



Addendum
April 16, 2021
Noted on page 2

BOARD OF EDUCATION
REGULAR MEETING
2727 N CEDAR AVENUE
McLANE LIBRARY
FRESNO, CA 93703
www.fresnounified.org/board

AGENDA
WEDNESDAY, APRIL 21, 2021
***4:30 P.M. (CLOSED SESSION) *6:15 P.M. (OPEN SESSION)**
McLANE HIGH SCHOOL LIBRARY

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

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES

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. Additionally, any member of the public may address the board by submitting an email to publiccomment@fresnounified.org. Please include your name, agenda item number or subject matter being addressed, along with a 250-word description of the subject matter being addressed. Emails received by no later than 8:00 p.m. on April 20, 2021 will be included for the Board's information and/or discussion and will be posted on www.fresnounified.org/board prior to the Board meeting and remain on the webpage for one (1) week. Consistent with Board Bylaw 9323 any statements submitted for public comment that are inappropriate in nature, including, but not limited to statements that are obscene, threatening or substantially disruptive to school operations, will either be redacted, or will not be posted. Consistent with Board Bylaw 9324, "the minutes shall reflect the names of those individuals who comment during the meeting's public comment period as well as the topics they address."

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

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).
 - a. Assistant Superintendent
 - b. Principal
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
 - a. Risk Management Litigation Report
6. Conference with Legal Counsel Anticipated/Pending/Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Potential Case: One (1)

***6:15 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

A staff member will lead the flag salute.

HEAR Reports from Student Advisory Representatives

An opportunity is provided to hear comments/reports from Student Advisory Representatives from Bullard High School. Contact person: Kim Mecum, telephone 457-3731.

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

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-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 April 07, 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, APPROVE Minutes from Prior Meeting

Included in the Board binders are the draft minutes for the March 17, 2021 Regular Board Meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Robert G. Nelson, telephone 457-3884.

A-4, ADOPT Resolution Proclaiming May 6 – 10, 2021 Teacher and Substitute Teacher Appreciation Week

Included in the Board binders is a resolution proclaiming May 6 – 10, 2021 as Teacher/ Substitute Teacher Appreciation Week. Fresno Unified teachers and substitute teachers work collaboratively with the Board of Education, Superintendent, administrators and staff in support of increasing student achievement and preparing career ready graduates. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3548.

A-5, ADOPT Variable Term Waiver for Career Technical Education Credential Holders

Included in the Board binders is a Variable Term Waiver for Career Technical Education (CTE) credential holders. The Commission on Teacher Credentialing has stated the preliminary CTE holders be issued a Variable Term Waiver for the English Learner Authorization until the CTE program is completed. The Superintendent recommends adoption. 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-6, APPROVE Budget Revision No. 4 for Fiscal Year 2020/21

Included in the Board binders is Budget Revision No. 4 for fiscal year 2020/21. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 4 includes adjustments for updated information and necessary adjustments to support the acceptance of various grant awards. The Superintendent recommends approval. Fiscal impact: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$106.8 million at June 30, 2021. Contact person: Santino Danisi, telephone 457-6226.

A-7, APPROVE Award of Bid 21-35, Jackson Elementary Multipurpose Building Reconstruction

Included in the Board binders is information on Bid 21-35, for demolition of the existing multipurpose building (cafeteria) built in 1950 at Jackson Elementary School, and construction of a new facility. The new multipurpose building will include cafeteria and kitchen spaces, air conditioning, student restrooms, partitions for music classes and instrument storage on the stage, and five support space offices. Staff recommends award to the lowest responsive, responsible bidder: BVI Construction, Inc. (Fresno, California) \$3,203,500. The Superintendent recommends approval. Fiscal impact: Sufficient funding in the amount of \$3,203,500 is available in the Measure X Fund. Contact person: Karin Temple, telephone 457-3134.

A-8, APPROVE Graduation Agreements for the Class of 2020 and 2021

As part of the district's commitment to preparing College and Career Ready Graduates, included in the Board binders are three Independent Contractor Services Agreements and tentative schedules for the Class of 2020 and 2021 graduation ceremonies. Agreements include facilities, health safety, security, audio-visual services, staging, parking, additional seating, and photography to host graduation ceremonies for all Fresno Unified graduates from the Class of 2020 and the Class of 2021. Ceremonies will be held May 24, 2021, June 01 - 04, 2021, and June 07 - 10, 2021. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$234,191 are available in the Goal 2 budget. Contact person: Kim Mecum, telephone 457-3731.

A-9, RATIFY Grant Application to the Learning Communities for School Success Program

Ratification is requested for a grant application to the California Department of Education for the Learning Communities for School Success Program (LCSSP). The goals of the LCSSP are to support evidence-based practices designed to keep the most vulnerable pupils in school. Funding from the LCSSP will be used to expand and enhance Tier II and Tier III supports for students in need of targeted behavior, attendance, and social emotional interventions as part of the district's Multi-tiered System of Support framework. The Superintendent recommends

A. CONSENT AGENDA – continued

ratification. Fiscal impact: Grant requests \$2,000,000 for the three-year project duration. Contact person: Kim Mecum, telephone 457-3731.

A-10, RATIFY Change Orders for the Projects Listed Below

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

- Bid 20-20, McLane High Library Modernization
Change Order 6 presented for ratification \$ 19,595
- Bid 20-30, Roosevelt High School Cafeteria Modernization
Change Order 4 presented for ratification \$ 152,621
- Bid 20-49, Juan Felipe Herrera New Elementary School
Change Order 2 presented for ratification \$ 123,740

The Superintendent recommends ratification. Fiscal impact: Sufficient Funds in the amount of \$295,956 are available in the Measure X Fund for Bids 20-20, 20-30 and 20-49. Contact person: Karin Temple, telephone 457-3134.

A-11, RATIFY the Filing of Notices of Completion

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

- Bid 20-20, McLane High Library Modernization
- Bid 21-08, Sunnyside High School Stadium Turf Installation

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 or by submitting an email to publiccomment@fresnounified.org. Please include your name, agenda item number or subject matter being addressed, along with a 250-word description of the subject matter being addressed. Emails received by no later than 8:00 p.m. on April 20, 2021 will be included for the Board's information and/or discussion and will be posted on www.fresnounified.org/board prior to the board meeting and remain on the webpage for one (1) week.

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

***7:15 P.M.**

B-12, OPPORTUNITY for PUBLIC DISCLOSURE and RATIFICATION of the 2019-2022 Negotiated Collective Bargaining Agreement between Fresno Unified School District and International Association of Machinists and Aerospace Workers

In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into written agreement with an exclusive representative. Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and International Association of Machinists and Aerospace Workers. The Superintendent recommends ratification. Fiscal impact: The estimated cost is included in the disclosure agreement. Contact person: Paul Idsvoog, telephone 457-3548.

B. CONFERENCE/DISCUSSION AGENDA – continued

***7:20 P.M.**

B-13, PRESENT and DISCUSS Student Voice Collaborative for the 2020/21 School Year

The Superintendent and Student Voice Collaborative will provide an update regarding their progress around the concerns that were discussed collectively during the February 10, 2021 meeting with Superintendent Dr. Robert G. Nelson, as well as with the Board of Trustees on February 17, 2021. In addition, a summary of the meeting held on April 14, 2021 with Superintendent Dr. Robert G. Nelson will be provided. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Lindsay Sanders, telephone 457-3471.

***7:45 P.M.**

B-14, PRESENT and DISCUSS Introduction to Attendance Boundary Adjustments

Staff will present an introduction to the evaluation and development of recommendations for potential school attendance boundary adjustments. Topics include the relationship of school boundaries to feeder progression, objectives and considerations in the development of boundary adjustment recommendations, boundary adjustments implemented since 2013/14, concerns and challenges from past boundary adjustment recommendation processes, and the targeted timeline for future boundary creation/adjustment recommendations. This is an informational presentation only; no boundary adjustments are recommended at this time. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Karin Temple, telephone 457-3134.

***8:15 P.M.**

B-15, PRESENT and DISCUSS the 2021/22 Strategic Budget Development

The Board of Education has discussed the Governor's Proposed Budget and the potential impacts on Fresno Unified, as well as the strategic budget development process, at the following Board of Education meetings:

- January 20, 2021
- February 17, 2021
- March 17, 2021
- February 03, 2021
- March 10, 2021
- April 07, 2021

On April 21, 2021, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Santino Danisi, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

There are no items for this portion of the agenda.

D. ADJOURNMENT

**NEXT REGULAR MEETING
WEDNESDAY, MAY 05, 2021**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 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 M. Nelson

Fresno Unified School District

Date: April 21, 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 2020-2021.

ELECTIONS**Certificated Personnel**

Lusk	Brittany	Teacher, Middle School	Tioga Middle School	4/6/2021
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Classified Personnel

Alvarado	Bryan	Specialist, Information System	Technology Serv/Telecom	4/6/2021
Bryant	Gregory	Assistant, Campus Safety	Wilson Elementary	4/6/2021
Cardenas Gonzalez	Agueda	Nutrition Services Assistant	Packaging Center	4/6/2021
Cardenas Valencia	Margarita	Nutrition Services Assistant	Packaging Center	4/6/2021
Cervantes	Pauline	Paraprof, Moderate/Severe	Special Ed	4/6/2021
Cordero	Merly	Paraprof, Mild/Moderate	Wawona K-8 School	4/6/2021
Corrales	Maria	Nutrition Services Assistant	Packaging Center	4/6/2021
Damian	Lorena	Paraprof, Child Development	Birney Elementary	4/6/2021
Dejuarez	Grace	Assistant, Resrcr Cnslg	Prevention And Intervention	4/6/2021
Flores	Yolanda	Nutrition Services Assistant	Food Services	4/7/2021
Garcia	Daisy	Noontime Assistant	Ericson Elementary	3/30/2021
Gervacio Jaquez	Sylvia	Assistant, Resrcr Cnslg	Prevention And Intervention	4/6/2021
Godinez	Beatrice	Paraprof, Moderate/Severe	Kings Canyon Middle School	3/26/2021
Gutierrez	Margarita	Paraprof, Mild/Moderate	Williams Elementary	4/7/2021
Hernandez	Josephine	Paraprof, Moderate/Severe	Jefferson Elementary	3/24/2021
Johnson	Robyn	Paraprof, Mild/Moderate	Birney Elementary	4/6/2021
Lopez De Ibarra	Elizabeth	Nutrition Services Assistant	Food Services	4/19/2021
Malone	Kaylyn	Paraprof, Mild/Moderate	Fort Miller Middle School	4/6/2021
Martinez	Adriana	Transltr/Assessor Spanish	Multi-Lingual/Multi-Cultural	4/9/2021
Munoz Villafuerte	Diana	Paraprof, Mild/Moderate	Roosevelt High School	4/6/2021
Osuna	Celeste	Paraprof, Child Development	King Elementary	4/1/2021
Rollins	Stephanie	Assistant, Attendance Records	Fresno High School	4/6/2021
Roman Ismalej	Marlen	Paraprof, Moderate/Severe	Jefferson Elementary	3/26/2021
Villanueva	Fernando	Operator, Telecommunication I	Telecommunications	4/8/2021
Williams	Claudia	Nutrition Services Assistant	Food Services	4/6/2021
Williams	Valerie	Paraprof, After Schl/Ext Day	Manchester Gate	4/14/2021

Management Certificated

Gomez	Christina	Psychologist, School	Guidance & Psychological Svs	4/6/2021
Uriostegui Pavon	Jesica	Clinical School Social Worker	Prevention And Intervention	4/6/2021

RESIGNATIONS OR RETIREMENTS**Certificated Personnel**

Brasseaux-Wiley	Rene	Specialist, Resource, Sp Ed	Fresno High School	4/5/2021
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Huffman	Cohri	Teacher, Elementary	Muir Elementary	6/11/2021
Kelley	Steffi	Teacher, Elementary	Turner Elementary	7/3/2021-6/12/2021
Pollard	Gayle	Teacher, Elementary	Muir Elementary	6/15/2021-4/30/2021

Classified Personnel

Baldwin	Paula	Emp Service Center Specialist	Payroll Department	6/30/2021
Golden	Rolinda	Noontime Assistant	Fort Miller Middle School	3/13/2021
Johnson	Danny	Custodian	Plant Operations	4/1/2021
Tafolla Viana	Maria	Noontime Assistant	Sunset Elementary	3/26/2021

LEAVE REQUEST

Certificated Personnel

Bush	Andrea	Teacher, Elementary	Addams Elementary	4/5/2021
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Classified Personnel

Castellanos	Aimee	Paraprof, Instructional Asst	Roeding Elementary	4/5/2021
Martinez	Felix	Custodian	Duncan Polytechnical	3/22/2021
Ramirez	Maria	Paraprof, Instructional Asst	Fremont Elementary	4/19/2021
Sanchez	Ana	Assistant, School Office	Mayfair Elementary	4/26/2021
Sanchez	Carolina	Paraprof, Moderate/Severe	Ahwahnee Middle School	4/5/2021
Turner	Chinia	Paraprof, Mild/Moderate	Birney Elementary	4/5/2021
Valdez-Estrada	Adriana	Assistant, School Office	Roosevelt High School	4/5/2021
Wallace	Melissa	Paraprof, Moderate/Severe	Figarden Elementary	4/29/2021

PROMOTIONS

Classified Personnel

Corona	Yajaira	Assistant, Resrce Cnslg Span	Yokomi Elementary	4/26/2021
Kaur	Surjit	Nutrition Services Operator	Food Services	2/1/2021
Lor	Vang	Custodian, Lead	Bullard High School	4/6/2021
Mora	Nicolasa	Paraeducator, Autism	Anthony Elementary	4/20/2021

Management Classified

Olais	Felicia	Manager I (General)	Alternative Education Office	4/6/2021
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Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 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: Approve Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the March 17, 2021 Regular Board Meeting.

FINANCIAL SUMMARY: There is no fiscal impact to the district at 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
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, SECOND FLOOR
FRESNO, CA 93721-2287
www.fresnounified.org/board

MINUTES - BOARD OF EDUCATION REGULAR MEETING Fresno Unified School District

**Fresno, California
March 17, 2021**

In accordance with Executive Order N-29-20 Paragraph 3, the March 17, 2021 Board of Education Regular Meeting was held via teleconferencing and was available for all members of the public seeking to observe via <http://go.fresnounified.org/ustream/>, or on the Ustream App on your Android or Apple device, Comcast Xfinity Channel 94 and AT&T U-Verse Channel 99, or through the following teleconference line:

Teleconference Line – English Dial in: +1 559-512-2623 Passcode: 982 851 552#

Teleconference Line – Spanish Dial in: +1 559-512-2623 Passcode: 951 997 541#

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on March 17, 2021, there were present Board Members Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis. Superintendent Dr. Nelson was also present.

Board President Davis CONVENED the Regular Board Meeting at 4:34 p.m. and ADJOURNED to Closed Session to address items one through seven.

The Board RECONVENED in Open Session at 5:47 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Cazares, seconded by Board Member Jonasson Rosas, the Board took action in Closed Session on a Workers' Compensation claim for Dianna Googooian, Case No, 2015-0253, 2015-0252, on a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mill, Major Slatic, and Thomas. ABSENT: Board President Davis.
- On a motion by Board Member Jonasson Rosas, seconded by Board Member Major Slatic, the Board took action in Closed Session on a Workers' Compensation claim for Maritza Lugo, Case No. 2017-0174, on a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mill, Major Slatic, Thomas, and Board President Davis.

Reporting Out of Closed Session - continued

- On a motion by Board Member Mills, seconded by Board Member Jonasson Rosas, the Board took action in Closed Session to appoint David Jansen as Executive Director, Technology Services, on a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

HEAR Reports from Student Board Representatives

The Board heard a report from Jade Johannes, Student Advisory Board representative from Hoover High School, and students from Hamilton K-8 School.

HEAR Report from Superintendent

- Shared plan to return to in-person instruction in the hybrid model in the red tier on April 6 for pre-k through second graders, as well as grades 7, 9 and 12. On April 13, we will welcome back the rest of our grades.
- Shared last night at midnight, our Parent Selection Form process closed. This was our way of gauging whether families wanted their students to return to in-class instruction or continue with distance learning from home. I am pleased to say we heard from 58,276 of our students – 82 percent – who responded and shared their plans for April instruction and 39 percent who wish to remain in distance learning at home. We did not hear from 17 percent of our students.
- Shared as part of our safe return, we are piloting random surveillance COVID-19 testing at the Hoover High School parking lot through a partnership with United Health Center. Thank you to the hundreds of district employees who have already participated, please watch this video to see the process.
- Shared this has been the strangest of years for all of us, so there is no better feeling than when I can share great news about our students excelling, despite all that they have had to overcome in the past 12 months. Once again Sunnyside High School has multiple seniors named as Dell Scholars. This prestigious program awards \$20,000 in scholarships, laptops and personal support to students who demonstrate a unique “GPA” of grit, potential, and ambition. Seven Sunnyside Wildcats have been named Dell Scholars. In addition, Sunnyside reports that 405 of 409 seniors who applied to Fresno State were accepted.
- Shared we received 244 applications for the Fresno Unified Scholarships, which are supported by our employees and the community. We will notify winners during the week following spring break.

BOARD/SUPERINTENDENT COMMUNICATION

Board Member Major Slatic: Asked if Superintendent Dr. Nelson acknowledged the receipt of community feedback pertaining to opening of schools.

Board Member Cazares: Thanked Superintendent Dr. Nelson for the quick turn around pertaining to testing. Reminded board colleagues that in a public setting, closed session items are not to be discussed with others.

Board President Davis: Expressed how encouraging it was to see District busses out in the community.

OPPORTUNITY FOR PUBLIC COMMENT ON CONSENT AGENDA ITEMS

The Board received zero submissions for public comment for items on the Consent Agenda.

On a motion by Board Member Major Slatic, seconded by Board Clerk Thomas, the Consent Agenda with the exception of items A-2, A-3, A-8, A-14, which were pulled by the Board for further discussion, was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

A. CONSENT AGENDA

A-1, APPROVE Personnel List

APPROVED as recommended, is the Personnel List, Appendix A, as submitted.

A-2, ADOPT Resolution Proclaiming April 2021 as “Remembrance of the Existence of the Armenian Genocide

ADOPTED as recommended, a resolution proclaiming the month of April 2021 as Remembrance of the Existence of the Armenian Genocide.

On a motion by Board Clerk Thomas, seconded by Board Member Islas, Agenda Item A-2 was adopted by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

A-3, ADOPT Resolution to Honor the Life of Activist Dolores Huerta

ADOPTED as recommended, a resolution to Honor the Life of Activist Dolores Huerta.

On a motion by Board Clerk Thomas, seconded by Board Member Islas, Agenda Item A-3 was adopted, with the amendment to change title of the resolution, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

A. CONSENT AGENDA – continued

- A-4, ADOPT Resolution Proclaiming April 2021 as School Library Month**
ADOPTED as recommended, a resolution proclaiming April 2021 as School Library Month.
- A-5, APPROVE Minutes from Prior Meetings**
APPROVED as recommended, draft minutes for the February 10, 2021 Special Board Meeting and the February 17, 2021 Regular Board Meeting.
- A-6, APPROVE Property and Liability Insurance for 2021/22**
APPROVED as recommended, a summary of quotations received from the district's insurance broker, Marsh & McLennan Agency, for the district's various forms of coverage.
- A-7, APPROVE Award of Bid 21-28, Sunnyside High School Boilers Replacement**
APPROVED as recommended, information on Bid 21-28, for the replacement of two existing boilers at Sunnyside High School.
- A-8, APPROVE Award of Bid 21-30, Leased Lit or Dark Fiber Point to Point Connection**
APPROVED as recommended, information on Bid 21-30, to establish a five-year contract to lease a lit or dark fiber connection between the CENIC node at 1111 Van Ness Ave, Fresno, CA 93721 and the Fresno Unified School District Education Center at 2309 Tulare Street, Fresno, CA 93721.
- On a motion by Board Member Major Slatic, seconded by Board Clerk Thomas, Agenda Item A-8 was approved by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.
- A-9, APPROVE Award of Bid 21-32, Hamilton and Wawona K-8 Schools Safety and Security Camera Improvements**
APPROVED as recommended, information on Bid 21-32, for the installation of district provided high-definition security cameras, digital video recorders and associated equipment at Hamilton and Wawona K-8 Schools.
- A-10, APPROVE Award of Bid 21-33, Multipurpose Room Audio/Visual System Upgrades at Various School Sites: Burroughs, Centennial and Sunset Elementary Schools; and Ahwahnee and Scandinavian Middle Schools**
APPROVED as recommended, information on Bid 21-33, for upgraded audio/visual (A/V) systems in the multipurpose rooms (cafeterias) at Burroughs, Centennial and Sunset Elementary Schools, and Ahwahnee and Scandinavian Middle Schools.

A. CONSENT AGENDA – continued

A-11, APPROVE Award of Bid 21-34, Ventura and 10th South Campus Site and Tenant Improvements, Buildings C and D

APPROVED as recommended, information on Bid 21-34, for general site improvements and remodeling of office spaces at the Ventura and 10th South Campus, Buildings C and D, to accommodate use by district central office staff.

A-12, APPROVE Proposed Revisions for Board Policies

APPROVED as recommended, proposed revisions for the following four Board Policies (BP): 1340 Access to District Records; 5131 Conduct; 6145 Extracurricular and Cocurricular Activities; and 6146.1 High School Graduation Requirements/Standards of Proficiency.

A-13, RATIFY Grant Application to the California Department of Education

RATIFIED as recommended, the submission of a grant application to the California Department of Education 2020 National School Lunch Program Equipment Assistance Grant.

A-14, RATIFY Grant Application to the 2021 Fresh Fruit and Vegetable Program

RATIFIED as recommended, for the district's grant application to the 2021 Fresh Fruit and Vegetables Program (FFVP) through the California Department of Education.

On a motion by Board Member Islas, seconded by Board Member Jonasson Rosas, Agenda Item A-14 was ratified by a roll call vote of 7-0-0-0, as follows:
AYES: Board Members: Cazares, Islas, Jonasson Rosas, Mills, Major Slatic, Thomas, and Board President Davis.

UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received twenty-two submissions of public comment for Unscheduled Oral Communications. They are as follows:

1. Kimi Smallen

Dear FUSD,

I am writing today to respectfully request our children's return to fulltime in person learning. My kids as well as many other kids are suffering greatly. My 7th grade son, who has been an exceptional student throughout his entire school attendance, now has B's and C's. While this may seem average, it is certainly not normal for him. I have discussed with parents of at least 3 families whose children are not only doing worse academically, but also suffering with depression and loss of interest in school. All of which are abnormal for these children. School IS about learning, but as a community, we have discovered school is so much

UNSCHEDULED ORAL COMMUNICATIONS - continued

more. It is a place for making friends and interpersonal connections that will be with them throughout their lives. Please know how passionately our local families feel about the insufficiencies of distance learning on both an academic level and emotional level and we will continue to push for in person, fulltime learning until this goal is achieved.

Respectfully,
The Smullen Family

2. Missy Tuck

Dear FUSD Board Members,

While I attended Roosevelt High School I have gotten involved in this unfair retirement of the Fresno High Warrior image because we're afraid some individual will come forward and state the Rough riders name offends them and you'll immediately vote to retire it as well.

How did you come to the insane conclusion that after 130 years as the Warriors it is now racist or offensive?

In my opinion it appears you, the petitioner and others hiding behind these fake groups you used are the actual racists here attempting to remove Native Americans and the images from the public's view.

How can you possibly ask the tax payers in your district to spend over \$400k to remove a 130 year old image when you've failed terribly to check the petitioner, the supporters endorsements and even the actual members of Valley Native Americans for Change.

I assure you this complete lack of investigation will back fire on each one of you who rushed to judgment and failed to inspect any of the evidence you accepted in making your decision. It is falling apart on simple inspection so I assume it will be horrific for you when the attorney puts it under the microscope.

This movement is gaining momentum and may ultimately be your undoing. Many of my friends from Roosevelt are joining the fight and I'm aware other schools alumni are jumping onboard as well.

I would recommend you rescind your votes and hold a stakeholders referendum
(250-word limit reached)

3. Ryan Griffith

Board Members & Dr. Nelson:

As you must be aware over 20 public comments from identifiable individuals were submitted to this board since Saturday March 6, 2021 to be read at the board meeting today. These public comments relate to keeping Fresno High School's

UNSCHEDULED ORAL COMMUNICATIONS - continued

mascot. I anticipate far more letters and public comment to be received in the coming weeks.

I want to ensure these public comments are read and acknowledged at the Board Meeting tonight in compliance with the Brown Act. Therefore, I have attached a letter to ensure compliance with the Brown Act.

Thanks for your time and let me know if you have any questions. Ryan Griffith, Esq.

Ryan Griffith Law,
P.C. 1566 35th
Avenue
San Francisco, California
94122 (510) 564-8552
rgriffith@rgriffithlawpc.com
www.rgriffithlawpc.com

4. Josette Losurdo

Fresno Unified Board Members,

I believe the Native American image that has been Fresno High's logo for over 130 years is an image of pride and that your vote was unfair, as you did not hear from both sides of the issue.

I attended Fresno High from fall of 1975 and graduated in 1978, I have siblings who attended from fall of 1962 through 1971, and we never thought the image was disrespectful.

Your decision needs to be reversed and the \$400K to \$1 million dollars of tax payer money should be spent on improving the test scores of the students in the Fresno Unified school district and to set up curriculum to teach the kids the history of the Native Americans.

The so-called "social justice" group and the teachers who teach it, need to teach acceptance and not hate. This group needs new leadership or disband from the school.

Josette Losurdo
Class of 1978

5. Tiffany Hurst

Dear Trustees,

I am writing to you in regards to your decision to remove our 131 year old tradition. The manner in which it was voted on was completely misleading and just plain wrong. I am a Warrior, a proud Fresno High School Warrior Alumni. Ever since I was a child I wanted to be a Warrior. I used to attend football games and see that Warrior image and think to myself, "I will honor that Warrior and wear it with pride

UNSCHEDULED ORAL COMMUNICATIONS - continued

someday." And I did and still do today. I graduated from FHS in 1998 and while at FHS I was very involved with student government, played sports and was a cheerleader. I was completely consumed with Warrior Pride. Still to this day I am full of Warrior Pride. That image is more than just an image. That image is a symbol of courage, honor and strength. It is in no way racist or degrading.

As a former student, I feel that our voices have not been heard. Our comments and protest against the change was overlooked completely. And to find out later it wasn't even the Native Americans protesting and advocating for this change is disheartening. You are dishonoring our 131 year old tradition. FHS is known for our traditions. Traditions are what makes us who we are and you are trying to take that away from us.

In my opinion there are plenty of other things the district can focus on than this. Spending more than **(250-word limit reached)**

6. Raymond Hernandez

To FUSD,

I am a FHS Alumni class of 1978; for over 100 years the Warrior Mascot has been one of the Valley's most identifiable Icon figures.

To take it away will be like erasing history; please reconsider your stand.

Thank you

7. Natasha Uhlik-Slebiss

Dear Board Members and Dr Nelson;

As a 1978 graduate of Fresno High School, I am very concerned with the topic of having the Fresno High School Mascot replaced/removed.

The timing of this decision seems rather poor. As our country is struggling with a pandemic, an entity steps forward to take away a precious part of our history in hopes that it will go unnoticed. I noticed, as did many others.

Shame on you the Board members who failed to hear the voices of all those who do not support the removal of the Fresno High Warrior mascot.

I vote, I pay taxes, I live in Fresno County and I pay

attention. Sincerely;

Natasha Uhlik Slebiss, RDN

8. John Crawford

Dear FUSD Trustee Board,

My name is John Crawford. I am a Fresno High School Alumnus from the Class of 1989. My class was the 100th graduating class of FHS Warriors! We were/are VERY proud of that- so much so that the large FHS stone plaque at the entry to Fresno High School was our gift to the school and our posterity.

UNSCHEDULED ORAL COMMUNICATIONS - continued

I, like tens/hundreds of thousands of other people in the past 132 years, have wandered the halls and grounds of Fresno High with great pride in the fact that I am a Fresno High School WARRIOR!

Being of part Native American descent, this was an even greater source of pride to me- I am also Scottish, and I feel a great source of joy in seeing the McLane Highlanders and their mascot!! You see, it's not derogatory or demeaning to celebrate our history by honoring the images, logos, and cultures of the people who helped weave the fabric of what has become the United States of America! You won't hear about people getting offended over a Scot in a kilt because it's celebrated in the Scottish people, much the same as the image of a great Native warrior is celebrated by those of us who are of Native blood.

Now we are being told that it doesn't matter what 131 years of tradition and values has reaped because YOU are hell-bent on destroying our history and legacy due to a TINY, EXTREMELY VOCAL individual(s) who is offended that we **(250-word limit reached)**

9. John Flores

My name is John Flores and I would like to begin first by thanking the Fresno Unified School District Board of Trustees for their attention to this matter. If I can give a little history about myself, I was born and raised in Fresno, attending Fresno schools, and graduating from Fresno High School in 1977. While at Fresno High, I was involved in the music department and served as drum major for the Fresno High Marching Warrior Band my senior year and also served as a member of the Fresno High Senate. I am a graduate of California State University, Fresno, and currently work as a Vice-President of Operations for an agricultural lending corporation in Fresno.

As you can see, Fresno is my life and has always been. With the exception of a couple of years in another state, it is where my wife and I have spent over 40 years together and where we raised our two daughters. In fact, my daughter served as the girls' water polo coach at Fresno High a few seasons ago while in college at Fresno State. Fresno High takes on a special meaning to many of us who have attended there throughout the years. We take special pride to be part of an alumni group that has existed for over 130 years, having shared title of "alumnus" with many famous Fresno High graduates. Many of us continue to get together regularly and, in fact, a group meets every Saturday for coffee across the **(250-word limit reached)**

10. Dan Shay

Hi,

As a graduate of Fresno High School, I am shocked and appalled at the thought of removing the Native American Warrior image. What are you people thinking?

UNSCHEDULED ORAL COMMUNICATIONS - continued

Why are you wasting our tax dollars? I haven't met a Native American yet who has a problem with the image.

Our mascot is a part of history, not only personally but as part of Fresno's history as well. It is bad enough that they have been changing the written history, adding falsehoods and removing facts. My family has a history in California pre-dating California becoming a State. One of my grandmothers also attended Fresno High School and was a proud Warrior.

Please do not remove the Native American image. It pays respect to our own Native American's in this area.

Thank you for your time and
dedication, Daniel A. Shay
FHS Class of 1973

11. Gary Nakagawa

Dear FUSD Trustees.

Please rescind your ridiculously, politically, and motivated racist decision to remove the FHS Warrior Image! Why after 131 years are you taking this position? Are you part of the “woke” and “cancel culture”? Because you are acting like it! There are now 623 members in our FB group called: “SUPPORTERS FOR RETAINING THE FRESNO HIGH WARRIOR IMAGE”. While there are some in our group that have not written to you, they would not have joined this group, if they did not believe in this cause. Do you have over 623 individuals wanting the removal of our dear Fresno High Warrior Image? We also have the backing and support of retaining this image by “NAGA” AKA Native American Guardian Association. You made this decision without listening to our side and it shows your bias and did this knowingly. Where is the fairness in this process of removal? Answer, there was no fairness period. For a bunch of educated Trustee’s, you are acting like political hacks. Rescind this decision immediately!

Gary Nakagawa

Class of 1971

Proud to be a “Warrior with our NA Image”

12. Chris Alderson

Hello All,

I am writing to urge you to vote against removing the Warrior mascot from Fresno High School. As a second generation graduate of Fresno High, the Warrior mascot carries significant importance to my family and I. While I can understand the derogatory meaning of a "redskin" mascot or other demeaning mascots, the image of the Warrior symbolizes to me and others: pride, honor and respect. It has significant meaning to many in our community and serves as a historical

UNSCHEDULED ORAL COMMUNICATIONS - continued

image that has served the Fresno community proud. I would hope you consider the true definition of a warrior when you consider this. Many of us in the Fresno High district were engaged in struggle and conflict as we went through high school. The warrior image gave us hope and the ability to be a warrior through our daily lives.

Definition of warrior: a person engaged or experienced in warfare broadly : a person engaged in some struggle or conflict

Thank you,

Chris Alderson

Class of 1991

13. Cecilia Patino Funk

FUSD Trustees-

According to a Washington Post poll of Native Americans, more than 90% responded they were in favor of Native American imagery and names being used. They did not consider them derogatory and in fact see them as reminders of their proud ancestry. FUSD's nondiscrimination policy prohibits derogatory images and also references a very long list of citations that support your policy. FUSD has determined that the Fresno High School Warrior image is derogatory. By what definition? Please share with our community which of the referenced citations in the policy calls for removing a globally recognized, historic image of a distinct and well respected North American.

Native Americans embrace all races as it is known they have historically bestowed the honor and title of Warrior to those who have demonstrated courage and bravery, traits they embody. It is an ethos that transcends race and culture. To remove the Warrior Native American image is a disgrace to Warriors that have walked before us and a form of racism to all now.

You must rescind your decision to remove the image so that true equality is shown to all those who identify as a Warrior. If not, you must hold a stakeholder referendum that permits a fair and transparent debate.

Cecilia Patino Funk

Class of 1979

14. Lori Pastre'

Dear Trustees:

I respectfully request that you rescind the decision to remove the FHS Warrior imagery.

- The Warrior is a historical and iconic image that is currently, and always will be, a proud representation of Fresno High for the entire community, the alumni, as well as the current faculty and students.

UNSCHEDULED ORAL COMMUNICATIONS - continued

- As reported by NAGA (Native American Guardian Association), approximately 85-90% of Native Americans polled were in full support of utilizing Native American imagery as recognition of their heritage for sports and other public platforms. Educate not eradicate.
- An overwhelming majority of FHS alumni are proud of the Warrior image and wish to have it retained.
- The financial impact to eradicate the Warrior image is estimated at a cost of at least \$400,000, and more than likely expected to reach nearly \$1 million.

It is critical in a highly sensitive matter such as this that the entirety of the situation be evaluated in a thorough manner. It is apparent that the appropriate research was not done prior to the Board's decision to remove the Warrior imagery. A democratic society is one in which the majority voice prevails; we cannot afford to allow a small group of radical individuals attempt to dictate what is in the best interest of all those affected. Please allow for a stakeholder's referendum to afford everyone an equal opportunity to express themselves and allow their voices to be heard.

Respectfully Submitted,

Lori A. Pastre'

Native American FHS Alumni, 1981

15. Elizabeth Potter

Hello, I'm writing you today in hopes that you and your colleagues will do the right thing and open schools back up, full time, RIGHT NOW, to everyone who wants to go back. I have 5 Elementary school age kids that have been forced into a distance learning program that was only supposed to last two weeks. It's been a year and the talk of opening back up isn't good enough, it's actually insulting at this point. It seems that the only parents and students with a voice that's being heard, are those that want to stay home wrapped up in their fear. Meanwhile, the rest of us (the majority) are forced to face the reality that our children are suffering in order to keep those that you've already given the choice to stay home if they want to stay home, at home where they already are! It makes no sense. Either open the schools to those who need and want to be there, or stop talking out of your a** about it.

Sincerely, A fed up parent.

16. Debra Rodriguez

To the Board Members of FUSD,

Please vote against and not for the changing of the Fresno High School's Warrior image. I along with my three siblings and all of my classmates are Warrior Strong.

UNSCHEDULED ORAL COMMUNICATIONS – continued

I usually do not get involved and I usually stay silent, but this is too important for me to keep silent about. A lot of my warrior classmates still gather around the front of Fresno High every Saturday morning, rain or shine. We all embrace being a Warrior.

The image is an image of a strong proud Warrior. There is no prejudice or discrimination attached to it. Only those that are trying to get you to change it are the ones that are causing trouble.

Please do not waste any more tax dollars on this.

I am and will always be a proud Fresno High Warrior. Class of '79!

Thanks for your time,
Debbie Rodriguez

17. Cheri Perry

I am the parent of 2 students that attend FUSD schools - 2nd grade & 7th grade. We have been told as parents by Superintendent Nelson that the FUSD School Board is our avenue to voice our concerns, questions, and to partner with the school district. Mr. Nelson has advised that he is “partnering” with parents by using feedback from the FUSD School Board to be our voice.

The FUSD School Board has had closed meetings for months. Parents have not been able to openly participate in school board meetings. Many parents, including myself, have reached out to the School Board and sent letters to ask questions, asked for you to advocate for parents and students to open schools, to and to ask to be provided the opportunity to share our concerns. Emails and voicemails are not an effective method for parents and students to communicate with the board. Please answer why you are not holding open board meetings and allowing parents to speak openly, as was previously available prior to the Governor shutting down our state last year. Parents and students are frustrated and tired of feeling unheard, marginalized, and having no one advocate on their behalf.

We are asking that you open school board meetings back up to public speaking so that parents and students may address the school board directly.

Thank you,
Cheri Perry

18. Patty Lawrence

To the Board of FUSD

I am requesting that you do not get rid of our Warrior Image of FHS. I am an Alumni, and Proud to be a Warrior and the image to me is to HONOR and show RESPECT to the Native Americans. Their Heritage is extremely a major part of our California History, and we honor them with the Warrior Image. It was chosen for those reasons and is not offensive or derogatory in any way. There are more

UNSCHEDULED ORAL COMMUNICATIONS – continued

issues to be resolved by getting the students back into school, so that they can socialize and get better learning instructions from their teachers. If private schools can have in person learning then public schools should get the same consideration. Leave our honored Warrior Image alone, for future generations.

Patty Lawrence
(Smith) PROUD FHS
WARRIOR CLASS of
1976

19. Jennifer Paschal

Is Fresno unified ready to adopt the 3 ft social distant guideline recently released by the CDC? I cannot understand how 2 days a week is sufficient in person education, especially when it's basically "zoom in a room" instruction. I have a kinder who has been in a cohort on Monday's which is now being canceled due to the fact that the teacher is not "volunteering" to teach the Monday cohort. Why is the inconsistent rules being allowed? How can teachers explaining traveling for leisure and not be forced to work from the classroom? This rollout of returning to the classroom is not only embarrassing it's unforgivable. I am a parent who is in favor of 100 percent return to the classroom, also a parent who is in favor for the right to choose, please do right by our kids, this hypocrisy has gone on long enough.

-Jennifer Paschal
Bullard Region

20. Shaun R. Ardemagni

Dear Board,

I write to you to request that the subject of the removal of the Warrior mascot be brought back to the table for further discussion. I find it very disheartening that the Board voted to remove our beloved mascot based, seemingly, on one man's outspoken protest, a man who did not even attend Fresno High School and cannot possibly know what it means to the alumni who did attend, and consider ourselves Warriors by our individual and collective experiences as Fresno High School students.

Please take the time necessary to reconsider your decision. Sincerely,
Shaun R. Ardemagni

UNSCHEDULED ORAL COMMUNICATIONS – continued

21. Mike Markarian

Dear FUSD,

I am extremely concerned with the amount of money you are now stating it will take to change the Fresno High Warrior at Fresno High.

I was concerned when I saw you were being petitioned but since you stated there would be no

fiscal change I didn't get overly concerned.

Now I've seen articles saying \$400,00.00! This needs to be rescinded. I would have come forward to fight this had I been advised up front of the costs.

Rescind this ridiculous tax payer spending now! This is total fraud to lie to me and others to get your way!

Regards,

Mike Markarian

22. James Tuck

Board Members,

We have come to realize that every single person that ever attended FHS has been unjustly treated by your rash and unreasonable decision to retire a proud Warrior image without any opportunity given to the Alumni.

You failed to give our side proper notification while allowing our opposition to interact with you freely and irresponsibly.

We are learning that nearly every endorsement used is fraudulent and the organizations that supported the petition are also made up of social justice warriors who right campaign letters for multiple cancel culture groups daily.

Why did you not verify any of this? Mr Nelson is nothing more than a political activists as we will prove if we need to.

Please rescind your vote now,

Thank you,

James Tuck

1981

B. CONFERENCE/DISCUSSION AGENDA

B-15, PRESENT and DISCUSS the 2021/22 Strategic Budget Development

The Board of Education has discussed the Governor's proposed Budget and the potential impacts on Fresno Unified, as well as the strategic budget development process, at the following Board of Education meetings: January 20, 2021, February 17, 2021, February 03, 2021, March 10, 2021. On March 17, 2021, staff and the Board continued budget development discussions.

B. CONFERENCE/DISCUSSION AGENDA - continued

OPPORTUNITY for Public Comment

For the record, the Board received zero submissions of public comment for Agenda Item B-15.

For the record Board Members had comments/questions pertaining to Agenda Item B-15. A summary is as follows: Requested clarity as to the IMAGGO contract within the College & Career Readiness budget. Requested clarity as to opportunity for students to attend Story Land and Veterans' Memorial Hall within the Summer School budget. Would like to incorporate community service component into the student portfolio different from civic engagement. Expressed the need for more resources devoted to Indigenous education.

C. RECEIVE INFORMATION & REPORTS

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

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 7:32 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM A-4

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Resolution Proclaiming May 6 – 10, 2021 as Teacher/Substitute Teacher Appreciation Week

ITEM DESCRIPTION: Included in the Board binders is a resolution proclaiming May 6 – 10, 2021 as Teacher/ Substitute Teacher Appreciation Week. Fresno Unified teachers and substitute teachers work collaboratively with the Board of Education, Superintendent, administrators and staff in support of the increasing student achievement and preparing career ready graduates.

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

PREPARED BY: Paul Idsvoog,
Chief of Human Resources/Labor Relations

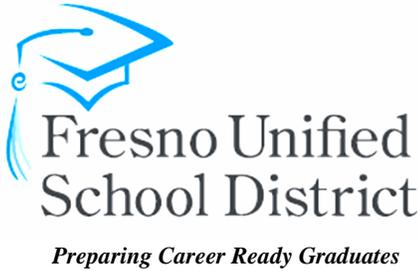
DIVISION: Human Resources
PHONE NUMBER: (559) 457-3548

CABINET APPROVAL: Paul Idsvoog,
Chief of Human Resources/Labor Relations

SUPERINTENDENT APPROVAL:

Paul Idsvoog

Robert L. Nelson



BOARD OF EDUCATION

Valerie F. Davis, President
Keshia Thomas, Clerk
Claudia Cazares
Genoveva Islas
Elizabeth Jonasson Rosas
Carol Mills, J.D.
Major Terry Slatc USMC (Retired)

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 May 6 – 10, 2021 as)
Teacher and Substitute Teacher Appreciation Week)**

RESOLUTION 20-24

WHEREAS, the success of approximately 73,000 students in Fresno Unified School District future endeavors are determined in large part by the skills, knowledge, and attitudes acquired while under the nurturing guidance of over 4,000 dedicated and caring teachers and substitute teachers: and

WHEREAS, teachers and substitute teachers in Fresno Unified School District work collaboratively with the Board of Education, Superintendent, administrators and staff in support of the district’s goals and core beliefs in educating our students, and championing the cause of equal educational opportunity for all students regardless of race, color, gender, national heritage, religious belief, learning style, educational needs, or disabilities; and

WHEREAS, today’s teachers mold the minds of our students and train the workforce of the future; and

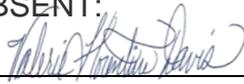
WHEREAS, the goal of Teacher Appreciation Week is to raise national and local awareness of teaching excellence in building a better society; and

WHEREAS the Governing Board sincerely believes that the appreciation of all school district staff should be ongoing and not limited to one day or week per year: and

NOW, THEREFORE, BE IT RESOLVED, the Board of Education of Fresno Unified School District salutes and recognizes the contributions of teachers and other professional employees of the District and proclaims the week of May 6 – 10, 2021 as *“Teacher and Substitute Teacher Appreciation Week”*.

ADOPTED this 21st Day of April 2021:

AYES: 6
NOES: 0
ABSENT: 1



Valerie F. Davis, Board President



Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM A-5

AGENDA SECTION: A

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Adopt Variable Term Waiver for Career Technical Education Credential Holders

ITEM DESCRIPTION: Included in the Board binders is the communication from Fresno County Superintendent of Schools explaining the recommendations for the Variable Term Waiver for Career Technical Education (CTE) credential holders. The Commission on Teacher Credentialing (CTC) has stated the Preliminary CTE credential holders should be issued a variable term waiver for the English Learner Authorization until the CTE program is completed. The English Learner classes are embedded in the CTE program. Individuals will not have the English Learner authorization stated on their credential document until the CTE program is completed and the clear credential is issued.

Name	Site	Subject	Waiver
Leonard Brown	Fresno High School	CTE – Arts, Media and Entertainment	EL
Nia Vidal	McLane High School	Junior Reserve Officer Training Corps (ROTC)	EL
Archie Womack	Edison Computech Middle School	CTE – Arts, Media, and Entertainment; Business Finance	EL

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

From: Leslie Martin <lmartin@fcoe.org>
Sent:
To:
Subject: Variable Term Waiver for Career Technical Education Credential

Hi,

In response to individuals on the audit who hold Preliminary CTE Credentials:

CTC has stated that Preliminary Career Technical Education (CTE) Credential holders should be issued a Variable Term Waiver for the English Learner Authorization until the CTE program is completed. The English Learner classes are embedded in the CTE program. Individuals will not have the English Learner authorization stated on their credential document until the CTE program is completed and the clear credential is Issued.

It was also stated by CTC that Emergency CLAD Permits should not be issued for individuals with Preliminary CTE Credentials. These individuals will not be enrolling in a CTEL program to complete course work or taking the CTEL exam. Most individuals with CTE Credentials do not hold a Bachelor's Degree and/or CBEST which are the requirements to qualify for the Emergency CLAD Permit.

*Leslie Martin
Credentials Analyst
Fresno County Office of Education
1111 Van Ness
Fresno, CA 93721
(559) 265-3005, ext. 5
lmartin@fcoe.org*

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Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 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 Budget Revision No. 4 for Fiscal Year 2020/21

ITEM DESCRIPTION: Included in the Board binders is Budget Revision No. 4 for fiscal year 2020/21. Periodic updates to the district's budget are presented to the Board of Education for approval. Budget Revision No. 4 includes adjustments for updated information and necessary adjustments to support the acceptance of various grant awards.

The following items are included in Budget Revision No. 4 for fiscal year 2020/21:

- Expense changes to reflect items reported in the Second Interim Financial Report approved by the Board on March 10, 2021
- Program adjustments
- Grant Revisions
- Other Funds

FINANCIAL SUMMARY: As a result, the Unrestricted General Fund Reserve for Economic Uncertainties is estimated at approximately \$106.8 million at June 30, 2021.

PREPARED BY: Kim Kelstrom
Executive Officer



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

CABINET APPROVAL: Santino Danisi
Chief Financial Officer



SUPERINTENDENT APPROVAL:



Unrestricted General Fund Adjustments and Revisions

As presented in the 2020/21 Second Interim Financial Report approved by the Board on March 10, 2021, the following adjustments are being made:

- Increase of \$360,000 Local Control Funding Formula (LCFF) revenue to recognize an increase in the Unduplicated Pupil Percentage (UPP) based on certification on January 25, 2021 from 87.90% to 88.45%
- Increase of \$1.5 million for Medi-Cal Administrative Activity (MAA) reimbursement for 2018/19 recognized as one-time revenue
- Increase of \$1.4 million in local income related to an increase of \$1.6 million from the City of Fresno for prior year adult meal reimbursements and an increase of \$400,000 related to interest income offset by a decrease related to the impact of social distancing: decrease in extended day revenue and sporting events revenue of \$600,000
- Decrease of \$900,000 in salaries and benefits based on expenditures compared to historic averages as well as one-time savings due to school closures
- Decrease of \$1.2 million to capture utility savings
- Decrease of \$1.0 million to capture security contract savings
- Decrease of \$1.0 million in supplies due to projected school site and department savings
- Decrease of \$600,000 to capture transportation contracts and fuel savings
- Increase support for a return to in-person instruction by \$4.4 million for a total of \$19.4 million, includes a one-time \$8.0 million contribution to the district's self-insured Health Fund and \$3.2 million for an additional day of pay for workspace/classroom preparation prior to a return to in-person work and learning
- Assigned \$3.2 million in one-time expenses anticipated to be expensed in 2021/22 which include Design Science Facility of \$2.5 million and Middle School Restroom Design of \$700,000

Program Adjustments to 2020/21 Budget Recommended for Approval

The following items are included for the Board's consideration and approval:

- Recognize additional Medi-Cal Administrative Activity (MAA) reimbursement of \$650,000
- As a result of the revision to existing grants and entitlements, Budget Revision No. 4 recognizes an increase of \$100,000 in indirect costs

Grant Revisions

The charts below show new grants, revisions to existing grants, and entitlements:

Name	2020/21 Current Budget Allocation	2020/21 Adjusted Award Amount	Revised Budget Allocation
Fansler Foundation	\$19,598	\$26,005	\$45,603
Kaiser Permanente Grant - Health Services	225,000	75,000	300,000
Idea Alternative Dispute Resolution	29,202	59,847	89,049
Idea Preschool Staff: Special. Ed	2,679	(367)	2,312
New Venture-Supporting DLL	-	10,000	10,000
California Career Technical Education Incentive Grant	2,119,812	491,481	2,611,293
Expanding Opportunities in High-Quality Pathways Project	-	203,877	203,877
In-Person Instruction Grant	-	25,652,389	25,652,389
Expanded Learning Opportunities Grant	-	49,566,891	49,566,891
Expanded Learning Opportunities Grant-Paraprofessionals	-	5,403,210	5,403,210
IASA: Title I Basic Grants Low	63,897,728	(292,401)	63,605,327
Title II - Teacher Quality	10,515,659	236,522	10,752,181
ESSA: Comprehensive Support & Improvement (CSI) ^(A)	3,123,482	2,554,234	5,677,716
Ongoing & Major - One-time Projects	1,341,777	(700,000)	641,777
Total	\$81,274,937	\$83,286,688	\$164,561,625

^(A)ESSA allocation for 2020/21 recently awarded, expenditure deadline September 2022

Other Funds

Cafeteria Fund – Budget Revision No. 4 reflects an increase in expenses of \$260,000 for adjustments in various grant awards:

Name	2020/21 Current Budget Allocation	2020/21 Adjusted Award Amount	Revised Budget Allocation
Nourishing Neighbors Grant	-	\$100,000	\$100,000
No Kids Hungry Funds	-	160,000	160,000
Total	-	\$260,000	\$260,000

County School Facilities – Budget Revision No. 4 recognizes State reimbursements of \$3.0 million for Duncan CTE project.

Health Fund – Budget Revision No. 4 recognizes a one-time \$8.0 million contribution to the Health Fund.

Defined Benefits Fund – Budget Revision No. 4 reflects an increase in expenses of \$350,000 related to an increase in 2020/21 defined benefits payments.

**FRESNO UNIFIED SCHOOL DISTRICT
GENERAL FUND
BUDGET REVISION #4**

DESCRIPTION	2020/21 ADOPTED BUDGET	2020/21 CURRENT BUDGET	4/21/2021 2020/21 BUDGET REVISION #4	DIFFERENCE BETWEEN CURRENT AND BR#4	DIFFERENCE BETWEEN ADOPTED AND BR#4
Revenues					
LCFF Sources	\$ 713,234,082	\$ 778,833,413	\$ 779,194,089	\$ 360,676	\$ 65,960,007
Federal Revenues	170,849,479	186,273,971	190,971,166	4,697,195	20,121,687
Other State Revenues	120,868,929	130,156,100	211,270,071	81,113,971	90,401,142
Other Local Revenues	15,867,379	15,740,380	17,455,262	1,714,882	1,587,883
Total Revenues	\$ 1,020,819,869	\$ 1,111,003,864	\$ 1,198,890,588	\$ 87,886,724	\$ 178,070,719
Expenditures					
Certificated Salaries	\$ 429,866,267	\$ 439,575,219	\$ 436,675,219	\$ (2,900,000)	\$ 6,808,952
Classified Salaries	140,140,726	140,305,413	138,905,413	(1,400,000)	(1,235,313)
Employee Benefits	301,423,243	301,670,682	301,470,682	(200,000)	47,439
Book and Supplies	60,264,876	70,197,968	153,862,547	83,664,579	93,597,671
Services & Operating	103,204,797	98,476,139	94,880,016	(3,596,123)	(8,324,781)
Capital Outlay	8,438,252	7,424,190	4,224,190	(3,200,000)	(4,214,062)
Other Outgo	3,460,321	9,167,016	9,167,016	-	5,706,695
Direct/Indirect Costs	(3,080,175)	(3,183,724)	(3,183,724)	-	(103,549)
Total Expenditures	\$ 1,043,718,307	\$ 1,063,632,904	\$ 1,136,001,360	\$ 72,368,456	\$ 92,283,053
Other Sources/(Uses)					
Transfers In	\$ 9,485,329	\$ 7,385,329	\$ 7,385,329	\$ -	\$ (2,100,000)
Transfers Out	(8,856,409)	(8,856,409)	(16,856,409)	(8,000,000.00)	(8,000,000.00)
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	-	-	-	-	-
Total Sources/(Uses)	\$ 628,920	\$ (1,471,080)	\$ (9,471,080)	\$ (8,000,000)	\$ (2,100,000)
Net Increase/Decrease in Fund Balance	\$ (22,269,518)	\$ 45,899,880	\$ 53,418,148	\$ 7,518,268	\$ 75,687,666
Beginning Fund Balance - Unaudited Audit Adjustment	\$ - \$ 138,737,436	\$ - \$ 152,182,966	\$ - \$ 152,182,966	\$ - \$ -	\$ - \$ 13,445,530
Beginning Balance	\$ 138,737,436	\$ 152,182,966	\$ 152,182,966	\$ -	\$ 13,445,530
Ending Fund Balance	\$ 116,467,918	\$ 198,082,846	\$ 205,601,114	\$ 7,518,268	\$ 89,133,196
Components of Ending Balance					
Revolving Cash	\$ 78,366	\$ 90,918	\$ 90,918	\$ -	\$ 12,552
Stores	996,741	2,725,284	2,725,284	-	1,728,543
Prepaid Expense	1,636,102	1,162,384	1,162,384	-	(473,718)
Legally Restricted					
Assigned: Other Assignments	60,900,000	76,700,000	93,700,000	17,000,000	32,800,000
Restricted	1	1	1	-	-
Reserve for Economic Uncertainties	52,856,708	116,234,465	106,752,733	(9,481,732)	53,896,025
Reserve Level %	5.02%	10.84%	9.26%		
Total Ending Fund Balance	\$ 116,467,918	\$ 196,913,052	\$ 204,431,320	\$ 7,518,268	\$ 87,963,402

Per Education Code section 42127(a)(2)(B) the minimum recommended reserve for economic uncertainties is 2% or \$23,063,352

As shown above the reserve for economic uncertainties is \$106,082,215 with an assigned ending balance of \$93,700,000 set aside for future year expenses

As outlined in Board Policy 3100, the Board recognizes the importance of maintaining reserve levels during stable and volatile economic times.

**UNRESTRICTED GENERAL FUND
ADJUSTMENT SUMMARY**

DESCRIPTION	2020/21 ADOPTED BUDGET UNRESTRICTED	2020/21 CURRENT BUDGET UNRESTRICTED	4/21/2021 BUDGET REVISION #4 UNRESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR#4	DIFFERENCE BETWEEN ADOPTED AND BR#4
Revenues					
LCFF Sources	\$ 713,234,082	\$ 778,833,413	\$ 779,194,089	\$ 360,676	\$ 65,960,007
Federal Revenues	-	791,628	2,930,988	2,139,360	2,930,988
Other State Revenues	14,909,391	14,640,526	14,640,526	-	(268,865)
Other Local Revenues	10,608,383	10,068,714	11,468,714	1,400,000	860,331
Total Revenues	\$ 738,751,856	\$ 804,334,281	\$ 808,234,317	\$ 3,900,036	\$ 69,482,461
Expenditures					
Certificated Salaries	\$ 308,845,207	\$ 315,854,400	\$ 312,954,400	\$ (2,900,000)	\$ 4,109,193
Classified Salaries	87,658,280	80,325,499	78,925,499	(1,400,000)	(8,732,781)
Employee Benefits	177,051,733	174,125,990	173,925,990	(200,000)	(3,125,743)
Book and Supplies	27,002,830	20,622,275	20,622,275	-	(6,380,555)
Services & Operating	61,527,992	61,203,443	57,403,443	(3,800,000)	(4,124,549)
Capital Outlay	7,604,416	4,521,121	2,021,121	(2,500,000)	(5,583,295)
Other Outgo	1,955,963	7,662,658	7,662,658	-	5,706,695
Direct/Indirect Costs	(12,943,864)	(12,455,142)	(12,573,374)	(118,232)	370,490
Total Expenditures	\$ 658,702,557	\$ 651,860,244	\$ 640,942,012	\$ (10,918,232)	\$ (17,760,545)
Other Sources/(Uses)					
Transfers In	\$ 2,128,920	\$ 28,920	\$ 28,920	\$ -	\$ (2,100,000)
Transfers Out	(1,500,000)	(1,500,000)	(9,500,000)	(8,000,000)	(8,000,000)
Other Sources					
Other Uses					
Restricted Contribution	\$ (100,771,548)	\$ (101,962,016)	\$ (101,262,016)	\$ 700,000	\$ (490,468)
Total Sources/(Uses)	\$ (100,142,628)	\$ (103,433,096)	\$ (110,733,096)	\$ (7,300,000)	\$ (2,590,468)
Net Increase/Decrease in Fund Balance	\$ (20,093,329)	\$ 49,040,941	\$ 56,559,209	\$ 7,518,268	\$ 76,652,538
Beginning Fund					
Balance - Adopted	\$ 136,561,246	\$ 147,872,111	\$ 147,872,111	\$ -	\$ 11,310,865
Audit Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Balance	\$ 136,561,246	\$ 147,872,111	\$ 147,872,111	\$ -	\$ 11,310,865
Ending Fund Balance	\$ 116,467,917	\$ 196,913,052	\$ 204,431,320	\$ 7,518,268	\$ 87,963,403

**FRESNO UNIFIED SCHOOL DISTRICT
RESTRICTED GENERAL FUND
ADJUSTMENT SUMMARY**

DESCRIPTION	2020/21 ADOPTED BUDGET RESTRICTED	2020/21 CURRENT BUDGET RESTRICTED	4/21/2021 BUDGET REVISION #4 RESTRICTED	DIFFERENCE BETWEEN CURRENT AND BR#4	DIFFERENCE BETWEEN ADOPTED AND BR#4
Revenues					
LCFF Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenues	170,849,479	185,482,343	188,040,178	2,557,835	17,190,699
Other State Revenues	105,959,538	115,515,574	196,629,545	81,113,971	90,670,007
Other Local Revenues	5,258,996	5,671,666	5,986,548	314,882	727,552
Total Revenues	\$ 282,068,013	\$ 306,669,583	\$ 390,656,271	\$ 83,986,688	\$ 108,588,258
Expenditures					
Certificated Salaries	\$ 121,021,060	\$ 123,720,819	\$ 123,720,819	\$ -	\$ 2,699,759
Classified Salaries	52,482,446	59,979,914	59,979,914	-	7,497,468
Employee Benefits	124,371,510	127,544,692	127,544,692	-	3,173,182
Book and Supplies	33,262,046	49,575,693	133,240,272	83,664,579	99,978,226
Services & Operating	41,676,805	37,272,697	37,476,574	203,877	(4,200,231)
Capital Outlay	833,836	2,903,069	2,203,069	(700,000)	1,369,233
Other Outgo	1,504,358	1,504,358	1,504,358	-	-
Direct/Indirect Costs	9,863,689	9,271,418	9,389,650	118,232	(474,039)
Total Expenditures	\$ 385,015,750	\$ 411,772,660	\$ 495,059,348	\$ 83,286,688	\$ 110,043,598
Other Sources/(Uses)					
Transfers In	7,356,409	7,356,409	7,356,409	-	-
Transfers Out	(7,356,409)	(7,356,409)	(7,356,409)	-	-
Other Sources	-	-	-	-	-
Other Uses	-	-	-	-	-
Restricted Contribution	100,771,548	101,962,016	101,262,016	(700,000)	490,468
Total Sources/(Uses)	\$ 100,771,548	\$ 101,962,016	\$ 101,262,016	\$ (700,000)	\$ 490,468
Net Increase/Decrease in Fund Balance	\$ (2,176,189)	\$ (3,141,061)	\$ (3,141,061)	\$ -	\$ (964,872)
Beginning Fund Balance - Adopted	\$ 2,176,190	\$ 4,310,855	\$ 4,310,855	\$ -	\$ 2,134,665
Beginning Balance	\$ 2,176,190	\$ 4,310,855	\$ 4,310,855	\$ -	\$ 2,134,665
Ending Fund Balance	\$ 1	\$ 1,169,794	\$ 1,169,794	\$ -	\$ 1,169,793

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

April 21, 2021

FUND: Cafeteria Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	14,298,045	14,386,734	14,386,734	0
3000	Employee Benefits	10,932,631	10,965,290	10,965,290	0
4000	Books and Supplies	26,739,867	26,858,614	26,858,614	0
5000	Services and Other Operating	3,213,708	3,151,861	3,311,861	160,000
6000	Capital Outlay	0	0	100,000	100,000
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	55,184,251	55,362,499	55,622,499	260,000
7300	INDIRECT COSTS	2,218,408	2,225,250	2,225,250	0
	TOTAL APPROPRIATIONS	57,402,659	57,587,749	57,847,749	260,000
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	51,799,466	53,889,921	53,889,921	0
	STATE REVENUES	3,208,586	3,208,586	3,208,586	0
	LOCAL REVENUES	849,687	857,687	1,117,687	260,000
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	55,857,739	57,956,194	58,216,194	260,000
	Beginning Fund Balance	13,657,691	17,998,983	17,998,983	0
	Change to Fund Balance	(1,544,920)	368,445	368,445	0
	Ending Fund Balance	12,112,771	18,367,428	18,367,428	0

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

April 21, 2021

FUND: County School Facility Fund

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	920,752	920,752	920,752	0
3000	Employee Benefits	489,847	489,846	489,846	0
4000	Books and Supplies	1,712,263	1,579,317	1,579,317	0
5000	Services and Other Operating	12,175,265	28,111,290	28,111,290	0
6000	Capital Outlay	65,316,262	49,513,184	49,513,184	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	80,614,389	80,614,389	80,614,389	0
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	80,614,389	80,614,389	80,614,389	0
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	3,000,000	3,000,000
	LOCAL REVENUES	600,000	600,000	600,000	0
	OTHER SOURCES	34,567,021	34,567,021	34,567,021	0
	TOTAL REVENUES	35,167,021	35,167,021	38,167,021	3,000,000
	Beginning Fund Balance	62,680,500	59,478,775	59,478,775	0
	Change to Fund Balance	(45,447,368)	(45,447,368)	(42,447,368)	3,000,000
	Ending Fund Balance	17,233,132	14,031,407	17,031,407	3,000,000

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

April 21, 2021

FUND: **Health Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	442,764	430,766	430,766	0
3000	Employee Benefits	223,545	250,815	250,815	0
4000	Books and Supplies	9,347	20,226	20,226	0
5000	Services and Other Operating	185,191,897	180,818,382	180,818,382	0
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	2,000,000	2,000,000	2,000,000	0
	TOTAL BEFORE INDIRECT	187,867,553	183,520,189	183,520,189	0
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	187,867,553	183,520,189	183,520,189	0
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	183,844,001	183,850,433	183,850,433	0
	OTHER SOURCES	0	0	8,000,000	8,000,000
	TOTAL REVENUES	183,844,001	183,850,433	191,850,433	8,000,000
	Beginning Fund Balance	34,752,026	37,002,647	37,002,647	0
	Change to Fund Balance	(4,023,552)	330,244	8,330,244	8,000,000
	Ending Fund Balance	30,728,474	37,332,891	45,332,891	8,000,000

FRESNO UNIFIED BUDGET AUGMENTATION

BOARD PRESENTATION DATE:

April 21, 2021

FUND: **Defined Benefits Fund**

OBJECT	ACCOUNT TITLE	Adopted BUDGET	Current BUDGET	Revised BUDGET	Net Change BUDGET
APPROPRIATIONS:					
1000	Certificated Salaries	0	0	0	0
2000	Classified Salaries	0	0	0	0
3000	Employee Benefits	0	0	0	0
4000	Books and Supplies	0	0	0	0
5000	Services and Other Operating	1,000,000	1,000,000	1,350,000	350,000
6000	Capital Outlay	0	0	0	0
7000	Other Outgo	0	0	0	0
	TOTAL BEFORE INDIRECT	1,000,000	1,000,000	1,350,000	350,000
7300	INDIRECT COSTS	0	0	0	0
	TOTAL APPROPRIATIONS	1,000,000	1,000,000	1,350,000	350,000
REVENUES:					
	REVENUE LIMIT SOURCES	0	0	0	0
	FEDERAL REVENUES	0	0	0	0
	STATE REVENUES	0	0	0	0
	LOCAL REVENUES	1,467,749	1,467,749	1,467,749	0
	OTHER SOURCES	0	0	0	0
	TOTAL REVENUES	1,467,749	1,467,749	1,467,749	0
	Beginning Fund Balance	10,863,706	10,874,429	10,874,429	0
	Change to Fund Balance	467,749	467,749	117,749	(350,000)
	Ending Fund Balance	11,331,455	11,342,178	10,992,178	(350,000)

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 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 Award of Bid 21-35, Jackson Elementary Multipurpose Building Reconstruction

ITEM DESCRIPTION: Included in the Board binders is information on Bid 21-35, for demolition of the existing multipurpose building (cafeteria) built in 1950 at Jackson Elementary School, and construction of a new facility. The new multipurpose building will include cafeteria and kitchen spaces, air conditioning, student restrooms, partitions for music classes and instrument storage on the stage, and five support space offices. A steel shade structure will be provided for use as an interim dining facility for the approximate ten-month construction period, and meals will be provided utilizing a specially designed mobile food trailer.

The request for bids was lawfully advertised on January 7, 2021. Notifications were sent to 544 firms plus five construction trade publications, and the district received five responses. Bids were opened on March 11, 2021. Staff recommends award to the lowest responsive, responsible bidder:

BVI Construction, Inc. (Fresno, California) \$3,203,500

The shade structure was purchased for \$188,941 utilizing a Board approved piggyback contract to mitigate long lead times, making the total construction cost of the project \$3,392,441. The tabulation is attached and bid specifications are available for review in the Purchasing Department.

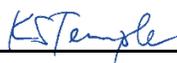
FINANCIAL SUMMARY: Sufficient funding in the amount of \$3,203,500 is available in the Measure X Fund.

PREPARED BY: Ann Loorz, Business
Operations Manager, 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. 21-35, JACKSON ELEMENTARY SCHOOL MULTIPURPOSE BUILDING RECONSTRUCTION

Bid Opening Date: March 11, 2021 prior to 2:01 P.M.

Buyer: Ann Loorz

CONTRACTOR	CITY	BASE BID 1 JACKSON ES MPB RECONSTRUCTION	ADD ALT 1A THIN BRICK VENEER	ADD ALT 1B DECORATIVE METAL FENCE AND GATES	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
BVI Construction, Inc.	Fresno	\$3,092,000	\$37,600	\$73,900	\$3,203,500	\$3,203,500
Marko Construction Group, Inc.	Fresno	\$3,117,000	\$38,000	\$72,000	\$3,227,000	
Ardent General, Inc.	Fresno	\$3,130,116	\$58,350	\$75,455	\$3,263,921	
Katch Environmental, Inc.	Fresno	\$3,337,900	\$36,850	\$68,000	\$3,442,750	
Fortune/Ratliff General Contractors, Inc.	Fresno	\$3,362,976	\$37,615	\$74,176	\$3,474,767	

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

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

Staff recommends award of \$3,203,500 to BVI Construction, Inc., the lowest responsive, responsible bidder for Base Bid plus All Add Alternate items.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 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 Graduation Agreements for the Class of 2020 and 2021

ITEM DESCRIPTION: Included in the Board binders are three independent contractor services agreements and tentative schedules for the Class of 2020 and 2021 Graduation Ceremonies. The agreements include facilities, health safety, audio-visual services, staging, parking, additional seating, and photography to host the graduation ceremony at three main sites: McLane Stadium, Sunnyside Stadium, and the Paul Paul Theater (Fairgrounds). McLane, Sunnyside, Rata/Adult Transition Program, and Fresno Adult School will host graduation ceremonies at their own sites. The Class of 2020 will be a combined (all-schools) graduation and the Class of 2021 at Bullard, Cambridge, Design Science, DeWolf, Duncan, Edison, Fresno, Hoover, J.E. Young, Patiño, and Roosevelt will host graduation at the Paul Paul Theater. Listed below are the three contracted expenditures for:

2019 Costs

Save Mart Center:	\$145,318
Saroyan Theater	\$1,138
McLane Stadium	\$2,490
Warnor's Theater	\$9,680
Security/Additional Vendors	<u>\$24,397</u>

Total for 2019 \$213,342

2021 Costs

Paul Paul Theater:	\$64,627
FUSD Security	\$13,328
Freestyle Audio	\$100,000
Lifetouch Photos	\$40,500
Sunnyside Stadium Security	\$3,868
Chairs/Stage	\$3,000
McLane Stadium Security	\$3,868
Chairs/Stage	\$3,000
Security/Additional Vendors	<u>\$2,000</u>
Total for 2021	\$234,191

The cost difference between 2019 graduation and 2021 graduation is \$20,849. This increase in cost is due to photos, and Jumbo Screen for family viewing for the Class of 2020 and 2021 in addition to facility/vendors fees for both graduating classes.

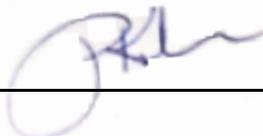
FINANCIAL SUMMARY: Sufficient funds in the amount of \$234,191 are available in the Goal 2 budget.

PREPARED BY: Leslie Loewen
Manager II, G2: Student Engagement

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







Fresno Unified School District

DRAFT

4/8/21

2021 High School Graduation Schedule

Day	Date	Grad Time	Practice	School	Location
	Ongoing	-----	-----	Fresno Adult H.S. & GED	On Site
Monday	May 24	11:00 AM	N/A	Class of 2020 – All Schools	Paul Paul Theater
Monday	May 24	7:30 PM	10:30 AM	Design Science	Paul Paul Theater
Tuesday	June 1	7:30 PM	10:30 AM	Patiño	Paul Paul Theater
Thursday	June 3	9:00 AM	TBD	DeWolf	Paul Paul Theater
Thursday	June 3	11:00 AM	TBD	J.E. Young	Paul Paul Theater
Thursday	June 3	6:00 PM	TBD	Cambridge	Paul Paul Theater
Thursday	June 3	8:00 PM	TBD	Duncan	Paul Paul Theater
Friday	June 4	11:00 AM	-----	Rata	Rata MPR
Friday	June 4	6:00 & 8:00 PM	9:00 AM	Edison	Paul Paul Theater
Monday	June 7	6:00 & 8:00 PM	9:00 AM	Hoover	Paul Paul Theater
Monday	June 7	6:00 & 8:00 PM	9:00 AM	Sunnyside	Sunnyside Stadium
Tuesday	June 8	6:00 & 8:00 PM	9:00 AM	Roosevelt	Paul Paul Theater
Tuesday	June 8	7:30 PM	8:30 AM	McLane	McLane Stadium
Wednesday	June 9	6:00 & 8:00 PM	9:00 AM	Bullard	Paul Paul Theater
Thursday	June 10	6:00 & 8:00 PM	9:00 AM	Fresno	Paul Paul Theater
	July TBD	9:00 AM	-----	Summer School	TBD



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Shutterfly Lifetouch, LLC

4746 W Jennifer Ave #105, Fresno CA 93722

Vendor Name
(209) 544-0610

Address
Jane Manning Hyatt

Phone Number

Vendor Contact

From: May 24, 2021

Through: June 11, 2021

Term (Duration)

FUSD Contract Administrator:

Leslie Loewen
Name

G2: Student Engagement
Site/ Dept

559 457-3674
Telephone number

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

030-0675-0655-1981-2100-5110

Annual Cost \$ 40,500.00

(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 *mlz*

No *BW*
BW

Vendor will not be unsupervised with students.

Scope of Work Summary:

Photography services, print, and delivery of 5x7 photographs for approximately 4500 graduates at the sixteen (16) graduation ceremonies for the class of 2020 and the class of 2021. The following schools will be hosting ceremonies where Lifetouch will be providing services: Bullard, Cambridge, DeWolf, Design Science, Duncan, Edison, Fresno, Hoover, JE Young, McLane, Patino, RATA/ATP, Roosevelt, and Sunnyside. Costs are estimated at \$40,500 (\$9 times 4500 graduates)

Date Item is to appear on **Board of Education Agenda:** 04/21/21 **Agenda Item #** (Contracts of \$15,000.00 or more)

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

Bryan J. Wells

Apr 6, 2021

Signed

Date

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

Andrew L. ...

Apr 7, 2021

Signed

Date

Please return signed contract to:

Leslie Loewen, Leticia deSantiago

G2: Student Engagement

Name

Department



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION G2: Student Engagement

School/Department Budget: 030-0675-0655-1981-2100-5110

District Contact Person: Leslie Loewen

Budget Manager Approval: Bryan J. Wells [Signature]

Contractor's Vendor Name: Shutterfly Lifetouch, LLC

Contractor's Contact Person: Jane Manning Hyatt

Contractor's Title: Sales Manager - Northern California

Contractor's Telephone Number: (209) 544-0610

Contractor's E-mail: jmanninghyatt@lifetouch.com

Contractor's Address: 4746 W Jennifer Ave #105, Fresno CA 93722

Contractor's Taxpayer ID# or SSN#:

This Independent Contractor Services Agreement is made and entered into effective 05/24/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _____

Photography services, print, and delivery of 5x7 photographs for approximately 4500 graduates at the sixteen (16) graduation ceremonies for the class of 2020 and the class of 2021. The following schools will be hosting ceremonies where Lifetouch will be providing services: Bullard, Cambridge, DeWolf, Design Science, Duncan, Edison, Fresno, Hoover, JE Young, McLane, Patino, RATA/ATP, Roosevelt, and Sunnyside. Costs are estimated at \$40,500 (\$9 each times 4500 graduates)

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

3. Term. This Agreement shall begin on 05/24/21 , and shall terminate on 06/11/21 . 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 \$ 9.00 per student , Not to exceed \$ 40,500.00. Checks will be made payable to Lifetouch . 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 JG

- 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): \$ 40,500.00
- 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 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 JG District's initials BW

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

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

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

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

13. Confidential Information

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

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

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

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

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

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

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

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

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

17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.
18. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.
19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants 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 BW
BW

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: Shutterfly Lifetouch, LLC

Name: Jane Manning Hyatt

Address:

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

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

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

DISTRICT

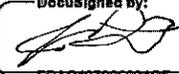
Fresno Unified School District

Santino Danisi, Interim Chief Financial Officer

Date

CONTRACTOR

Shutterfly Lifetouch, LLC

DocuSigned by:

FDAC497906604CE...

Vice President Sales

Name:

, Title:

4/5/2021

Date

Approved As To Form:



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

Apr 7, 2021

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Freestyle Event Services	1030 Carrier Parkway Ave, Bakersfield CA 93308	
Vendor Name (661) 331-8574	Address Jared Perry	
Phone Number	Vendor Contact	
From: May 24, 2021	Through: June 11, 2021	
Term (Duration)		
FUSD Contract Administrator: Leslie Loewen	G2:Student Engagement	559 457-3674
Name	Site/ Dept	Telephone number
Budget (Fund-Unit-Dept.-Activity-Object)	030-0675-0655-1981-2100-5110	

Annual Cost \$ 83,920.00 (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:

Contractor will provide audio equipment and management services for Fresno Unified Graduation events, Class of 2021 (agreement included with this contract). This includes services at McLane High School, Sunnyside High School and Fresno Fairgrounds "paul paul theater".

Date Item is to appear on Board of Education Agenda: 04/21/21 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: Bryan J. Wells Apr 5, 2021
Signed Date

Reviewed & approved by Executive Director, Risk Management: Andrew P. [Signature] Apr 7, 2021
Signed Date

Please return signed contract to:
Leslie Loewen, Leticia deSantiago
Name Department
G2:Student Engagement



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION G2:Student Engagement

School/Department Budget: 030-0675-0655-1981-2100-5110

District Contact Person: Leslie Loewen

Budget Manager Approval: *Bryan J. Wells*

Contractor's Vendor Name: Freestyle Event Services

Contractor's Contact Person: Jared Perry

Contractor's Title: Sales Representative

Contractor's Telephone Number: (661) 331-8574

Contractor's E-mail: jared@freestyleevents.com

Contractor's Address: 1030 Carrier Parkway Ave, Bakersfield CA 93308

Contractor's Taxpayer ID# or SSN#: 27-3359877

This Independent Contractor Services Agreement is made and entered into effective 05/24/21 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

I. Contractor Services, Contractor agrees to provide _____

Contractor will provide audio equipment and management services for Fresno Unified Graduation events, Class of 2021 (agreement included with this contract). This includes services at McLane High School, Sunnyside High School and Fresno Fairgrounds "paul paul theater".

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

4. Term. This Agreement shall begin on 05/24/21 , and shall terminate on 06/11/21 . There shall be no extension of the term of the agreement without express written consent from all parties.

5. Payment. District agrees to pay Contractor at following rate of _____ per _____, Not to exceed \$ 83,920.00. Checks will be made payable to Freestyle Event Services . 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.

6. Incidental Expenses. Yes (See below) No, Vendor initial here *BW*

- 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): \$ 83,920.00
- f Other \$ 0.00

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8. CalPERS & CalSTRS. Are you a CalPERS or CalSTRS retiree? Yes No

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Contractor's initials *JP* District's initials *BW*

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

13. 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

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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 *AB* District's initials *BW*

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: Freestyle Event Services

Name: Jared Perry

Address:

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

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

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

DISTRICT

Fresno Unified School District

Santino Danisi, Interim Chief Financial Officer

Date

CONTRACTOR

Freestyle Event Services



Name: Jared Perry, Title: Sales Representative

Date

March 31, 2021

Approved As To Form:



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

Apr 7, 2021

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

21st District Agricultural Association	1121 S. Chance Avenue, Fresno CA 93702
Vendor Name 559-650-3227	Address Lauri King
Phone Number	Vendor Contact
From: May 24, 2021	Through: June 11, 2021
Term (Duration)	
FUSD Contract Administrator: Leslie Loewen	G2: Student Engagement 559-457-3674
Name	Site/ Dept Telephone number
Budget (Fund-Unit-Dept.-Activity-Object)	030-0675-0655-1981-2100-5110

Annual Cost \$ 64,627.80 (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: *All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.* Yes No

Scope of Work Summary:

Facility rental/use on May 24, June 2-4, and June 7-10, 2021 for the class of 2020 and class of 2021 graduation ceremonies. Includes facility rental use, services, personnel required to produce the event and meet security and safety protocols. Deposit is due April 30, 2021, advanced event payment is due May 12, 2021, and 10% Contingency is due June 25, 2021. See attached agreement.

Date Item is to appear on Board of Education Agenda: 04/21/21 Agenda Item # (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: Bryan O. Wells Apr 7, 2021
Signed Date

Reviewed & approved by Executive Director, Risk Management: Andrew P. Stone 4/8/2021
Signed Date

Please return signed contract to:
 Leslie Loewen, Leticia deSantiago G2: Student Engagement
Name Department



**21st District Agricultural Association
INTERIM RENTAL AGREEMENT**

Agreement #: 344
Date: 3/9/2021

THIS RENTAL AGREEMENT ("Agreement") is by and between the 21st District Agricultural Association, ("Association"), commonly known as The Big Fresno Fair ("Fairgrounds"), and Fresno Unified School District ("Renter"). Association and Renter may be collectively referred to as the "Parties."

WITNESSETH:

1. THAT WHEREAS, the Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises beginning on 5/24/2021 and ending on 6/10/2021.
2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described in location below for the purposes hereinafter set forth subject to the terms and conditions of this agreement.
3. The purposes of occupancy shall be limited to: *Fresno Unified Graduations and shall be for no other purpose(s) whatsoever.*
4. Renter agrees to pay to Association for the rights and privileges hereby granted the amounts and in the manner set forth below.

Line	Description	Date	Start	End	Hrs	Qty	Price	Amount
1	Paul Paul Theater Rental	5/24/2021				1	\$1,000.00	\$1,000.00
2	Paul Paul Theater Rental	6/2/2021				8	\$1,000.00	\$8,000.00
3	Deposit	5/24/2021				1	\$500.00	\$500.00
4	Event Supervisor	5/24/2021				1	\$200.00	\$200.00
5	Event Supervisor	6/2/2021				8	\$200.00	\$1,600.00
6	Insurance Own	5/24/2021				1	\$0.00	\$0.00
7	Tent 10'x10'	6/2/2021				10	\$50.00	\$500.00
8	Tables - 8' Banquet	6/2/2021				20	\$8.00	\$160.00
9	Chairs	6/2/2021				100	\$1.00	\$100.00
10	Internet	6/2/2021					\$1,000.00	\$1,000.00
11	10% Contingency Fund	6/2/2021				58298	\$0.10	\$5,829.80
12	Parking Flaggers				38.5			\$3,234.00
13	Janitorial				50.5			\$3,864.00
14	Security				227			\$31,401.00
15	Security Supervisor				59			\$2,124.00
16	Walk-Thru Metal Detectors							\$4,800.00
17	RV Parking							\$315.00
							Total:	\$64,627.80

5. Payments are to be made according to the following payment schedule:

Due Date	Description	Amount
4/30/2021	Deposit	\$500.00
5/12/2021	General Prepayment - Interlm Event	\$58,298.00
6/25/2021	10% Contingency Fund	\$5,829.80

6. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, repair of damage(s) to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in the same condition in which Renter took possession. Deposit is not applied towards rental fee and is nontransferable/ nonrefundable if event is cancelled. Failure to pay deposit or balance by due date will result in cancellation of event. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days after the end of the event.
7. Association shall have the right to audit and monitor any and all sales as well as access to the Premises.

8. Renter shall defend, indemnify and save harmless Association and State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation Law and Renter him/herself and from loss, damage, cause of action, claims or suits for damages, including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
9. Renter acknowledges that the Association's Fairgrounds may be required at any time with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or expenses incurred by the Renter or its subcontractors or patrons that may result for such emergency use of the Premises.
10. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
11. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
12. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred or disposed of without the written consent of Association. Subleasing of the Premises is prohibited.
13. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
14. Renter agrees to provide complimentary tickets for Board of Directors and staff upon request by Association.
15. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
16. Upon request, Renter will furnish Association with a list of all sales prices and other charges of any kind whatsoever to be charged by the Renter. If Renter is an eating concession and not restricted to specific items, Renter shall submit menus and prices to Association for approval at least twelve (12) hours in advance of each day's operation. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, etc., prior to event.
17. Renter will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Association, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Renter shall not include the carnival and the carnival area.
18. All sound-producing devices used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Association as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Association.
19. Renter agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Renter shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Association and the local law enforcement officials.

20. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Renter agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Association, and to be entirely responsible for the use of the Premises and such property.
21. Association may provide watchman service, which will provide for reasonable protection of the property of Renters, but Association shall not be responsible for loss or damage to the property of Renter.
22. Each and every article and all boxes, crates, packing material, and debris of whatsoever nature must be removed from the Premises by Renter, at Renter's own expense, upon expiration or earlier termination of this Agreement.
23. No Renter will be permitted sell or dispose of anywhere on the Premises alcoholic beverages as defined in the Alcoholic Beverage Control Act. Any sale of alcoholic beverages on the Premises must be by Pardini's Fairventures. Renter must contact Pardini's Fairventures to contract goods and services to be provided for event.
24. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
25. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
26. This Agreement shall be subject to termination by either party at any time prior to or during the term hereof by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
27. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a code to the Premises and may enter with at least 24-hour written notice to Renter.
28. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
29. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
30. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
31. Security will be arranged by Association, use of outside services is not permitted. Number of security guards required is at the discretion of Association and will be based on event type, hours and attendance.
32. Event plans are to be submitted thirty (30) days prior to the event taking place. Plans will be approved at the discretion of Association. Such plans should include, but not limited to, event layout, fire lanes, anticipated attendance, event staff, etc. Failure to submit plans may result in cancellation of event.
33. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and Office of the State Fire Marshal. Renter agrees to abide by all rules and regulations stated in California Code of Regulations, Title 19 and attached Exhibits C, D and E. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be affected without injury to the Premises.
34. Per SEC. 12-1808 and SEC. 12-1810 of the City of Fresno – City Ordinance, it is not permissible to post signs and/or posters on public street and light posts. If a Renter elects to not abide by the City Ordinance, they are responsible for removing any and all signs immediately following the event. Failure to abide by the City Ordinance or be responsible for removing signs and/or posters may result in Association electing to no longer allow the Renter use of the facility. The Renter may also incur additional costs should Association be fined by the City of Fresno

35. No drones are allowed at events without prior written approval from Association.
36. In the event Renter fails to comply in any respect with the terms of this Agreement, Exhibit A (Standard Contract Terms and Conditions), Exhibit A-1 (Addendum to Interim Rental Agreement), Exhibit B (CFSA Insurance Requirements), Exhibit C (OSFM Special Events), Exhibit D (OSFM Energized Equipment) and Exhibit E referred to herein, all payments under this Agreement shall be deemed earned and nonrefundable by Association and Association shall have the right to occupy the Premises in any manner deemed for the best interests of Association.
37. The attached Exhibits hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that her/she has read this agreement and the said Exhibits and understands they shall apply, unless amended by mutual consent in writing of the Parties hereto.
38. Force Majeure: Except for defaults of any subcontractors, neither party shall be responsible for any delay in or failure of performance from acts beyond the control of the offending party. Such acts shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.
39. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and the Department of General Services.

Work:	559-647-0572	Event:	Fresno Unified Graduations	
Mobile:	559-457-3674	Date:	5/24/2021	
Email:	leslie.loewen@fresnounifed.org	Occupy:	5/24/2021	Vacate: 6/11/2021
Web:			6:00 AM	12:00PM
		Hours:	See Schedule	
		Entry Gate:	Chance/Kings Canyon	Est Attend:

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in the Agreement.

21st District Agricultural Association
Lauri King, Deputy Manager I
1121 S. Chance Avenue
Fresno, CA 93702

Fresno Unified School District
2348 Mariposa Street Address
Fresno, CA 93721
559-647-0572

 Signature

 Date

Lauri King

 Signature

4/5/21

 Date

Approved as to Form

Andrew P. [Signature]

 4/8/2021

STANDARD CONTRACT TERMS AND CONDITIONS

1. **National Labor Relations Board (PCC Section 10296)** Contractor, by signing this contract, does swear under penalty of perjury that no more than on final un-appealable finding of contempt of court by a Federal Court has been issued against contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of a Federal Court which orders the contractor to comply with an order of National Labor Relations Board (Public Contract Code Section 10296).
2. **Resolution of Contract Disputes (PCC Section 10240.5.10381)** If during the performance of this agreement, a dispute arises between contractor and Fair Management, which cannot be settled by discussion, the contractor shall submit a written statement regarding the dispute to Fair Management. A decision by Fair Management shall be made to the Contractor in writing, and shall be final and conclusive. Contractor shall continue to perform contract requirements without interruption during the dispute period.
3. **Non-Discrimination Clause/Statement of Compliance (GC 12990/CCR 8103-8120)** During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provision of the Fair Employment and Housing Act (Gov. Code Section 12900, et seq.) and the applicable regulations promulgated there under (CA Code of Regulations, Title 2, Section 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code Section 12990 (a-f), set forth in Ch. 5 of Div. 4 of Title 2 of the CA Code of Regulations are incorporated into this contract by reference and made part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract. Contractor by signing this contract hereby certifies, unless specifically exempted compliance with Gov. Code 12990 (a -f) and CA Code of Regulations, Title 2, Div. 4 Ch.5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
4. **Amendment (GC 11010.5)** Contract modification, when allowable, may be made by formal amendment only.
5. **Assignment** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
6. **Termination** The fair reserves the right to terminate any contract, at any time, upon order of the Board of Directors by giving the contractor notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the fair of any further payments, obligations, and/or performances required in the terms of the contract.
7. **Governing Law** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
8. **Conflict of Interest (PCC 10410, 10411, 10420)** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person

rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (PCC 10420).

9. **Contractor Name Change** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
10. **Air or Water Pollution Violation (WC 13301)** Under the State laws, the Contractor shall not be; (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

ADDENDUM TO INTERIM RENTAL AGREEMENT, FORM F-31

Labor

Any labor required to be performed by the Fair will be charged to Licensee @ \$50.00/hr. per man. All items remaining on the premises following event will be discarded the following morning unless prior arrangements have been made. Cleanup is not included in rental. Licensee is responsible for all damages.

Costs

Actual costs may vary due to additional equipment, labor, damages and/or unanticipated costs.

Food & Beverage

The Big Fresno Fair reserves the right to all food and beverage concessions.

Novelty/Concession Items

The sale of novelty items will not be permitted without prior approval of Fair Management. The Fresno Fair will receive 24% of gross sales after state sales tax on all novelty items (hats, t-shirts, buttons, etc.).

Licensee must provide means for concession audit. Cash registers must be used in lieu of cash. Failure to comply with Fair regulations may result in loss of concession privileges at future events.

Security

Security coverage must be arranged through the Fair.

Liability Insurance

Anyone renting Fairground facilities must have proof of insurance, with Combined Single (CSL) coverage of not less than \$1,000,000 per occurrence for low hazard events. Insurance Requirements issued by California Fairs Services Authority ("CFSA") outlining required coverage's limits and information to be included on the certificate of insurance is attached and made a part of this agreement. Certificate of insurance must be submitted to Fair Office forty-five (45) days prior to your event. If certificate is not received by Fair Office and/or does not meet all requirements, Licensee will be required to purchase insurance through CFSA. If you are interested in obtaining this insurance, please contact the Fair Office for details.

Compliance

Licensee agrees to comply/adhere to all city, county, state and Federal rules, regulations and permits.

Key Deposit (Optional)

An additional \$30 cash deposit is required for each key issued. All keys must be returned to Fair Office no later than Tuesday following event or deposit will be forfeited.

Parking

Fair reserves the right to charge for parking

Reservation of Dates

If you wish to reserve dates for the next year, please submit your request in writing within seven (7) days of your event and it will be presented to the Board for approval.

A \$500 deposit per building day is required within 30 days following Board approval. This deposit is non-refundable should you decide to cancel. If the required deposit is not received, the dates will no longer be held for you.

INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

- A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:
1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
 2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**
 3. Coverages:
 - a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, enduro, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types **with a paid gate** and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types **without a paid gate** and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types **without** any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

- b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
 - c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.
 - d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
 - e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
5. Certificate Holder:
- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only:
California Fair Services Authority
Attn: Risk Management
1776 Tribute Road, Suite 100
Sacramento, CA 95815
is listed as the certificate holder.
6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligations shall survive the expiration, termination or assignment of this contract.**
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

1. For hazardous participant events (see subsection 4. below), the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter.
2. Contractor/renter shall ensure that any party renting space from the contractor/renter with, or for, hazardous participant events (see subsection 4. below) obtains a properly executed

release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events and provides a copy to the contractor/renter.

3. The contractor/renter shall provide copies of all executed release and waiver of liability agreements required under subsections 1. and 2. above to the Fair at the end of the rental agreement.

4. Hazardous participant events include, but are not limited to, any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority, Risk Management Department at (916) 921-2213 for further information and for CFSA Release and Waiver Form.

State of California

OFFICE OF THE STATE FIRE MARSHAL



FIRE & LIFE SAFETY DIVISION

Special Events and/or DAA Fairs

Sacramento Headquarters
2251 Harvard, Suite 130
Sacramento, CA 95814
(916) 568-2957

Monrovia Regional Office
602 E. Huntington Drive, Suite A
Monrovia, CA 91016
(626) 305-1908
(626) 305-5173 Fax

Web Site: <http://osfm.fire.ca.gov>

GENERAL:

Fire and life safety requirements shall be applicable to any exhibit space, booth, trailer or tent within the fairgrounds. This list is not meant to cover all possible situations and the Promoter or Fair is responsible for adhering to all applicable regulations.

- Plans identifying the configuration of exhibit spaces shall be submitted to the SFM for review and approval 30 working days prior to the event. Plans shall indicate the location and size of all exit doors and aisles, and shall show exhibits both inside and outside of any building. Where seating is provided, the plan shall indicate the number of rows and seats between aisles. Final approval is subject to field inspections.
- SFM may enter any portion of any exhibit space/ booth at any time for the purpose of inspecting the premises for fire and life safety.
- No display or exhibit shall be installed or operated that will interfere or block in any way with access to any exit or with the visibility of any exit sign. No display shall block access to fire-fighting equipment, such as fire extinguisher stations, fire alarm pull stations, fire hose cabinets and fire hydrants or access by fire suppression vehicles or equipment.
- The location of all hydrants, fire extinguishers, water barrels, etc. shall be clearly marked in all areas.
- The exhibition of vehicles powered by internal combustion gasoline engines inside buildings shall require the following:

- Fuel tank shall be no more than 1/4 filled and the gas cap shall be taped in place to deter removal.
 - The battery or batteries shall be disconnected and the battery terminals taped with electrical tape.
 - Vehicles shall be inspected by SFM.
- No open flame is allowed in any Fair Building.
 - Bark dust or like material shall be kept moist at all times.
 - All carpet edges shall be securely taped in place. Carpeting shall only be used on the floor.
 - "NO SMOKING" signs shall be posted. Outside Smoking areas shall be provided with appropriate non-combustible containers for ashes.
 - A housekeeping program shall be maintained and adequate non-combustible trash receptacles shall be provided in all areas and all trash will be removed on a regular basis.

BOOTH CONSTRUCTION/LOCATION:

- Booths shall be located a minimum of 20 feet from any permanent structure. If conditions warrant, distance may be reduced as approved by the SFM.
- All fabric or pliable canopy covers, side/back drops and decorative material must be:
 - Inherently fire resistive and labeled as such; or
 - Treated by a SFM licensed applicator. If the booth is owner occupied, it may be treated by the owner with a SFM approved fire retardant chemical (empty can and dated sales receipt may serve as proof).
- Exit openings shall be a minimum of 3 feet wide and 6 feet, 8 inches in height.

FIRE SAFETY TIPS:

- Know where the fire extinguisher is located and how to use it.
- Do not leave food cooking unattended.
- Do not wear loose-fitting clothing when cooking.
- Keep combustibles away from heat sources.
- In case of emergency, dial 9-1-1.

ELECTRICAL:

- Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type. No two-wire extension wiring shall be allowed. All extension wiring shall be protected from physical damage and shall be limited to 20 feet in length. This shall be temporary use.
- Electrical equipment and installation shall be inspected and approved by a qualified person or concern acceptable to the SFM.

LIVESTOCK/BARN AREAS:

- Heat production appliances, such as space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances which may be used for cooking purposes, shall not be permitted in the barn or livestock areas. Electrical devices in good repair and properly maintained and used in direct connection with the care of animals may be exempt from the above.
- Smoking shall not be permitted within the barn, stable, or livestock areas, or in exhibits using sawdust, hay or like materials on the floor.
- The storage of flammable or combustible liquids or machines containing such shall not be permitted inside any livestock areas.
- Fire hoses, fire extinguishers or other fire equipment shall only be used in case of an emergency. These devices shall not be blocked or obstructed at any time.
- The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.
- No vehicles shall be parked in any barn or livestock areas.

RV PARKING: Fire and life safety requirements shall apply to the use or parking of recreational vehicles on undeveloped sites on the fairgrounds.

- Plans identifying the configuration of the site shall be submitted to SFM for review and approval at least 30 days prior to site development.
- The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.
- A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.

Exhibit C

4. All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.
5. Painted lines, fences, posts, ropes, etc. shall be used to designate roadways from vehicle parking areas.

FOOD SERVICES AREAS: Fire and life safety requirements shall be applicable for all food services areas, including temporary concession stands inside or outside of buildings and food concession trailers.

1. The use, storage and handling of any flammable or combustible liquid shall be subject to approval by SFM. Location of use and storage of any flammable or combustible liquid shall be noted on the plans prior to approval (see General Item #1)
2. The use and storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents is subject to approval by SFM. Location of use and storage of any portable container of LPG shall be noted on the plans prior to approval (see General Item #1). All cylinders must be secured to prevent tipping or falling over.
3. Commercial cooking may be allowed only in approved locations with approved equipment. SFM Approval is required prior to use.
4. Cooking booths must be separated from non-cooking booths by 10 feet.
5. A California licensed company shall service all Automatic Fire Extinguishing Systems (Hood System) every six months. The company performing the service shall either be licensed by the SFM and possess an Automatic Systems License, or possess a C-16 license issued by the California State Contractor's Licensing Board.

Fire Extinguishers:

1. Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.
2. Each booth with deep fat fryer shall have a Class K portable fire extinguisher.
3. All portable fire extinguishers must be serviced by a SFM licensed company annually, with a service tag attached.

Deep fat or flambé type cooking operations may require additional and/or larger units, as per the SFM. Fire extinguishers shall conform to the following:

- a. The fire extinguisher must be mounted or secured so that it will not fall over.
- b. It must be visible and accessible and away from cooking area.

Deep Fat Fry/flambé Cooking: Deep fat Frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed. Such enclosures shall conform to booth construction requirements as previously outlined, but the top of the enclosure shall be OPEN or, when required by the Health Department, shall be provided with METAL SCREENING with a minimum height of 7 feet.

Wood Barbecue Cooking:

1. Wood barbecue cooking is prohibited inside of booths.
2. Wood barbecue cooking shall be performed only in areas away from public access.
3. Distances from wood barbecues to permanent structures or festival booths shall be as approved by the SFM.
4. Fuel wood shall not be stored inside of booths.
5. Coals shall be disposed of only in metal containers that have been designated for such use and approved by the SFM. Dumping coals in trash containers is prohibited!

Charcoal Barbecue Cooking:

1. Charcoal barbecue cooking is prohibited inside of booths or tents.
2. Only commercially sold charcoal fuel may be used.
3. Charcoal cooking shall be performed only in areas away from public access and shall be located a minimum of 15 feet from any booth with a minimum of 20 feet from any permanent structure.

BOOTH CONSTRUCTION/LOCATION:

Minimum of 20 feet from any permanent structure.

All fabric or pliable canopy covers, side/back drops and decorative material must be inherently fire resistive or treated.

Exit openings shall be a minimum of 3 feet wide and 6 feet 8 inches in height.

ELECTRICAL:

Electrical extension cords shall be of the heavy-duty three-wire (grounded), hard-usage type.

Electrical equipment and installation shall be inspected and approved by a qualified person.

LIVESTOCK/BARN AREAS:

No space heaters, electric skillets, toasters, coffee makers, hot plates and any other appliances.

No storage of flammable or combustible liquids or machines.

Fire hoses, fire extinguishers or other fire equipment shall not be blocked or obstructed at any time.

The roads around the barns shall be kept clear so that fire apparatus may be able to pass through at any time. Minimum width of these roads shall be 20 feet.

No parking of any vehicles in any barn or livestock areas.

RV PARKING:

The site shall maintain an all-weather surface with adequate roads having 20 feet minimum width for fire department apparatus.

A minimum of 30 feet of clearance shall be provided between the site and any adjoining fair structure or surrounding property.

All combustible growth shall be cleared from the site and from the property surrounding the site for a distance of at least 30 feet.

FOOD SERVICES AREAS:

No use or storage of portable containers of Liquefied Petroleum Gas (LPG) inside buildings or tents.

All cylinders must be secured to prevent tipping or falling over.

Cooking booths must be separated from non-cooking booths by 10 feet.

All Automatic Fire Extinguishing Systems (Hood System) have been serviced within the last six months.

Fire Extinguishers:

Each booth shall be provided with a minimum 2A10BC rated portable fire extinguisher.

Each booth with deep fat fryer shall have a Class K portable fire extinguisher.

All portable fire extinguishers have been serviced by a SFM licensed company annually with a service tag attached.

The fire extinguisher must be mounted or secured so that it will not fall over.

All fire extinguishers must be visible and accessible.

Deep Fat Fry/flambé Cooking:

Deep fat Frying or flambé cooking operations shall be located in a separate enclosure where only cooking operations are performed, Wood

Barbecue Cooking:

No wood barbecue cooking inside of booths.

Only wood barbecue cooking shall be performed in areas away from public access.

No fuel wood shall be stored inside of booths.

Metal containers shall be provided for hot coal and ashes.

Charcoal Barbecue Cooking:

No charcoal barbecue cooking inside of booths or tents.

Only commercially sold charcoal fuel may be used.

Charcoal cooking shall be performed only in areas away from public access

Charcoal cooking shall be located a minimum of 15 feet from any booth

Charcoal cooking is at least 20 feet from any permanent structure.

EXHIBIT HALLS:

No open flame.

Exiting:

Illuminated exit sign.

No blocking or obstruction of exit.

Doors shall not be locked or chained.

Aisle width shall be maintained according to approved site plan.

Fire equipment:

No blocking of fire hydrants.

No blocking of fire extinguishers.

No blocking of standpipe and fire hose cabinets.

No blocking of fire sprinkler systems.

No blocking of manual fire alarm pull stations.

No blocking of fire alarm audible/visual devices such as horns or strobes.

No blocking of first aide equipment.

Vehicle Static Display

- Battery terminals disconnected.
 - Fuel tank shall be no more than 1/4 filled.
 - Locked or taped gas cap.
- Decorative Materials**
- Shall be inherently flame resistive or treated.

I have reviewed and verified this check list that all applicable items listed above are in compliance.

Signature

Host Vendor Exhibitor

Title (circle one)

Date

State of California
**OFFICE OF THE STATE
 FIRE MARSHAL**



**FIRE & LIFE SAFETY
 DIVISION**

**Energized Equipment
 Informational Guide**

Sacramento Headquarters
 2251 Harvard, Suite 130
 Sacramento, CA 95814
 (916) 568-2957

Monrovia Regional Office
 602 E. Huntington Drive, Suite A
 Monrovia, CA 91016
 (626) 305-1908
 (626) 305-5173 Fax

Web Site: <http://osfm.fire.ca.gov>

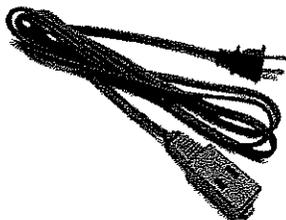
These are common corrections regarding energized equipment. This list is not intended as an inclusive representation of all requirements.

Time

- Extension cords are allowed for less than 90 days.
- Not a substitute for permanent wiring.

General

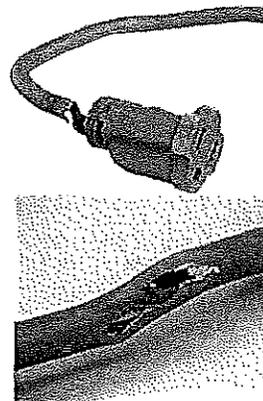
- All identified electrical hazards shall be abated or corrected immediately.
- Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes and electrical shock or fire hazard shall not be used.
- Light weight non grounded extension cords are not acceptable.



- Extension cords must be grounded.
- Extension cords shall be not less than rated capacity of the portable appliance supplied by the cord.
- Extension cords shall not be connected in series.

Damage Protection

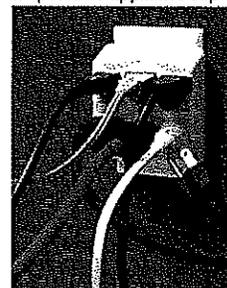
- Extension cords and flexible cords shall not be affixed to structures, extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact.



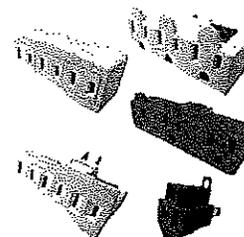
- Extension cords shall be used only with portable appliances, not intended as permanent wiring.
- GFI protection is needed in wet conditions.

Relocatable Power Taps

- The ampacity of the extension cords shall be not less than the rated capacity of the portable appliance supplied by the cord.

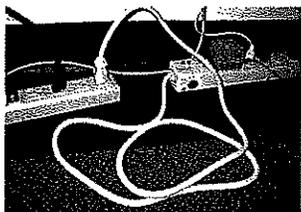


- Multi-plug adapters, such as cube adapters, unfused plug strips or any other device shall be prohibited.

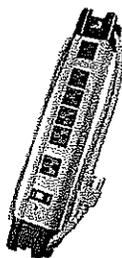


- Daisy chaining is unacceptable.

- Not intended to be used in series with other relocatable power taps or into extensions cords.



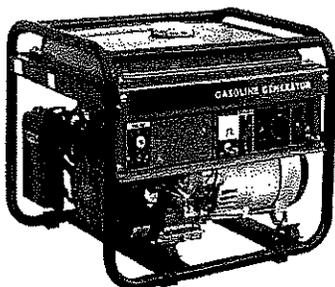
- Relocatable power taps shall be directly connected to a permanently installed receptacle.
- Relocatable power taps shall be of the polarized or grounded type, equipped with overcurrent protection, and shall be listed in accordance with UL 1363.



- Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.
- A minimum 36" working clearance shall be maintained at Circuit Breaker Panels.

Generators

- Generators and other internal combustion power sources shall be separated from tents and permanent structure by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means.



- All generators shall be grounded and secured.
- At least one Class 2A-10BC fire extinguisher shall be provided with each generator or transformer.
- Flammable-liquid-fueled equipment shall not be used in tents.
- Storage of flammable and combustible liquids shall be stored outside in an approved manner and not less than 50 feet from tents.
- Refueling shall be performed in an approved location and not less than 20 feet from tents

Housekeeping and Miscellaneous

- Storage of combustible rubbish shall not produce conditions that will create a nuisance or a hazard to the public health, safety or welfare.
- No combustible materials shall be placed or stored within 10 feet of any building or structure.
- Do not block exits or exit pathways.
- Provide guards or barriers if potential damage to electrical cords.
- Appliances shall be plugged directly into a permanent receptacle.
- Portable electric space heaters shall be UL listed, with tip switch, and be plugged directly into a permanent receptacle
- Posts, fences, vehicles, trash, storage or other materials shall not be placed or kept near fire hydrants in a manner that would prevent such hydrants from being immediately discernible.

I have reviewed and verified this check list that all applicable items listed above are in compliance.

Signature

Host Vendor Exhibitor

Title (circle one)

Date



DEPARTMENT OF FORESTRY AND FIRE
PROTECTION OFFICE OF THE STATE FIRE
MARSHAL

Fire and Life Safety Division
2251 Harvard Street, Suite 130
SACRAMENTO, CA 95815



Purpos: (916) 568-2960
Website: www.osfm.fire.ca.gov

The purpose of this document is to provide the festivities coordinator, owner, lessee and the vendors the necessary information to ensure that tents used are in conformance with California State law.

Scope: 2016 CFC 3101

Tents, temporary stage canopies and membrane structures shall comply with this chapter. The provisions of Section 3103 are applicable only to temporary tents and membrane structures. The provisions of Section 3104 are applicable to temporary and permanent tents and membrane structures. Other temporary structures shall comply with the California Building Code.

These building standards govern the use of tents, awnings or other fabric enclosures, including membrane (air-supported and air-inflated) structures and places of assemblage, in or under which 10 or more persons may gather for any lawful purpose.

California Code of Regulations, Title 19, Division 1, 303. (a) and (b)

- (a) The provisions of California Code of Regulations, Title 19, Division 1, Chapter 2 apply to the sale, offering for sale, manufacture for sale, rental and use of tents within this state.
- (b) For building standards relating to tents and membrane structures, see California Code of Regulations, Title 24, Part 9.

Approval Required: 2016 CFC 105.7.16 & 3103.2

A permit is required to use tents for places of assembly, ceremony, fairs and carnivals, worship, cooking, display of vehicles or equipment, competition, or the like. *Exception:* A tent permit is not required for funeral services.

Tents, with or without sides, having an area in excess of 400 square feet shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the fire code official.

Use Period: 2016 CFC 3103.5

Tents shall not be erected for a period of more than 180 days within a 12-month period on a single premise.

Construction Documents: 2016 CFC 3103.6 & CBC 107.2.5

A detailed site and floor plan for tents or membrane structures with an occupant load of 50 or more shall be provided with each application for approval. The tent or membrane structure floor plan shall indicate details of the means of egress facilities, seating capacity, arrangement of the seating and location and type of heating and electrical equipment.

Stage Canopies Documents: 2016 CFC 3105.2

Temporary stage canopies in excess of 40 square feet shall not be erected, operated or maintained for any purpose without first obtaining approval and a permit from the fire code official and the building official.

Required Documents: 2016 CFC 3103.5

Construction documents shall be prepared in accordance with CBC by a registered design professional and include:

- 1) A summary sheet showing the building code used, design criteria, loads and support relations.
- 2) Detailed construction and installation drawings.
- 3) Design calculations.
- 4) Operating limits of the structure explicitly outlined by the registered design professional including environmental conditions and physical forces.
- 5) Effects of additive elements such as video walls, supported scenery, audio equipment, vertical and horizontal coverings.
- 6) Means for adequate stability including specific requirements for guying and cross-bracing, ground anchors or ballast for different ground conditions.

Designation of responsible part: The owner of the temporary stage canopy shall designate in writing a person to have responsibility for the temporary stage canopy on site. The designated person shall have sufficient knowledge of the construction documents, Manufacturer's recommendations and operations plan to make judgements regarding the structure's safety and coordinate with the fire code official.

Operations plan: The operations plan shall reflect manufacturer's operation guidelines, procedures for environmental monitoring and action to be taken under specified conditions consistent with the construction documents.

Independent Inspector: 2016 CFC 3103.6.1

The owner of a temporary stage canopy shall employ a qualified, independent approved agency or individual to inspect the installation of a temporary stage canopy.

Inspection Procedure: 2016 CFC 3103.7

The State Fire Marshal's Office will conduct an inspection to determine compliance with these requirements. In the event fire and life safety violations are found, the responsible person will be given one opportunity for compliance. Failure to adhere to these requirements may result in closure of the respective operation. It shall be the responsibility of the promoter to insure vendors are aware of these regulations.

Location & Access: 2016 CFC 3103.8

Access. Fire apparatus access roads shall be provided in accordance with Section 503.

Location. Tents or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents or membrane structures, parked vehicles or internal combustion engines. For the purpose of

determining required distances, support ropes and guy wires shall be considered as part of the temporary membrane structure or tent.

[CCR, Title 19, Division 1, § 312] Vehicles necessary to the operation of the establishment shall be parked at least 20 feet from any tent. No other vehicle shall be parked less than 100 feet from any tent except vehicles parked on a public street shall park at least 20 feet from any tent.

Required Anchorage: 2016 CFC 3103.9

Tents or membrane structures and their appurtenances shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished to the fire code official on request.

Fabric Certification and Labeling for LARGE Tents: CCR, Title 19, Division 1

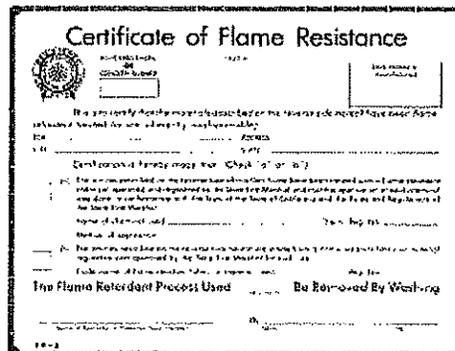
Before a permit is granted, the owner or agent shall file with the fire department a Certificate of Flame Resistance issued by a State Fire Marshal approved testing laboratory or by a State Fire Marshal approved applicator of a State Fire Marshal approved flame retardant chemical or by a State Fire Marshal approved manufacturer certifying that the tent(s) and their appurtenances; sidewalls, drops, tarpaulins, floor coverings, bunting and combustible decorative materials and effects, including hay and sawdust when used on floors, has been treated in an approved manner or is made of State Fire Marshal approved and listed inherently flame resistant fabric and that the flame retardant treatment is effective for the use period specified by the permit. Tent tops and sidewalls shall have a permanently affixed label by a California State Fire Marshal licensed applicator or manufacturer bearing the following information:

- 1) The Seal of Registration
- 2) If treated fabric, the name and registration number of the approved application concern and approved chemical used, and the date of treatment.
- 3) If registered fabric, the trade name and registration number of the approved fabric, and the date of production.

Label: 2016 CFC 3104.3

Tents shall have a permanently affixed label bearing the identification of size and fabric or material type.

Required Labels:



24 pt. type
WARNING
16 pt. type
**KEEP ALL FLAME
 AND HEAT SOURCES
 AWAY FROM THIS
 TENT FABRIC**

12 pt. type
This tent is made with flame-resistant fabric which meets CPAI-84 specifications. It is not fire proof. The fabric will burn if left in continuous contact with any flame source.

The application of any foreign substance to the tent fabric may render the flame resistant properties ineffective.

Required Certificate

Fabric Certification and Labeling for SMALL Tents: CCR, Title 19, Division 1

Small tents shall have a permanently affixed label bearing the following information as specified in CPAI-84.

- 1) Certification- A statement that the materials used in the manufacture of the item meet the flame resistance requirements of CPAI-84.
- 2) Manufacturer Identification.
- 3) Warning label stating the following: Warning, Keep all flame and heat sources away from this tent fabric. This tent is made with flame resistant fabric which meets CPAI-84 specifications. It is not fireproof. The fabric will burn if left in continuous contact with any flame source. The application of any foreign substance to the tent fabric may render the flame resistant properties ineffective.

Combustible Materials for Assembly Occupancies: CCR Title 19, Division 1

No person shall use or display any combustible decorations such as hay, straw, shavings, dry vegetation, large dimensions of fabric, for example curtains, tablecloths and other decorations or visual effects, or any other hazard, without first treating said material with a State Fire Marshal approved fire retardant chemical. All treated material shall have proof of treatment affixed to it in accordance with the State Fire Marshal's regulations. A 3" x 3" sample of the decorative fabric shall be submitted for acceptance, at least 72 hours in advanced, and accompanied by a Certificate of Flame Resistance. *Exception:* Materials necessary for the daily feeding and care of animals.

Fire Protection: CCR, Title 19, Division 1, 2016 CFC 3104.12

Portable fire extinguishers shall be located in conspicuous locations where they will be readily accessible and immediately available for use along normal paths of travel. Portable fire extinguishers shall not be obstructed or obscured from view and shall be provided with a locating sign when deemed necessary by the authority having jurisdiction.

- 1) One Class 2A-10BC fire extinguisher shall be provided in every tent having a floor area between 500 square feet and 1000 square feet. One additional fire extinguisher shall be provided for each additional 2000 square feet or fraction thereof or at the discretion of the authority having jurisdiction. [Title 19]
- 2) Tents having a capacity of 1000 or more persons shall be protected on each of the long sides with fire hose lines of at least 1 ½ inch internal diameter and of sufficient length to reach either end of the tent. The water supply shall be either from the public water mains or from tanks having a capacity of not less than 500 gallons. There shall be at least 65 pounds of flowing pressure at the nozzle of the hose line when a ½ inch tip is used. [Title 19]
- 3) Any booth or tent using combustible or flammable liquids must have a U.L. listed fire extinguisher with a rating of not less than 2A:10B:C, be fully charged, bearing the California State Fire Marshal label and be placed in an accessible location near the exit of the structure. [Title 19, 2013 CFC]
- 4) Every tent which prepares or serves heated food shall be equipped with a 2A:10B:C fire extinguisher bearing a current California State Fire Marshal service tag, and be fully charged, and placed in an accessible location near the exit of the structure. Or a new fire extinguisher, minimum five (5) pounds, with the sales receipt taped to the side of it for

visual inspection. [Title 19, AHJ]

- 5) At least one Class 10BC fire extinguisher shall be provided with each generator or transformer. [Title 19]

Fire Protection for Cooking: CCR, Title 19, Division 1

A K-rated fire extinguisher shall be provided for all cooking applications utilizing grease or combustible cooking media. (vegetable or animal oils or fats)

Fire Safety Personnel: CCR, Title 19, Division 1

The owners or operators of any tent used as a place of assemblage shall provide at least one qualified fire safety person in every tent having a capacity of 500 persons and one additional qualified person for each 1,000 additional persons or fraction thereof. Such persons shall be on duty in the tent at all times when the tent is open to the public. They shall be proficient in the handling of fire extinguishers and equipment and shall be familiar with the fire and panic safety regulations. The individual designated under this section shall meet the approval of the fire authority having jurisdiction.

Standby Personnel: 2016 CFC 3104.20-3104.20.1

When in the opinion of the fire code official, it is essential for public safety in a tent due to the use or the nature of the activity the owner, agent or lessee shall employ one or more qualified persons as required and approved to remain on duty during the times such places are open to the public and or activities are being conducted. Standby personnel shall keep diligent watch for fires and take prompt measures for extinguishment, assist in evacuation, and call 9-1-1.

Crowd Managers: 2016 CFC 3104.20.2

There shall be trained crowd managers or crowd managers/supervisors at a ratio of one crowd manager/supervisor for every 250 occupants.

Abatement of Fire and Panic Hazards: CCR, Title 19, Division 1

Any condition that presents a fire hazard, would contribute to the rapid spread of fire, interfere with the rapid exit of persons from the tents, or interfere with or delay the extinguishment of a fire, shall be immediately corrected as ordered by the enforcing authority.

Housekeeping and Combustible Vegetation: 2016 CFC 3104-21

The areas within and adjacent to the tent shall be maintained clear of all combustible materials and vegetation that could create a fire hazard within 30 feet. Combustible trash shall be removed at least once per day during the period that the tent is occupied by the public. The accumulation of combustible trash in the form of papers, boxes, etc., when stored next to open flame or hot cooking devices present a tremendous fire hazard. Hot oil can ignite other items and can cause serious and/or lethal burns. Use common sense and pay attention! Do not block your exits - always leave a clear and open path to the outside when you are working in a portable structure.

Weed Abatement and Vegetation Removal: CCR, Title 19, Division 1

Vegetation, weeds, hay, straw trash, flammable materials and the like, shall be removed and stored a minimum of 50 feet from a tent.

Combustible Waste Material: 2016 CFC 3104.22

The floor surface inside tents and the grounds outside and within 30 feet in perimeter shall be kept free of combustible waste and other combustible materials that could create a fire hazard.

Clearance: 2016 CFC 3104.11

There shall be a minimum clearance of at least 3 feet between the fabric envelope and all contents located inside membrane structures.

Smoking: CCR, Title 19, Division 1 & 2016 CFC 3104.6

Smoking shall not be permitted in tents or in any areas adjacent to where hay or other highly flammable materials are kept. Approved NO SMOKING signs shall be conspicuously posted in all tents open to the public and wherever otherwise specified by the enforcing authority.

Open Flames: 2016 CFC 3104.7 & CCR Title 19, Division 1

Open flame or other devices (candles, torches, and the like) emitting flame, fire or heat, lanterns or any flammable or combustible liquid, gas, charcoal or other cooking device, shall not be permitted inside or located within 20 feet of a tent unless approved by the fire code official.

Fireworks: 2016 CFC 3104.8 & CCR Title 19, Division 1

Fireworks shall not be used within 100 feet of tents or membrane structures.

Heating and Cooking Equipment: 2016 CFC 3104.7, 3104.15 & AHJ

- 1) Electrical heating and cooking equipment shall comply with the California Electrical Code.
- 2) Open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent while open to the public unless approved by the fire code official.
- 3) Heating and cooking equipment shall not be located within 10 feet of exits or combustible materials.
- 4) Tents with sidewalls or drops where cooking is performed shall be separated from other tents by a minimum of 20 feet.
- 5) Outdoor cooking that produces sparks or grease laden vapors shall not be performed within 20 feet of a tent.
- 6) Solid flammables, butane or other similar devices which do not pose an ignition hazard shall be approved for cooking demonstrations and warming of food. Solid fuel cooking shall be isolated from contact with the public by physical guards, fencing, or enclosure.
- 7) Electrical heating and cooking equipment shall be approved by the fire code official.
- 8) All commercial cooking equipment located inside of a trailer or fully enclosed constructed booth made of permanent materials shall be provided with an approved automatic fire extinguishing system which is U.L. 300 compliant, bearing an approved service label as certified by the Office of the State Fire Marshal.
- 9) All barbeque cooking shall be conducted only outside of tents. Gas-fired barbeque shall be placed a minimum of 20 feet from any structure, overhang or fabric.
- 10) Solid fuel cooking shall be a minimum of 20 feet from any structure, overhang or fabric.
- 11) No combustible or flammable liquids shall be heated directly on any heater or cooking appliance. Substance such as candle wax shall be melted in containers set in boiling water (double boiler) to keep the wax from reaching its ignition temperature.
- 12) All deep fryers and other cooking appliances (i.e. pots, pans, woks, etc.) with a capacity of one (1) gallon (4 quarts) of cooking oil or more shall be kept outside of tents, trailers, or the like and placed a minimum of 20 feet away, or shall be located under a commercial kitchen hood provided with a U.L. 300 compliant fire extinguishing system bearing an approved service label as certified by the Office of the State Fire Marshal.

Compressed Gas Cylinders: 2016 CFC 3104.16.2-3104.16.3

- 1) Propane fired devices must be approved by Underwriters Laboratories (UL) or by the American Gas Association (AGA). These labels must be accessible for inspection.
- 2) Liquefied Petroleum (LP) gas containers of 500 gallons or less shall be located outside of the tent with a minimum separation distance of least 10 feet between container and structure and shall have the safety release valve pointed away from the tent.
- 3) Liquefied Petroleum (LP) gas containers of 500 gallons or more shall be located outside of the tent with a minimum separation distance of least 25 feet between container and structure and shall have the safety release valve pointed away from the tent.
- 4) All cylinders shall be stored in an upright position, adequately secured in place and protected to prevent accidental tip-over, tampering, unauthorized movement and damage by vehicles or other hazards.

- 5) Cylinders not in use shall be capped.
- 6) All compressed gas cylinders in use shall be equipped with individual regulators with approved hose and appliances.
- 7) All L.P. gas cylinders shall be within current hydrostatic test date, (no more than 12 years from date of manufacture, or no more than five (5) years from last hydrostatic test).

Flammable and Combustible Liquid Storage: 2016 CFC 3104.17

Flammable-liquid-fueled equipment shall not be used in tents. Storage of flammable and combustible liquids shall be stored outside in an approved manner and not less than 50 feet from tents. Refueling shall be performed in an approved location and not less than 20 feet from tents

Electrical: 2016 CFC & CEC

Electrical equipment and installations shall comply with the California Electrical Code.

Some temporary lighting may require an electrical permit. Contact the City of Elk Grove Building Department for requirements. Before an extension cord can be used with a portable appliance all the following must be met:

- 1) Extension cords shall be plugged directly into an approved receptacle.
- 2) Extension cords shall serve only one appliance or fixture.
- 3) Extension cords shall not exceed 75 feet in length and be no smaller than 16 gauge wire.
- 4) The current capacity of the cord shall not be less than the rated capacity of the appliance or fixture.
- 5) The extension cord is maintained in good repair, without splices, deterioration or damage.
- 6) The extension cord shall be of the grounded type when servicing grounded appliances or fixtures.
- 7) If an extension cord has to go across a traffic area, then an approved traffic pad shall be used. (All extension cords shall be secured to prevent a tripping hazard).
- 8) Extension cords shall not be connected in series.

Internal Combustion Power Sources – Generators and Similar Equipment: 2016 CFC 3104.19

Generators and other internal combustion power sources shall be separated from tents by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means. All tripping hazards shall be secured.

Display of Motor Vehicles: 2016 CFC 3104.18

Batteries shall be disconnected in an appropriate manner. Vehicles shall not be fueled or defueled within and tent. Fuel tanks shall not exceed one-quarter of the tank capacity or 5 gallons whichever is less. Fuel systems shall be inspected for leaks and fuel tank openings shall be sealed to prevent the escape of vapors.

Seating Arrangements: 2016 CFC 3103.11

Where chairs and/or tables are used, the arrangement shall be such to provide aisles 44" wide where obstructions are placed on both sides.

With standard row seating, the spacing of chairs shall provide a space of not less than 12" from the back of one chair to the front of the most forward projection of the chair immediately behind. The rows of chairs shall be spaced not less than 33" back to back.

There shall be no more than 14 seats in any row of seats with aisles at each end. All loose seats, folding chairs or similar seating facilities that are not fixed to the floor shall be bonded together in groups of not less than three. EXCEPTION: When not more than 200 such seats, chairs or facilities are provided, bonding thereof may be deleted. [CCR Title 19 Division 1]

Aisles:

The width of aisles without fixed seating shall be a minimum of 44 inches in seating areas and be progressively increased in width to provide not less than one foot of aisle width for each 50 persons served by the aisle. Arrangement of aisles shall be subject to approval by the fire code official.

Exiting and Occupant Load: 2016 CFC 3103.12

Tents shall have proper exiting in place. Each tent shall at least one exit and no less than the number of exits as indicated in the table below. Number of exits are based on the size of the tent, number of walls (sides) and occupant load. Maximum occupant load signs shall be posted when required by the fire code official.

Exits shall be spaced at approximately equal intervals around the perimeter of the tent and shall be located such that all points within the tent are within 100 feet or less from an exit.

OCCUPANT LOAD	MINIMUM NUMBER OF MEANS OF EGRESS	MINIMUM WIDTH OF EACH MEANS OF EGRESS (inches)	
		Tent	Membrane
10 to 199	2	72	36
200 to 499	3	72	72
500 to 999	4	96	72
1,000 to 1,999	5	120	96
2,000 to 2,999	6	120	96
Over 3,000 ^a	7	120	96

For SI: 1 inch = 25.4 mm.

When the occupant load exceeds 3,000, the total width of means of egress (in inches) shall not be less than the total occupant load multiplied by 0.2 inches per person, otherwise necessary to indicate clearly the direction of egress where the exit serves an occupant load of 50 or more.

Exit Signs: 2016 CFC 3103.12.6 & 3103.12.61

Exit signs shall be either listed and labeled in accordance with UL 924 as the internally illuminated type and used in accordance with the listing or shall be externally illuminated by luminaires supplied in either of the following manners:

- 1) Two separate circuits, one of which shall be separate from all other circuits, for occupant loads of 300 or less.
- 2) Two separate sources of power, one of which shall be an approved emergency system, shall be provided where the occupant load exceeds 300. Emergency systems shall be supplied from storage batteries or from the on-site generator set, and the system shall be installed in accordance with the *California Electrical Code*. The emergency system provided shall have a minimum duration of 90 minutes when operated at full design demand.

Exits shall be clearly marked with exit signs in tents having an occupant load of 50 or more. Illuminated exit signs shall be installed at all required exit doorways for occupant loads of 51 to 299 person or as determined by the fire code official. Illuminated exit signs shall be an approved self-luminous type or shall be internally illuminated. Two separate circuits are required, one of which separate from all other circuits. For occupant loads of 300 or more, two separate sources of power, one of which is an emergency system consisting of onsite storage batteries or and on site generator, shall be provided.

Emergency Lighting 2016 CFC 3103.12.7

Means of egress illumination shall be provided whenever the tent is occupied. An intensity of not less than one foot-candle at floor level is required. Fixtures shall be supplied from a separate circuit or source of power. In the event of power failure an emergency electrical system shall automatically illuminate the means of egress system.

Parking of Vehicles

Vehicles necessary to the operation of the establishment and parked on a public street shall be parked at least 20 feet from any tent. No other vehicles shall be parked less than 100 feet from any tent.

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

21st District Agricultural Association



Name: Lauri King, Title: Deputy Manager I

4/5/21

Date

Approved As To Form:



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

4/8/2021

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Grant Application to the Learning Communities for School Success Program

ITEM DESCRIPTION: Ratification is requested for a grant application to the California Department of Education for Learning Communities for School Success Program (LCSSP). The goals of the LCSSP are to support evidence-based practices employed to keep the most vulnerable pupils in school and help them thrive. These programs and practices must complement and enhance the actions and services identified to meet the district's goals identified in the Local Control Accountability Plan.

Funding from the LCSSP will be used to expand and enhance Tier II and Tier III supports for students in need of targeted behavior, attendance, and social emotional interventions as part of the district's Multi-tiered System of Support framework.

Eight Child Welfare & Attendance Specialists will provide interventions for students with Tier II needs at eight elementary school sites. Services will include Tier II coordination, case management and evidenced-based behavior, attendance, and social emotional interventions (i.e., skill building, check in/check out, mentoring).

An addition of one Behavior Intervention Specialist will provide increased intensive supports to Transitional Kindergarten (TK) through Kindergarten (K) students and expand existing K through third grade behavior interventions to fourth grade students district-wide.

The application was submitted to California Department of Education on March 26, 2021.

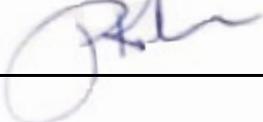
FINANCIAL SUMMARY: Grant requests \$2,000,000 for the three-year project duration.

PREPARED BY: Ambra O'Connor,
Executive Director

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:





Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM A-10

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 20-20, McLane High School Library Modernization

Change Order 6 includes but may not be limited to: Water piping revisions; water heater upgrade and relocation; new wall framing and foundation; replace existing terminal cans; roof repairs; install gyp board ceilings in rooms B104 and B105; provide credits for work removed from scope; and increase contract duration 55 calendar days.

Original Contract Amount:	\$ 1,769,639
Change Order(s) previously ratified:	\$ 144,332
Change Order 6 presented for ratification:	\$ 19,595
New Purchase Order Amount:	\$ 1,933,566

Bid 20-30, Roosevelt High School Cafeteria Modernization

Change Order 4 includes but may not be limited to: additional framing at dining room ceiling and storefront head; change filler at polished concrete floors; add furred walls to cover uneven existing plaster; perform x-ray scanning at concrete walls for added openings; add power for HVAC split system at Data Room and kitchen equipment; smooth existing concrete columns in Dining Room; and increase contract duration 67 calendar days.

Original Contract Amount:	\$ 4,336,394
Change Order(s) previously ratified:	\$ 276,623
Change Order 4 presented for ratification:	\$ 152,621
New Purchase Order Amount:	\$ 4,765,638

Bid 20-49, Juan Felipe Herrera New Elementary School

Change Order 2 includes but may not be limited to: Conduits for future solar installation; masts for outdoor Wi-Fi antennae's; new piping for PG&E gas service; additional plates for fire sprinkler attachments; and new inverters for site lighting emergency power.

Original Contract Amount:	\$ 37,621,226
Change Order(s) previously ratified:	\$ 55,686
Change Order 2 presented for ratification:	\$ 123,740
New Purchase Order Amount:	\$ 37,800,652

FINANCIAL SUMMARY: Sufficient Funds in the amount of \$295,956 are available in the Measure X Fund for Bids 20-20, 20-30 and 20-49.

PREPARED BY: Ann Loorz, Business
Operations Manager, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:







CHANGE ORDER

PROJECT NAME:
 20-20 McLane High School Library Modernization
 2727 N. Cedar Avenue
 Fresno, CA 93703

CHANGE ORDER No. : 006
DSA File No. : 10-H8
Application No. : 02-117044

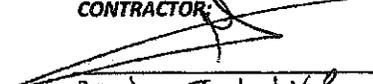
CONTRACTOR :
 Marko Construction
 1675 E. Jensen Avenue
 Fresno, CA 93725

DESIGNER'S PROJECT No. : 18-29
FUSD BID/CONTRACT No. : 20-20
CONTRACTOR P.O. No. : 607699

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

The original Contract Sum was	\$ 1,769,639.00
Net change by previously authorized Change Orders	\$ 144,331.52
The Contract Sum prior to this Change Order was	\$ 1,913,970.52
The Contract Sum will be adjusted by	\$ 19,594.04
The new Contract Sum, including this Change Order will be	\$ 1,933,564.56
The Contract Completion date prior to this Change Order was	26-Dec-20
The Contract Time will be adjusted by	(55) Calendar Days
The new Contract Completion date, including this Change Order is therefore	19-Feb-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.

<p>Recommended by: SIM-PBK 7790 N. Palm Avenue Fresno, CA 93711 <hr/> ARCHITECT/ENGINEER:  By: John Smith AIA Date: 02/18/20</p>	<p>Accepted by: Marko Construction, Inc. 3675 E. Jensen Avenue Fresno, CA 93725 <hr/> CONTRACTOR:  By: Jason Teuty V.P. Date: 2/18/21</p>	<p>Authorized by: Fresno Unified School District 4600 N. Brawley Fresno, CA 93722 <hr/> OWNER:  By: Alex Belanger Asst. Sup. Date: 3/5/21</p>
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You are directed to make the following changes in the contract:

Item 6-1

DESCRIPTION OF CHANGE:

Supervision as required to: Abandon all below grade cold water piping and run all new lines above ceiling, install new hose bibs and remove and replace finishes as needed.

REASON FOR CHANGE:

Existing water lines are not suitable for use.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFQ #10R1

Amount of this Change Order Item:

Increase \$ 1,954.10

Time adjustment by this Change Order Item:

Increase 3 Days

Item 6-2

DESCRIPTION OF CHANGE:

Provide new attic-mounted water heater. Cost includes upgraded water heater, relief line, ceiling access hatch, and attic service lighting.

REASON FOR CHANGE:

To comply with district standard for water heaters.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #20

Amount of this Change Order Item:

Increase \$ 7,654.49

Time adjustment by this Change Order Item:

Increase 3 Days

CHANGE ORDER

For all items, include the following change in this contract:

Item 6-3

DESCRIPTION OF CHANGE:

Additional framing and footing at south bearing wall of Restroom B102.

REASON FOR CHANGE:

Plans showed typical interior framing when field conditions required new structural wall.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #19

Amount of this Change Order Item:

Increase \$ 12,021.53

Time adjustment by this Change Order Item:

Increase 13 Days

Item 6-4

DESCRIPTION OF CHANGE:

Remove abandoned piping in the southwest corner of Textbook B101 and cap above ceiling. Patch ceiling to match adjacent finishes.

REASON FOR CHANGE:

Pipes in conflict with new rolling shelving. Removal not included in contract.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #18

Amount of this Change Order Item:

Increase \$ 643.24

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

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

Item 6-5

DESCRIPTION OF CHANGE:

Remove existing surface mounted terminal cabinet and provide and install additional flush mounted terminal cabinet and gutter and reroute FA, intrusion and phone to new cabinet.

REASON FOR CHANGE:

Existing terminal cans encroached in accessible walkways and contained abandoned wiring.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI #37

Amount of this Change Order Item:	Increase \$	3,347.97
Time adjustment by this Change Order Item:	Increase	5 Days

Item 6-6

DESCRIPTION OF CHANGE:

Provide power to existing exhaust fan at Unisex Restroom B102. Provide new power pack and relay to integrate fan and lighting functions.

REASON FOR CHANGE:

Fan power removed with removal of existing lighting.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #26

Amount of this Change Order Item:	Increase \$	1,834.89
Time adjustment by this Change Order Item:	Increase	2 Days

CHANGE ORDER

Do not alter or remove the following finishes in this contract.

Item 6-7

DESCRIPTION OF CHANGE:

Install additional finishes at B123 as follows: gypsum board filler below tackboard and MDF board over gypsum board trim and wiremold.

REASON FOR CHANGE:

Removal of existing countertops left gap in finishes. Additional finishes not included in contract.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #28

Amount of this Change Order Item:

Increase \$ 1,054.19

Time adjustment by this Change Order Item:

Increase 2 Days

Item 6-8

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment required to repair several existing unsealed roof penetrations and blisters.

REASON FOR CHANGE:

Repairs at these penetrations not included in contract.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #26

Amount of this Change Order Item:

Increase \$ 1,536.70

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

You are directed to make the following changes in this contract:

Item 6-9

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment to install gypsum board, tape and texture ceiling at B104 and B105.

REASON FOR CHANGE:

No ceiling finish found under existing glue on tile. New ceiling finish not included in contract.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI #2

Amount of this Change Order Item:

Increase \$ 5,747.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 6-10

DESCRIPTION OF CHANGE:

Provide credit for IOR's private office on site during construction per General Conditions.

REASON FOR CHANGE:

Office not required.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

RFQ #35

Amount of this Change Order Item:

Decrease \$ (1,454.20)

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

~~Amount directed to make this allowance apply to this contract.~~

Item 6-11

DESCRIPTION OF CHANGE:

Provide credit for sewer replacement allowance not used during construction.

REASON FOR CHANGE:

Allowance not needed.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

N/A

Amount of this Change Order item:

Decrease \$ (7,502.54)

Time adjustment by this Change Order item:

Increase 0 Days

Item 6-12

DESCRIPTION OF CHANGE:

Provide credit for all labor, materials and equipment not being provided for painting Mechanical Yard.

REASON FOR CHANGE:

Painting of Mechanical Yard omitted from contract.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

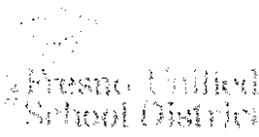
RFQ #33

Amount of this Change Order item:

Decrease \$ (699.20)

Time adjustment by this Change Order item:

Increase 0 Days



CHANGE ORDER

For credit to be made, the following conditions must be met:

Item 6-13 **DESCRIPTION OF CHANGE:**
 Provide credit for all labor, materials and equipment not being provided to install digital wallpaper at west wall of B110 Reading Stacks.
REASON FOR CHANGE:
 Digital wallpaper omitted from contract.

CHANGE CATEGORY:
 District and Designer

DOCUMENT REFERENCE:
 RFQ #32

Amount of this Change Order Item:	Decrease \$ (1,395.19)
Time adjustment by this Change Order Item:	Increase 0 Days

Item 6-14 **DESCRIPTION OF CHANGE:**
 Provide credit for all labor and equipment not being provided to install carpet.

REASON FOR CHANGE:
 Carpet installation omitted from contract.

CHANGE CATEGORY:
 District and Designer

DOCUMENT REFERENCE:
 RFQ #34

Amount of this Change Order Item:	Decrease \$ (4,757.98)
Time adjustment by this Change Order Item:	Increase 0 Days

CHANGE ORDER

You are directed to make the following changes to this contract.

Item 6-15

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to provide modified connection of header to brick and additional framing at door 08.

REASON FOR CHANGE:

Connection of new framing to existing brick not shown in contract documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

CCD #7

Amount of this Change Order Item:	Increase \$	2,248.93
Time adjustment by this Change Order Item:	Increase	1 Days

Item 6-16

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install surface mounted support brackets at Reading Lounge countertops. Provide credit for labor of in-wall brackets in scope.

REASON FOR CHANGE:

Brackets included in scope could not be installed due to conflicts with existing framing.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFQ #43

Amount of this Change Order Item:	Increase \$	521.37
Time adjustment by this Change Order Item:	Increase	0 Days

CHANGE ORDER

~~Monies allocated to make the following changes are all available.~~

Item 6-17

DESCRIPTION OF CHANGE:

Provide labor, materials, equip. to remove termite damaged wood door frame at door 09 and replace with new hollow metal frame. Provide and install hinges, weatherstripping and sweep strip at door.

REASON FOR CHANGE:

Termite damage found during demolition.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI #42

Amount of this Change Order Item:

Increase \$ 2,962.06

Time adjustment by this Change Order Item:

Increase 2 Days

Item 6-18

DESCRIPTION OF CHANGE:

Provide credit for all labor, materials and equipment not being provided to paint accessible parking stall, install parking signage and wheel bumper.

REASON FOR CHANGE:

Appropriate area not available to accommodate current accessible parking requirements. Parking modification to be addressed by others via separate site accessibility project.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #36

Amount of this Change Order Item:

Decrease \$ (3,299.82)

Time adjustment by this Change Order Item:

Increase 0 Days

CHANGE ORDER

Please refer to the following address in this contract:

Item 6-19 **DESCRIPTION OF CHANGE:**
 Repairs to District's existing public address system located within project area. Cost below is 50% of District cost of repairs.
REASON FOR CHANGE:
 Contract documents require contractor to protect all property and be responsible for any damage. Actual cause of damage was unable to be confirmed. Split is cost is acceptable to District.
CHANGE CATEGORY:
 Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
 N/A

Amount of this Change Order Item:	Decrease \$ (2,824.00)
Time adjustment by this Change Order Item:	Increase 0 Days

Item 6-20 **DESCRIPTION OF CHANGE:**
 FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this change order shall constitute waiver by FUSD of any or all rights it has under the Contract
REASON FOR CHANGE:
 Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:
 Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
 N/A

Amount of this Change Order Item:	Increase \$ -
Time adjustment by this Change Order Item:	Increase 24 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE \$ 19,594.04
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE 55 DAYS

Please refer to the following address in this contract:



CHANGE ORDER

PROJECT NAME:

Cafeteria Modernization at Roosevelt High School
 4250 E. Tulare Avenue
 Fresno, CA 93702

CHANGE ORDER No. :**004**

DSA File No. :

10-H8

Application No. :

02-117599

CONTRACTOR :

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

DESIGNER'S PROJECT No. :

1703

FUSD BID/CONTRACT No. :

20-30

CONTRACTOR P.O. No. :

607752

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

The original Contract Sum was	\$	4,336,394.00
Net change by previously authorized Change Orders	\$	276,622.28
The Contract Sum prior to this Change Order was	\$	4,613,016.28
The Contract Sum will be adjusted by	\$	152,621.00
The new Contract Sum, including this Change Order will be	\$	4,765,637.28
The Contract Completion date prior to this Change Order was		31-Dec-20
The Contract Time will be adjusted by		(67) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-Mar-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:

TAM+CZ Architects, INC.
 5650 N. Fresno St. #110
 Fresno, CA 93710

ARCHITECT/ENGINEER:

By: Rod Andreasen

Date: 2/23/2021

Accepted by:

BMY Construction Group Inc.
 5485 E. Olive Avenue
 Fresno, CA 93727

CONTRACTOR:

By: Eric Bower

Date: 2-23-21

Authorized by:

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

OWNER:

By: Alex Belanger

Date: 3/03/2021

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

Item 4-1 **DESCRIPTION OF CHANGE:**
Provide additional framing at dining room ceiling to transition from existing ceiling framing to new suspended ceiling.

REASON FOR CHANGE:
Existing framing not suitable for connection of new T-Bar.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	12,687.00
Time adjustment by this Change Order Item:	Increase	10 Days

Item 4-2 **DESCRIPTION OF CHANGE:**
Provide additional framing at storefront head detail to provide pocket for new drapes. Add t-bar ceiling and upgrade storefront system to medium weight mullions.

REASON FOR CHANGE:
Existing ceiling removed to provide access for new conduit runs. T-bar ceiling added to transition from storefront system to added drape pocket. Storefront material change required during deferred approval at DSA.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
CCD 007

Amount of this Change Order Item:	Increase \$	50,562.00
Time adjustment by this Change Order Item:	Increase	20 Days

Item 4-3 **DESCRIPTION OF CHANGE:**
Additional work at polished concrete floors to remove standard concrete filler and replace with tinted epoxy.

REASON FOR CHANGE:
After removing the flooring the existing concrete floor had white spots that needed to be toned down in color to look better.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	20,761.00
Time adjustment by this Change Order Item:	Increase	5 Days

*** CONTINUED ***

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

Item 4-4 **DESCRIPTION OF CHANGE:**
 Increase door height and provide double acting plastic laminate gate at door between Faculty Dining and serving area.

REASON FOR CHANGE:
 Height increase to allow for tall equipment to access serving area.

CHANGE CATEGORY:
 District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	1,277.00
Time adjustment by this Change Order Item:	Increase	0 Days

Item 4-5 **DESCRIPTION OF CHANGE:**
 Add drywall and finish to existing east wall of Dining Room to cover uneven plaster. Add 2-1/2" stud framing and drywall at west wall of dining to cover exposed conduits.

REASON FOR CHANGE:
 Gyp board was added to clean up the rough texture on the walls and cover holes. Due to the size of conduit increase the thickness of the furred walls.

CHANGE CATEGORY:
 District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	29,902.00
Time adjustment by this Change Order Item:	Increase	10 Days

Item 4-6 **DESCRIPTION OF CHANGE:**
 Raise existing manhole to grade. Install 4" grade ring and poured concrete collar.

REASON FOR CHANGE:
 Existing manhole cover was discovered under existing grade.

CHANGE CATEGORY:
 Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	1,757.00
Time adjustment by this Change Order Item:	Increase	0 Days

*** CONTINUED ***

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

Item 4-7

DESCRIPTION OF CHANGE:

Provide concrete wall scanning and wall cutting for openings required in existing concrete walls.

REASON FOR CHANGE:

Openings in the existing concrete walls are required for new duct work and for door openings raised for equipment access.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	10,283.00
Time adjustment by this Change Order Item:	Increase	0 Days

Item 4-8

DESCRIPTION OF CHANGE:

Provide furring on north wall of Storage Room 15.

REASON FOR CHANGE:

Cover exposed conduits on back side of concrete wall.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ 010

Amount of this Change Order Item:	Increase \$	1,152.00
Time adjustment by this Change Order Item:	Increase	0 Days

Item 4-8

DESCRIPTION OF CHANGE:

Add five cameras and relocate two cameras.

REASON FOR CHANGE:

Increased security monitoring of the exterior areas surrounding the cafeteria requested by District staff.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFQ 011

Amount of this Change Order Item:	Increase \$	5,846.00
Time adjustment by this Change Order Item:	Increase	0 Days

*** CONTINUED ***



CHANGE ORDER

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

Item 4-7

DESCRIPTION OF CHANGE:

Provide tapered insulation on canopy roof.

REASON FOR CHANGE:

Tapered insulation added to provide a slight slope to get water off the canopy roof.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 109

Amount of this Change Order Item:

Increase \$ 1,530.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-7

DESCRIPTION OF CHANGE:

Supply power to mini split unit on Data Room roof.

REASON FOR CHANGE:

Power for mini split not shown on contract documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 106

Amount of this Change Order Item:

Increase \$ 2,544.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 4-7

DESCRIPTION OF CHANGE:

Provide cost to supply new breakers and wire to accommodate the new steamers with the power requirements the District needs.

REASON FOR CHANGE:

Power requiremnts for the steamers not compatable with the power to the site.

CHANGE CATEGORY:

District requested

DOCUMENT REFERENCE:

RFI 108

Amount of this Change Order Item:

Increase \$ 2,775.00

Time adjustment by this Change Order Item:

Increase 7 Days

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

Item 4-7 **DESCRIPTION OF CHANGE:**
Provide new Sub Panel M2 next to Panel M1 with 24 spaces.

REASON FOR CHANGE:
Additional breaker space required to accommodate District equipment.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFI 107.1

Amount of this Change Order Item:	Increase \$	1,891.00
Time adjustment by this Change Order Item:	Increase	10 Days

Item 4-7 **DESCRIPTION OF CHANGE:**
Skim coat 12 existing concrete columns in Dining Room with drywall compound and sand smooth for paint.

REASON FOR CHANGE:
Due to the surface condition of the existing columns it was determined that adding additional finish work was required to improve the look of the columns.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	7,256.00
Time adjustment by this Change Order Item:	Increase	5 Days

Item 4-8 **DESCRIPTION OF CHANGE:**
Provide and install 5 PVC Boots at conduits from Telecom Room to Cafeteria.

REASON FOR CHANGE:
District requested rerouting existing conduits to cleanup the wall of the Cafeteria.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	1,100.00
Time adjustment by this Change Order Item:	Increase	0 Days

*** CONTINUED ***



CHANGE ORDER

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

Item 4-9

DESCRIPTION OF CHANGE:

Change can light fixtures in storage room 28 ceiling to surface mounted fixtures.

REASON FOR CHANGE:

Depth of existing rafters are not deep enough for can fixtures.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 1,298.00

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 152,621.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 67 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

PROJECT NAME:
Juan Felipe Herrera Elementary School

CHANGE ORDER No. :	002
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	\$ 55,685.18
The Contract Sum prior to this Change Order was	\$ 37,676,911.18
The Contract Sum will be adjusted by	\$ 123,739.06
The new Contract Sum, including this Change Order will be	\$ 37,800,650.24
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	3/1/20200

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, Inc.
6790 N. West Avenue
Fresno, CA 93711
ARCHITECT/ENGINEER:

By: Antonio J. Avila
Date: 3/3/2021

Accepted by:

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

By: Stephen Davis
Date: 3/7/2021

Authorized by:

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

By: Alex Belanger
Date: 3/1/2021

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

Item 2-1 **DESCRIPTION OF CHANGE:**
Provide conduit for solar and security cameras from electrical service yard and data room to site parking lot location.

REASON FOR CHANGE:
To provide utility access for solar and security cameras to prevent future demolition of new hardscapes

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP-05

Amount of this Change Order Item:	Increase \$	28,138.81
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-2 **DESCRIPTION OF CHANGE:**
Weatherization of portables stored on site

REASON FOR CHANGE:
Preserve District portable buildings from inclement weather damage

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP-06

Amount of this Change Order Item:	Increase \$	1,787.71
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-3 **DESCRIPTION OF CHANGE:**
Provide required fire sprinkler coverage at Storage Room A132

REASON FOR CHANGE:
Upright fire protection coverage not shown in project documents

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI-109

Amount of this Change Order Item:	Increase \$	2,247.00
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 2-4

DESCRIPTION OF CHANGE:

Provide new 125 amp electrical pane, labeled "PBL9" in Room B214

REASON FOR CHANGE:

Electrical panel in Room B124 not in contract scope due to mislabeling in contract documents

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI-150

Amount of this Change Order Item:	Increase \$	1,419.35
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-5

DESCRIPTION OF CHANGE:

Provide three 6' masts, roof penetrations and data cable for District supplied exterior Wi-Fi antennas. Terminate cable in nearest IDF and leave a 10' coil at each mast. Masts to be located north and east walls of Bldg A and west wall of Bldg B.

REASON FOR CHANGE:

Location change requested to maximize signal and allow for service area

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFI-103

Amount of this Change Order Item:	Increase \$	4,499.13
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-6

DESCRIPTION OF CHANGE:

Provide PG&E gas piping from main in Church Ave to new riser location. Cost does not include contract trenching scope called for in contract documents

REASON FOR CHANGE:

Trenching for pipe installation by other was included in contract documents. Drawings showing gas piping and backfill onsite and all work in Church Ave were inadvertently omitted from contract documents.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-08

Amount of this Change Order Item:	Increase \$	55,462.05
Time adjustment by this Change Order Item:	Increase	0 Days



CHANGE ORDER

Item 2-7

DESCRIPTION OF CHANGE:

Provide 271 angle brackets for attachment of fire sprinkler to metal deck

REASON FOR CHANGE:

Incorrect bracket delineated in project documents

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI-071

Amount of this Change Order Item:

Increase \$ 19,888.13

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-8

DESCRIPTION OF CHANGE:

Delete hollow metal door and frame B139a in Data Room B139.

REASON FOR CHANGE:

Multiple door access not required to Data Room, provide more wall space.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

RFP-07

Amount of this Change Order Item:

Decrease \$ (1,290.96)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-9

DESCRIPTION OF CHANGE:

Building A - Mechanical Room A128B, delete hard lid ceiling

REASON FOR CHANGE:

Hard lid ceiling not required in space and conflicts with mechanical ducts

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

RFI-191

Amount of this Change Order Item:

Increase \$ 433.92

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-10

DESCRIPTION OF CHANGE:

Add a dedicated 3/4" conduit from the Fire Alarm Control Panel to the Fire Alarm Annunciator

REASON FOR CHANGE:

Installation of notification (NAC) and audio conductors in separate conduits, to reduce potential interference, recommended by installing contractors.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFI-202

Amount of this Change Order Item:	Increase \$	3,195.66
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-11

DESCRIPTION OF CHANGE:

In Building A, Multi-Purpose Room, revise platform assembly subfloor from concrete structural panels to 3/4" T&G plywood. Add one layer of gyp board to under platform storage for fire rating.

REASON FOR CHANGE:

Subfloor compatibility with maple wood strip flooring attachment

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFP-03

Amount of this Change Order Item:	Decrease \$	(1,573.28)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-12

DESCRIPTION OF CHANGE:

Supply and install two inverters to electrically feed all emergency site lighting

REASON FOR CHANGE:

Battery backup for emergency site lighting, as shown in contract documents, is not compatible with site light fixtures and required inverters

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI-077

Amount of this Change Order Item:	Increase \$	9,531.54
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE \$	123,739.06
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	0 DAYS

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM A-11

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 20-20, McLane High Library Modernization

For Information Only

Original contract amount:	\$ 1,769,639
Change Order(s) previously ratified:	\$ 163,926
Contract amount:	\$ 1,933,565

Bid 21-08, Sunnyside High School Stadium Turf Installation

For Information Only

Original contract amount:	\$ 1,310,000
Change Order(s) previously ratified:	\$ 80,010
Contract amount:	\$ 1,390,010

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

PREPARED BY: Ann Loorz, Business
Operations Manager, Purchasing

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

CABINET APPROVAL: Karin Temple,
Chief Operating Officer

SUPERINTENDENT APPROVAL:





2021-0037532

FRESNO County Recorder
Paul Dictos, CPA

Friday, Mar 05, 2021 10:12:49 AM

CONFORMED COPY

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

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

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 February 19, 2021. The work done was McLane High School Library Modernization Bid No. 20-20. 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: Marko Construction Group, Inc. 3675 E. Jensen Ave., Fresno, CA 93725 April 16, 2020
(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:
McLane High School 2727 N. Cedar Ave., Fresno, CA 93703 DSA No.: 02-117044

Date: March 4, 2021

Ann Looz, Purchasing Business Operations Manager
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 March 4, 2021 at Fresno,

Ann Looz, Purchasing Business Operations Manager
Fresno Unified School District

NO FEE REQUIRED

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

2021-0032202

**FRESNO County Recorder
Paul Dictos, CPA**

Thursday, Feb 25, 2021 10:41:50 AM

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")

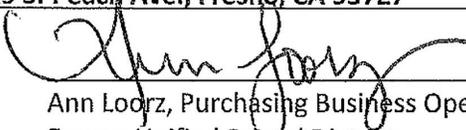
5. A work of improvement on the property hereinafter described was accepted/completed on **February 8, 2021**.
The work done was **Sunnyside High School Stadium Turf Installation, Bid No. 21-08.**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's 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:
Valley Precision Grading, Inc. 3330 Luyung Drive, Rancho Cordova, CA 95742 **October 8, 2020**
(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 Ave., Fresno, CA 93727 DSA No.: n/a

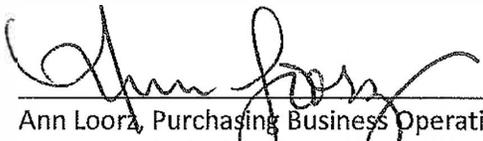
Date: **February 24, 2021**


Ann Looz, Purchasing Business Operations Manager
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 **February 24, 2021** at **Fresno**,


Ann Looz, Purchasing Business Operations Manager
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM B-12

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss/Ratify

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

TITLE AND SUBJECT: Opportunity for Public Disclosure and Ratification of the 2019-2022 Negotiated Collective Bargaining Agreement between Fresno Unified School District and International Association of Machinists and Aerospace Workers

ITEM DESCRIPTION: In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into written agreement with an exclusive representative. Included in the Board binders is a copy of the 2019-2022 Tentative Agreement between Fresno Unified School District and International Association of Machinists and Aerospace Workers.

FINANCIAL SUMMARY: The estimated cost is included in the disclosure agreement.

**PREPARED BY: Brian Christensen,
Administrator**

DIVISION: Human Resources

**CABINET APPROVAL: Paul Idsvoog,
Chief of Human Resources/Labor Relations**

**PHONE NUMBER: (559) 457-3548
SUPERINTENDENT APPROVAL:**

Paul Idsvoog

Robert L. Nelson

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SCHOOL DISTRICT Fresno Unified School District

BARGAINING UNIT International Association of Machinists and Aerospace Workers (IAMAW)

PERIOD OF AGREEMENT July 1, 2019 through June 30, 2022

DATE OF PUBLIC MEETING April 21, 2021

Government Code Section 3547.5: Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

The superintendent of the school district and chief business official shall certify in writing that the costs incurred by the school district under the agreement can be met by the district during the term of the agreement. This certification shall be prepared in format similar to that of the reports required pursuant to Sections 42130 and 42131 of the Education Code and shall itemize any budget revision necessary to meet the costs of the agreement in each year of its term.

If a school district does not adopt all the revisions to its budget needed in the current fiscal year to meet the costs of a collective bargaining agreement, the county superintendent of schools shall issue a qualified or negative certification for the district on the next interim report pursuant to Section 42131 of the Education Code.

Intent of the Legislation: To insure the members of the public are informed of the major provisions of a collective bargaining agreement BEFORE it becomes binding on the school district; make available to the public and governing board, a copy of the proposed agreement prior to the day of the meeting.

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate whether Bargaining Units are settled or not settled.

	SETTLED or NOT SETTLED	NUMBER OF FULL TIME EQUIVALENT POSITIONS
Fresno Teachers Association - (FTA)	settled	4051
CSEA -125	settled	2425
CSEA-143	settled	354
MANAGEMENT	settled	801
SEIU	settled	663
SUPERVISORY/CONFIDENTIAL	settled	90
TRADES - (IAMAW)	settled	32
TRADES-(FTA)	settled	114
FASTA	settled	1209

The proposed agreement covers the period beginning July 1, 2019 and ending June 30, 2022

TOTAL COST INCREASE OF PROPOSED AGREEMENT IN PRESENT AND FUTURE YEARS

Indicate the costs of salary and benefit increases that would be incurred under the agreement for the CURRENT and TWO SUBSEQUENT fiscal years.

TYPE OF COMPENSATION	Current FY: 2019/20	FY 2020/21	FY 2021/22	CUMULATIVE COST CURRENT YEAR & TWO SUBSEQUENT YEARS
Salary Cost Increase	\$ 82,035	\$ -	\$ 54,690	\$ 136,725
Benefit Cost Increase	\$ 27,345	\$ -	\$ 18,230	\$ 45,575
Other Compensation Costs		\$ -	\$ -	\$ -
TOTAL COST OF SETTLEMENT	\$ 109,380	\$ -	\$ 72,920	\$ 182,300
Total % Increase	3.00%	0.00%	2.00%	
Cost of 1% Increase	\$ 35,460			

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SOURCE OF FUNDING

1) Identify the source(s) of funding for the CURRENT year.

Funding is supported by Restricted Routine Maintenance funds.

2) If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in the next TWO SUBSEQUENT years? (i.e., What will allow the district to afford this contract?)

Not Applicable

3) If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effect in meeting obligations.)

This agreement provides a salary increase for 2019/20 of 3.0% ongoing and 1.5% one-time based on the 2018/19 salary schedule. The 2019/20 Adopted Budget already assumed the salary increase. For fiscal years 2020/21 and 2021/22, salary increases are based on contingency language dependent on new ongoing LCFF revenues. For 2020/21 the increase is 0% and 2021/22 is estimated at 2.0% based on the January 2021/22 Governor's Budget. Funds have already been appropriated in the 2020/21 budget.

4) What contingency language is included in the proposed agreement? Include specific areas identified. (i.e., reopeners, applicable fiscal years, and specific contingency language)

Not Applicable

5) Will this agreement create, increase, or decrease deficit financing in the current or two subsequent year(s)? Deficit Financing is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

Not Applicable

6) Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievances procedures, etc.

Not Applicable

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

OTHER PROVISIONS

OTHER COMPENSATION: Off-schedule stipends, bonuses, etc.

Not Applicable.

NON-COMPENSATION: Grievance procedures, staff development days, teacher prep times, etc.

Salary payment shall be electronically deposited to banking institutions of employee's choice for all employees hired after July 1, 2020. Perfect Attendance will exclude floating holidays, approved vacation, jury duty, bereavement leave, union business, military leave, catastrophic leave donated by employee, perfect attendance hours, and personal necessity.

IMPACT ON CURRENT FISCAL YEAR

Determine the impact of the proposed agreement on the General Fund budget in the CURRENT year.

RECOMMENDED RESERVES	2.00%	Column 1	Column 2	Column 1 minus Column 2
REVENUE/EXPENDITURES and OTHER USES/SOURCES		Board Approved Budget After Settlement	Board Approved Budget Before Settlement	Total Impact On the Budget
Operating Revenues		\$ 1,110,925,708	\$ 1,110,925,708	\$ -
Operating Expenditures		1,063,554,748	1,063,554,748	-
Operating Surplus / (Deficit)		47,370,960	47,370,960	-
Other Sources & Transfers In		7,385,329	7,385,329	-
Other Uses & Transfers Out		(8,856,409)	(8,856,409)	-
Change in Fund Balance		45,899,880	45,899,880	-
Beginning Balance		152,182,965	152,182,965	-
Ending Balance		198,082,845	198,082,845	-
Total Reserve Amounts		198,082,845	198,082,845	-
Nonspendable/Restricted/Committed/Assigned		80,678,586	80,678,586	-
Reserve for Economic Uncertainties		117,404,259	117,404,259	-
Unassigned/Unappropriated		-	-	-
Total Fund Balance		198,082,845	198,082,845	-
Total Unrestricted Reserves		117,404,259	117,404,259	-
State Recommended Reserves		\$ 21,448,223	\$ 21,448,223	\$ -

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

CERTIFICATIONS

The above information summarizes the financial implications of the proposed agreement. This information will be publicly disclosed in accordance with the requirements of AB2756 before being submitted to the Governing Board for ratification.

In accordance with the requirements of the Government Code Sections 3547.5, the Superintendent and Chief Business Official hereby certify that the District can meet the costs incurred under the proposed Collective Bargaining Agreement.



District Superintendent
(Signature)

04/09/2021

Date



Chief Business Official
Santino Danisi
Interim Chief Financial Officer
(Signature)

04/05/2021

Date

In accordance with the requirements of the Education Code Section 42142, I hereby certify that any budget revisions that are necessary to fulfill the terms of the agreement in the current year will be submitted to the county superintendent within 45 days of the adoption of this Collective Bargaining Agreement. I further acknowledge that if the necessary budget revisions are not adopted, the county superintendent shall issue a qualified or negative certification for the District on the next interim report pursuant to Government Code Section 3547.5(c).



Chief Business Official
Santino Danisi
Interim Chief Financial Officer
(Signature)

04/05/2021

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM B-13

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss Student Voice Collaborative for the 2020/21 School Year

ITEM DESCRIPTION: Included in the Board binders the Superintendent and Student Voice Collaborative will provide an update regarding their progress around the concerns that were discussed collectively during the February 10, 2021 meeting with Superintendent Dr. Robert G. Nelson, as well as with the Board of Trustees on February 17, 2021. In addition, a summary of the meeting held on April 14, 2021 with Superintendent Dr. Robert G. Nelson will be provided.

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

PREPARED BY: Edgar Pelayo, Teresa Zamora,
and Lisa Nichols

DIVISION: Equity and Access
PHONE NUMBER: (559) 457-3471

CABINET APPROVAL: Lindsay Sanders,
Chief of Equity and Access

SUPERINTENDENT APPROVAL:

Lindsay Sanders

Lindsay Sanders (Mar 29, 2021 08:23 PDT)



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM B-14

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss Introduction to Attendance Boundary Adjustments

ITEM DESCRIPTION: Staff will present an introduction to the evaluation and development of recommendations for potential school attendance boundary adjustments. Topics include the relationship of school boundaries to feeder progression, objectives and considerations in the development of boundary adjustment recommendations, boundary adjustments implemented since 2013/14, concerns and challenges from past boundary adjustment recommendation processes, and the targeted timeline for future boundary creation/adjustment recommendations.

This is an informational presentation only. No boundary adjustments are recommended at this time due to complexities of enrollment projection modeling in a distance learning environment, and the objective to avoid potential disruption to families during this challenging period.

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

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
Board Agenda Item

Board Meeting Date: April 21, 2021

AGENDA ITEM B-15

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss the 2021/22 Strategic Budget Development

ITEM DESCRIPTION: The 2021/22 Governor's Proposed Budget was released on January 08, 2021. The Board of Education has discussed the Governor's proposal and the potential impacts on Fresno Unified, as well as the strategic budget development process, at the following Board of Education meetings:

- January 20, 2021
- February 03, 2021
- February 17, 2021
- March 10, 2021
- March 17, 2021
- April 07, 2021

On April 21, 2021, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2021/22 Governor's Proposed Budget
- The specific impact to Fresno Unified School District
- The budget goals in connection with the Board adopted policies
- Preliminary recommendations for 2021/22 budget planning:
 - ~~After School~~
 - Curriculum & Instruction
 - ~~Extended Day~~
 - GATE, IB, AP
 - Library Services
 - Student Engagement
 - Teacher Development
 - Technology Services
 - Visual and Performing Arts
- Availability of draft Local Control and Accountability Plan (LCAP)

FINANCIAL SUMMARY: Not available 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:

