



BOARD OF EDUCATION  
REGULAR MEETING  
2309 TULARE STREET  
BOARD ROOM, SECOND FLOOR  
FRESNO, CA 93721-2287  
[board.fresnounified.org](http://board.fresnounified.org)

**AGENDA**  
**WEDNESDAY, NOVEMBER 17, 2021**  
**\*4:30 P.M. (CLOSED SESSION) \*5:15 P.M. (OPEN SESSION)**

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.

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](http://board.fresnounified.org)

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

**\*4:30 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).
5. Conference with Legal Counsel - Existing Litigation - (Government Code Section 54956.9(d)(1)).
  - a. Potential Case (One)

**\*5:15 P.M., RECONVENE** and report action taken during Closed Session, if any.

## **PLEDGE OF ALLEGIANCE**

A staff member 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: Paul Idsvoog, telephone 457-3548.



## **A. CONSENT AGENDA - continued**

### **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 November 03, 2021 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, ADOPT Resolution Proclaiming November 2021 as Sikh Heritage Month**

Included in the Board binders is a resolution proclaiming November 2021, as Sikh Heritage Month. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3566.

### **A-4, APPROVE Agreement with Fresno Chaffee Zoo, Winter Camp 2021**

Included in the Board binders is a request to approve an agreement with Fresno Chaffee Zoo, Winter Camp 2021 to provide enrichment learning opportunities for Fresno Unified students in grades K-4. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$19,800 are available in the Extended Learning budget. Contact person: Kim Mecum, telephone 457-3731.

### **A-5, APPROVE Agreement with Artist Jason Esquivel as Part of Winter Session 2021**

Included in the Board binders is an agreement with artist Jason Esquivel who will provide mural art experiences to students at six Fresno Unified middle schools during Winter Session 2021. Students in Winter Mural Arts Camp will learn how to plan, cost out, stencil, and paint a mural on their campus. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$10,200 are available in the Extended Learning budget. Contact person: Kim Mecum, telephone 457-3731.

### **A-6, APPROVE Agreement with Mindsets Learning, Inc. to Support Winter Camps 2021**

Included in the Board binder is a request to approve an agreement for Mindsets Learning, Inc. The agreement will furnish Fresno Unified with a Common Core State Standard-aligned math program called "Mindsets Learning Challenges" designed to improve educational outcomes for students through authentic real-world learning challenges as part of Winter Camp 2021. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$141,525 are available in the After-School Program budget. Contact person: Kim Mecum, telephone 457-3731.

## **A. CONSENT AGENDA - continued**

### **A-7, APPROVE Agreement with Springboard Collaborative**

Included in the Board binders is a request to approve the Springboard Collaborative agreement to offer after school literacy programs at ten identified elementary sites in Spring 2022. Services provided include in-class literacy offerings, workshops training parents to teach reading at home, and professional development for teachers. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$361,500 are available in the After-School Program budget. Contact person: Kim Mecum, telephone 457-3731.

### **A-8, APPROVE Renewal Agreement with Physmetrics, LLC**

Included in the Board binders is a renewal agreement with Physmetrics to administer chiropractic and acupuncture services on behalf of benefit eligible employees and retirees. The Superintendent recommends approval. Fiscal impact: Annual estimated cost of \$800,000 is available in the Internal Service Health Fund. Contact person: Santino Danisi, telephone 457-6226.

### **A-9, APPROVE Addendum to the Center for Advanced Research and Technology Operating Agreement**

Included in the Board binders is an Addendum to the Operating Agreement between Fresno Unified School District, Clovis Unified School District, and the Center for Advanced Research and Technology (CART) to replace classroom chairs. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$120,444 will be supported with one-time stimulus funds. Contact person: Santino Danisi, telephone 457-6226.

### **A-10, APPROVE Amendment to the Agreement for the California Teaching Fellows Foundation**

Included in the Board binders is a request to amend an agreement with the California Teaching Fellows Foundation (CTFF) for increased tutoring services in the after-school expansion. CTFF will identify, recruit, and hire additional trained tutors to work with Fresno Unified elementary and secondary After-School Programs. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$300,000 are available in the After-School Program budget. Contact person: Kim Mecum, telephone 457-3731.

### **A-11, APPROVE Award of Bid 22-04, Fresh Organic Produce**

Included in the Board binders is information on Bid 22-04, to establish fixed pricing of fresh organic produce for the district's breakfast, lunch and super snack meal programs. Fresh organic fruits and vegetables will be delivered and incorporated into meals prepared at the Nutrition Center and reimbursed through the U.S. Department of Agriculture and the California Department of Education.

Staff recommends award to the lowest responsive, responsible bidder: Food 4

## **A. CONSENT AGENDA - continued**

Thought, LLC (Fresno, CA) \$9,050 estimated. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$9,050 are available in the Cafeteria Fund. Contact person: Karin Temple, telephone 457-3134.

### **A-12, APPROVE Award of Bid 22-14, Ahwahnee Middle School Locker Room Heating Replacement**

Included in the Board binders is information on Bid 22-14, to replace the existing gas-fired heaters in the Boys and Girls Locker Rooms with new forced air heaters.

The existing equipment is more than 20 years old, requiring frequent repairs, and replacement parts are difficult to obtain. The new equipment is more energy efficient resulting in lower cost of operation. Staff recommends award to the lowest responsive, responsible bidder: Strategic Mechanical Inc. (Fresno, California) \$275,500. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$275,000 are available in the Measure M Fund. Contact person: Karin Temple, telephone 457-3134.

### **A-13, APPROVE Award of Bid 22-15, Edison High School Multipurpose Room HVAC Replacement**

Included in the Board binders is information on Bid 22-15, to replace the existing heating and cooling system that services the stage in the multipurpose room at Edison High School. The project will furnish and install a new air handler unit, new ductwork, registers, and controls. The existing system is over 25 years old and requires replacement due to age, condition, repair history, and difficulty in locating replacement parts. Staff recommends award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) \$270,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$270,00 are available in the School Facilities Fund. Contact person: Karin Temple, telephone 457-3134.

### **A-14, APPROVE Award of Request for Qualifications 22-09, Extended Learning Enrichment Services**

Included in the Board binders is a request for the Board to approve Request for Qualifications (RFQ) 22-09, to provide a pool of qualified vendors to provide enrichment services outside of the regular school day. The term is one year with four one-year renewal options. The Superintendent recommends approval. Fiscal impact: Funding is available through the Expanding Learning Opportunities Grant. Contact person: Kim Mecum, telephone 457-3731.

### **A-15, RATIFY Agreement with Key2Ed**

Included in the Board binders is a request to ratify an agreement with Key2Ed. Key2Ed will provide Facilitated Individualized Education Program professional learning to Special Education senior leadership. Professional Learning services began September 01, 2021 through June 30, 2022. The Superintendent

## **A. CONSENT AGENDA - continued**

recommends ratification. Fiscal impact: Sufficient funds in the amount of \$50,000 are available in the Alternate Dispute Resolution Grant. Contact person: Kim Mecum, telephone 457-3731.

### **A-16, RATIFY Change Orders**

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

|                                                                                                                                                                                                     |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| Bid 20-49, Juan Felipe Herrera New Elementary School<br>Change Order 4 presented for ratification                                                                                                   | \$83,643           |
| Bid 21-11, Edison High School Gymnasium Addition<br>Change Order 4 presented for ratification                                                                                                       | \$113,678          |
| Bid 21-25, Hoover High School Career Technical Education (CTE)<br>Building and Construction Trades, Classroom Shop Improvements<br>Change Order 2 presented for ratification                        | \$30,682           |
| Bid 21-35, Jackson Elementary School Multipurpose Building<br>Reconstruction<br>Change Order 1 (MPR Bldg) presented for ratification<br>Change Order 1 (Shade Structure) presented for ratification | \$3,877<br>\$7,595 |
| Bid 21-45, Webster Elementary School Multipurpose Room Plumbing<br>Replacement<br>Change Order 1 presented for ratification                                                                         | \$10,146           |
| Bid 21-47A, Burroughs Elementary School Energy Management System<br>Replacement<br>Change Order 1 presented for ratification                                                                        | \$10,209           |
| Bid 21-47B, Eaton and Rowell Elementary Schools Energy Management<br>System Replacement<br>Change Order 1 presented for ratification                                                                | \$5,997            |
| Bid 21-49, Chilled Water Buffer Installation at Various Sites<br>Change Order 1 presented for ratification                                                                                          | \$5,100            |
| Bid 21-51, Sunnyside High School Track Resurfacing<br>Change Order 1 presented for ratification                                                                                                     | \$20,668           |

## **A. CONSENT AGENDA - continued**

The Superintendent recommends ratification. Fiscal impact: \$162,671 is available in the Measure X Fund for Bids 20-49, 21-25, 21-35, 21-47A, 21-47B, and 21-51; \$113,678 is available in the School Facilities Fund for Bid 21-11; \$10,146 is available in the Measure M Fund for Bid 21-45; and \$5,100 is available in the General Fund for Bid 21-49. Contact person: Karin Temple, telephone 457-3134.

### **A-17, RATIFY the Filing of Notices of Completion**

Included in the Board binders are Notices of Completion for the following projects, which has been completed according to plans and specifications.

Bid 21-45, Webster Elementary School Multipurpose Room Plumbing Replacement

Bid 21-49, Chilled Water Buffer Tank Installation at Various Sites

Bid 21-51, Sunnyside High School Track Resurfacing

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

## **END OF CONSENT AGENDA (ROLL CALL VOTE)**

## **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. Any individual who has not had an opportunity to address the Board during this initial thirty (30) minute period may do so at the end of the meeting after the Board has addressed all remaining items on this agenda. Without taking action and only as expressly permitted by Board Bylaw 9323, Board members may ask questions, make brief announcements, or provide a brief response to statements presented by the public about topics raised in unscheduled oral

communications. Board members must be recognized by the President in order to speak and will generally be limited to no more than one (1) minute each for this purpose. The Board President shall have the discretion to further limit Board members' opportunity to speak on topics raised in unscheduled oral communications to ensure the orderly and efficient conduct of district business.

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.

## **B. CONFERENCE/DISCUSSION AGENDA**

**\*6:15 P.M.**

### **B-18, DISCUSS Measure M Update and APPROVE Revised Measure M Investment Priorities**

Staff will present a Measure M update including highlights of projects underway and planned; impact of construction cost escalation on project cost estimates and implementation; and recommended revisions to bond investment priorities. Measure M is Fresno Unified's \$325 million bond approved on March 03, 2020. The Superintendent recommends approval. Fiscal impact: No direct fiscal impact to the district. Individual projects will be presented to the Board for approval. Contact person: Karin Temple, telephone 457-3134.

## **C. RECEIVE INFORMATION & REPORTS**

### **C-19, RECEIVE the Fresno Unified School District First Quarter 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 September 30, 2021, 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.

## **BOARD/SUPERINTENDENT COMMUNICATION**

## **D. ADJOURNMENT**

**NEXT REGULAR MEETING  
WEDNESDAY, DECEMBER 08, 2021**

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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:** Paul Idsvoog  
Chief of Human Resources/Labor Relations

**SUPERINTENDENT APPROVAL:**

Paul Idsvoog

Robert L. Nelson

## BOARD OF EDUCATION APPENDIX A 1

## A-1

## Fresno Unified School District

Date: November 17, 2021

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

|              |          |                                     |                                |            |
|--------------|----------|-------------------------------------|--------------------------------|------------|
| Dungan       | Michelle | Teacher, Elementary                 | Ayer Elementary                | 10/26/2021 |
| Hernandez    | Tiffany  | Teacher, Lrng Hndcp, Sdc            | Roeding Elementary             | 11/15/2021 |
| Parkinson    | Randi    | Teacher, Lrng Hndcp, Sdc            | eLearn Academy                 | 11/10/2021 |
| Schoettler   | Michael  | Teacher, Middle School              | Rutherford Gaston Middle Schoo | 10/19/2021 |
| Tennison III | Julius   | Teacher, Middle School              | Rutherford Gaston Middle Schoo | 10/12/2021 |
| Thigpen      | Denice   | Teacher, Elementary, eLearn Academy | eLearn Academy                 | 10/25/2021 |
| Vue          | Pa Houa  | Nurse                               | Health Services                | 9/29/2021  |
| Zenimura     | Brandon  | Teacher, Spec Assgn                 | Teacher Development            | 10/25/2021 |

## Classified Personnel

|                   |          |                                |                                |            |
|-------------------|----------|--------------------------------|--------------------------------|------------|
| Alveres-Arevalos  | Claudia  | Assistant, School Office       | eLearn Academy                 | 11/1/2021  |
| Andres            | Jermaine | Nurse, Vocational License      | Health Services                | 11/1/2021  |
| Bautista Figueroa | Dennise  | Lead, After Schl/Ext Day       | Roeding Elementary             | 11/2/2021  |
| Diaz              | Trini    | Assistant, Resrce Cnslg        | Anthony Elementary             | 10/26/2021 |
| Garcia            | Tanya    | Lead, After Schl/Ext Day       | Greenberg Elementary           | 10/26/2021 |
| Jones             | Marcus   | Assistant, Campus Safety       | Rutherford Gaston Middle Schoo | 10/25/2021 |
| Miranda           | Selina   | Nurse, Vocational License      | Health Services                | 8/11/2021  |
| Moua              | Pao      | Specialist, Tech Support II    | Special Educ Administration    | 11/15/2021 |
| Moua              | Tom      | Noontime Assistant             | Vinland Elementary School      | 9/15/2021  |
| Osuna             | Maria    | Assistant, School Office       | Hidalgo Elementary             | 11/1/2021  |
| Pallares          | Malilia  | Assistant, School Office       | Powers Elementary              | 11/2/2021  |
| Renderos Noriega  | Reyna    | Specialist, Chd Wel & Attnd II | Prevention And Intervention    | 11/1/2021  |
| Reyna-Guerrero    | Maria    | Assistant, Attendance Records  | eLearn Academy                 | 11/8/2021  |
| Ruiz              | Jennifer | Paraprof, Instructional Asst   | Anthony Elementary             | 10/26/2021 |
| Tucker            | Alisha   | Nurse, Vocational License      | Health Services                | 10/26/2021 |
| Vang              | John     | Paraprof, Computer Lab Asst I  | Norseman Elementary            | 11/1/2021  |
| Veloz             | Alondra  | Paraprof, Moderate/Severe      | Greenberg Elementary           | 11/2/2021  |
| Villa             | Rosa     | Paraprof, Moderate/Severe      | Ericson Elementary             | 10/25/2021 |
| Yang              | John     | Assistant, Resrce Cnslg        | Aynsworth Elementary           | 11/1/2021  |
| Yang              | Na       | Accountant I                   | Fiscal Services                | 11/1/2021  |

## RESIGNATIONS OR RETIREMENTS

## Certificated Personnel

|              |          |                        |                                |            |
|--------------|----------|------------------------|--------------------------------|------------|
| Foster       | Chelsea  | Teacher, Elementary    | Thomas Elementary              | 9/27/2021  |
| Martinez     | Mercedes | Teacher, Middle School | Rutherford Gaston Middle Schoo | 9/15/2021  |
| Tennison III | Julius   | Teacher, Middle School | Rutherford Gaston Middle Schoo | 10/11/2021 |

## Classified Personnel

|         |       |                         |                 |            |
|---------|-------|-------------------------|-----------------|------------|
| Aguilar | Maria | Paraprof, Mild/Moderate | Hamilton School | 11/26/2021 |
|---------|-------|-------------------------|-----------------|------------|



|                |          |                               |                                 |            |
|----------------|----------|-------------------------------|---------------------------------|------------|
| Alvarez-Garcia | Trisha   | Nurse, Vocational License     | Health Services                 | 8/13/2021  |
| Benton         | Joe      | Driver, Bus                   | Transportation                  | 11/8/2021  |
| Brelsford      | Michael  | Nutrition Services Assistant  | Food Services                   | 10/29/2021 |
| Burgoyne       | Brett    | Paraprof, Child Development   | Figarden Elementary             | 10/29/2021 |
| Contreras      | Reena    | Paraprof, Instructional Asst  | Bullard Talent K-6              | 10/27/2021 |
| Hattin Jr      | Ronald   | Assistant, Campus Safety      | Bakman Elementary               | 10/29/2021 |
| Jackson        | Jalisa   | Paraeducator, Community Based | Rutherford Gaston Middle School | 11/1/2021  |
| Little         | Jerad M. | Developer, Software III       | Technology Services             | 12/1/2021  |
| Palma          | Alysa    | Assistant, Resrce Cnslg       | Wilson Elementary               | 11/12/2021 |
| Palomo         | Brandon  | Laborer, Maintenance          | Maintenance And Operations      | 10/18/2021 |
| Perales        | Judy     | Paraprof, Moderate/Severe     | Fresno High School              | 10/22/2021 |
| Roberts        | Adam     | Noontime Assistant            | Figarden Elementary             | 10/29/2021 |
| Roberts        | Terry    | Assistant, Resrce Cnslg       | Prevention And Intervention     | 10/29/2021 |
| Ruiz-Morales   | Jorge    | Paraprof, Instructional Asst  | Wolters Elementary              | 11/26/2021 |
| Sesate         | Annette  | Assistant, Office III         | Special Ed                      | 11/22/2021 |
| Solis          | Nicholas | Assistant, Resrce Cnslg       | Muir Elementary                 | 11/12/2021 |

**Management Certificated**

|          |        |                   |                       |            |
|----------|--------|-------------------|-----------------------|------------|
| Alvarado | John   | Principal V       | Bullard High School   | 10/31/2021 |
| Thompson | Ashlea | Counselor, School | Sunnyside High School | 10/29/2021 |

**DECEASED****Certificated Personnel**

|      |     |                     |                     |            |
|------|-----|---------------------|---------------------|------------|
| Moua | Yee | Teacher, Elementary | Winchell Elementary | 10/27/2021 |
|------|-----|---------------------|---------------------|------------|

**Classified Personnel**

|      |      |                            |                     |            |
|------|------|----------------------------|---------------------|------------|
| Moua | Seng | Liaison, Home/School Hmong | Balderas Elementary | 10/15/2021 |
|------|------|----------------------------|---------------------|------------|

**LEAVE REQUEST****Certificated Personnel**

|        |       |                        |                   |            |
|--------|-------|------------------------|-------------------|------------|
| Bonnar | Devin | Teacher, Elementary    | Viking Elementary | 10/26/2021 |
| Harris | John  | Teacher, Middle School | Wawona K-8 School | 11/5/2021  |

**Classified Personnel**

|          |        |                           |                 |           |
|----------|--------|---------------------------|-----------------|-----------|
| Anderson | Amanda | Nurse, Vocational License | Health Services | 8/11/2021 |
|----------|--------|---------------------------|-----------------|-----------|

**PROMOTIONS****Classified Personnel**

|                  |           |                                |                             |            |
|------------------|-----------|--------------------------------|-----------------------------|------------|
| Arroyo           | Anthony   | Operator, Equipment I          | Maintenance And Operations  | 11/1/2021  |
| Flores           | Victor    | Paraprof, Mild/Moderate        | eLearn Academy              | 11/3/2021  |
| Gabbani          | Courtney  | Paraprof, Mild/Moderate        | eLearn Academy              | 11/3/2021  |
| Garlarza         | Rey       | Plant Coordinator II           | Wawona Middle School        | 11/1/2021  |
| Gutierrez Toledo | Elizabeth | Liaison, Sch/Community Spanish | Prevention And Intervention | 11/1/2021  |
| Haynes           | Yasmin    | Assistant, Resrce Cnslg        | Edison High School          | 11/10/2021 |
| Jones            | Ashley    | Specialist, Chd Wel & Attnd II | eLearn Academy              | 10/25/2021 |
| Manzo            | Maria     | Assistant, Resrce Cnslg Span   | Edison High School          | 11/3/2021  |
| Martinez         | Abimael   | Paraprof, After Schl/Ext Day   | Homan Elementary            | 11/15/2021 |
| Olivas           | Charles   | Operator, Equipment I          | Maintenance And Operations  | 11/4/2021  |
| Tewuh            | Joans     | Nutrition Services Assistant   | Food Services               | 10/13/2021 |

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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: ADOPT Resolution Proclaiming November 2021 as Sikh Heritage Month**

**ITEM DESCRIPTION:** Included in the Board binders is a resolution proclaiming November 2021, as Sikh Heritage Month.

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

**PREPARED BY:** David Chavez,  
Chief of Staff

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

**CABINET APPROVAL:** David Chavez,  
Chief of Staff

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_  
\_\_\_\_\_



## BOARD OF EDUCATION

Valerie F. Davis, President

Keshia Thomas, Clerk

Claudia Cazares

Genoveva Islas

Elizabeth Jonasson Rosas

Major Terry Slatic USMC (Retired)

Trustee Area 5 (Vacant)

## SUPERINTENDENT

Robert G. Nelson, Ed.D.

### BEFORE THE BOARD OF EDUCATION OF FRESNO UNIFIED SCHOOL DISTRICT OF FRESNO COUNTY, CALIFORNIA

In the Matter of Proclaiming )  
November 2021 Sikh Heritage Month )

**WHEREAS**, Sikhs have been living in the United States for more than 120 years, and during the early 20th century, thousands of Sikh Americans worked on farms, in lumber mills, on the railroads, and in mines, throughout California and the continental US; and

**WHEREAS**, Sikh Americans pursue diverse professions, and make rich contributions to the political, social, cultural and economic vibrancy of the United States, including significant contributions to our nation in agriculture, information technology, small business, the hotel industry, trucking, health, technology; and

**WHEREAS**, Sikh Americans distinguished themselves by fostering respect among all people through faith and service, and a commitment to truth and justice; and

**WHEREAS**, many Sikhs made the United States their home after leaving persecution at the hands of the Indian Government and even facing a genocide in 1984, and Sikhs continue to build new roots, partnerships, and possibilities in the United States; and

**WHEREAS**, Fresno Unified School District is committed to the value of diversity, acceptance, and a culture of mutual understanding, and seeks to afford all residents the opportunity to better understand, recognize and appreciate the rich history and shared experiences of Sikh Americans; and

**WHEREAS**, the Sikh and Punjabi American communities of California continue to make important contributions to our state and nation.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Fresno Unified School District is proclaiming November 2021 as "Sikh Heritage Month".

**ADOPTED November 17, 2021** by the Board of Education of Fresno Unified School District, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Valerie F. Davis, Board President

\_\_\_\_\_  
Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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: Approve Agreement with Fresno Chaffee Zoo, Winter Camp 2021**

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with Fresno Chaffee Zoo to provide enrichment learning opportunities at the zoo during Winter Camp 2021.

Expected Program Outcomes are as follow:

- 180 students in grades K-4 will participate in a three-day Winter Wonders Zoo Camp.
- The camp will offer learning experiences such as a daily tour of the zoo, crafts, activities, games, and a daily program animal presentation.
- Students will share what they learned with their families at Family Day at the Zoo on January 06, 2022.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$19,800 are available in the Extended Learning budget.

**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

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

**CABINET APPROVAL:** Kim Mecum,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**





# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Fresno Chaffee Zoo

894 W. Belmont Ave. Fresno, CA 93728

**Vendor Name**

(559) 498-5915

**Phone Number**

**Address**

Jon Forrest Dohlin

**Vendor Contact**

**From:** December 20, 2021

**Through:** January 6, 2022

**Term (Duration)**

**FUSD Contract Administrator:**

Jeremy Ward

**Name**

Extended Learning/College&Career Readiness (559)248-7465

**Site/ Dept**

**Telephone number**

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

060-7425-0790-1981-5899

**Annual Cost** \$ 19,800.00

(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:

Fresno Chaffee Zoo will provide winter enrichment learning opportunities at the zoo for FUSD students that incorporates small group activities involving arts, crafts, artifacts, and games. Enrichment learning experiences will also include behind-the-scenes adventures at the zoo, art projects, and visits from ambassador zoo animals. Students will be provided with opportunities to interact and learn with each other and with zoo staff/facilitators. Fresno Chaffee Zoo will provide an executive summary report and invoice that contains hours of services provided directly to FUSD students, updates on program elements and new services being added or developed. The Fresno Chaffee Zoo can serve a maximum of 60 students per 3-day camp at a rate of \$78.00 per student per camp during the winter. A Family Day at the Zoo will be included for families of all participating students on January 6, 2022. Passes for two adults and up to four children per family will be provided at a rate of \$32/family.

Date Item is to appear on **Board of Education Agenda:** 11/17/21 **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

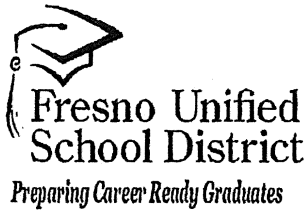
Please return signed contract to:

Dina Lopez

**Name**

College & Career Readiness

**Department**



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Fresno Chaffee Zoo

Contractor's Contact Person: Jon Forrest Dohlin

Contractor's Title: Chief Executive Officer

Contractor's Telephone  
Number: (559) 498-5915

Contractor's E-mail: jdohlin@fresnochaffeezoo.org

Contractor's Address: 894 W. Belmont Ave. Fresno, CA 93728

Contractor's Taxpayer ID# or  
SSN#: 42-1661145

This Independent Contractor Services Agreement is made and entered into effective 12/20/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

#### 1. Contractor Services. Contractor agrees to provide

Fresno Chaffee Zoo will provide winter enrichment learning opportunities at the zoo for FUSD students that incorporates small group activities involving arts, crafts, artifacts, and games. Enrichment learning experiences will also include behind-the-scenes adventures at the zoo, art projects, and visits from ambassador zoo animals. Students will be provided with opportunities to interact and learn with each other and with zoo staff/facilitators. Fresno Chaffee Zoo will provide an executive summary report and invoice that contains hours of services provided directly to FUSD students, updates on program elements and new services being added or developed. The Fresno Chaffee Zoo can serve a maximum of 60 students per 3-day camp at a rate of \$78.00 per student per camp during the winter. A Family Day at the Zoo will be included for families of all participating students on January 6, 2022. Passes for two adults and up to four children per family will be provided at a rate of \$32/family.



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 12/20/21 , and shall terminate on 01/06/22 . 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 \$ 19,800.00 per contract , Not to exceed \$ 19,800.00 . Checks will be made payable to Fresno Chaffee Zoo . 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 [Signature]
- Lodging \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. *\*Receipt Required.*
  - Meals \_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *\*Receipt Required.*
  - Travel \_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
  - Supplies \_\_\_\_\_ As negotiated with school/department contracting for service.
  - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 19,800.00
  - 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 [Signature] District's initials [Signature]
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](mailto: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: Fresno Chaffee Zoo

Name: Jon Forrest Dohlin

Address:

894 W. Belmont Avenue  
Fresno, CA 93728

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**

Fresno Chaffee Zoo

\_\_\_\_\_  
*Jon Forrest Dohlin*  
Name: Jon Forrest Dohlin

\_\_\_\_\_  
Title: Chief Executive Officer

\_\_\_\_\_  
Date

10/19/21

Approved As To Form:

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

\_\_\_\_\_  
Date

11/1/2021

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**AGENDA ITEM A-5**

**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 Artist Jason Esquivel as Part of Winter Session 2021

**ITEM DESCRIPTION:** Included in the Board binders is an agreement with artist Jason Esquivel who will provide mural art experiences to students at six Fresno Unified middle schools during Winter Session 2021. Each camp will have approximately 15 – 20 students.

Expected Program Outcomes are as follow:

- Students in Winter Mural Arts Camp will learn how to plan, cost out, stencil, and paint a mural on their campus.
- Mural will be in a location approved by site leadership and Facilities.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$10,200 are available in the Extended Learning budget

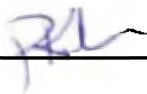
**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

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

**CABINET APPROVAL:** Kim Mecum,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**

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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Jason Esquivel

**Vendor Name**  
(559) 477-9006

**Phone Number**

**From:** December 20, 2021

**Term (Duration)**

**FUSD Contract Administrator:**  
Valerie Martinez

**Name**

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

7569 N. 9th Street Fresno, CA 93720

**Address**  
Jason Esquivel

**Vendor Contact**

**Through:** January 6, 2022

Extended Learning/College & Career Reading (559) 248-7560

**Site/ Dept**

**Telephone number**

060-7425-0790-1981-5899

**Annual Cost** \$ 10,200.00

(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:**

Jason Esquivel will provide Art Camps experiences to students at six FUSD middle schools during Winter Session 2021. Each camp will have approximately 15-20 students per site. The enrichment will consist of learning to stencil art designs with the camp completion project consisting of a complete artwork for a designated location of the school as approved by site administration and facilities.

Date Item is to appear on Board of Education Agenda: 11/17/21 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

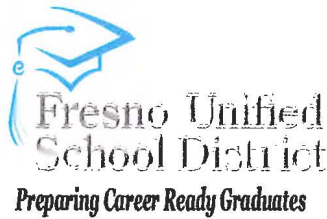
Date

Please return signed contract to:  
Dina Lopez

**Name**

College & Career Readiness

**Department**



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Jason Esquivel

Contractor's Contact Person: Jason Esquivel

Contractor's Title: Owner

Contractor's Telephone  
Number: (559) 477-9006

Contractor's E-mail: jason85creations@outlook.com

Contractor's Address: 7569 N. 9th Street Fresno, CA 93720

Contractor's Taxpayer ID# or  
SSN#: [REDACTED]

This Independent Contractor Services Agreement is made and entered into effective 12/20/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide \_\_\_\_\_

Art Camp for students at six FUSD middle schools. Program will serve 15-20 students per school site. Students will have the opportunity at each camp to learn how to stencil a mural design. Students will work together to paint their site's selected art design onto a designated location as approved by school administration and facilities.

Each camp will consist of 3-4 instructional days during the Extended School Year Winter Program.

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 12/20/21 , and shall terminate on 01/06/22 . 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 \$ 1,700.00 per camp , Not to exceed \$ 10,200.00 . Checks will be made payable to Jason Esquivel . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.
5. Incidental Expenses. ☐ Yes (See below) ☒ No, Vendor initial here                     
  - a. Lodging \_\_\_\_\_ 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): \$ 10,200.00
  - 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                           District's initials
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](mailto: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: Jason Esquivel

*Name:* Jason Esquivel

*Address:*  
7569 N. 9th Street  
Fresno, CA 93720

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

**CONTRACTOR**

Jason Esquivel

\_\_\_\_\_  
*Santino Danisi, Chief Financial Officer*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name:* Jason Esquivel *, Title:* Owner

\_\_\_\_\_  
*Date*

Approved As To Form:

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

\_\_\_\_\_  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 Mindsets Learning, Inc. to Support Winter Camps 2021**

**ITEM DESCRIPTION:** Included in the Board binder is a request to approve an agreement for Mindsets Learning, Inc. The agreement will furnish Fresno Unified with a Common Core State Standard-aligned math program called “Mindsets Learning Challenges” designed to improve educational outcomes for students through authentic real-world learning challenges as part of Winter Camp 2021.

Expected Program Outcomes are as follows:

- Students will improve their understanding of key math concepts in focus areas identified by Curriculum Instruction and Professional Learning through the ten-day Fresno Unified Winter Camp.
- Mindsets Impact Student Data will provide insight into students’ strengths and gaps as they relate to California Assessment of Student Performance Progress Math standards and achievement levels, performance task claims and practices.

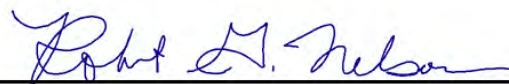
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$141,525 are available in the After School Program budget.

**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

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

**CABINET APPROVAL:** Kim Mecum,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**







# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Mindsets Learning, Inc.

**Vendor Name**

(917) 325-3680

**Phone Number**

**From:** December 1, 2021

**Term (Duration)**

**FUSD Contract Administrator:**

Valerie Martinez

**Name**

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

172 Wayside Road Portola Valley, CA 94028

**Address**

Marissa Di Pasquale

**Vendor Contact**

**Through:** June 30, 2022

Extended Learning/College&Career Readiness (559) 248-7560

**Site/ Dept**

**Telephone number**

060-7425-0790-1981-5899

**Annual Cost** \$ 141,525.00

(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:

Mindsets Learning agrees to furnish FUSD with an evidenced-based math program called "Mindsets Learning Challenges", designed to improve educational outcomes for students via inquiry based, authentic real world learning challenges. This includes: 2550 student licenses, licenses for all FUSD teachers and district staff, entire Challenge Library available for Math plus all Premium Challenges, PD sessions prior to and during FUSD's Winter Session based on a needs assessment, Teacher Guides, and the following reports: Student Completion & Participation by class, school, and district; Impact Study Data aligned to CAASPP Math standards and achievement levels, performance task claims and CCSSM math practices for any three Challenges selected by FUSD for the Winter Session.

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

11/17/21

**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:

Dina Lopez

**Name**

College & Career Readiness

**Department**



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Mindsets Learning, Inc.

Contractor's Contact Person: Marissa Di Pasquale

Contractor's Title: CEO

Contractor's Telephone Number: (917) 325-3680

Contractor's E-mail: marissa@mindsets.com

Contractor's Address: 172 Wayside Road Portola Valley, CA 94028

Contractor's Taxpayer ID# or SSN#: 37 179 7584

This Independent Contractor Services Agreement is made and entered into effective 12/01/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide \_\_\_\_\_

1. Mindsets All Inclusive Gold Plan for 2550 students includes:

Student Licenses

Licenses for all Fresno Teachers, School Leadership + District staff

Entire Challenge Library available for Math + all Premium Challenges + all Premium features

Co-Teaching, Teacher Paced, Student Paced, Student Answer Keys to choose from

Aligned to CCSSM - CA Math Standards

Accessibility Support through Open Reader tool - provides students with language support in 100+ languages and also reading, grammar, read-aloud, line zoom plus more

PD Sessions prior to and during Winter Session based on a needs assessment

Follow up PD Office Hours

Teacher Guides for all Mindsets Challenges

Student Completion & Student Participation Reports available by class, school, and district

Priority Support for Teachers and District Staff

Class and Student Reports accessible online or downloadable

District wide live dashboard with Engagement Data

Letters to parents in English and in Spanish, on request.

2. Mindsets Impact Study Data for any three Challenges selected by FUSD, with one challenge evaluation per student.

The Mindsets Impact Study is an evaluation of students' work with the Mindsets Challenges and the data report presented to Fresno Unified School District. The evaluation and data report is aligned to CAASPP Math standards and achievement levels, performance task claims and CCSSM math practices, and provides insight into students strengths and gaps.



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 12/01/21 , 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 \$ 55.50 per student , Not to exceed \$ 141,525.00. Checks will be made payable to Mindsets Learning, Inc. . 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 g
- Lodging \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. *\*Receipt Required.*
  - Meals \_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *\*Receipt Required.*
  - Travel \_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
  - Supplies \_\_\_\_\_ As negotiated with school/department contracting for service.
  - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 141,525.00
  - 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 g District's initials g
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](mailto: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.

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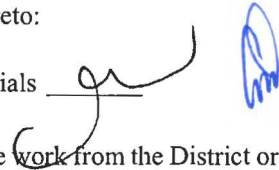


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District's initials



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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.

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District:

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

Contractor: Mindsets Learning, Inc.

*Name:* Marissa Di Pasquale

*Address:*

172 Wayside Road  
Portola Valley, CA 94028

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**

Mindsets Learning, Inc.

\_\_\_\_\_  
*Name: Marissa Di Pasquale , Title: CEO*

\_\_\_\_\_  
*October 13, 2021*  
*Date*

Approved As To Form:

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

\_\_\_\_\_  
*11/1/2021*  
*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 Agreement with Springboard Collaborative**

**ITEM DESCRIPTION:** Included in the Board binders is a request to approve an agreement with Springboard Collaborative. In partnership with the Extended Learning Office, Springboard Collaborative will provide an evidence-based literacy program at ten Fresno Unified sites, serving 450 elementary students in grades one through four.

Expected Program Outcomes are as follow:

- Springboard Collaborative will improve educational outcomes for students by coaching educators and families, providing literacy workshop materials and incentives that reward learning, and implementation consultation.
- Services provided include in-class literacy offerings, workshops training parents to teach reading at home, and professional development for teachers.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$361,500 are available in the After School Program budget.

**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

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

**CABINET APPROVAL:** Kim Mecum,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**

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# Fresno Unified School District Contract Routing Form

*Completed independent contract agreement must be attached*

Springboard Collaborative

2 Penn Center, Ste 1315, 1500 JFK Blvd., Philadelphia, PA 19102

**Vendor Name**  
(415) 269-0162

**Address**  
Aubrey White

**Phone Number**

**Vendor Contact**

**From:** January 1, 2022

**Through:** June 30, 2022

**Term (Duration)**

**FUSD Contract Administrator:**  
Valerie Martinez

Extended Learning/College&Career Readiness: (559) 248-7560

**Name**

**Site/ Dept**

**Telephone number**

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

060-7425-0790-1981-5899

**Annual Cost** \$ 361,500.00

(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:

Springboard Collaborative will provide Fresno Unified with an evidenced-based literacy program, designed to improve educational outcomes for students by coaching educators and families, providing literacy workshop materials and incentives that award learning, and implementation consultation. Services provided include, but are not limited to, in-class literacy offerings with personalized instruction, workshops training parents to teach reading at home, and professional development for teachers. Springboard Collaborative will serve 10 afterschool programs with an expected enrollment of 450 elementary students throughout 10 weeks in the spring semester of 2021/2022 school year. Additional information included in the attached MOU.

Date Item is to appear on Board of Education Agenda:

11/17/21

Agenda Item #

(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed \_\_\_\_\_ Date 10/21/21

Reviewed & approved by Executive Director, Risk Management:

Signed \_\_\_\_\_ Date 11/3/2021

Please return signed contract to:

Dina Lopez

**Name**

College&Career Readiness

**Department**





# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION

School/Department Budget: 060-7425-0790-1981-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Springboard Collaborative

Contractor's Contact Person: Aubrey White

Contractor's Title: President

Contractor's Telephone Number: (415) 269-0162

Contractor's E-mail: j.feinman@springboardcollaborative.org

Contractor's Address: 2 Penn Center, Ste 1315, 1500 JFK Blvd., Philadelphia, PA 19102

Contractor's Taxpayer ID# or SSN#: 45-3719806

This Independent Contractor Services Agreement is made and entered into effective 01/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide

Aw

Springboard Collaborative will provide Fresno Unified with an evidenced-based literacy program, designed to improve educational outcomes for students by coaching educators and families, providing literacy workshop materials and incentives that award learning, and implementation consultation. Services provided include, but are not limited to, in-class literacy offerings with personalized instruction, workshops training parents to teach reading at home, and professional development for teachers. Springboard Collaborative will serve 10 afterschool programs with an expected enrollment of 450 elementary students throughout 10 weeks in the spring semester of 2021/2022 school year. Additional information included in the attached MOU.

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 01/01/22 , 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 \$ 361,500 per contract , Not to exceed \$ 361,500.00 . Checks will be made payable to Springboard Collaborative . 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 AW
- Lodging \_\_\_\_\_ Actual cost of single occupancy. Not to exceed \$100 per night. *\*Receipt Required.*
  - Meals \_\_\_\_\_ Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *\*Receipt Required.*
  - Travel \_\_\_\_\_ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
  - Supplies \_\_\_\_\_ As negotiated with school/department contracting for service.
  - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 361,500.00
  - 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 AW District's initials [Signature]
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](mailto: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.


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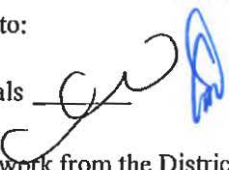
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District:

Ann Loorz  
Purchasing Department  
Fresno Unified School  
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Avenue Fresno, CA 93722

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

Contractor: Springboard Collaborative

*Name:* Aubrey White

*Address:*

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Philadelphia, PA 19102

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

**DISTRICT**

Fresno Unified School District

\_\_\_\_\_  
*Santino Danisi, Chief Financial Officer*

\_\_\_\_\_  
*Date*

**CONTRACTOR**

Springboard Collaborative

DocuSigned by:  
*Aubrey White*  
\_\_\_\_\_  
*Name: Aubrey White* FEC29CA8BC184F3... *Title: President*

October 18, 2021

\_\_\_\_\_  
*Date*

Approved As To Form:

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

*11/3/2021*  
\_\_\_\_\_  
*Date*



## **SPRINGBOARD COLLABORATIVE SERVICE PROVIDER AGREEMENT**

This Service Provider Agreement (this “**AGREEMENT**”) is entered into by **Springboard Collaborative (“Springboard”)**, a non-profit corporation with its registered office at 2 Penn Center, Suite 1160, 1500 JFK Boulevard, Philadelphia, PA, 19102, and **Fresno Unified School District (“Program Provider”)** located at **4120 N. First Street, Fresno, CA 93726**.

### **Background**

**Springboard** closes the literacy gap by closing the gap between home and school. Our best-in-class literacy offerings combine personalized instruction, workshops training parents to teach reading at home, and professional development for teachers. **Springboard** envisions a world in which all children have the requisite literacy skills to access life opportunities.

**Springboard** and **Program Provider** hereby agree as follows:

1. **SCOPE OF SERVICES:** Springboard agrees to furnish **Program Provider** with the following services and other activities as may be requested by **Program Provider** and agreed to by **Springboard** from time to time during the duration of this **AGREEMENT** (collectively “**Services**”), in that **Springboard** will provide **Program Provider** with an evidenced-based literacy program, designed to improve educational outcomes for students by coaching educators and families, providing literacy workshop materials and incentives that award learning, and implementation consultation.
2. **Definitions.**
  - 2.1. “**Program Leader**” means the individual designated by **Program Provider** to lead its program.
  - 2.2. “**Educators**” means the individuals designated by the **Program Provider** conduct instructional program elements.
  - 2.3. “**Springboard Coach**” means the individual provided by **Springboard** to guide, or in certain cases assist, **Program Provider** in the implementation of its program.
  - 2.4. “**Coaching Sessions**” means meetings between the **Springboard Coach** and site-based **Program Leader** to plan and improve implementation of **Springboard Program**.
  - 2.5. “**Data System**” means the data management system provided by **Springboard** that tracks and analyzes all of **Springboard’s** data throughout the **Springboard Program**, including but not limited to student and family demographic information, student reading progress, student and parent attendance, daily family engagement, and educator observations.

- 2.6. **"Family Workshops"** means interactive training sessions led by **Educators** to train parents, guardians, or care-givers about effective strategies for reading with their student and to permit parents, guardians, or care-givers to share their insights and expertise on their student throughout the **Springboard Program**.
- 2.7. **"Springboard Program"** means the support structure developed by **Springboard** that combines targeted reading instruction, family workshops, educator coaching, and incentives to achieve lasting results through **Springboard's Family-Educator Learning Accelerator (FELA) methodology**.
- 2.8. **"FELA Methodology"** refers to **Springboard's** proprietary Family-Educator Learning Accelerators (**FELA**), which helps families set and achieve reading goals with support from educators.
- 2.9. **"Professional Development Materials"** means the protocols and written guides developed and delivered by **Springboard** to train **Educators** on data-driven instruction, effective lesson planning, family communication, and facilitation of **Parent Workshops**.
- 2.10. **"Curricula"** are the proprietary lessons, presentations, and guides designed by **Springboard** as instructional content that drives literacy growth in **Springboard Program**.
- 2.11. **"Program Materials"** means items provided to **Program Provider** and developed by **Springboard**, including but not limited to, **Curricula**, daily lesson guides, **Professional Development Materials**, and incentive materials for students, parents, educators, and **Program Leader**. Only the **Program Materials** listed in Schedule A of this **AGREEMENT** shall constitute the items definitively provided to **Program Provider** ("**Schedule A**").
- 2.12. **"Student Reading Scores"** means reading levels measured by assessment, or some other means of evaluation, as applicable, which can be used to quantify a student's reading progress.
- 2.13. **"Final Day"** of programming is defined as the last calendar date on which instructional activity with students is formally scheduled in the pre-programming calendar.
- 2.14. **"Program Incentives"** refers to tiered rewards students and families tied to achievement in goal-setting cycles during **Springboard Program**.
- 2.15. **E-books** are digitally accessible books and other reading material available to families and **Educators** through a **Springboard** license.
- 2.16. **Growth Goals** are reading targets set through Family-Educator collaboration as a target for reading improvement over the course of **Springboard Program**.

**2.17. Springboard Connect** is a proprietary web-based texting application that serves as a family guide to a virtual **Family-Educator Learning Accelerator**.

### **3. Term.**

**3.1.** The term of this **AGREEMENT** shall be as specified in Schedule B to this **AGREEMENT** ("Schedule B").

### **4. Scope of Work.**

**4.1.** Program components specific to **Springboard** support level are detailed in Schedule C to this **AGREEMENT** ("Schedule C").

#### **4.2. Data Collection.**

**4.2.1.** The **Program Leader** will ensure that **Educators** monitor students' reading progress and daily attendance, input required information into the **Data System**, and administer sign-in protocols for **Family Workshops** during the **Springboard Program**. **Springboard** will share **Student Reading Scores** and the school- and school-level data analysis it compiles with **Program Provider**.

#### **4.3. Confidentiality. Student Data.**

**4.3.1.** All student data shared between **Program Provider** and **Springboard** in support of **Springboard Program** shall be subject to the applicable provisions of federal, state and local laws, rules and regulations pertaining to student records.

**4.3.2.** **Program Provider** permits **Springboard** to disseminate **Student Reading Scores** and student academic information provided by **Program Provider** to directors and employees of **Springboard** for the successful operation of the **Springboard Program**. With the consent of families, **Program Provider** will provide **Student Reading Scores** during the academic school year to **Springboard** as often as the school reading assessment is administered, within seven (7) days of their distribution to families up and until the time a parent or guardian of a student indicates otherwise.

**4.3.3.** **Springboard** reserves the right to present **Student Reading Scores** in the aggregate, without any personal identifying information, to funders and potential funders, student and parent participants, partnering schools and other parties interested in the mission of **Springboard** to to share the aggregate outcomes the **Springboard Program** at **Program Provider**.

### **5. Responsibilities of Program Provider.**

- 5.1. Collaboration with Springboard.** Program Provider will participate in the **Springboard Program** and make its best effort to support successful implementation. This includes granting program staff access to materials and available resources.
- 5.2. Enrollment.** Program Provider will identify and recruit students who will participate in the **Springboard Program**.
- 5.3. Program Provider** will select **Educators** to participate in the **Springboard Program**. **Educators** will be responsible for participating in **Professional Development** and Professional Learning Communities (PLCs), leading student instruction, team-building huddles and **Family Workshops**, and assessing and establishing a baseline and growth goal for every student. **Educators** should commit to the full duration of programming.
- 5.4. Program Provider** will compensate **Educators** for their program-related hours to fulfill responsibilities outlined in section 5.3 of this **AGREEMENT**.
- 5.5. Student Information.** Program Provider will provide to **Springboard** the most current and accurate contact, demographic, and educational information, including whether or not a student has an Individualized Education Program ("IEP"), for student and parent participants. Program Provider will share an enrolled student list including baseline **Student Reading Scores** and demographic information in advance of the first day of **Springboard Program**. If available, Program Provider will provide information regarding reading levels for enrolled students, for any date on which enrolled student reading levels are assessed.
- 5.6. Legal/Regulatory Compliance.** Program Provider is exclusively responsible for ensuring its compliance with all applicable legal and regulatory requirements applicable to the **Program Provider** and this **AGREEMENT**. **Springboard** agrees to comply with all applicable state and federal law relating to student data privacy.
- 5.7. Supplies and Technology.**
  - 5.7.1.** Program Provider will ensure **Educators** and enrolled students have access to necessary technology platforms to actively participate in digital learning. **Springboard** requires that participating families and **Educators** have access to a tablet, smartphone, or laptop and internet accessibility.
  - 5.7.2.** Fulfillment of other requests by **Springboard** will be within the discretion of Program Provider.
- 5.8. Additional Responsibilities of Program Provider**
  - 5.8.1.** Responsibilities of Program Provider specific to the **Springboard Program** support type to be implemented are identified in Schedule A, Schedule B, and Schedule C and are intended to be in addition to those responsibilities outlined in **AGREEMENT**, herein.

6. **Payment Terms and Costs.** The Payment Terms and Costs are specified in Schedule B.
7. **License of Materials.** **Springboard** grants to **Program Provider** a non-exclusive, non-transferrable license to use the **Program Materials** for **Program Provider** or its personnel until the final day of the **Springboard Program**, including any materials provided in electronic form or computer-readable form, for use only in connection with the **Springboard Program** up to and until such time as **Springboard** decides otherwise. All **Springboard** materials used by **Program Provider** shall contain the **Springboard** name and copyright.
8. **Clearances.** **Program Provider** is required to confirm that their staff working for the **Springboard Program** have up-to-date Child Abuse Clearances, State Criminal Record Checks, Federal Bureau of Investigation Criminal History Background Checks, if required by the state law of **Program Provider**, and all other applicable clearances required by the appropriate local governing body, on file with **Program Provider**. **Program Provider** shall provide a statement to **Springboard** affirming that employees have these required clearances, including a list of relevant employees, prior to the commencement of **Springboard Program**.
9. **Intellectual Property.**
  - 9.1. **Copyright.** **Springboard** reserves copyright in all written and electronic materials delivered and developed by **Springboard** pursuant to this **AGREEMENT**, including materials developed by **Springboard** with input from **Program Provider** staff. These materials include, but are not limited to, **Curricula**, lesson plans and instructional material developed by **Springboard** and modified by **Program Provider** staff for the purposes of the **Springboard Program**. These items may not be copied or otherwise reproduced (including through electronic media), except in execution of **Springboard Program**, without the express written permission of the duly authorized representative of **Springboard**.
  - 9.2. **Restrictions.** In no event shall **Program Provider** use or permit others to use the **Program Materials** other than as permitted by **Springboard**. In no event may the **Program Materials** be sublicensed, modified, sold or transferred except as agreed to in writing and signed by **Springboard**.
  - 9.3. **Trademark and Trade Name.** This **AGREEMENT** does not give **Program Provider** any ownership rights or interest in **Springboard's** trade name or trademarks.
  - 9.4. **Confidentiality. Business Data.** **Springboard** and **Program Provider** acknowledge that, in the performance of the work or services under this **AGREEMENT** or in contemplation thereof, it may be necessary for either party to have access to private or confidential information which may be owned or controlled by the other party, in order for the party to perform its duties under this **AGREEMENT**. **Springboard** and **Program Provider** acknowledge that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the other party. Accordingly, **Springboard** and

**Program Provider** will not disclose or use, either during or after the term of this **AGREEMENT**, any proprietary or confidential information of **Program Provider** or **Springboard** without the other party's prior written permission except to the extent necessary to perform services under this **AGREEMENT**.

**9.4.1. Proprietary or confidential information includes:**

**9.4.1.1.** The written, printed, graphic, or electronically recorded materials furnished by **Program Provider** or **Springboard** for use in this program

**9.4.1.2.** Any written or tangible information stamped "confidential", "proprietary, or with a similar legend

**9.4.1.3.** Any information that **Program Provider** or **Springboard** makes a reasonable effort to maintain the secrecy of; and other:

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**9.4.2.** Upon termination of **Springboard's** services to **Program Provider**, or at **Program Provider's** request, **Springboard** shall deliver to **Program Provider** all materials in **Springboard's** possession relating to **Program Provider's** business.

**9.4.3.** Upon termination of **Springboard's** services to **Program Provider**, or at **Springboard's** request, **Program Provider** shall deliver to **Springboard** all materials in **Program Provider's** possession relating to **Springboard's** business.

**9.4.4.** **Springboard** and **Program Provider** acknowledge that any breach or threatened breach of this Confidential Information section of this **AGREEMENT** will result in irreparable harm to the other party for which damages would be an inadequate remedy. Therefore, either party shall be entitled to seek equitable relief, including an injunction, in the event of such breach or threatened breach of the Confidential Information section of this **AGREEMENT**. Such equitable relief shall be in addition to a party's rights and remedies otherwise available at law, and are not subject to the mediation and/or arbitration clause of this **AGREEMENT**.

**10. Independent Contractors.** The employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers' compensation, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death and medical benefits. **Program Provider's** employees who perform the obligations of **Program Provider** hereunder shall be under the employment and ultimate control, management and supervision of **Program Provider**. **Springboard's** employees



who perform the obligations of **Springboard** shall be under the employment and ultimate control, management and supervision of **Springboard**. Nothing herein shall be construed to imply that **Program Provider** and **Springboard** are in a joint venture, partnership or principal-agent relationship, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

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**11. Entire Understanding.** This **AGREEMENT** <sup>and District Agreement</sup> constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.

**12. Modification, Amendment or Addenda.** There shall be no modifications, amendments, or addenda of this **AGREEMENT**, except in writing and signed by the duly authorized representatives of both parties.

**13. Conflict.** In the event of any conflict, ambiguity or inconsistency in contractual terms and conditions between the documents comprising this **AGREEMENT**, the following order shall prevail for purposes of interpretation of this contract: (1) The latest Amendment Agreement; (2) Any Prior Amendment Agreements in reverse order; (3) The Original Service Provider Agreement; (4) Any schedules.

**14. Notices.**

**FOR PROGRAM PROVIDER:**

Connie Cha  
Director, Extended Learning, Fresno Unified School District  
4120 N. First Street  
Fresno, CA 93726  
Phone: (559) 248-7560  
Email: Connie.Cha@fresnounified.org

**FOR SPRINGBOARD:**

Aubrey White  
President, Springboard Collaborative  
2 Penn Center, Suite 1160  
1500 JFK Blvd  
Philadelphia, PA 19102  
Phone: (215) 817-3839  
Email: a.white@springboardcollaborative.org

**15. Force Majeure.** Neither **Springboard** nor **Program Provider** shall be deemed to have breached any provision of **AGREEMENT** as a result of any delay, failure in performance, or suspension or prevention of the performance of any obligation under **AGREEMENT** resulting directly from events beyond either party's reasonable control including, but not limited to fire; flood; weather events; acts of God or other casualties; the laws or actions of any governmental authority; declaration of state emergency; acts of terrorism; or law enforcement activity. In mutual collaboration, **Springboard** and **Program Provider** will either seek to reschedule any

cancelled events at a mutually agreeable date or cancel performance with no penalty if it has not yet been completed.

**16. Dispute Resolution.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in ~~Philadelphia County, Pennsylvania~~ <sup>Fresno California</sup>. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in ~~Philadelphia County, PA~~ <sup>Fresno CA</sup>. The decision of the arbitrator shall be final and legally binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

**17. Indemnification:** <sup>The parties</sup> ~~Program Provider~~ <sup>each other</sup> hereby agrees to indemnify and hold harmless ~~Springboard~~ <sup>their</sup> as well as its Board of Directors, its officers, agents, legal representatives, employees, volunteers, successors, and assigns, from and against any and all losses, liabilities, damages, demands, fees and expenses or causes of actions (whether negligent or intentional), which may incur based upon a breach of any term or condition of this Agreement.

**18. Governing Law.** This AGREEMENT shall be construed to be made and interpreted under the laws of the ~~Pennsylvania~~ <sup>California</sup>.

**19. Severability.** If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

IN WITNESS WHEREOF, and intending to be legally bound, the parties, by their duly authorized representatives, have caused this AGREEMENT to be executed.

**FRESNO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Connie Cha, Director, Extended Learning

**SPRINGBOARD COLLABORATIVE**  
By: \_\_\_\_\_  
Aubrey White  
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October 7, 2021

APPROVED AS TO FORM

  
Andrew De La Torre, Executive Director  
Benefits & Risk Management

*Date*

*Aubrey White, President*

**SCHEDULE A:**

**SPRINGBOARD PROGRAM MATERIALS**

The following list of **Program Materials** shall apply to **AGREEMENT** between **Fresno Unified School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

**A. DEFINITIONS:** This section shall encompass all definitions in the **AGREEMENT**, Schedule B, Schedule C, and as follows:

**A.1. "Guided Reading Books"** means sets of appropriately leveled books (print or electronic) provided to each **School** for use in small group instruction. **Springboard** will provide a rotating set of books, which **School** will supplement with their existing leveled libraries.

**A.2. "Nonfiction Book Set"** means set of appropriately level books provided to each **School** to supplement existing libraries and build student's comprehension skills.

**B. FELA Resources and Tools**

**B.1. Curricula**

**B.1.1. Springboard** will digitally deliver Springboard guided reading lessons, Family Workshop slides with facilitator notes, presentation notetakers, and Reading Tip Sheets via **Slinky**.

**B.1.2. Program Provider** and **Educators** will lose access and permission to use **Professional Development Materials**, **Curricula** and all other **Program Materials** on the final day of **Springboard Program** without express written consent by **Springboard**.

**B.1.3. Curricula**, and other **Program Materials**, are non-transferrable.

**B.1.4. Curricula**, digital and print, may only be disseminated by **Program Provider** to students and **Educators** within the context of the **Springboard Program** only, as governed by this **AGREEMENT**.

**B.2. Program Incentives**



**B.2.1. Springboard will deliver Program Incentives as defined by Springboard to Program Provider at a mutually agreed upon centralized site and stage of Springboard Program.**

**B.2.2. Springboard provides Program Incentives only for each student who earns them by reaching targeted Growth Goals.**

**B.2.3. Program Provider is responsible for receiving Program Incentives and maintaining them in a secure place until distribution. Upon delivery, the liability for any loss of Program Incentives shall be the responsibility of Program Provider.**

**B.2.4. Program Provider is responsible for distributing Program Incentives to families, in a timely fashion, in accord with Growth Goals defined for each student at the outset of programming.**

**B.2.5. Program Provider will return all unearned Program Incentives at the conclusion of Springboard Program.**

**C. Books**

**C.1. Springboard will provide Program Provider with a basic set of Guided Reading Books, a Nonfiction Book Set, and read-aloud texts for the duration of Springboard Program. These are intended as a safety net. Program Provider will supplement with available books to give classrooms the most robust libraries possible.**

**C.2. Educators will be granted access to E-books through a vendor selected by Springboard to accommodate Curricula with leveled reading materials.**

**C.3. Springboard will supply Family Book Packs, curated book sets that families retain to encourage at home reading, to match Enrollment prior to Springboard Program. Program Provider is responsible for distributing Family Book Packs during Springboard Program.**

**C.4. Books will be distributed to a central location agreed upon by Springboard and Program Provider. Upon delivery, the liability for any loss or damage of Books, excluding normal wear-and-tear, shall be the responsibility of Program Provider.**

**C.5. Program Provider must return complete and undamaged, outside of normal wear, Guided Reading Books, and Nonfiction Book Set(s) to Springboard at the conclusion of Springboard Program.**

**D. Additional Springboard Resources**

**D.1. Springboard will supply one student and one parent (adult) t-shirt for each enrolled student, as well as t-shirts for Educators.**

**D.2. Springboard** will provide **Enrollment Coordinators** with marketing materials to recruit students and families.

**SCHEDULE B:**

**PAYMENT AND TERM OF SERVICE CONDITIONS**

The following terms shall apply to **Fresno Unified School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

- A. DEFINITIONS:** This schedule shall encompass all definitions in the **AGREEMENT** (§2), Schedule A, Schedule C, and as follows herein.
- B. TERM:** This section shall encompass the definitions in the foregoing **AGREEMENT** and the following:
- B.1. The AGREEMENT** shall commence on the later date it is signed by both the **Program Provider** and **Springboard** (the "Execution Date") and shall expire 90 days following the end of **Springboard Program**. Both parties may agree to extend the term of the **AGREEMENT** by an addendum (as specified in **AGREEMENT** § 12).
- B.2.** If applicable, **Springboard** will retain the right to collect and retain educational and demographic data from **Program Provider** through the expiration of this **AGREEMENT**.
- C. PRICING INFORMATION:**
- C.1. Program Season:** Winter/Spring 2022
  - C.2. Total Number of Sites:** 10 sites
  - C.3. Expected Enrollment:** 450 students
  - C.4. Support Package Fee (per Site):** \$ 15,000
  - C.5. Student Bundle Fee (per Expected Enrollment):** \$ 470
  - C.6. Expected Total Payment:** \$ 361,500
- D. Enrollment.**
- D.1. Expected Enrollment** means the number of students projected to register in **Springboard Program(s)** as determined by the parties, as specified in Section C.3 of this Schedule B. **Program Provider** agrees to pay **Student Bundle Fee** as defined in C.5 per **Expected Enrollment** defined in C.3.
- D.2. Extra Enrollment** means students in excess of **Expected Enrollment** that attend twenty-five percent (25%) or more of the **Springboard Program(s)** as determined by **Springboard**.
- D.3. Enrollment** means the number of students that attended at least 1 **Springboard Program(s)** session or more of the **Springboard Program(s)** as determined by

**Springboard.** For the purposes of **Total Payment Due, Enrollment** is said to be equal to **Expected Enrollment** upon execution of this **AGREEMENT**, unless adjusted upward for **Extra Enrollment** as noted in D.4 of this Schedule B.

**D.4. Payment Adjustment** shall be added to **Third Payment** and equals **Extra Enrollment** (if applicable) multiplied by the **Student Bundle Fee** in C.5 of this Schedule B.

**E. COSTS.** In support of the **Springboard Program(s)**, **Program Provider** shall pay:

**E.1. Educators:** **Program Provider** hires and is solely responsible for compensating **Educators** for their **Springboard Program** time, including **Professional Development**, home visits/team building huddles, family workshops, student instruction, and PLCs (~140 hours per educator).

**E.2.** Costs associated with digital technology platforms used for implementation, and to ensure that all students have access to requisite technology in **AGREEMENT**, section 5.7.1.

**F. PAYMENTS.**

**F.1. Total Payment** due from **Program Provider** is \$361,500, unless adjusted in accordance with the foregoing paragraph.

**F.2. Invoices.** Except as otherwise provided herein, **Springboard** will send **Program Provider** an invoice for each payment designating the payment due date as Net 30 days. **Program Provider** shall pay **Springboard** in three installments as follows:

**F.2.1.** Upon execution of the **AGREEMENT**, **Program Provider** will be invoiced for **First Payment** (20% of **Total Payment Agreement**), which is non-refundable. **First Payment** is required in order for **Program Provider** to gain access to the **Springboard** products and services described in the **AGREEMENT**. This payment shall be delivered to **Springboard** (i) overnight courier or U.S. Priority Mail via certified check or standard check, or (ii) via ACH payment (preferred).

**F.2.2.** **Program Provider** will be invoiced for **Second Payment** (50% of **Total Payment Agreement**) on the date of the first scheduled **Professional Development** for **Springboard Program** and make **Second Payment** by the designated due date. **Second Payment** is non-refundable.

**F.2.3.** **Program Provider** will be invoiced for **Third Payment** (the remainder of **Total Payment** outstanding, plus **Payment Adjustment**, if applicable) upon **Final Day** of instruction for **Springboard Program** and make **Third Payment** by the designated due date. **Third Payment** is non-refundable.



### **F.3. Consequences of Delinquent Payment - Default**

**F.3.1** If **Program Provider's** payment is more than thirty (30) days late from assigned due date, **Program Provider** will be deemed to be in default (**Default**).

**F.3.2** If in **Default**, **Program Provider** shall pay penalty charges of two percent (2%) per month for every thirty (30) days past the original date of invoice.

**F.3.3** If **Program Provider** is in **Default**, **Springboard** may terminate this **AGREEMENT** immediately.

**F.3.4** In the event of termination as a result of **Default**, **Program Provider** must return any materials or resources received from **Springboard**, upon demand.

**F.3.5** In the event of termination as a result of **Default**, **Program Provider** must assume full responsibility for lost wages to **Program Leader, Educators, and any other Springboard Program staff.**

### **SCHEDULE C:**

#### **SPRINGBOARD PROGRAM COMPONENTS**

The following Scope of Work shall apply to **Fresno Unified School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

A. **DEFINITIONS:** This section shall encompass all definitions in the **AGREEMENT**, Schedule A, Schedule B, and as follows:

A.1. **"Program Leader"** means a person recommended by **Program Provider** and hired by **Springboard** to lead implementation of the **Springboard Program**. The **Program Leader** oversees student reading assessment, **Coaching Sessions**, afterschool reading instruction, and family workshops, ensuring that all classrooms are successful. The **Program Leader** will be hired, trained, employed, and paid by **Springboard**.

B. **Responsibilities of Springboard and Program Provider**

B.1. **Professional Management**

B.1.1. **Springboard** will provide access to a dedicated **Springboard Coach** to support implementation of **Springboard Program** based in **FELA Methodology**.

B.1.2. **Springboard Coach** will host the initial **Springboard Program** planning meeting.

B.1.1. **Springboard**, with input from **Program Provider**, will select a **Program Leader** for each site. **Program Provider** will distribute **Program Leader** job description, recommend candidates, and provide space to conduct interviews.

B.1.2. **Program Provider** will select an **Enrollment Coordinator**, who will be responsible for recruiting students to achieve the **Expected Enrollment** target.

B.1.3. **Program Leader** and **Enrollment Coordinator** will be compensated by **Springboard** at a value defined in a formal offer letter agreement.

B.1.4. **Springboard** will provide **Program Provider** with materials and process to support **Educator** hiring, including job descriptions and offer letters.

B.1.5. **Springboard** will provide **Enrollment Coordinators** with marketing materials to recruit students and families.

B.2. **Professional Development (PD).**

B.2.1. **Springboard Coach** will support the **Program Leader** with leadership development and weekly planning meetings.

B.2.2. Not applicable.

B.2.3. **Coaching Sessions.** During the 5-10-week **Springboard Afterschool** program, the **Program Leader** will conduct twice weekly, 60-minute-long **Coaching Sessions** with **Educators**.

**B.2.4. Pre-Programming. Professional Development** sessions (10 hours for **Springboard Afterschool**) for **Educators** shall be hosted by **Program Provider** and facilitated by **Program Leader** during pre-programming of **Springboard Program**.

**B.2.5. Professional Learning Community sessions (PLCs).** **Educators** shall participate one hour-long weekly Professional Learning Community Sessions for **Springboard Afterschool**. **PLCs** will be hosted by **Program Provider** and facilitated by **Program Leader**.

**B.2.6. Springboard** will grant access to on-demand web-based **Professional Development Materials**.

**B.2.7. Springboard** will train the **Enrollment Coordinator** to recruit students and families.

### **B.3. Data portal and Connect**

**B.3.1. Educators and Program Leader** will access **Curricula** and **Professional Development Materials** and track **Growth Goals** via **Data System**.

**B.3.2. Springboard** will provide credentials for **Springboard Connect** to enrolled families for the duration of **Springboard Program**.

**B.3.3. Program Provider** receives an **Impact Report**, which details site accomplishments including registration, attendance, **Program Incentives** earned, and growth goals met, at a scheduled date after the final day of **Springboard Program**.

**B.3.4. Program Provider** will be responsible for prompt submission of student attendance and assessment data into **Data System**.

**B.3.5. The Program Leader** will ensure that **Educators** monitor student reading progress and daily attendance, input required information into the **Data System**, and administer sign-in protocols for **Family Workshops** during the **Springboard Program**. **Springboard** will share **Student Reading Scores** and the school- and classroom-level data analysis it compiles with **School**.

### **C. Additional Program Provider Responsibilities**

**C.1. Program Provider** will provide educational facilities to host student instruction, **Professional Development**, **PLCs**, and **Family Workshops** for in-person **Springboard Program** at no charge to **Springboard**.

**C.2. Program Provider** will ensure **Educators** have basic classroom materials, including projectors or SmartBoards for each classroom.

**C.3. Program Provider** will provide internet access on premises.

**C.4. Other requests by Springboard** will be within the discretion of **Program Provider**.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 Renewal Agreement with Physmetrics, LLC**

**ITEM DESCRIPTION:** Included in the Board binders is a renewal agreement with Physmetrics to administer chiropractic and acupuncture services on behalf of benefit eligible employees and retirees.

Chiropractic services were first implemented with Physmetrics beginning in February 2009. Acupuncture services were added to the program in May 2014. Both Anthem PPO and Kaiser members are covered by the chiropractic benefit plan. As Kaiser members receive an acupuncture benefit through their medical plan, only Anthem PPO members are covered by the Physmetrics acupuncture plan.

Physmetrics provides a network of contracted providers, negotiates discounts with providers, reports utilization data, and provides cost containment services to the plan in the form of verifying medical necessity.

The renewal agreement provides for services effective January 01, 2022 through December 31, 2022. The cost of services during this renewal period will remain unchanged from current pricing for the duration of the agreement term. The administrative fee for chiropractic services is \$0.95 per eligible plan employee per month and for acupuncture services is \$0.29 per eligible plan employee per month. The total annual cost of services for all enrolled members is approximately \$800,000.

These services are in alignment with the Joint Health Management Board's established goals and responsibilities for providing high quality health care to active employees and retirees.

**FINANCIAL SUMMARY:** Annual estimated cost of \$800,000 is available in the Internal Service Health Fund.

PREPARED BY: Andrew De Le Torre  
Executive Director




DIVISION: Administrative Services  
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Santino Danisi  
Chief Financial Officer



SUPERINTENDENT APPROVAL:





# Fresno Unified School District Contract Routing Form

*Completed independent contract agreement must be attached*

Physmetrics, LLC

**Vendor Name**

**Phone Number**

**From:** January 1, 2022

**Term (Duration)**

**FUSD Contract Administrator:**

Andrew DeLaTorre

*Name*

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

**Annual Cost** \$ 800,000.00

(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:**

Physmetrics to administer chiropractic and acupuncture services on behalf of benefits eligible employees and retirees.

PO BOX 25220 Fresno, CA 93729

**Address**

Jeremy Oswald

**Vendor Contact**

**Through:** December 31, 2022

Benefits & Risk Management

457-3562

*Site/ Dept*

*Telephone number*

670-0841-0880-0000-6000-5852

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

10/27/2021

**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:

Mai Moua

*Name*

Benefits & Risk Management

457-3562

*Department*



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 Addendum to the Center for Advanced Research and Technology Operating Agreement

**ITEM DESCRIPTION:** Included in the Board binders is an Addendum to the Operating Agreement between Fresno Unified School District, Clovis Unified School District, and the Center for Advanced Research and Technology (CART) to replace classroom chairs.

The Addendum requires approval from all agencies (Fresno Unified, Clovis Unified, and CART) in order to be fully executed.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$120,444 will be supported with one-time stimulus funds.

**PREPARED BY:** Kim Kelstrom

Executive Officer



**DIVISION:** Administrative Services

**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Santino Danisi

Chief Financial Officer



**SUPERINTENDENT APPROVAL:**



**ADDENDUM TO CART OPERATING AGREEMENT  
(Student Chair Refresh)**

**THIS ADDENDUM** (“Addendum”) to the CART Operating Agreement dated March 25, 2015 (“Operating Agreement”), is made and entered into as of November 17, 2021, between **FRESNO UNIFIED SCHOOL DISTRICT** and **CLOVIS UNIFIED SCHOOL DISTRICT**, each, a “District,” and hereinafter collectively referred to as “the Districts,” and the **CENTER FOR ADVANCED RESEARCH AND TECHNOLOGY**, hereinafter referred to as “CART.” The Districts and CART are collectively referred to hereinafter as “the Parties.”

The following provisions are added to the Operating Agreement:

**RECITALS**

WHEREAS, the Parties have entered into the Operating Agreement to provide for the operation of CART’s facilities and programs, including administration, routine maintenance, telecommunications and internet services; and

WHEREAS, the Operating Agreement does not currently provide for major maintenance, repair or replacement of CART facilities, additions to existing CART facilities, major purchases, or other expenses and expenditures outside of the Operating Agreement; and

WHEREAS, the Parties desire to provide for the funding of such major maintenance, repair or replacement of CART facilities, additions to existing CART facilities, major purchases, or other expenses and expenditures that arise from time to time and are outside of the Operating Agreement; and

WHEREAS, the need has arisen to replace student chairs purchased when the site was opened, hereinafter referred to as “Student Chair Refresh,” for the benefit of CART’s facilities and operations; and

WHEREAS, the Parties estimate that the total cost for the Replacement will be Two Hundred Forty Thousand, Eight Hundred and Eighty-Eight Dollars (\$240,888).

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Funding of Replacement.**

The Districts agree to each contribute their respective share of the costs of the Student Chair Refresh, in the amount of a contribution of One Hundred Twenty Thousand, Four Hundred and Forty-four Dollars (\$120,444) from each District. Each District shall contribute its share of the cost stated above to be received by CART no later than December 15, 2021.

2. **CART Account.** CART shall deposit the funds received from each District pursuant to Section 1 in an account dedicated to the payment for the Replacement, unless the Parties agree that the funds shall be deposited in a different account. CART shall use the funds received pursuant to this Addendum for the purpose of procuring the Replacement, including related administrative costs, if any, and for no other purpose. If the amount of

funds received by CART pursuant to Section 1 is insufficient to fully fund the Chair Refresh, the Districts shall mutually agree to either: (1) contribute equal amounts of such additional funds as are needed to complete the Replacement; or (2) instruct CART to re-bid, modify or cancel the Replacement. If the additional funds required are 10% or more of the estimated cost, the Districts and CART will have an opportunity for their respective Boards to consider and approve the additional funds. If any funds remain in the dedicated account after all costs related to the Replacement have been fully paid, CART shall return the remaining funds to the Districts equitably, based on each District's contribution, no later than 30 days after the completion of the Replacement.

3. Amendment. The terms of this Addendum shall not be amended in any manner except by written agreement signed by the parties.
4. Authorization. The individuals signing below represent that they are authorized to sign on behalf of this district/CART and to commit their district/CART to the obligations included here. The individuals signing below will insure that the necessary steps are taken to perform the obligations in a timely manner.
5. Other Terms. All other terms and provisions of the Operating Agreement shall remain in full force and effect for the current term of the Operating Agreement and each renewal term of the Operating Agreement thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California, on the date first above written.

**CLOVIS UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 1450 Herndon Avenue  
Clovis, CA 93611

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**FRESNO UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Printed Name: Santino Danisi

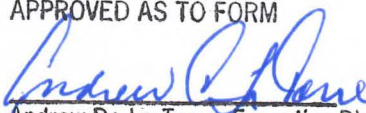
Title: Chief Financial Officer

Address: 2309 Tulare Street  
Fresno, CA 93721

Phone: (559) 457-6226

Email: santino.danisi@fresnounified.org

APPROVED AS TO FORM



Andrew De La Torre, Executive Director  
Benefits & Risk Management



**CENTER FOR ADVANCED RESEARCH AND TECHNOLOGY**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: 2555 Clovis Avenue  
Clovis, CA 93612

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 Amendment to the Agreement for the California Teaching Fellows Foundation

**ITEM DESCRIPTION:** Included in the Board binders is an amendment for The California Teaching Fellows Foundation (CTFF) agreement. Language regarding the after-school program tutoring services did not include Unit 7425 for the expansion of after-school programs. The request is to increase the contract amount by \$300,000 to account for increased tutoring services in the after-school expansion.

**Expected Program Outcomes:**

- CTFF will identify, recruit, and hire additional trained tutors to work with Fresno Unified elementary and secondary After-School Programs for the 180 instructional days on the 2021/22 academic calendar.
- The additional tutoring staff will help decrease the wait list in after-school programs.

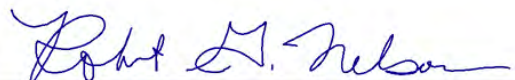
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$300,00 are available in the After-School Program budget.

**PREPARED BY:** Jeremy Ward,  
Assistant Superintendent

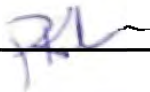
**DIVISION:** Instructional Division  
**PHONE NUMBER:** (559) 457-3731

**CABINET APPROVAL:** Kim Mecum,  
Chief Academic Officer

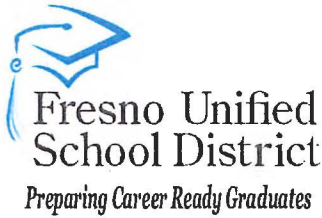
**SUPERINTENDENT APPROVAL:**



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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

California Teaching Fellows Foundation

575 E. Locust #302, Fresno, CA 93720

**Vendor Name**  
559-224-9200

**Address**  
Mike Snell

**Phone Number**

**Vendor Contact**

**From:** August 16, 2021

**Through:** June 9, 2022

**Term (Duration)**

**FUSD Contract Administrator:**  
Jeremy Ward

College & Career Readiness - Extended Lean 559-248-7465

**Name**

**Site/ Dept**

**Telephone number**

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

060-various dept-6010, 0752, 7425, & 4124-1981-4000-5899

**Annual Cost** \$ 1,972,000.00

(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:

California Teaching Fellows Foundation (CTFF) will provide trained staff to work with Fresno Unified School District (FUSD) elementary and secondary After School Programs for the 180 instructional days on the FUSD 2021-2022 calendar. At the elementary level, CTFF staff responsibilities include student supervision, intervention classes, homework support, physical activities, and enrichment classes. At the secondary level, CTFF staff will lead enrichment activities, provide student supervision and homework support. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring (FPM), CTFF staff must meet same education requirements as After School Paraprofessionals in FUSD including being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified.

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

11/17/21

**Agenda Item #**

(Contracts of \$15,000.00 or more)

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

*[Signature]*  
Signed

10/19/21  
Date

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

*[Signature]*  
Signed

11/1/2021  
Date

Please return signed contract to:  
Dina Lopez

**Name**

College & Career Readiness

**Department**



**BOARD OF EDUCATION**

Valerie F. Davis, President  
Keshia Thomas, Clerk  
Claudia Cazares  
Genoveva Islas  
Elizabeth Jonasson Rosas  
Major Terry Sistic USMC (Retired)  
Trustee Area 5 (Vacant)

**SUPERINTENDENT**

Robert G. Nelson, Ed.D.

September 27, 2021

**Amendment to an Existing Contract**

This contract amendment is in reference to a contract agreement dated June 16, 2021, between the California Teaching Fellows Foundation and Fresno Unified School District for the services of providing trained after school site staff. The Parties hereby mutually agree to modify the total amount of the contract to include an additional \$300,000.00 to increase tutoring services as part of the expansion in after school programs.

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this stated addendum.

By California Teaching Fellows Foundation

Signature Mike Sneh

Mike Sneh Date 10/10/21  
Print Name

By Fresno Unified School District

Signature \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_  
Print Name

APPROVED AS TO FORM

Andrew De La Torre 11/1/2021  
Andrew De La Torre, Executive Director  
Benefits & Risk Management



# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

California Teaching Fellows Foundation

575 E. Locust #302, Fresno, CA 93720

**Vendor Name**

**Address**

559-224-9200

Mike Snell

**Phone Number**

**Vendor Contact**

**From:** August 16, 2021

**Through:** June 9, 2022

**Term (Duration)**

**FUSD Contract Administrator:**

College & Career Readiness- Extended Learn 559-248-7465

Jeremy Ward

**Site/ Dept**

**Telephone number**

**Name**

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

060-various dept-6010, 0752, & 4124-1981-4000-589

**Annual Cost** \$ 1,672,000.00 (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:

California Teaching Fellow Foundation (CTFF) will provide up to 124 trained staff to work with Fresno Unified School District (FUSD) elementary and secondary After School Programs for the 180 instructional days on the FUSD 2021-2022 calendar at billing rate of \$20.46 per hour per CTFF tutor staff and \$23.98 for CTFF Assistant Lead staff for a maximum of 4 hours per day. At the elementary level, CTFF staff responsibilities will include student supervision, intervention classes, homework support, physical activities, and enrichment classes. At the secondary level, CTFF staff will lead enrichment activities, provide student supervision and homework support. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, California Teaching Fellows Foundation staff must meet same education requirements as After School Paraprofessionals in FUSD including being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified.

Date Item is to appear on Board of Education Agenda:

Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Signed Date 4/6/21

Reviewed & approved by Executive Director, Risk Management:

Signed Date 4/25/2021

Please return signed contract to:

Dina Lopez

College & Career Readiness

**Name**

**Department**





# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION College & Career Readiness- Extended Learning

School/Department Budget: 060-various dept-6010, 0752, & 4124-1981-4000-589

District Contact Person: Jeremy Ward

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: California Teaching Fellows Foundation

Contractor's Contact Person: Mike Snell

Contractor's Title: CEO

Contractor's Telephone Number: 559-224-9200

Contractor's E-mail: mike@ctff.us

Contractor's Address: 575 E. Locust #302, Fresno, CA 93720

Contractor's Taxpayer ID# or SSN#: 20-0359353

This Independent Contractor Services Agreement is made and entered into effective 08/16/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor") California Teaching Fellow.

### 1. Contractor Services. Contractor agrees to provide MS

California Teaching Fellow Foundation (CTFF) will provide 124 Every Student Succeeds Act (ESSA) compliant and trained staff to work with Fresno Unified School District (FUSD) elementary and secondary After School Programs for the 180 instructional days on the FUSD 2021-2022 calendar at billing rate of \$20.46 per hour per CTFF tutor staff and \$23.98 for CTFF Assistant Lead for a maximum of 4 hours per day. At the elementary level, CTFF staff responsibilities will include student supervision, intervention classes, homework support, physical activities, and enrichment classes. At the secondary level, CTFF staff will lead enrichment activities, provide student supervision and homework support. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed.

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 08/16/21, and shall terminate on 06/09/22. 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 \$ 20.46 per hour, not to exceed \$ 1,672,000. Checks will be made payable to California Teaching Fellows 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 MS

- 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): \$ 1,672,000.
- f. Other \_\_\_\_\_

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

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

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

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

10. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(rcn) 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 MS

District's initials [Signature]

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](mailto: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 MS

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:

Edward Collins  
Purchasing Department  
Fresno Unified School District  
4498 N. Brawley Avenue  
Fresno, CA 93722

Contractor: California Teaching Fellows Foundation

Name: Mike Snell

Address:

575 E. Locust #302, Fresno, CA  
93720

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



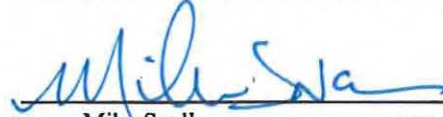
*Santino Danisi, Chief Financial Officer*

Jun 29, 2021

*Date*

**CONTRACTOR**

California Teaching Fellows Foundation



*Name:* Mike Snell

*Title:* CEO

4/5/2021

*Date*

Approved As To Form:



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

4/25/2021

*Date*

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 Award of Bid 22-04, Fresh Organic Produce**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 22-04, to establish fixed pricing of fresh organic produce for the district's breakfast, lunch and super snack meal programs. Fresh organic fruits and vegetables will be delivered and incorporated into meals prepared at the Nutrition Center and reimbursed through the U.S. Department of Agriculture and the California Department of Education.

The request for bids was lawfully advertised on September 07 and 14, 2021. Notifications were sent to 47 vendors, and the district received one response. The bid was opened on October 06, 2021. The initial term for this agreement is from November 18, 2021 to December 30, 2022 with the option to extend for two additional one-year periods. Staff recommends award to the lowest responsive, responsible bidder:

Items 65, 66, 67, 71, 72, 73, 74, 75, 76 Food 4 Thought, LLC (Fresno, CA) \$9,050 estimated

Due to supply concerns, the vendor participation on this bid was less than anticipated. Staff will continue to actively reach out to local growers and suppliers utilizing micro and small purchase procurement methods. If Food 4 Thought is able to provide produce beyond the volume indicated in the bid, it is likely the district's annual expenditure will exceed the amount estimated. Fresno Unified received a two-year \$350,000 grant to support the purchase of California grown organic fruits and vegetables.

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

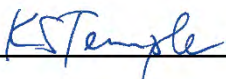
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$9,050 are available in the Cafeteria Fund.

PREPARED BY: Amanda Harvey,  
Director, Nutrition Services., and Ann Loorz,  
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,  
Chief Operating Officer

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT  
 BID PRICING SHEET  
 Bid 22-04, FRESH ORGANIC PRODUCE

Bid Due Date: October 6, 2021 prior to 2:01 pm

Buyer: Barbara Stewart

| LINE<br>ITEM # | DESCRIPTION<br>ALL PRODUCT BID MUST BE USDA CERTIFIED ORGANIC<br>ALL PRODUCT TO BE INDIVIDUALLY WRAPPED (IW) WITH THE EXCEPTION OF WHOLE FRUITS | VENDOR INVOICE DESCRIPTION | ESTIMATED<br>ANNUAL USDA<br>ORGANIC<br>SERVINGS | CASE<br>COUNT | COST<br>PER<br>CASE | EXTENDED<br>COST PER<br>CASE | AVAILABLE<br>LOCALLY<br>(Y or N) | DOMESTIC<br>(Y or N) | ORIGIN<br>(If Domestic,<br>name State<br>Sourced) |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------|---------------|---------------------|------------------------------|----------------------------------|----------------------|---------------------------------------------------|
| 1              | Apple Slices, Red, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                            | No Bid                     | 220,000                                         |               |                     |                              |                                  |                      |                                                   |
| 2              | Bell Pepper, Orange Julian Cut, 1/4 Cup Equiv. Serving USDA Certified Organic, IW                                                               | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 3              | Blueberries, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                  | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 4              | Blueberries 1/4 Cup & Strawberries 1/4 Cup = 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                  | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 5              | Broccoli Florets, 1/2 Cup & Cherry Tomato 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic                                                 | No Bid                     | 2,000                                           |               |                     |                              |                                  |                      |                                                   |
| 6              | Broccoli Florets, 1/2 Cup & Cherry Tomato 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                           | No Bid                     | 35,000                                          |               |                     |                              |                                  |                      |                                                   |
| 7              | Broccoli Florets, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                             | No Bid                     | 105,000                                         |               |                     |                              |                                  |                      |                                                   |
| 8              | Broccoli Florets, 1/4 Cup Equiv. Serving USDA Certified Organic, IW                                                                             | No Bid                     | 10,000                                          |               |                     |                              |                                  |                      |                                                   |
| 9              | Broccoli Florets, 1/4 Cup Grape & Tomato 1/2 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                            | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 10             | Cantaloupe Chunks, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                            | No Bid                     | 100,000                                         |               |                     |                              |                                  |                      |                                                   |
| 11             | Cantaloupe Chunks, 1/4 Cup & Honeydew Chunks 1/4 Cup = 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                        | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 12             | Cantaloupe Chunks, 1/4 Cup & Red Grape 1/4 Cup = 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                              | No Bid                     | 6,500                                           |               |                     |                              |                                  |                      |                                                   |
| 13             | Carrot, Baby, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                 | No Bid                     | 120,000                                         |               |                     |                              |                                  |                      |                                                   |
| 14             | Carrot, Baby, 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                                                                 | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 15             | Celery Stick 2" 1/2 Cup & Grape Tomato 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                              | No Bid                     | 60,000                                          |               |                     |                              |                                  |                      |                                                   |
| 16             | Celery Stick 2" Cut 1/2 Cup & Cucumber Coin, 1/2 Cup, 1 Cup Equiv. Serving USDA Certified Organic, IW                                           | No Bid                     | 7,000                                           |               |                     |                              |                                  |                      |                                                   |
| 17             | Celery Stick 2" Cut 1/2 Cup & Cucumber Coin, 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                        | No Bid                     | 30,000                                          |               |                     |                              |                                  |                      |                                                   |
| 18             | Celery Stick 2" Cut 1/2 Cup & Grape Tomato 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                                            | No Bid                     | 3,000                                           |               |                     |                              |                                  |                      |                                                   |
| 19             | Celery Stick 2" Cut 1/2 Cup & Orange Bell Pepper Strips 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                               | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 20             | Celery Stick 2" Cut 1/2 Cup & Orange Bell Pepper Strips 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                             | No Bid                     | 4,500                                           |               |                     |                              |                                  |                      |                                                   |
| 21             | Celery Stick 2" Cut 1/2 Cup & Red Bell Pepper Strips 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                                  | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 22             | Celery Stick 2" Cut 1/2 Cup & Red Bell Pepper Strips 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                | No Bid                     | 9,000                                           |               |                     |                              |                                  |                      |                                                   |
| 23             | Celery Sticks 2" Cut 1/2 Cup & Cherry Tomato 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                        | No Bid                     | 4,000                                           |               |                     |                              |                                  |                      |                                                   |
| 24             | Celery Sticks 2" Cut 1 Cup Equiv. Serving USDA Certified Organic, IW                                                                            | No Bid                     | 4,500                                           |               |                     |                              |                                  |                      |                                                   |
| 25             | Celery Sticks 2" Cut 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                          | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 26             | Celery Sticks 2" Cut 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                                                          | No Bid                     | 19,000                                          |               |                     |                              |                                  |                      |                                                   |
| 27             | Cucumber Coin 1/2 Cup & Celery Stick 2" Cut 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                         | No Bid                     | 35,000                                          |               |                     |                              |                                  |                      |                                                   |
| 28             | Cucumber Coin 1/2 Cup & Grape Tomato 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                                                  | No Bid                     | 1,500                                           |               |                     |                              |                                  |                      |                                                   |
| 29             | Cucumber Coins 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                | No Bid                     | 9,000                                           |               |                     |                              |                                  |                      |                                                   |
| 30             | Cucumber Coins 1/2 Cup & Grape Tomato 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                                                 | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 31             | Cucumber Coins 1/2 Cup & Grape Tomato 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                               | No Bid                     | 23,000                                          |               |                     |                              |                                  |                      |                                                   |
| 32             | Cucumber Coins 1/2 Cup & Orange Bell Pepper Strip 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                                     | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 33             | Cucumber Coins 1/2 Cup & Orange Bell Pepper Strip 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                   | No Bid                     | 7,000                                           |               |                     |                              |                                  |                      |                                                   |
| 34             | Cucumber Coins 1/2 Cup & Red Bell 1/4 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                                   | No Bid                     | 12,000                                          |               |                     |                              |                                  |                      |                                                   |
| 35             | Cucumber Coins 1/4 Cup Equiv. Serving USDA Certified Organic, IW                                                                                | No Bid                     | 16,000                                          |               |                     |                              |                                  |                      |                                                   |
| 36             | Cucumber Coins 1/4 Cup & Red Bell Peppers Strips 1/2 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                    | No Bid                     | 4,000                                           |               |                     |                              |                                  |                      |                                                   |
| 37             | Grape Tomato 1/2 Cup & Cucumber Coin 1/4 Cup, 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                                 | No Bid                     | 7,500                                           |               |                     |                              |                                  |                      |                                                   |
| 38             | Grapes, Green 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                 | No Bid                     | 500                                             |               |                     |                              |                                  |                      |                                                   |
| 39             | Grapes, Red, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                  | No Bid                     | 70,000                                          |               |                     |                              |                                  |                      |                                                   |
| 40             | Honeydew Chunks 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                               | No Bid                     | 67,000                                          |               |                     |                              |                                  |                      |                                                   |
| 41             | Jicama Chunk 1/2 Cup & Red Bell Pepper 1/4 Cup = 3/4 CUP Equiv. Serving USDA Certified Organic, IW                                              | No Bid                     | 50,000                                          |               |                     |                              |                                  |                      |                                                   |
| 42             | Jicama Chunks 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                 | No Bid                     | 16,500                                          |               |                     |                              |                                  |                      |                                                   |
| 43             | Jicama Chunks 1/2 Cup & Grape Tomato 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                                                  | No Bid                     | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 44             | Jicama Chunks 1/2 Cup & Grape Tomato 1/4 Cup = 3/4 CUP Equiv. Serving USDA Certified Organic, IW                                                | No Bid                     | 1,500                                           |               |                     |                              |                                  |                      |                                                   |
| 45             | Jicama Chunks 1/2 Cup, Orange Bell Pepper 1/4 Cup, 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                            | No Bid                     | 10,000                                          |               |                     |                              |                                  |                      |                                                   |

| LINE<br>ITEM # | DESCRIPTION<br>ALL PRODUCT BID MUST BE USDA CERTIFIED ORGANIC<br>ALL PRODUCT TO BE INDIVIDUALLY WRAPPED (IW) WITH THE EXCEPTION OF WHOLE FRUITS | VENDOR INVOICE DESCRIPTION                                            | ESTIMATED<br>ANNUAL USDA<br>ORGANIC<br>SERVINGS | CASE<br>COUNT | COST<br>PER<br>CASE | EXTENDED<br>COST PER<br>CASE | AVAILABLE<br>LOCALLY<br>(Y or N) | DOMESTIC<br>(Y or N) | ORIGIN<br>(If Domestic,<br>name State<br>Sourced) |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------|---------------|---------------------|------------------------------|----------------------------------|----------------------|---------------------------------------------------|
| 46             | Jicama Chunks 1/2 Cup & Orange Bell Pepper Strips 1/2 Cup = 1 Cup Equiv Serv USDA Certified Organic, IW                                         | No Bid                                                                | 4,000                                           |               |                     |                              |                                  |                      |                                                   |
| 47             | Jicama Chunks 1/2 Cup, Red Bell Pepper Strips 1/2 Cup, 1 Cup Equiv Serv USDA Certified Organic, IW                                              | No Bid                                                                | 4,000                                           |               |                     |                              |                                  |                      |                                                   |
| 48             | Jicama Chunks w/Lemon Wedge, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                  | No Bid                                                                | 7,500                                           |               |                     |                              |                                  |                      |                                                   |
| 49             | Kiwi Quarters 1/2 Cup, Serving USDA Certified Organic, IW                                                                                       | No Bid                                                                | 50,000                                          |               |                     |                              |                                  |                      |                                                   |
| 50             | Orange Wedges 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                 | No Bid                                                                | 6,000                                           |               |                     |                              |                                  |                      |                                                   |
| 51             | Pear Slices, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                  | No Bid                                                                | 42,000                                          |               |                     |                              |                                  |                      |                                                   |
| 52             | Romaine Chopped 1 Cup, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                        | No Bid                                                                | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 53             | Romaine Chopped 1/2 Cup & Grape Tomato 1/2 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                              | No Bid                                                                | 42,000                                          |               |                     |                              |                                  |                      |                                                   |
| 54             | Romaine Chopped 1 Cup, & Grape Tomato 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                                                 | No Bid                                                                | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 55             | Strawberries, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                 | No Bid                                                                | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 56             | Tomato Cherry 1/4 Cup Equiv. Serving USDA Certified Organic, IW                                                                                 | No Bid                                                                | 4,000                                           |               |                     |                              |                                  |                      |                                                   |
| 57             | Tomato Grape 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                                  | No Bid                                                                | 2,000                                           |               |                     |                              |                                  |                      |                                                   |
| 58             | Tomato Grape 1/4 Cup Equiv. Serving USDA Certified Organic, IW                                                                                  | No Bid                                                                | 23,000                                          |               |                     |                              |                                  |                      |                                                   |
| 59             | Watermelon Chunks 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                             | No Bid                                                                | 100,000                                         |               |                     |                              |                                  |                      |                                                   |
| 60             | Zucchini Coins 1/2 Cup & Grape Tomato 1/2 Cup = 1 Cup Equiv. Serving USDA Certified Organic, IW                                                 | No Bid                                                                | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 61             | Zucchini Coins 1/2 Cup, Grape Tomato 1/4 Cup, 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                                 | No Bid                                                                | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 62             | Zucchini Coins 1/4 Cup Equiv. Serving USDA Certified Organic, IW                                                                                | No Bid                                                                | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 63             | Zucchini Coins 1/4 Cup & Grape Tomato 1/2 Cup = 3/4 Cup Equiv. Serving USDA Certified Organic, IW                                               | No Bid                                                                | 5,000                                           |               |                     |                              |                                  |                      |                                                   |
| 64             | Zucchini Coins, 1/2 Cup Equiv. Serving USDA Certified Organic, IW                                                                               | No Bid                                                                | 3,000                                           |               |                     |                              |                                  |                      |                                                   |
| 65             | Whole Fruit, Apple, Fuji, Medium, USDA Certified Organic                                                                                        | Whole Fruit, Apple, Fuji, Medium, USDA Certified Organic              | 1,000                                           | 11            | \$ 22.44            | \$ 246.84                    | Y                                | Y                    | CALIFORNIA                                        |
| 66             | Whole Fruit, Apple, Gala, Medium, USDA Certified Organic                                                                                        | Whole Fruit, Apple, Gala, Medium, USDA Certified Organic              | 1,000                                           | 11            | \$ 22.83            | \$ 251.13                    | Y                                | Y                    | CALIFORNIA                                        |
| 67             | Whole Fruit, Apple, Granny Smith, Medium, USDA Certified Organic                                                                                | Whole Fruit, Apple, Granny Smith, Medium, USDA Certified Organic      | 1,000                                           | 11            | \$ 22.83            | \$ 251.13                    | Y                                | Y                    | CALIFORNIA                                        |
| 68             | Whole Fruit, Apple, Red, Medium, USDA Certified Organic                                                                                         | No Bid                                                                |                                                 |               |                     |                              |                                  |                      |                                                   |
| 69             | Whole Fruit, Banana, Petite Green Tip, Banana Range, USDA Certified Organic                                                                     | No Bid                                                                |                                                 |               |                     |                              |                                  |                      |                                                   |
| 70             | Whole Fruit, Banana, Regular Green Tip, Banana Range, USDA Certified Organic                                                                    | No Bid                                                                |                                                 |               |                     |                              |                                  |                      |                                                   |
| 71             | Whole Fruit, Mandarin 1/2 Cup Equiv. Serving, USDA Certified Organic                                                                            | Whole Fruit, Mandarin 2 inch Equiv. Serving, USDA Certified Organic   | 10,000                                          | 77            | \$ 24.96            | \$ 1,921.92                  | Y                                | Y                    | CALIFORNIA                                        |
| 72             | Whole Fruit, Nectarine 1/2 Cup Equiv. Serving, USDA Certified Organic                                                                           | Whole Fruit, Nectarine 1/2 Cup Equiv. Serving, USDA Certified Organic | 5,000                                           | 60            | \$ 20.65            | \$ 1,239.00                  | Y                                | Y                    | CALIFORNIA                                        |
| 73             | Whole Fruit, Peach 1/2 Cup Equiv. Serving, USDA Certified Organic                                                                               | Whole Fruit, Peach 1/2 Cup Equiv. Serving, USDA Certified Organic     | 5,000                                           | 60            | \$ 20.65            | \$ 1,239.00                  | Y                                | Y                    | CALIFORNIA                                        |
| 74             | Whole Fruit, Plum 1/2 Cup Equiv. Serving, USDA Certified Organic                                                                                | Whole Fruit, Plum 2 inch Equiv. Serving, USDA Certified Organic       | 5,000                                           | 39            | \$ 25.48            | \$ 993.72                    | Y                                | Y                    | CALIFORNIA                                        |
| 75             | Whole Fruit, Pluot 1/2 Cup Equiv. Serving, USDA Certified Organic                                                                               | Whole Fruit, Pluot 2 inch Equiv. Serving, USDA Certified Organic      | 5,000                                           | 39            | \$ 24.83            | \$ 968.37                    | Y                                | Y                    | CALIFORNIA                                        |
| 76             | Whole Fruit, Tangerine 1/2 Cup Equiv. Serving, USDA Certified Organic                                                                           | Whole Fruit, Tangerine 2 inch Equiv. Serving, USDA Certified Organic  | 10,000                                          | 74            | \$ 26.19            | \$ 1,938.06                  | Y                                | Y                    | CALIFORNIA                                        |

Total Award Amount

\$ 9,049.17

Staff recommends award to the lowest responsive, responsible bidder:

Food 4 Thought L.L.C. \$ 9,049 for bid lines 65,66,67,71,72,73,74,75,76

No Bid Items lines 1-65, 68-70



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 Award of Bid 22-14, Ahwahnee Middle School Locker Room Heating Replacement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 22-14, to replace the existing gas-fired heaters in the Boys and Girls Locker Rooms with new forced air heaters. The existing equipment is more than 20 years old, requiring frequent repairs, and replacement parts are difficult to obtain. The new equipment is more energy efficient resulting in lower cost of operation.

The request for bids was lawfully advertised on September 22, 2021. Notifications were sent to 39 firms plus five construction trade publications, and the district received one response. Bids were opened on October 08, 2021. Staff recommends award to the lowest responsive, responsible bidder:

Strategic Mechanical Inc. (Fresno, California) \$275,500

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

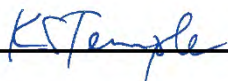
FINANCIAL SUMMARY: Sufficient funds in the amount of \$275,000 are available in the Measure M Fund.

PREPARED BY: Ann Loorz,  
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,  
Chief Operating Officer

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-14, AHWAHNEE MIDDLE SCHOOL LOCKER ROOM HEATING REPLACEMENT

Bid Opening Date: October 8, 2021 prior to 2:01 P.M.

Buyer: Toni Jorge

| CONTRACTOR                        | CITY          | BASE BID<br>AMOUNT |
|-----------------------------------|---------------|--------------------|
| <b>Strategic Mechanical, Inc.</b> | <b>Fresno</b> | <b>\$275,500</b>   |

Low bid determined by Base Bid.

Staff recommends award of \$275,500 to Strategic Mechanical, Inc., the responsive, responsible bidder for the Base Bid item.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 22-15, Edison High School Multipurpose Room HVAC Replacement**

**ITEM DESCRIPTION:** Included in the Board binders is information on Bid 22-15, to replace the existing heating and cooling system that services the stage in the multipurpose room at Edison High School. The project will furnish and install a new air handler unit, new ductwork, registers, and controls. 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 October 01, 2021. Notifications were sent to 44 firms plus five construction trade publications, and the district received four responses. Bids were opened on October 22, 2021. Staff recommends award to the lowest responsive, responsible bidder:

Strategic Mechanical, Inc. (Fresno, California) \$270,000

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

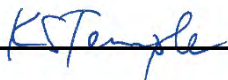
**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$270,00 are available in the School Facilities Fund.

**PREPARED BY:** Ann Loorz,  
Executive Director, Purchasing

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

**CABINET APPROVAL:** Karin Temple,  
Chief Operating Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 22-15, EDISON HIGH SCHOOL MULTIPURPOSE ROOM HVAC REPLACEMENT

Bid Opening Date: October 22, 2021 prior to 2:01 P.M.

Buyer: Toni Jorge

| CONTRACTOR                                 | CITY          | BASE BID<br>AMOUNT |
|--------------------------------------------|---------------|--------------------|
| <b>Strategic Mechanical, Inc.</b>          | <b>Fresno</b> | <b>\$270,000</b>   |
| New England Sheet Metal and Mechanical Co. | Fresno        | \$325,000          |
| J Boone Mechanical, Inc.                   | Clovis        | \$328,900          |
| Mesa Enery Systems, Inc.                   | Irvine        | \$378,558          |

Low bid determined by Base Bid.

Staff recommends award of \$270,000 to Strategic Mechanical Inc., the responsive, responsible bidder for the Base Bid item.

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**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 Request for Qualifications 22-09, Extended Learning Enrichment Services

**ITEM DESCRIPTION:** It is recommended the Board approve Request for Qualifications (RFQ) 22-09, to provide a pool of qualified vendors to provide enrichment services outside of the regular school day. The RFQ establishes a list of prequalified vendors that may be used for enrichment services needed throughout the year. The term is one year with four one-year renewal options.

RFQ notifications were sent to 55 vendors on September 07, 2021, and the district received 19 responses. Based on evaluation by a panel comprised of Extended Learning staff and teachers on factors including experience servicing school districts, expertise of staff, types of services offered, and pricing, approval of the following vendors is recommended:

- Adventure Education Solutions (Sanger, CA)
- Assist Academy (Sacramento, CA)
- California Teaching Fellows Foundation (Fresno, CA)
- Every Neighborhood Partnership (Fresno, CA)
- Fresno Chaffee Zoo (Fresno, CA)
- Grid Alternatives (Fresno, CA)
- GrowthPoint Technologies, Inc. (Fresno, CA)
- J & D Mind Builders, Inc. dba Bricks4Kidz (Clovis, CA)
- Junior Achievement of Northern California (Fresno, CA)
- New Vision Aviation, Inc. (Fresno, CA)
- San Joaquin River Parkway and Conservation Trust, Inc. (Fresno, CA)
- SSB Sales & Marketing, LLC. dba Drone Legends (Marlton, NJ)
- Sustainable Parks and Recreation Community Initiative (Fresno, CA)
- StudentNest, Inc. (Fresno, CA)
- WorkEd, Inc. (Seattle, WA)

Purchase orders for services will be presented to the Board for ratification on monthly reports. The RFQ, responses and scoring matrix are available for review in the Purchasing Department.

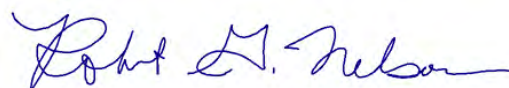
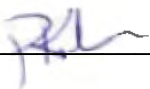
**FINANCIAL SUMMARY:** Funding is available through the Expanding Learning Opportunities Grant.

**PREPARED BY:** Jeremy Ward, Asst. Supt.  
Ann Loorz, Executive Director

**DIVISION:** Instructional Services  
**PHONE NUMBER:** (559) 457-3731

**CABINET APPROVAL:** Kim Mecum,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_  
\_\_\_\_\_



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**AGENDA ITEM A-15**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify Agreement with Key2Ed**

**ITEM DESCRIPTION:** Included in the Board binders is a request to ratify an agreement between Fresno Unified School District and Key2Ed. Key2Ed is considered the national authority on professional development for Individualized Education Program (IEP) facilitation. For over two decades the Key2Ed workshops and services have delivered outstanding results in hundreds of school agencies for thousands of educators.

These professional learning opportunities have been developed and carefully refined over the last twenty years and are integrated with a unique learning workshop experience for Fresno Unified School District to implement facilitated IEP training immediately upon completion of the workshops.

IEP facilitation of these professional learning programs are part of the Special Education department's strategic plan as recommended by The Council of the Great City Schools report. The Special Education department's goal is to provide facilitated IEP training to all Program Managers, Regional Instructional Managers, School Psychologists, and the Special Education Executive Director.

Funding is provided by California Department of Education through the Alternate Dispute Resolution Expansion Program.

This Agreement began September 01, 2021 and ends June 30, 2022.

**FINANCIAL SUMMARY:** Sufficient funds in the amount of \$50,000 are available in the Alternate Dispute Resolution Grant.

**PREPARED BY:** Dr Tangee Pinheiro,  
Instructional Superintendent

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

**CABINET APPROVAL:** Kim Mecum,  
Chief Academic Officer

**SUPERINTENDENT APPROVAL:**

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# Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Key2Ed, Inc

426 Verandah Ln. Franklin, TN 37064

**Vendor Name**

**Address**

615-790-6156

Cassie Velasquez

**Phone Number**

**Vendor Contact**

**From:** September 1, 2021

**Through:** June 30, 2022

**Term (Duration)**

**FUSD Contract Administrator:**

Jeanne Butler

Special Education Department

559-457-3220

**Name**

**Site/ Dept**

**Telephone number**

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

060-3395-0787-5760-2140-5221

**Annual Cost** \$ 50,000.00

(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:**

This will be a training workshop for staff members on IEP facilitation. Participants will include Psychologist, RIMS, TSA, ISGI, lead teachers & Managers.

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

**Agenda Item #**

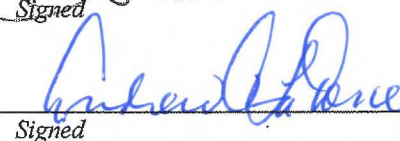
(Contracts of \$15,000.00 or more)

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

  
Signed

10/5/2021  
Date

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

  
Signed

10/6/2021  
Date

Please return signed contract to:

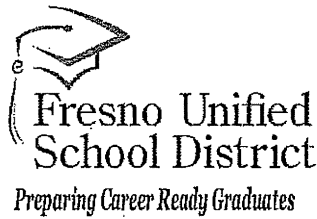
Shayla Mendoza

Special Education

559-457-7202

**Name**

**Department**



# Fresno Unified School District

## Independent Contractor Services Agreement

### GENERAL INFORMATION Special Education Department

School/Department Budget: 060-3395-0787-5760-2140-5221

District Contact Person: Jeanne Butler, Program Manager III

Budget Manager Approval: \_\_\_\_\_

Contractor's Vendor Name: Key2Ed, Inc

Contractor's Contact Person: Cassie Velasquez

Contractor's Title: Managing Partner

Contractor's Telephone  
Number: 615-790-6156

Contractor's E-mail: cassiev@key2ed.com

Contractor's Address: 426 Verandah Ln. Franklin, TN 37064

Contractor's Taxpayer ID# or  
SSN#: 20-1296031

This Independent Contractor Services Agreement is made and entered into effective 09/01/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

#### 1. Contractor Services. Contractor agrees to provide \_\_\_\_\_

This will be a training workshop for staff members on IEP facilitation. Participants will include Psychologist, RIMS & Managers.

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 09/01/21, 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 \$ 11,250.00 per training. Not to exceed \$ 50,000.00. Checks will be made payable to Key2Ed, Inc. 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 [Signature]

a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. \*Receipt Required.

b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. \*Receipt Required.

c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

d. Supplies \$ 0.00 As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 50,000.00

f. Other \$ 0.00

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

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

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

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

10. Conflict of Interest. In consideration of the District's 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 [Signature]

District's initials [Signature]

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](mailto: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:

Edward Collins  
Purchasing Department  
Fresno Unified School District  
4498 N. Brawley Avenue  
Fresno, CA 93722

Contractor: Key2Ed, Inc

*Name:* Cassie Velasquez

*Address:*

426 Verandah Lane  
Franklin, TN 37064

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, Interim Chief Financial Officer

Date

**CONTRACTOR**

Key2Ed, Inc

Cassie Velasquez  
Name: Cassie Velasquez, Title: Managing Partner

10/4/21  
Date

Approved As To Form:

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

10/10/2021  
Date

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**AGENDA ITEM A-16**

**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 20-49, Juan Felipe Herrera New Elementary School, Change Order 4 includes but may not be limited to: add lighting fixtures and controls, electrical outlets, exit signs; add framed roof crickets; change carpet to polished concrete in STEAM classrooms; add door contacts for intrusion alarm; add eyewash station at custodial closet; and extend storm drain system to roof drain leaders.

|                                            |               |
|--------------------------------------------|---------------|
| Original Contract Amount:                  | \$ 37,621,226 |
| Change Order(s) previously ratified:       | \$ 438,894    |
| Change Order 4 presented for ratification: | \$ 83,643     |
| New Purchase Order Amount:                 | \$ 38,143,763 |

Bid 21-11, Edison High School Gymnasium Addition, Change Order 4 includes but may not be limited to: upgrade door hardware; chip existing footing, revise column footing and extend column base plate; block-out floor slab; reroute storm drain line; demo casework and remaining walls in vestibule; remove existing piping from under foundation; add duct access panels; and compensation for contractor's extended performance due to unforeseen conditions.

|                                            |               |
|--------------------------------------------|---------------|
| Original Contract Amount:                  | \$ 9,963,000  |
| Change Order(s) previously ratified:       | \$ 154,399    |
| Change Order 4 presented for ratification: | \$ 113,678    |
| New Purchase Order Amount:                 | \$ 10,231,077 |

Bid 21-25, Hoover High School Career Technical Education (CTE) Building and Construction Trades, Classroom Shop Improvements, Change Order 2 includes but may not be limited to: add fire sprinkler heads; relocate existing electrical and data panels; relocate existing water line; replace damaged roof sheathing; and add intrusion alarm raceway.

|                                            |              |
|--------------------------------------------|--------------|
| Original Contract Amount:                  | \$ 1,327,200 |
| Change Order(s) previously ratified:       | \$ 48,157    |
| Change Order 2 presented for ratification: | \$ 30,682    |
| New Purchase Order Amount:                 | \$ 1,406,039 |



Bid 21-35, Jackson Elementary School Multipurpose Building Reconstruction, MPR Bldg. Change Order 1 includes but may not be limited to: upgrade wood veneer at doors and adjust location of wheelchair lift. Shade Structure Change Order 1 includes but may not be limited to: providing anchor bolts and new welded tabs.

|                                                        |              |
|--------------------------------------------------------|--------------|
| Total Contract Amount:                                 | \$ 3,203,500 |
| Original Contract Amount (MPR Bldg.):                  | \$ 3,123,000 |
| Change Order(s) previously ratified:                   | \$ 0         |
| Change Order 1 (MPR Bldg.) presented for ratification: | \$ 3,877     |
| New Contract Amount:                                   | \$ 3,126,877 |
| Original Contract Amount (Shade Structure):            | \$ 80,000    |
| Change Orders previously ratified                      | \$ 0         |
| Change Order 1 (Shade Structure)                       | \$ 7,595     |
| New Contract Amount:                                   | \$ 87,595    |

Bid 21-45, Webster Elementary School Multipurpose Room Plumbing Replacement, Change Order 1 includes but may not be limited to: lowered ceilings in restrooms to conceal utilities.

|                                            |            |
|--------------------------------------------|------------|
| Original Contract Amount:                  | \$ 219,913 |
| Change Order(s) previously ratified:       | \$ 0       |
| Change Order 1 presented for ratification: | \$ 10,146  |
| New Purchase Order Amount:                 | \$ 230,059 |

Bid 21-47A, Burroughs Elementary School Energy Management System Replacement, Change Order 1 includes but may not be limited to: add return air temperature sensors and outside air temperature sensors; and add 16 current transformers.

|                                            |            |
|--------------------------------------------|------------|
| Original Contract Amount:                  | \$ 430,579 |
| Change Order(s) previously ratified:       | \$ 0       |
| Change Order 1 presented for ratification: | \$ 10,209  |
| New Purchase Order Amount:                 | \$ 440,788 |

Bid 21-47B, Eaton and Rowell Elementary Schools Energy Management System Replacement, Change Order 1 includes but may not be limited to: add ceiling access door; and add controls for second heat pump unit.

|                                            |            |
|--------------------------------------------|------------|
| Original Contract Amount:                  | \$ 303,362 |
| Change Order(s) previously ratified:       | \$ 0       |
| Change Order 1 presented for ratification: | \$ 5,997   |
| New Purchase Order Amount:                 | \$ 309,359 |

Bid 21-49, Chilled Water Buffer Installation at Various Sites, Change Order 1 includes but may not be limited to: change copper pipe size; reduce length of pipe run; and add concrete pads for tank support.

|                                            |            |
|--------------------------------------------|------------|
| Original Contract Amount:                  | \$ 301,096 |
| Change Order(s) previously ratified:       | \$ 0       |
| Change Order 1 presented for ratification: | \$ 5,100   |
| New Purchase Order Amount:                 | \$ 306,196 |

Bid 21-51, Sunnyside High School Track Resurfacing

Change Order 1 includes but may not be limited to: replace asphalt adjacent to new chute area; and modify subsurface for drainage.

|                                            |            |
|--------------------------------------------|------------|
| Original Contract Amount:                  | \$ 510,790 |
| Change Order(s) previously ratified:       | \$ 0       |
| Change Order 1 presented for ratification: | \$ 20,668  |
| New Purchase Order Amount:                 | \$ 531,458 |

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 documents.

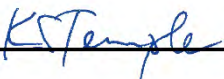
FINANCIAL SUMMARY: \$162,671 is available in the Measure X Fund for Bids 20-49, 21-25, 21-35, 21-47A, 21-47B, and 21-51; \$113,678 is available in the School Facilities Fund for Bid 21-11; \$10,146 is available in the Measure M Fund for Bid 21-45; and \$5,100 is available in the General Fund for Bid 21-49.

PREPARED BY: Ann Loorz,  
Executive Director, Purchasing

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

CABINET APPROVAL: Karin Temple,  
Chief Operating Officer

SUPERINTENDENT APPROVAL:







## CHANGE ORDER

**PROJECT NAME:**

Juan Felipe Herrera Elementary School

**CHANGE ORDER No. :****004**

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 .....                          | \$ 438,893.07     |
| The Contract Sum prior to this Change Order was .....                            | \$ 38,060,119.07  |
| The Contract Sum will be adjusted by .....                                       | \$ 83,642.92      |
| The new Contract Sum, including this Change Order will be .....                  | \$ 38,143,761.99  |
| The Contract Completion date prior to this Change Order was .....                | 3/1/2022          |
| The Contract Time will be adjusted by .....                                      | (0) Calendar Days |
| The new Contract Completion date, including this Change Order is therefore ..... | 3/1/2022          |

**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 Avila A.I.A.

Date: 09/19/2021

**Accepted by:**Davis Moreno Const. Inc  
4720 N. Blythe  
Fresno CA 93722**CONTRACTOR:**

By: Stephen Davis

Date: 9/19/2021

**Authorized by:**Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722**OWNER:**

By: Alex Belanger

Date: 9/23/2021

**You are directed to make the following changes in this Contract:**

**Item 4-1**

**DESCRIPTION OF CHANGE:**

Provide a new multi zone switch in room A122, to control zone "A & B" and zone "C & D". In room B109 provide switch for lighting fixture controllability. In room B 124 provide (3) 3-way switches for fixture controllability. Provide occupancy sensors in room B219C for full coverage.

**REASON FOR CHANGE:**

To provide lighting control and occupancy sensors not shown in project documents.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-139

Amount of this Change Order Item:

**Increase \$ 10,068.47**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 4-2**

**DESCRIPTION OF CHANGE:**

Provide framed roof crickets with fire rated plywood at building B, low roof.

**REASON FOR CHANGE:**

For proper roof drainage per roofing manufacturer

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-288

Amount of this Change Order Item:

**Increase \$ 18,461.57**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 4-3**

**DESCRIPTION OF CHANGE:**

Flooring Change in STEAM Classrooms B167 and B231: 1) Omission of the Carpet Flooring and installation. 2) Providing a Polished Concrete Flooring Finish. 3) Providing a 4' x 6' walk off carpet at the exterior door of Room B167.

**REASON FOR CHANGE:**

District preferred flooring application for classroom operation.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFP-018

Amount of this Change Order Item:

**Increase \$ 14,500.25**

Time adjustment by this Change Order Item:

**Increase 0 Days**



## CHANGE ORDER

### Item 4-4

**DESCRIPTION OF CHANGE:**

Room B211 provide outlets in the same fashion as room B209. Room B158 provide outlets in the same fashion as room B156. Rooms B157, B159, B161, provide outlets in the same fashion as room B156.

**REASON FOR CHANGE:**

To provide electrical outlets not shown in project documents.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-310

Amount of this Change Order Item:

Increase \$ 6,234.67

Time adjustment by this Change Order Item:

Increase 0 Days

### Item 4-5

**DESCRIPTION OF CHANGE:**

Add door contacts at washroom B114, wire door contact to 714 module in room B116 position #4. Add door contacts at West Entry B144c, wire door contact to 714 module servicing Vest. B144C position #4.

**REASON FOR CHANGE:**

To provide door contacts for intrusion alarm noted in project documents.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-337

Amount of this Change Order Item:

Increase \$ 1,053.65

Time adjustment by this Change Order Item:

Increase 0 Days

### Item 4-6

**DESCRIPTION OF CHANGE:**

1. At room Hall A153 relocate exit sign to correct location above doorway. 2. provide exit light in hallway B219C.

**REASON FOR CHANGE:**

Required exit light not provided for in project documents.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-331

Amount of this Change Order Item:

Increase \$ 1,096.61

Time adjustment by this Change Order Item:

Increase 0 Days





## CHANGE ORDER

### Item 4-7

**DESCRIPTION OF CHANGE:**

Provide KE light fixture in building B, at entrance area of room B211.

**REASON FOR CHANGE:**

Light fixture not called out in the project documents.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-336

Amount of this Change Order Item:

**Increase \$ 1,046.91**

Time adjustment by this Change Order Item:

**Increase 0 Days**

### Item 4-8

**DESCRIPTION OF CHANGE:**

Provide KE light fixture in building B, at entrance area of room B116 and B129.

**REASON FOR CHANGE:**

Light fixture not called out in the project documents.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-342

Amount of this Change Order Item:

**Increase \$ 1,790.36**

Time adjustment by this Change Order Item:

**Increase 0 Days**

### Item 4-9

**DESCRIPTION OF CHANGE:**

Provide L/LE light fixture at room B144.

**REASON FOR CHANGE:**

Wall light fixture needed at open ceiling area.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-324

Amount of this Change Order Item:

**Increase \$ 1,089.63**

Time adjustment by this Change Order Item:

**Increase 0 Days**



## CHANGE ORDER

### Item 4-10

**DESCRIPTION OF CHANGE:**

Provide an additional (1) 4" conduit sleeve for data, (1) 2" conduit sleeve for paging/intercom and (1) 2" conduit sleeve for intrusion system at four technology rooms.

**REASON FOR CHANGE:**

To accommodate the quantity of wiring at sleeve locations for through wall penetrations.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-374

Amount of this Change Order Item:

Increase \$ 1,710.22

Time adjustment by this Change Order Item:

Increase 0 Days

### Item 4-11

**DESCRIPTION OF CHANGE:**

Provide eyewash fixture in Janitor closet Room A138.

**REASON FOR CHANGE:**

Eyewash station required by District.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-352

Amount of this Change Order Item:

Increase \$ 8,794.80

Time adjustment by this Change Order Item:

Increase 0 Days

### Item 4-12

**DESCRIPTION OF CHANGE:**

Provide surface mounted type CE light fixture with emergency battery pack at building A room A128A. Provide surface mounted type K1E fixture at building A room A130.

**REASON FOR CHANGE:**

Incorrect light fixture called out for type of installation. Should be surface mount in lieu of drop in.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI-370

Amount of this Change Order Item:

Increase \$ 1,351.48

Time adjustment by this Change Order Item:

Increase 0 Days

## CHANGE ORDER

### Item 4-13

#### DESCRIPTION OF CHANGE:

Provide type K light fixture at building C room C121 and wall mounted switch. Provide kit conversion #DGA24 for surface mounted light fixture at building A room A150.

#### REASON FOR CHANGE:

No light fixture called out at building C in room C121. Incorrect light fixture called out for type of installation in building A room 150. Should be surface mount in lieu of drop in.

#### CHANGE CATEGORY:

Designer E & O.

#### DOCUMENT REFERENCE:

RFI-405

Amount of this Change Order Item:

Increase \$ 2,832.66

Time adjustment by this Change Order Item:

Increase 0 Days

### Item 4-14

#### DESCRIPTION OF CHANGE:

Provide a 50A/2P breaker at panel "PAL22", use circuit breakers 35 and 37 to feed electric range. Provide a 3/4" C.2#6 and 1#10 ground.

#### REASON FOR CHANGE:

To provide a dedicated electrical circuit for the staff lounge range not called out in the project documents.

#### CHANGE CATEGORY:

Designer E & O.

#### DOCUMENT REFERENCE:

RFI-407

Amount of this Change Order Item:

Increase \$ 2,467.05

Time adjustment by this Change Order Item:

Increase 0 Days

### Item 4-15

#### DESCRIPTION OF CHANGE:

Provide 3" roof drain/overflow drain along grid lines CB and C3. New 3" storm downspout to tie into storm drain main and new 3" storm downspout to spill to grade at 1'-6" with roof drain overflow -1.

#### REASON FOR CHANGE:

Required roof drain, roof deck support, and associated piping not shown in plumbing drawings.

#### CHANGE CATEGORY:

Designer E & O.

#### DOCUMENT REFERENCE:

RFI-391

Amount of this Change Order Item:

Increase \$ 11,144.59

Time adjustment by this Change Order Item:

Increase 0 Days

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 83,642.92**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0 DAYS**

\*\*\* End of CHANGE ORDER \*\*\*



## Project Financial Summary

### Facilities Management & Planning

**Project Name:** Juan Felipe Herrera Elementary School

**Date:** 10/15/21

**Contractor:** Davis Moreno

**DSA #:** 02-117109

**Architect:** Darden

**BID #:** 20-49

**Change Order:** 4

### 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           |
| <b>Total Agreement Amount:</b> |                        | <b>\$ 37,621,226.00</b> |

### Contract Adjustments:

|                                        |                           |                                                   |                                    |                           |                          |               |               |                  |
|----------------------------------------|---------------------------|---------------------------------------------------|------------------------------------|---------------------------|--------------------------|---------------|---------------|------------------|
| Total Contract Amount                  |                           |                                                   |                                    |                           |                          |               |               | \$ 37,621,226.00 |
| Contract Adjustments:                  | <u>District Requested</u> | <u>Governing agency req'd<br/>change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E &amp; 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  |               |                  |
|                                        | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -          |               |                  |
|                                        | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -          |               |                  |
| Totals:                                | \$ 169,838.86 0.5%        | \$ 76,302.21 0.2%                                 | \$ 4,733.52 0.0%                   | \$ 272,518.44 0.7%        | \$ (857.04) 0.0%         | \$ 522,535.99 | \$ 522,535.99 | 1.4%             |
| Total Contract Amount with Adjustments |                           |                                                   |                                    |                           |                          |               |               | \$ 38,143,761.99 |



## CHANGE ORDER

**PROJECT NAME:**

Edison High School New Auxiliary Gym Bldg Additions  
540 E. California Avenue  
Fresno, CA 93706

**CHANGE ORDER No. :****004****DSA File No. :****10-H8****Application No. :****02-117976****CONTRACTOR :**

BMV 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 .....                          | \$ 154,398.80     |
| The Contract Sum prior to this Change Order was .....                            | \$ 10,117,398.80  |
| The Contract Sum will be adjusted by .....                                       | \$ 113,677.50     |
| The new Contract Sum, including this Change Order will be .....                  | \$ 10,231,076.30  |
| 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:** Antonio Avila AIA**Date:** 09/16/2021**Accepted by:**

BMV Construction Group, Inc  
5485 E. Olive Ave  
Fresno CA 93727

**CONTRACTOR:****By:** Mike Jones**Date:** 9/17/2021**Authorized by:**

Fresno Unified School District  
4600 N. Broadway  
Fresno, CA 93722

**OWNER:****By:** Alex Behringer**Date:** 9/22/2021



## 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 to change door hardware to have hardware group 222E in lieu of the specified hardware to doors 111a & 125d.

**REASON FOR CHANGE:**

District comments were provided after the project had bid.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

Increase \$ 1,469.00

Time adjustment by this Change Order Item:

Increase 0 Days

**Item 4-2**

**DESCRIPTION OF CHANGE:**

Provide all labor, materials and equipment to revise the column base plates for offset and 6 anchor bolt configuration at columns 8/B.5 and 13/B.5

**REASON FOR CHANGE:**

Existing building footing in area of new footing required structural revisions for installation.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

RFI 060

Amount of this Change Order Item:

Increase \$ 9,747.00

Time adjustment by this Change Order Item:

Increase 0 Days

**Item 4-3**

**DESCRIPTION OF CHANGE:**

Delete walk off mats and replace with polished concrete

**REASON FOR CHANGE:**

To facilitate functionality and ease of maintenance

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFP 010

Amount of this Change Order Item:

Decrease \$ (527.00)

Time adjustment by this Change Order Item:

Increase 0



## CHANGE ORDER

### Item 4-4

**DESCRIPTION OF CHANGE:**

Chip out over poured existing concrete to facilitate installation of cast in place concrete and structural steel embed.

**REASON FOR CHANGE:**

Existing pier footings and new column bolt layout are in conflict.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

CCD 03, and OTP 06

Amount of this Change Order Item:

Increase \$ 6,232.00

Time adjustment by this Change Order Item:

Increase 0

### Item 4-5

**DESCRIPTION OF CHANGE:**

Labor and material to install "block-out" forming of floor slab around unforeseen footing issue described in Change Order Item 4-2 and OTP 04

**REASON FOR CHANGE:**

To facilitate the project schedule and allow work to continue while the unforeseen footing issue was resolved.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

OTP 04

Amount of this Change Order Item:

Increase \$ 1,549.00

Time adjustment by this Change Order Item:

Increase 0

### Item 4-6

**DESCRIPTION OF CHANGE:**

Reroute storm drain line out and around building pad/footing area near southwest corner of the gym addition. Adjust storm drain inlet and piping to correct reverse fall.

**REASON FOR CHANGE:**

To remove existing storm drain line out of new building foundation area and correct drain line slope.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFP 07.

Amount of this Change Order Item:

Increase \$ 13,188.00

Time adjustment by this Change Order Item:

Increase 0



## CHANGE ORDER

### Item 4-7

**DESCRIPTION OF CHANGE:**

Additional Demolition in Vestibule 123: demolish the existing ceiling, casework, pole shelves and electrical items in the Vestibule between the existing weight room and gym.

**REASON FOR CHANGE:**

Removal of unused elements and finishes in the Vestibule area.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFP 18.

|                                            |             |          |
|--------------------------------------------|-------------|----------|
| Amount of this Change Order Item:          | Increase \$ | 6,897.00 |
| Time adjustment by this Change Order Item: | Increase    | 0        |

### Item 4-8

**DESCRIPTION OF CHANGE:**

Locate, expose and remove abandoned transite piping in classroom addition building pad.

**REASON FOR CHANGE:**

To remove old water pipe service out from under new building foundation.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

RFP 21

|                                            |             |           |
|--------------------------------------------|-------------|-----------|
| Amount of this Change Order Item:          | Increase \$ | 10,027.00 |
| Time adjustment by this Change Order Item: | Increase    | 0         |

### Item 4-9

**DESCRIPTION OF CHANGE:**

Provide 16"x16" duct access door and 20"x20" wall access panel at floor exhaust riser at south side of gym addition. Duct access to be 12" above finished floor and wall access centered on duct access panel

**REASON FOR CHANGE:**

To facilitate cleanout of underground gym venting ductwork.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFP 23

|                                            |             |        |
|--------------------------------------------|-------------|--------|
| Amount of this Change Order Item:          | Increase \$ | 860.00 |
| Time adjustment by this Change Order Item: | Increase    | 0      |



## CHANGE ORDER

### Item 4-10

#### DESCRIPTION OF CHANGE:

Partial compensation of extended overhead costs due to Contractor for time extension granted in Change Order Items 2-1 and 2-6.

#### REASON FOR CHANGE:

Due to unforeseen existing site conditions that impeded work progress.

#### CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

#### DOCUMENT REFERENCE:

SI-06

Amount of this Change Order Item:

Increase \$ 15,790.50

Time adjustment by this Change Order Item:

Increase 0

### Item 4-11

#### DESCRIPTION OF CHANGE:

Partial compensation of extended overhead costs due to General Contractor for time extension granted in Change order Item #3-1.

#### REASON FOR CHANGE:

Due to unforeseen existing site conditions that impeded work progress.

#### CHANGE CATEGORY:

Designer E & O.

#### DOCUMENT REFERENCE:

RFP-05.1, CCD-07

Amount of this Change Order Item:

Increase \$ 43,065.00

Time adjustment by this Change Order Item:

Increase 0

### Item 4-12

#### DESCRIPTION OF CHANGE:

Add exterior hollow metal door at office 117

#### REASON FOR CHANGE:

To provide exterior access to office 117

#### CHANGE CATEGORY:

District requested change.

#### DOCUMENT REFERENCE:

RFP 015

Amount of this Change Order Item:

Increase \$ 5,380.00

Time adjustment by this Change Order Item:

Increase 0

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 113,677.50**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0**

\*\*\* End of CHANGE ORDER \*\*\*



**Facilities Management & Planning**

## Project Financial Summary

**Project Name:** Edison High School Auxillary Gym Addition

**Date:** 10/15/21

**Contractor:** BMY Construction

**Architect:** Darden

**Change Order:** 4

**DSA #:** 02-117976

**BID #:** 21-11

### Contract Summary:

|                                |                       |                        |
|--------------------------------|-----------------------|------------------------|
| Bid Award Amount(s)            |                       |                        |
| Base Bid:                      |                       | \$ 9,954,000.00        |
| Additive Alternate 1:          | Primary Care Building | \$ 9,000.00            |
| <b>Total Agreement Amount:</b> |                       | <b>\$ 9,963,000.00</b> |

### Contract Adjustments:

|                                               |                           |                                                   |                                    |                           |                          |               |               |                         |
|-----------------------------------------------|---------------------------|---------------------------------------------------|------------------------------------|---------------------------|--------------------------|---------------|---------------|-------------------------|
| <b>Total Contract Amount</b>                  |                           |                                                   |                                    |                           |                          |               |               | \$ 9,963,000.00         |
| <b>Contract Adjustments:</b>                  | <u>District Requested</u> | <u>Governing agency req'd<br/>change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E &amp; O</u> | <u>District/Designer</u> | <u>Total</u>  |               |                         |
| 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 |               |                         |
|                                               | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -          |               |                         |
| Totals:                                       | \$ 51,289.80 0.5%         | \$ - 0.0%                                         | \$ 61,348.50 0.6%                  | \$ 155,438.00 1.6%        | \$ - 0.0%                | \$ 268,076.30 | \$ 268,076.30 | 2.7%                    |
| <b>Total Contract Amount with Adjustments</b> |                           |                                                   |                                    |                           |                          |               |               | <b>\$ 10,231,076.30</b> |





## CHANGE ORDER

**PROJECT NAME:**

Hoover High School  
Career Technical Education & Construction Trades CR Shop Improvements  
5550 N. First Street, Fresno CA 93710

**CHANGE ORDER No. :****002****DSA File No. :****10-H8****Application No. :****02-118284****CONTRACTOR :**

BVI Construction, Inc.  
5750 E. Shields Ave, Suite 102  
Fresno CA 93727

**DESIGNER'S PROJECT No. :****1859****FUSD BID/CONTRACT No. :****21-25****CONTRACTOR P.O. No. :****698499**

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

|                                                                                  |                   |
|----------------------------------------------------------------------------------|-------------------|
| The original Contract Sum was .....                                              | \$ 1,327,200.00   |
| Net change by previously authorized Change Orders .....                          | \$ 48,156.89      |
| The Contract Sum prior to this Change Order was .....                            | \$ 1,375,356.89   |
| The Contract Sum will be adjusted by .....                                       | \$ 30,681.25      |
| The new Contract Sum, including this Change Order will be .....                  | \$ 1,406,038.14   |
| The Contract Completion date prior to this Change Order was .....                | 9/11/2021         |
| The Contract Time will be adjusted by .....                                      | (0) Calendar Days |
| The new Contract Completion date, including this Change Order is therefore ..... | 9/11/2021         |

**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: Mike Fennacy

Date: 09/17/2021

**Accepted by:**

BVI Construction, Inc.  
5750 E. Shields Ave, Suite 102  
Fresno CA 93727

**CONTRACTOR:**

By: Ken Grey

Date: 9/16/2021

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

By: Alex Belanger

Date: 9/23/2021

*You are directed to make the following changes in this Contract:*

**Item 2-1**

**DESCRIPTION OF CHANGE:**

Add five upright fire sprinkler heads under ceiling-mounted unit ventilators. Cut new heads into existing piping.

**REASON FOR CHANGE:**

Original DSA approved design did not include sprinkler protection underneath the 5 HVAC units.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

RFI 032-1

Amount of this Change Order Item:

**Increase \$ 3,641.00**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 2-2**

**DESCRIPTION OF CHANGE:**

Remove and relocate electrical panel.

**REASON FOR CHANGE:**

Disconnect, remove and relocate the electrical panel in shop area to the opposite side of the wall in CAD Lab room D70.

**CHANGE CATEGORY:**

District and Designer

**DOCUMENT REFERENCE:**

RFP 07

Amount of this Change Order Item:

**Increase \$ 2,974.11**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 2-3**

**DESCRIPTION OF CHANGE:**

Remove existing IDF cabinet and provide new Hoffman 24"x36" cabinet. Mount new cabinet at +10'. Reference backing details in structural and see attachment in AX-02. Reinstall existing equipment and reterminate all wiring to same locations. Remove un-needed electrical materials and reconnect power to new IDF cabinet.

**REASON FOR CHANGE:**

To remove existing floor mounted IDF cabinet and relocate out of classroom space.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFP-001

Amount of this Change Order Item:

**Increase \$ 9,606.18**

Time adjustment by this Change Order Item:

**Increase 0 Days**

## CHANGE ORDER

### Item 2-4

#### DESCRIPTION OF CHANGE:

Relocate exposed water line in the CAD lab south into interior wall location (approximately gridline 41).

#### REASON FOR CHANGE:

West wall deleted in CAD Lab left water service exposed. Relocated service to nearest stud wall concealed installation.

#### CHANGE CATEGORY:

District requested change.

#### DOCUMENT REFERENCE:

RFP-004

Amount of this Change Order Item:

Increase \$ 4,743.20

Time adjustment by this Change Order Item:

Increase 0 Days

### Item 2-5

#### DESCRIPTION OF CHANGE:

Provide new waste piping from CTE Restroom to existing sewer line outside Room 74. Remove and replace concrete walkway.

#### REASON FOR CHANGE:

Existing sewer line not in location noted and through a building footing. Removed concrete walkway to access sewer line outside of building and reconnected at new location.

#### CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

#### DOCUMENT REFERENCE:

RFI-020

Amount of this Change Order Item:

Increase \$ 4,277.90

Time adjustment by this Change Order Item:

Increase 0 Days

### Item 2-6

#### DESCRIPTION OF CHANGE:

Remove and replace rotted roof plywood found at roof mechanical units.

#### REASON FOR CHANGE:

Repair of rotted existing roof plywood.

#### CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

#### DOCUMENT REFERENCE:

RFI 023

Amount of this Change Order Item:

Increase \$ 1,558.70

Time adjustment by this Change Order Item:

Increase 0 Days

## CHANGE ORDER

**Item 2-7**

**DESCRIPTION OF CHANGE:**

Provide conduit for intrusion alarm cabling. Provide 1" conduit for intrusion alarm wires for existing and to new locations.

**REASON FOR CHANGE:**

To provide pathways for intrusion alarm wiring to exterior locations.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFP 08

Amount of this Change Order Item:

Increase \$ 3,880.16

Time adjustment by this Change Order Item:

Increase 0 Days

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 30,681.25**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0 DAYS**

\*\*\* End of CHANGE ORDER \*\*\*



**Facilities Management & Planning**

## Project Financial Summary

**Project Name:** Hoover CTE Construction Trades

**Date:** 10/15/21

**Contractor:** BVI Construction

**DSA #:** 02-118284

**Architect:** Darden

**BID #:** 21-25

**Change Order:** 4

### Contract Summary:

|                                |              |                        |
|--------------------------------|--------------|------------------------|
| Bid Award Amount(s)            |              |                        |
| Base Bid:                      |              | \$ 1,294,000.00        |
| Additive Alternate 1:          | Work Benches | \$ 33,200.00           |
| <b>Total Agreement Amount:</b> |              | <b>\$ 1,327,200.00</b> |

### Contract Adjustments:

|                                        |                           |                                                   |                                    |                           |                          |              |                   |                 |
|----------------------------------------|---------------------------|---------------------------------------------------|------------------------------------|---------------------------|--------------------------|--------------|-------------------|-----------------|
| Total Contract Amount                  |                           |                                                   |                                    |                           |                          |              |                   | \$ 1,327,200.00 |
| Contract Adjustments:                  | <u>District Requested</u> | <u>Governing agency req'd<br/>change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E &amp; O</u> | <u>District/Designer</u> | <u>Total</u> |                   |                 |
| CO #001                                | \$ 48,156.89              |                                                   |                                    |                           |                          |              |                   |                 |
| CO #002                                | \$ 5,836.60               |                                                   | \$ 21,203.65                       | \$ 3,641.00               |                          |              |                   |                 |
|                                        | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |                   |                 |
| Totals:                                | \$ 53,993.49 4.1%         | \$ - 0.0%                                         | \$ 21,203.65 1.6%                  | \$ 3,641.00 0.3%          | \$ - 0.0%                | \$ -         | \$ 78,838.14 5.9% |                 |
| Total Contract Amount with Adjustments |                           |                                                   |                                    |                           |                          |              |                   | \$ 1,406,038.14 |





## CHANGE ORDER

**PROJECT NAME:**

Jackson Elementary School Multi-purpose Building  
3750 E. Platt Avenue  
Fresno, CA 93702

**CHANGE ORDER No. :**

001

**DSA File No. :**

10-H8

**Application No. :**

02-118217

**CONTRACTOR :**

BVI Construction, Inc.  
5750 E. Shields Avenue, #102  
Fresno, CA 93727

**DESIGNER'S PROJECT No. :**

5322

**FUSD BID/CONTRACT No. :**

21-35

**CONTRACTOR P.O. No. :**

701683

*(Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:)*

|                                                                                  |                   |
|----------------------------------------------------------------------------------|-------------------|
| The original Contract Sum was .....                                              | \$ 3,123,500.00   |
| Net change by previously authorized Change Orders .....                          | \$ -              |
| The Contract Sum prior to this Change Order was .....                            | \$ 3,123,500.00   |
| The Contract Sum will be adjusted by .....                                       | \$ 3,876.40       |
| The new Contract Sum, including this Change Order will be .....                  | \$ 3,127,376.40   |
| The Contract Completion date prior to this Change Order was .....                | 13-May-22         |
| The Contract Time will be adjusted by .....                                      | (0) Calendar Days |
| The new Contract Completion date, including this Change Order is therefore ..... | 13-May-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:**

Integrated Designs  
6011 N. Fresno St. #130  
Fresno, CA 93710

**ARCHITECT/ENGINEER:**

By: Curtis Flynn

Date: 9/29/21

**Accepted by:**

BVI Construction, Inc.  
5750 E. Shields Avenue, #102  
Fresno, CA 93727

**CONTRACTOR:**

By: Ken Grey

Date: 9/28/2021

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

By: Alex Belanger | Asst. Sup.

Date: 9/29/2021



## CHANGE ORDER

*You are directed to make the following changes in this Contract:*

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Upgrade wood door veneer to rotary white maple AA grade.

**REASON FOR CHANGE:**

Change to align with District Standards.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

Increase \$ 403.70

Time adjustment by this Change Order Item:

Increase 0 Days

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Revisions to ADA lift needed further coordination with the adjacent stairs.

**REASON FOR CHANGE:**

Field conditions required further adjustment to lift placement and design. Coordination with adjacent stairs and handrail spacing required.

**CHANGE CATEGORY:**

Designer E & O.

**DOCUMENT REFERENCE:**

CCD #3

Amount of this Change Order Item:

Increase \$ 3,472.70

Time adjustment by this Change Order Item:

Increase 0 Days

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 3,876.40**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0 DAYS**

\*\*\* End of CHANGE ORDER \*\*\*



## CHANGE ORDER

**PROJECT NAME:**

Jackson Elementary School Shade Structure  
3750 E. Platt Avenue  
Fresno, CA 93702

**CHANGE ORDER No. :****001****DSA File No. :****10-H8****Application No. :****02-119079****CONTRACTOR :**

BVI Construction, Inc.  
5750 E. Shields Avenue, #102  
Fresno, CA 93727

**DESIGNER'S PROJECT No. :****5466****FUSD BID/CONTRACT No. :****21-35****CONTRACTOR P.O. No. :****701683**

*Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:*

|                                                                                  |                   |           |
|----------------------------------------------------------------------------------|-------------------|-----------|
| The original Contract Sum was .....                                              | \$                | 80,000.00 |
| Net change by previously authorized Change Orders .....                          | \$                | -         |
| The Contract Sum prior to this Change Order was .....                            | \$                | 80,000.00 |
| The Contract Sum will be adjusted by .....                                       | \$                | 7,594.59  |
| The new Contract Sum, including this Change Order will be .....                  | \$                | 87,594.59 |
| The Contract Completion date prior to this Change Order was .....                |                   | 13-May-22 |
| The Contract Time will be adjusted by .....                                      | (0) Calendar Days |           |
| The new Contract Completion date, including this Change Order is therefore ..... |                   | 13-May-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:**

Integrated Designs  
6011 N. Fresno St. #130  
Fresno, CA 93710

**ARCHITECT/ENGINEER:**

By: Curtis Flynn

Date: 9/28/21

**Accepted by:**

BVI Construction, Inc.  
5750 E. Shields Avenue, #102  
Fresno, CA 93727

**CONTRACTOR:**

By: Ken Grey

Date: 9/28/2021

**Authorized by:**

Fresno Unified School District  
4600 N. Braxley  
Fresno, CA 93722

**OWNER:**

By: Alex Belanger | Asst. Sup.

Date: 9/29/2021

Change Order Summary

Page 1 of 1

## CHANGE ORDER

*You are directed to make the following changes in this Contract:*

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Provide 40 sets of galvanized 1 - 1/8" diameter anchor bolts, nuts and plate washers for shade structure foundations.

**REASON FOR CHANGE:**

Anchor bolts not included in District-furnished shade structure package.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

**Increase \$ 3,794.55**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Contractor to fabricate and install new tab plates on shade structures supplied by District.

**REASON FOR CHANGE:**

Manufacturer's original parts fabricated with support tabs in the wrong location. See attached revised P.O. #698436 to Dave Bang showing deduct to shade structure vendor.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item:

**Increase \$ 3,800.04**

Time adjustment by this Change Order Item:

**Increase 0 Days**

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 7,594.59**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0 DAYS**

**\*\*\* End of CHANGE ORDER \*\*\***



## Project Financial Summary

### Facilities Management & Planning

**Project Name:** Jackson Elementary School  
 MPR Building Reconstruction and Shade Structures  
**DSA #:** 02-118217  
**BID #:** 21-35

**Date:** 10/15/21  
**Contractor:** BVI Construction  
**Architect:** Integrated Designs  
**Change Order:** MPR #1 / Shade #1

### Contract Summary:

|                                |                        |                        |
|--------------------------------|------------------------|------------------------|
| Bid Award Amount(s)            |                        |                        |
| Base Bid:                      | MPR Building           | \$ 3,012,000.00        |
| Base Bid:                      | Shade Structures       | \$ 80,000.00           |
| Additive Alternate 1A:         | Thin Brick Veneer      | \$ 37,600.00           |
| Additive Alternate 1B:         | Decorative Metal Fence | \$ 73,900.00           |
| <b>Total Agreement Amount:</b> |                        | <b>\$ 3,203,500.00</b> |

### Contract Adjustments:

|                                        |  |                           |                                                   |                                    |                           |                          |              |          |          |      |    |              |      |    |   |      |    |           |    |           |      |
|----------------------------------------|--|---------------------------|---------------------------------------------------|------------------------------------|---------------------------|--------------------------|--------------|----------|----------|------|----|--------------|------|----|---|------|----|-----------|----|-----------|------|
| Total Contract Amount                  |  |                           |                                                   |                                    |                           |                          |              |          |          |      | \$ | 3,203,500.00 |      |    |   |      |    |           |    |           |      |
| Contract Adjustments:                  |  | <u>District Requested</u> | <u>Governing agency req'd<br/>change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E &amp; O</u> | <u>District/Designer</u> | <u>Total</u> |          |          |      |    |              |      |    |   |      |    |           |    |           |      |
| MPR CO#1                               |  | \$                        | 403.70                                            |                                    | \$                        | 3,472.70                 | \$           | 3,876.40 |          |      |    |              |      |    |   |      |    |           |    |           |      |
| Shade CO#1                             |  | \$                        | 3,794.55                                          | \$                                 | 3,800.04                  |                          | \$           | 7,594.59 |          |      |    |              |      |    |   |      |    |           |    |           |      |
|                                        |  | \$                        | -                                                 | \$                                 | -                         | \$                       | -            | \$       | -        |      |    |              |      |    |   |      |    |           |    |           |      |
| Totals:                                |  | \$                        | 4,198.25                                          | 0.1%                               | \$                        | -                        | 0.0%         | \$       | 3,800.04 | 0.1% | \$ | 3,472.70     | 0.1% | \$ | - | 0.0% | \$ | 11,470.99 | \$ | 11,470.99 | 0.4% |
| Total Contract Amount with Adjustments |  |                           |                                                   |                                    |                           |                          |              |          |          |      | \$ | 3,214,970.99 |      |    |   |      |    |           |    |           |      |





## CHANGE ORDER

**PROJECT NAME:**

Webster Elementary School  
Kitchen Plumbing Replacement

**CHANGE ORDER No. :****001**

DSA File No. :

XX-XXX

Application No. :

02-1xxxxxx

**CONTRACTOR :**

Ardent General, Inc.  
2960 N Burl Ave  
Fresno, CA 93727

**DESIGNER'S PROJECT No. :**

21015

**FUSD BID/CONTRACT No. :**

21-45

**CONTRACTOR P.O. No. :**

703962A

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**


|                                                                                  |    |                    |
|----------------------------------------------------------------------------------|----|--------------------|
| The original Contract Sum was .....                                              | \$ | 219,913.00         |
| Net change by previously authorized Change Orders .....                          | \$ | -                  |
| The Contract Sum prior to this Change Order was .....                            | \$ | 219,913.00         |
| The Contract Sum will be adjusted by .....                                       | \$ | 10,145.40          |
| The new Contract Sum, including this Change Order will be .....                  | \$ | 230,058.40         |
| The Contract Completion date prior to this Change Order was .....                |    | 12-Aug-21          |
| The Contract Time will be adjusted by .....                                      |    | (49) Calendar Days |
| The new Contract Completion date, including this Change Order is therefore ..... |    | 30-Sep-21          |

**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:**

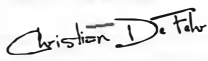
  
By: Michael D. Cantelmi

Date: 9/30/21

**Accepted by:**

Ardent General, Inc.  
2960 N Burl Ave  
Fresno, CA 93727

**CONTRACTOR:**

  
By: Christian DeFehr

Date: 9/30/2021

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

  
By:

Date: 10/11/2021

## CHANGE ORDER

*You are directed to make the following changes in this Contract:*

Item 1-1

**DESCRIPTION OF CHANGE:**

Ceilings in restrooms were lowered.

**REASON FOR CHANGE:**

Ceilings lowered to conceal utilities.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFQ 001; RFQ 002; PCO 001

Amount of this Change Order Item:

Increase \$ 10,145.40

Time adjustment by this Change Order Item:

Increase 49 Days

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 10,145.40**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 49 DAYS**

\*\*\* End of CHANGE ORDER \*\*\*





Maintenance & Operations

## Project Financial Summary

Project Name: Webster ES Kitchen Plumbing Replacement

Date: 10/11/21

DSA #:

N/A

Contractor: Ardent General Inc.

BID #:

21-45

Architect: Lawrence Engineering Group

Change Order: #001

### Contract Summary:

|                     |  |                                |                      |
|---------------------|--|--------------------------------|----------------------|
| Bid Award Amount(s) |  | Base Bid:                      | \$ 219,913.00        |
|                     |  | Base Bid:                      | \$ -                 |
|                     |  | Additive Alternate 1:          | \$ -                 |
|                     |  | Additive Alternate 2:          | \$ -                 |
|                     |  | Additive Alternate 3:          | \$ -                 |
|                     |  | Additive Alternate 4:          | \$ -                 |
|                     |  | <b>Total Agreement Amount:</b> | <b>\$ 219,913.00</b> |

### Contract Adjustments:

|                                        |                           |                                                   |                                    |                           |                          |              |               |               |
|----------------------------------------|---------------------------|---------------------------------------------------|------------------------------------|---------------------------|--------------------------|--------------|---------------|---------------|
| Total Contract Amount                  |                           |                                                   |                                    |                           |                          |              |               | \$ 219,913.00 |
| Contract Adjustments:                  | <u>District Requested</u> | <u>Governing agency req'd<br/>change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E &amp; O</u> | <u>District/Designer</u> | <u>Total</u> |               |               |
| CO #001                                | \$ 10,145.40              | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ 10,145.40 |               |               |
| CO #002                                | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |               |               |
| CO #003                                | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |               |               |
|                                        | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |               |               |
|                                        | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |               |               |
|                                        | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |               |               |
| Totals:                                | \$ 10,145.40              | 5% \$ -                                           | 0% \$ -                            | 0% \$ -                   | 0% \$ -                  | 0% \$ -      | \$ 10,145.40  | 4.6%          |
| Total Contract Amount with Adjustments |                           |                                                   |                                    |                           |                          |              | \$ 230,058.40 |               |



## CHANGE ORDER

**PROJECT NAME:**

Burroughs ES EMS Replacement  
166 N Sierra Vista Ave  
Fresno CA 93702

**CHANGE ORDER No. :****001**

DSA File No. :

**XX-XXX**

Application No. :

**02-1xxxxxx****CONTRACTOR :**

EMCOR Services/ Mesa Energy Systems  
3980 N Chestnut Diagonal  
Fresno, CA 93726

**DESIGNER'S PROJECT No. :****20140****FUSD BID/CONTRACT No. :****21-47****CONTRACTOR P.O. No. :****703901A**

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

|                                                                                  |    |                    |
|----------------------------------------------------------------------------------|----|--------------------|
| The original Contract Sum was .....                                              | \$ | 430,579.00         |
| Net change by previously authorized Change Orders .....                          | \$ | -                  |
| The Contract Sum prior to this Change Order was .....                            | \$ | 430,579.00         |
| The Contract Sum will be adjusted by .....                                       | \$ | 10,209.00          |
| The new Contract Sum, including this Change Order will be .....                  | \$ | 440,788.00         |
| The Contract Completion date prior to this Change Order was .....                |    | 29-Sep-21          |
| The Contract Time will be adjusted by .....                                      |    | (14) Calendar Days |
| The new Contract Completion date, including this Change Order is therefore ..... |    | 13-Oct-21          |

**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: 10/06/2021**Accepted by:**

EMCOR  
3980 N Chestnut Diagonal  
Fresno, CA 93726

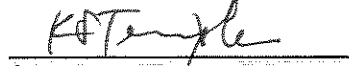
**CONTRACTOR:**

  
By: Anthony Chikamonte

Date: 10-6-2021**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

  
By: K. Temple

Date: 10/11/2021

**You are directed to make the following changes in this Contract:**

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Add on of (20) TE-6311P-1 Return Air Temperature Sensors and (7) TE-6313P-1 Outside Air Temperature Sensors for all the AC Units on the project. Also (5) additional BACnet Routers and enclosures to be mounted to outside of Portable classrooms and terminated to current unit panels.

**REASON FOR CHANGE:**

Additional Temp Sensors and BACnet Routers requested.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

RFQ 001; PCO 1

Amount of this Change Order Item:

Increase \$ 5,538.00

Time adjustment by this Change Order Item:

Increase 7 Days

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Add 16 CTs (current transformers) for compressor status and upgrade motors.

**REASON FOR CHANGE:**

CTs for programming logic and motors need to be upgraded for new motor control.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

PCO 2

Amount of this Change Order Item:

Increase \$ 4,671.00

Time adjustment by this Change Order Item:

Increase 7 Days

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 10,209.00**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 14 DAYS**



# Fresno Unified School District

Maintenance & Operations

## Project Financial Summary

Project Name: Burroughs ES EMS Replacement

Date: October 7, 2021

Contractor: Emcor Services/Mesa Energy Group

Architect: Lawrence Engineering Group

Change Order: #001

DSA #: N/A

BID #: 21-47

### Contract Summary:

|                     |  |                         |    |            |
|---------------------|--|-------------------------|----|------------|
| Bid Award Amount(s) |  | Base Bid:               | \$ | 430,579.00 |
|                     |  | Base Bid:               | \$ | -          |
|                     |  | Additive Alternate 1:   | \$ | -          |
|                     |  | Additive Alternate 2:   | \$ | -          |
|                     |  | Additive Alternate 3:   | \$ | -          |
|                     |  | Additive Alternate 4:   | \$ | -          |
|                     |  | Total Agreement Amount: | \$ | 430,579.00 |

### Contract Adjustments:

|                                        |    |                           |                                                   |                                    |                           |                          |              |   |    |           |            |      |
|----------------------------------------|----|---------------------------|---------------------------------------------------|------------------------------------|---------------------------|--------------------------|--------------|---|----|-----------|------------|------|
| Total Contract Amount                  |    |                           |                                                   |                                    |                           |                          |              |   |    | \$        | 430,579.00 |      |
| Contract Adjustments:                  |    | <u>District Requested</u> | <u>Governing agency req'd<br/>change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E &amp; O</u> | <u>District/Designer</u> | <u>Total</u> |   |    |           |            |      |
| CO #001                                | \$ | 10,209.00                 | \$                                                | -                                  | \$                        | -                        | \$           | - | \$ | 10,209.00 |            |      |
| CO #002                                | \$ | -                         | \$                                                | -                                  | \$                        | -                        | \$           | - | \$ | -         |            |      |
| CO #003                                | \$ | -                         | \$                                                | -                                  | \$                        | -                        | \$           | - | \$ | -         |            |      |
|                                        | \$ | -                         | \$                                                | -                                  | \$                        | -                        | \$           | - | \$ | -         |            |      |
|                                        | \$ | -                         | \$                                                | -                                  | \$                        | -                        | \$           | - | \$ | -         |            |      |
|                                        | \$ | -                         | \$                                                | -                                  | \$                        | -                        | \$           | - | \$ | -         |            |      |
| Totals:                                | \$ | 10,209.00                 | 2%                                                | \$                                 | -                         | 0%                       | \$           | - | 0% | \$        | 10,209.00  |      |
| Total Contract Amount with Adjustments |    |                           |                                                   |                                    |                           |                          |              |   |    | \$        | 10,209.00  | 2.4% |
|                                        |    |                           |                                                   |                                    |                           |                          |              |   |    | \$        | 440,788.00 |      |



## CHANGE ORDER

**PROJECT NAME:**

Eaton ES EMS Replacement  
1451 East Sierra Ave  
Fresno, CA 93710

**CHANGE ORDER No. :****001**

DSA File No. :

XX-XXX

Application No. :

02-1xxxxxx

**CONTRACTOR :**

Strategic Mechanical, Inc  
4661 E. Commerce Ave  
Fresno, CA 93725

**DESIGNER'S PROJECT No. :**

20138

**FUSD BID/CONTRACT No. :**

21-47

**CONTRACTOR P.O. No. :**

703901B

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

|                                                                                  |                   |            |
|----------------------------------------------------------------------------------|-------------------|------------|
| The original Contract Sum was .....                                              | \$                | 303,362.00 |
| Net change by previously authorized Change Orders .....                          | \$                | -          |
| The Contract Sum prior to this Change Order was .....                            | \$                | 303,362.00 |
| The Contract Sum will be adjusted by .....                                       | \$                | 5,996.16   |
| The new Contract Sum, including this Change Order will be .....                  | \$                | 309,358.16 |
| The Contract Completion date prior to this Change Order was .....                |                   | 4-Oct-21   |
| The Contract Time will be adjusted by .....                                      | (3) Calendar Days |            |
| The new Contract Completion date, including this Change Order is therefore ..... |                   | 7-Oct-21   |

**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: 9-28-21

**Accepted by:**

Strategic Mechanical, Inc  
4661 E. Commerce Ave  
Fresno, CA 93725

**CONTRACTOR:**

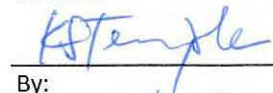
  
By: Daniel Brown

Date: 9-28-21

**Authorized by:**

Fresno Unified School District  
4600 N. Brawley  
Fresno, CA 93722

**OWNER:**

  
By:

Date: 9/30/2021



## CHANGE ORDER

*You are directed to make the following changes in this Contract:*

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Addition of ceiling access door below electric duct heater, EDH-2, in MPR

**REASON FOR CHANGE:**

Increased access to unit for maintenance.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

RFI-2; RFC-001

Amount of this Change Order Item:

**Increase \$ 798.65**

Time adjustment by this Change Order Item:

**Increase 1 Days**

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Provide addition of controls for second heat pump unit found in Classroom 25.

**REASON FOR CHANGE:**

Provides district control of classroom heat pump through the new energy management system.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

RFC-002

Amount of this Change Order Item:

**Increase \$ 5,197.51**

Time adjustment by this Change Order Item:

**Increase 2 Days**

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 5,996.16**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 3 DAYS**

**\*\*\* End of CHANGE ORDER \*\*\***



Maintenance & Operations

Project Name: Eaton Elementary EMS Replacement

DSA #: NA  
BID #: 21-47

## Change Order Summary

Date: 9/30/2021

Contractor: Strategic Mechanical Inc

Architect: Lawrence Engineering Group

Change Order: 1

### Contract Summary:

Bid Award Amount(s)

|                         |    |            |
|-------------------------|----|------------|
| Base Bid:               | \$ | 303,362.00 |
| Base Bid:               | \$ | -          |
| Additive Alternate 1:   | \$ | -          |
| Additive Alternate 2:   | \$ | -          |
| Additive Alternate 3:   | \$ | -          |
| Additive Alternate 4:   | \$ | -          |
| Total Agreement Amount: | \$ | 303,362.00 |

### Contract Adjustments:

Total Contract Amount

\$ 303,362.00

Contract Adjustments:

|         | District Requested | Governing agency req'd<br>change post-bid | Unknown, unforeseen, hidden | Designer E & O | District/Designer | Total       |
|---------|--------------------|-------------------------------------------|-----------------------------|----------------|-------------------|-------------|
| CO #001 | \$ -               | \$ -                                      | \$ 5,996.16                 | \$ -           | \$ -              | \$ 5,996.16 |
| CO #002 | \$ -               | \$ -                                      | \$ -                        | \$ -           | \$ -              | \$ -        |
| CO #003 | \$ -               | \$ -                                      | \$ -                        | \$ -           | \$ -              | \$ -        |
|         | \$ -               | \$ -                                      | \$ -                        | \$ -           | \$ -              | \$ -        |
|         | \$ -               | \$ -                                      | \$ -                        | \$ -           | \$ -              | \$ -        |
|         | \$ -               | \$ -                                      | \$ -                        | \$ -           | \$ -              | \$ -        |

Totals: \$ - 0% \$ - 0% \$ 5,996.16 100% \$ - 0% \$ - 0% \$ 5,996.16 \$ 5,996.16 2.0%

Total Contract Amount with Adjustments

\$ 309,358.16



## CHANGE ORDER

**PROJECT NAME:**

Chilled Water Buffer Tank Installation at Various Sites

**CHANGE ORDER No. :****001**

DSA File No. :

NA

Application No. :

NA

**CONTRACTOR :**Strategic Mechanical Inc.  
4661 E. Commerce Avenue  
Fresno, CA 93725**DESIGNER'S PROJECT No. :**

NA

**FUSD BID/CONTRACT No. :**

21-49

**CONTRACTOR P.O. No. :**

703909

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

|                                                                                  |                |            |
|----------------------------------------------------------------------------------|----------------|------------|
| The original Contract Sum was .....                                              | \$             | 301,096.00 |
| Net change by previously authorized Change Orders .....                          | \$             | -          |
| The Contract Sum prior to this Change Order was .....                            | \$             | 301,096.00 |
| The Contract Sum will be adjusted by .....                                       | \$             | 5,099.37   |
| The new Contract Sum, including this Change Order will be .....                  | \$             | 306,195.37 |
| The Contract Completion date prior to this Change Order was .....                | Sept. 29, 2021 |            |
| The Contract Time will be adjusted by .....                                      | 0              |            |
| The new Contract Completion date, including this Change Order is therefore ..... | Sept. 29, 2021 |            |

**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:**

NA

**ARCHITECT/ENGINEER:**

By:

Date:

**Accepted by:**Strategic Mechanical Inc.  
4661 E. Commerce Ave  
Fresno, CA 93725**CONTRACTOR:**

By: Chad Petty

Date: 9/30/21

**Authorized by:**Fresno Unified School District  
4600 N. Brawley Ave.  
Fresno CA 93722**OWNER:**

By: Karin Temple, COO

Date:

**You are directed to make the following changes in this Contract:**

**Item 1-1**

**DESCRIPTION OF CHANGE:**

Fremont Elementary: Increase pipe size to match existing pipe size.

**REASON FOR CHANGE:**

Contract drawings indicated 2" copper pipe size, but once insulation was removed it is actually 3" copper pipe.

**CHANGE CATEGORY:**

Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

Proposal from Strategic Mechanical Dated June 25, 2021

Amount of this Change Order Item:

Increase \$ 4,269.79

Time adjustment by this Change Order Item:

Increase 0

**Item 1-2**

**DESCRIPTION OF CHANGE:**

Storey Elementary: Reduce length of piping run and concrete pad addition

**REASON FOR CHANGE:**

Contractor suggested an alternate routing and an addition of a concrete pad for tank that reduced cost

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Proposal from Strategic Mechanical Dated September 13, 2021

Amount of this Change Order Item:

Decrease \$ 1,832.54

Time adjustment by this Change Order Item:

Increase 0

**Item 1-3**

**DESCRIPTION OF CHANGE:**

Fresno High: Add concrete pads for tank and pipe support

**REASON FOR CHANGE:**

Area around chiller is asphalt. Weight of tank would be better supported by concrete pad.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Proposal from Strategic Mechanical Dated June 25, 2021

Amount of this Change Order Item:

Increase \$ 2,662.11

Time adjustment by this Change Order Item:

Increase 0

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE \$ 5,099.37**

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**

**INCREASE 0 DAYS**

**\*\*\* End of CHANGE ORDER \*\*\***



Maintenance & Operations

Project Name: Chilled Water Buffer Tank Installation

DSA #: NA  
BID #: 21-49

## Change Order Summary

Date: 9/30/2021

Contractor: Strategic Mechanical Inc

Architect: NA

Change Order: 1

### Contract Summary:

Bid Award Amount(s)

|                                |           |                   |
|--------------------------------|-----------|-------------------|
| Base Bid:                      | \$        | 301,096.00        |
| Base Bid:                      | \$        | -                 |
| Additive Alternate 1:          | \$        | -                 |
| Additive Alternate 2:          | \$        | -                 |
| Additive Alternate 3:          | \$        | -                 |
| Additive Alternate 4:          | \$        | -                 |
| <b>Total Agreement Amount:</b> | <b>\$</b> | <b>301,096.00</b> |

### Contract Adjustments:

Total Contract Amount

\$ 301,096.00

Contract Adjustments:

|         | <u>District Requested</u> | <u>Governing agency req'd<br/>change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E &amp; O</u> | <u>District/Designer</u> | <u>Total</u> |
|---------|---------------------------|---------------------------------------------------|------------------------------------|---------------------------|--------------------------|--------------|
| CO #001 | \$ 829.58                 | \$ -                                              | \$ 4,269.79                        | \$ -                      | \$ -                     | \$ 5,099.37  |
| CO #002 | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |
| CO #003 | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |
|         | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |
|         | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |
|         | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |

Totals: \$ 829.58 1.6% \$ - 0% \$ 4,269.79 84% \$ - 0% \$ - 0% \$ 5,099.37 \$ 5,099.37 1.7%

Total Contract Amount with Adjustments

\$ 306,195.37





## CHANGE ORDER

**PROJECT NAME:**

Sunnyside High School Track Resurfacing  
1019 S Peach Ave.  
Fresno, CA 93727

**CHANGE ORDER No. :****001**

DSA File No. :

**NA**

Application No. :

**NA****CONTRACTOR :**

Beynon Sports Surfaces, Inc.  
4668 N. Sonora  
Ave., Suite 101  
Fresno, CA 93722

**DESIGNER'S PROJECT No. :****NA****FUSD BID/CONTRACT No. :** 21-51**CONTRACTOR P.O. No. :** 703992

**Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:**

|                                                                                  |    |                   |
|----------------------------------------------------------------------------------|----|-------------------|
| The original Contract Sum was .....                                              | \$ | 510,790.00        |
| Net change by previously authorized Change Orders .....                          | \$ | -                 |
| The Contract Sum prior to this Change Order was .....                            | \$ | 510,790.00        |
| The Contract Sum will be adjusted by .....                                       | \$ | 20,667.17         |
| The new Contract Sum, including this Change Order will be .....                  | \$ | 531,457.17        |
| The Contract Completion date prior to this Change Order was .....                |    | 30-Aug-2021       |
| The Contract Time will be adjusted by .....                                      |    | (6) Calendar Days |
| The new Contract Completion date, including this Change Order is therefore ..... |    | 5-Sept-2021       |

**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:****ARCHITECT/ENGINEER: N/A**N/A

By:

Date:

**Accepted by:****CONTRACTOR:****Beynon Sports  
Surfaces, Inc.**

karol.fair@  
tarkett.com

Digitally signed by  
karol.fair@tarkett.com  
DN:  
cn=karol.fair@tarkett.com  
Date: 2021.09.15  
11:42:00 -07'00'

By:

Date: Sept 15, 2021**Authorized by:****OWNER:****Fresno Unified School District**By: Karin Temple, COODate: 9/27/2021





## CHANGE ORDER

*You are directed to make the following changes in this Contract:*

**Item 1-1 DESCRIPTION OF CHANGE:**

Remove & replace 1,600 SF of asphalt adjacent to new chute area and restrooms and repave 3" thick.

**REASON FOR CHANGE:**

Finish grade of new track chute area did not match existing asphalt.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Proposal from Beynon Sports Surfaces, Inc. dated 8/5/2021. (Attached)

Amount of this Change Order Item:

Increase: \$9,900.00

Time adjustment by this Change Order Item:

Increase: (3) Calendar Days

**Item 1-2 DESCRIPTION OF CHANGE:**

Modify existing track subsurface asphalt to allow better cross slope for drainage.

**REASON FOR CHANGE:**

Existing asphalt and concrete mowstrip grades at southwest corner chute too flat for proper storm drainage.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Proposal from Beynon Sports Surfaces, Inc. dated 8/5/2021. (Attached)

Amount of this Change Order Item:

Increase: \$14,631.67

Time adjustment by this Change Order Item:

Increase: (3) Calendar Days

**Item 1-3 DESCRIPTION OF CHANGE:**

Credit for unused asphalt repair allowance.

**REASON FOR CHANGE:**

Balance of allowance for repairs to existing asphalt.

**CHANGE CATEGORY:**

District requested change.

**DOCUMENT REFERENCE:**

Proposal from Beynon Sports Surfaces, Inc. dated 9/14/2021. (Attached)

Amount of this Change Order Item:

Decrease: (\$3,864.50)

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: \$20,667.17

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (6) CALENDAR DAYS

\*\*\* End of CHANGE ORDER \*\*\*

**Change Order Item Detail**



Maintenance & Operations

## Project Financial Summary

**Project Name:** Sunnyside High School Track Resurfacing

**Date:** 9/27/2021

**Contractor:** Beynon Sports Surfaces Inc.

**DSA #:** NA

**Architect:** NA

**BID #:** 21-51

**Change Order:** 1

### Contract Summary:

Bid Award Amount(s)

|                                |                      |
|--------------------------------|----------------------|
| Base Bid:                      |                      |
| Base Bid:                      | \$ 510,790.00        |
| Additive Alternate 1:          | \$ -                 |
| Additive Alternate 2:          | \$ -                 |
| Additive Alternate 3:          | \$ -                 |
| Additive Alternate 4:          | \$ -                 |
| <b>Total Agreement Amount:</b> | <b>\$ 510,790.00</b> |

### Contract Adjustments:

Total Contract Amount

\$ 510,790.00

Contract Adjustments:

|         | <u>District Requested</u> | <u>Governing agency req'd<br/>change post-bid</u> | <u>Unknown, unforeseen, hidden</u> | <u>Designer E &amp; O</u> | <u>District/Designer</u> | <u>Total</u> |
|---------|---------------------------|---------------------------------------------------|------------------------------------|---------------------------|--------------------------|--------------|
| CO #001 | \$ 20,667.17              | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ 20,667.17 |
| CO #002 | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |
| CO #003 | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |
|         | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |
|         | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |
|         | \$ -                      | \$ -                                              | \$ -                               | \$ -                      | \$ -                     | \$ -         |

Totals: \$ 20,667.17 4% \$ - 0% \$ - 0% \$ - 0% \$ - 0% \$ 20,667.17 \$ 20,667.17 4.0%

Total Contract Amount with Adjustments

\$ 531,457.17

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**AGENDA ITEM A-17**

**AGENDA SECTION: A**

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

**ACTION REQUESTED: Ratify**

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

**TITLE AND SUBJECT: Ratify the Filing of Notices of Completion**

**ITEM DESCRIPTION:** Included in the Board binders are Notices of Completion for the following projects, which have been completed according to plans and specifications:

**Bid 21-45, Webster Elementary School Multipurpose Room Plumbing Replacement**

For Information Only

Original contract amount: \$ 219,913

Change Order(s) previously ratified: \$ 10,146

Contract amount: \$ 230,059

**Bid 21-49, Chilled Water Buffer Tank Installation at Various Sites**

For Information Only

Original contract amount: \$ 301,096

Change Order(s) previously ratified: \$ 5,100

Contract amount: \$ 306,196

**Bid 21-51, Sunnyside High School Track Resurfacing**

For Information Only

Original contract amount: \$ 510,790

Change Order(s) previously ratified: \$ 20,668

Contract amount: \$ 531,458

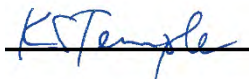
**FINANCIAL SUMMARY:** Retention funds are released in accordance with contract terms and California statutes.

**PREPARED BY:** Ann Loorz,  
Executive Director, Purchasing

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

**CABINET APPROVAL:** Karin Temple,  
Chief Operating Officer

**SUPERINTENDENT APPROVAL:**





**NO FEE REQUIRED**

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

**2021-0171890**

**FRESNO County Recorder  
Paul Dictos, CPA**

Thursday, Oct 14, 2021 02:26:37 PM

**CONFORMED COPY**

Copy of document recorded.  
Has not been compared with original.

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

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

**NOTICE OF COMPLETION (AND ACCEPTANCE)**

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **September 30, 2021.**

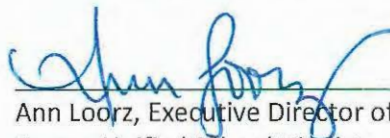
The work done was **Multipurpose Room Plumbing Replacement** **Bid No. 21-45.**  
*This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.*

6. The Name of the contractor, if any, for such work of improvement was:  
**Ardent General, Inc.** **2960 N. Burl Avenue, Fresno, CA 93727** **June 17, 2021**  
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)

7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

**Webster Elementary School** **2600 E. Tyler Avenue, Fresno, CA 93701** **DSA No.: n/a**

Date: **October 13, 2021**



Ann Looz, Executive Director of Purchasing  
Fresno Unified School District

**VERIFICATION**

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **October 13, 2021** at **Fresno**,



Ann Looz, Executive Director of Purchasing  
Fresno Unified School District



**NO FEE REQUIRED**

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

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

**2021-0171891**

FRESNO County Recorder  
Paul Dictos, CPA

Thursday, Oct 14, 2021 02:29:43 PM

**CONFORMED COPY**

Copy of document recorded.  
Has not been compared with original.

**NOTICE OF COMPLETION (AND ACCEPTANCE)**

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

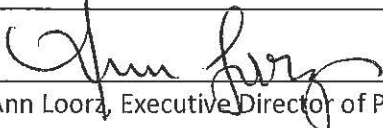
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is FRESNO UNIFIED SCHOOL DISTRICT
3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721
4. The nature of the interest or estate of the owner is: IN FEE

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **September 29, 2021**. The work done was Chilled Water Buffer Tank Installation at Various sites Bid No. 21-49.  
*This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.*
6. The Name of the contractor, if any, for such work of improvement was:  
Strategic Mechanical Inc. 4661 E. Commerce Ave. Fresno, CA 93725 July 1, 2021  
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE") (DATE OF CONTRACT)
7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows:

See Page 2

Date: October 13, 2021

  
Ann Lora, Executive Director of Purchasing  
Fresno Unified School District

**VERIFICATION**

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 13, 2021 at Fresno,

  
Ann Lora, Executive Director of Purchasing  
Fresno Unified School District

## NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 21-49,

General Contractor: Strategic Mechanical

Project Name: Chilled Water Buffer Tank Installation at Various Sites

|                                      |                                                 |                     |
|--------------------------------------|-------------------------------------------------|---------------------|
| <u>Addams Elementary School</u>      | <u>2117 W. McKinley Ave., Fresno, CA 93728</u>  | <u>DSA No.: n/a</u> |
| <u>Anthony Elementary School</u>     | <u>1542 E. Webster Ave., Fresno, CA 93728</u>   | <u>DSA No.: n/a</u> |
| <u>Ayer Elementary School</u>        | <u>5272 E. Lowe Ave., Fresno, CA 93727</u>      | <u>DSA No.: n/a</u> |
| <u>Aynesworth Elementary School</u>  | <u>4765 E. Burns Ave., Fresno, CA 93725</u>     | <u>DSA No.: n/a</u> |
| <u>Balderas Elementary School</u>    | <u>4625 E. Florence Ave., Fresno, CA 93725</u>  | <u>DSA No.: n/a</u> |
| <u>Easterby Elementary School</u>    | <u>5211 E. Tulare St., Fresno, CA 93727</u>     | <u>DSA No.: n/a</u> |
| <u>Fremont Elementary School</u>     | <u>1005 W. Weldon Ave., Fresno, CA 93705</u>    | <u>DSA No.: n/a</u> |
| <u>Greenberg Elementary School</u>   | <u>5081 E. Lane Ave., Fresno, CA 93727</u>      | <u>DSA No.: n/a</u> |
| <u>Leavenworth Elementary School</u> | <u>4220 E. Thomas Ave., Fresno, CA 93702</u>    | <u>DSA No.: n/a</u> |
| <u>Storey Elementary School</u>      | <u>5250 E. Church Ave., Fresno, CA 93725</u>    | <u>DSA No.: n/a</u> |
| <u>Thomas Elementary School</u>      | <u>4444 N. Millbrook Ave., Fresno, CA 93726</u> | <u>DSA No.: n/a</u> |
| <u>Cooper Middle School</u>          | <u>2277 W. Bellaire Way., Fresno, CA 93705</u>  | <u>DSA No.: n/a</u> |
| <u>Fort Miller Middle School</u>     | <u>1302 E. Dakota Ave., Fresno, CA 93704</u>    | <u>DSA No.: n/a</u> |
| <u>Terronez Middle School</u>        | <u>2300 S. Willow Ave., Fresno, CA 93725</u>    | <u>DSA No.: n/a</u> |
| <u>Yosemite Middle School</u>        | <u>1292 N. Ninth St., Fresno, CA 93703</u>      | <u>DSA No.: n/a</u> |
| <u>Edison High School</u>            | <u>540 E. California Ave., Fresno, CA 93706</u> | <u>DSA No.: n/a</u> |
| <u>Fresno High School</u>            | <u>1839 Echo Ave., Fresno, CA 93704</u>         | <u>DSA No.: n/a</u> |

**NO FEE REQUIRED**

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

**2021-0164594****FRESNO County Recorder  
Paul Dietos, CPA**

Wednesday, Oct 06, 2021 01:51:43 PM

**CONFORMED COPY**

Copy of document recorded.  
Has not been compared with original.

**RECORDING REQUESTED BY AND****WHEN RECORDED MAIL TO:**

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

**NOTICE OF COMPLETION (AND ACCEPTANCE)**

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

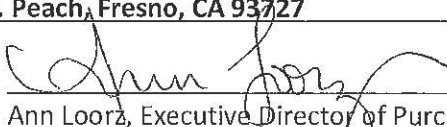
1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **September 5, 2021**. The work done was **Sunnyside High School Track Resurfacing** **Bid No. 21-51.**  
*This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.*
6. The Name of the contractor, if any, for such work of improvement was:  
**Beynon Sports Surfaces, Inc. 4668 N Sonora Ave, Fresno, CA 93722** **June 18, 2021**  
(IF NO CONTRACTOR FOR WORK OR IMPROVEMENT AS A WHOLE, INSERT "NONE" (DATE OF CONTRACT))
7. The property on which said work of improvement was completed is in the City of **Fresno**, County of **Fresno**, State of California, and is described and the address is as follows:

**Sunnyside High School 1019 S. Peach, Fresno, CA 93727** **DSA No.: n/a**

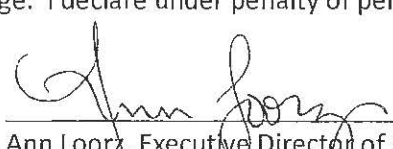
Date: **October 5, 2021**

  
Ann Looz, Executive Director of Purchasing  
Fresno Unified School District

**VERIFICATION**

I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on **October 5, 2021** at **Fresno**,

  
Ann Looz, Executive Director of Purchasing  
Fresno Unified School District

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**AGENDA ITEM B-18**

**AGENDA SECTION: B**

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

**ACTION REQUESTED: Approve**

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

**TITLE AND SUBJECT:** Discuss Measure M Update and Approve Revised Measure M Investment Priorities

**ITEM DESCRIPTION:** Staff will present a Measure M update including highlights of projects underway and planned; impact of construction cost escalation on project cost estimates and implementation; and recommended revisions to bond investment priorities. Measure M is Fresno Unified's \$325 million bond approved on March 03, 2020.

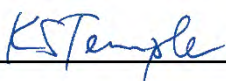
**FINANCIAL SUMMARY:** No direct fiscal impact to the district. Individual projects will be presented to the Board for approval.

**PREPARED BY:** Karin Temple,  
Chief Operating Officer

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

**CABINET APPROVAL:** Karin Temple,  
Chief Operating Officer

**SUPERINTENDENT APPROVAL:**

  
\_\_\_\_\_

  
\_\_\_\_\_



Fresno Unified  
School District

Agenda Item B-18



Fresno Unified School District

MEASURE



# Measure M Update and Revised Investment Priority Recommendations

Board of Education – November 17, 2021



# Measure M – March 2020, \$325 million

- Board approved bond priority projects in November 2019, and revised priorities in December 2020 to include CTE projects at Duncan, Edison and Sunnyside
- Measure M Series A bonds (\$80 million) issued June 2021; Series B issuance targeted for August-September 2022
- District maintains strong Moody's credit rating of Aa3 with stable outlook
- To date, \$43 million of Measure M has been expended and obligated
- Challenges of current conditions
  - Construction cost escalation – not enough funding to complete all identified projects
  - Project implementation impacted by labor and material shortages/delays
  - Lengthy regulatory project review/approval timelines
  - Expanded Division of the State Architect project requirements
  - Competing construction projects from other agencies

# Facility Improvement Program Accomplishments

- Addressing high priority needs
  - Cafeteria air conditioning/heating
  - CTE facilities, regular and early learning classrooms, libraries, cafeterias
  - Athletic facilities
  - Safety and security
  - Updating aging building infrastructure
- Advancing equity and baseline expectations
- Securing State funding for eligible projects
- Community economic impact – \$1.2 billion in projects since 2006
- Regular citizen oversight, independent review, clean audits



## Project Updates

# Addams Elementary

## Early Learning Classrooms, Entry/Admin Relocation

- New 5-classroom building and student support spaces
- Relocate campus entrance and admin office from McKinley Ave. to Hughes Ave. to improve access and safety
- New staff and visitor parking lot
- Anticipated completion Summer 2023



# Columbia Elementary

## Classroom Building, Site/Safety Improvements

- New 12-classroom building to replace portables
- Enhances supervision and safety on the triangular shaped site
- New exterior restrooms and parking lot with student drop-off/pick-up area
- Anticipated completion Fall 2022





# Del Mar Elementary

## Early Learning Classrooms, Safety/Access Improvements, Reconstructed Cafeteria

- New 7-classroom early learning building to replace portables
- Relocate campus entrance and admin office from Del Mar Ave. to Ashlan Ave. to improve access and safety
- Student support service offices
- Relocate and modernize library
- New cafeteria w/ air conditioning



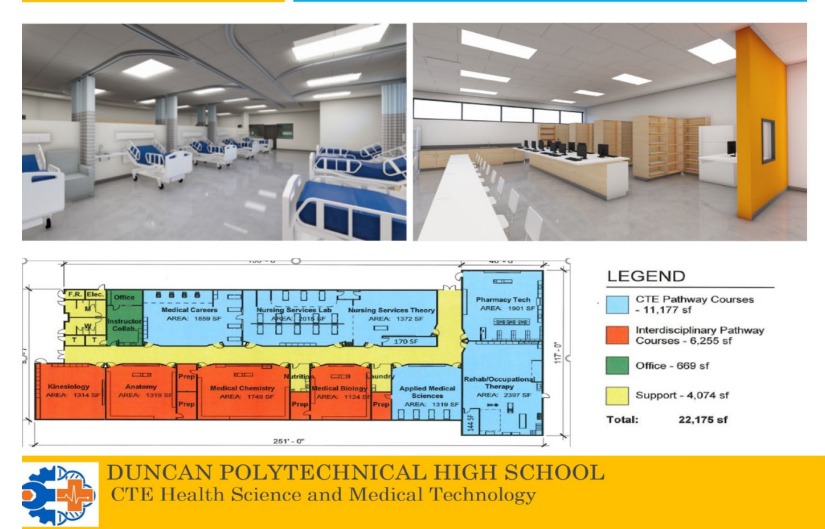
South-East View



# Duncan Polytechnical High

## CTE Classroom Building

- New 10-classroom building for Health Sci & Med Tech
- Access control and parking lot improvements
- New student quad area
- Playfield rehabilitation
- Partially funded by State grant
- Anticipated completion Summer 2022





# Edison High

## CTE Classroom Building

- 26,000 sf two-story building
- Arch/Eng (CAD), Health Sci & Med Tech (sports medicine), Info & Comm (IT programming and coding) pathways
- Replaces two portables and two obsolete permanent classroom buildings
- Partially funded by State grant
- Anticipated Board award recommendation Fall 2022



# Ericson Elementary

## Reconstructed Cafeteria with Air Conditioning

- Expanded cafeteria with stage, music storage room, restrooms
- Expanded kitchen
- Shaded outdoor eating area and portable kitchen to be provided during construction
- Anticipated Board award recommendation Spring 2022



# Francine and Murray Farber Educational Campus

## New Campus at Ventura and 10th

- Includes JE Young, Cambridge, eLearn Academy, CTE, and Educational Resource Center
- Two-story building and separate CTE/multipurpose building with 32 classrooms, CTE work rooms, multi-purpose room/cafeteria, office and parent engagement spaces, early learning classrooms
- Anticipated Board award recommendation February 2022





# Hoover High

## Library/Student Union Renovation and Expansion

- Remodel original library to new student union format
- Student support offices, one added classroom, computer lab
- New student store
- Exterior façade and canopy
- Anticipated Board award recommendation early 2022

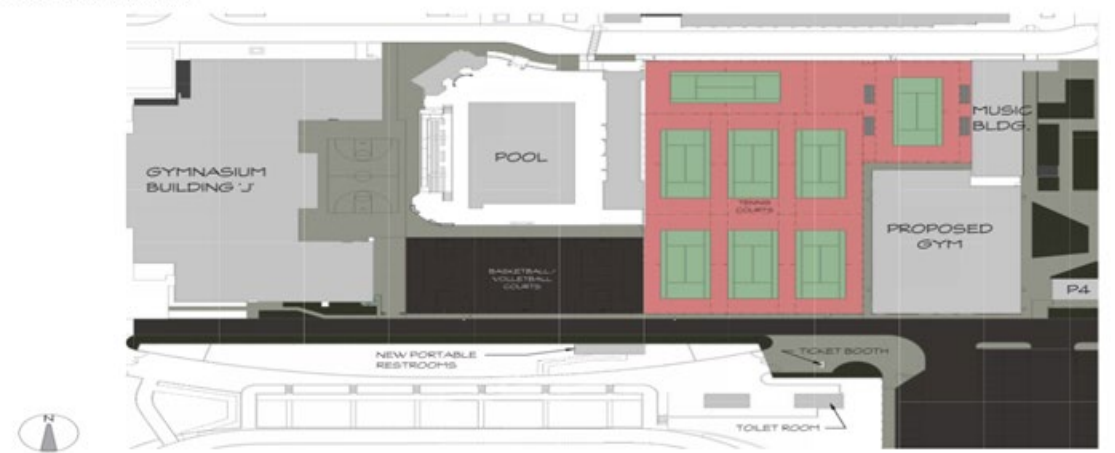


# McLane High

## Second Gym and Replace Tennis Courts

- Approx 14,000 sf with lobby, snack bar, restrooms and two athlete support spaces
- Revised athletic complex entrance and campus entrance from parking lot to improve circulation and safety/security
- Relocate and replace tennis and PE courts

MCLANE HIGH SCHOOL GYMNASIUM ENLARGED SITE PLAN  
Architectural Drawings & Images



MCLANE HIGH SCHOOL GYMNASIUM EXTERIOR RENDERING  
Architectural Drawings & Images





# Roosevelt High

## Theater and Library Renovation, Second Gym, West Hall Access, Student Support Services Spaces

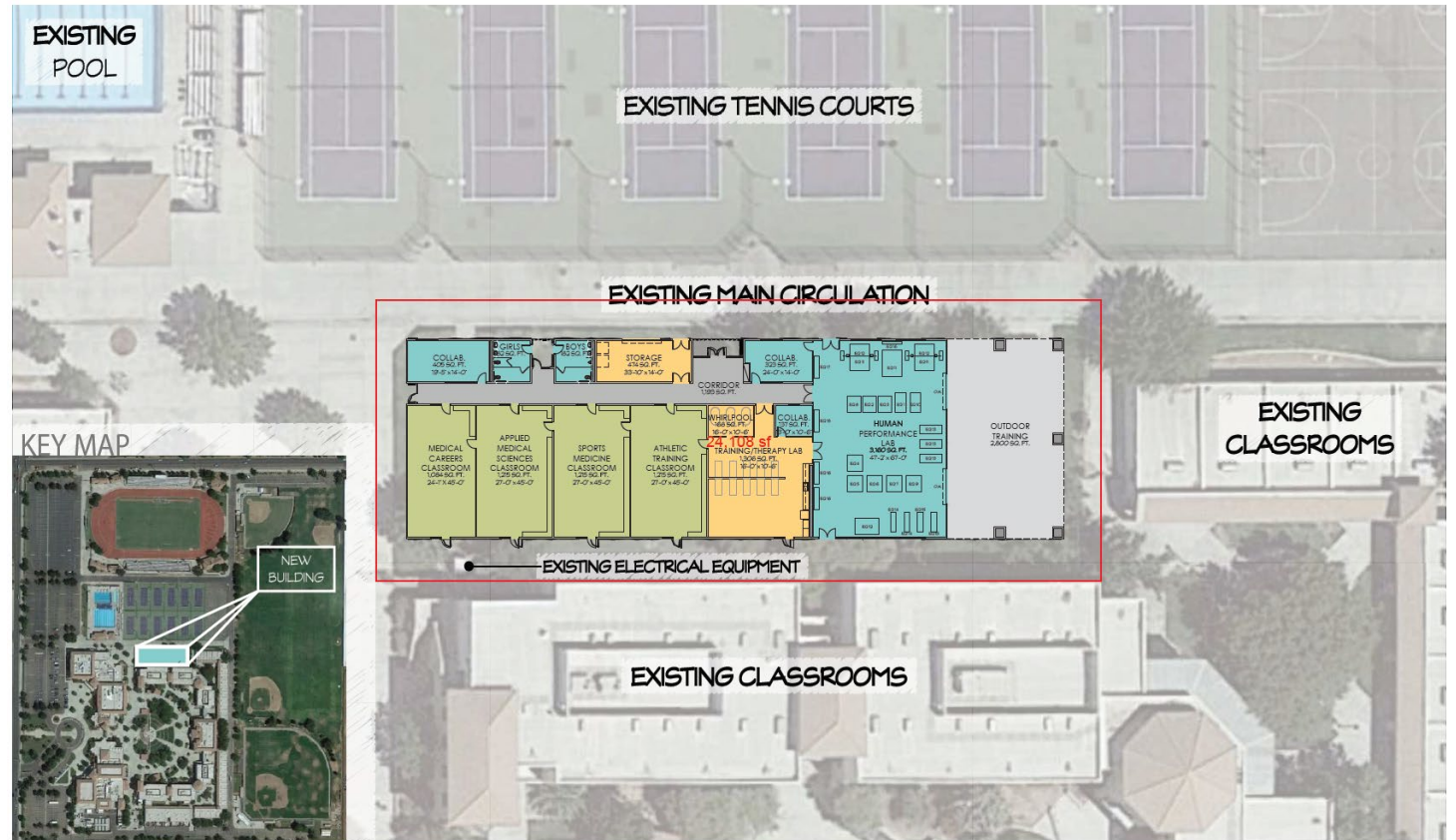
- Library: Updated student union concept, new exterior terrace, Parent Center space
- Theater: Improvements to entry, lobby, accessibility, sound system and acoustical; new finishes
- Second Gym: approx 14,000 sf with lobby, snack bar, restrooms and two athlete support spaces
- West Hall: improved circulation and access, new elevator tower
- Admin Office: remodel to add confidential student support spaces



# Sunnyside High

## CTE Classroom Building

- Health Sci & Med Tech (sports medicine)
- Human performance lab (weight room)
- Rehabilitation therapy lab (athletic trainer space)
- Collaboration space and support offices
- Partially funded by State grant
- Anticipated Board award recommendation Fall 2022





# Tehipite Middle

## E-Sports Center/CTE

- Remodel of existing shop building
- New air conditioning and finishes
- Elevated competition platform
- High ceiling space to allow drone competition
- Flexible floor space for robotics
- Restroom, snack bar, locker space
- Meeting space





# Yosemite Middle

## Modernize Classrooms and Gym/Locker Rooms

- Renovate eight classrooms
- Remodel locker rooms
- New HVAC in gym



# Various Projects in Evaluation/Design/Construction

- Site and safety/access upgrades
  - Elementary Schools: Birney, Calwa, Holland, Norseman, Roeding
  - Middle Schools: Baird, Cooper, Kings Canyon, Scandinavian, Tehipite
- Deferred maintenance including HVAC, electrical, plumbing, roofing, flooring, concrete, paving and play courts, gym lockers/bleachers/scoreboards
- Site and safety upgrades including marquees, play equipment, athletic fields, campus access control, public address systems, security cameras, lighting
- Confidential office, health services, and care/connect spaces for student support
- Accessibility, inclusion and special education program needs

# Recommended Revisions to Investment Priorities

- Fresno High: Two-Story Cafeteria
  - \$25 million estimated project cost
  - Currently in design, planned for 2024-2025 construction
  - Fresno High Second Gym construction targeted to start Fall 2023
  - ***Recommend funding Cafeteria construction from potential future bond***
- Education Center: Increase security and accessibility, move Constituent Services to first floor, add public/community spaces, upgrade Board Room technology and furnishings
  - \$5 million estimated project cost
  - Currently in design
  - ***Recommend funding Education Center improvements from General Fund***

# Additional Information

- Measure M funding and projects anticipated to be substantially complete early 2025
  
- Upcoming construction contract recommendations to Board (dates are targets):
  - Farber Educational Campus – February 2022
  - Hoover Library/Student Union Renovation and Expansion – Spring 2022
  - Del Mar Classrooms, Admin/Library, Cafeteria, Site Improvements – Spring 2022
  - Edison and Sunnyside CTE Facilities – Fall 2022

# Recommendation

## **Approve revised Measure M investment priorities identified in presentation and backup material included in Board binders**

Cost estimates provided are preliminary, rough order-of-magnitude projections based on current information; actual project costs will depend on final project scope and specifications, Board direction, and pricing at time of bid.

Project implementation and scheduling depend on available funding and timelines for campus and community input, the design and regulatory processes, advertising/bidding, and Board approval.



Fresno Unified School District  
Board Agenda Item

Board Meeting Date: November 17, 2021

**AGENDA ITEM C-19**

**AGENDA SECTION: C**

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

**ACTION REQUESTED: Receive**

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

**TITLE AND SUBJECT:** Receive the Fresno Unified School District First Quarter Investment Report for Fiscal Year 2021/22

**ITEM DESCRIPTION:** Included below is the first quarterly investment report for the period ending September 30, 2021. 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 September 30, 2021, 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 | \$608,277,241  |
| Investment with Trustees        | \$192,343,362* |

\*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.

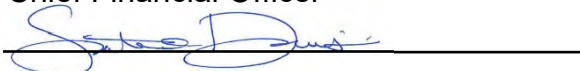
**FINANCIAL SUMMARY:** There is no fiscal impact to the district at this time.

**PREPARED BY:** Kim Kelstrom  
Executive Officer



**DIVISION:** Administrative Services  
**PHONE NUMBER:** (559) 457-6226

**CABINET APPROVAL:** Santino Danisi  
Chief Financial Officer



**SUPERINTENDENT APPROVAL:**

