order Item:

Increase \$ 44,821.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 10-2

DESCRIPTION OF CHANGE:

Provide labor and materials to install metal drain sump support frame to CTE building.

REASON FOR CHANGE:

Structural sump framing design details required for proper installation were not included in Contract Documents.

CHANGE CATEGORY:

Designer E&O.

DOCUMENT REFERENCE:

RFI #121

Amount of this Change Order Item:

Increase \$ 550.00

Time adjustment by this Change Order Item:

Increase 0

Item 10-3

DESCRIPTION OF CHANGE:

Install and connect four 4" low voltage conduits at interior of CTE building and Royce Hall electrical room.

REASON FOR CHANGE:

Interior conduit work at CTE building and at Royce Hall for low voltage systems point of connection not shown in contract documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Bulletin #25

Amount of this Change Order Item:

Increase \$ 3,961.19

Time adjustment by this Change Order Item:

Increase 0

CHANGE ORDER

Item 10-4

DESCRIPTION OF CHANGE:

Credit for trench excavation and backfill for temporary facilities to Interim maintenance storage shed.

REASON FOR CHANGE:

Interim maintenance facility called out in project documents not utilized. An existing space on site was utilized for interim in lieu of the temporary facility called out in the project documents.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Bulletin #25

Amount of this Change Order Item:

Increase \$ (5,441.08)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 10-5

DESCRIPTION OF CHANGE:

Credit to labor and materials for demolition, irrigation materials, asphalt patch, and deleted earthwork paving at Interim Storage Facility pathway.

REASON FOR CHANGE:

Existing maintenance shed adjacent to Royce Hall was available for interim use allowing a credit for temporary facilities.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ (11,962.20)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 10-6

DESCRIPTION OF CHANGE:

Credit for concrete sidewalk removal and patchback between planters for Fire Alarm conduit.

REASON FOR CHANGE:

Project documents showed Fire Alarm conduit from new CTE building going to Administration Building in lieu of Royce hall.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ (2,000.00)

Time adjustment by this Change Order Item:

Increase 0



CHANGE ORDER

Item 10-7

DESCRIPTION OF CHANGE:

Credit for glass at top of stairway rail at North stairwell 117.

REASON FOR CHANGE:

Project documents did not include structural steel details or drawings or wall framing for glass.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Bulletin #31

Amount of this Change Order Item:

Increase \$ (1,000.00)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 10-8

DESCRIPTION OF CHANGE:

Add and install 208/3v 3 phase unit to air compressor unit at Construction Shop 204

REASON FOR CHANGE:

The air compressor starter was changed from 240/480v to 120/208v to work with the existing electrical power.

CHANGE CATEGORY:

Designer E&O.

DOCUMENT REFERENCE:

RFI #230

Amount of this Change Order Item:

Increase \$ 2,782.84

Time adjustment by this Change Order Item:

Increase 0

Item 10-9

DESCRIPTION OF CHANGE:

Relocate irrigation bulk valve splice box to the inside of the maintenance enclosure.

REASON FOR CHANGE:

The project documents showed the irrigation bulk valve splice box outside of the maintenance enclosure. FUSD irrigation department requires the bulk valve splice box inside of the maintenance enclosure.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 3,671.94

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 10-10**DESCRIPTION OF CHANGE:**

Provide labor and materials to remove and replace existing concrete curb and gutter with new concrete at staircase landing at the South East entry to the site from campus.

REASON FOR CHANGE:

Project documents adding in new staircase did not reflect ADA required landing and curb requirements.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

BCF RFQ - Southeast Staircase

Amount of this Change Order Item:

Increase \$ 4,543.55

Time adjustment by this Change Order Item:

Increase 12 Days

Item 10-11**DESCRIPTION OF CHANGE:**

Add 102 (one hundred and two) calendar days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contractor or applicable law. No compensation is due to Contractor for additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate project close-out activities.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 102 Days



CHANGE ORDER

Item 10-12

DESCRIPTION OF CHANGE:

Provide plaster for thin brick veneer mock panel.

REASON FOR CHANGE:

DSA testing requirements for thin brick veneer required mobile mock up panel as the tests are done remotely at the testing lab.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Increase	\$	2,040.14
Increase		0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 41,967.88

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 114

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project Name: Fresno High New CTE Facilities

Date: 04/01/22

Contractor: Davis Moreno Construction

Architect: Sim PBK

Change Order: 010

DSA #: 02-117712

BID #: 10/H8

Contract Summary:

Bid Award Amount(s)		
Base Bid:	\$	7,814,000.00
Base Bid:	\$	-
Additive Alternate 1:	\$	-
Additive Alternate 2:	\$	-
Additive Alternate 3:	\$	-
Additive Alternate 4:	\$	-
Total Agreement Amount:	\$	7,814,000.00

Contract Adjustments:

Total Contract Amount												\$	7,814,000.00
Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	\$ 2,910.59		\$ -		\$ 14,496.75		\$ 13,949.68		\$ -		\$ 31,357.02		
CO #002	\$ 3,352.27		\$ -		\$ 882.75		\$ 33,907.88		\$ -		\$ 38,142.90		
CO #003	\$ 12,098.68		\$ -		\$ 8,564.26		\$ 18,141.00		\$ -		\$ 38,803.94		
CO #004	\$ 2,697.71		\$ -		\$ -		\$ 81,408.04		\$ -		\$ 84,105.75		
CO #005	\$ 4,407.02		\$ -		\$ -		\$ 62,979.58		\$ -		\$ 67,386.60		
CO #006	\$ 29,879.32		\$ -		\$ 11,139.17		\$ 91,722.49		\$ -		\$ 132,740.98		
CO #007	\$ 9,702.32		\$ 1,483.45		\$ -		\$ 13,347.18		\$ -		\$ 24,532.95		
CO #008	\$ 43,940.15		\$ -		\$ 723.02		\$ 43,427.73		\$ -		\$ 88,090.90		
CO #009	\$ 10,084.32		\$ -		\$ 4,655.26		\$ 48,110.15		\$ -		\$ 62,849.73		
CO #010	\$ (17,403.28)		\$ -		\$ -		\$ 59,371.16		\$ -		\$ 41,967.88		
Totals:	\$ 101,669.10	1%	\$ 1,483.45	0%	\$ 40,461.21	1%	\$ 466,364.89	6%	\$ -	0%	\$ 609,978.65	\$	609,978.65 7.8%
Total Contract Amount with Adjustments												\$	8,423,978.65



CHANGE ORDER

PROJECT NAME:

Juan Felipe Herrera Elementary School

CHANGE ORDER No. :**008**

DSA File No. :

10-48

Application No. :

02-117109

CONTRACTOR :Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722**DESIGNER'S PROJECT No. :**

1749

FUSD BID/CONTRACT No. :

20-49

CONTRACTOR P.O. No. :

608393

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 37,621,226.00
Net change by previously authorized Change Orders	\$ 1,741,416.44
The Contract Sum prior to this Change Order was	\$ 39,362,642.44
The Contract Sum will be adjusted by	\$ 88,704.48
The new Contract Sum, including this Change Order will be	\$ 39,451,346.92
The Contract Completion date prior to this Change Order was	3/1/2022
The Contract Time will be adjusted by	(75) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/15/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:Darden Architects, Inc.
6790 N. West Avenue
Fresno, CA 93711**ARCHITECT/ENGINEER:**

By: Antonio J. Avila AIA

Date: 04.05.2022

Accepted by:Davis Moreno Const. Inc
4720 N. Blythe
Fresno CA 93722**CONTRACTOR:**

By: Stephen Davis

Date: 4/5/2022

Authorized by:Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722**OWNER:**

By: Alex Belanger

Date: 4/18/2022

You are directed to make the following changes in this Contract:

Item 8-1

DESCRIPTION OF CHANGE:

Material cost increase for playground rubber tiles prior to final selections.

REASON FOR CHANGE:

Final approval of playground cost and colors came after published manufacturer cost increase effective 1/1/22.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

CCR 106.

Amount of this Change Order Item:

Increase \$ 14,350.81

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-2

DESCRIPTION OF CHANGE:

Provide electrical disconnects at Refer and Freezer roof-mounted condensing units.

REASON FOR CHANGE:

Electrical requirement for equipment operation, not included in contract documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 465.

Amount of this Change Order Item:

Increase \$ 3,643.55

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-3

DESCRIPTION OF CHANGE:

At building A2, MPR, revise the stage speakers from JBL and provide the Renkus-Heinze CX121's for front of stage and Renkus-Heinze CX81's for the mid-auditorium set.

REASON FOR CHANGE:

District Maintenance staff requested a higher quality speaker to make system more sustainable and minimize future service concerns.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 37.

Amount of this Change Order Item:

Increase \$ 7,294.28

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 8-4

DESCRIPTION OF CHANGE:

Provide telephones in kindergarten classrooms B101, B115, B117, B125, B129, and B136.

REASON FOR CHANGE:

Communication requirement for kindergarten classrooms, not included in contract documents.

CHANGE CATEGORY:

E&O

DOCUMENT REFERENCE:

RFI 463.

Amount of this Change Order Item:

Increase \$ 9,399.23

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-5

DESCRIPTION OF CHANGE:

Provide new work for Church Avenue cross-walk to include demo, grading, AC patch, traffic control, remove existing striping, install new striping, install new street signage.

REASON FOR CHANGE:

To provide safe pedestrian street crossing to school site.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 029.

Amount of this Change Order Item:

Increase \$ 33,442.50

Time adjustment by this Change Order Item:

Increase 30 Days

Item 8-6

DESCRIPTION OF CHANGE:

Modify peg board to vinyl covered tackboard in classrooms 167 and 231. Add 4'x8' 16 gauge stainless steel wall panel behind kiln in room #167.

REASON FOR CHANGE:

Peg board not suitable for program function in these rooms.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 040.

Amount of this Change Order Item:

Increase \$ 9,240.00

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 8-7

DESCRIPTION OF CHANGE:

At building B room B144, Revise pendent light fixture at top of the stairs from pendent to a can light.

REASON FOR CHANGE:

Revise hanging light fixture to can light to raise out of sphere of impact.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP 039.

Amount of this Change Order Item:

Increase \$ 2,547.88

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-8

DESCRIPTION OF CHANGE:

Provide Burke rubber tile flooring in elevator.

REASON FOR CHANGE:

Flooring not called out in elevator.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCR 123.

Amount of this Change Order Item:

Increase \$ 1,819.82

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-9

DESCRIPTION OF CHANGE:

Provide Elevator Hoist Beams at the top of the shaft for support.

REASON FOR CHANGE:

Structural steel required for elevator installation.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,751.56

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 8-10

DESCRIPTION OF CHANGE:

Lighting Fixture change in Room B110 from type "DE" to type "B" fixture.

REASON FOR CHANGE:

Correct light fixture for ceiling type in storage room.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 278.

Amount of this Change Order Item:

Increase \$ 283.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-11

DESCRIPTION OF CHANGE:

Provide corian window sill at room A104 windows A104d and A104e.

REASON FOR CHANGE:

Window sills added at Principal's office to match remainder of the project.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 42.

Amount of this Change Order Item:

Increase \$ 4,931.85

Time adjustment by this Change Order Item:

Increase 0 Days

Item 8-12

DESCRIPTION OF CHANGE:

Add 45 Calendar Days to Contract duration.

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate work to install rubber tile surfacing in pre-school and primary grade playgrounds. Rubber materials expected delivery May 2022.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 45 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 88,704.48

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 75 DAYS

*** End of CHANGE ORDER ***



Facilities Management & Planning

Project Financial Summary

Project Name: Juan Felipe Herrera Elementary School

Date: 4/14/22

Contractor: Davis Moreno

Architect: Darden

Change Order: 8

DSA #: 02-117109

BID #: 20-49

Contract Summary:

Bid Award Amount(s)

Base Bid:		\$	34,299,000.00
Additive Alternate 1:	Primary Care Building	\$	1,947,805.00
Additive Alternate 2:	Restroom / Snack Bar	\$	1,008,705.00
Additive Alternate 3:	Southeast Parking Lot	\$	218,106.00
Additive Alternate 4:	East Baseball Backstop	\$	147,610.00
Total Agreement Amount:		\$	37,621,226.00

Contract Adjustments:

Total Contract Amount \$ 37,621,226.00

Contract Adjustments:

	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>
CO #001	\$ 5,965.96	\$ -	\$ 4,733.52	\$ 44,985.70	\$ -	\$ 55,685.18
CO #002	\$ 37,621.31	\$ -	\$ -	\$ 86,974.79	\$ (857.04)	\$ 123,739.06
CO #003	\$ 111,751.34	\$ 76,302.21	\$ -	\$ 71,415.28	\$ -	\$ 259,468.83
CO #004	\$ 14,500.25	\$ -	\$ -	\$ 69,142.67	\$ -	\$ 83,642.92
CO#005	\$ 275,098.66	\$ 124.95	\$ -	\$ 24,115.39	\$ -	\$ 299,339.00
CO#006	\$ 541,089.69	\$ 271,229.92	\$ -	\$ 44,332.02	\$ -	\$ 856,651.63
CO#007	\$ 9,153.64	\$ -	\$ -	\$ 53,736.18	\$ -	\$ 62,889.82
CO#008	\$ 54,908.63	\$ -	\$ 14,350.81	\$ 19,445.04	\$ -	\$ 88,704.48

Totals: \$ 1,050,089.48 2.8% \$ 347,657.08 0.9% \$ 19,084.33 0.1% \$ 414,147.07 1.1% \$ (857.04) 0.0% \$ 1,830,120.92 \$ 1,830,120.92 4.9%

Total Contract Amount with Adjustments

\$ 39,451,346.92



CHANGE ORDER

PROJECT NAME:

Edison High School New Auxiliary Gym Bldg Additions
540 E. California Avenue
Fresno, CA 93706

CHANGE ORDER No. :**009**

DSA File No. :

10-H8

Application No. :

02-117976**CONTRACTOR :**

BMJ Construction Group Inc
5485 E. Olive Ave
Fresno, CA 93727

DESIGNER'S PROJECT No. :**1938****FUSD BID/CONTRACT No. :****21-11****CONTRACTOR P.O. No. :****696634**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 9,963,000.00
Net change by previously authorized Change Orders	\$ 480,775.31
The Contract Sum prior to this Change Order was	\$ 10,443,775.31
The Contract Sum will be adjusted by	\$ 54,013.00
The new Contract Sum, including this Change Order will be	\$ 10,497,788.31
The Contract Completion date prior to this Change Order was	6/3/2022
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	6/3/2022

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, INC.
6790 N. West Ave
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Antoino Avila AIA

Date: 03/17/2022

Accepted by:

BMJ Construction Group, Inc
5485 E. Olive Ave
Fresno CA 93727

CONTRACTOR:

By: Mike Jones

Date: 3/11/2022

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 3/24/2022

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 9-1

DESCRIPTION OF CHANGE:

Provide plywood substrate in lieu of gypboard in Lobby 101 ceiling for attachment of 1x6 finish hardwood.

REASON FOR CHANGE:

Gypsum wallboard shown in contract documents not suitable for attachment of finish hardwood.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 59

Amount of this Change Order Item:

Increase \$11,175.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-2

DESCRIPTION OF CHANGE:

Provide extended aluminum header section above exterior storefront doors into lobby over doors 101a, 101b, 101c, 101d, 101e, and 101f.

REASON FOR CHANGE:

Added aluminum required to align curtain wall horizontal members with exterior metal panel joints.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP 34

Amount of this Change Order Item:

Increase \$4,961.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-3

DESCRIPTION OF CHANGE:

Remove wall between Snack Bar Rm 104 and Storage Rm 105; modify serving window supports and hollow metal frame; add plumbing and electrical for enlarged snack bar.

REASON FOR CHANGE:

Snack bar revisions to suit school facility needs.

CHANGE CATEGORY:

District Requested change.

DOCUMENT REFERENCE:

RFP 09, SI 18

Amount of this Change Order Item:

Increase \$27,169.00

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Item 9-4

DESCRIPTION OF CHANGE:

Add to contractor fee for oversight of site utility work.

REASON FOR CHANGE:

Compensation to gym contractor for oversight of work performed by others under separate agreement with District.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFP 24

Amount of this Change Order Item:

Increase \$5,397.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 9-5

DESCRIPTION OF CHANGE:

Revised rain leaders at the northwest corner of the existing gymnasium and seismic joint layout.

REASON FOR CHANGE:

To avoid conflict with mechanical ductwork.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

RFP 29

Amount of this Change Order Item:

Decrease (\$2,864.00)

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 9-6

DESCRIPTION OF CHANGE:

Supply and install new premanufactured two-piece aluminum parapet ladder, located along roof parapet walls where new gym abuts existing gym, approximately 25' north of south wall.

REASON FOR CHANGE:

Roof access between new gym roof and existing roof access ladder required for equipment service and repairs.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP 33

Amount of this Change Order Item:

Increase **\$8,175.00**

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$54,013.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0

End of CHANGE ORDER



Project Financial Summary

Facilities Management & Planning

Project Name: Edison High School Gym Addition

Date: 3/7/22

Contractor: BMY Construction

Architect: Darden Architects

Change Order: 8

DSA #: 02-117976

BID #: 21-11

Contract Summary:

Bid Award Amount(s)

Base Bid: \$ 9,963,000.00

Total Agreement Amount:

\$ 9,963,000.00

Contract Adjustments:

Total Contract Amount

\$ 9,963,000.00

Contract Adjustments:

	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #001			\$ 10,240.00			\$ 10,240.00
CO #002	\$ 24,022.80		\$ 7,763.00	\$ 21,089.00		\$ 52,874.80
CO #003				\$ 91,284.00		\$ 91,284.00
CO #004	\$ 27,267.00		\$ 43,345.50	\$ 43,065.00		\$ 113,677.50
CO #005	\$ 56,346.00		\$ 4,342.00	\$ 1,896.60		\$ 62,584.60
CO #006	\$ 35,313.00	\$ -	\$ 7,502.00	\$ 7,834.00	\$ (4,848.80)	\$ 45,800.20
CO #007	\$ 57,267.00	\$ -	\$ 11,867.00	\$ 16,802.00		\$ 85,936.00
CO #008	\$ (11,207.79)	\$ -		\$ 29,586.00		\$ 18,378.21
CO #009	\$ 32,566.00	\$ -		\$ 24,311.00	\$ (2,864.00)	\$ 54,013.00

Totals: \$ 221,574.01 2.2% \$ - 0.0% \$ 85,059.50 0.9% \$ 235,867.60 2.4% \$ (7,712.80) -0.1% \$ 534,788.31 \$ 534,788.31 5.4%

Total Contract Amount with Adjustments

\$ 10,497,788.31



CHANGE ORDER

PROJECT NAME:

Ventura and 10th South Campus - Site
890 S. 10th Street
Fresno, CA 93725

CHANGE ORDER No. :**004**

DSA File No. :

N/A

Application No. :

N/A

CONTRACTOR :

Ardent General
2960 N. Burl Avenue
Fresno, CA 93727

DESIGNER'S PROJECT No. :

19-72

FUSD BID/CONTRACT No. :

21-34

CONTRACTOR P.O. No. :

700619A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 2,500,151.00
Net change by previously authorized Change Orders	\$ (911,019.34)
The Contract Sum prior to this Change Order was	\$ 1,589,131.66
The Contract Sum will be adjusted by	\$ 6,270.00
The new Contract Sum, including this Change Order will be	\$ 1,595,401.66
The Contract Completion date prior to this Change Order was	25-Feb-22
The Contract Time will be adjusted by	(28) Calendar Days
The new Contract Completion date, including this Change Order is therefore	25-Mar-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

SIM-PBK
7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Raleigh Sullivan, AIA

Date: 1/28/22

Accepted by:

Ardent General, Inc.
2960 N. Burl Avenue
Fresno, CA 93727

CONTRACTOR:

Matt Grabowski

Digitally signed by Matt Grabowski
DN: cn=Matt Grabowski, o=Ardent General, ou=Contractors, email=MGrabowski@ardentgeneral.com, c=US

By: Matt Grabowski, PM

Date: 2/4/2022

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 2/09/22

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 4-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to relocate existing gas and water piping to appropriate burial depths.

REASON FOR CHANGE:

Unforeseen site utilities discovered in areas of new grading work required lowering to accomodate new grading design.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFQ #16

Amount of this Change Order Item:

Increase \$ 6,270.00

Time adjustment by this Change Order Item:

Increase 5 Days

Item 4-2

DESCRIPTION OF CHANGE:

Non-compensable time extension concurrent with time extension for Building TI Change Order 04.

REASON FOR CHANGE:

Delay in site work concurrent with Building C & D TI time extension.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$

Time adjustment by this Change Order Item:

Increase 23 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 6,270.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 28 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

Ventura and 10th South Campus - Site
890 S. 10th Street
Fresno, CA 93725

CHANGE ORDER No. :

005

DSA File No. :

N/A

Application No. :

N/A

CONTRACTOR :

Ardent General
2960 N. Burl Avenue
Fresno, CA 93727

DESIGNER'S PROJECT No. :

19-72

FUSD BID/CONTRACT No. :

21-34

CONTRACTOR P.O. No. :

700619A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 2,500,151.00
Net change by previously authorized Change Orders	\$ (904,749.34)
The Contract Sum prior to this Change Order was	\$ 1,595,401.66
The Contract Sum will be adjusted by	\$ 114,639.91
The new Contract Sum, including this Change Order will be	\$ 1,710,041.57
The Contract Completion date prior to this Change Order was	25-Mar-22
The Contract Time will be adjusted by	(20) Calendar Days
The new Contract Completion date, including this Change Order is therefore	14-Apr-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

SIM-PBK
7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

Raleigh Sullivan
By: Raleigh Sullivan, AIA

Date: _____

Accepted by:

Ardent General, Inc.
2960 N. Burl Avenue
Fresno, CA 93727

CONTRACTOR:

Digitally signed by Matt Grabowski
DN: cn=Matt Grabowski, o=Ardent General, Inc., email=MattGrabowski@ardentgeneral.com, c=US
By: Matt Grabowski, PM

Date: 3/11/2022

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

Alex Belanger
By: Alex Belanger, Asst. Sup.

Date: 3/13/2022

You are directed to make the following changes in this Contract:

Item 5-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to demo and remove existing shallow duct bank west and south of Building C. Add two 4" conduits to new ductbank to Building A along west property line to serve future north campus.

REASON FOR CHANGE:

Additional conduits are needed for site needs

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ #26

Amount of this Change Order Item:

Increase \$ 114,639.91

Time adjustment by this Change Order Item:

Increase 20 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 114,639.91

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 20 DAYS

***** End of CHANGE ORDER *****



CHANGE ORDER

PROJECT NAME:

Ventura and 10th South Campus - Buildings C & D TI
890 S. 10th Street
Fresno, CA 93725

CHANGE ORDER No. :**004**

DSA File No. :

N/A

Application No. :

N/A

CONTRACTOR :

Ardent General
2960 N. Burl Avenue
Fresno, CA 93727

DESIGNER'S PROJECT No. :**19-72****FUSD BID/CONTRACT No. :****21-34****CONTRACTOR P.O. No. :****700619B**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 3,044,958.00
Net change by previously authorized Change Orders	\$ 1,172,842.39
The Contract Sum prior to this Change Order was	\$ 4,217,800.39
The Contract Sum will be adjusted by	\$ 45,290.25
The new Contract Sum, including this Change Order will be	\$ 4,263,090.64
The Contract Completion date prior to this Change Order was	25-Feb-22
The Contract Time will be adjusted by	(28)Calendar Days
The new Contract Completion date, including this Change Order is therefore	25-Mar-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:**SIM-PBK**

7790 N. Palm Ave.
Fresno, CA 93711

ARCHITECT/ENGINEER:

Raleigh Sullivan
By: Raleigh Sullivan, AIA

Date: 1/28/22**Accepted by:****Ardent General, Inc.**

2960 N. Burl Ave.
Fresno, CA 93727

CONTRACTOR:

Matt Grabowski
By: Matt Grabowski, PM

Date: 2/4/2022**Authorized by:****Fresno Unified School District**

4600 N. Brawley
Fresno, CA 93722

OWNER:

Alex Belanger
By: Alex Belanger | Asst. Sup.

Date: 2/5/22

You are directed to make the following changes in this Contract:

Item 4-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to omit Office 221A and door 221A from previous RFQ #1 and install walls and soffits between Conference rooms 250A, 250B and Break Room 260 in Building C.

REASON FOR CHANGE:

Provide all labor, materials and equipment as required to omit Office 221A and door 221A from previous RFQ #1 and install walls and soffits between Conference rooms 250A, 250B and Break Room 260 in Building C.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ #01R1

Amount of this Change Order Item:

Increase \$ 12,048.30

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-2

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install tile at Waiting Room 101.

REASON FOR CHANGE:

Existing tile to remain was demoed to run plumbing to drinking fountain. New tile not in contract.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #67

Amount of this Change Order Item:

Increase \$ 3,080.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-3

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install additional upper cabinet height at Break room 260 to meet existing soffit height.

REASON FOR CHANGE:

Existing soffit is higher than specified cabinet.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:
Time adjustment by this Change Order Item:

Increase	\$	880.00
Increase		0 Days

Item 4-4

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install trim rings at exterior soffit light fixtures.

REASON FOR CHANGE:

Existing fixture holes do not match new fixture holes.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #80

Amount of this Change Order Item:
Time adjustment by this Change Order Item:

Increase	\$	574.75
Increase		0 Days

Item 4-5

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to reinstall handrails at ADA height. Replace sheet rock and install blocking behind handrails.

REASON FOR CHANGE:

Handrails removed due to rotted framing. Inspector requested handrails to be installed at ADA height.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI #79

Amount of this Change Order Item:

Increase \$ 5,671.53

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-6

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to patch existing can light hole and cut in new can light fixtures at soffits at Rooms 250A, 250B and 260.

REASON FOR CHANGE:

New fixtures are smaller than existing fixtures leaving a larger hole in soffit. Patching not in original scope.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #81

Amount of this Change Order Item:

Increase \$ 6,018.06

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-7

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to relocate existing electrical panel at Building D restroom to opposite side of wall.

REASON FOR CHANGE:

Existing panel conflicts with new location of plumbing fixtures.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI #83

Amount of this Change Order Item:

Increase \$ 5,384.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-8

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required for additional infill framing at existing truss within new shear wall in Building D.

REASON FOR CHANGE:

During demolition of existing framing at location of new shear wall, truss was found and in conflict with shear wall design.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFQ #19

Amount of this Change Order Item:

Increase \$ 8,598.61

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-9

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to replace existing damaged plywood floor at entry of Building D.

REASON FOR CHANGE:

Existing floor substrate not adequate for installation of new flooring.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 3,034.50

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 4-10

DESCRIPTION OF CHANGE:

Non-compensable time extension to extend contract to March 25, 2022.

REASON FOR CHANGE:

Added days caused by change order items.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 28 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 45,290.25

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 28 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:

Ventura and 10th South Campus - Buildings C & D TI
890 S. 10th Street
Fresno, CA 93725

CHANGE ORDER No. :**005**

DSA File No. :

N/A

Application No. :

N/A

CONTRACTOR :

Ardent General
2960 N. Burl Avenue
Fresno, CA 93727

DESIGNER'S PROJECT No. :

19-72

FUSD BID/CONTRACT No. :

21-34

CONTRACTOR P.O. No. :

700619B

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 3,044,958.00
Net change by previously authorized Change Orders	\$ 1,218,132.64
The Contract Sum prior to this Change Order was	\$ 4,263,090.64
The Contract Sum will be adjusted by	\$ 49,917.53
The new Contract Sum, including this Change Order will be	\$ 4,313,008.17
The Contract Completion date prior to this Change Order was	25-Mar-22
The Contract Time will be adjusted by	(20) Calendar Days
The new Contract Completion date, including this Change Order is therefore	14-Apr-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:**SIM-PBK**

7790 N. Palm Ave.
Fresno, CA 93711

ARCHITECT/ENGINEER:By: Raleigh Sullivan, AIADate: 3/24/22**Accepted by:****Ardent General, Inc.**

2960 N. Burl Ave.
Fresno, CA 93727

CONTRACTOR:By: Matt Grabowski, PMDate: 3/25/2022**Authorized by:****Fresno Unified School District**

4600 N. Brawley
Fresno, CA 93722

OWNER:By: Alex Belanger | Asst. Sup.Date: 3/31/2022

CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 5-1

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to replace 11 additional windows at Building D to match damaged windows replaced in previous change item.

REASON FOR CHANGE:

Existing windows and surrounding structure replaced and repaired to make building water-tight.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 36,736.11

Time adjustment by this Change Order Item:

Increase 10 Days

Item 5-2

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to provide additional power and data outlets at Buildings C. Cut and patch gypsum as needed.

REASON FOR CHANGE:

Additional power and data jack locations required to accommodate added work stations.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ #28

Amount of this Change Order Item:

Increase \$ 13,181.42

Time adjustment by this Change Order Item:

Increase 10 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 49,917.53

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 20 DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project: Ventura & 10th - South Campus Site and
Tenant Improvements for Buildings C and D

DSA #: N/A

Bid #: 21-34

Date: 3/15/2022

Contractor: Ardent General Inc.

Architect: SIM-PBK

Change Order: 005

Contract Summary:

Bid Award Amount(s)			
Base Bid 1:	Site Improvements		\$ 2,500,151.00
Base Bid 2:	Tenant Improvements		\$ 2,863,833.00
Additive Alternate 2A:	Replace Interior Light Fixtures with New Fixtures and Controls		\$ 171,675.00
Additive Alternate 2B:	Add Surveillance Cameras at Building A		\$ 9,450.00
Total Agreement Amount:			\$ 5,545,109.00

Contract Adjustments:

Total Contract Amount							\$ 5,545,109.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>	
<i>Site Improvements</i>							
						\$	-
CO #001	\$ -	\$ -	\$ (7,048.80)	\$ -	\$ -	\$	(7,048.80)
CO #002	\$ -	\$ -	\$ 21,376.04	\$ 21,256.40	\$ -	\$	42,632.44
CO #003			\$ 35,033.02		\$ (981,636.00)	\$	(946,602.98)
CO #004			\$ 6,270.00			\$	6,270.00
CO #005	\$ 114,639.91					\$	114,639.91
<i>Building C & D Improvements</i>							
						\$	-
CO #001	\$ -	\$ -	\$ 58,721.75	\$ 18,458.55	\$ -	\$	77,180.30
CO #002	\$ -	\$ -	\$ 426,288.59	\$ 1,947.00	\$ -	\$	428,235.59
CO #003	\$ 128,859.18		\$ 313,229.66	\$ 149,689.62	\$ 75,648.04	\$	667,426.50
CO #004	\$ 12,048.30		\$ 23,569.14	\$ 9,672.81		\$	45,290.25
CO #005	\$ 13,181.42		\$ 36,736.11			\$	49,917.53
Totals:	\$ 255,547.39	\$ -	\$ 877,439.40	\$ 201,024.38	\$ (905,987.96)	\$	477,940.74
Total Contract Amount with Adjustments							\$ 6,023,049.74

8.6%



CHANGE ORDER

PROJECT NAME:

Ahwahnee MS Unit Heater Replacement
1127 E Escalon Ave
Fresno CA 93710

CHANGE ORDER No. :**001**

DSA File No. :

10-48

Application No. :

02-119100**CONTRACTOR :**

Strategic Mechanical, Inc
4661 E. Commerce Ave
Fresno, CA 93725

DESIGNER'S PROJECT No. :**21010****FUSD BID/CONTRACT No. :****22-14****CONTRACTOR P.O. No. :****748230**

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	275,500.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	275,500.00
The Contract Sum will be adjusted by	\$	1,451.04
The new Contract Sum, including this Change Order will be	\$	276,951.04
The Contract Completion date prior to this Change Order was		6-Feb-22
The Contract Time will be adjusted by		(60) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-Apr-22

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Lawrence Engineering Group
7084 N. Maple Ave Ste #101
Fresno, CA 93720

ARCHITECT/ENGINEER:


By: Michael D. Cantelmi

Date: **3/30/22****Accepted by:**

Strategic Mechanical, Inc
4661 E. Commerce Ave
Fresno, CA 93725

CONTRACTOR:


Digitally signed by Jesse Klicka
DN: cn=Jesse Klicka, o=Strategic Mechanical, Inc., c=US
Reason: I am the author of this document
Date: 2022.03.30 15:52:16-0700

By: Jesse Klicka

Date: **3-30-22****Authorized by:**

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: William Alex Belanger

Digitally signed by William Alex Belanger
Date: 2022.04.07
08:29:47 -07'00'

By:

Date:

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Sheet metal "caps" were added on the underside of the unit heaters. Exhaust fans EF-2A and EF-2B were eliminated from scope along with the blocking for exhaust fans EF-3A and EF-3B.

REASON FOR CHANGE:

The exhaust fans and blocking were eliminated to avoid construction conflicts.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFC 001; RFQ's 2, 3

Amount of this Change Order Item:	Increase \$	73.04
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Paint exposed steel supports/bracing and surfaces exposed by demolition work to match existing.

REASON FOR CHANGE:

Site conditions required unit heater location to move farther from back wall to accommodate outside air damper.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFC 002; RFQ 004

Amount of this Change Order Item:	Increase \$	1,378.00
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE \$	1,451.04
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	0 DAYS

*** End of CHANGE ORDER ***

You are directed to make the following changes in this Contract:

Item 1-3

DESCRIPTION OF CHANGE:

Completion date extended.

REASON FOR CHANGE:

Extra time is needed to complete the project due to equipment delivery delays.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

None

Amount of this Change Order Item:

Increase

Time adjustment by this Change Order Item:

Increase

60 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 1,451.04

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 60 DAYS

***** End of CHANGE ORDER *****



Maintenance & Operations

Project Financial Summary

Project Name: Ahwahnee MS Locker Room Heater Replacement

Date: 03/31/22

Contractor: Strategic Mechanical INC.

Architect: Lawrence Engineering Group

Change Order: #001

DSA #: 02-119100

BID #: 22-14

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$	275,500.00
		Base Bid:	\$	-
		Additive Alternate 1:	\$	-
		Additive Alternate 2:	\$	-
		Additive Alternate 3:	\$	-
		Additive Alternate 4:	\$	-
		Total Agreement Amount:	\$	275,500.00

Contract Adjustments:

Total Contract Amount										\$	275,500.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer F & O</u>	<u>District/Designer</u>	<u>Total</u>					
CO #001	\$ -	\$ -	\$ 1,451.04	\$ -	\$ -	\$ 1,451.04					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Totals:	\$ -	0%	\$ -	0%	\$ 1,451.04	1%	\$ -	0%	\$ -	0%	\$ 1,451.04
Total Contract Amount with Adjustments										\$	276,951.04

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM B-23

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Present and Discuss the State's May Revised Budget Proposal

ITEM DESCRIPTION: Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2022/23 by Sunday, May 15, 2022. On May 18, 2022, staff will present the updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District.

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

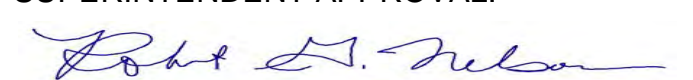
PREPARED BY: Kim Kelstrom
Executive Officer

DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:







Fresno Unified
School District

Revised - May 18, 2022
Slides 7 and 9

Agenda Item B-23



2022/23
Governor's May Revise

Board of Education

May 18, 2022

Outline

- State Revenue Forecast
- State Economic Overview
- May Revise Updates
- Strategic Budget Development
- Upcoming Budget Discussions

State Revenue Forecast – Long-term

Long-Term Revenue Forecast Three Largest Sources (General Fund Revenue – Dollars in Billions)

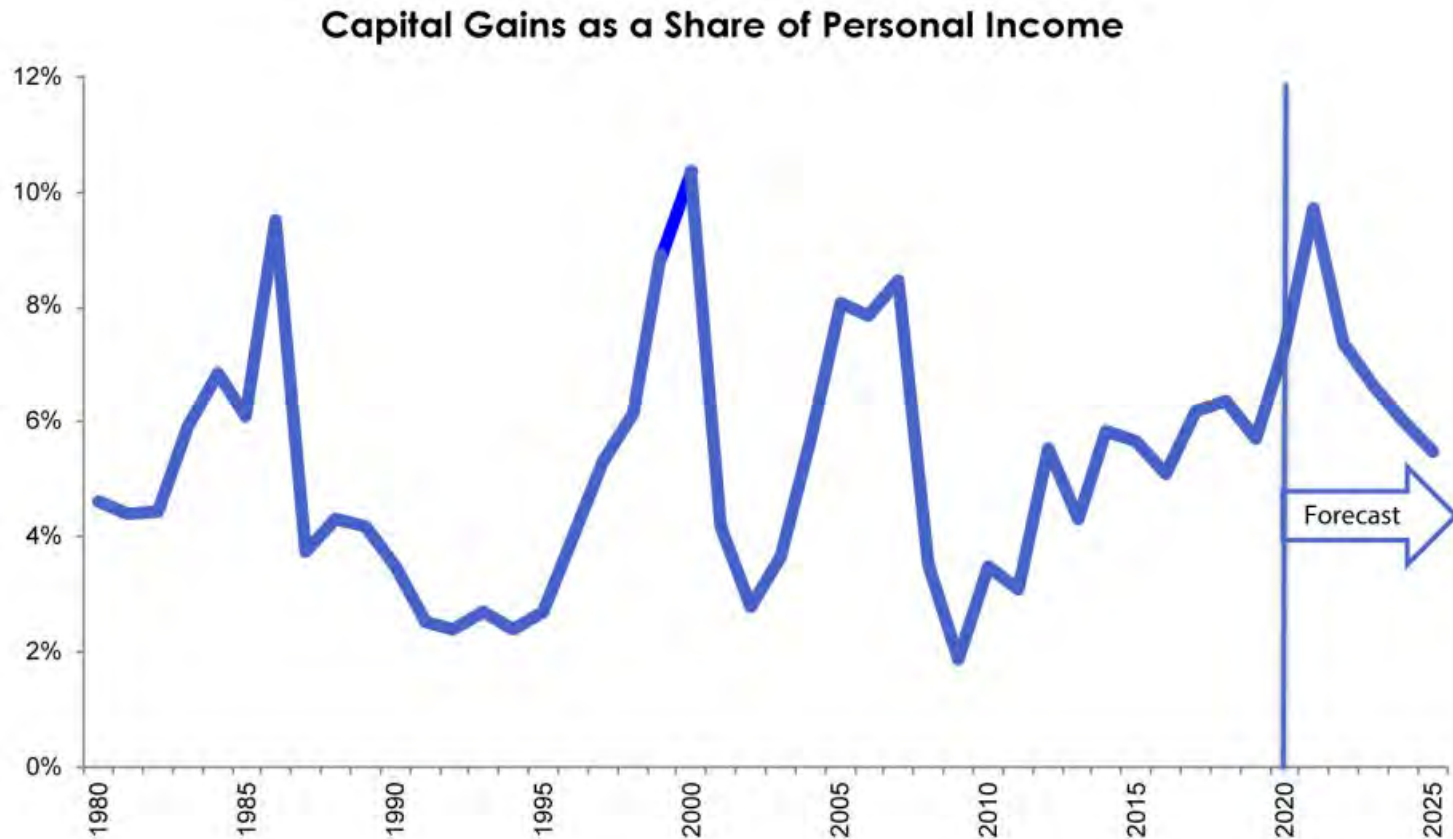
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	Average Year-Over-Year Growth
Personal Income Tax	\$128.9	\$136.4	\$137.5	\$143.8	\$148.9	\$156.2	3.9%
Sales and Use Tax	\$29.1	\$32.7	\$34.0	\$35.1	\$36.2	\$37.3	5.2%
Corporation Tax	\$22.6	\$46.4	\$38.5	\$42.0	\$45.4	\$38.6	18.1%
Total	\$180.5	\$215.5	\$209.9	\$220.9	\$230.6	\$232.2	5.4%
Growth	29.5%	19.4%	-2.6%	5.3%	4.4%	0.7%	

Note: Numbers may not add due to rounding. The PTE elective tax is artificially deflating personal income tax revenues from 2021-22 through 2025-26 and artificially inflating corporation tax revenues for the same years.

Source: Governor's May Revise



State Revenue Forecast – Long-term

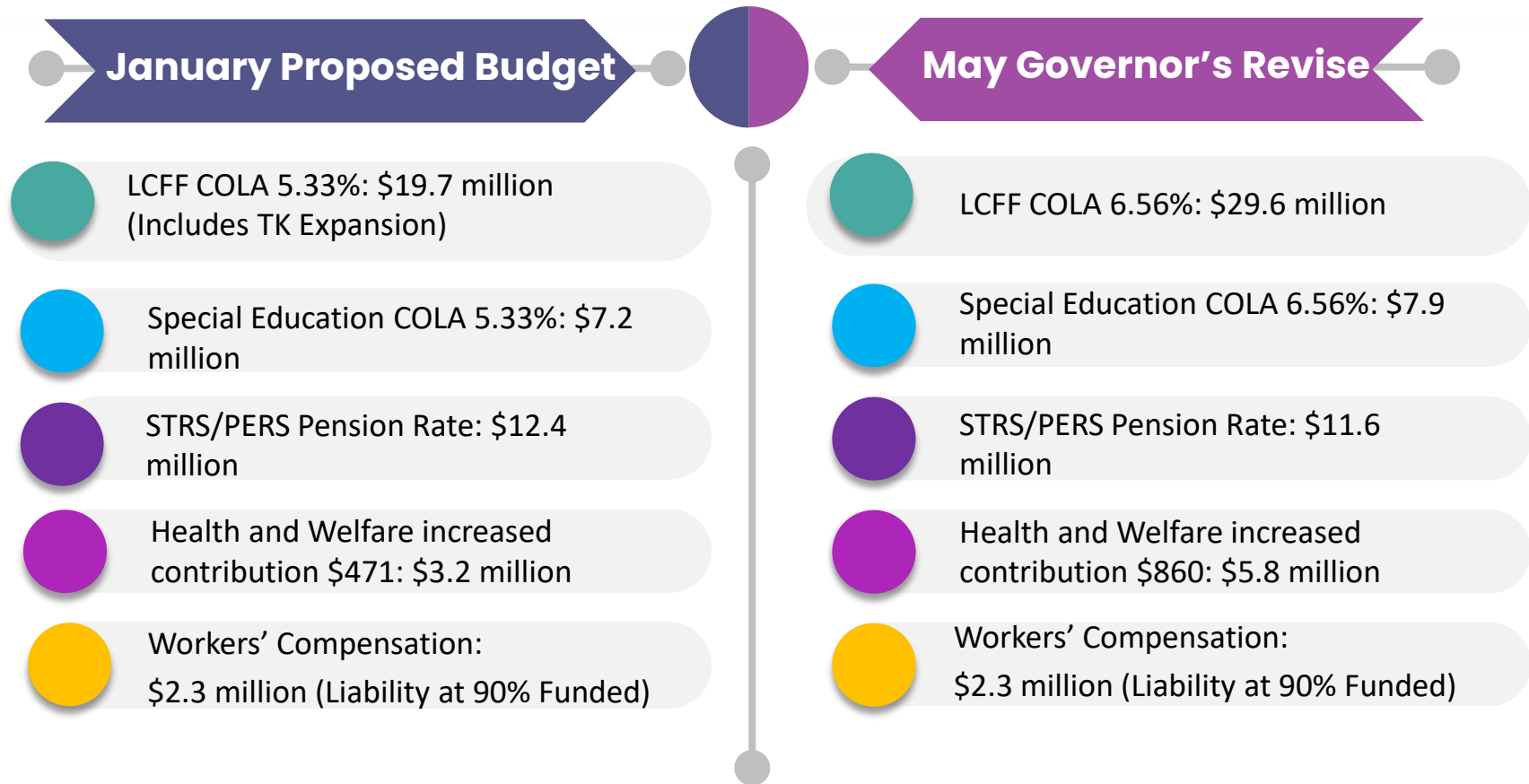


Source: Governor's May Revise

State Economic Overview

- California's economy – “The Budget must continue to be prudent and the state must be prepared for an uncertain future”
- Unemployment Rates as of March 2022
 - National – 3.6%
 - State – 4.9%
 - Fresno County – 6.9%
- Risks and Uncertainties
 - Disruptive surge in COVID-19 cases
 - Inflationary pressures and subsequent tightening monetary policy
 - Geo-political pressures (Ukraine-Russia War)
 - Extended global supply chain disruptions

Updating State Budget Impacts – January Proposal to May Revise



May Revise ~~Updates~~ Additional Allocations State-wide

- Local Control Funding Formula Proposals
 - LCFF Base Funding Increase – \$2.1 billion
 - Enhanced Declining Enrollment/Attendance Relief – \$3.3 billion
- Discretionary Block Grant (one-time) – \$8.0 billion
- Community School Initiative (one-time) – \$1.5 billion
- Educator Workforce (one-time) – \$615 million
- Nutrition State Meal Reimbursement Rate – \$612 million
- Expanded Learning Opportunities Program – \$403 million
- Educator Effectiveness Block Grant – \$300 million
- Preschool Adjustment Factors for Students with Disabilities and Dual Language Learners – \$34 million
- School Facility Program – \$1.8 billion

Projected Employer Pension Increases

CALSTRS®

- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- 2021/22 – 16.92%
- **2022/23 – 19.10%**
- 2023/24 – 19.10%
- 2024/25 – 19.10%



CalPERS

- 2013/14 – 11.442%
- 2014/15 – 11.771%
- 2015/16 – 11.847%
- 2016/17 – 13.888%
- 2017/18 – 15.531%
- 2018/19 – 18.062%
- 2019/20 – 19.721%
- 2020/21 – 20.700%
- 2021/22 – 22.910%
- **2022/23 – 25.370%**
- 2023/24 – 25.200%*
- 2024/25 – 24.600%*
- 2025/26 – 23.700%*
- 2026/27 – 22.600%*

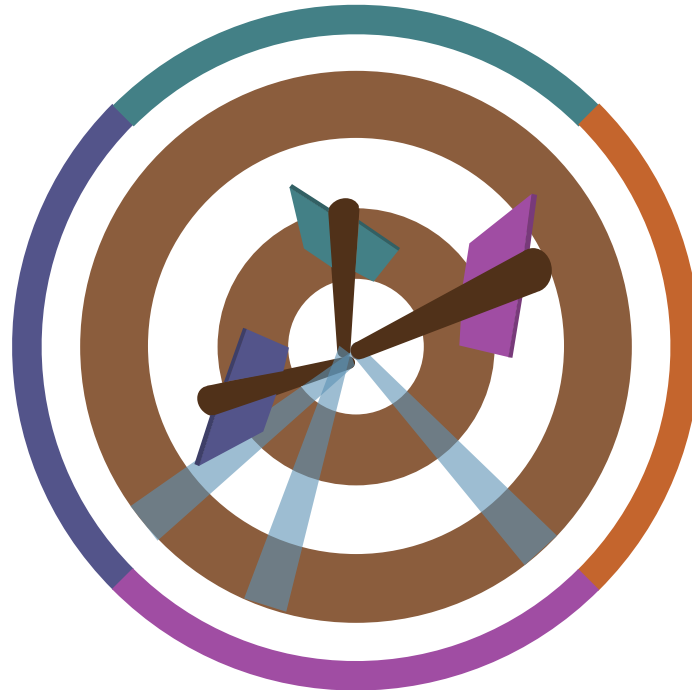
**Estimated rates provided by CalPERS*



Strategic 2022/23 Budget Development

Guiding Strategic Budget Development Principles

- Extensive Student Programs
- Competitive Employee Compensation
- Prudent Fiscal Responsibility



Board/Community Focus Areas & Strategic Planning

- Early Learning Expansion
- Special Education Inclusion
- Leadership Development
- ~~A-RO~~ Academic Return on Investment

Upcoming Budget Discussions

- Public Hearing – LCAP and Budget
 - June 01, 2022
- Adoption – LCAP and Budget
 - June 15, 2022

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 18, 2022

AGENDA ITEM C-24

AGENDA SECTION: C

(A – Consent, B – Discussion, C – Receive, Recognize/Present)

ACTION REQUESTED: Receive

(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Receive Fresno Unified School District's Third Quarterly Investment Report for Fiscal Year 2021/22

ITEM DESCRIPTION: Included below is the third quarterly investment report for the period ending March 31, 2022. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of March 31, 2022, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	\$ 657,268,922
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Investment with Trustees	\$ 220,366,261*
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*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies that the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

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

PREPARED BY: Kim Kelstrom
Executive Officer



DIVISION: Business Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi
Chief Financial Officer

SUPERINTENDENT APPROVAL:

