



**Amended Agenda
December 12, 2024
Noted on Pages 1, 2, & 4**

BOARD OF EDUCATION
REGULAR MEETING
4480 N. BRAWLEY AVENUE
NUTRITION SERVICES
FRESNO, CA 93722
board.fresnounified.org

AGENDA

WEDNESDAY, DECEMBER 18, 2024

***4:15 5:30 P.M. (CEREMONIAL OATH OF OFFICE)
*4:30 5:45 P.M. (CLOSED SESSION) *5:45 7:00 P.M. (OPEN SESSION)**

***DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.**

Special note: Please enter Nutrition Services from Brawley Avenue, proceed through the gate to park under the covered parking spaces.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Nutrition Services building is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. Items prohibited in the Board of Education Room are as follows: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents for discussion 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 or during the Board's consideration of the item.

In accordance with Board Bylaw 9322, students and parents/guardians may request that directory information or personal information (as defined in Education Code 49061 and/or 49073.2) be excluded from the minutes by making a request in writing to the Superintendent or Board Clerk.

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

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

***4:15 5:45 P.M. OPEN MEETING**

PLEDGE OF ALLEGIANCE

Marie Williams will lead the flag salute.

ADMINISTER the Ceremonial Oath of Office to Re-elected Board of Education Members

Board Members will take the ceremonial Oath of Office for the position of Trustee, Board of Education, by order of Trustee Area:

TRUSTEE AREA 2

Pedro Pablo will administer the Oath of Office to Elizabeth Jonasson Rosas, re-elected Board Member to Trustee Area 2. Member Jonasson Rosas will serve a four-year term (2024 – 2028).

TRUSTEE AREA 5

Felicia Espinosa and her daughter Panchita will administer the Oath of Office to Andy Levine, re-elected Board Member to Trustee Area 5. Member Levine will serve a four-year term (2024 – 2028).

TRUSTEE AREA 6

Jesus Cazares will administer the Oath of Office to Claudia Cazares, re- elected Board Member to Trustee Area 6. Member Cazares will serve a four-year term (2024 – 2028).

ANNUAL ORGANIZATION

ORGANIZATION of the Board of Education

It is recommended Interim Superintendent Her preside over the organizational meeting and call for motions to affirm the positions of Valerie F. Davis as Board President and Genoveva Islas as Board Clerk of the Board of Education pursuant to Board Bylaw 9100. The new Board President will preside over the meeting once voting is complete.

RECESS for Brief Reception Honoring Re-elected Board of Education Members.

OPPORTUNITY for Public Comment on Closed Session Agenda Items.

A. RECEIVE INFORMATION & REPORTS

A-1, RECEIVE Constituent Services Annual and Quarterly Reporting – G2

Included in the Board binders in accordance with Education Code § 35186 are reports from the Constituent Services Office as follows: Constituent Services report for the 2023/24 school year, the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of August 01, 2024, through October 31, 2024, and the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from August 01, 2024, through October 31, 2024. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

A-2, RECEIVE List of Board Member Committees and Organizations – G2

Included in the Board binders is the current list of committees and organizations to which Board Members are appointed each year. An updated list of Board Member appointments to committees and organizations will be back for consideration in January 2025. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

RECESS to 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); Fresno Unified School District Negotiator(s): David Chavez and 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 (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
 - a. Superintendent Search
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
 - a. Jeffrey Carson v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2015-0635
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Potential Case (one)

***5:45 7:00 P.M., RECONVENE** and report action taken during Closed Session, if any.

B. CONFERENCE/DISCUSSION AGENDA

***7:05 P.M.**

B-3, PRESENT and DISCUSS Student Attendance Outcomes – G1

Included in the Board binders is a presentation of student attendance outcomes. Staff will provide a brief overview of 2023/24 end of year data and current school year outcomes for chronic absenteeism as well as an overview of actions underway to improve student attendance. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, telephone 457-3750.

***7:25 P.M.**

B-4, DISCUSS and APPROVE Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections – G2

California Education Code Section 35023 states, the governing board of each school district of every kind or class shall annually at its annual organizational meeting select one of its members as its voting representative who will represent the district in the next election of Fresno County Committee on School District Organization (FCCSDO) members. Additionally, pursuant to FCCSDO policy, the Board may also select a second governing Board member to serve as the district's alternate representative should the selected representative be unable to perform the task of voting. The selection of the voting representative must be done by nomination and vote of the Board during the annual organizational meeting. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

C. CONSENT AGENDA

C-5, APPROVE Personnel List – G2

Included in the Board binders is the Personnel List, Appendix A, as submitted. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

C-6, ADOPT Findings of Fact and Recommendations of District Administrative Board – S

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 regular meeting of the Board held December 11, 2024. The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

C-7, APPROVE Meeting Minutes – G2

Included in the Board binders are draft minutes for the December 11, 2024, regular meeting of the Board of Education. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Interim Superintendent, Mao Misty Her, telephone 457-3884.

C-8, ADOPT Resolution No. 25-33 in the Matter of Declaring Certification of the November 05, 2024, Election – G2

Included in the Board binders is resolution No. 25-33, in the matter of Declaring Certification of the November 05, 2024, election. Adoption of the resolution officially declares certification of the November 05, 2024, election resulting in three members being re-elected to the Fresno Unified School District Board of Education for a four-year term (2024-2028). The Interim Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C-9, APPROVE Proposed Revision for Board Bylaw 9100 – G2

Included in the Board binders are proposed revisions for Board Bylaw 9100 - Organization. These revisions meet the California School Boards Association recommendations and best practices. In accordance with Board Bylaw 9311 - Board Policies, the Interim Superintendent is recommending the Board waive the second reading for approval. The Interim Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone 457-3838.

C-10, APPROVE the 2024/25 Classified Hourly Minimum Wage Salary Schedule Revisions Reflecting Minimum Wage Increase – G2

Included in the Board binders is the Classified Hourly Minimum Wage Salary Schedule for the 2024/25 school year. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3713.

C-11, APPROVE 2024/25 Salary Schedule Revisions Reflecting Minimum Wage Adjustment Increase – Classified Management Daily Salary Schedule 261 Duty Days – G1

Included in the Board binders for consideration and approval/ratification is the 2024/25 Classified Management Daily Salary Schedule 261 Duty Days. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3713.

C-12, APPROVE Amendment No. 1 to Employment Agreement for Mao Misty Her, Interim Superintendent G-2

Included in the Board binders for is Amendment No. 1 to Interim Superintendent Mao Misty Her's Employment Agreement. An Oral Report on the Interim Superintendent's salary and benefits is included for the Board President to present in open session as required by Government Code section 54953(c)(3). The Board President recommends approval. Fiscal impact: Noted in the terms of Amendment No. 1 of the Interim Superintendent's Employment Agreement. Contact person: Patrick Jensen, telephone 457-6226.

C-13, APPROVE Agreement with Hacer Bien, LLC, Dr. Cheryl James-Ward for Anti-bias and Mitigation Training

Included in the Board binders is an agreement with Hacer Bien, LLC, Dr. Cheryl James-Ward (Dr. Ward), to provide training sessions on implicit bias identifiers related to interviewing new leaders. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$27,700 are available in the Leadership Development budget. Contact person: David Chavez, telephone 457-3713.

C-14, APPROVE Agreement with TeamDynamix Solutions – G2

Included in the Board binders is an agreement with TeamDynamix Solutions, LLC to license and implement a new Information Technology Service Management (ITSM) platform. The Interim Superintendent recommends approval. Fiscal impact: The agreement is for five years with no cost in the first year. Licensing and maintenance costs will be \$69,750 in the second year, increasing to \$87,000 in the third year, \$89,610 in the fourth year, and \$92,298 in the final year of the agreement. Contact person: Tami Lundberg, telephone 457-3560.

C-15, APPROVE Amendment No. 5 to Agreement with SimpleMSK – G2

Included in the Board binders is amendment No. 5 to the agreement with SimpleMSK, formally known as PhysMetrics to add Simple Therapy Virtual MSK to the contract. The amendment will provide a digital program to help prevent and improve musculoskeletal disorders. The program will guide participants through personalized exercise therapy routines tailored to their condition, physical abilities, and progress. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$308,000 are available in the Internal Service Health Fund budget. Contact person: Patrick Jensen, telephone 457-6226.

C-16, APPROVE Agreement Renewal with Multi Marketing Corporation dba Archer & Hound Advertising – G2

Included in the Board binders is an agreement renewal with Archer & Hound Advertising, to provide communication consulting services and manage the Joint Health Management Board's (JHMB) website. The renewal is for an additional three years, through December 31, 2027. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of 168,000 are available in the Internal Service Health Fund budget. Contact person: Patrick Jensen, telephone 457-6226.

C-17, APPROVE Agreement Renewal with Origami Risk, LLC – G2

Included in the board binders is an agreement for renewal with Origami Risk, LLC for continued use of the Origami Risk Management Information System (RMIS). Origami's RMIS is the existing claims management software used to process and report workers' compensation and general liability claims. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds for the average annual cost of approximately \$125,232 are available in the Internal Service Liability budget. Contact person: Patrick Jensen, telephone 457-6226.

C-18, APPROVE Award of Bid 25-15 Sections A and B, Intrusion Security Upgrades Phase 3 – G2

Included in the Board binders is information on Bid 25-15 Sections A and B, Intrusion Security Upgrades Phase 3. This project will remove obsolete equipment and install new district provided intrusion alarm equipment and infrastructure at Balderas, Greenberg, Heaton, Hidalgo, Homan, Mayfair, Vinland, Webster, and Wolters Elementary Schools, and Terronez Middle School. Staff recommends award to the lowest responsive, responsible bidder: Section A - Audeamus dba Sebastian (Fresno, California) \$846,885 and Section B - Audeamus dba Sebastian (Fresno, California) \$828,950. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,675,835 are available in the Measure M Funds. Contact person: Paul Idsvoog, telephone 457-3134.

C-19, APPROVE Award of Request for Proposals 25-10, Leadership Development Clear Administrative Services Credential Digital Platform – G1

Included in the Board binders is information on Request for Proposals (RFP) 25-10, leadership development Clear Administrative Services Credential (CASC) digital platform, to provide an online learning platform that provides current content and houses artifacts that demonstrate the development and growth of Fresno Unified School District leaders who are completing the Clear Administrative Services Credential (CASC) program. The initial term is for three-years beginning December 19, 2024, with the option to extend for two additional one-year periods. Approval of the following vendor is recommended: Engine Room Technology Company (Philadelphia, PA) estimated annual amount of \$193,200. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$193,200 are available in the Leadership Development budget. Contact person: David Chavez, telephone 457-3713.

C-20, APPROVE Award of Request for Qualifications 25-05, App-Based Social Emotional Supports and After-Hours Support Hotline – G2

Included in the Board binders is information on Request for Qualifications (RFQ) 25-05, to qualify a pool of vendors for services in the categories of App-Based Social Emotional Support and After-Hours Support Hotline. This consists of sub-clinical/non-therapeutic social-emotional support via app-based platforms and/or an after-hours phone line for support for students that includes a communication structure for follow-up with school sites to ensure a continuum of care for students in Fresno Unified School District. The success of the services provided will be measured by an increase in access to social-emotional resources and increased access to mental health services. The vendors will provide utilization data at district, site, and demographic levels. Additionally, by increasing access to resources and mental health services, we can expect to see an increase in student attendance, a decrease in student suspensions, and an increase in academic success. The term is a one-year period with the option to renew for four one-year periods and will begin January 01, 2025. The Interim Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$6,000,000 are available in the Arts and Music Block Grant. Contact person: Carlos Castillo, telephone 457-3750.

C-21, RATIFY Change Orders for the Projects Listed Below – G2

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

Bid 22-01, Addams Elementary School Building Additions and Modernization

Change Order 16 presented for ratification: \$150,784

Bid 22-21, Francine and Murray Farber Educational Campus

Change Order 13 presented for ratification: \$210,450

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization

Change Order 5 presented for ratification: \$30,838

Bid 24-18, Farber Educational Campus South Building A Modernization

Change Order 1 presented for ratification: \$158,335

Bid 24-25, Education Center Board Room Remodel,

Change Order 1 presented for ratification: \$150,575

Change Order 2 presented for ratification: \$104,273

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization

Change Order 1 (Admin Bldg. and West Hall) presented for ratification: \$61,759

Change Order 1 (Library) presented for ratification: \$387,748

Change Order 1 (Theater) presented for ratification: \$5,206

Bid 24-51, Wawona Middle School Sitework and Portable Improvement

Change Order 1 presented for ratification: \$130,194

Bid 24-54, Bullard High School Fencing Improvements

Change Order 1 presented for ratification: \$9,220

Bid 24-60, McCardle Elementary School Portables Improvement

Change Order 1 presented for ratification: \$30,516

Change Order 2 presented for ratification: \$25,789

Change Order 3 presented for ratification: \$5,369

Bid 24-89, Service Center Bus Lift Replacement

Change Order 1 presented for ratification: \$19,340

Bid 24-95, Addicott Elementary School Shade Structures and Site Improvements

Change Order 1 presented for ratification: \$47,147

Bid 24-97, Tehipite Middle School FUSD Technology Hub

Change Order 2 presented for ratification: \$20,298

The Interim Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$1,044,758 are available in the Measure M Fund for Bids 22-01, 22-21, 24-16, 24-18, 24-35, 24-89 and 24-97, \$254,848 is available in the General Fund for Bid 24-25, \$191,868 is available in the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 24-51 and 24-60, \$47,147 is available in the School Facilities Fund for Bid 24-95, and \$9,220 is available in the Measure X Fund and Community Redevelopment Grant for Bid 24-54. Contact person: Paul Idsvoog, telephone 457-3134.

C-22, RATIFY the Filing of a Notice of Completion – G2

Included in the Board binders is a Notice of Completion for projects which have been completed according to plans and specifications as follows:

Bid 24-89, Service Center Bus Lift Replacement.

The Interim Superintendent recommends ratification. Fiscal impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Paul Idsvoog, 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 listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. The card must be submitted before the Board President announces unscheduled oral communications. While time limitations are at the discretion of the Board President, generally members of the public will be limited to a maximum of three (3) minutes per speaker for a total of thirty (30) minutes of public comment as designated on this agenda.

The Board recognizes that individuals may ask the Board to answer questions or respond to statements made during unscheduled oral communications and in accordance with Board Bylaw 9323, the Board shall take no action or discussion on any item not appearing on the posted agenda, except as authorized by law.

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

D. ADJOURNMENT

**NEXT SCHEDULED WORKSHOP
THURSDAY, DECEMBER 19, 2024**

**NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, JANUARY 08, 2025**

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM A-1

ACTION REQUESTED: RECEIVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Receive Constituent Services Annual and Quarterly Reporting – G2

ITEM DESCRIPTION: Included in the Board binders is the Constituent Services report for the 2023/24 school year.

Also, included in the Board binders is the Constituent Services Quarterly Reporting for Constituent Services activities for the time period of August 01, 2024, through October 31, 2024.

Additionally, the Quarterly Reporting for the Valenzuela/Williams Uniform Complaint Procedures from August 01, 2024, through October 31, 2024, is included as well in accordance with Education Code § 35186.

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

PREPARED BY: Teresa Plascencia

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559)457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

INTERIM SUPERINTENDENT APPROVAL: 





BOARD OF EDUCATION
Susan Wittrup, President
Valerie F. Davis, Clerk
Claudia Cazares
Genoveva Islas
Andy Levine
Elizabeth Jonasson Rosas
Keshia Thomas

INTERIM SUPERINTENDENT
Mao Misty Her

Constituent Services Quarterly Report

For the Period Between August 1, 2024 and October 31, 2024

Type of Complaint	Filed	Pending	# Time Intensive	Average Number of Days to Close
Personnel Complaints	37	17	8	17.09
Uniform Complaint Procedures (UCP)	0	0	0	0
Williams Uniform Complaints	0	0	0	0
Requests for Information or Service	1542	16	19	1.09
Special Education Requests	2	1	0	1.00
Other Complaints	78	11	10	2.13
Public Records Act Request	57	8	18	3.96
TOTAL	1716	53	55	1.43

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

District: Fresno Unified School District

Person completing this form: Teresa Plascencia

Title: Executive Director of Constituent Services

Quarterly Report Submission Date:
(check one)

April 2024
 July 2024
 October 2024
 January 2025

Date for information to be reported publicly at governing board meeting: December 18, 2024

Please check the box that applies:

No complaints were filed with any school in the district during the quarter indicated above.

Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Mao Misty Her, Interim Superintendent

Print Name of District Superintendent

Signature of District Superintendent

Date

Constituent Services Office/ Government Relations

Constituent Services Office (CSO)/ Government Relations (GR) Missions

CONSTITUENT SERVICES OFFICE

Board Bylaw 9002 – Constituent Services (April 25, 2007)

“Constituent service is defined as ensuring that management takes responsibility for helping citizens receive the services the state and Board intend.”

“Board members ensure this by following a defined and public process that facilitates management's ability to respond to questions in a timely manner, resolve problems effectively, and identify opportunities for improvement.”

GOVERNMENT RELATIONS

Board Policy 1400 – Relations Between Other Government Officials/Agencies And The Schools (August 24, 2022)

“The Governing Board believes that district efforts to provide a high-quality education for students in the community can be enhanced by collaboration with other government officials/ and public agencies...”

“The Superintendent or designee may designate a Government Relations administrator to ensure effective implementation of the district's responsibilities in any such collaborative project.”

Services and Functions of the CSO/GR Offices

Constituent Services Office	Government Relations
Facilitate Complaint Resolution	Represent and Assist the Board of Education in Government Relations
Address Public Records Act Requests and General Request for Information/Services	Serve as the primary liaison for the district with local government and agencies, and as needed state and federal officials and agencies
Support School Sites and Departments	Analyze and monitor legislation and regulatory agencies
Process Board Policies/Bylaws Revisions and Reviews	Cultivate and maintain relationships with elected officials
Facilitate Williams Act, OCR, Audits and Compliance Reviews	Support the Board of Education's legislative advocacy agenda
Provide Professional Development	Assist with implementation of new laws

CSO Complaint Types

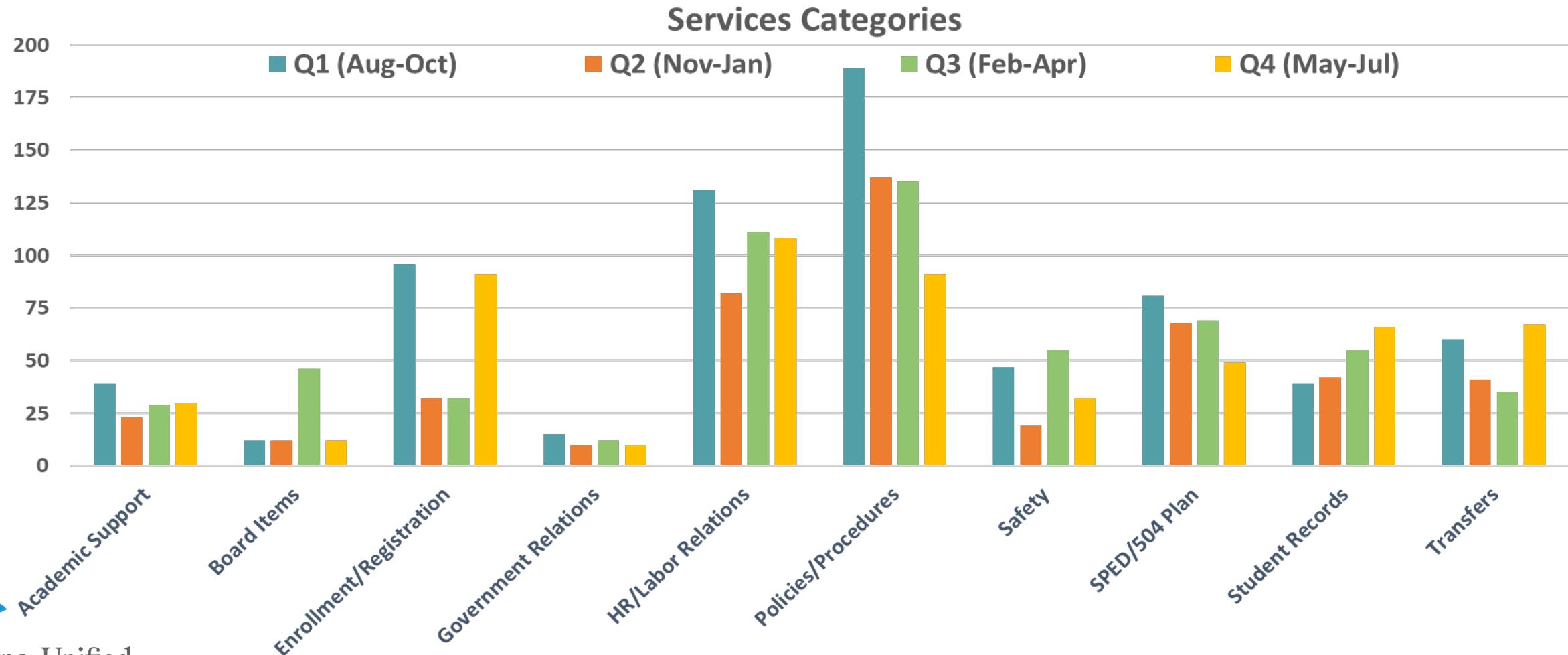
Type	Personnel Complaint	Uniform Complaint Procedures (UCP)	Williams Act Complaint
Who	Parents, Students, Community Members	Parents, Students, Community Members, and Employees	Parents, Students, Community Members, and Employees
What	Allegations regarding district personnel	Allegations against the school or district for failure to comply with state or federal laws	Allegations against the school regarding clean and safe learning environments, access to core textbook instructional materials, or teacher assignment



Maintaining Service Levels

Service Type	2022/23		2023/24		Established Resolution Times (Policy)
	Filed	Average Days to Resolve	Filed	Average Days to Resolve	
Personnel	161	25.10	196	33.80	40
Uniform Complaint Procedures	6	51.67	4	29.67	60
Williams Act	0	0	1	25.0	45
Requests for Information & Services	3,027	1.38	3,274	1.53	3
Special Education Related	170	2.35	93	3.11	3
Other Complaints	110	6.25	123	1.97	5
Public Records Act	136	5.86	274	4.15	10
Overall	3,610	2.73	3,965	3.36	5.44

Types of Requests for Information and Services (2023-2024)

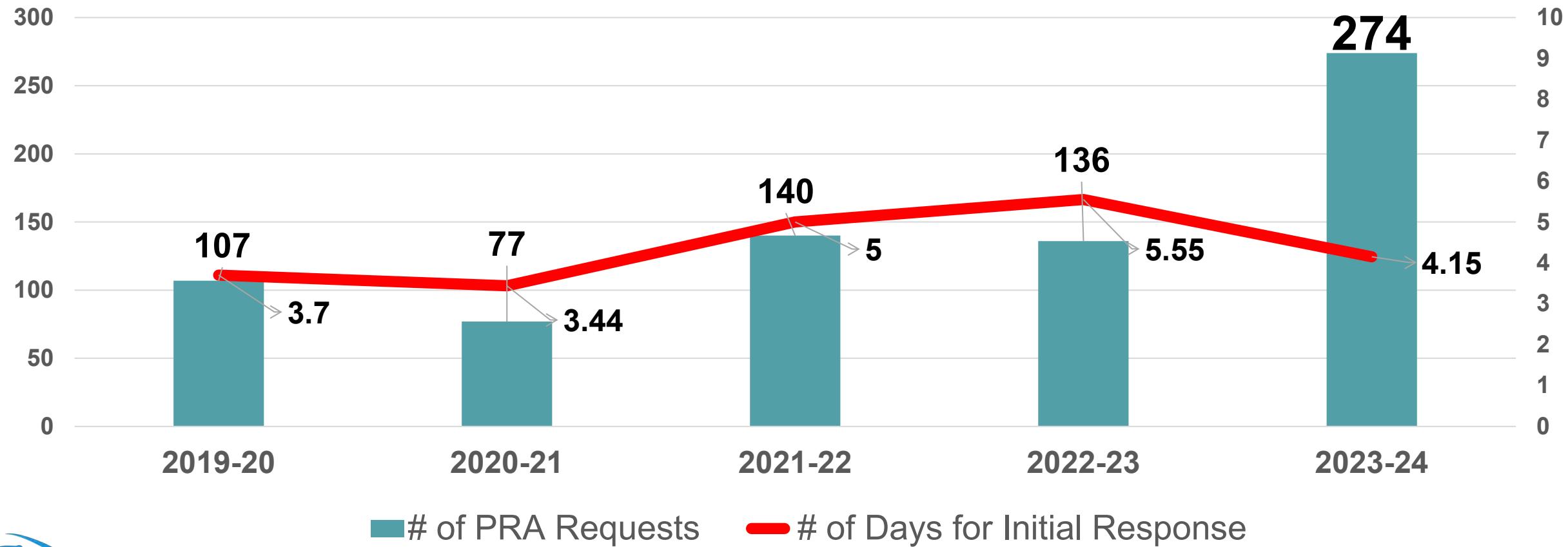


Initial Response Time (24 business hours)

Constituent Type	2022/23		2023/24	
	Filed	Average Initial Response Time (minutes)	Filed	Average Initial Response Time (minutes)
Board Members	175	15.0	180	15.0
Families/Students	1,873	18.8	1,953	20.5
Employees	829	17.9	920	16.7
Public	702	15.6	880	15.13
Media	31	15	32	15
Overall	3,610	17.7	3,965	18.2



Public Records Act (PRA) Response Time



Fresno Unified's Legislative Representation

23 Elected
Officials
Representing
Fresno
Unified



CITY

(7 Councilmembers +
1 Mayor)



COUNTY

(5 Board
Supervisors)



STATE

(2 Senators + 3
Assemblymembers)



FEDERAL

(2 US Senators + 3
Congressmembers)

Government Relations (Year 2) 2023-2024

Board Legislative Committee

- Attended and Participated in the Board Subcommittee's Legislative Committee Meetings
- Provided Staff with Legislative Updates

Government Relations

- Assisted local elected official's offices to address 47 Request for Information/Services
- Attended and Participated in over 19 Elected Official/Staff Meetings/Events
- Worked with the California Department of Social Services Regarding New SUN Bucks Program (a summer food program) on Behalf of District Families

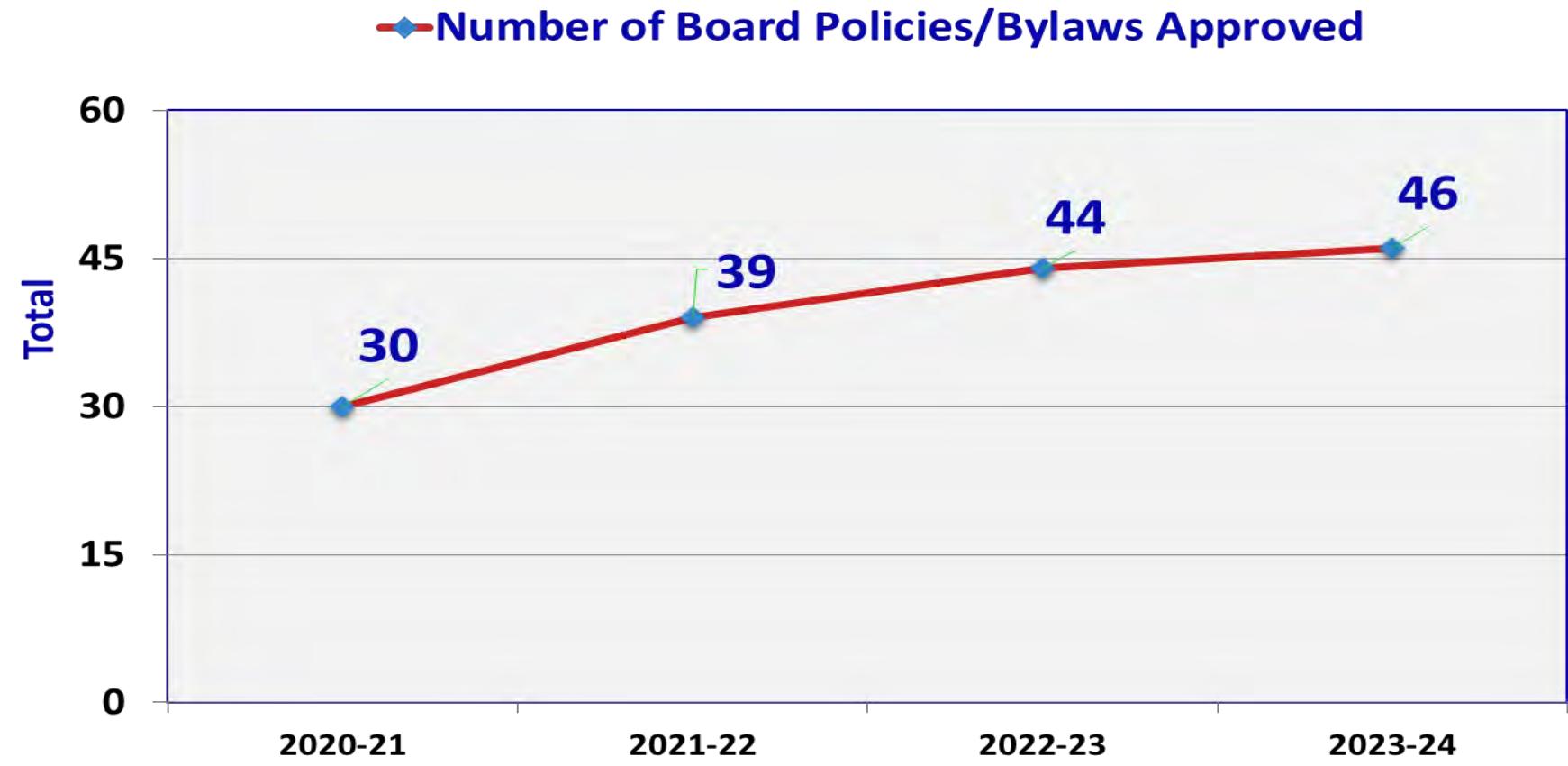
Legislative Events/Outreach

- Participated in 17 of Association of California School Administrators' (ACSA) Legislative Policy Committee Meetings
- Represented the District in 15 Community Organizations Meetings/Events
- Attended and Participated in the Council of Great City Schools Fall and Legislative Conferences

Board Governance Work 2023-2024

The Board continues it's work to review and approve Board Policies & Bylaws

The District continues to lead neighboring Districts and the County Office in this type of work



2024-2025 Recommended CSO/GR Priority Areas

- Maintain Efficient and Accurate Initial Response Times for Parents/Guardians and Students
- Continue to Drive and Support Board Policy Revisions
- Proceed with Government Relations Outreach Efforts on Behalf of the District
- Continue Developing the Government Relations Focus Areas
- Continue Assisting with Williams Act Compliance/District Audit Preparations
- Continue to Support Staff Training and Professional Development



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM A-2

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Receive List of Board Member Committees and Organizations – G2

ITEM DESCRIPTION: Included in the Board binders is the current list of committees and organizations to which Board Members are appointed each year. An updated list of Board Member appointments to committees and organizations will be back for consideration in January 2025.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL: 



Fresno Unified School District – Board Committee Assignments for 2025

Organization	2024 Representative	2025 Representative
Board Bylaw Sub-Committee <ul style="list-style-type: none"> Meeting Dates: As necessary <p>Purpose: The purpose of this sub-committee is to review and revise Board Bylaws and to make recommendations as needed to the Board of Education.</p>	CAZARES ISLAS LEVINE	
California School Boards Association Delegate Assembly <ul style="list-style-type: none"> Meeting Dates: Twice a year, in May and December, prior to the CSBA Annual Conference <p>Purpose: The Delegate Assembly is the primary policy-making body of the CSBA. This group elects the officers and directors of the Association, establishes procedures for the adoption and periodic resolutions of the Delegate Assembly, and transacts any other business that may come before it.</p>	ISLAS Appointed 01/11/23 Term 04/01/23 to 03/31/25 THOMAS Appointed 12/13/23 Term 04/01/24 to 03/31/26	THOMAS Appointed 12/13/23 Term 04/01/24 to 03/31/26
Council of the Great City Schools <ul style="list-style-type: none"> Meeting Dates: The Council holds an annual conference in the fall of each year as well as an annual legislative session at the beginning of each calendar year. <p>Purpose: This is a membership organization composed of 76 of the largest urban school districts in the United States. The Council is organized to study, develop, implement, advocate, and evaluate programs to improve the quality of and opportunities for public education in the nation's major cities.</p>	DAVIS WITTRUP	
Dailey Elementary Charter School Board of Directors <ul style="list-style-type: none"> Meeting Dates: Monthly on the 2nd Tuesday of every month at 5PM <p>Purpose: The Board of Directors is comprised of Board representatives from Fresno Unified, Superintendent, and community and business representatives and meets to decide on issues relating to the oversight of the Charter School. One-year term.</p>	DAVIS LEVINE	

Fresno Unified School District – Board Committee Assignments for 2025

Organization	2024 Representative	2025 Representative
District Audit Committee <ul style="list-style-type: none"> Meeting Dates: Meets 4 times a year from 9AM to 12PM Purpose: To ensure that the highest levels of internal controls are maintained in order to assure that the work of the district is carried out in an efficient and economical manner. 	DAVIS JONASSON ROSAS WITTRUP	
Facilities Corporation <ul style="list-style-type: none"> Meeting Dates: Once a year (February or March) Purpose: The Corporation is a non-profit corporation organized under the General Nonprofit Corporation Law of the State of California to provide financial assistance to Fresno Unifies, a public district of the State of California, by financing the acquisition, construction, improvement and remodeling of public-school buildings and facilities for the district. 	DAVIS WITTRUP	
Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization <ul style="list-style-type: none"> Meeting Dates: Once a year called by the County Superintendent for the purpose of voting representative to replace a vacancy or vacancies on the committee Purpose: The function of this committee is to consider petitions from school districts or voters concerning the reorganization of school districts, i.e., increasing boards, creating trustee areas, and/or transferring territories from one district to another. This committee also calls hearings on these matters and either makes recommendations to the State Board of Education or calls for specific matters to be placed on the ballot for local elections. 	JONASSON ROSAS LEVINE (A)	
Fresno Regional Occupational Program (ROP) <ul style="list-style-type: none"> Meeting Dates: Every 3rd Wednesday of every other month at 3PM – total of 5 meetings per year Purpose: This program is administered by the County Schools Office and is a training program for students aged 16 through adult. Some of the functions of the ROP Board include approving new courses and hearing concerns regarding curriculum and financial issues. Can have up to three board members. 	THOMAS	

(A) Alternate

Fresno Unified School District – Board Committee Assignments for 2025

Organization	2024 Representative	2025 Representative
<p>District Legislative Committee</p> <ul style="list-style-type: none"> Meeting Dates: First Thursday of the month (except July) from 12PM to 1:30PM <p>Purpose: These representatives are responsible for monitoring legislation of interest to or affecting school districts and reporting back to the Board of Education. Occasionally, CSBA will request school districts through their legislative representatives to support or oppose certain legislation. Can have up to three board members.</p>	ISLAS LEVINE THOMAS	
<p>JPA Board of Directors for Center for Advanced Research & Technology (CART)</p> <ul style="list-style-type: none"> Meeting Dates: Monthly on the 2nd Tuesday from 4PM to 6PM at CART <p>Purpose: This Board, comprised of Board representatives, Superintendents, community & business representatives from both Clovis and Fresno Unified School Districts, meets to decide on issues relating to the establishment and oversight of the CART facility.</p>	WITTRUP	
<p>School Liaison Act Committee</p> <ul style="list-style-type: none"> Meeting Dates: Twice a year (TBD) <p>Purpose: This Committee will meet with a goal of developing policies and practices that will improve communication between the City of Fresno and the local school governing boards of Fresno, Clovis, Sanger and Central Unified School Districts.</p>	ISLAS JONASSON ROSAS CAZARES (A)	
<p>Superintendent Search Sub-Committee</p> <ul style="list-style-type: none"> Meeting Dates: As necessary <p>Purpose: The purpose of this sub-committee is to work toward the goal of gathering pertinent feedback and engagement to support the superintendent search process.</p>	DAVIS ISLAS WITTRUP	

(A) Alternate

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM B-3

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Present and Discuss Student Attendance Outcomes – G1

ITEM DESCRIPTION: Included in the Board binders is a presentation of student attendance outcomes. Staff will provide a brief overview of 2023/24 end of year data and current school year outcomes for chronic absenteeism.

Additionally, staff will provide an overview of actions underway to improve student attendance.

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

PREPARED BY: Rita Baharian

DIVISION: Diversity, Equity and Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. 

INTERIM SUPERINTENDENT APPROVAL: 

Attendance Student Outcomes Update

December 18, 2024



Fresno Unified
School District
ACHIEVING OUR *GREATEST* POTENTIAL



Today's Outcomes

- Gain an understanding of where we are with chronic absenteeism and average daily attendance
- Learn about data-informed next steps using best practices to improve outcomes (now what?)



2 Goals (Big Rocks)

- Positive Student Outcomes- 15 pt DFS
- Operational Excellence- Customer Service



Strategies (Pebbles)

- Tiered Attendance Support and Intervention



Implementation (Sand)

- Professional learning and coaching
- Interventions based on needs
- Refining and establishing processes and best practices

23-24 Chronic Absenteeism Rates

	21-22	22-23	23-24	1 Year Change	2 Year Change
District	50.3%	35.4%	31.4%	-4.0%	-18.9%
Foster Youth	56.0%	39.9%	42.8%	2.9%	-13.2%
Homeless	81.5%	72.7%	74.3%	1.6%	-7.2%
African American	60.1%	45.3%	42.5%	-2.8%	-17.6%
Students with Disabilities	59.9%	44.0%	44.8%	0.8%	-15.1%

24-25 Chronic Absenteeism as of 12/6/24

	24-25 Chronic Absenteeism Rate 12/6/24	YTD Change
District	22.4%	-2.7%
Foster Youth	30.1%	3.0%
Homeless	56.0%	-6.2%
African American	29.8%	-3.5%
Students with Disabilities	28.5%	-3.1%

Highlights 23-24

- 35 sites showed a 5% or more decrease (shown)
- 39 sites showed between 4.9% to 2% decrease

Site Name	22-23 Chronic Absenteeism Rate	23-24 Chronic Absenteeism Rate	Change
Rata	66.7%	42.9%	-23.8%
Figarden	44.7%	32.3%	-12.4%
Muir	53.9%	41.7%	-12.2%
Roeding	37.0%	25.3%	-11.7%
Yosemite	40.4%	29.5%	-10.9%
Lowell	41.9%	31.0%	-10.9%
Jefferson	39.0%	29.9%	-9.1%
Tehipite	46.6%	37.6%	-9.0%
Del Mar	46.0%	37.0%	-9.0%
Williams	57.2%	48.7%	-8.5%
Wolters	44.6%	36.9%	-7.7%
Patino	31.2%	23.6%	-7.6%
Sunnyside	41.6%	34.2%	-7.4%
Mayfair	30.1%	22.8%	-7.3%
Norseman	33.3%	26.1%	-7.2%
Centennial	41.0%	33.8%	-7.2%
Burroughs	35.6%	28.6%	-7.0%
Tatarian	28.3%	21.5%	-6.8%

Site Name	22-23 Chronic Absenteeism Rate	23-24 Chronic Absenteeism Rate	Change
Wishon	37.3%	30.7%	-6.6%
Vang Pao	32.3%	25.8%	-6.5%
Yokomi	30.7%	24.4%	-6.3%
Easterby	38.6%	32.5%	-6.1%
Bullard			
Talent	15.2%	9.1%	-6.1%
Anthony	44.6%	38.6%	-6.0%
Sunset	19.7%	13.7%	-6.0%
Lane	36.6%	30.7%	-5.9%
Thomas	38.5%	32.7%	-5.8%
Addams	42.2%	36.5%	-5.7%
Slater	47.3%	41.7%	-5.6%
Calwa	37.7%	32.1%	-5.6%
Lawless	35.5%	30.0%	-5.5%
Vinland	42.4%	37.0%	-5.4%
Tioga	38.9%	33.6%	-5.3%
Ayer	35.0%	29.7%	-5.3%
Ericson	37.1%	32.1%	-5.0%

Highlights 24-25

- 30 sites showing a 5% or more decrease (shown)
- 38 sites showing between 4.9% to 2% decrease

School Site	24-24 Chronic Absenteeism Rate 12/6/24	YTD Change
Phoenix Elementary	12.1%	-22.4%
Hidalgo Elementary	18.5%	-13.0%
Phoenix Secondary	63.2%	-10.0%
Centennial Elementary	21.1%	-9.4%
Pyle Elementary	31.2%	-7.9%
Anthony Elementary	28.3%	-7.7%
Rowell Elementary	19.4%	-7.4%
Robinson Elementary	23.5%	-7.2%
Heaton Elementary	34.6%	-7.0%
King Elementary	19.4%	-6.8%
Yokomi Elementary	12.7%	-6.6%
Patino High	14.9%	-6.5%
Lowell Elementary	21.1%	-6.4%
Hamilton K-8	20.2%	-6.3%
Jefferson Elementary	17.4%	-6.2%
Fremont Elementary	24.6%	-6.1%

School Site	24-24 Chronic Absenteeism Rate 12/6/24	YTD Change
Roeding Elementary	17.5%	-6.0%
Homan Elementary	26.2%	-6.0%
Kirk Elementary	17.0%	-6.0%
Vang Pao Elementary	15.9%	-5.6%
Cooper Middle	11.0%	-5.5%
Turner Elementary	21.9%	-5.5%
Balderas Elementary	18.6%	-5.4%
Norseman Elementary	14.9%	-5.3%
Lane Elementary	20.3%	-5.3%
Del Mar Elementary	25.1%	-5.2%
Muir Elementary	29.4%	-5.1%
Ahwahnee Middle	23.2%	-5.1%
Kings Canyon Middle	20.2%	-5.0%
Kratt Elementary	19.2%	-5.0%

School Highlights

Insert Video Here

Average Daily Attendance (ADA)

Weekly Attendance Rates As of 12/6/24	
Week	Percentage
Week 1	95.1%
Week 2	93.8%
Week 3	92.7%
Week 4	92.6%
Week 5	92.2%
Week 6	92.8%
Week 7	92.8%
Week 8	92.5%
Week 9	92.4%
Week 10	92.4%
Week 11	91.1%
Week 12	92.0%
Week 13	91.4%
Week 14	91.0%
Week 15	90.7%
Overall District ADA YTD	92.4%

**0.4% higher
compared to last year
at this time**

Summary of Findings

- Continuing to trend down in chronic absenteeism rate
- Decrease in rates for students with disabilities, African American students, and students experiencing homelessness
- Increase in foster youth chronic absenteeism
- Inconsistent attendance processes and protocols across school sites
- Need for intensive support and intervention for families at Tier III
- Increase in the number of schools decreasing chronic absenteeism
- ADA is slowly increasing



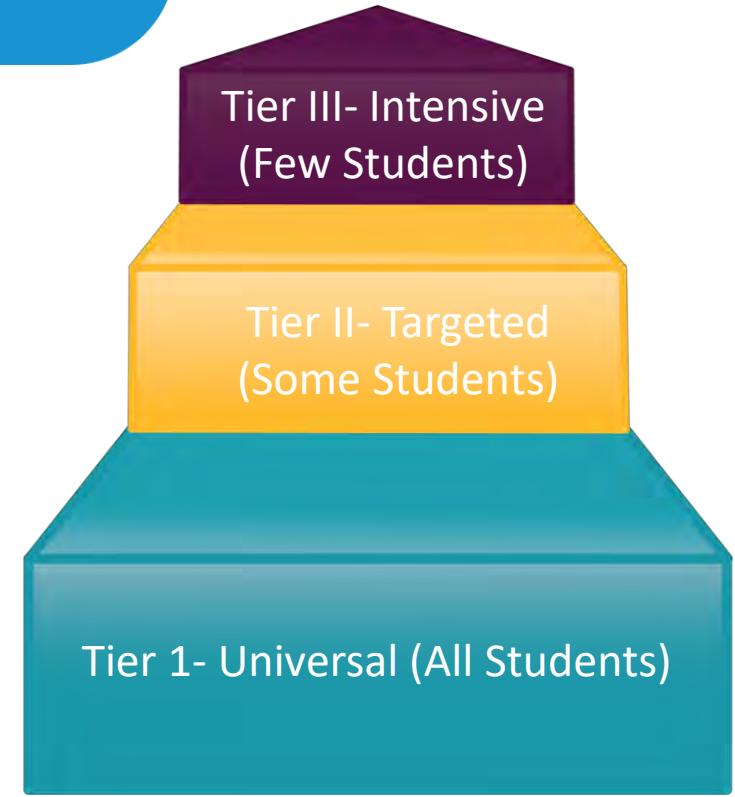
Actions in Progress in Response to Data

Week	Number of Schools That Made Growth
1	10
2	76
3	31
4	33



Actions in Progress in Response to Data

- Providing Professional Learning and Coaching
 - Site-based Climate and Culture Teams
 - Implementing site actions to improve ADA
 - Site-based Targeted Support Teams
 - Implementing interventions and monitoring student progress
 - School Office Attendance Staff
- Launched Home School Liaison professional learning communities
- Providing student interventions



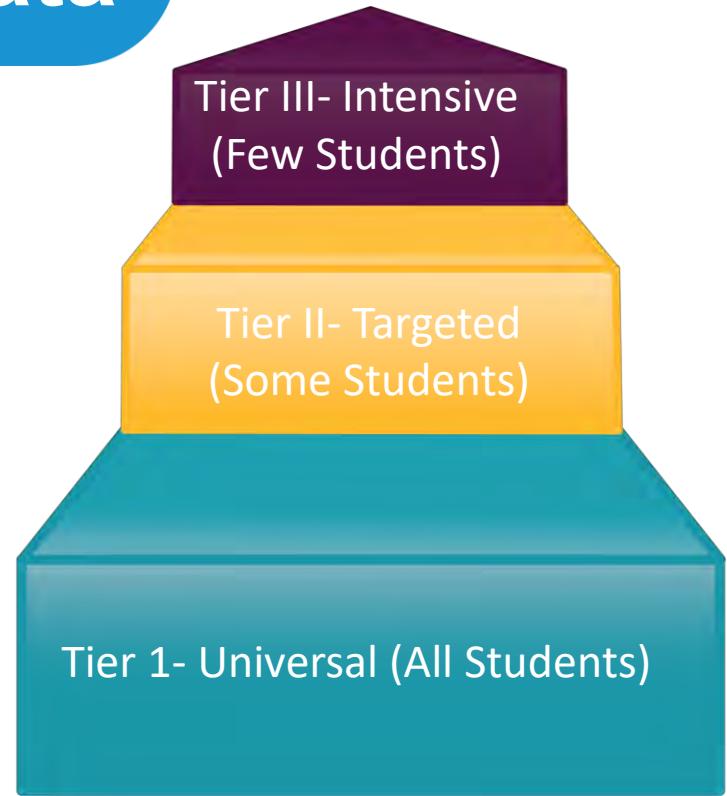
Actions in Progress in Response to Data

Refining and Establishing Systems and Structures

- Attendance Procedures Manual
- Tiered Attendance Guidebook for School Sites

Targeted Actions for Student Groups

- Listening session with families experiencing homelessness
- Engaging in the Foster Youth Network Improvement Community
- Project ACCESS Roundtable sessions



New Actions in Response to Data

- Re-launch School Attendance Review Team at the site-level
- Timely and meaningful communication on attendance to families
- Implement district-level tier III parenting courses
- Identify and address root cause of absenteeism for foster youth
- Implement next steps for the Cross Departmental Team
 - Improving site attendance processes
 - Establishing universal and consistent practices to welcome families
 - Gathering student voice to inform practices
- Continue providing students with interventions based on data

New Actions: Targeted Site Supports

- Partner with site teams to identify needs
- Collaborate to develop and implement high leverage actions
- Monitoring progress closely

Site Name	Chronic Absenteeism Rate as of 12/6/24	YTD Change
Addicott School	83.0%	14.6%
Fulton School	72.7%	6.1%
Phoenix Secondary	63.2%	-10.0%
Dewolf High	45.3%	-4.1%
Rata School	39.3%	-1.5%
Williams Elementary	39.2%	-3.2%
Heaton Elementary	34.6%	-7.0%
Slater Elementary	32.4%	-0.0%
Fort Miller Middle	31.6%	-4.1%
Pyle Elementary	31.2%	-7.9%
Vinland Elementary	30.8%	6.0%
Muir Elementary	29.4%	-5.1%
McLane High	29.2%	0.2%
Wolters Elementary	28.8%	-1.1%
Anthony Elementary	28.3%	-7.7%
Viking Elementary	28.2%	2.1%
Wilson Elementary	27.7%	-3.3%
Fresno High	27.1%	-1.9%

Questions, Comments, or Feedback



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM B-4

ACTION REQUESTED: DISCUSS AND APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Discuss and Approve Appointment of Board Member Voting Representative and Alternate Voting Representative to the Fresno County Committee on School District Organization Elections – G2

ITEM DESCRIPTION: California Education Code Section 35023 states, the governing board of each school district of every kind or class shall annually at its annual organizational meeting select one of its members as its voting representative who will represent the district in the next election of Fresno County Committee on School District Organization (FCCSDO) members.

Additionally, pursuant to FCCSDO policy, the Board may also select a second governing Board member to serve as the district's alternate representative should the selected representative be unable to perform the task of voting. The selection of the voting representative must be done by nomination and vote of the Board during the annual organizational meeting.

The role of a voting representative is to attend the Fresno County School Trustees' Association dinner meeting in October and vote, on behalf of the district, for persons seeking election to the Fresno County Committee on School District Organization. The failure of your designated voting representative or the designated alternate to attend the meeting will prevent the district from participating in the election.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL: 

2024
VOTING REPRESENTATIVE CERTIFICATE

Representative _____

District Name _____

***(The above board member will vote on Fresno County Committee on
School District Organization candidates at the next election
that will be held in the Fall of 2025 - Ed. Code §§ 35023, 72403)***

Signature _____
(Board Clerk/Secretary)

2024
ALTERNATE VOTING REPRESENTATIVE CERTIFICATE

Alternate
Representative _____

District Name _____

***(Should the District's Voting Representative not be available,
the board member named above will vote on Fresno County Committee
on School District Organization candidates at the next election
that will be held in the Fall of 2025 - Ed. Code §§ 35023, 72403)***

Signature _____
(Board Clerk/Secretary)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-5

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

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: Malati Gopal

DIVISION: Human Resources

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL: 



BOARD OF EDUCATION APPENDIX

Fresno Unified School District

Revised 12/13/2024

Date: 12/18/2024

The Interim 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 Interim Superintendent, school year 2024-2025.

ELECTIONS

Certificated Personnel

1076522	Juarez	Luke	Teacher, Lrng Hndcp, Sdc	Roosevelt High	10/21/2024
1073036	Mukai	Stanlee	Specialist, Resource, Sp Ed	Herrera Elementary	10/7/2024
1079605	Munoz	Jessica	Teacher, Elementary	Bullard Talent 7-8	11/12/2024
1084048	Pena- Ceballos	Clarissa	Specialist, Resource, Sp Ed	Columbia Elementary	11/7/2024
1083139	Shelton	Johnnell	Teacher, Vocational Education	Hoover High	9/1/2024
1080538	Vang	Mainhia	Teacher, Elementary	Turner Elementary School	11/18/2024

Classified Personnel

1084348	Ascencio	Kristen	Assistant, School Office	Cesar Chavez Adult School	10/28/2024
1087490	Board	Swann	Paraprof, Mild/Moderate Support Needs	Bullard High School	10/2/2024
1087537	Campos	Emile	Paraprof, Child Development	Roosevelt Pace Center	8/26/2024
1062135	Duran	Frankie	Nutrition Services Assistant	Food Services	11/6/2024
1087531	Fairley-hinthorne	Richard	Paraprof, Extensive Support Needs	Bullard High School	11/20/2024
1085671	Gallardo Rodriguez	Enrique	Driver, Bus	Transportation	11/12/2024
1087405	Guerrero	Ashley	Nutrition Services Assistant	Packaging Center	11/11/2024
1087186	Kaur	Amarjit	Nutrition Services Assistant	Packaging Center	11/4/2024
1079639	Mansanalez	Selina	Assistant, Office II	Maintenance And Operations	11/7/2024
1087354	Martinez	Devon	Nutrition Services Assistant	Packaging Center	11/4/2024
1079331	Miller	Zachary	Custodian	Wawona Middle School	11/18/2024
1083345	Morales	Andrea	Assistant, Attendance Records	Patino Entrepreneurship High	11/4/2024
1085408	Morales	Lauren	Assistant, Office II	Maintenance And Operations	11/7/2024
1083402	Moua	Victor	Assistant, Campus Safety	Mayfair Elementary	10/16/2024
1087538	Orduna	Unique	Specialist, Tech Support I	Technology Services	11/18/2024
1084761	Ramirez	Francisco	Custodian	Mayfair Elementary	11/18/2024
1085850	Regalado	Veronica	Nutrition Services Assistant	Packaging Center	11/6/2024
1087243	Robles	Rodrigo	Nutrition Services Assistant	Nutrition Services	11/12/2024
1084764	Segura	Esperanza	Custodian	Yosemite Middle	11/12/2024
1085346	Serena	Joiel	Custodian	Yosemite Middle	11/12/2024
1085169	Sidhu	Mandeep	Nutrition Services Assistant	Nutrition Services	10/24/2024
1087137	Sogelau	Dennis	Assistant, Campus Safety	Phoenix Secondary	11/18/2024
1083969	Sosvielle	Madeline	Assistant, School Office	Wishon Elementary	11/12/2024
1044078	Thomas	Joseph	Assistant, Campus Safety	Cambridge High	11/18/2024
1087426	Wills	Keona	Paraprof, Extensive Support Needs	Tehipite Middle School	10/1/2024
1085710	Xiong	Ker	Driver, Bus	Transportation	11/12/2024

1083617	Zavala	Demetrio	Custodian	McLane High	11/12/2024
Management Certificated					
1077423	Ambriz Renderos	Reyna	Counselor, School	Birney Elementary	11/4/2024
1083017	Her	Kalea	Nurse, Vocational License	Health Services	11/18/2024
Management Classified					
1070265	Esquivel	Amber	Manager II, General	Indian Education	12/16/2024
1087712	Loza	Crystal	Behavioral Intervention Specialist	Prevention And Intervention	12/9/2024
RESIGNATIONS OR RETIREMENTS					
Certificated Personnel					
1042851	Cappelli	Kristin	Specialist, Resource, Sp Ed	Columbia Elementary	10/25/2024
1046353	Doi	Eugene	Teacher, Music, Elementary	Music/Visual and Perform Arts	10/28/2024
1074535	Espinosa	Virginia	Nurse	Health Services	11/15/2024
1065768	Grant	Brittany	Teacher, Elementary	Olmos Elementary	12/6/2024
1076522	Juarez	Luke	Teacher, Lrng Hndcp, Sdc	Roosevelt High School	10/20/2024
1073036	Mukai	Stanlee	Specialist, Resource, Sp Ed	Herrera Elementary	10/4/2024
1079605	Munoz	Jessica	Teacher, Elementary	Bullard Talent K-8	11/8/2024
1084048	Peña- Ceballos	Clarissa	Specialist, Resource, Sp Ed	Columbia Elementary	11/6/2024
1083139	Shelton	Johnnell	Teacher, Vocational Education	Hoover High School	8/30/2024
1076742	Urbiztondo	Joshua	Specialist, Resource, Sp Ed	Wawona Middle School	10/31/2024
1080538	Vang	Mainhia	Teacher, Elementary	Turner Elementary	11/15/2024
1083905	Zuniga	Perla	Therapist, Spch/Lang/Hrng/Dis	Special Ed	11/29/2024
Classified Personnel					
1085746	Alejandre	Gabriela	Assistant, Noontime	Wawona Middle	8/26/2024
1075438	Avila	Teresa	Paraprof, Mild/Moderate Support Needs	Ericson Elementary	11/22/2024
1087537	Campos	Emile	Paraprof, Child Development	Roosevelt Pace Center	9/30/2024
1086473	Cepeda	Christina	Paraprof, Mild/Moderate Support Needs	Tehipite Middle School	10/15/2024
1051613	Evans	Steven	Secretary, Administrative I	Technology Serv/Telecom	12/16/2024
1083881	Gann	Andres	Lead, After Schl/Ext Day	Storey Elementary	12/20/2024
1080057	Garcia	Monica	Assistant, Noontime	Kratt Elementary	11/1/2024
1026489	Hernandez	Virginia	Nutrition Services Assistant	Packaging Center	12/31/2024
1030275	Jenkins	Claudia	Manager, School Office Elementary	Lowell Elementary	1/22/2025
1049355	Loyd	Paula	Assistant, School Office	Columbia Elementary	6/13/2025
1007437	Morita	Ricky	Custodian	Fremont Elementary	12/31/2024
1084877	Mosman	Rosemary	Assistant, Noontime	Easterby Elementary	11/22/2024
1086911	Najera	Zulma	Paraprof, Early Chldhd Mil/Mod Support Needs	Wishon Elementary	11/8/2024
1086201	Ortega	Angel	Paraprof, Extensive Support Needs	Starr Elementary	11/8/2024
1067736	Parker	Deborah	Nutrition Services Assistant	Food Services	11/8/2024
1062942	Payne	Lashaye	Paraprof, Instructional Asst	Herrera Elementary	11/5/2024
1087102	Perez Ramirez	Maritza	Specialist, Tier II Intervention	Prevention And Intervention	11/15/2024
1071375	Salas	Thalia	Assistant, Noontime	Tioga Middle School	10/23/2024
1071635	Sanchez	Ana	Assistant, School Office	Mayfair Elementary	11/12/2024
1074268	Thao	Albert	Custodian	Sunnyside High	11/12/2024
1068184	Vang	Seng	Custodian	Wishon Elementary	1/3/2025

1007621	Vasquez	Stephanie	Specialist, School Safe & Sec	Security Office	12/31/2024
1007621	Vasquez	Stephanie	Specialist, School Safe & Sec	Security Office	12/30/2024
1085717	Xaybouthda	Niki	Assistant, Noontime	Bakman Elementary	9/12/2024
1085717	Xaybouthda	Niki	Assistant, Noontime	Bakman Elementary	9/20/2024

Management Classified

1081099	Baker	Natasha	Officer, Chief Academic	Chief Academic Office	12/31/2024
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R39-MONTH REEMPLOYMENT RIGHTS

1029735	Gomez	Miguel	Teacher, Middle School	Scandinavian Middle School	12/3/2024
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PROMOTIONS

Classified Personnel

1067271	Aguiniga	Nina Marie	Technician, Budget II	Summer School	10/29/2024
1087490	Board	Swann	Paraprof, Mild/Moderate Support Needs	Bullard High	11/12/2024
1017253	Castro	Joe	Mechanic, Vehicle & Equipment	Transportation	10/30/2024
1052377	Garza	James	Lead, Painter	Maintenance And Operations	11/1/2024
1080443	Gentry	Evelyn	Liaison, Home/School Spanish	McLane High	11/14/2024
1081095	Gilletteberg	Michael	Specialist, Information System	Technology Serv/Telecom	11/14/2024
1079370	Godbolt	Nicole	Assistant, Attendance Records	Ahwahnee Middle	10/22/2024
1066003	Gonzales	Sylvia	Technician, Work Placement	Special Ed	10/29/2024
1082205	Harris	Ahmyer	Paraeducator, Autism	Lowell Elementary	8/14/2024
1076673	Kaur	Gurpreet	Nutrition Services Assistant	Food Services	11/18/2024
1073624	Khim	Phally	Nutrition Services Assistant	Aynesworth Elementary	11/18/2024
1076149	Lopez Osuna	Jose	Plant Coordinator I	Fremont Elementary	10/25/2024
1081063	Madsen	Mona	Nutrition Services Operator	Packaging Center	9/25/2024
1086786	Ortez	Rebecca	Paraprof, Mild/Moderate Support Needs	Columbia Elementary	10/3/2024
1085530	Perez Carrazco	Jenifer	Lead, After Schl/Ext Day	Balderas Elementary	11/6/2024
1048186	Saechao	Annaket	Technician, Program	African American Academic Acce	11/20/2024
1076271	Sepulveda	Jocelyn	Buyer I	Food Services	11/18/2024
1066582	Tellez-Lumbert	Magedella	Secretary, Administrative II	Summer School	10/21/2024
1084556	Yang	Joy	Nutrition Services Assistant	Nutrition Services	11/18/2024
1075435	Yang	Noelle	Paraprof, Child Development Bilingual	Hidalgo Elementary	11/4/2024

Management Classified

1071969	Sandhu	Jaswinder	Analyst, General	Benefits & Risk Management	11/25/2024
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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-7

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the December 11, 2024, Board of Education regular meeting.

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL: 





BOARD OF EDUCATION
REGULAR MEETING
4480 N. BRAWLEY AVENUE
NUTRITION SERVICES
FRESNO, CA 93722
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California

December 11, 2024

Fresno Unified School District, Nutrition Services, 4480 N. Brawley Avenue, Fresno, CA 93722.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on December 11, 2024, there were present Board Members Cazares, Islas, Levine, Thomas, Clerk Davis, and Board President Wittrup. Interim Superintendent Mao Misty Her was also present.

For the record, Board Member Jonasson Rosas participated from the teleconference location as follows: Parker Palm Springs, 4200 E. Palm Canyon Drive, Palm Springs, California 92264. The meeting was open to the public and pursuant to Government Code Section 54953 (B)(2), all action taken during the teleconference meeting was by roll call vote.

Board President Wittrup CONVENED the Regular Board Meeting at 4:31 p.m.

For the record, Board Members Cazares and Islas arrived at 4:36 p.m., and Member Jonasson Rosas connected at 5:15 p.m.

PLEDGE OF ALLEGIANCE

Tami Lundberg led the Flag Salute.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received zero (0) requests to address the Board on Closed Session items.

A. RECEIVE INFORMATION & REPORTS

For the record, the Board acknowledged receipt of the Citizen's Bond Oversight Committee's Annual Report, which is available for public review and posted on the district's website.

Board President Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:35 p.m.

Board President Wittrup RECONVENED the meeting to Open Session at 6:30 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Thomas, seconded by Board President Wittrup, the Board acted in closed session for a Settlement on OAH Case No. 2024081075, resolving all claims regarding a student in special education, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members Cazares, Islas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup. ABSENT: Board Member Jonasson Rosas.
- On a motion by Board Member Levine, seconded by Board Member Islas, the Board acted in closed session to promote Eugene Reinor to Principal III at Fort Miller Middle School by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.
- On a motion by Board Clerk Davis, seconded by Board Member Islas, the Board acted in closed session on a Grievance Settlement with SEIU Local 521, senior bus drive pay and overtime rate, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Islas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup. ABSENT: Board Member Jonasson Rosas.
- On a motion by Board President Wittrup, seconded by Board Clerk Davis, the Board acted in closed session on a Risk Management Settlement on R.S. as Guardian ad Litem on behalf of A.J.S., as individual, and A.S., as individual, Case No. 15-0526-0347, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members Cazares, Islas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup. ABSENT: Member Jonasson Rosas.
- On a motion by Board Member Cazares, seconded by Board Member Islas, the Board acted in closed session on a Risk Management Settlement on Matthew Haitt, a minor, by and through his Guardian ad Litem Randi Ciavaglia, Case No. GL20-0422-5118, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.
- On a motion by Board Member Thomas, seconded by Board Member Levine, the Board acted in closed session to approve the issuance of a Request for Qualifications to qualify a pool of search firms to help identify and hire a superintendent, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.

For the record, Clerk Davis read the approved Board Shared Agreements which are a component of the Student Outcomes Focused Governance work with the Council of Great City Schools. The Board Shared Agreements are as follows:

- **Respect and Civility** – Honor our shared agreements.
- **Be Honest and Honorable** – Honor my word and do not lie, deflect, or disparage others.
- **Honor the Process and any Time Limits**
- **Honor Confidentiality**
- **Be Prepared and On Time** – Be on time. Read materials or share questions ahead of time. Share as early as possible if I will be late or miss a commitment.
- **Represent All Students** - Do not represent solely my region/area.

B. CONFERENCE/DISCUSSION AGENDA

B-2, DISCUSS and APPROVE the California School Employees Association - Chapter 125 Initial Proposal to Fresno Unified School District for the 2025-2027 Successor Agreement

For the record, the Board received zero (0) requests from the public to address the Board on agenda item B-2.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved B-2, Discuss and Approve the California School Employees Association - Chapter 125 Initial Proposal to Fresno Unified School District for the 2025-2027 Successor Agreement, with an amendment to the successor agreement years to reflect 2024-2027, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and President Wittrup.

B-3, DISCUSS and APPROVE the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 125 for the 2025-2027 Successor Agreement

For the record, the Board received zero (0) requests from the public to address the Board on agenda item B-3.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved B-3, Discuss and Approve the Fresno Unified School District Initial Proposal to California School Employees Association, Chapter 125 for the 2025-2027 Successor Agreement, with an amendment to the successor agreement years to reflect 2024-2027, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and President Wittrup.

***6:45 P.M.**

B-4, DISCUSS and APPROVE the 2023/24 Audited Financial Statements Prepared by Crowe LLP – G2

For the record, the Board received zero (0) requests from the public to address the Board on agenda item B-4.

On a motion by Board Member Cazares, seconded by Board Clerk Davis, the Board approved B-4, Discuss and Approve the 2023/24 Audited Financial Statements Prepared by Crowe LLP, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and President Wittrup.

***7:00 P.M.**

B-5, HOLD a Public Hearing and APPROVE Aspen Meadow Public School Charter Renewal Petition and ADOPT Resolution No. 25-28, Certifying Approval of the Renewal Petition – G2

For the record, Board President Wittrup opened the public hearing at 6:45 p.m.

For the record, the Board received zero (0) requests to address the Board on agenda item B-5.

For the record, Board members had comments/questions pertaining to agenda item B-5. A summary is as follows:

Member Islas requested clarity as to what steps Aspen Meadow will take in response to panel recommendations.

Member Thomas commented that she will not penalize Aspen Meadow for areas Fresno Unified struggles with as well.

For the record, Board President Wittrup closed the public hearing at 6:56 p.m.

On a motion by Board Member Thomas, seconded by Board Clerk Davis, the Board approved the Aspen Meadow Public School Charter Renewal Petition for the term of July 01, 2025, through June 30, 2030, by a roll call vote of 6-1-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Clerk Davis, and President Wittrup. NOES: Board Member Islas.

OPPORTUNITY for Public Comment on Consent Agenda Items

For the record, the Board received zero (0) requests to address the Board on the Consent Agenda.

On a motion by Board Clerk Davis, seconded by Board Member Thomas, the Board approved the Consent Agenda except for agenda items C-9 and C-26, which were pulled for further discussion, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Clerk Davis, and Board President Wittrup.

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 requests, in which event, the item(s) will be considered following approval of the Consent Agenda. Pulled Consent Agenda items will be considered for approval after the Conference/Discussion Agenda.

C. CONSENT AGENDA

C-6, APPROVE Personnel List – G2

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

C-7, ADOPT Findings of Fact and Recommendations of District Administrative Board – S

ADOPTED as recommended, the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular meeting of the Board held November 20, 2024.

C-8, APPROVE Meeting Minutes – G2

APPROVED as recommended, draft minutes for November 20, 2024, regular meeting of the Board of Education.

C-9, APPROVE Superintendent Search Timeline

APPROVED as recommended, the Superintendent Search Timeline, established by the Board of Education and the Council of the Great City Schools.

On a motion by Board President Wittrup, seconded by Board Member Islas, the Board approved C-9, Approve Superintendent Search Timeline – Option A, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Islas, Jonasson Rosas, Levine, Thomas, Board Clerk Davis, and Board President Wittrup.

C-10, ADOPT Provisional Internship Permits - G1

ADOPTED as recommended, the Provisional Internship Permit (PIP) recommendations to rehire or hire teachers for the 2024/25 school year due to hard-to-fill credential positions.

C-11, ADOPT Variable Term Waiver for Career Technical Education Credential Holders – G1

ADOPTED as recommended, the Variable Term Waivers for Career Technical Education Teachers, who need the English Learner Authorization until their credential is cleared.

C-12, APPROVE the 2024/25 First Interim Financial Report – G2

APPROVED as recommended, the Fresno Unified School District First Interim Financial Report.

C-13, APPROVE 2024/25 Salary Schedule Revisions Reflecting 3% Increase – Food Service Classified Hourly Salary Schedule - G2

APPROVED as recommended, the 2024/25 Food Service Classified Hourly Salary Schedule.

C-14, APPROVE Agreement with Crystal Marie Menzies – G1

APPROVED as recommended, an agreement with Crystal Marie Menzies to provide Ethnic Studies student survey administration and data analysis and teacher professional learning to review and utilize the results to inform best instructional approaches.

C-15, APPROVE Amendment to the Agreement with Aetna Medicare Advantage Plan for Retirees – G2

APPROVED as recommended, an amendment to the agreement with Aetna Medicare Advantage Plan for retirees and dependents for the 2025 calendar year.

C-16, APPROVE Amendment No. 7 to the Agreement with MedImpact Healthcare Systems, LLC – G2

APPROVED as recommended, amendment No. 7 to the agreement with MedImpact Healthcare Systems, LLC formally known as Elixir Rx Solutions, LLC, related to Prescription Benefit Management (PBM) services.

C-17, APPROVE Renewal Agreement with Claremont EAP – G2

APPROVED as recommended, a renewal agreement with Claremont EAP for employee assistance services.

C-18, APPROVE Renewal Agreement with Kaiser Permanente – G2

APPROVED as recommended, a renewal agreement with Kaiser Permanente to provide medical services on behalf of benefit-eligible employees and retirees.

C-19, APPROVE Memorandum of Understanding with the Central California Food Bank Community Programs – G2

APPROVED as recommended, the Memorandum of Understanding between the Central California Food Bank and Fresno Unified School District, designed to enhance and expand food security opportunities for students and families to conveniently access healthy food across the district.

C-20, APPROVE Award of Bid 25-07, Top Seal Film for Production Lines – G1
APPROVED as recommended, information on Bid 25-07, Top Seal Film for Production Lines, to establish fixed pricing for Production Line Top Seal Film.

C-21, APPROVE Award of Bid 25-11, Sunnyside High School Theater Lighting and Sound System Replacement – G2
APPROVED as recommended, information on Bid 25-11, Sunnyside High School Theater Lighting and Sound System Replacement.

C-22, RATIFY Agreement with the California Department of Social Services – G2
RATIFIED as recommended, a grant award agreement with the California Department of Social Services to provide statewide professional learning resources to Family Childcare (FCC) and Family, Friend, and Neighbor (FFN) caregivers in California's Early Learning and Care workforce.

C-23, RATIFY Retiree Contract for Armand Chavez – G2
RATIFIED as recommended, a retiree Armand Chavez to continue to support the Safety and Security office three days a week. Mr. Chavez has been supporting the Safety office since September 04, 2024, to mitigate the impact of the Executive Director vacancy.

C-24, RATIFY Change Orders – G2
RATIFIED as recommended, information on Change Orders for projects as follows: Bid 24-65, Tehipite Middle School Confidential Space Installation, Change Order 1 presented for ratification: \$9,380, and Change Order 2 presented for ratification: \$7,330.

C-25, RATIFY Purchase Orders from September 01, 2024, through September 30, 2024–Primary Report – G2
RATIFIED as recommended, information on purchase orders issued from September 01, 2024, through September 30, 2024, Primary Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

C-26, RATIFY Purchase Orders from September 01, 2024, through September 30, 2024–Supplemental Report – G2
RATIFIED as recommended, information on purchase orders issued from September 01, 2024, through September 30, 2024, Supplemental Report.

For the record, Board Member Levine read a statement as follows:

"Agenda item C-26 on tonight's Consent Agenda, contains purchase orders between Fresno Unified School District and California Teaching Fellows Foundation, CSU Fresno Association, CSU Fresno Foundation, CSUF Association Food Service, CSUF Downing Planetarium, and California State University Fresno. I am employed by Fresno State.

Additionally, item C-26 contains purchase orders with the Fresno County Economic Opportunities Commission, and I am employed by Fresno County EOC, which is a nonprofit corporation.

I did not participate in the making of the purchase orders related to this agenda item; however, because of my employment with both Fresno State and Fresno County EOC I have a remote financial interest in those purchase orders.

Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270."

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved C-26, Ratify Purchase Orders from September 01, 2024, through September 30, 2024—Supplemental Report, by a roll call vote of 6-0-1-0, as follows: **AYES:** Board Members Cazares, Islas, Jonasson Rosas, Thomas, Clerk Davis, and Board President Wittrup. **ABSTENTIONS:** Board Member Levine.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received one (1) request to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

1. Monica Apodaca shared concerns of stolen wages and sexual harassment as an employee of First Student. Provided Board members with a flyer. (Appendix A)

D. ADJOURNMENT

Board President Wittrup ADJOURNED the meeting at 7:03 p.m.

SEIU 521
STOP

**TELL
FIRST STUDENT
TO STOP
WAGE THEFT
&
HARASSMENT**

SCAN ME



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-8

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Adopt Resolution No. 25-33, in the Matter of Declaring Certification of the November 05, 2024, Election – G2

ITEM DESCRIPTION: Included in the Board binders is resolution No. 25-33, in the matter of Declaring Certification of the November 05, 2024, election. Adoption of the resolution officially declares certification of the November 05, 2024, election resulting in three members being elected/re-elected to the Fresno Unified School District Board of Education for a four-year term (2024-2028).

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

PREPARED BY Ambra O'Connor

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor

INTERIM SUPERINTENDENT APPROVAL:





**BEFORE THE GOVERNING BOARD
OF THE FRESNO UNIFIED SCHOOL DISTRICT
FRESNO COUNTY, CALIFORNIA**

**In the Matter of Declaring Board Members
Elected (Elections Code § 15400)**

Resolution No. 25-33

WHEREAS, California Elections Code, section 15372, provides that elections officials shall prepare a certified statement of the results of the election and submit it to governing bodies within 30 days of the election; and

WHEREAS, the above-named district's governing board is in receipt of a certified statement of the results of the November 5, 2024, election from each county elections official applicable to races for seats on its governing board; and

WHEREAS, California Elections Code, section 15400, provides that a governing body shall declare elected to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office; and

WHEREAS, California Elections Code, section 15401, provides that following such a declaration of election, the elections official shall make out and deliver to each person elected, as declared by the governing body, a certificate of election, signed and authenticated by the elections official.

NOW, THEREFORE, BE IT RESOLVED that the above-named district declares elected to its governing board, with the total number of votes listed below from each applicable county, the person(s) listed below having the highest number of votes for the office:

Name/ Trustee Area	Fresno County Votes	Total Votes
Elizabeth Jonasson Rosas Trustee Area #2	7,816	5,296
Andy Levine Trustee Area #5	14,538	6,316
Claudia Cazares Trustee Area #6	14,397	7,245

BE IT FURTHER RESOLVED that the clerk/secretary of the governing board is directed to notify the Fresno County elections official of this declaration of election by sending an executed copy of this Resolution and the attached Certification to the Fresno County Superintendent of Schools, who has agreed to gather and provide all such declarations to the Fresno County elections official for this election.

BE IT FURTHER RESOLVED that the above-named governing board requests that the Fresno County elections official make out and deliver to each person elected, as declared by this governing body, a certificate of election, signed and authenticated by the elections official.

The foregoing Resolution was adopted this 18th day of December 2024, at a regular meeting of the governing board hereof by the following vote:

Claudia Cazares	Yes	No	Abstain	Absent
Genoveva Islas	Yes	No	Abstain	Absent
Elizabeth Jonasson Rosas	Yes	No	Abstain	Absent
Andy Levine	Yes	No	Abstain	Absent
Keshia Thomas	Yes	No	Abstain	Absent
Valerie F. Davis	Yes	No	Abstain	Absent
Susan Wittrup	Yes	No	Abstain	Absent

By: _____
Valerie F. Davis, President of the Board

CERTIFICATION

I, the undersigned, hereby certify that the foregoing resolution is the full, true, and correct resolution duly passed and adopted by the Fresno Unified School District on the date stated above.

By: _____ Date: _____
Genoveva Islas, Clerk of the Board

**CERTIFICATION OF
COUNTY CLERK/REGISTRAR OF VOTERS OF THE
RESULTS OF THE CANVASS
OF THE NOVEMBER 5, 2024,
GENERAL ELECTION**

STATE OF CALIFORNIA

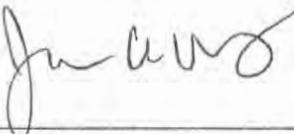
COUNTY OF FRESNO

} ss.

I, James A. Kus, County Clerk/Registrar of Voters of County of Fresno, do hereby certify that, in pursuance of the provisions of Elections Code section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 5, 2024, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 3 day of December, 2024, at the
County of Fresno





County Clerk/Registrar of Voters
County of Fresno
State of California

**STATEMENT OF VOTES CAST
AT THE
CONSOLIDATED GENERAL ELECTION
HELD ON
NOVEMBER 5, 2024
IN THE
COUNTY OF FRESNO
STATE OF CALIFORNIA**

CERTIFICATE OF COUNTY CLERK TO RESULTS OF THE CANVASS

STATE OF CALIFORNIA)
County of Fresno) ss.

I, JAMES A. KUS, County Clerk/Registrar of Voters of the County of Fresno, State of California, do hereby certify that pursuant to the provisions of Section 15301 et seq of the Elections Code of the State of California, I did canvass the returns of the votes cast in the, County of Fresno, at the election held on November 5, 2024, for the local offices and ballot measures, submitted to the vote of the voters, and that the Statement of the Vote Cast, to which this certificate is attached, shows the whole number of votes cast in the county and in each of the respective precincts therein, and that the totals of the respective columns and the totals shown for the offices are full, true and correct.

Furthermore, this election is hereby certified in honor of Roselyn "Roz" Clark, Fresno County Resident and long-time volunteer and Election Worker. Roz is well known throughout Fresno for her good works and helping to found the Fresno neighborhood watch, and she is fondly remembered by the County Clerk/Registrar of Voter's Department for her many decades of service to the voters of Fresno County. Roz served as an election worker for over three decades including as an Election Coordinator throughout the 2000s until her retirement following the 2020 Presidential Elections, mentoring hundreds of elections workers and assisting thousands of Fresno County voters.

WITNESS my hand and Official Seal this 3rd day of November, 2024.




JAMES A. KUS
County Clerk/Registrar of Voters

**FRESNO COUNTY
CONSOLIDATED GENERAL ELECTION
NOVEMBER 5, 2024
OFFICIAL ELECTION RESULTS**

Precincts Reported: 478 of 478 (100.00%)

Voters Cast: 330,932 of 511,349 (64.72%)

President and Vice President (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		4,263	
Overvotes		620	

Candidate	Party	Total	
DONALD J. TRUMP / JD VANCE	REP	165,924	50.89%
KAMALA D. HARRIS / TIM WALZ	DEM	151,628	46.50%
ROBERT F. KENNEDY JR. / NICOLE SHANAHAN	AI	3,934	1.21%
JILL STEIN / RUDOLPH WARE	GRN	1,983	0.61%
CLAUDIA DE LA CRUZ / KARINA GARCIA	PF	1,408	0.43%
CHASE OLIVER / MIKE TER MAAT	LIB	1,117	0.34%
Write-in		55	0.02%
Total Votes		326,049	

		Total	
PETER SONSKI / LAUREN ONAK	WRITE-IN	55	0.02%
Unresolved Write-In		0	

United States Senator (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		15,761	
Overvotes		100	

Candidate	Party	Total	
STEVE GARVEY	REP	166,675	52.90%
ADAM B. SCHIFF	DEM	148,396	47.10%
Total Votes		315,071	
		Total	
Unresolved Write-In		0	

United States Senator-Partial (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		27,001	
Overvotes		59	

Candidate	Party	Total	
STEVE GARVEY	REP	161,405	53.12%
ADAM B. SCHIFF	DEM	142,467	46.88%
Total Votes		303,872	
		Total	
Unresolved Write-In		0	

5th Congress (Vote for 1)

Precincts Reported: 58 of 58 (100.00%)

		Total	
Times Cast		61,538 / 80,124	76.80%
Undervotes		3,314	
Overvotes		4	

Candidate	Party	Total	
TOM MCCLINTOCK	REP	34,642	59.50%
MICHAEL J. "MIKE" BARKLEY	DEM	23,578	40.50%
Total Votes		58,220	
		Total	
Unresolved Write-In		0	

13th Congress (Vote for 1)

Precincts Reported: 75 of 75 (100.00%)

		Total	
Times Cast		21,412 / 35,944	59.57%
Undervotes		959	
Overvotes		9	

Candidate	Party	Total	
JOHN DUARTE	REP	11,440	55.96%
ADAM GRAY	DEM	9,004	44.04%
Total Votes		20,444	
		Total	
Unresolved Write-In		0	

20th Congress (Vote for 1)

Precincts Reported: 85 of 85 (100.00%)

		Total	
Times Cast		93,520 / 125,538	74.50%
Undervotes		15,410	
Overvotes		58	

Candidate	Party	Total	
VINCE FONG	REP	46,702	59.83%
MIKE BOUDREAUX	REP	31,350	40.17%
Total Votes		78,052	
		Total	
Unresolved Write-In		0	

21st Congress (Vote for 1)

Precincts Reported: 260 of 260 (100.00%)

		Total	
Times Cast		154,462 / 269,743	57.26%
Undervotes		5,624	
Overvotes		26	

Candidate	Party	Total	
JIM COSTA	DEM	83,515	56.12%
MICHAEL MAHER	REP	65,297	43.88%
Total Votes		148,812	
		Total	
Unresolved Write-In		0	

8th Assembly (Vote for 1)

Precincts Reported: 129 of 129 (100.00%)

		Total	
Times Cast		154,602 / 204,318	75.67%
Undervotes		24,994	
Overvotes		57	

Candidate	Party	Total	
DAVID J. TANGIPA	REP	75,488	58.27%
GEORGE RADANOVICH	REP	54,063	41.73%
Total Votes		129,551	

		Total	
Unresolved Write-In		0	

27th Assembly (Vote for 1)

Precincts Reported: 92 of 92 (100.00%)

		Total	
Times Cast		39,951 / 64,594	61.85%
Undervotes		1,951	
Overvotes		3	

Candidate	Party	Total	
ESMERALDA SORIA	DEM	20,257	53.31%
JOANNA GARCIA ROSE	REP	17,740	46.69%
Total Votes		37,997	

		Total	
Unresolved Write-In		0	

31st Assembly (Vote for 1)

Precincts Reported: 235 of 235 (100.00%)

		Total	
Times Cast		122,479 / 221,531	55.29%
Undervotes		6,564	
Overvotes		28	

Candidate	Party	Total	
JOAQUIN ARAMBULA	DEM	69,767	60.20%
SOLOMON VERDUZCO	REP	46,120	39.80%
Total Votes		115,887	

		Total	
Unresolved Write-In		0	

33rd Assembly (Vote for 1)

Precincts Reported: 22 of 22 (100.00%)

		Total	
Times Cast		13,900 / 20,906	66.49%
Undervotes		2,024	
Overvotes		6	

Candidate	Party	Total	
ALEXANDRA MACEDO	REP	8,513	71.72%
XAVIER AVILA	REP	3,357	28.28%
Total Votes		11,870	
		Total	
Unresolved Write-In		0	

Tulare Co Board of Education Dist 2 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		324 / 460	70.43%
Undervotes		95	
Overvotes		0	

Candidate	Party	Total	
DEBBY HOLGUIN		132	57.64%
RUBEN MACARENO		97	42.36%
Write-in		0	0.00%
Total Votes		229	
		Total	
Unresolved Write-In		0	

St Cen Com Col No 2 (Vote for 1)

Precincts Reported: 82 of 82 (100.00%)

		Total	
Times Cast		45,083 / 76,058	59.27%
Undervotes		8,341	
Overvotes		26	

Candidate	Party	Total	
NASREEN MICHELLE JOHNSON		19,629	53.46%
PABLO VILLAGRANA		17,087	46.54%
Write-in		0	0.00%
Total Votes		36,716	
		Total	
Unresolved Write-In		0	

West Hills Com Col No 6 (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Total	
Times Cast		2,423 / 4,417	54.86%
Undervotes		268	
Overvotes		0	

Candidate	Party	Total	
OMAR HERNANDEZ		1,454	67.47%
STEVE CANTU		701	32.53%
Write-in		0	0.00%
Total Votes		2,155	

		Total	
Unresolved Write-In		0	

Caruthers Unified TA 1 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		362 / 686	52.77%
Undervotes		44	
Overvotes		0	

Candidate	Party	Total	
MARIO ALVARADO JR.		179	56.29%
MICHAEL S. REID		139	43.71%
Write-in		0	0.00%
Total Votes		318	

		Total	
Unresolved Write-In		0	

Central Unified No 3 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		4,460 / 6,467	68.97%
Undervotes		770	
Overvotes		3	

Candidate	Party	Total	
NATALIE CHAVEZ		2,261	61.32%
PHILLIP CERVANTES		1,426	38.68%
Write-in		0	0.00%
Total Votes		3,687	

		Total	
Unresolved Write-In		0	

Central Unified No 5 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		3,501 / 5,942	58.92%
Undervotes		331	
Overvotes		0	

Candidate	Party	Total	
JASPREET SIDHU		2,250	70.98%
RICHARD A. SOLIS		920	29.02%
Write-in		0	0.00%
Total Votes		3,170	

		Total	
Unresolved Write-In		0	

Clovis Unified No 2 (Vote for 1)

Precincts Reported: 12 of 12 (100.00%)

		Total	
Times Cast		17,849 / 22,766	78.40%
Undervotes		2,347	
Overvotes		23	

Candidate	Party	Total	
WILMA TOM HASHIMOTO		6,499	41.99%
MOLLY DEFRAK		6,096	39.38%
JANET S. KARDASHIAN		2,884	18.63%
Write-in		0	0.00%
Total Votes		15,479	

		Total	
Unresolved Write-In		0	

Clovis Unified No 4 (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Total	
Times Cast		17,967 / 22,755	78.96%
Undervotes		2,383	
Overvotes		11	

Candidate	Party	Total	
HUGH AWTREY		9,196	59.05%
GINA VUE		6,377	40.95%
Write-in		0	0.00%
Total Votes		15,573	

		Total	
Unresolved Write-In		0	

Coalinga-Huron Unified C2 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		1,015 / 1,809	56.11%
Undervotes		121	
Overvotes		0	

Candidate	Party	Total	
SPENCER DAVISON		485	54.25%
LISA GAYLE CULBERTSON		409	45.75%
Write-in		0	0.00%
Total Votes		894	

		Total	
Unresolved Write-In		0	

Firebaugh-Las Deltas No. 2 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		497 / 889	55.91%
Undervotes		48	
Overvotes		0	

Candidate	Party	Total	
MARIBEL MUÑOS		256	57.02%
DEANNE CROCKETT		193	42.98%
Write-in		0	0.00%
Total Votes		449	

		Total	
Unresolved Write-In		0	

Firebaugh-Las Deltas No. 3 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		455 / 828	54.95%
Undervotes		53	
Overvotes		1	

Candidate	Party	Total	
ROBERT C. AGUAYO		246	61.35%
ABEL "WORM" SERRANO		155	38.65%
Write-in		0	0.00%
Total Votes		401	

		Total	
Unresolved Write-In		0	

Fresno Unified No 2 (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Total	
Times Cast		9,051 / 21,168	42.76%
Undervotes		1,231	
Overvotes		4	

Candidate	Party	Total	
ELIZABETH "ROSAS" JONASSON		5,296	67.76%
JOSEPH C. AQUINO		2,520	32.24%
Write-in		0	0.00%
Total Votes		7,816	

		Total	
Unresolved Write-In		0	

Fresno Unified No 5 (Vote for 1)

Precincts Reported: 25 of 25 (100.00%)

		Total	
Times Cast		16,703 / 28,124	59.39%
Undervotes		2,153	
Overvotes		12	

Candidate	Party	Total	
ANDY LEVINE		6,316	43.44%
JAMES MARTINEZ		4,228	29.08%
EMMA VILLA		3,994	27.47%
Write-in		0	0.00%
Total Votes		14,538	

		Total	
Unresolved Write-In		0	

Fresno Unified No 6 (Vote for 1)

Precincts Reported: 19 of 19 (100.00%)

		Total	
Times Cast		17,155 / 26,959	63.63%
Undervotes		2,755	
Overvotes		3	

Candidate	Party	Total	
CLAUDIA CAZARES		7,245	50.32%
DANIEL BORDONA		7,152	49.68%
Write-in		0	0.00%
Total Votes		14,397	

		Total	
Unresolved Write-In		0	

Golden Plains No 3 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		1,124 / 1,910	58.85%
Undervotes		101	
Overvotes		0	

Candidate	Party	Total	
CELINA U. ROSSETTI		645	63.05%
MARY HELEN REYNAGA		378	36.95%
Write-in		0	0.00%
Total Votes		1,023	

		Total	
Unresolved Write-In		0	

Golden Plains No 4 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		1,124 / 1,910	58.85%
Undervotes		84	
Overvotes		0	

Candidate	Party	Total	
SALVADOR PARRA JR.		728	70.00%
MARYANN TRUJILLO		312	30.00%
Write-in		0	0.00%
Total Votes		1,040	

		Total	
Unresolved Write-In		0	

Kerman Unified No 3 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		1,348 / 2,112	63.83%
Undervotes		81	
Overvotes		2	

Candidate	Party	Total	
DANIEL G. BABSHOFF		801	63.32%
DAVID VAZQUEZ GUTIERREZ		303	23.95%
VICTOR M. VILLAR		161	12.73%
Write-in		0	0.00%
Total Votes		1,265	

		Total	
Unresolved Write-In		0	

Kerman Unified No. 5, ST (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		1,394 / 2,233	62.43%
Undervotes		112	
Overvotes		2	

Candidate	Party	Total	
JULIE GRAGNANI		724	56.56%
MARIA MEDINA		556	43.44%
Write-in		0	0.00%
Total Votes		1,280	

		Total	
Unresolved Write-In		0	

Mendota Unified (Vote for 4)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		1,684 / 3,420	49.24%
Undervotes		2,506	
Overvotes		0	

Candidate	Party	Total	
LUPE FLORES		1,044	24.68%
SALVADOR G. OCHOA		743	17.57%
ISABEL MALDONADO		733	17.33%
ALMA DURAZO		596	14.09%
RAUL S. VARELA		570	13.48%
KEVIN ARIAS-ROMERO		544	12.86%
Write-in		0	0.00%
Total Votes		4,230	

		Total	
Unresolved Write-In		0	

Parlier Unified TA 4 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		634 / 1,292	49.07%
Undervotes		39	
Overvotes		0	

Candidate	Party	Total	
ELENA E. GONZALES		421	70.76%
DAVID BELTRAN		174	29.24%
Write-in		0	0.00%
Total Votes		595	

		Total	
Unresolved Write-In		0	

Parlier Unified TA 5 (Vote for 1)

Precincts Reported: 8 of 8 (100.00%)

		Total	
Times Cast		621 / 1,152	53.91%
Undervotes		74	
Overvotes		1	

Candidate	Party	Total	
MARTIN MARES		350	64.10%
MARGARET CEPEDA		196	35.90%
Write-in		0	0.00%
Total Votes		546	

		Total	
Unresolved Write-In		0	

Sanger Unified No 1 (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Total	
Times Cast		3,495 / 4,982	70.15%
Undervotes		378	
Overvotes		2	

Candidate	Party	Total	
RANETTA BRON		1,956	62.79%
TAMRA "TAMMY" WOLFE		1,159	37.21%
Write-in		0	0.00%
Total Votes		3,115	

		Total	
Unresolved Write-In		0	

Sanger Unified No 4 (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		2,640 / 4,257	62.02%
Undervotes		498	
Overvotes		8	

Candidate	Party	Total	
CELIDA GARCIA LOPEZ		1,139	53.37%
ANN GRACE VILLASANA		604	28.30%
ELSIE WASH		391	18.32%
Write-in		0	0.00%
Total Votes		2,134	

		Total	
Unresolved Write-In		0	

Selma Unified No. 1 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		1,243 / 2,236	55.59%
Undervotes		136	
Overvotes		0	

Candidate	Party	Total	
STELLA PADRON-DUARTE		749	67.66%
ROSEMARY ALANIS		358	32.34%
Write-in		0	0.00%
Total Votes		1,107	

		Total	
Unresolved Write-In		0	

Selma Unified No. 2 (Vote for 1)

Precincts Reported: 8 of 8 (100.00%)

		Total	
Times Cast		1,453 / 2,489	58.38%
Undervotes		129	
Overvotes		2	

Candidate	Party	Total	
NARINDER "NICK" SAHOTA		792	59.91%
YOLANDA M. TORREZ		530	40.09%
Write-in		0	0.00%
Total Votes		1,322	

		Total	
Unresolved Write-In		0	

Sierra Unified (Vote for 4)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		5,855 / 7,202	81.30%
Undervotes		8,080	
Overvotes		8	

Candidate	Party	Total	
JOE D. DENHAM		3,038	19.81%
CORTNEY R. BURKE		2,535	16.53%
BEN KIMBLER		2,464	16.07%
JAMES F. HOAK		2,274	14.83%
CONSTANCE "CONNIE" SCHLAEFER		2,220	14.48%
RICHARD CHRISTL		1,526	9.95%
STEVEN BUTZ		1,275	8.32%
Write-in		0	0.00%
Total Votes		15,332	

		Total	
Unresolved Write-In		0	

Monson-Sultana Elem TA 1 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		5 / 19	26.32%
Undervotes		1	
Overvotes		0	

Candidate	Party	Total	
ROBERTO CEPEDA		4	100.00%
ROY VALDEZ		0	0.00%
Write-in		0	0.00%
Total Votes		4	

		Total	
Unresolved Write-In		0	

Raisin City Elementary (Vote for 3)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		362 / 686	52.77%
Undervotes		397	
Overvotes		0	

Candidate	Party	Total	
MARIO ALVARADO		182	26.42%
NANCY SCHWABENLAND		182	26.42%
LEDAY RAMIREZ		164	23.80%
EVANGELINA "VANGIE" URIAS		81	11.76%
ERLINDA "LINDA" GONZALEZ		80	11.61%
Write-in		0	0.00%
Total Votes		689	

		Total	
Unresolved Write-In		0	

West Park Elementary (Vote for 2)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		393 / 748	52.54%
Undervotes		231	
Overvotes		0	

Candidate	Party	Total	
AIDA GARCIA		203	36.58%
MICHAEL KEITH SMITH		153	27.57%
MARK VIVENZI		102	18.38%
MARY ROBERTO		97	17.48%
Write-in		0	0.00%
Total Votes		555	

		Total	
Unresolved Write-In		0	

West Park Elementary ST (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		393 / 748	52.54%
Undervotes		48	
Overvotes		0	

Candidate	Party	Total	
YARITZA ASTUDILLO		186	53.91%
KIMBERLY RENEE VIVENZI		103	29.86%
ERICK BOBADILLA MEDINA		56	16.23%
Write-in		0	0.00%
Total Votes		345	

		Total	
Unresolved Write-In		0	

Supervisor, District No. 2 (Vote for 1)

Precincts Reported: 94 of 94 (100.00%)

		Total	
Times Cast		90,109 / 122,499	73.56%
Undervotes		14,731	
Overvotes		32	

Candidate	Party	Total	
GARRY BREDEFELD		40,369	53.58%
STEVE BRANDAU		34,977	46.42%
Write-in		0	0.00%
Total Votes		75,346	

		Total	
Unresolved Write-In		0	

Supervisor, District No. 3 (Vote for 1)

Precincts Reported: 53 of 53 (100.00%)

		Total	
Times Cast		41,582 / 83,013	50.09%
Undervotes		4,699	
Overvotes		44	

Candidate	Party	Total	
LUIS CHAVEZ		20,830	56.54%
SAL QUINTERO		16,009	43.46%
Write-in		0	0.00%
Total Votes		36,839	

		Total	
Unresolved Write-In		0	

Clovis City Council (Vote for 2)

Precincts Reported: 25 of 25 (100.00%)

		Total	
Times Cast		56,410 / 75,210	75.00%
Undervotes		52,791	
Overvotes		8	

Candidate	Party	Total	
LYNNE ASHBECK		32,497	54.14%
VONG MOUANOUTOUA		27,524	45.86%
Write-in		0	0.00%
Total Votes		60,021	

		Total	
Unresolved Write-In		0	

Coalinga City Council District No. 2 (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		677 / 1,159	58.41%
Undervotes		163	
Overvotes		0	

Candidate	Party	Total	
JAMES HORN		514	100.00%
Write-in		0	0.00%
Total Votes		514	

		Total	
Unresolved Write-In		0	

Coalinga City Council District No. 4 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		538 / 973	55.29%
Undervotes		120	
Overvotes		0	

Candidate	Party	Total	
JOSE "MANNY" RAMIREZ		418	100.00%
Write-in		0	0.00%
Total Votes		418	

		Total	
Unresolved Write-In		0	

Coalinga City Council District No. 1 ST (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		920 / 1,391	66.14%
Undervotes		178	
Overvotes		0	

Candidate	Party	Total	
ROGER SCHINDLER		742	100.00%
Write-in		0	0.00%
Total Votes		742	
			Total
Unresolved Write-In		0	

Coalinga City Treasurer (Vote for 1)

Precincts Reported: 12 of 12 (100.00%)

		Total	
Times Cast		3,774 / 6,082	62.05%
Undervotes		922	
Overvotes		0	

Candidate	Party	Total	
DAWN KAHIKINA		2,852	100.00%
Write-in		0	0.00%
Total Votes		2,852	
			Total
Unresolved Write-In		0	

Firebaugh City Council (Vote for 3)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,762 / 3,402	51.79%
Undervotes		2,436	
Overvotes		0	

Candidate	Party	Total	
ELSA LOPEZ		956	33.54%
ALFRED "FREDDY" VALDEZ		912	32.00%
BRADY JENKINS, JR.		591	20.74%
Write-in		391	13.72%
Total Votes		2,850	

		Total	
VERONICA NAVARRO	WRITE-IN	391	13.72%
Unresolved Write-In		0	

Fowler City Council (Vote for 3)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		3,032 / 4,201	72.17%
Undervotes		2,520	
Overvotes		21	

Candidate	Party	Total	
JUAN A. MEJIA		1,228	18.73%
KARNIG RONALD KAZARIAN		1,057	16.13%
DANIEL PARRA		1,028	15.68%
PATRIC JONES		988	15.07%
LUIS F. DAMIAN		830	12.66%
MARK RODRIQUEZ		725	11.06%
C. TERESA VEGA DE CABRERA		699	10.66%
Write-in		0	0.00%
Total Votes		6,555	

		Total	
Unresolved Write-In		0	

Fresno City Council No 6 (Vote for 1)

Precincts Reported: 15 of 15 (100.00%)

		Total	
Times Cast		37,268 / 49,073	75.94%
Undervotes		5,103	
Overvotes		5	

Candidate	Party	Total	
NICK RICHARDSON		16,575	51.54%
ROGER S. BONAKDAR		15,585	48.46%
Write-in		0	0.00%
Total Votes		32,160	

		Total	
Unresolved Write-In		0	

Huron Mayor (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		692 / 1,336	51.80%
Undervotes		217	
Overvotes		0	

Candidate	Party	Total	
REY LEÓN		475	100.00%
Write-in		0	0.00%
Total Votes		475	
		Total	
Unresolved Write-In		0	

Huron City Council (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		692 / 1,336	51.80%
Undervotes		172	
Overvotes		0	

Candidate	Party	Total	
HILDA R. PLASENCIA		520	100.00%
Write-in		0	0.00%
Total Votes		520	
		Total	
Unresolved Write-In		0	

Kerman Mayor (Vote for 1)

Precincts Reported: 14 of 14 (100.00%)

		Total	
Times Cast		4,569 / 7,546	60.55%
Undervotes		258	
Overvotes		4	

Candidate	Party	Total	
MARIA PACHECO		2,170	50.38%
KATIE HERNANDEZ		1,269	29.46%
KEVIN NEHRING		868	20.15%
Write-in		0	0.00%
Total Votes		4,307	
		Total	
Unresolved Write-In		0	

Kerman City Council No 2 (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,140 / 1,947	58.55%
Undervotes		312	
Overvotes		0	

Candidate	Party	Total	
BERDIE HALL		828	100.00%
Write-in		0	0.00%
Total Votes		828	
		Total	
Unresolved Write-In		0	

Kerman City Council No 4 (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,262 / 1,976	63.87%
Undervotes		295	
Overvotes		0	

Candidate	Party	Total	
KANWALDEEP "RAJ" DHALIWAL		967	100.00%
Write-in		0	0.00%
Total Votes		967	
		Total	
Unresolved Write-In		0	

Mendota City Council (Vote for 2)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,583 / 3,246	48.77%
Undervotes		677	
Overvotes		14	

Candidate	Party	Total	
JESUS "JESSE" MENDOZA		562	22.71%
JOSE ALONSO		553	22.34%
OSCAR ROSALES		495	20.00%
JOSE LUPE GALLARDO		491	19.84%
MOSES MACIAS		236	9.54%
CHRISTIAN CRUZ		138	5.58%
Write-in		0	0.00%
Total Votes		2,475	
		Total	
Unresolved Write-In		0	

Mendota City Council ST (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,583 / 3,246	48.77%
Undervotes		158	
Overvotes		1	

Candidate	Party	Total	
JOSEPH R. RIOFRIO		571	40.10%
JUAN G LEDESMA		489	34.34%
VERONICA GILL		364	25.56%
Write-in		0	0.00%
Total Votes		1,424	

		Total	
Unresolved Write-In		0	

Orange Cove City Council (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		1,741 / 3,371	51.65%
Undervotes		527	
Overvotes		12	

Candidate	Party	Total	
CASTAN "CASSY" ORTIZ		1,037	35.24%
JACOB J DEL BOSQUE		830	28.20%
ISAIAH LOPEZ		432	14.68%
MARIA VACIO		364	12.37%
JOSIE CERVANTES		280	9.51%
Write-in		0	0.00%
Total Votes		2,943	

		Total	
Unresolved Write-In		0	

Parlier City Council #1 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Total	
Times Cast		789 / 1,489	52.99%
Undervotes		45	
Overvotes		2	

Candidate	Party	Total	
SABRINA RODRIGUEZ		312	42.05%
FERNANDO BAÑUELOS		219	29.51%
JUAN M. MONTAÑO		211	28.44%
Write-in		0	0.00%
Total Votes		742	

		Total	
Unresolved Write-In		0	

Parlier City Council #3 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		602 / 1,189	50.63%
Undervotes		46	
Overvotes		7	

Candidate	Party	Total	
CATHRYN "KATHY" SOLORIO		153	27.87%
ALFRED GONZALES		136	24.77%
CLAUDIA VERA		135	24.59%
MICHELLE H LOPEZ		125	22.77%
Write-in		0	0.00%
Total Votes		549	

		Total	
Unresolved Write-In		0	

Parlier City Clerk (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Total	
Times Cast		2,573 / 5,205	49.43%
Undervotes		234	
Overvotes		4	

Candidate	Party	Total	
LINA MARTINEZ		1,241	53.15%
MARIA JIMENEZ		1,094	46.85%
Write-in		0	0.00%
Total Votes		2,335	

		Total	
Unresolved Write-In		0	

Parlier City Treasurer (Vote for 1)

Precincts Reported: 13 of 13 (100.00%)

		Total	
Times Cast		2,573 / 5,205	49.43%
Undervotes		257	
Overvotes		3	

Candidate	Party	Total	
ISMAEL SPINDOLA		1,328	57.41%
TRINIDAD PIMENTEL		985	42.59%
Write-in		0	0.00%
Total Votes		2,313	

		Total	
Unresolved Write-In		0	

Reedley City Council #1 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Total	
Times Cast		6,945 / 11,513	60.32%
Undervotes		1,419	
Overvotes		1	

Candidate	Party	Total	
MATTHEW TUTTLE		5,525	100.00%
Write-in		0	0.00%
Total Votes		5,525	

		Total	
Unresolved Write-In		0	

Reedley City Council #3 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Total	
Times Cast		6,945 / 11,513	60.32%
Undervotes		1,847	
Overvotes		0	

Candidate	Party	Total	
MIKE CRUTCHFIELD		5,098	100.00%
Write-in		0	0.00%
Total Votes		5,098	

		Total	
Unresolved Write-In		0	

Reedley City Council #5 (Vote for 1)

Precincts Reported: 6 of 6 (100.00%)

		Total	
Times Cast		6,945 / 11,513	60.32%
Undervotes		1,896	
Overvotes		18	

Candidate	Party	Total	
CHRISTOPHER SCOTT WILSON		2,808	55.81%
CHRISTOPHER ARRIAGA		2,223	44.19%
Write-in		0	0.00%
Total Votes		5,031	

		Total	
Unresolved Write-In		0	

Sanger Mayor (Vote for 1)

Precincts Reported: 11 of 11 (100.00%)

		Total	
Times Cast		7,809 / 13,102	59.60%
Undervotes		514	
Overvotes		3	

Candidate	Party	Total	
FRANK GONZALEZ		4,400	60.34%
REYNITA "REYNA" MEDRANO		2,892	39.66%
Write-in		0	0.00%
Total Votes		7,292	

		Total	
Unresolved Write-In		0	

Sanger City Council No 1 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		1,767 / 3,291	53.69%
Undervotes		496	
Overvotes		0	

Candidate	Party	Total	
ESMERALDA HURTADO		1,271	100.00%
Write-in		0	0.00%
Total Votes		1,271	

		Total	
Unresolved Write-In		0	

Sanger City Council No 3 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		2,542 / 3,735	68.06%
Undervotes		301	
Overvotes		1	

Candidate	Party	Total	
DANIEL MARTINEZ		1,722	76.88%
GAVINO BARRERA		518	23.13%
Write-in		0	0.00%
Total Votes		2,240	

		Total	
Unresolved Write-In		0	

San Joaquin City Council (Vote for 3)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		584 / 1,045	55.89%
Undervotes		633	
Overvotes		3	

Candidate	Party	Total	
ROSA MARIA RAMIREZ		317	28.41%
ABEL LUA		234	20.97%
MARIA CRISTINA COVARRUBIA		208	18.64%
JULIA HERNANDEZ		203	18.19%
AMARPREET "RUBY" DHALIWAL		154	13.80%
Write-in		0	0.00%
Total Votes		1,116	

		Total	
Unresolved Write-In		0	

Selma Mayor (Vote for 1)

Precincts Reported: 18 of 18 (100.00%)

		Total	
Times Cast		6,576 / 11,164	58.90%
Undervotes		304	
Overvotes		9	

Candidate	Party	Total	
SCOTT ROBERTSON		2,887	46.10%
LOUIS FRANCO		2,687	42.90%
IRMA NUNEZ		689	11.00%
Write-in		0	0.00%
Total Votes		6,263	

		Total	
Unresolved Write-In		0	

Selma City Council District No. 1 (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		2,027 / 3,275	61.89%
Undervotes		153	
Overvotes		0	

Candidate	Party	Total	
JIM AVALOS		1,039	55.44%
BLANCA E. MENDOZA-NAVARRO		835	44.56%
Write-in		0	0.00%
Total Votes		1,874	

		Total	
Unresolved Write-In		0	

Selma City Council District No. 4 (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		1,173 / 2,247	52.20%
Undervotes		125	
Overvotes		0	

Candidate	Party	Total	
SANTIAGO OCEGUERA		679	64.79%
JOBITA "JOVITA" CAMACHO		369	35.21%
Write-in		0	0.00%
Total Votes		1,048	

		Total	
Unresolved Write-In		0	

Biola Comm Service (Vote for 2)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		272 / 454	59.91%
Undervotes		80	
Overvotes		0	

Candidate	Party	Total	
EUGENIO GUTIERREZ		170	36.64%
KINVERLY SUAREZ		129	27.80%
MARTHA MADERA		68	14.66%
REYES LOZANO		51	10.99%
FRANCISCO TORRES		46	9.91%
Write-in		0	0.00%
Total Votes		464	

		Total	
Unresolved Write-In		0	

Kingsburg Health Care (Vote for 2)

Precincts Reported: 9 of 9 (100.00%)

		Total	
Times Cast		6,548 / 8,766	74.70%
Undervotes		3,992	
Overvotes		12	

Candidate	Party	Total	
TIM RAY		3,006	33.06%
TODD B. THOMPSON		2,243	24.67%
TAMRA "TAMMY" DOOLEY		2,016	22.17%
LORI EWERT		1,827	20.09%
Write-in		0	0.00%
Total Votes		9,092	

		Total	
Unresolved Write-In		0	

Laguna Irrigation Div 2 (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		215 / 295	72.88%
Undervotes		13	
Overvotes		0	

Candidate	Party	Total	
<i>WES HARMON</i>		101	50.00%
<i>FRANK ZONNEVELD</i>		101	50.00%
Write-in		0	0.00%
Total Votes		202	

		Total	
Unresolved Write-In		0	

Laguna Irrigation Div 4 (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		128 / 189	67.72%
Undervotes		20	
Overvotes		0	

Candidate	Party	Total	
KEVIN HODGES		73	67.59%
<i>JAKE MILLER</i>		35	32.41%
Write-in		0	0.00%
Total Votes		108	

		Total	
Unresolved Write-In		0	

Orange Cove Fire (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		1,848 / 3,535	52.28%
Undervotes		107	
Overvotes		1	

Candidate	Party	Total	
LEE C BAILEY		966	55.52%
<i>ISAIAH LOPEZ</i>		774	44.48%
Write-in		0	0.00%
Total Votes		1,740	

		Total	
Unresolved Write-In		0	

Orange Cove Police (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		1,840 / 3,527	52.17%
Undervotes		115	
Overvotes		2	

Candidate	Party	Total	
TOM GREENWOOD		1,010	58.62%
ISAIAH LOPEZ		713	41.38%
Write-in		0	0.00%
Total Votes		1,723	

		Total	
Unresolved Write-In		0	

Riverdale Pub Utility (Vote for 3)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		802 / 1,355	59.19%
Undervotes		804	
Overvotes		6	

Candidate	Party	Total	
CHRISTIAN RUBIO		481	30.14%
DAN CANTIERI		317	19.86%
JONATHAN CANTIERI		302	18.92%
MEL A. CASEY		281	17.61%
LORNE PINE		215	13.47%
Write-in		0	0.00%
Total Votes		1,596	

		Total	
Unresolved Write-In		0	

Selma Health Care, No. 2 (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

		Total	
Times Cast		1,405 / 2,470	56.88%
Undervotes		146	
Overvotes		0	

Candidate	Party	Total	
LORANE AVALOS		749	59.49%
ELIA MARCELA BONILLA		510	40.51%
Write-in		0	0.00%
Total Votes		1,259	

		Total	
Unresolved Write-In		0	

Proposition 2 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		16,397	
Overvotes		34	

Candidate	Party	Total	
YES		169,114	53.77%
NO		145,387	46.23%
Total Votes		314,501	
		Total	
Unresolved Write-In		0	

Proposition 3 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		15,935	
Overvotes		66	

Candidate	Party	Total	
NO		159,795	50.74%
YES		155,136	49.26%
Total Votes		314,931	
		Total	
Unresolved Write-In		0	

Proposition 4 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		14,978	
Overvotes		39	

Candidate	Party	Total	
YES		170,409	53.94%
NO		145,506	46.06%
Total Votes		315,915	
		Total	
Unresolved Write-In		0	

Proposition 5 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		17,444	
Overvotes		46	

Candidate	Party	Total	
NO		191,417	61.07%
YES		122,025	38.93%
Total Votes		313,442	
		Total	
Unresolved Write-In		0	

Proposition 6 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		20,502	
Overvotes		52	

Candidate	Party	Total	
NO		198,766	64.04%
YES		111,612	35.96%
Total Votes		310,378	
		Total	
Unresolved Write-In		0	

Proposition 32 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		13,269	
Overvotes		44	

Candidate	Party	Total	
NO		194,985	61.39%
YES		122,634	38.61%
Total Votes		317,619	
		Total	
Unresolved Write-In		0	

Proposition 33 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		19,525	
Overvotes		51	

Candidate	Party	Total	
NO		196,571	63.13%
YES		114,785	36.87%
Total Votes		311,356	
		Total	
Unresolved Write-In		0	

Proposition 34 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		26,232	
Overvotes		51	

Candidate	Party	Total	
YES		163,333	53.61%
NO		141,316	46.39%
Total Votes		304,649	
		Total	
Unresolved Write-In		0	

Proposition 35 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		19,578	
Overvotes		47	

Candidate	Party	Total	
YES		202,757	65.13%
NO		108,550	34.87%
Total Votes		311,307	
		Total	
Unresolved Write-In		0	

Proposition 36 (Vote for 1)

Precincts Reported: 478 of 478 (100.00%)

		Total	
Times Cast		330,932 / 511,349	64.72%
Undervotes		16,546	
Overvotes		70	

Candidate	Party	Total	
YES		236,650	75.29%
NO		77,666	24.71%
Total Votes		314,316	
		Total	
Unresolved Write-In		0	

Q. State Center Community College District Bond Measure (55% Required to Pass) (Vote for 1)

Precincts Reported: 433 of 433 (100.00%)

		Total	
Times Cast		319,423 / 491,299	65.02%
Undervotes		20,092	
Overvotes		26	

Candidate	Party	Total	
BONDS - YES		169,082	56.49%
BONDS - NO		130,223	43.51%
Total Votes		299,305	
		Total	
Unresolved Write-In		0	

C. West Hills Community College District – SFID #2 Bond Measure (55% Required to Pass) (Vote for 1)

Precincts Reported: 16 of 16 (100.00%)

		Total	
Times Cast		4,657 / 7,702	60.46%
Undervotes		193	
Overvotes		0	

Candidate	Party	Total	
BONDS - YES		2,749	61.58%
BONDS - NO		1,715	38.42%
Total Votes		4,464	
		Total	
Unresolved Write-In		0	

L. Laton Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 5 of 5 (100.00%)

		Total	
Times Cast		859 / 1,276	67.32%
Undervotes		39	
Overvotes		0	

Candidate	Party	Total	
BONDS - YES		489	59.63%
BONDS - NO		331	40.37%
Total Votes		820	
		Total	
Unresolved Write-In		0	

U. Sierra Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 4 of 4 (100.00%)

		Total	
Times Cast		5,855 / 7,202	81.30%
Undervotes		286	
Overvotes		1	
Candidate	Party	Total	
BONDS - YES		3,722	66.85%
BONDS - NO		1,846	33.15%
Total Votes		5,568	
		Total	
Unresolved Write-In		0	

M. Sanger Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 36 of 36 (100.00%)

		Total	
Times Cast		21,073 / 32,288	65.27%
Undervotes		980	
Overvotes		3	
Candidate	Party	Total	
BONDS - YES		11,580	57.64%
BONDS - NO		8,510	42.36%
Total Votes		20,090	
		Total	
Unresolved Write-In		0	

H. Fresno Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 152 of 152 (100.00%)

		Total	
Times Cast		105,094 / 181,806	57.81%
Undervotes		6,128	
Overvotes		12	

Candidate	Party	Total	
BONDS - YES		63,804	64.48%
BONDS - NO		35,150	35.52%
Total Votes		98,954	
		Total	
Unresolved Write-In		0	

P. Parlier Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 18 of 18 (100.00%)

		Total	
Times Cast		2,798 / 5,533	50.57%
Undervotes		148	
Overvotes		0	
Candidate	Party	Total	
BONDS - YES		1,829	69.02%
BONDS - NO		821	30.98%
Total Votes		2,650	
		Total	
Unresolved Write-In		0	

J. City of Coalinga Transaction and Use Tax Measure (50% +1 to pass) (Vote for 1)

Precincts Reported: 12 of 12 (100.00%)

		Total	
Times Cast		3,774 / 6,082	62.05%
Undervotes		165	
Overvotes		1	
Candidate	Party	Total	
NO		1,868	51.77%
YES		1,740	48.23%
Total Votes		3,608	
		Total	
Unresolved Write-In		0	

D. Dinuba Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		5 / 19	26.32%
Undervotes		0	
Overvotes		0	

Candidate	Party	Total	
BONDS - NO		5	100.00%
BONDS - YES		0	0.00%
Total Votes		5	

		Total	
Unresolved Write-In		0	

K. Kingsburg Joint Unified High School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 10 of 10 (100.00%)

		Total	
Times Cast		6,555 / 8,773	74.72%
Undervotes		239	
Overvotes		0	

Candidate	Party	Total	
BONDS - YES		3,553	56.25%
BONDS - NO		2,763	43.75%
Total Votes		6,316	

		Total	
Unresolved Write-In		0	

F. Firebaugh-Las Deltas Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 8 of 8 (100.00%)

		Total	
Times Cast		1,874 / 3,576	52.40%
Undervotes		73	
Overvotes		0	

Candidate	Party	Total	
BONDS - YES		1,182	65.63%
BONDS - NO		619	34.37%
Total Votes		1,801	

		Total	
Unresolved Write-In		0	

N. Fig Garden Fire Protection District Board of Directors Expansion Measure (50% +1 to pass) (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		1,206 / 1,386	87.01%
Undervotes		84	
Overvotes		0	

Candidate	Party	Total	
YES		871	77.63%
NO		251	22.37%
Total Votes		1,122	
		Total	
Unresolved Write-In		0	

T. City of Selma Term Limits Measure (50% +1 to pass) (Vote for 1)

Precincts Reported: 18 of 18 (100.00%)

		Total	
Times Cast		6,576 / 11,164	58.90%
Undervotes		277	
Overvotes		4	

Candidate	Party	Total	
YES		5,292	84.07%
NO		1,003	15.93%
Total Votes		6,295	
		Total	
Unresolved Write-In		0	

A. Clovis Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 80 of 80 (100.00%)

		Total	
Times Cast		111,533 / 148,876	74.92%
Undervotes		7,417	
Overvotes		11	

Candidate	Party	Total	
BONDS - YES		60,003	57.64%
BONDS - NO		44,102	42.36%
Total Votes		104,105	
		Total	
Unresolved Write-In		0	

V. City of Firebaugh – City Clerk Measure (50% +1 to pass) (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,762 / 3,402	51.79%
Undervotes		123	
Overvotes		0	

Candidate	Party	Total	
YES		903	55.09%
NO		736	44.91%
Total Votes		1,639	
		Total	
Unresolved Write-In		0	

W. City of Firebaugh – City Treasurer Measure (50% +1 to pass) (Vote for 1)

Precincts Reported: 3 of 3 (100.00%)

		Total	
Times Cast		1,762 / 3,402	51.79%
Undervotes		182	
Overvotes		0	

Candidate	Party	Total	
YES		884	55.95%
NO		696	44.05%
Total Votes		1,580	
		Total	
Unresolved Write-In		0	

X. Central Unified School District School Bond (55% Required to Pass) (Vote for 1)

Precincts Reported: 37 of 37 (100.00%)

		Total	
Times Cast		27,827 / 43,637	63.77%
Undervotes		1,622	
Overvotes		4	

Candidate	Party	Total	
BONDS - YES		16,820	64.20%
BONDS - NO		9,381	35.80%
Total Votes		26,201	
		Total	
Unresolved Write-In		0	

R. City of Sanger Transaction and Use Tax Measure (2/3's to pass) (Vote for 1)

Precincts Reported: 11 of 11 (100.00%)

		Total	
Times Cast		7,809 / 13,102	59.60%
Undervotes		317	
Overvotes		2	

Candidate	Party	Total	
YES		5,615	74.97%
NO		1,875	25.03%
Total Votes		7,490	
		Total	
Unresolved Write-In		0	

BB. Ashlan-Hayes Reorganization (50% +1 to pass) (Vote for 1)

Precincts Reported: 2 of 2 (100.00%)

		Total	
Times Cast		83 / 137	60.58%
Undervotes		7	
Overvotes		0	
Candidate	Party	Total	
NO		64	84.21%
YES		12	15.79%
Total Votes		76	
		Total	
Unresolved Write-In		0	

Y. City of Clovis Sales and Use Tax Measure (50% +1 to pass) (Vote for 1)

Precincts Reported: 25 of 25 (100.00%)

		Total	
Times Cast		56,410 / 75,210	75.00%
Undervotes		3,085	
Overvotes		1	
Candidate	Party	Total	
YES		35,686	66.92%
NO		17,638	33.08%
Total Votes		53,324	
		Total	
Unresolved Write-In		0	

Z. City of Huron Mayoral Term Measure (50% +1 to pass) (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		692 / 1,336	51.80%
Undervotes		28	
Overvotes		0	

Candidate	Party	Total	
YES		405	60.99%
NO		259	39.01%
Total Votes		664	

		Total	
Unresolved Write-In		0	

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-9

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Proposed Revision for Board Bylaw 9100 – G2

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for the following Board Bylaw (BB):

- BB 9100 Organization

These revisions meet the California School Boards Association recommendations and best practices. In accordance with Board Bylaw 9311 - Board Policies, the Interim Superintendent is recommending the Board waive the second reading for approval.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

Red strikeout – Recommended deletion

Green font - CDE/FPM/Legal required change

Purple font - Information change

Blue font – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia, Executive Director

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559) 457-3736

CABINET APPROVAL: Ambra O'Connor, Chief of Staff

INTERIM SUPERINTENDENT APPROVAL:



Fresno Unified Board Bylaw (BB) 9100

Organization

Annual Organizational Meeting

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within 15-day following the second Friday in December after the regular election. During all other years, the meeting shall be held on any date in December, but no later than December 20th. (Education Code 35143)

During any year in which a regular election is conducted, the Board, at its regular meeting held immediately prior to the second Friday in December, shall select the day and time of the organizational meeting. For any other year, the day and time of the organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the Superintendent shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. In open session, elect a president and a clerk from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates
6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

The officers of the Board shall consist of the President of the Board (Board President) and the Clerk. A Board Member must have served on the Board for at least one year immediately preceding the selection and have completed Board Governance training to be eligible to serve as Board President. No Board Member shall be eligible for two consecutive terms as Board President. Each year at the **organizational meeting first meeting in January**, the Board shall select a Board President and a Clerk on a rotational basis.

The Board Member who served as Clerk the previous year shall serve as Board President. The Board Member whose trustee area number immediately follows that of the incoming Board President, by increasing numerical order, shall serve as Clerk. The Clerk is identified as Acting Board President in accordance with Board Bylaws. However, the Board, by majority vote, may vary from the rotation.

Whenever the office of Board President or Clerk rotates to a Board Member who is not eligible to hold office or who desires not to serve, the office shall rotate to the next eligible Board Member by trustee area number, in increasing numerical order, and continues the rotation forward. Any vacancy in office shall also be filled in the same fashion, by rotating the office to the next eligible Board Member by trustee area number, in increasing numerical order.

Vacancy in Office

If a vacancy occurs, Board Members will advance to the next position in the rotation process.

If a vacancy occurs prior to or on June 30, the rotation will be considered one rotation. If the rotation occurs after June 30, it will be considered an early rotation for the following year.

(cf. 9123 - Clerk)

Removal of Board President and/or Clerk

If either the Board President and/or Clerk are formally censured, the Board may remove either the Board President and/or Clerk by a two-thirds majority vote.

The Board President (or Board Clerk if the Board President is the subject of the removal) shall place the matter on the Board's agenda at an upcoming regular Board meeting, or call a special Board meeting, within a reasonable period of time, for an open session discussion of the proposed removal.

The removal of either the Board President and/or Clerk causing a vacancy in either office shall also be filled in the same order, as stated above.

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9005.1 - Censure Policy and Procedures)

(cf. 9230 - Orientation)

(cf. 9240 - Board Training)

(cf. 9223 - Filling Vacancies)

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

Legal Reference:

EDUCATION CODE

5017 Term of Office

35143 Annual organizational meetings; date and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 Ops. Cal. Atty. Gen. 65 (1985)

59 Ops. Cal. Atty. Gen. 619, 621-622 (1976)

Bylaw FRESNO UNIFIED SCHOOL DISTRICT

adopted: September 24, 1998 Fresno, California

reviewed: January 12, 2000

reviewed: June 18, 2008

revised: June 1, 2016

revised: May 22, 2024

Policy Section: 9000 Bylaws

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-10

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve the 2024/25 Classified Hourly Minimum Wage Salary Schedule Revisions Reflecting Minimum Wage Increase – G2

ITEM DESCRIPTION: Included in the Board binders is the 2024/25 Classified Hourly Minimum Wage Salary Schedule for approval.

FINANCIAL SUMMARY: Sufficient funds are available in the district budget.

PREPARED BY: Malati Gopal

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL:



FRESNO UNIFIED SCHOOL DISTRICT

Classified Hourly - Minimum Wage Salary Schedule

2024-2025

Effective January 1, 2025

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
G01	Noon-time Assistant	NTA2	\$16.5000				

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-11

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve 2024/25 Salary Schedule Revisions Reflecting Minimum Wage Adjustment Increase – Classified Management Daily Salary Schedule 261 Duty Days – G1

ITEM DESCRIPTION: Included in the Board binders for consideration and approval/ratification is the following salary schedule:

- 2024/25 Classified Management Daily Salary Schedule 261 Duty Days
- Grade E13 step 1 is adjusted to comply with regulatory requirements for exempt employees' wages which state that the lowest hourly wage amount for exempt employees must be at least double the current minimum wage.

FINANCIAL SUMMARY: Sufficient funds are available in the district budget.

PREPARED BY: Malati Gopal

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL: 

Fresno Unified School District**Classified Management Daily Salary Schedule 2024-2025****Effective January 1, 2025****Management 261 Duty Days**

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E33	Chief Operational Services Senior Executive	E169 E227	\$757.20	\$797.05	\$839.01	\$883.17	\$929.65
E32	Chief Engagement and External Partnership Officer Chief Equity and Access Chief Executive Chief Information Officer Chief of Staff (General) Chief Technology Officer	E259 E200 E236 E139 E221 E179	\$682.33	\$716.45	\$752.28	\$789.89	\$829.38
E31	Assistant Superintendent Assistant Superintendent, Operational Services Deputy Executive (General) Prevention and Intervention Executive	E159 E161 E208 E263	\$611.96	\$642.56	\$674.69	\$708.42	\$743.84
E30	Executive Officer, District & School Accountability & Improvement Executive Officer, School Leadership Executive Officer (General)	E104 E105 E220	\$576.44	\$605.26	\$635.53	\$667.30	\$700.67
E29	Administrator (General) Administrator, Human Resources / Labor Relations Executive Director (General) Executive Director, Constituent Services Executive Director, Health Service and Student Health Services Executive Director, Human Resources/Labor Relations Executive Director, Maintenance & Operations Executive Director, Purchasing Executive Director, Research Evaluation and Assessment	E195 E007 E210 E003 E264 E096 E098 E101 E094	\$540.92	\$567.96	\$596.37	\$626.17	\$657.49
E27	Director (General) Director, Benefits and Risk Management Director, Career Readiness	E219 E066 E067	\$511.27	\$536.82	\$563.64	\$591.84	\$621.45

Fresno Unified School District**Classified Management Daily Salary Schedule 2024-2025****Effective January 1, 2025****Management 261 Duty Days**

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E27	Director, Fiscal Services	E073	\$511.27	\$536.82	\$563.64	\$591.84	\$621.45
	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272					
E26	Administrative Analyst	E015	\$486.91	\$511.27	\$536.82	\$563.64	\$591.84
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
E25	Manager II (General)	E211	\$463.73	\$486.91	\$511.27	\$536.82	\$563.64
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
E24	Business Operations Manager (General)	E213	\$441.65	\$463.73	\$486.91	\$511.27	\$536.82
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
	Manager I, Communications	E142					
	Manager, Grounds and Landscape Services	E282					
E23	Executive Assistant to Superintendent	E024	\$420.62	\$441.65	\$463.73	\$486.91	\$511.27
E22	Analyst II, Budget	E261	\$400.59	\$420.62	\$441.65	\$463.73	\$486.06
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					
	Project Manager, Facilities	E122					

Fresno Unified School District**Classified Management Daily Salary Schedule 2024-2025****Effective January 1, 2025****Management 261 Duty Days**

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E22	Project Maintenance & Operations Manager Supervisor, Environmental Health & Safety Services	E256 E281	\$400.59	\$420.62	\$441.65	\$463.73	\$486.06
E21	Analyst II, Accounting/Payroll Analyst II (General) Analyst II, Fiscal Services	E199 E198 E017	\$381.52	\$400.59	\$420.62	\$441.65	\$463.74
E20	Coordinator I, Benefits Coordinator I, Community Schools** Coordinator I, Energy Management Coordinator I, Extended Learning Coordinator I, Human Resources Executive Chef	E032 E279 E232 E274 E278 E276	\$363.35	\$381.52	\$400.59	\$420.62	\$441.65
E19	Coordinator I, Purchasing Coordinator I, Workers' Compensation	E127 E175	\$346.04	\$363.35	\$381.52	\$400.59	\$420.62
E18	Analyst I, Budget Analyst I, Workers' Compensation Coordinator I, Warehouse Services	E262 E019 E133	\$329.56	\$346.04	\$363.35	\$381.52	\$400.59
E17	Analyst I, Fiscal Services Analyst I (General) Analyst I, Information Systems Analyst I, Human Resources District Supervisor II, Food Services Supervisor, Accounting Supervisor, Employee Service Center Supervisor, Environmental Services Supervisor, Payroll	E016 E218 E197 E018 E117 E267 E269 E173 E268	\$314.02	\$329.56	\$346.04	\$363.35	\$381.52
E16	District Supervisor II, Energy Educator	E135	\$298.92	\$313.85	\$329.56	\$346.04	\$363.35
E15	Athletic Trainer (Certified) District Supervisor I, Food Services District Supervisor I, Risk Management Claims Nutritionist	E229 E116 E209 E136	\$284.69	\$298.92	\$313.85	\$329.56	\$346.04

Fresno Unified School District**Classified Management Daily Salary Schedule 2024-2025****Effective January 1, 2025****Management 261 Duty Days**

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E15	Coordinator, Farm to School	E277	\$284.69	\$298.92	\$313.85	\$329.56	\$346.04
E13	District Supervisor I, Custodial Services	E030	\$258.23	\$271.13	\$284.69	\$298.92	\$313.85
	District Supervisor I, Graphic Services	E174	\$264.08				
	Manager IV, School Office	E283					

Duty Year of 261 reflects 227 duty days, 14 holidays plus 20 vacation days

Note: The number of workdays could vary between 260 to 262 depending on the calendar year. Salary payout will always be calculated based on number of workdays and holidays in a given fiscal year.

**Contingent upon approval of the California Community Schools Partnership Program Grant.

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)

Annual \$500 for B.A. + 90*

Annual \$1000 for M.A. on all classes*

Annual \$1500 for Earned Doctorate*

Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.

*Additions are non-cumulative

The intent is that management employees use annual vacation days. If not used, these days vest to the individual. Payment for unused vacation days at the time of separation from FUSD will be calculated using a divisor of 261 for 12-month employees.

B. MENTOR/LEADERSHIP COACH INCREMENT

An increment of 5% to 10% added to step and grade as part of base salary upon approval by Superintendent or Chief of HR/LR

C. CHALLENGING ASSIGNMENT INCENTIVE

Up to 10% increase to base salary upon hire, promotion or reassignment to a position among the most challenging assignments upon approval by Superintendent or Chief of HR/LR.

The intent with respect to the Mentor/Leadership Coach Increment and the Challenging Assignment Incentive is that these two opportunities are mutually exclusive such that no manager/supervisor may receive both the Increment and the Incentive at the same time.

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-12

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Amendment No. 1 to Employment Agreement for Mao Misty Her, Interim Superintendent G-2

ITEM DESCRIPTION: Included in the Board binders is an Oral Report on the Interim Superintendent's salary for the Board President to present in open session as required by Government Code section 54953(c)(3). Also included for the Board's consideration and approval is Amendment No. 1 to the Interim Superintendent's Employment Agreement dated December 18, 2024, and is made in reference to the May 08, 2024, Interim Superintendent Employment Agreement. This amendment shall continue until a successor Superintendent is hired and commences employment, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement. Costs will be as stated in the Oral Report and as noted in the terms of Amendment No. 1 to the Interim Superintendent's Employment Agreement, which shall be available for review in the Board of Education Office on or before December 18, 2024.

FINANCIAL SUMMARY: Noted in the terms of Amendment No. 1 of the Interim Superintendent's Employment Agreement.

PREPARED BY: Patrick Jensen

DIVISION: Business & Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

INTERIM SUPERINTENDENT APPROVAL: 



FRESNO UNIFIED SCHOOL DISTRICT

Regular Board Meeting
December 18, 2024

THE BOARD PRESIDENT MUST READ THE FOLLOWING STATEMENT IN OPEN SESSION BEFORE ACTION ON THE ADDENDUM TO THE INTERIM SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Government Code section 54953(c)(3) of the Brown Act requires that this Board make an oral report in open session before taking action on certain terms of an employment agreement for a local agency executive such as the Interim Superintendent. The oral report must summarize any terms related to compensation including salary and/or fringe benefits.

Consistent with this requirement, the District is providing the following oral summary pertaining to compensation and fringe benefits, as set forth in the proposed Addendum to the Interim Superintendent Employment Agreement between Fresno Unified School District and Mao Misty Her.

In order to conform to District management employment agreements generally, the Addendum modifies the Interim Superintendent Employment Agreement, as follows:

1. Interim Superintendent is to receive one-time, off salary schedule payments equal to 2.5% of her salary for 2024-2025 and 2025-2026.
2. Interim Superintendent is to receive annual salary adjustments (increase or decrease) by a percentage equal to the percentage adjustment for management employees generally.
3. Interim Superintendent's work year and corresponding salary is to be reduced in the same manner as any reduction in workdays or work year, and any corresponding salary, implemented for District management employees generally or other employee groups.
4. Interim Superintendent is to receive vacation benefits corresponding to District management generally, as reflected in section 3e of the Deputy Superintendent Employment Agreement dated March 11, 2021.

5. The District will pay for the Interim Superintendent to join no more than two professional organizations.

That concludes the Board's report pursuant to Government Code section 54953(c)(3). I will now open this item for discussion and action.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT
Between The
FRESNO UNIFIED SCHOOL DISTRICT
And
MAO MISTY HER, INTERIM SUPERINTENDENT

This Amendment No. 1 is dated December 18, 2024 and is made in reference to the May 8, 2024 Interim Superintendent Employment Agreement (“Agreement”) between the Fresno Unified School District (“District”) and Mao Misty Her (“Ms. Her,” or “Interim Superintendent”) (collectively, the “Parties”). This Amendment to the Interim Superintendent’s Employment Agreement shall be effective as set forth below.

WHEREAS, as stated in section 12 of the Agreement, any change in the terms of the Agreement must be by written instrument executed by both Parties; and

WHEREAS, the Parties did not intend to exclude from the Interim Superintendent’s Agreement any terms previously contracted with Ms. Her affecting salary and benefits; and

WHEREAS, the Parties desire, by this amendment, to reconcile the Interim Superintendent’s Agreement with the District’s existing executive contracts.

NOW, THEREFORE, the Parties hereby agree to modify the Interim Superintendent’s Employment Agreement as set forth below:

A. Section 5, “Compensation,” shall be modified by adding the following:

Effective July 1, 2024, the Interim Superintendent shall receive a one-time, off salary schedule payment in the same amount and paid in the same manner as any one-time, off salary schedule payment made to management employees generally including 2.5% of annual salary for 2024-2025 and 2.5% of annual salary for 2025-2026.

During the term of this Agreement, the Interim Superintendent’s annual salary as set forth in Section 5 shall be increased or decreased by a percentage equal to the percentage increase or decrease applied to the salary schedules for management employees generally. Any such increase or decrease in the Interim Superintendent’s annual salary shall take effect on the same date as the increase or decrease to all management salary schedules, unless otherwise ordered by the Board.

During the term of this Interim Superintendent Agreement, the Interim Superintendent’s workdays and/or work year shall be reduced with a corresponding reduction of salary to the same extent and in the same manner as any reduction in workdays and/or work year results in a salary reduction for the District’s management employees generally and/or any other employee group, whether represented or not represented.

B. **Section 7, “Professional Schedule, Fringe Benefits,” shall be modified as indicated below in bold italic:**

(B) The Interim Superintendent shall earn one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement, ***and shall receive Vacation in accordance with section 3e of the Deputy Superintendent Employment Agreement dated March 11 2021.***

C. **Section 8, “Professional Activities,” shall be modified as indicated below in bold italics:**

(A) The District encourages the Interim Superintendent to participate in professional organizations and activities ***and will pay the standard/customary cost of no more than two (2) professional organizations selected by the Interim Superintendent.***

Except as specifically modified herein, all other terms and conditions contained in the May 8, 2024 Interim Superintendent Employment Agreement shall remain unchanged and in full force and effect.

Dated this 18 day of December, 2024.

Valerie F. Davis, President
Board of Education
Fresno Unified School District

Misty Her
Interim Superintendent
Fresno Unified School District

I, Genoveva Islas, Clerk of the Board of Education of the Fresno Unified School District, do hereby certify that the foregoing Amendment No. 1 to the Interim Superintendent Employment Agreement was approved by the District's Board of Education in open session at its regular meeting this 18 day of December, 2024.

Genoveva Islas, Clerk
Board of Education
Fresno Unified School District

**AGREEMENT FOR EMPLOYMENT OF INTERIM SUPERINTENDENT
BETWEEN
FRESNO UNIFIED SCHOOL DISTRICT
AND
MAO MISTY HER**

THIS AGREEMENT is hereby made and entered into this 8th day of May, 2024 by and between the BOARD OF TRUSTEES ("Board") of the FRESNO UNIFIED SCHOOL DISTRICT ("District") and MAO MISTY HER ("Interim Superintendent" or "Ms. Her").

NOW, THEREFORE, it is hereby agreed as follows:

1. Interim Superintendent Employment

The District hereby employs Ms. Her as Interim Superintendent commencing May 8, 2024, and continuing until a successor Superintendent is hired and commences employment, unless this Agreement is earlier terminated in accordance with paragraph 9, below. Any extension of this Contract shall be effective only upon action by the Board in open session at a regular public meeting [Gov. Code § 54956(b)]. Ms. Her acknowledges this contract contains no promise or warranty of any kind regarding the length of or other terms or conditions of employment as Interim Superintendent except as expressly provided herein.

2. General Terms and Conditions of Employment

This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the California State Board of Education, and the District. Said laws, rules and regulations are hereby made a part of the terms and conditions of this Agreement as though herein set forth, provided however that this Agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties

(A) The Interim Superintendent shall perform the powers and duties of the position of Superintendent, in accordance with the laws of the State of California (including, but not limited to, Education Code 35035), the lawful policies and enactments of the Board, and the position description for District Superintendent, as enacted or amended by the Board from time to time.

(B) The Interim Superintendent shall have full and exclusive authority immediately to execute any and all documents that call for the signature of the District superintendent.

(C) The Interim Superintendent shall have responsibility for initiating and directing all District programs, operations and activities, subject to approval by the Board.

(D) The Interim Superintendent shall have responsibility for all personnel matters, including selection, assignment, evaluation, and transfer of employees, subject to approval by the Board.

(E) The Interim Superintendent shall also: (1) periodically evaluate or cause to be evaluated all District employees; (2) advise the Board of sources of funds that might be available to

implement present or contemplated District programs; (3) assume responsibility for those duties specified in Education Code Section 35250; (4) endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate professional associations; (5) establish and maintain positive community, staff, and Board relations; (6) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those matters; (7) recommend District goals and objectives to the Board; (8) attend all regular, special, and executive session meetings of the Board; (9) provide educational/instructional leadership to ensure quality teaching and learning; and (10) perform other duties and functions as assigned or required by the Board.

(F) The Board acknowledges and agrees that Interim Superintendent will oversee and delegate any necessary duties and functions that have been under the purview of the Deputy Superintendent position.

4. Evaluation

The Board may informally assess and discuss the performance of the Interim Superintendent at its discretion during the course of this Agreement. Such informal discussions may be based on, but not necessarily limited to, the duties outlined in this Agreement, including Board-adopted priority tasks and other goals and objectives established by the Board in consultation with the Interim Superintendent.

5. Compensation

In consideration of providing services as the Interim Superintendent, Ms. Her shall be compensated at an annualized salary of \$355,318.11 (prorated for work days served), beginning May 8, 2024, until a successor Superintendent is hired and begins rendering service or Ms. Her returns to her position as Deputy Superintendent under the provisions of this Agreement, whichever occurs first. The Interim Superintendent salary is calculated as follows: Ms. Her's current base salary of 293,319.17, plus a 7.5% career increment (per Amendment No. 1 of December 13, 2023 to Deputy Superintendent contract), subtotal \$315,318.11, plus a \$40,000.00 increase for Interim Superintendent services, total \$355,318.11.

The Interim Superintendent's salary during the term of this Agreement shall be payable in equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Interim Superintendent. Employer and employee contributions to the California State Teachers Retirement System shall be provided for in this compensation program.

6. Professional Schedule, Fringe Benefits

(A) The Interim Superintendent shall devote such time as necessary to fulfill the duties set forth in this Agreement, and may engage in outside professional activities, such as speaking and writing, on days when the Interim Superintendent is not working in service of the District, provided such activities do not interfere with the Interim Superintendent's duties pursuant to this Agreement.

(B) The Interim Superintendent shall earn one (1) day of sick leave with pay for each full month of service rendered during the term of this Agreement.

(C) The Interim Superintendent shall be eligible to participate in the District's health and welfare benefit program on the same terms and conditions, and subject to the same limitations, as

the District's certificated management staff, as those benefits, costs, plans, providers and other terms and conditions may change from time to time.

(E) The District shall provide the Interim Superintendent an expense allowance of \$1,000.00 per month for the payment of reasonable actual and necessary automobile expenses incurred for travel within Fresno County and business related expenses incurred by the Superintendent in the course and scope of the Interim Superintendent's employment.

7. Professional Activities

(A) The District encourages the Interim Superintendent to participate in professional organizations and activities.

(B) The Interim Superintendent may attend professional meetings at the local, county, state, and national levels. Prior notice and approval of the Board shall be obtained when the Interim Superintendent attends state and national functions, and all actual and necessary expenses of attendance shall be paid by the District. In case of an emergency attendance requirement, the President of the Board shall be notified, and the expenses shall be ratified at the next appropriate Board meeting.

8. Option to Terminate

(A) The Board and Interim Superintendent may, by mutual written agreement, terminate this Agreement at any time.

(B) The Board unilaterally and without cause may terminate this Agreement and the Interim Superintendent's employment, without penalty, upon providing fourteen (14) days' written notice to the Interim Superintendent. In the event of such termination, the Interim Superintendent shall be entitled to no further compensation except payment of salary for work actually performed prior to the effective date of termination.

(C) This Agreement shall automatically terminate upon the effective date of hiring a successor Superintendent by the Board.

(E) The Interim Superintendent may elect to terminate this Agreement without penalty upon providing 72 hours' written notice during the term of the Agreement. Said notice shall be delivered in writing to the President of the Board.

9. Government Code Section 53243

Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243, et seq. (effective January 1, 2012), in the event the Interim Superintendent is convicted of a crime constituting "abuse of office," the Interim Superintendent shall reimburse the District to the fullest extent mandated by Government Code section 53243, et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243, et seq.

10. Savings Clause

If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions shall not be deemed

valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

11. Retreat/Successor Rights

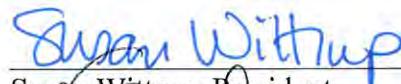
In the event Ms. Her is selected as the successor District superintendent, or if this Agreement terminates pursuant to its terms, Ms. Her shall have the right, in the latter case, to return to her position with the District as Deputy Superintendent and, in either case have any and all contractual or statutory rights and entitlements, including but not limited to, One Time Off Salary Schedule Payments, Vacation and Tax Deferred Compensation Plan provided in Ms. Her's Deputy Superintendent Employment Agreement, fully restored, retroactive to May 8, 2024.

12. Complete Agreement

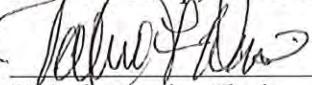
This Agreement is the full and complete contract between the parties hereto. Any amendment, modifications, or variations from the terms of this Agreement shall be in writing and shall be effective only upon approval of such amendment, modification, or variation by the Board and the Interim Superintendent.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this agreement on the day and year above written.

GOVERNING BOARD OF THE FRESNO UNIFIED SCHOOL DISTRICT



Susan Wittrup, President



Valerie Davis, Clerk

Date of Acceptance: 5/8/2024



Mao Misty Her

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-13

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement with Hacer Bien, LLC, Dr. Cheryl James-Ward for Anti-bias and Mitigation Training

ITEM DESCRIPTION: Included in the Board binders is a contract with Hacer Bien, LLC, Dr. Cheryl James-Ward, to provide training sessions on implicit bias-related identifiers to interviewing new leaders.

To strengthen our district's commitment to equity and inclusion, Dr. Ward will lead an anti-bias and mitigation training aimed at district leaders, including executive cabinet members, principals, and vice principals. This training is specifically designed to enhance our leaders' ability to identify and address biases during the interview process and within the broader school and community context.

This training initiative will be conducted on two levels:

Level 1 Training is targeted at executive cabinet members, principals, and vice principals who are part of the new leader interview panel. The training will consist of four interconnected sessions, each lasting three hours, focused on awareness and practical strategies for bias mitigation. In addition, principals and vice principals will participate in an equity walk to apply their learning directly in real-world contexts, observing and reflecting on equity-related practices within school environments.

Level 2 Training is designed to deepen the skills of principals and vice principals, equipping them to actively address biases within their schools. This level also includes four three-hour sessions and an equity walk, with the goal of preparing leaders to facilitate fair and inclusive hiring practices, support staff development, and cultivate a supportive and equitable school climate.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$27,700 are available in the Leadership Development budget.

PREPARED BY: Kimberly Villescaz, Ed. D.

DIVISION: Human Resources – Leadership Development

CABINET APPROVAL PHONE: (559) 457-3713

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

INTERIM SUPERINTENDENT APPROVAL: 



Contract Number: 223210

Cheryl M James-Ward
Vendor Name

5627145027

Phone Number

Term (Duration) From: 12/19/2024

FUSD Contract Administrator:

Kimberly.Villescaz@fresnounified.org
Name

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

Federal Funding Will Not Be Used

3830 Valley Centre Drive Ste 705 Pmb 341
Address

Cheryl James-Ward
Vendor Contact

Through: 6/30/2025

Leadership Development
Site/Dept

060 9075 0702 5899 1110 2140

Contract Amount: \$27,700.00

Authorized as Not to Exceed

Scope of Work Summary: *Provide Training Sessions On Implicit Bias Related To Interviewing New Leaders.*
FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. No, this is not applicable to the scope of work

Routing Order:

- 1) Reviewed & approved by **Department:**
- 2) Reviewed & approved by **Cabinet Level:**
- 3) Vendor
- 4) Reviewed & approved by **Risk Management:**
- 5) Reviewed & approved by **Chief Financial Officer:**

Kimberly Villescaz

David Chavez

Marissa Britto

Ami Perez

Please return signed agreement back to (name/email) : Marissa.Britto@FresnoUnified.org

Routing: *Board Date(if applicable): 12/18/2024*

2309 Tulare Street,
Fresno, CA 93721

Stay Connected with Fresno Unified:
www.fresnounified.org

1 Independent Contractor Services Agreement

2309 Tulare Street, Fresno, CA 93721
 Stay Connected with Fresno Unified:
www.fresnouified.org

GENERAL INFORMATION

Contract Number: 223210

Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	060	9075	0702	5899	1110	2140
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Contractor's Vendor Name: ***Cheryl M James-Ward***

Contractor's Contact Person: ***Cheryl James-Ward***

Contractor's Title: ***Consultant***

Contractor's Telephone Number: ***5627145027***

Contractor's E-mail: ***Cward@sdsu.edu***

Contractor's Address: ***3830 Valley Centre Drive Ste 705 Pmb 341***

This Independent Contractor Services Agreement is made and entered into effective 12/19/2024 (the "Effective Date") by Fresno Unified School District ("District") and *Cheryl M James-Ward* ("Contractor").

I. **Contractor Services.** Contractor agrees to provide

a.) **OBJECTIVE:** Provide four 3-hour Level 1 Training sessions for District Leadership and four 3-hour Level 2 training sessions for Principals/Vice Principals and district leaders.

b.) **REQUIREMENTS:** Provide Level 1 training to District Leadership (Up to 25 participants) and Level 2 training to Principals and Vice Principals (Up to 25 participants)

c.) **SPECIFIC TASKS:**

- Level 1 for District Leadership

a) Four 3-hour training sessions on "Implicit Bias and Mitigation Strategies" designed to support district leaders in addressing and

overcoming biases related to interviewing new leaders and addressing biases within the schools and communities.

i) Day 1: Self Reflection and Implicit Bias Awareness

- FUSD GLA Practicum and Rubric Review

- Self-Assessment: Reflective Practice on Assumptions, Values, and Beliefs

- Introduction to Racism and Implicit Bias

- Understanding Privilege: A Survey of Privilege and Entitlement

i) Day 2: Cultural Proficiency in Leadership

- Understanding Personal and Professional Identify as School Leaders

- Cultural Proficiency and the Continuum

- Tools for Cultural Proficiency

- Implicit Bias in Education and Health Sectors

- Barriers to Cultural Proficiency

i) Day 3: Addressing Implicit Bias and Organizational Incompetence

- Personal Reflections on Cultural Proficiency
- The Essential Elements of Cultural Proficiency
- Barriers to Cultural Proficiency
- Understanding Culturally Incompetent Organizations
- Implicit Bias in Assessments and Neuroscience

i) Day 4: Action and Next Steps in Cultural Competence

- Discussion on Cultural Autobiographies
- Guarding Against Implicit Bias
- Applying Cultural Competence Knowledge
- Next Steps in the Journey to Cultural Competence

- Level 2 for Principals and Vice Principals (and district leaders)

a) Four 3-hour training sessions on "Implicit Bias and Mitigation Strategies" designed to support principals and vice principals (and district

leaders) in addressing and overcoming biases within their school sites, interviewing new leaders/teachers, and supporting their school

staff.

i) Day 1: Foundations of Racial Equity Leadership

- Review of FUSD's GLA Practicum Rubric
- Race, Racial Equity, and Leadership
- Reflective Practice on Assumptions, Values, and Beliefs
- Introduction to the 4 Capitals (Human, Social, Cultural, and Financial)
- Understanding Implicit Bias
- Privilege and Entitlement: A Survey

i) Day 2: Tools for Leading Racial Equity

- Conditions for Racial Equity Leadership
- The Cultural Proficiency Continuum
- Tools for Cultural Proficiency
- Cultural Proficiency as an Educational Leadership Framework
- Implicit Bias in Education and Healthcare

i) Day 3: Strengthening Cultural Competence in Leadership

- The Essential Elements of Cultural Competence
- Barriers to Cultural Proficiency
- Understanding Culturally Incompetent Organizations
- Implicit Bias in Assessment and Neuroscience

i) Day 4: From Knowledge to Action

- Keys to Racial Equity
- Applying Cultural Competence Knowledge
- Strategies for Guarding Against Implicit Bias
- Equity and Instruction

i) Day 5: School Equity Walks

- Morning Group
 - a) Site Overview
 - b) Equity Walks
 - c) Debrief Session
- Afternoon Group
 - a) Site Overview
 - b) Equity Walks
 - c) Debrief Session

d.) DELIVERABLES AND DELIVERY SCHEDULE: All training will be held in person at FUSD. After each level of training, the Leadership Development's Executive Officer will sign off on work for payment.

e.) NOTICE REGARDING LATE DELIVERY: If the contractor cannot fulfill training sessions, the contractor must notify the Leadership Development's Executive Officer within 30 calendar days.

f.) PERSONNEL/KEY PERSONNEL:

- Kimberly Villescaz - Executive Officer
- Gene Reinor - Vice Principal on Special Assignment
- Bonifacio Sanchez - Principal on Special Assignment
- Mari Brito - Admin Secretary II
- Irans Her - Staff Development Tech

g.) GENERAL ACCEPTANCE CRITERIA: All Levels of Implicit Bias training will happen before June 2024.

h.) LOCATION/HOURS OF WORK:

- Location: TBD (FUSD Property)
- Level 1 Total Cost (including travel): \$11,200
- Level 2 Total Cost (including travel): \$16,500

II. Academic Return on Investment

Situation	Inputs	Outputs		Outcomes <i>(Must be measurable)</i>		
Problem and Need	Investments <i>(e.g., equipment, funds, product, services, staff)</i>	Activities	Participants	Short-term <i>(Learning)</i>	Mid-term <i>(Change in Behavior or Performance)</i>	Long-term <i>(Change in Condition)</i>
		<i>What we do</i>	<i>Who we reach</i>	<i>Expect to see</i>	<i>Want to see</i>	<i>Hope to see</i>
Leaders serving on the interview panels hold unconscious biases that show up in rating candidates. Panels need training on "Implicit Bias and Mitigation Strategies" designed to support district leaders in addressing and overcoming biases related to interviewing new leaders and addressing biases within the schools and communities.	<ul style="list-style-type: none"> • Funding for workshops and tools. • Trained facilitators on implicit bias and DEI (Diversity, Equity, Inclusion). 	<ol style="list-style-type: none"> 1. Conduct workshops on recognizing and mitigating implicit bias. 2. Facilitate focus groups to gather feedback on perceived inequities. 3. Create accessible training materials and e-learning modules. 4. Establish DEI committees to sustain efforts. 	32 site leaders and 8 executive cabinet leaders	<ul style="list-style-type: none"> • Increased awareness of personal and systemic biases among participants. • Development of shared language for discussing bias and inclusion. • Completion rates for training programs at 90% or higher. 	<ul style="list-style-type: none"> • Adoption of bias mitigation strategies in daily interactions and decisions. • Increased reporting of bias-related incidents to appropriate channels. • Policy revisions to address systemic inequities (e.g., hiring practices, curriculum design). 	<ul style="list-style-type: none"> • Reduction in documented disparities (e.g., pay gaps, discipline rates, achievement gaps). • Improved workplace and community satisfaction as measured by climate surveys. • Sustained culture of equity and inclusion across Fresno Unified and its communities.

III. Terms and Conditions

1. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
2. **Term.** This Agreement shall begin on 12/19/2024, and shall terminate on 6/30/2025. There shall be no extension of the term of the agreement without express written consent from all parties.
3. **Payment.** District agrees to pay Contractor at following rate of \$27,700.00 per year, not to exceed \$27,700.00. Checks will be made payable to Cheryl M James-Ward. 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.

4. Incidental Expenses.	No	(If Yes, see a-f)
a.	Lodging <u>\$0.00</u>	Actual cost. Not to exceed IRS Travel per diem limits *Receipt Required.
b.	Meals <u>\$0.00</u>	Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner *Receipt Required.
c.	Travel <u>\$0.00</u>	Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
d.	Supplies <u>\$0.00</u>	As negotiated with school/department contracting for service.
e.	Total Estimated Cost (Sum of paragraphs 4 and 5a – d): <u>\$27,700.00</u>	
f.	Other	<u>\$0.00</u>

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are NOT a current FUSD employee <small>(including supplemental/non-perm) (must mark Yes to confirm. If employment relationship exists contact purchasing.)</small>	<input type="radio"/>	<input checked="" type="radio"/>
6. Contractor is a <u>CalPERS or CalSTRS</u> retiree?	<input checked="" type="radio"/>	<input type="radio"/>
7. California Residency. Contractor is exempt from nonresident withholding in California	<input type="radio"/>	<input checked="" type="radio"/>

8. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to <https://ppc.cpa/fresno-unified-fraud-alert-form>. 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.
9. **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 CJW

10. **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 David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. **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.

12. **Confidential Information**

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

13. 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.

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

- a. The Contractor's defense obligations (with counsel approved by District), shall arise immediately upon tender of any of the Indemnities, and the defense shall be paid at Contractor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the Indemnities, notwithstanding whether liability is, can be or has yet been established.
- b. The Contractor shall pay and satisfy any judgment, award or decree that may be rendered against any of the Indemnities, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnities, and each of them, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- c. Acceptance of insurance certificates and endorsements required under the contract does not relieve the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention maybe 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 this 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.

16. **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.
17. **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.
18. **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 required per this contract: No, this is not applicable to the scope of work

"Fingerprinting Requirements," is expressly understood and agreed to by the parties hereto:

Contractor's initials CJW
U.W

District's initials AL
AL

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

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

District:

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

Contractor: Cheryl M James-Ward

Name: Cheryl James-Ward

Address: 3830 Valley Centre Drive Ste 705 Pmb 341

c: Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

27. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.

28. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

29. Construction. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.

30. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

31. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

32. Board Approval. For contracts in excess of **\$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

33. Vendor Requested Special Terms and Conditions (if applicable). District's initials AL

34. The complete Agreement includes and incorporates by reference herein all of the "Contract Documents" which includes: all terms and conditions of this agreement, Academic Return on Investment Exhibit, provisions of required forms, any appendix, schedules, or attachments, and all modifications, and amendments.

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

Approved As To Form: 
by: Ann Loorz, Executive [Ann Loorz \(Dec 11, 2024 14:51 PST\)](#)
Director, Purchasing Department

c/o Stacey Sandoval, Executive Director Risk
Management

Dec 11, 2024

Date

CONTRACTOR

Cheryl M James-Ward



Name:Cheryl James-Ward , Title:
Consultant

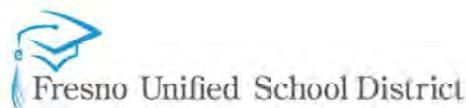
Dec 11, 2024

Date

Contract: 223210 CHERYL M JAMES-WARD

FUSD Contract Administrator:
Kimberly.Villescaz@fresnounified.org

Attachments



PURCHASING

4498 N. Brawley
Fresno, CA 93722
559-457-3588

Contractor Name:

Hacer Bien LLC., Dr. Cheryl James-Ward

Proposal for Fresno Unified School District

Level 1 Total Cost: \$11,200 (Including \$1200 in traveling cost)

Level 2 Anticipated Cost \$16,500 (Including \$1500 in traveling cost)

Total Anticipated Cost \$27,700

Level 1 Training Agenda and Key Learning Outcomes:

For District Leadership (Up to 25 participants)

Training Overview: Four **3-hour** training sessions on "Implicit Bias and Mitigation Strategies" designed to support district leaders in addressing and overcoming biases related to interviewing new leaders and addressing biases within the schools and communities.

Required Resources:

1. *Culturally Proficient Leadership: The Journey Begins Within* (2018) by Terrell, R., Terrel, E., Lindsey, R., & Lindsey, D.
 - This textbook will help participants examine their own beliefs and implicit biases.
2. *The State of the Science of Implicit Bias Review* (2017 Edition) by The Ohio State University.
 - This report will explore the pervasive effects of implicit bias in various workforce sectors, particularly its impacts on education.

Day 1 – Theme: *Self-Reflection and Implicit Bias Awareness*

- Fresno Unified GLA Practicum and Rubric Review
- Self-Assessment: Reflective Practice on Assumptions, Values, and Beliefs
- Introduction to Racism and Implicit Bias
- Understanding Privilege: A Survey of Privilege and Entitlement

Day 2 – Theme: *Cultural Proficiency in Leadership*

- Understanding Personal and Professional Identity as School Leaders
- Cultural Proficiency and the Continuum
- Tools for Cultural Proficiency
- Implicit Bias in Education and Health Sectors
- Barriers to Cultural Proficiency

Day 3 – Theme: *Addressing Implicit Bias and Organizational Incompetence*

- Personal Reflections on Cultural Proficiency
- The Essential Elements of Cultural Competence
- Barriers to Cultural Proficiency
- Understanding Culturally Incompetent Organizations
- Implicit Bias in Assessments and Neuroscience

Day 4 – Theme: *Action and Next Steps in Cultural Competence*

- Discussion of Cultural Autobiographies
- Guarding Against Implicit Bias
- Applying Cultural Competence Knowledge
- Next Steps in the Journey to Cultural Competence

Level 2 Training/Deliverables:

For principals, vice principals and (district leaders completing Level 2 training) (Up to 25 participants per session)

Training Overview:

- Four **3-hour** professional development sessions on "Implicit Bias and Mitigation Strategies" tailored for school site leaders.
- **One full day** of Equity Walks, divided into two groups (Morning & Afternoon sessions).

Required Resources:

1. *Courageous Conversations About Race* (Third Edition) by Glenn Singleton
 - Provides practical strategies for addressing racism within school communities.
2. *Culturally Proficient Learning Communities* (2009) by Lindsey, D., Jungwirth, L., Jarvis, P., & Lindsey, R.
 - Guides leaders in initiating cultural proficiency work and fostering inclusive environments.
3. *The State of the Science of Implicit Bias Review* (2017 Edition) by The Ohio State University

- Offers insight into the impact of implicit bias on education and students.

Level 2 Training Agenda and Key Learning Outcomes:

Training Overview: Four 3-hour training on "Implicit Bias and Mitigation Strategies designed to support principals and vice principals (and district leaders) in addressing and overcoming biases within their schools sites, interviewing new leaders/teachers and supporting their school staff.

Day 1 – Theme: *Foundations of Racial Equity Leadership*

- Review of Fresno Unified GLA Practicum Rubric
- Race, Racial Equity, and Leadership
- Reflective Practice on Assumptions, Values, and Beliefs
- Introduction to the 4 Capitals (Human, Social, Cultural, and Financial)
- Understanding Implicit Bias
- Privilege and Entitlement: A Survey

Day 2 – Theme: *Tools for Leading Racial Equity*

- Conditions for Racial Equity Leadership
- The Cultural Proficiency Continuum
- Tools for Cultural Proficiency
- Cultural Proficiency as an Educational Leadership Framework
- Implicit Bias in Education and Healthcare

Day 3 – Theme: *Strengthening Cultural Competence in Leadership*

- The Essential Elements of Cultural Competence
- Barriers to Cultural Proficiency
- Understanding Culturally Incompetent Organizations
- Implicit Bias in Assessment and Neuroscience

Day 4 – Theme: *From Knowledge to Action*

- Keys to Racial Equity
- Applying Cultural Competence Knowledge
- Strategies for Guarding Against Implicit Bias
- Equity and Instruction

Day 5 – Theme: *School Equity Walks*

- Morning Group (8:30-11:30 AM)
 - Site Overview
 - Equity Walks
 - Debrief Session

- Afternoon Group (1:00-4:00 PM)
 - Site Overview
 - Equity Walks
 - Debrief Session

(Note: No more than 10 participants per equity walk, additional walks may be needed to accommodate all participants.)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-14

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement with TeamDynamix Solutions – G2

ITEM DESCRIPTION: Included in the Board binders is an agreement with TeamDynamix Solutions, LLC to replace Cherwell, the district's Information Technology Service Management (ITSM) platform, used since 2015 and is being discontinued by the vendor.

The new TeamDynamix platform was selected by an Information Technology team that conducted a rigorous evaluation of seven ITSM platforms. The new TeamDynamix ITSM platform will help the organization achieve faster response times, improve workflow and integration with other district platforms, allow custom portals for groups and departments, improve accessibility and customer experience, and increase automation of manual tasks.

FINANCIAL SUMMARY: The agreement is for five years with no cost in the first year. Licensing and maintenance costs will be \$69,750 in the second year, increasing to \$87,000 in the third year, \$89,610 in the fourth year, and \$92,298 in the final year of the agreement.

PREPARED BY: David Jansen

DIVISION: Information Technology

CABINET APPROVAL PHONE: (559) 457-3560

CABINET APPROVAL: Chief Technology Officer/Tami Lundberg/

INTERIM SUPERINTENDENT APPROVAL:  



Contract Number: 225088

Teamdynamix Holdings, Inc

Vendor Name

6033405506

Phone Number

Term (Duration) From: 1/1/2025

FUSD Contract Administrator:

Nayla.Remington@fresnounified.org

Name

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

Federal Funding Will Not Be Used

1600 Dublin Rd Ste 200

Address

Brian Pouliot

Vendor Contact

Through: 12/31/2029

Technology Services

Site/Dept

030 0140 0887 5635 0000 7706

Contract Amount: \$338,658.30

Authorized as Not to Exceed

Scope of Work Summary: *Teamdynamix To Provide Professional Services As Described In A Mutually Executed Statement Of Work "Professional Services"*

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

Routing Order:

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

Nayla Remington

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

Tami Lundberg

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

Sherry S

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

Please return signed agreement back to (name/email) : Cheng.Yang2@FresnoUnified.org

Routing:BOE Board Date(if applicable): 12/18/2024

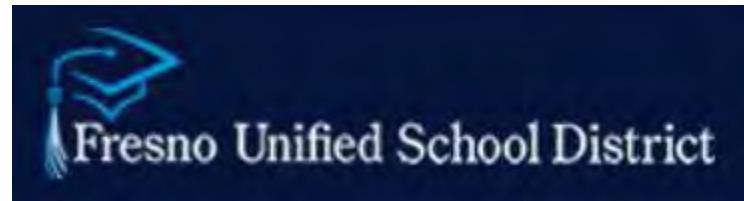
2309 Tulare Street,
Fresno, CA 93721

Stay Connected with Fresno Unified:

www.fresnounified.org

II. Academic Return on Investment

Situation	Inputs	Outputs	Outcomes			
Problem and Need	Investments (e.g., equipment, funds, product, services, staff)	Activities	Participants	Short-term (Learning)	Mid-term (Change in Behavior or Performance)	Long-term (Change in Condition)
Due to vendor discontinuation, we are upgrading our IT ticketing system to TeamDynamix. This new system will provide enhanced features and capabilities, leading to improved customer service.	TeamDynamix will be implemented with district-wide licensing, enabling its utilization by all departments and schools. Previously, licenses were limited to the IT department.	The new system will allow us to keep track of tickets, projects, contracts, hardware, and software assets. We will also establish a knowledge base and chatbot to encourage self-service problem resolution.	<i>All staff members will use TeamDynamix to submit support tickets.</i>	Staff members will benefit from an intuitive ticketing system and enhanced communication channels.	Staff can expect quicker resolutions to issues, fewer calls to the help desk, and a wider range of self-service options for common IT tasks.	Over time, this new system will improve service quality and optimize processes across all sites, extending beyond IT operations.



Jan 1, 2025

Contract Number: **FUSDP00001**



LICENSE AGREEMENT

Client: Fresno Unified School District

Contract Number: FUSDP00001

Term: 60 months

Contract Term Start Date: Jan 1, 2025

Contract Term End Date: Dec 31, 2029

THIS LICENSE AGREEMENT (collectively with the addenda and exhibits attached hereto, this “Agreement”) is made and entered into on January 1st, 2025 (the “Effective Date”), by and between TeamDynamix Solutions LLC, a Delaware limited liability company, with its principal place of business at 1600 Dublin Road, Suite #200, Columbus, Ohio, 43215 (“TeamDynamix”), and Fresno Unified School District, a K-12 School District, with its principal location at Ed. Cntr., Tulare & M Sts, Fresno, California, 93721, (hereinafter “Client”). TeamDynamix and Client may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

1. **Agreement.** The terms and conditions of this Agreement shall incorporate those terms and conditions set forth in the exhibits to this Agreement (the “Exhibits”). All Exhibits and statements of work attached and executed for products and services, or executed in the future for products and services, shall be incorporated into this Agreement by reference, unless specifically stated otherwise in writing. In the event of a conflict between the applicable Exhibit and this Agreement, the Agreement shall control.
2. **License.** Subject to the terms and conditions set forth in this Agreement, TeamDynamix hereby grants to Client a non-exclusive, non-transferrable, revocable, non-sublicensable license to access and use the licensed TeamDynamix software identified as licensed on **Exhibit A** (“Applications”) during the Term, in object code form only, solely for Client’s internal business operations. Client acknowledges and agrees that access to the Applications is licensed and not sold. In the event that TeamDynamix merges with, acquires, or is acquired by, a company offering similar products and services to the Applications, such applications (“Excluded Applications”) shall not become part of TeamDynamix’s offering of Applications for the price set forth in Table 1.1 of **Exhibit A**. Client and/or its affiliates shall be required to separately order such Excluded Applications from TeamDynamix or its successor.
3. **Site Connectivity; Access.** Client is solely responsible for providing all telecommunications, computers, and other equipment necessary for accessing the Applications, as well as any third-party access charges. TeamDynamix retains the right, at its sole discretion and without prior notice or liability, to restrict or terminate access to the Applications by Client and/or particular authorized users of Client (each, a “User”) if (a) Client and/or its Users materially breach the terms of this Agreement or, through use of the Applications, violates any applicable federal, state, local or international laws or regulations, or the rights of any third party, including other TeamDynamix clients; or (b) this Agreement expires or is terminated.
4. **Term; Renewal/Extension.** The term of this Agreement shall commence on the Contract Term Start Date set forth above (the “Start Date”) and shall continue for a period of 60 months after the Start Date (the “Term”), unless earlier terminated pursuant to this Agreement or extended per the renewal provisions of this **Section 4**. TeamDynamix shall provide notice of Client’s renewal options no less than ninety (90) days prior to the end of the then-current Term. Client and TeamDynamix can mutually agree to enter into a renewal for a longer-term agreement that can replace the Term (a “Renewal Term”). Any such Renewal Term will be invoiced at the end of the then-current Term. Any such Renewal Term shall be referred to as the “Term” herein. Consistent with Section 15(e), Client’s license to access and use the Applications shall be terminated immediately in the event that Parties do not execute a renewal by the end of the then-current Term.
5. **Payment and Fees.** Payment and usage fees for the licensed Applications provided hereunder are set forth on **Exhibit A** hereto. Payment for Professional Services (as defined herein) shall be set forth in the applicable statement of work.
 - a. **Failure to Pay.** In addition to any other rights of TeamDynamix, if Client is delinquent in payment of amounts for the services owed hereunder or under an Exhibit, TeamDynamix may give notice to Client of such delinquency and, in such case, Client will have fifteen (15) days from the date of TeamDynamix’s written notice to cure such delinquency. If Client fails to cure the delinquency during such fifteen-day notice period, TeamDynamix may, in addition to its other rights and remedies provided hereunder or at law, terminate or suspend Client’s access to the Applications or discontinue performance of any other services. All payments



not received within fifteen (15) days from due date will accrue 1.5% monthly interest or the maximum rate allowed by law, whichever is less, plus all collection expenses.

- b. **Taxes.** All payments required by this Agreement are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies and similar assessments. Client agrees to bear and be responsible for the payment of all taxes, duties, tariffs, levies, fees and charges of any kind, including, sales, use, excise or value added taxes, and all other similar charges (collectively, "**Taxes**") which are imposed on transactions under this Agreement by or under the authority of any government body, excluding Taxes based solely upon TeamDynamix's net income. Client shall make all payments required without deduction of any Taxes, except as required by law, in which case the amount payable shall be increased as necessary so that after making any required deductions and withholdings, TeamDynamix receives and retains (free from any liability for payment of Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. If Client is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Client shall provide a certificate of exemption upon execution of this Agreement and, after receipt of valid evidence of exemption, TeamDynamix shall not charge Client any Taxes from which it is exempt.

6. **Service Levels.** Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions of this Agreement, during the Term, Client shall have the right to the benefit of the system uptime provisions set forth in the **Service Level Exhibit** attached hereto as **Exhibit B**. TeamDynamix shall use commercially reasonable efforts to provide Client and its Users the support services set forth in the **Service Level Agreement** (available at www.teamdynamix.com/SLA).

7. **Professional Services, Value-Added Services.**

- a. **Professional Services.** Subject to the terms and conditions set forth in this Agreement and the Exhibits (including the Professional Services Addendum set forth on **Exhibit C**), Client, at its option may engage TeamDynamix to provide Professional Services as described in a mutually executed statement of work. "**Professional Services**" means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by TeamDynamix pursuant to written agreement.
- b. **Value-Added Services.** TeamDynamix shall provide Value-Added Services to Client upon the terms and conditions of this Section and **Exhibit C**. "**Value-Added Services**" means all forms of consulting, training, education, implementation, custom modification and configuration, and other services provided by TeamDynamix, excluding hosting services, purchased on a recurring basis as set forth in this **Section 7(b)**.
 - i. **Hourly Services.** Client is purchasing from TeamDynamix a package of 50 hours of Value-Added Services per Period of the Term. The Value-Added Services (the "**Value-Added Services Fee**") will be paid by Client as part of the licensing costs outlined in Exhibit A. Unused hours of Value-Added Services shall expire at the end of each Period.
 - ii. **Payment.** The Value-Added Services Fee shall be invoiced by TeamDynamix and paid by Client in accordance with the payment schedule applicable to the Applications under this Agreement.
 - iii. **Travel.** For any on-site Value-Added Services, Client will reimburse TeamDynamix for all in accordance with **Exhibit C**.

8. **Confidentiality; Data Security.**

- a. Each Party acknowledges that it and its employees or agents, in the course of the projects and services contemplated by this Agreement, may be exposed to or acquire information that is proprietary or confidential to the other Party ("**Confidential Information**"). Each Party agrees to hold Confidential Information of the other Party in strict confidence and not to use such Confidential Information or discuss or disclose such Confidential Information to any third party. The Parties agree that Confidential Information does not include: (i) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (ii) information which either Party can show was in its possession at the time of disclosure or was independently developed by it; (iii) information received from a third party which had the right to transmit same without violation of any confidentiality agreement with the other Party; and (iv) information which is



required to be disclosed pursuant to court order or by law. The per-User pricing provided under this Agreement is Confidential Information.

- b. TeamDynamix will implement reasonable and appropriate security measures for the Applications, as determined by TeamDynamix, designed to help Client secure Client content against accidental or unlawful loss, access, or disclosure. TeamDynamix may modify its security measures from time to time, but will continue to provide at least the same level of security, on an aggregate basis, as is in place on the Effective Date. TeamDynamix shall undergo a third-party security audit on no less than an annual basis. "Client content" shall mean any and all artwork, logos, graphics, video, text, data, materials or content provided by Client for use in the Applications.
- c. TeamDynamix will not access or use Client content except as necessary to maintain or provide the services under this Agreement, or as necessary to comply with the law or a binding order of a governmental body. TeamDynamix will not (i) disclose Client content to any government or third party, or (ii) move Client content from the TeamDynamix servers; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, TeamDynamix will give Client reasonable notice of any legal requirement or order referred to in this **Section 8(c)**, to allow Client to seek a protective order or other appropriate remedy. TeamDynamix will only use personal information and billing information in accordance with its privacy policy (available at <https://www.teamdynamix.com/privacy-policy-terms>), and Client consents to such usage. TeamDynamix will not collect or use any personal information prior to the Effective Date of this Agreement, and Client will not submit or otherwise make available any personal information to TeamDynamix prior to such date.

9. **Mutual Warranties.** Each Party represents and warrants that (a) it has full power and authority to enter into this Agreement and to perform its obligations and to grant any license(s) contained herein; and (b) it has not entered into, and shall not enter into any agreement either written or oral in conflict with its obligations under this Agreement.

10. **Representations.** TeamDynamix warrants that it owns all right, title and interest in all material and Applications used to provide the services under this Agreement or has the authority to license all material or Applications to Client.

11. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTIONS 9 AND 10**, ALL SERVICES AND TEAMDYNAMIX MATERIALS ARE PROVIDED "AS IS" AND TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR TEAMDYNAMIX MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD PARTY OWNER OR DISTRIBUTOR OF THE THIRD PARTY MATERIALS.

12. **Client Conduct and Obligations.**

- a. Client is responsible for, without limitation, the following: (i) Client's implementation of TeamDynamix Applications; (ii) protecting the names and passwords of the Users to the Applications and preventing and notifying TeamDynamix of unauthorized use of the Applications; and (iii) the lawfulness of, and results obtained from, all Client data submitted by Users to the Applications and each such User's acts and omissions.
- b. Except as otherwise specifically permitted under this Agreement, Client shall not, nor will Client permit any third party to: (i) copy, modify, create derivative works of, distribute, sell, assign, pledge, sublicense, lease, loan, rent, timeshare, deliver or otherwise transfer the Applications to any third party in whole or in part provided that Client may utilize TeamDynamix's published documentation as needed for use by its Users; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reverse engineer or discover the source code or underlying ideas or algorithms of the Applications; (iii) reverse engineer, decompile, disassemble, or translate the Applications or any part thereof; (iv) transfer any of the Applications



components to any other person, entity, computer, computer network, or other device; (v) upload, post, mail, publish, transmit or distribute in any way the Applications, any component of the Applications or derivative works based thereon; (vi) input, upload, transmit or otherwise provide to or through the Applications, any information or materials that are unlawful or injurious or that contain, transmit or activate any harmful code, viruses, corrupted files or similar items that may damage the Applications or another's computer hardware; (vii) provide benchmarking or summary information regarding the Applications to any competitor of TeamDynamix; or (viii) remove, delete, alter, or obscure any trademarks, copyright or other proprietary notices.

- c. Client will work with TeamDynamix and provide timely, confidential feedback about product value and performance. TeamDynamix shall own all intellectual property rights in any improvements, upgrades, or derivative works resulting from the use of such feedback.
- d. Client acknowledges that the Applications are proprietary to TeamDynamix, and TeamDynamix retains exclusive ownership of the same throughout the world and all related intellectual property, including, without limitation, all Application components, and all derivatives thereof, that Client may utilize or build within the Applications, such as (i) "connectors" that allow Users to access, use, and update data and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems. In order to use the Applications, Client may be required to acquire third party software directly from third party licensors, and the terms and conditions of such licenses are separate and distinct from this Agreement. Additionally, modifications, updates, or customizations made by TeamDynamix to the Applications shall be owned exclusively by TeamDynamix, and Client shall receive or possess no right, title, or interest in any modifications, updates, or customizations except for its license to use the Applications as expressed herein.
- e. TeamDynamix may issue to Client or may authorize a Client administrator to issue, a password for each User to use Client's account for which Client has paid the applicable fees to TeamDynamix. Client is responsible for maintaining the confidentiality of all usernames and passwords and for ensuring that each username and password is used only by an authorized User. Client is solely responsible for any and all usage of the Applications through the use of names and passwords. Client agrees to promptly notify TeamDynamix of any unauthorized use of Client's account or any other breach of security suspected or known by Client. TeamDynamix shall have no liability for any loss or damage arising from Client's failure to comply with these requirements.
- f. Client hereby irrevocably grants all such rights and permissions in or related to Client data to TeamDynamix as are necessary or useful to perform the services contemplated by the Applications and as necessary for TeamDynamix to enforce its rights under this Agreement. The parties expressly agree that, with respect to any Client data actually processed by TeamDynamix pursuant to this Agreement, Client is the data controller and TeamDynamix is a data processor. All Client data shall remain on servers located in the United States; provided however, that Client acknowledges and agrees that, upon Client's direction within the Applications, Client data may be transferred outside the country where it is located if and as necessary to effect the transfer of such Client data as established by Client's API policies and procedures in the Applications, in which case Client is solely responsible for ensuring that it is lawfully entitled to transfer and authorize TeamDynamix to transfer the relevant Client data to TeamDynamix so in accordance with this Agreement. Client will ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.
- g. Client will not transfer any protected health information (as defined under the Health Insurance Portability and Accountability Act ("HIPAA")) or confidential information under the Family Education Rights Privacy Act ("FERPA") to TeamDynamix without the prior written consent of TeamDynamix. If the activities permitted by TeamDynamix under this Agreement render TeamDynamix a Business Associate under HIPAA, Client shall execute TeamDynamix's standard Business Associate Agreement. Client agrees that it shall not utilize iPaaS or Conversational AI (unless Client has been notified by TeamDynamix that HIPAA-compliant functionality has been added to iPaaS and/or Conversational AI, as applicable) to process protected health information or transfer such protected health information to TeamDynamix. TeamDynamix disclaims all liability for breaches under HIPAA, FERPA, or the promulgated regulations thereunder if such breaches were caused in any way by Client, or Client's employees, agents, officers, or directors or in breach of this **Section 12(g)**.



- h. When Client initiates data transfers, the Client is solely responsible for encrypting such Client data and/or regulated personally identifiable information being transferred into or out of the Applications, including by setting, managing, monitoring, and enforcing the applicable policies with respect to the encryption of such. For the avoidance of doubt, TeamDynamix implements appropriate security measures, including encryption, for Client data at rest when within the Applications.
- i. The Applications may contain features designed to interoperate with either on-premise or hosted Client or third party applications (excluding the Applications) (collectively, "Integrated Third-Party Applications"). Client is solely responsible for obtaining and maintaining access to Integrated Third-Party Applications from the applicable providers. TeamDynamix is not liable to Client hereunder and shall not provide Client with any refund, credit, or other compensation for any errors, delays, downtime, or nonperformance of the Applications caused by the temporary or permanent unavailability of the Integrated Third-Party Application, or if Client terminates Client's subscription or license to the Integrated Third-Party Application. If Client establishes an integration between the Integrated Third-Party Application and an Application made available via a cloud implementation, Client hereby authorizes TeamDynamix to access and transmit Client data to and/or from the Integrated Third-Party Application during the Term and subject to TeamDynamix's other obligations under this Agreement incident to such transfer, provided, further, that Client acknowledges that no Client data will be stored by TeamDynamix during or as a result of such integration. TeamDynamix is not responsible for any disclosure, modification, or deletion of Client data occurring in or caused by an Integrated Third-Party Application.
- j. TeamDynamix holds all right and title to Resultant Data. Notwithstanding the terms of **Section 8(c)** herein, Client hereby consents to TeamDynamix's utilization of such Resultant Data for purposes of operating TeamDynamix's business and improving its products and relinquishes all right and/or license thereto. For purposes of this Agreement, "Resultant Data" means (i) data and information related to Client's use of the Applications including to compile statistical and performance information related to the provision and operation of the Applications, provided, however, that such data and information must be used by TeamDynamix on an aggregate basis and in an anonymized manner and (ii) outputs and results of the use of Conversational AI such as automatically-generated text or voice responses to inquiries submitted to a Conversational AI ChatBot, and tagged, labeled and categorized text and other similar metadata that is used to train and improve Conversational AI ChatBot algorithms.

13. **Data Retention; Data Recovery Services.** TeamDynamix maintains at least thirty (30) consecutive calendar days of deleted data. Data recovery services may be purchased by Client and, if purchased, will be billed to Client at standard hourly rates. TeamDynamix expressly disclaims any obligation to maintain deleted data beyond the scope set forth in this **Section 13**, including any obligation to maintain deleted data beyond thirty (30) consecutive calendar days.

14. **Defaults.**

- a. In the event either Party defaults under this Agreement, the non-defaulting Party may notify the defaulting Party in writing and allow that Party a reasonable opportunity to cure said default, such opportunity not to be less than fifteen (15) calendar days. If said default is not remedied within such cure period, the non-defaulting Party shall then have the right to terminate this Agreement immediately in accordance with **Section 15(a)** and this **Section 14**.
- b. For purposes of this Agreement, a default shall have occurred with respect to either Party if such Party (i) fails to fully and timely perform or comply with, or materially breaches, any material term or condition of this Agreement, (ii) ceases to do business as a going concern, (iii) makes a general assignment for the benefit of creditors, (iv) files for insolvency, bankruptcy, or seeks to enter receivership, (v) authorizes, applies for, consents to, or has proceedings commenced against it to appoint a trustee or liquidator for all or a substantial part of its assets which is not resolved within (30) days of such commencement, or (vi) violates the confidentiality provisions of this Agreement set forth in **Section 8(a)** hereof.

15. **Termination Rights; Effect of Termination.**

- a. Either Party may terminate this Agreement upon an uncured default of the other Party to this Agreement as set forth and in accordance with **Section 14** of this Agreement.

- b. A termination or expiration of this Agreement shall not, with respect to the terminated or expired services, release either Party from its obligations under **Section 5, Section 8(a), Section 13, Sections 16-20, Section 22, Sections 24-25, Section 28-31, and Sections 33-34** which shall remain binding upon each Party until expressly released in writing by the other Party. Upon termination or expiration, Client shall delete, destroy, or return all copies of items constituting the intellectual property of TeamDynamix. In the event of termination, TeamDynamix agrees to provide access for two (2) client resources via existing TeamDynamix User accounts to manually download through existing export and download capabilities Client intellectual property stored on TeamDynamix's host systems for thirty (30) days beginning on the date of termination or expiration. TeamDynamix will purge all Client data stored on TeamDynamix's host systems during the first available maintenance window after 30 days from the effective date of termination or expiration.
- c. If Client terminates this Agreement pursuant to **Section 15(a)**, Client will be relieved of any obligation to pay any fees pursuant to **Section 5** attributable to the period after the effective date of such termination (and TeamDynamix shall refund to Client any fees paid in advance for services that TeamDynamix has not performed as of the effective date of termination (on a pro-rata basis)).
- d. If TeamDynamix terminates this Agreement pursuant to **Section 15(a)**, all fees that would have become payable to TeamDynamix had this Agreement remained in effect until the expiration of the Term (as if such earlier termination had not occurred) will become immediately due and payable, and Client shall pay such fees, together with all previously-accrued and not yet paid fees and expenses.
- e. Upon termination or expiration of this Agreement, Client's license to access and use the Applications shall be extinguished except as provided herein.
- f. The Parties agree that in the event that the legislative body responsible for allocating funding to Client for Client's expenditure under this Agreement does not allocate such funding, Client may terminate this Agreement by giving TeamDynamix written notice of said termination. This provision shall apply only if (i) Client took all reasonable efforts to request and justify the appropriation of sufficient funds to make all payments described in this Agreement and (ii) funds sufficient to pay the license fees hereunder were not appropriated by state or local government legislative bodies for the Client's use for causes outside of the Client's control.

Upon receiving sufficient funding and expenditure authorizations to make the payment pursuant to this Agreement, Client is obligated to make all payments under this Agreement.

- 16. **Mutual Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns from and against any and all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) resulting from the indemnifying Party's (or its employees, officers, directors, subsidiaries, and agents) gross negligence or willful misconduct.
- 17. **TeamDynamix IP Indemnity.** Subject to the other provisions of this Agreement, TeamDynamix agrees that it will indemnify, defend and hold harmless Client and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns (each, a "Client Indemnitee") from any and all claims, damages, liabilities, deficiencies, actions, losses, judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) incurred by such Client Indemnitee arising out of, resulting from, or attributable to any third party claim that the Applications infringe any third party's United States patent, copyright, trademark or trade secret rights; provided, however that TeamDynamix shall have no liability under this Agreement for claims of infringement based on (a) modifications, adaptations or changes to the Applications not made by TeamDynamix, (b) the use or incorporation of Client data in conjunction with the Applications is the primary cause of the liability, or (c) Client's use of the Applications in a manner inconsistent with TeamDynamix's written instructions for proper usage. **THIS SECTION 17 SETS FORTH CLIENT'S SOLE REMEDIES AND TEAMDYNAMIX'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR APPLICATIONS INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**
- 18. **Client IP Indemnity.** Subject to the other provisions of this Agreement, Client agrees to indemnify, defend and hold harmless TeamDynamix and its employees, officers, directors, subsidiaries, agents, and permitted successors and assigns (each, a "TeamDynamix Indemnitee") from any and all claims, damages, liabilities, deficiencies, actions, losses,



judgments, settlements, penalties, fines, costs and expenses of every nature (including reasonable attorneys' fees and the costs of enforcing this Agreement and pursuing any insurance providers) incurred by such TeamDynamix Indemnitee arising out of, resulting from, or attributable to any claim by a third party related to any Client data or any unauthorized modification of the Applications, including any claims for intellectual property infringement therefrom.

19. Limitation of Liability.

- a. To the extent permitted by law, the total, cumulative liability of each Party arising out of or related to this Agreement or the services provided hereunder, whether based upon contract, in tort or any other legal or equitable theory, including those related to privacy law, shall be limited to the amounts paid by Client for the service giving rise to the claim during the twelve (12) month period preceding the first event giving rise to the liability. The existence of more than one claim shall not enlarge this limit. The foregoing limitation of liability shall not apply to: (i) bodily injury or death; and (ii) Client's obligation to pay amounts owed for services provided hereunder.
- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INFORMATION OF ANY KIND, LOST PROFITS, LOST BUSINESS REVENUE, COST OF REPLACEMENT SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS AND REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). EACH PARTY HEREBY WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ANY AND ALL CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

20. **Community Works.** Client may build or create derivative works of certain components within the iPaaS Application, namely: (i) "connectors" that allow Users to access, use, and update data; and (ii) "flows" that allow Users to add, subtract, or transform data between and among Client's systems within the iPaaS Application (the "Community Works") for distribution and sharing with other iPaaS Applications users in the community area of the iPaaS Application (the "TeamDynamix Community"). Users within the TeamDynamix Community are able to browse connectors and flows that other Users have posted to add to their own libraries and allow efficiencies by appropriating work that has already been done by other Users within the TeamDynamix Community. Other than TeamDynamix's permission to Client for Client to distribute Community Works in the TeamDynamix Community, Client shall continue to be bound by the restrictions set forth in **Section 12** of this Agreement with respect to the creation and usage of Community Works.

- a. **Intellectual Property Rights.** TeamDynamix owns all right, title, and interest in and to the Community Works, including all intellectual property rights therein. Client shall not acquire any right or interest in or to the Community Works except for the rights to use the Community Works as set forth in this Agreement. To the extent that any intellectual property rights vest in Client, Client shall assign any and all of such intellectual property rights to TeamDynamix, and, upon TeamDynamix's request, make any required filings or undertake actions required to effect such assignment.
- b. **Disclaimer.** **If Client uses any Community Works posted in the TeamDynamix Community, Client does so entirely at its own risk and such Community Works are provided "AS IS" with all faults.** TEAMDYNAMIX SHALL HAVE NO DUTY OR OBLIGATION TO INVESTIGATE, VET OR OTHERWISE APPROVE ANY COMMUNITY WORKS POSTED BY ANY USER OR ANY THIRD PARTY AND CLIENT HEREBY RELEASES TEAMDYNAMIX, ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS FROM ALL LIABILITY ARISING OUT OF CLIENT'S USAGE OF ANY COMMUNITY WORKS AND ACKNOWLEDGES THAT TEAMDYNAMIX AND ITS OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ASSIGNS SHALL HAVE NO OBLIGATION TO INDEMNIFY CLIENT FROM AND AGAINST ANY CLAIMS OR LIABILITY OF ANY KIND RELATED TO CLIENT'S USAGE OF THE COMMUNITY WORKS. WITH RESPECT TO COMMUNITY WORKS, TEAMDYNAMIX HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, TEAMDYNAMIX MAKES NO WARRANTY OF ANY KIND THAT THE COMMUNITY WORKS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. THE FOREGOING DISCLAIMERS WITH



RESPECT TO COMMUNITY WORKS SHALL SUPERSEDE ALL OTHER WARRANTIES PROVIDED IN THIS AGREEMENT OR OTHERWISE.

21. **Conversational AI.** Artificial Intelligence (AI) tools such as ConversationalAI, are designed to process and generate language responses based on the input received. While AI tools can provide helpful insights and responses, they can sometimes provide inaccurate information. When information is input into an AI tool, such information is being provided to the system's developers, and AI tools are generally not equipped or designed to protect confidential or sensitive data. Accordingly, Users should exercise extreme caution when determining what data AI can access and what questions it provides answers to. TeamDynamix is not liable for AI's misuse of or inaccurate answers about personal confidential data, business confidential data, any other proprietary, confidential or sensitive data or information of Client or others or any emergency or private information not related in any way to the services (including but not limited to self-harm, physical emergencies or disasters), in Conversational AI. Licenses to Conversational AI Applications include (i) the right to copy and deploy the HTML / Javascript code provided by TeamDynamix on Client's website for the sole purpose of making the Conversational AI ChatBots accessible for interaction with individuals on Client's website and through such channels that have been identified as authorized channels on **Exhibit A** and (ii) User access to the online portal provided by TeamDynamix for interacting with TeamDynamix and the Conversational AI ChatBots. Licenses to Conversational AI Applications may be limited to specific departments or sites as indicated on Exhibit A, and Client shall not permit the use of Conversational AI Applications for any other purposes other than to support the designated departments or sites. TeamDynamix offers Clients the option to generate Conversational AI training data from Client's historical TeamDynamix ticket data (the "Ticket Data") by connecting Conversational AI to OpenAI's GPT 4 (or the then current version) to ingest Client's customer service ticket data to suggest training and improve its Conversational AI by training it with such data. For the avoidance of doubt, such Ticket Data shall be transferred from TeamDynamix' Conversational AI to a third party, namely OpenAI's GPT4 (or the then current version). Should Client choose to utilize OpenAI's GPT4 (or the then current version) with its instance of Conversational AI ChatBot for its Ticketing Data (as defined in Exhibit D), the terms and conditions as set forth on **Exhibit D**, incorporated herein by this reference, shall apply.
22. **Independent Contractors.** The relationship between the Parties created by this Agreement is that of independent contractors and not partners, joint venturers, agents, or employees.
23. **Governing Law.** This Agreement will be construed as having been made in, and will be governed in accordance with, the laws of the State of California, excluding any applicable conflict or choice of law provisions.
24. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: strikes, lock-outs, or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of god, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall (a) notify the other Party of the Force Majeure Event as soon as possible and (b) use reasonable efforts to mitigate the effects of such Force Majeure Event.
25. **Entire Agreement.** This Agreement, including all Exhibits hereto, constitutes the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, representations, proposals, discussions, and communications, whether oral or in writing, relating to its subject matter.
26. **Modification/Waiver; Severability; Interpretation.** No modification of this Agreement or an Exhibit, and no waiver of any breach of this Agreement or Exhibit will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Agreement or any Exhibit or the failure of either Party to exercise in any respect any right provided for under this Agreement shall be construed a waiver of any subsequent breach of this Agreement or any Exhibit. No course of dealing between the Parties shall be construed as a waiver of any breach of this Agreement or any Exhibit. The provisions of this Agreement and the Exhibits are severable. If any provision of this Agreement and the Exhibits is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be interpreted or construed in favor of or against any Party by reason of the extent to which any Party or its



professional advisors participated in the preparation of this Agreement. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

27. **Assignment.** Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation or law, or otherwise, without the prior written consent of TeamDynamix, which shall not be unreasonably withheld, conditioned or delayed. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
28. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries under this Agreement.
29. **Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.
30. **Identification of Client Relationship.** Client grants to TeamDynamix the right to identify Client in TeamDynamix's published list of customers and in marketing materials. If requested by Client, TeamDynamix will follow guidelines prescribed by Client in using Client's name, trademarks, or logos, as applicable.
31. **TeamDynamix Marketing Efforts.** Client agrees to work with the TeamDynamix marketing content team to produce a guest blog focused on a thought leadership topic of Client's choice and approved by TeamDynamix (example topics include: improving ITSM maturity, rolling out an enterprise connectivity initiative, and best practices in change management). The guest blog will be written by TeamDynamix on Client's behalf following a short interview and subject to Client's review and approval, which shall not be unreasonably withheld. The blog will be posted on TeamDynamix's website and may be excerpted into other channels such as eBooks and articles, and Client hereby grants TeamDynamix the right to post and distribute the blog post and its content as indicated herein. Client agrees to participate in this program within six (6) months of the Effective Date.
32. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.
33. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "notice") must be in writing and addressed to the parties at the addresses set forth on the second page of this Agreement (or to such other address that may be designated by the Party giving notice from time to time in accordance with this section). All notices must be delivered by personal delivery, nationally recognized overnight courier, certified mail, return receipt requested, or e-mail (with confirmation of transmission). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the notice has complied with the requirements of this section.
34. **Authorized Contract Participation.** In accordance with the Client's Rules Governing Procurement of Goods, Services, Insurance and Cooperative Procurement, it is the intent of this solicitation to allow any public body, public or private health or educational institutions, or Client's affiliated agencies and/or corporations, access and use of any subsequent contract(s), as authorized by TeamDynamix, provided such entities are located within the same state or territory as Client's principal place of business.

Participation in this cooperative procurement is strictly voluntary. If authorized by TeamDynamix, any resultant contract(s) may be extended to the entities as indicated above to purchase at then-current contract prices in accordance with contract terms and conditions. TeamDynamix shall notify Client in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate, unless an amendment to the material terms of this contract is made. Participating entities shall place their own orders directly with TeamDynamix, and shall fully and independently administer their use of the contract(s), including contractual disputes, invoicing and payments, without direct administration from Client. Client shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by TeamDynamix to extend participation and use of the contract. It is understood and agreed that Client is not responsible for the acts or omissions



of any other entity participating in this cooperative procurement, and will not be considered in default of such new contract no matter the circumstances.

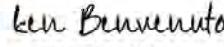
[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

TeamDynamix Solutions LLC

Signature _____

Signed by:


Ken Benvenuto

95EE0050FE894E1...

Print _____ ken Benvenuto

Title _____ CEO

Date _____ 11/25/2024

Fresno Unified School District

Signature _____

Print _____ Patrick Jensen

Title _____ Chief Financial Officer

Date _____

Signature: 

Print: Stacey Sandoval

Title: Executive Director Risk Management

Date: Dec 10, 2024

Exhibit A – License Payments and Pricing

Table 1.1

License Pricing - 60 Month Agreement		Year 1	Year 2	Year 3	Year 4	Year 5
Cost Items						
Work Management Site License						
Conversational AI / Chat for IT						
iPaaS - Site License						
Private Cloud	\$0.00	\$69,750.00	\$87,000.00	\$89,610.00	\$92,298.30	
Value Added Services (up to 50 hrs annually)						
Asset Discovery						
Vanity URL						
Licensing Totals:	\$0.00	\$69,750.00	\$87,000.00	\$89,610.00	\$92,298.30	



License Descriptions: Access to the TeamDynamix solution is determined by the Sites to which the user is assigned; the Applications within these Sites that the user has been granted; and the individual application permissions which allow specific functions.

License Type	Description
Site License	Designed to allow an unlimited number of users access to the TeamDynamix Solution. Furthermore, roles can be setup with security provisions for different types of users and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. This license type does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) additional campuses acquired by Client after the execution of this Agreement unless specified by TeamDynamix, (c)the Asset Discovery license, (d) the iPaaS License, or (e) the Conversational AI License. It is important to note that specific terms relations to the Site License may be outlined in more detail within the Master Service Agreement.
Universal License	Designed to allow flexibility when granting a specific quantity of users access to the TeamDynamix application. Roles can be set up with security provisions for different types of uses and Administrators can freely distribute access to the system, as necessary, without the limitation of a license type. The Universal License does not include (a) new product lines acquired or offered after the execution of this Agreement unless specified by TeamDynamix, (b) the Asset Discovery license, or (c) the IT Process Automation License. A Universal License can be applied to any type of individual that requires access to TeamDynamix. For example, an Executive-level user that needs access to reporting and project governance. Or, a service desk Technician that must manage every aspect of the ticketing life cycle.
Client	This license is designed for users who only need the ability to access the Client Portal and its applications (e.g. Service Catalog, Knowledge Base). Client Portal users can also view relevant project information, such as plans, issues, and risks
Asset Discovery	This is an environment-wide license which scans networks for physical devices and integrates with other discovery solutions for purposes of synchronizing those devices into the TeamDynamix Asset application(s).
iPaaS	This is an environment-wide license for users to build, troubleshoot, maintain, and monitor automated processes and integrations involving one to many systems and for managing API usage and performance.
Private Cloud	Private Cloud refers to the infrastructure model in which the TeamDynamix solution is deployed. Private Cloud places the TeamDynamix database within a dedicated virtual Microsoft SQL Server, thus is it physically separated from all other database tenants. The standard deployment of TeamDynamix is a shared multitenant model.
Vanity URL	This license allows for a custom or client-specific URL residing within its own domain. By default, the URL to the TeamDynamix solutions falls within teamdynamix.com (e.g. clientname.teamdynamix.com) but can be modified with a Vanity URL license (e.g. servicedesk.clientdomain.edu)
Conversational AI	This is an environment-wide(department or site specific) license for conversational AI and live agent chat capabilities including the administrative tools required to build, monitor, maintain and train solution.



1. **Unlimited Licenses:** Client is permitted to use an unlimited number of licenses when using TeamDynamix's current product line, including TeamDynamix's iPaaS platform, and excluding TeamDynamix's Conversational AI platform.

Allowed Entities:

- Fresno Unified School District

2. **Business Combinations:** In the event that TeamDynamix merges with, acquires, or is acquired by, a company offering similar products and services to the Products ("Excluded Products"), such Excluded Products shall not become part of TeamDynamix's offering of Products for the price set forth in Table 1.1 above. Client shall be required to separately purchase such Excluded Products from TeamDynamix or its successor.
3. **Invoices and Fees.** All license fees included in this Agreement will be billed annually on one invoice based on the pricing set for the in this **Exhibit A**. The first payment of **\$69,750.00** will be invoiced on January 1, 2026 and will be due net 30. The second payment of **\$87,000.00** will be invoiced on January 1, 2027 and will be due net 30. The third payment of **\$89,610.00** will be invoiced on January 1, 2028 and will be due net 30. The forth payment of **\$92,298.30** will be invoiced on January 1, 2029 and will be due net 30. If additional licenses are purchased pursuant to a purchase order, the amounts due pursuant to such purchased licenses shall be added to the payment amounts described under this **Section 3**.
4. **Purchase Orders.** If Client requires a Purchase Order (PO) for payment of invoices, please email PO numbers to accounting@teamdynamix.com.

Please provide contact information for individual responsible for POs:

Name _____
Email _____

Please provide contact information for individual responsible for inbound invoices:

Name _____
Email _____

5. **ACH Payments.** Electronic Payments (ACH) should be remitted to:

TeamDynamix Solutions LLC
c/o PNC Bank
2 Tower Center Blvd.
East Brunswick, NJ 08816

Routing number: 031207607
Account number: 8026397508

Please contact accounting@teamdynamix.com if you require an ACH authorization form.

6. **Additional License Fees.** Any additional license fees will be invoiced on the effective date and will be due net 30. Additional purchases of licenses, during the Term, can be purchased pursuant to a purchase order in form reasonably acceptable to TeamDynamix.
 - a. **Proration of Add-On Licenses.** If additional licenses are purchased by Client pursuant to a purchase order, Client will be invoiced for the prorated (on a 365 day basis) amount due for such purchases in accordance with **Section 3**.
 - b. **License Amount.** In the event that additional licenses are purchased by Client pursuant to a purchase order, the Table 1.1 will be deemed to be updated to include the additional purchased licenses. The amount of licenses purchased by the Client and set forth on **Exhibit A** shall not be reduced unless the Agreement is amended by the mutual written agreement of the Parties hereto.



Exhibit B: Service Level Exhibit

Capitalized words not defined herein shall have the same meaning as set forth in the License Agreement (the “Agreement”) between TeamDynamix Solutions LLC (“TeamDynamix”) and the counterparty to such Agreement (the “Client”).

1. **Service Levels.** Subject to and conditioned upon the compliance of Client and its Users with the terms and conditions set forth in Agreement, Client shall have the right to the benefit of the system uptime provisions set forth in this Service Level Agreement (the “SLA”).
 - a. “Uptime” means the ability of Client to log into the Applications. “Downtime” is a period of time when the site hosted by TeamDynamix is not operating as designed and Client cannot log into the Applications as a result thereof.
 - b. TeamDynamix guarantees Uptime of 99.75%, excluding Downtime that is the result of any Exception described below in **Section 1(c)** of this SLA, during each monthly period of the Term (each, a “Measurement Period”). In the event that TeamDynamix breaches this Uptime guarantee during a Measurement Period, TeamDynamix shall provide Client with credit for the amount of time that the breach continues (“Downtime Credit”), in an amount equal to 3% of the Daily Fee per 15-minute increment that TeamDynamix is in breach, pursuant to this **Section 1**. For purposes of this **Section 1**, “Daily Fee” shall be calculated by dividing the annualized license costs set forth in the Agreement by 365. Downtime Credit may be paid by TeamDynamix via a credit to Client’s subsequent annual license invoice in the amount owed pursuant to this **Section 1**. The Downtime Credit described in this **Section 1** shall be Client’s sole and exclusive remedy and TeamDynamix’s sole and exclusive liability for any breach of the obligations set forth in **Section 1** of this SLA.
 - c. **Exceptions to Uptime:** The following (each, an “Exception”) shall each suspend TeamDynamix’s Uptime guarantee while in effect and shall not be considered a breach of TeamDynamix’s Uptime guarantee:
 - i. scheduled maintenance, scheduled upgrades, and emergency patches, so long as such scheduled maintenance, scheduled upgrades, and emergency patches occur outside of business hours and with notice to Client;
 - ii. a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Client;
 - iii. outages initiated by TeamDynamix or its third party providers at the request or direction of Client for maintenance, back up, or other purposes;
 - iv. outages resulting in failure, interruption or other problem with any software, hardware, system network, facility, or other item not supplied by TeamDynamix;
 - v. events resulting from an interruption or shut down of the services due to circumstances reasonably believed by TeamDynamix to be a significant threat to the normal operation of the Service, the facility from which the Service is provided, or access to or integrity of Client data (e.g., a hacker or a virus attack);
 - vi. outages due to system administration, commands, file transfers performed by Client representatives;
 - vii. other activities Client directs, denial of service attacks, and internet connectivity failures;
 - viii. Force Majeure Events;
 - ix. Client’s negligence or breach of its material obligations under the Agreement; and
 - x. a lack of availability or untimely response time of Client to respond to incidents that require its participation for source identification and/or resolution.

Exhibit C – Professional Services

PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (“Addendum”) is an exhibit to, and addends, the License Agreement (“Agreement”), of even date as the Agreement by and between TeamDynamix Solutions LLC, a Delaware limited liability company (“TeamDynamix”), and Fresno Unified School District, a K-12 School District (“Client”). TeamDynamix and Client may be referred to in this Addendum, individually, as “Party” and, collectively, as “Parties”.

1. **Scope and Performance of Professional Services.** TeamDynamix agrees to provide the Professional Services identified in written statements of work attached hereto setting out TeamDynamix’s compensation, deadlines and additional terms and conditions applicable to specific engagements, if any, and such other details as the Parties may deem appropriate and in such form as the Parties may agree (each, a “Statement of Work” or “SOW”). Statements of Work shall reference and be subject to the Agreement and this Addendum, shall be executed by the Parties, and shall form a part of and be incorporated into the Agreement and this Addendum. Client shall be permitted to purchase Professional Services pursuant to a purchase order provided that a compliant Statement of Work is attached to such purchase order.
2. **Order of Precedence.** This Addendum constitutes additional terms and conditions to the Agreement. The provisions of the Agreement shall prevail in the event of a conflict with provisions of this Addendum. In the event of a conflict between the terms and conditions of any SOW and this Addendum, the terms and conditions of this Addendum shall prevail. The provisions in an SOW dated later in time shall prevail in the event of a conflict with provisions in an SOW dated earlier in time.
3. **TeamDynamix Obligations.** Subject to and conditioned upon the compliance of Client with the terms and conditions of the Agreement and this Addendum, TeamDynamix shall use commercially reasonable efforts to provide Client with Professional Services. The professional staff of TeamDynamix will have the proper skill, training, and background necessary to accomplish their assigned tasks and shall perform the services contemplated by this Addendum in accordance with industry standards. TeamDynamix personnel physically located at Client’s facilities, hereinto referred to as “On-Site”, shall comply with all reasonable workplace standards and policies applicable to Client’s employees, of which TeamDynamix is apprised of in writing in advance by Client, provided they are consistent with TeamDynamix’s own business practices.
4. **Client Obligations.** While On-Site, Client will provide TeamDynamix with reasonable access to use Client’s facilities, equipment, data and information that are necessary for TeamDynamix to perform Professional Services. Client will reasonably cooperate with TeamDynamix in the performance of Professional Services, provide reasonable working space to TeamDynamix personnel and reasonably cooperate with such personnel. Client shall respond promptly to any request of TeamDynamix to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for TeamDynamix to perform Professional Services in accordance with the requirements of this Addendum.
5. **Ownership.**
 - 5.1 **Client Content.** Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to TeamDynamix in connection with TeamDynamix’s performance of any Professional Services (“Client Content”) are and will at all times remain the sole and exclusive property of Client and its licensors. No right, title, or interest will be transferred from Client to TeamDynamix with respect to any of Client Content or Client’s intellectual property rights therein, provided that Client hereby grants TeamDynamix a non-exclusive right and license to use and incorporate such rights into any Work Product solely for the purposes of providing the Professional Services hereunder.
 - 5.2 **TeamDynamix Content.** TeamDynamix shall retain and possess all right, title, interest, and ownership in and to any and all ideas, concepts, know-how, data processing techniques, software or documentation developed by TeamDynamix personnel (alone or jointly with Client) in connection with Professional Services provided to Client, and it will be the exclusive property of TeamDynamix provided to Client as a part of the Professional Services described herein, and the Client shall have no



right, title, interest, or ownership in or to such ideas, concepts, know-how, data processing techniques, software or documentation.

5.3 **Work Product.** As part of or in connection with the Professional Services, TeamDynamix and its employees will or may produce Work Product. “Work Product” includes all inventions, discoveries, processes, reports, plans, projections, budgets, software, data, technology, designs, documentation, innovations and improvements created, discovered, developed, compiled or prepared by TeamDynamix or its employees as part of or in connection with the Professional Services. Work Product includes any intermediate work product created in developing the final deliverables. TeamDynamix and Client agree that, except for any Client intellectual property, any and all Work Product shall be the sole and exclusive property of TeamDynamix, provided that TeamDynamix hereby grants Client a non-exclusive right and license to use the Work Product subject to the same terms and conditions as the license(s) provided under the Addendum for the product or service to which the Work Product relates. For the avoidance of doubt, TeamDynamix shall retain ownership of all intellectual property rights in products and services licensed or sold to Client under the Addendum and any derivative works of said products or services, subject to the licenses granted to Client under the Addendum.

6. **Payment.** The Professional Services fee shall be set forth in the SOW, and invoices shall be rendered in accordance with the payment terms set forth therein and subject to the general terms and conditions of **Section 5** of the Agreement.

7. **Travel.** For any On-Site Professional Services, Client will reimburse TeamDynamix for all, reasonable documented travel and documented out-of-pocket expenses (which shall comprise transport, accommodation and living expenses) incurred. U.S. General Services Administration (GSA.gov) per diem rates are followed for meals/incidentals. Scheduling On-Site engagements shall be approved in advance by Client, before travel costs are incurred.

8. **Non-Solicitation of Employees.** During the Term of the Agreement and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who is then in the employment or engagement of the other Party. A general advertisement or notice of a job listing or opening or similar general publication of a job search or availability to fill employment positions shall not be construed as a solicitation or inducement for the purposes of this **Section 8**, and the hiring of any such employee or independent contractor who freely responds thereto shall not be a breach of this **Section 8**.

9. **Warranty Disclaimer.** TEAMDYNAMIX WARRANTS THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER AND WITH PROFESSIONAL DILIGENCE AND SKILL, IN ACCORDANCE WITH THIS ADDENDUM AND THE DOCUMENTATION. IF THERE IS A MATERIAL BREACH OF THE ABOVE WARRANTY, TEAMDYNAMIX’S ENTIRE LIABILITY AND CLIENT’S ENTIRE REMEDY SHALL BE, AT TEAMDYNAMIX’S OPTION TO (I) MODIFY THE PROFESSIONAL SERVICES TO CONFORM TO THE TERMS OF THE SOW; (II) PROVIDE A REASONABLE WORKAROUND SOLUTION WHICH WILL REASONABLY MEET CLIENT’S REQUIREMENTS OR (III) IF NEITHER OF THE FOREGOING IS COMMERCIALY REASONABLE, TERMINATE THE SOW AND REFUND TO CLIENT ALL SUMS PAID BY CLIENT FOR THE NONCONFORMING PROFESSIONAL SERVICES, WITH NO FURTHER LIABILITY TO TEAMDYNAMIX. THESE REMEDIES ARE CLIENT’S SOLE AND EXCLUSIVE REMEDIES FOR A CLAIM OF BREACH OF WARRANTY UNDER THIS ADDENDUM.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS **SECTION 9**, EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS ADDENDUM, AND TEAMDYNAMIX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

10. **Modification/Waiver; Severability; Interpretation.** No modification of this Addendum and no waiver of any breach of this Addendum will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of a breach of this Addendum or the failure of either Party to exercise in any respect any right provided for under this Addendum shall be construed as a waiver of any subsequent breach of this Addendum. No course of dealing between the Parties shall be construed as a waiver of any breach of this Addendum. The provisions of this Addendum are severable. If any provision of this Addendum is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisos will in no way be affected or impaired thereby. Section headings are provided for convenience only



and are not to be used to construe or interpret this Addendum. Whenever the words "include" or "including" are used in this Addendum, they will be deemed to be followed by the words "without limitation."

11. **No Third Party Beneficiaries.** There are no intended third-party beneficiaries under this Addendum.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, on the date and year first above written.

TeamDynamix Solutions LLC

Fresno Unified School District

Signature _____

Signed by:

ken Benvenuto

06CE0950CE904E1

Print _____ ken Benvenuto

Title _____ CEO

Date _____ 11/25/2024

Signature _____

Print _____ Patrick Jensen

Title _____ Chief Financial Officer

Date _____

[Intentionally Left Blank – Statements of Work Follow]

Signature: *Stacey S*

Print: Stacey Sandoval

Title: Executive Director Risk Management

Date: Dec 10, 2024

Statement of Work

Introduction

Fresno Unified School District (herein known as 'CLIENT') is located in Fresno, CA. CLIENT wishes to implement the best-in-class solutions from TeamDynamix. In summary, the following capabilities are in-scope for this engagement:

- TeamDynamix Work Management Private Cloud Deployment with vanity URL
- TeamDynamix iPaaS SaaS Deployment
- TeamDynamix Conversational AI SaaS Deployment
- TeamDynamix Administration Foundations
- TeamDynamix Work Management Core Integrations
- TeamDynamix Work Management Basic Ticketing
- TeamDynamix Work Management Advanced Ticketing
- TeamDynamix Work Management Client Portal
- TeamDynamix Work Management Service Catalog
- TeamDynamix Work Management Knowledge Management
- TeamDynamix Work Management Asset Management with Asset Discovery
- TeamDynamix Work Management Project Management Essentials
- TeamDynamix Work Management Advanced Project Portfolio Management
- TeamDynamix Work Management Reporting

Solution Environment

- TeamDynamix Software-as-a-Service Private Cloud

Implementation Approach

TeamDynamix Consulting Services has developed an implementation approach to ensure the success of its clients. The implementation will begin with a planning exercise to discuss specific factors which influence the timeline of the deployment. Following the planning exercise, CLIENT resources shall attend application training courses and learn how to configure the TeamDynamix applications. The training sessions are instructor-led, delivered online, and typically last 90-120 minutes. The number of sessions depends on the applications that are to be implemented. Each session may have pre-requisite videos and follow-up activities such as configuration steps and lab exercises.

Once the training courses conclude and CLIENT has completed the prerequisite configuration activities, one-on-one dedicated sessions with a TeamDynamix Consulting Services consultant shall begin. CLIENT will meet regularly with a TeamDynamix consultant to further build on knowledge from the training course and jointly configure the application(s) to meet specific requirements. Following configuration, the solution is transferred into production once training and go-live preparation steps have been completed. If defined during the planning exercise, additional phases follow the initial go-live. If no follow-on phases have been defined, CLIENT is then introduced to Support and Customer Success and the implementation project is closed-out.

Most clients progress through the implementation between three and six months depending on the complexity of requirements and their resource availability. TeamDynamix and CLIENT will work together to coordinate specific dates once the Statement of Work has been fully executed. TeamDynamix shall make available its Consulting Services resources for the period of time established during the planning exercise. Changes to timeline or scope may require a signed change order document and/or additional costs, especially if Consulting Services resources must be extended beyond the time period outlined in the implementation plan. If for some reason CLIENT chooses to place the implementation on-hold, TeamDynamix resources shall be reassigned to other projects. The scope of services outlined with this Statement of Work expires 10 months from document execution (unless modified by a change order) and all work shall then be considered complete.

Departments Included

CLIENT may wish to deploy TeamDynamix Work Management to multiple departments. Departments can be deployed simultaneously or in phases. If deployed in phases, CLIENT should plan for its primary TeamDynamix Work Management administrator to participate in all phases to ensure continuity and build upon knowledge gained in previous phases.

The following departments are considered in-scope for this engagement: **Information Technology**

Key Contacts

The following individuals will serve as key contacts for the coordination of this engagement.

Fresno Unified School District

Name: Nayla Reminton

Title: Manager

Phone: 559-457-3166

Email: nayla.reminton@fresnounified.org

TeamDynamix Professional Services

Name: Aaron Crane

Title: Vice President, Operations

Phone: 614-340-3342

Email: acrane@teamdynamix.com

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Scope of Services

Implementation Project Management

Implementation Project Management

TeamDynamix and CLIENT shall jointly manage the implementation project. TeamDynamix shall take the lead on facilitating the sessions related to the application deployment. CLIENT shall manage its resources, sponsor/stakeholder expectations, and end-user communications. Members of TeamDynamix and CLIENT will work together on the specific project management-related items, such as:

- Project background, objective and vision
- Project scope
- Team roles and responsibilities
- Project timeline
- Project management tools and communication plans
- Outline tracking procedures for risks and issues
- Determine future meeting cadence
- Review deliverables and action items

CLIENT Responsibilities:

- Provide a project manager to coordinate with TeamDynamix resources.
- Identify and coordinate other individuals involved in the project, such as Sponsor, Administrators, Technical resources, Process owners and other Subject Matter Experts.
- Create and manage the documentation and plans required for CLIENT-specific project management processes.
- Ensure its resources are completing activities and actions in a timely manner so that project timeline is met.

TeamDynamix Responsibilities:

- Provide resources to act as a project manager, application consultant, and technical lead. Resources shall work closely with CLIENT project manager to execute the implementation plan.
- Meet with CLIENT project resources on a regular basis to discuss project status and review progress to plan.
- Respond to and help address issues that arise in a timely fashion.
- Help to ensure the overall success and completion of the project.



Core Setup

TeamDynamix consultants shall create a SaaS production and test (sandbox) environment of the TeamDynamix Work Management application for CLIENT. The environments will be accessible via a to-be-determined CLIENT-specific URL (e.g. <https://teamdynamix.clientdomain.com>) and will exist within the TeamDynamix private-cloud environment.

CLIENT Responsibilities:

- Provide an initial set of users that need access to the TeamDynamix application.
- Create a DNS entry for the defined URL and map the entry to the TeamDynamix environment.

TeamDynamix Responsibilities:

- Perform environment setup tasks for a Production and Sandbox instance of the TeamDynamix application.
- Create a certificate entry using Let's Encrypt for CLIENT vanity URL.
- Provide CLIENT with System Access Information.

TeamDynamix shall create one iPaaS application instance for CLIENT within its SaaS infrastructure. CLIENT will access the application at <https://us1.teamdynamix.com> (U.S. customers) or <https://ca1.teamdynamix.com> (Canadian customers). Furthermore, TeamDynamix will help CLIENT install the iPaaS proxy server if it is necessary to execute scripts, jobs, queries, etc. that reside within CLIENT network.

CLIENT Responsibilities:

- Provide server (virtual or physical) for iPaaS proxy server installation.

TeamDynamix Responsibilities:

- Setup and configure all aspects of the TeamDynamix iPaaS solution in the SaaS infrastructure.
- Provide CLIENT with System Access Information.
- Provide server specifications for iPaaS proxy server.

TeamDynamix Work Management

Solution Workshops

TeamDynamix consultants will provide CLIENT access to the Solution Workshop Course(s). The purpose of the curriculum is to introduce CLIENT to the applications and to transfer knowledge related to each module. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources as a way to best address requirements. Activities covered in the workshop include:

Introduction to TeamDynamix:

- Environment overview
- Maintenance and release schedules
- System Status
- Solutions Client Portal

Administration Foundations:

- Setting up additional Administrators
- TeamDynamix security model
- User groups
- Account/Department values
- Building locations and rooms

Core Integrations:

- Methods of authentication to TeamDynamix
- Email management
- Managing people records
- Microsoft Teams and Slack integration

Client Portal:

- Branding and styling the Client Portal
- Adding headers and footers
- Client Portal pages
- Site-level settings

Knowledge Management:

- Creating knowledge base articles
- Building categories
- Knowledge-specific security roles
- Article and category visibility settings
- Notification templates

Service Catalog:

- Defining and configuring services
- Building service categories
- Leveraging Ticket Type values
- Configuring Service templates
- Determining visibility permissions

Ticketing Essentials:

- Ticket creation
- Application security roles
- Service forms
- Custom attributes
- Status values
- Impact, Urgency, and Priority values
- Source values
- Ticket settings

<p>Advanced Ticketing:</p> <ul style="list-style-type: none">• Service Level Agreements• Notification templates• Ticket and Task templates• Response templates• Satisfaction surveys• Automation rules• Workflows and workflow step types (e.g. Approval steps, Conditional steps)
<p>Asset Management:</p> <ul style="list-style-type: none">• Asset creation and relationships• Configuration items• Product models and types• Vendor configuration• Maintenance windows and change freeze periods• Asset contracts• Asset Discovery
<p>Project Management Essentials:</p> <ul style="list-style-type: none">• Project creation and updates• Issues and Risks tracking• Project briefcase• Custom attributes• Project sections• Adding resources to projects• Project plans and templates
<p>Advanced Project & Portfolio Management (PPM):</p> <ul style="list-style-type: none">• Building project requests and forms• Project request evaluation workflows• Project scorecards• Project staffing and capacity planning• Programs and Portfolios• Time and Expense tracking
<p>Reporting:</p> <ul style="list-style-type: none">• Out-of-the-box reports• Building reports with the Report Builder tool• Scheduling reports• Adding reports to desktops (i.e. Dashboards)• Sharing reports and visibility settings

CLIENT Responsibilities:

- Fully participate in the Solution Workshops
- Review activities covered within each session topic and complete hands-on activities/lab exercises
- Assign appropriate resources to attend training and work on configuration tasks.
- Complete all pre-requisite activities prior to the start of one-on-one consulting sessions with CLIENT's assigned implementation team.
- Come prepared to each session in order to engage in discussions related to items above.
- Commit to spending time following training activities to continue building expertise.

TeamDynamix Responsibilities:

- Facilitate the solution training and provide guidance to CLIENT.
- Provide access to the Solution Workshop, agenda, and necessary materials.
- Support CLIENT through course activities, addressing questions and issues.
- Following the completion of Solution Workshop activities, assign consultant to CLIENT's implementation project to address specific requirements during configuration sessions.

Configuration

Following the solution workshop courses, TeamDynamix consultants shall facilitate configuration sessions to further demonstrate, transfer knowledge, and assist CLIENT System Administrators with implementing the application's capabilities. During configuration sessions, CLIENT and TeamDynamix shall discuss specific requirements and use cases applicable to CLIENT. TeamDynamix shall offer advice on how best to apply the application's feature-set.

Foundations Configuration:

- Provide guidance to CLIENT on how best to further configure Foundational elements of TeamDynamix (e.g. Accounts/Departments, Security Roles, Locations, etc.) following the solution workshop course.

Core Integrations Configuration:

- Work with CLIENT technical resources to configure Single Sign-on authentication via a SAML 2.0 Identity Provider. CLIENT must supply SAML metadata via a URL or the InCommon Federation so that TeamDynamix can establish a regular metadata synchronization process.
- Work with CLIENT technical resources to configure up to three (3) inbound email monitors. In order to leverage this capability, CLIENT must provide an IMAP-enabled email account that supports OAuth authentication to which the email service can connect. IMAP is not necessary for email processing, but it is used by the TeamDynamix application for mailbox administrative purposes. Instructions and prerequisites shall also be provided by TeamDynamix during the implementation.
- Support CLIENT TeamDynamix System Administrators when building additional email monitors, if applicable.
- Work with CLIENT technical resources to configure the Email Replies monitor and Email Sender settings.
- Coach and support CLIENT technical resources working on user synchronization activities. TeamDynamix has a file import listener utility that can be deployed in the CLIENT environment and will pickup dropped files (e.g. CSV, XLS). TeamDynamix can review and assist with the deployment of this utility if this is the desired approach.

Client Portal Configuration:

- Provide guidance to CLIENT on how best to layout and design Client Portal.
- Provide sample Client Portal layouts from similar implementations.
- If necessary, support CLIENT web developer assigned to Client Portal design
- Assist with Client Portal configuration and layout

Knowledge Management Configuration:

- CLIENT shall identify a list of up to twenty (20) knowledge base articles that shall be used as the basis of the Knowledge Management training and configuration activities.
- TeamDynamix shall coach client on how best to apply the capabilities of the knowledge base application and will then support the configuration effort of the up to twenty (20) identified articles.
- CLIENT may add additional articles on its own timeline. If CLIENT desires additional assistance beyond twenty (20) articles, TeamDynamix can provide a separate scope of effort and input on how the implementation timeline may be impacted.

Service Catalog Configuration:

- CLIENT shall identify a list of up to twenty (20) service offerings that shall be used as the basis of the Service Catalog training and configuration activities.
- TeamDynamix shall coach client on how best to apply the capabilities of the Service Catalog application and will then support the configuration effort of the up to twenty (20) identified services offerings.
- CLIENT may add additional service offerings on its own timeline. If CLIENT desires additional assistance beyond twenty (20) service offerings, TeamDynamix can provide a separate scope of effort and input on how the implementation timeline may be impacted.

Ticketing Configuration:

- Coach CLIENT on how best to apply essential ticketing features based on requirements and support the configuration effort.
- Build up to fifteen (15) ticket forms and support CLIENT TeamDynamix System Administrators during additional form building exercise. CLIENT must provide field definition and layout.
- Provide best practice advice and support CLIENT when adding and managing custom attributes and cascading values.

Advanced Ticketing Configuration:

- Provide guidance to CLIENT on how best to use the advanced ticketing capabilities based on requirements and support the configuration effort.
- Build up to ten (10) ticket workflows and support CLIENT TeamDynamix System Administrators during additional workflow building exercise. Workflows can be used to support common business process such as on/off-boarding, major incident processes, and system change management. CLIENT must provide detailed process documentation and explanation.
- Build up to ten (10) ticket automation rules and support CLIENT TeamDynamix System Administrators when building additional automation rules. CLIENT must provide conditional routing explanation.
- Assist with customizing notification templates and response templates.

Asset Management Configuration

- Coach CLIENT on how best to apply asset management features based on requirements and support the configuration effort.
- Build up to ten (10) asset forms and support CLIENT TeamDynamix System Administrators during additional form building exercise.
- Assist CLIENT with deploying asset discovery scanner. The asset discovery scanner can be deployed within CLIENT environment to identify devices on the CLIENT's network using a variety of protocols. CLIENT is responsible for providing a Microsoft Windows server on which the scanning software can be installed.

Project Management Configuration:

- Coach CLIENT on how best to apply project management features based on requirements and support the configuration effort.
- Support CLIENT building project templates, project types, custom attributes, and project surveys.
- Demonstrate how best to use project management features within CLIENT environment.

Advanced Project & Portfolio Configuration:

- Coach CLIENT on how best to apply the advanced PPM features based on requirements and support the configuration effort.
- Support CLIENT when defining and building project request submission process
- Build up to five (5) project request evaluation workflows and support CLIENT TeamDynamix Systems Administrators during additional workflow building exercise.
- Share best practices for building programs and portfolios based on similar implementations of TeamDynamix.
- Demonstrate best practices for time and expense tracking against the portfolio.
- Assist with configuring the elements necessary for Resource Management, including Functional Roles and Resource Pools.

Reporting and Dashboards

- Facilitate a reporting workshop session and demonstrate how to create reports, configure desktops/dashboards, schedule/share reports and discuss reporting best practices.
- Provide common examples of key operational reports to aid CLIENT when making decisions on reporting.
- Custom report development is not in-scope for the implementation.



CLIENT Responsibilities:

- Responsible for primary TeamDynamix configuration with support provided by TeamDynamix.
- Communicate desired state processes and make decisions on configuration options provided by TeamDynamix consultants.
- Assign resources with the availability and skill set required to work with the TeamDynamix suite of applications.

TeamDynamix Responsibilities:

- Coach and guide CLIENT through implementation to ensure the feasibility within the amount of time scoped.
- Assist CLIENT with configuration tasks, when possible, to help maintain implementation momentum.
- Support configuration efforts and assist with importing configuration data, when possible (not all areas of the application support configuration imports). TeamDynamix is not responsible for any data cleansing or manipulation prior to the use of any import tools

TeamDynamix iPaaS

Solution Workshop

TeamDynamix consultants will provide training on the iPaaS solution to transfer knowledge to CLIENT administrators. This is achieved via a combination of video-based training for foundational topics instructor-led sessions (delivered in a group setting), lab exercises, and consultant time. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources to build expertise with the solution. Following training, TeamDynamix Consulting Services shall assist CLIENT resources as they acclimate to the iPaaS application for a period of 45 days before being transferred to the TeamDynamix iPaaS Support group. Activities covered in the training include:

iPaaS:

- Foundational administration/navigation
- Introduction to Core Topics
- Triggering iPaaS Flows
- Working with Flow Data
- Building Dynamic Forms
- Working with Dynamic Forms
- Flow Lifecycle Management
- Additional Functionality in iPaaS Configuration
- Using Call Steps in iPaaS
- Sending Notifications from iPaaS
- Advanced Topics in iPaaS Form Building



CLIENT Responsibilities:

- Fully participate in iPaaS training.
- Review activities covered within each session topic and complete hands-on activities.
- Come prepared to each session in order to engage in discussions related to items above.
- Commit to spending time following training activities to continue building expertise.

TeamDynamix Responsibilities:

- Facilitate the solution training and provide guidance to CLIENT.
- Provide CLIENT with training session resources .
- Address questions which CLIENT submits within the online training project located at <https://solutions.teamdynamix.com>
- Provide weekly sessions with a TeamDynamix Consulting Services consultant during the 45 day period.

TeamDynamix Conversational AI

Solution Workshop

TeamDynamix consultants will provide training on the TeamDynamix Conversational AI solution in order to transfer knowledge to CLIENT administrators. This is achieved via a combination of video-based training, instructor-led sessions, lab exercises, and Q&A sessions. TeamDynamix consultants place an emphasis on transferring knowledge to CLIENT resources to build expertise with the solution. Activities covered in the training include:

Conversational AI:

- Foundational administration/navigation
- Security considerations
- Working with Conversation Intents
- Adding Responses
- Developing Conversation Flows
- Getting started with Conversational Automation
- Improving responses over time

CLIENT Responsibilities:

- Complete initialization packet to document possible CLIENT Intents prior to training.
- Assign appropriate resources to attend training and work on Conversational AI configuration tasks.
- Fully participate in Conversational AI application training.
- Review activities covered within each session topic and complete hands-on activities.
- Come prepared to each session in order to engage in discussions related to items above.
- Commit to spending time following training activities to continue building expertise.

TeamDynamix Responsibilities:

- Facilitate the solution training and provide guidance to CLIENT.
- Provide CLIENT with session resources and track progress via implementation plan.
- Share relevant experience from similar implementations.
- Provide input on manners in which application may address CLIENT processes.



Conversational AI Configuration

Following the training sessions and CLIENT completion of post-training activities, for a period of approximately 30-45 days, TeamDynamix Consulting Services will work together with CLIENT to configure a single Conversational AI application for CLIENT's Information Technology department with an initial set of 25-35 Intents.

CLIENT Responsibilities:

- Determine initial set of Intents for the Conversational AI Information Technology application.
- Provide 3-5 sample utterances for each Conversational AI Intent.
- Determine appropriate responses and conversation flows based on intents.
- Decide on business processes to handle "Transfer to Live Agent" interactions.
- Communicate business process changes to TeamDynamix ITSM users.

TeamDynamix Responsibilities:

- Provide insight and feedback on list of CLIENT-provided intents.
- Assist with creating additional utterances using Conversational AI tools.
- Oversee intent, utterance, and response configuration to ensure CLIENT is following best practices.
- Assist CLIENT with tuning the Conversational AI tool to help improve intent matching.
- Setup the standard TeamDynamix ITSM Ticket creation from Conversational AI response scenario.
- Determine appropriate meeting cadence during Conversational AI configuration period.
- Respond to CLIENT questions and support CLIENT during Conversational AI configuration.

Implementation Closure

Solution Testing

CLIENT Responsibilities:

- Create any necessary system test scripts and/or user acceptance test scripts required to meet internal testing requirements.
- Plan and perform system and/or user acceptance testing.
- Coordinate internal resources involved in the testing processes.

TeamDynamix Responsibilities:

- Provide go-live checklists and support client through configuration testing by responding and working to resolve issues.
- Perform unit testing on any workflow or integration activities developed by TeamDynamix consultants.



Solution Training

TeamDynamix provides training services as part of its implementations to prepare TDNext users for go-live. CLIENT and TeamDynamix will work together to coordinate training for TDNext users. TDNext users training is accomplished via a combination of training sessions, workshops, standard training videos, and knowledge base articles.

CLIENT Responsibilities:

- Identify resources that shall be the TeamDynamix System Administrators.
- Ensure the availability of the designated System Administrators throughout the course of the implementation.
- Coordinate and communicate TeamDynamix training plan to TDNext users prior to training sessions.
- If TeamDynamix training is performed on-site, CLIENT must provide a training lab with internet-connected computers.
- Communicate business processes that are changing as a result of the implementation. Additionally, create any supplemental documentation to support the changing business processes.

TeamDynamix Responsibilities:

- Provide Administrative training to individuals (typically 1-3) assigned as TeamDynamix Administrators by CLIENT. Administrative training takes place throughout the implementation, not via a dedicated Administration training course.
- Provide up to 2 live, instructor-led TeamDynamix application training sessions. CLIENT and TeamDynamix will decide on the training agendas during the implementation planning process. CLIENT may record training sessions for internal-use only.
- Provide up to 1 open-house/workshop session (60-90 minutes each) for staff to receive answers to questions about the TeamDynamix application. CLIENT may record open-house/workshop sessions for internal-use only.
- Provide access to standard training support materials available at the time of implementation.

Go-Live Support

TeamDynamix and CLIENT shall collaborate on a go-live strategy during the implementation. Following a 30-day go-live support period, the project will be closed out.

CLIENT Responsibilities:

- Communicate the go-live strategy to key stakeholders and the user community.
- Determine how work items from legacy applications will be addressed post go-live.
- Provide access to resources and systems to support the go-live.
- Participate in project close-out meeting and take full ownership of the TeamDynamix configuration and iPaaS integrations.
- Understand that future changes to TeamDynamix configuration and iPaaS integrations are the responsibility of the CLIENT.
- Direct future questions and issues to the TeamDynamix Support organization

TeamDynamix Responsibilities:

- Provide early life support to quickly identify and provide resolution to issues.
- Facilitate project close-out meeting and ensure CLIENT has necessary information to maintain solution going forward.
- Ensure CLIENT has any necessary credentials and access information related to configuration and integrations
- Provide support information and make introductions to TeamDynamix Customer Success Representatives.

Out-of-Scope

The following items are considered out-of-scope:

- Integration services beyond what is documented above
- Capabilities of the TeamDynamix solution not mentioned in the above Scope of Services
- Capabilities of the TeamDynamix iPaaS solution not mentioned in the above Scope of Services
- Capabilities of the TeamDynamix Conversational AI solution not mentioned in the above Scope of Services

Cost Summary

Professional Services Fees	
Cost Items	Year 1
Implementation - ITSM, PPM, CAI, & iPaaS	\$0.00
Professional Services Totals:	\$0.00

Payment Schedule

There are no implementation fees.

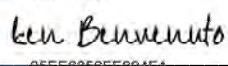
Acceptance

By signing below, CLIENT acknowledges that they have completely read and fully understand this Statement of Work document. CLIENT understands that (a) a complete set of requirements is necessary before TeamDynamix can begin any configuration or integration services; (b) additional requirements introduced after requirements approval may not be possible to incorporate or may require a change order for additional services; (c) timely feedback is necessary to complete any configuration or integration services on schedule; (d) they must take ownership of the applications, configuration, and/or integrations delivered by TeamDynamix Professional Services and future changes are the responsibility of CLIENT or must be made as part of an additional Professional Services engagement; (e) active participation during and after training sessions is crucial to CLIENT's success; (f) frequent meeting cancellations, "no shows", or changes to CLIENT project resources will have an impact on timelines and repetitive occurrences may result in additional costs and/or changes to schedules.

TeamDynamix Solutions LLC

Signature _____

Signed by:



95EE0050FE894E1

Print _____

ken Benvenuto

Title _____

CEO

Date _____

11/25/2024

Fresno Unified School District

Signature _____

Print _____

Patrick Jensen

Title _____

Chief Financial Officer

Date _____

Signature:



Print: Stacey Sandoval

Title: Executive Director Risk Management

Date: Dec 10, 2024

Exhibit D – OpenAI Terms & Conditions

OpenAI Terms & Conditions

By accessing and utilizing OpenAI (Chat GPT) in connection with its instance of Conversational AI ChatBot, Client expressly acknowledges and agrees to the following terms and conditions regarding the deployment of AI, specifically incorporating third-party AI services.

Client explicitly acknowledges the involvement of third-party AI technologies, agreeing to abide by their separate terms of service and/or policies, including but not limited to <https://openai.com/policies>, while TeamDynamix is released from any and all liabilities arising from the actions of third-parties whose services may be used to effectuate the services envisioned in this Agreement.

Client bears full responsibility for obtaining necessary permissions from parties whose data may be processed by any AI service for purposes of this Agreement, ensuring legal compliance, and respecting third-party intellectual property rights.

Additionally, Licensee accepts the inherent unpredictability, biases, and potential errors associated with all AI use, assuming responsibility for content validation. Licensee acknowledges that Licensor makes no representations about their rights to any output. By continuing to use the Applications and Conversational AI, Client affirms its understanding and acceptance of the AI use disclaimers in this **Exhibit D**.

23766836v2

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-15

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Amendment No. Five to Agreement with SimpleMSK – G2

ITEM DESCRIPTION: Included in the Board binders is amendment No. five to the agreement with SimpleMSK (formerly known as PhysMetrics) to add Simple Therapy Virtual MSK to the agreement. The amendment will provide a digital program to help prevent and improve musculoskeletal disorders. Simple Therapy handles the district's mental health, chiropractic, and acupuncture services.

The Joint Health Management Board (JHMB) has recommended approval as part of its strategic plan to control costs as musculoskeletal costs have risen. The program will guide participants through personalized exercise therapy routines tailored to their condition, physical abilities, and progress. A digital risk assessment tool will be given to eligible members, and a program will be made available digitally for the members to complete the program.

The agreement is for January 01, 2025, through December 31, 2025, with a three-year rate guarantee provided the program meets members' needs. Rate guarantees are built into the agreement based on outcomes, promoter scores, and return on investment. The JHMB will be re-evaluating the program during the 2025 calendar year. The cost is \$1.83 per member per month, with an estimated 8,300 members and an estimated annual cost of \$183,000.

These services align with the Joint Health Management Board's (JHMB) established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$308,000 are available in the Internal Service Health Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen

INTERIM SUPERINTENDENT APPROVAL:





Contract Number: 224306

Phsmetrics, Llc

Vendor Name

5596812020

Phone Number

Term (Duration) From: 1/1/2025

FUSD Contract Administrator:

Steven.Shubin@fresnounified.org

Name

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

Federal Funding Will Not Be Used

Po Box 25220 Fresno, Ca 93729-5220

Address

Arpit Khemka

Vendor Contact

Through: 12/31/2025

Benefits & Risk Management

Site/Dept

670 0841 0880 0000 6000 5852

Contract Amount: \$308,000.00

Estimated

Scope of Work Summary: *Renewal Agreement W/ Simplemsk, Formerly Known As Phsmetrics, To Administer Chiropractic, Acupuncture & Simplemsk Virtual Musculoskeletal Health Services For Benefit-Eligible Employees And Retirees.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

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

Steve Shubin

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

Patrick Jensen

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

Christina Everett

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

Please return signed agreement back to (name/email) : Christina.Everett@Fresnounified.org

Routing:CFO Board Date(if applicable): 12/18/2024

FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT
(PHYSMETRICS, LLC – FRESNO UNIFIED SCHOOL DISTRICT)

THIS FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, as amended, is to be effective as of January 1, 2025 (the “Effective Date”), by and between PHYSMETRICS, LLC, a California limited liability company, dba SimpleMSK Administrators (“PHYSMETRICS”), and FRESNO UNIFIED SCHOOL DISTRICT (the “Group”). PHYSMETRICS and Group are sometimes collectively referred to herein as the “Parties” or singularly by their individual names or as a “Party.”

BACKGROUND

- A. The Parties entered into that certain Management Services Agreement, dated effective as of January 1, 2021 (the “Management Services Agreement”).
- B. This Agreement was amended effective January 1, 2022 to extend the agreement to December 31, 2022. The Agreement was again amended effective January 1, 2023 to extend the agreement to December 31, 2023. The Agreement was again amended effective January 1, 2024 to extend the agreement to December 31, 2024.
- C. The Parties now desire to amend Section 5.2 of the Management Services Agreement to extend the current rates and provisions effective January 1, 2025 and through December 31, 2025, in accordance with Section 5.3 of the Agreement.
- D. The Parties also desire to add **SimpleMSK services** under this Agreement. SimpleMSK, a new set of virtual musculoskeletal health services introduced by **SIMPLETHERAPY, the parent company of PhysMetrics, LLC**, will provide additional health benefit management services to the Group’s eligible enrollees. This service will be available for a term of 12 months starting January 1, 2025, with the option to defer the start date to February 1, 2025, or March 1, 2025.
- E. Effective January 1, 2025, all references to the PhysMetrics, LLC in the Agreement, as amended, shall be read to mean SimplyTherapy, Inc.

AGREEMENT

Fresno Unified School District, through Delta Health Systems, will pay to PhysMetrics a premium for each eligible enrollee as follows:

SimpleMSK’s virtual musculoskeletal health services for members enrolled in the PPO medical plans A and B : \$1.83 Per Employee Per Month (PEPM). Associated dependents of eligible employees are automatically included in the coverage. The **\$1.83 PEPM** represents full and final compensation for all services provided under the SimpleMSK program. No additional direct or indirect compensation shall be payable to PHYSMETRICS or any affiliated entities, including **SIMPLETHERAPY**, in connection with the SimpleMSK program.

PHYSMETRICS agrees to a 3-year rate guarantee for SimpleMSK's Virtual musculoskeletal health Services provided to the Group if the Agreement is extended beyond December 31, 2025. The per employee per month (PEPM) rate of **\$1.83** will remain fixed and will not increase for a period of three years, commencing from the start date of SimpleMSK services under this Agreement. This rate guarantee applies exclusively to SimpleMSK's Virtual musculoskeletal health Services and includes all associated dependents as specified in the Agreement.

Provided that PHYSMETRICS continues to provide Management Services for both the chiropractic and acupuncture benefits of Group, this management fee premium shall remain in effect through December 31, 2025, commencing on the Effective Date.

“PHYSMETRICS”

“Group”

PHYSMETRICS, LLC,
a California limited liability company

FRESNO UNIFIED SCHOOL DISTRICT

By: Arpit khemka

By: _____

Its: Arpit khemka
CEO

Its: Patrick Jensen, Chief Financial Officer

11/22/24

Date

Approve As to Form:



Stacey Sandoval, Executive Director
Risk Management

Dec 8, 2024

Date

Revised Schedule 2.2:

Management Fees

Management Fees is hereby updated to include the following:

- Chiropractic Management Services: \$0.95 per employee per month
- Acupuncture Management Services: \$0.29 per employee per month
- SimpleMSK Virtual Musculoskeletal Health Services: \$1.83 per employee per month (inclusive of eligible dependents)

Revised Schedule 3.2:

Services

The "Services" is updated to list:

- Chiropractic Management Services
- Acupuncture Management Services
- SimpleMSK Virtual Musculoskeletal Health Services

SimpleMSK Virtual Musculoskeletal Health Services

The following services, collectively referred to as SimpleMSK Virtual Musculoskeletal Health Services, will be added under the Agreement and shall be provided by PHYSMETRICS Inc, the parent company of PhysMetrics, LLC:

1. **SimpleMSK Virtual Program:** PHYSMETRICS is a digital program that helps prevent and improve musculoskeletal disorders. The program guides participants through personalized exercise therapy routines which are tailored to their condition, physical abilities, and individual progress.
2. **Musculoskeletal Risk Assessment:** PHYSMETRICS will maintain and make available to eligible members a digital risk assessment tool. The tool provides eligible members with a musculoskeletal risk score in the form of a digital report delivered electronically via email. Groups will also receive a de-identified risk score of their participating population in the form of a digital report delivered electronically via email.
3. **Musculoskeletal Pain Management Programs:** PHYSMETRICS will maintain and make available to eligible members 18 digital pain management programs. These programs are accessible from most web-based browsers and have native iOS/Android mobile applications. These programs allow participants to complete personalized, video-guided exercise sessions at any time to address musculoskeletal disorders from head-to-toe. Participants may experience pain reductions, increased functional ability, and avoid more costly healthcare interventions as a result.
4. **Occupational Injury Prevention Programs:** PHYSMETRICS will maintain and make available to all eligible members digital occupational wellness programs in native iOS and Android mobile applications. These programs allow participants to complete personalized, video-guided exercise sessions tailored to their job-type. Participants may avoid occupational injuries, workers' compensation claims, and disability as a result of participating.
5. **Condition-Specific Programs:** PHYSMETRICS will maintain and make available to all eligible members digital programs with specific focus areas such as Pelvic Health Programs, Breathworks Programs in Web, native iOS and Android mobile applications. These programs allow participants to complete personalized, video-guided exercise sessions tailored to specific conditions. Participants may experience pain reductions, increased functional ability, and avoid more costly healthcare interventions as a result. Condition-specific programs are constantly being developed and are subject to change.
6. **Live, Virtual PT:** PHYSMETRICS's standard services for a member engaged in the program include ongoing health coach support and consultations with licensed physical therapists or physicians, as needed. PHYSMETRICS live, one-on-one virtual PT visits in its annual program. This feature offers a continuous relationship with a Licensed PT virtually beginning from the first 30–45-minute comprehensive visit based on their MSK risk and extending to every visit thereafter as much as the member needs. Each user will be able to schedule appointments and complete their Virtual visit within the PHYSMETRICS platform.
7. **Computer-Vision Enabled Motion Assessments:** Comprehensive, clinically-validated assessments using PHYSMETRICS's intuitive AI-enabled motion analysis for at-home or work assessments,

ensuring precise and real-time accuracy. These assessments will help gauge the member's mobility, identify any stress areas, and help further customize their exercise sessions. The purpose is to provide member's with an all-encompassing assessment of their current level of physical and movement health.

8. **Multi-Disciplinary Virtual Care Team:** PHYSMETRICS will provide each participant with a Care Team comprised of, at minimum, a health coach, physical therapist, and a doctor upon enrollment in any of the Musculoskeletal Pain Management Programs. The Care Team will assist participants to remain compliant in the program, monitor safety, and help navigate in and out of the program and appropriate. Depending on the needs of each participant, additional providers may be added to their care team, including, but not limited to, Occupational Therapists, Speech Language Pathologists, Chiropractors, Acupuncturists and/or behavioral health professionals.
9. **Support Services:** PHYSMETRICS will provide on-going technical and implementation support for the Programs, which may include a dedicated account executive; data reporting; technical feeds for eligibility or claims processing; training; and help lines.
10. **Care Pack:** PHYSMETRICS will provide each participant in any of the Musculoskeletal Pain Management Programs with a Care Pack to enhance the member experience. Items in the Care Pack may help accelerate pain relief and improvement in functional abilities when used as recommended by the program. Each Care Pack will be shipped to the participant upon their confirmation of a correct shipping address.
11. **Musculoskeletal Care Navigation:** PHYSMETRICS will establish care navigation protocols that are reviewed and approved by Group. These protocols will help triage members to the correct level of care if PHYSMETRICS is not the appropriate level of care based on their onboarding assessment or performance in the program.
12. **Virtual Ergonomics Assessments:** Certified ergonomists assess the work area for various risks that lead to fatigue, discomfort, and potential musculoskeletal injuries. Participants receive an individual-specific checklist including risk factors, assessment of current tools & improvement strategy and a detailed report analyzing the participants' strengths and opportunities. The report is followed up with a post-assessment check-up and personalized ergonomic advice.
13. **Advanced Claims Analytics Engine:** PHYSMETRICS will use its Advanced Claims Analytics Engine to regularly perform a matched cohort analysis of PHYSMETRICS participants. This will provide Group with quarterly reporting that shows the true savings seen in medical claims costs and prescription drug spend by implementing PHYSMETRICS.
14. **File Feeds:** PHYSMETRICS will establish and maintain systems to securely send and retrieve all eligibility files, claims data files, and any information containing member-level information. This may be in the form of flat files or APIs, as mutually agreed upon.
15. **Interoperability:** PHYSMETRICS will establish interoperability connections that are reviewed and approved by Group so as to provide warm hand-offs to other suppliers/vendors/ecosystem partners. These interoperability connections may be bi-directional feeds and subject to the willingness of other suppliers/vendors/ecosystem partners to participate.
16. **Reporting Services:** PHYSMETRICS will provide monthly reporting to Group on program utilization, clinical outcomes, and participant satisfaction in a PDF report delivered on or before the 15th of the month. These reports will include benchmarking data and that may help the program grow and maximize its performance.

17. **Annual Review:** Each year, PHYSMETRICS will attempt to coordinate an annual review of the program with Group. The Annual Review will provide a more detailed overview of the program's performance and include a review of our strategic roadmap and opportunities to maximize the value of the musculoskeletal services being provided.

Program Eligibility & Exclusions

1. **Eligibility:** Only Members who meet the following Eligible Member eligibility criteria.
 - 1.1. Members who will be permitted to use the Program must be at least 13 years of age, and:
 - 1.2. Have been diagnosed with a musculoskeletal condition in the past 12 months; or
 - 1.3. Have completed the musculoskeletal risk assessment; or
 - 1.4. Have reported joint pain or discomfort; or
 - 1.5. Want to prevent future pain (i.e. members who are obese and/or employed at a high-risk industry segment, etc.).
2. **Exclusions:** PHYSMETRICS has established the following exclusion criteria for Members who might meet the criteria set forth in this Program Eligibility & Exclusions section but are excluded because of the elevated clinical risk of these populations and the inappropriateness of PHYSMETRICS's management without being in the same location as such Members. This screening of exclusion is done by PHYSMETRICS's proprietary algorithm and/or PHYSMETRICS's Care Team. Upon exclusion, PHYSMETRICS's Care Team will take the necessary next steps to refer a Member to clinically appropriate care, by referring them to a care management program or any other established pathway authorized by Group.

Listed below are some of the scenarios where PHYSMETRICS's Care Team, after a virtual assessment, may make a decision to either exclude a member from participating in the program, or allow further participation:

 - 2.1. Surgery within the last six (6) weeks
 - 2.2. Three (3) or more lifetime surgeries to the affected area
 - 2.3. New-onset weakness in the legs
 - 2.4. A fall or direct trauma within the last six (6) weeks that has not been evaluated by a physician
 - 2.5. Any serious medical condition (i.e., cancer, stroke, heart attack, etc.) that has not been evaluated by a physician
 - 2.6. Undergoing active chemotherapy for cancer
 - 2.7. History of bleeding issues (i.e., hemophilia)
 - 2.8. Spinal cord injury

Implementation and Rollout

PHYSMETRICS agrees to collaborate with Group to implement the following measures to facilitate the SimpleMSK service rollout:

1. **Kiosk Installation:** PHYSMETRICS will install a kiosk at Group's wellness center to support member enrollment and activation upon referral from care coordinators.
2. **Communication Plan:** A detailed communication plan for program promotion is included in Care Marketing of this Addendum below, ensuring consistent engagement and awareness among eligible members.
3. **Annual Review:** PHYSMETRICS will provide an annual review to assess program effectiveness, including recommendations for maximizing service value.

Care Marketing:

Parties will work in good faith to optimize the adoption of the Program. PHYSMETRICS may design and execute additional enrollment tactics to optimize adoption of the Program.

With the cooperation of Group, PHYSMETRICS will establish integrations with the Group's benefits ecosystem, including but not limited to Wellness Center, care concierge, Care Management Unit, Care Navigation, and allocation of wellness points or financial incentives as part of integration with the Group's wellness program.

PHYSMETRICS may also deploy a kiosk at wellness centers (if any) to help members activate their account after they have received their referrals from the care coordinators at these centers.

Unless otherwise mutually agreed to by the Parties in writing, below is the Group marketing communication plan that will be used to drive adoption of the program. PHYSMETRICS agrees to carry out the design and creation, and help in distribution and execution of the below marketing plan with the Group.

Recommended Communications Plan

The **Communications Plan** is designed to drive program awareness and engagement among eligible members. The Communications Plan outlines the best practice communication pieces that PHYSMETRICS recommends to the Group to maximize member engagement.

Communication Plan

Launch Communications

- **Program Overview** on benefits page or portal
- **Program Launch Mailer**
- **Program Launch Email**
- **Program Launch Webinar or Onsite Visit for in-person engagement**

- **Senior Leadership Email** (template provided)
- **New Member Incentive Raffle** announcement
- **Loyalty Member Incentive Raffle** announcement

Ongoing Monthly Communications

- **Targeted Outreach** based on claims data via phone or mailer
- **New Member Incentive Raffle**
- **Loyalty Member Incentive Raffle**
- **Monthly Newsletter** provided by SimpleTherapy

Ongoing Quarterly Communications

- **Quarterly Sr. Leader or HR communication** to all eligible
- **Quarterly Physical Posters and Flyers** for placement at relevant locations
- **Quarterly Digital Banners/Monitor Slides** in high-visibility areas
- **Onsite visits for in-person engagement**

Potential Additional Care Marketing Channels

The following optional channels may be used to increase awareness and participation in the program, depending on Group's resources and strategy:

- a) **SMS Campaigns**
- b) **MSK Webinar Series**
- c) **Worker's Compensation Integration / Disability Outreach**
- d) **EAP/Mental Health Integration**
- e) **Other Ecosystem Integrations** (e.g., Diabetes, Pregnancy, Postpartum programs, on-site/near-site clinics, fitness, personal training, weight loss)
- f) **Internal Messaging Content** (e.g., Yammer, SharePoint)

Additional Communication and Engagement Support

- a) **Creative and Design Costs**
PHYSMETRICS will cover the full creative and design costs for all program communications, valued at \$3,500, which includes expenses for deploying a kiosk at the wellness center to support member engagement.
- b) **Campaign Execution Support**
PHYSMETRICS will handle all creative and design work for program communications. PHYSMETRICS' account executive will oversee and help execute all campaigns in alignment with the guidelines provided by the Group's benefits team.
- c) **New Hire Mailer Costs**
If the Group elects to implement monthly new hire mailers, PHYSMETRICS will bear the full costs associated with the design, printing, and postage.
- d) **Incentive Funding for raffles**

PHYSMETRICS will provide an annual budget of \$2,400 for program incentives, with a monthly allocation of \$200 at PHYSMETRICS' expense. While additional funding from the Group is encouraged to enhance engagement, it is not mandatory.

Ongoing Review and Communication Strategy Adjustment

PHYSMETRICS will conduct at least quarterly meetings with the Group to review and assess the communication strategy. This regular touchpoint allows for collaborative adjustments to ensure effective program promotion. If PHYSMETRICS determines at any time that the Group is not making reasonable efforts to support program communication and drive participation, PHYSMETRICS will escalate this concern to the Group for further review.

During these reviews, PHYSMETRICS and the Group will discuss expectations, evaluate suggestions, and address any issues raised. Together, they will determine the best course of action to optimize participation and ensure the Performance Guarantees remain achievable.

Data and Contact Information Integrity

To maximize the effectiveness of the communications plan, PHYSMETRICS will collaborate with the Group's benefits team and executive leadership to ensure access to accurate and up-to-date contact information for eligible members throughout the program year. During the implementation process, both parties will work to verify the integrity of contact information and incorporate any necessary supplemental data to reach all eligible participants effectively.

Performance Guarantee of SimpleMSK Program

PHYSMETRICS will place 100% of SimpleMSK fees at risk, equally distributed across the following three performance metrics:

a. **Participant Outcomes:**

- **Target:** 50% average improvement in participant-reported pain levels.
- **Guarantee:** If the annual average pain reduction does not meet or exceed 50% each year of the contract, PHYSMETRICS agrees to refund up to 33% of all Service Fees paid by the Group.

b. **Net Promoter Score (NPS):**

- **Target:** NPS score of 50 or higher annually.
- **Guarantee:** If the annual NPS falls below 50 each year of the contract, PHYSMETRICS agrees to refund up to 33% of all Service Fees paid by the Group.

c. **Return on Investment (ROI):**

- **Target:** A 2:1 ROI based on calculated savings to the Group from the Musculoskeletal Pain Management Program.
- **Guarantee:** If the calculated savings do not reach twice the Service Fees for a 12-month period, PHYSMETRICS agrees to refund the difference, up to 33% of all Service Fees paid, according to the terms below.

Independent Verification: Group is authorized to audit any findings performed by PHYSMETRICS concerning any of the guarantees. If there is a discrepancy between

PHYSMETRICS findings and Group's findings based on the methodology listed above, Group's findings will govern.

Terms and Definitions

- **Calculated Savings:** The difference between the Service Fees paid to PHYSMETRICS and the **Cost Savings** achieved by the Group. The cost savings will be independently validated by **Claremont Partners** or other 3rd party selected by Group using data from the JHMB's data warehouse.
- **Target Claims Reduction:**
 - Based on an estimated fee of \$181,785, the target claims reduction goal is \$363,570.
 - PHYSMETRICS agrees to put 1/3 of its fee (\$60,595) at risk, contingent upon meeting the target claims reduction.

Conditions for Retained Fees

- **Mental health claims** will be excluded from the ROI evaluation.
- **Partial Earning of At-Risk Fee:** PHYSMETRICS will retain a portion of the at-risk fee if at least 65% of the target claims reduction is achieved.
- **If less than 65%** of the target claims reduction is met, PHYSMETRICS will refund the entire at-risk fee (\$60,595).
- **If between 65% and 100%** of the target claims reduction is achieved, the retained fee is calculated as follows:
Retained Fee=(Actual Claims Reduction / Target Claims Reduction)×Fee at Risk

Sample Calculations

Example 1:

- **Target Claims Reduction:** \$363,570
- **Associated Fees at Risk:** \$60,595
- **Actual Claims Reduction:** \$236,321
- **Percentage of Target Achieved:** $236,321 / 363,570 \times 100 \approx 65\%$
- **Retained Fee Calculation:** $(236,321 / 363,570) \times 60,595 = 0.65 \times 60,595 \approx 39,387$
- **Retained Fee Amount:** \$39,387

Example 2:

- **Target Claims Reduction:** \$363,570
- **Associated Fees at Risk:** \$60,595
- **Actual Claims Reduction:** \$300,000
- **Percentage of Target Achieved:** $300,000 / 363,570 \times 100 \approx 82.5\%$
- **Retained Fee Calculation:** $(300,000 / 363,570) \times 60,595 = 0.825 \times 60,595 \approx 49,991$
- **Retained Fee Amount:** \$49,991

Cost Savings Study Methodology

To validate the ROI, cost savings will be measured using the following criteria:

- **Data Inclusion:** Only includes covered members aged 13 or older with claims categorized under MDC 8 (Musculoskeletal System and Connective Tissue Disorders).
- **Cohort Analysis:**
 - Two cohorts (SimpleMSK-enrolled and non-enrolled members) will be analyzed for MSK-related costs.
 - Per member annual savings calculated by taking the difference in average annual musculoskeletal claims costs associated with the two cohorts.
 - Total savings are calculated by taking into account the per-member average annual saving times the number of Covered Members who enrolled in the MSK program with at least 3 completed sessions.
- **Matched Pair Design:**
 - Cohorts matched based on age (in 10-year bands starting from 13-19), gender, and MSK diagnosis within the prior 12 months.
 - Study group: Members enrolled in the MSK program with at least three completed sessions.
 - Control group: Members not enrolled in the MSK program.
- **Additional Study Conditions:**
 - Minimum sample size of 250 participants, including at least 100 with prior MSK claims is desired
 - If participation in program is below 250/100, the ROI calculation will be based on those in the study group for the purpose of any contractual guarantees.
 - Top 5% of total spend outliers will be excluded from both study and control groups.
 - Baseline claims data (12 months prior to program enrollment) compared with claims data 12 months post-enrollment.
 - Indirect savings (e.g., absenteeism, productivity) are excluded.
 - Only chronic and acute MSK programs, along with pelvic floor programs, are included in the savings analysis.

Definition of “Sessions”: Sessions are defined as participation in video-guided exercises, visual movement assessments, or live 1:1 sessions with the Care Team. Simple logins to the app or website do not qualify as sessions.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-16

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement Renewal with Multi Marketing Corporation dba Archer & Hound Advertising – G2

ITEM DESCRIPTION: Included in the Board binders is an agreement renewal with Archer & Hound Advertising to provide communication consulting services supporting the Joint Health Management Board (JHMB) and its various health and wellness initiatives. Archer & Hound Advertising will perform a wide variety of different work, including website maintenance and management, IT development, JHMB marketing and communications, and public relations.

Archer & Hound Advertising has helped JHMB create the current website and identify inefficiencies in the communication strategy. JHMB's goal is to continually improve its communications to help our employees, retirees, and dependents find the information, answers, and resources they need regarding their plan choices.

The Archer and Hound Advertising agreement renewal is for an additional three years through December 31, 2027, with a 5.7% increase in 2025 and a 5.4% increase in 2026. Starting January 01, 2025, year one will cost \$168,000.

The services align with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active and retired employees.

FINANCIAL SUMMARY: Sufficient funds in the amount of 168,000 are available in the Internal Service Health Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL: 





Contract Routing Form

Contract Attached

Contract Number: 223843

Federal Funding Will Not Be Used

Multi Marketing Corp

7910 N Ingram Avenue

Vendor Name

Address

559-454-9400

Jessica Blanchfield

Phone Number

Vendor Contact

Term (Duration) From: 1/1/2025

Through: 12/31/2027

FUSD Contract Administrator:

Steven.Shubin@fresnounified.org

Name

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

Benefits & Risk Management

Site/Dept

680 0841 0880 0000 6000 5899

Contract Amount: \$168,000.00

Estimated

Scope of Work Summary: *Archer & Hound Advertising To Provide Communication Consulting Services Supporting The Joint Health Management Board (Jhmb) And Its Various Health And Wellness Initiatives.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

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

Steve Shubin

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

Patrick Jensen

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

Darey A. S.

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

Please return signed agreement back to (name/email) : C h r i s t i n a . E v e r i t t @ F r e s n o u n i f i e d . O r g

Routing: *Board Date(if applicable): 12/18/2024*

AMENDMENT

Multi Marketing Corp. dba Archer & Hound Advertising Services Agreement

This Amendment (the “Amendment”), effective January 1, 2025, to the Services Agreement effective September 1, 2022 (the “Agreement”), by and between Multi Marketing Corp. dba Archer & Hound Advertising (“Contractor”) and Fresno Unified School District (“FUSD”) amends certain provisions of the Agreement.

Se

Whereas the Agreement expires December 31, 2024;

Whereas FUSD and Contractor wish to extend the terms of the Agreement; update fees and revise the scope of work;

Therefore, the Agreement is amended as follows:

1. Section 1 is revised to read:

1. Contractor Services. Contractor agrees to provide the following services:

PROPOSED SCOPE OF WORK	
Website Maintenance & Management	<ul style="list-style-type: none">• Monthly back-ups and software/plug-in updates• Content updates• Analytics/data reports
IT development	<ul style="list-style-type: none">• Email Management Software support• District software integration support
Annual Planning	<ul style="list-style-type: none">• Develop an annual communication plan for proactive communication pieces
Ongoing JHMB Marketing/Communications	<ul style="list-style-type: none">• Develop communication pieces for JHMB communication to members• Outreach platforms include<ul style="list-style-type: none">○ Website Content○ Emails○ Direct Mail
Public Relations & Crisis Management	<ul style="list-style-type: none">• Create communication pieces for media responses or crisis communication
Committee Projects	<ul style="list-style-type: none">• Develop requested communication pieces for JHMB committees (i.e. Rx, WellPATH)
Board meetings	<ul style="list-style-type: none">• At least 4 meetings a year of any assigned employee of Contractor
District Meetings	<ul style="list-style-type: none">• Bi-weekly meetings with District Point Person to discuss current and upcoming projects
Project Forms	<ul style="list-style-type: none">• All assignments must be submitted to A&H on the prescribed form.

	<ul style="list-style-type: none"> • A&H is authorized to reject any directions that are not provided in this format.
Workflows	<ul style="list-style-type: none"> • A point person from the District will be appointed to assign projects to A&H • Professional Staff shall complete and submit Project Forms to the District Point Person, to be assigned to A&H • The District Point Person will review projects and give approvals directly to A&H (gathering feedback from Professional Staff as needed). A&H shall consider any approvals or comments from the District Point Person to be final.
Special Projects/Above and Beyond	<ul style="list-style-type: none"> • New communication mediums (i.e. video production, website rebuild, new web page development, social media, paid advertising, etc.). • Any additional projects can be quoted on a per-project basis

2. Section 4 is revised to read as follows:

4. Term. This Agreement shall begin on January 1, 2025 and shall terminate on December 31, 2027. There shall be no extension of the term of the Agreement without prior written consent from all parties.

3. Section 5 is revised to read as follows:

5. Compensation. FUSD agrees to pay Contractor:

2025 (\$175/hr.): \$14,000/month

2026 (\$185/hr.): \$14,800/month

2027 (\$195/hr.): \$15,600/month

Any “Special Projects/Above and Beyond” shall be quoted in advance based on the rates in effective at the time of the project.

FUSD and Contractor have implemented procedures to streamline workflow and increase efficiency. Contractor agrees to report monthly as to the progress of the new system and any effect it has on hours used. If there are unallocated hours available at the end of the year, those hours can be applied to “Special Projects/Above and Beyond” to offset any costs associated with such special project assigned by the Joint Health Management Board.

Remainder of page left intentionally blank.

All other terms of Agreement shall remain in full force and effect.

This Amendment shall be effective January 1, 2025.

FRESNO UNIFIED SCHOOL DISTRICT

MULTI MARKETING CORP., DBA
ARCHER & HOUND

By: Patrick Jensen
Its: Chief Financial Officer

By: Jessica Blanchfield
Its: Pres

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-17

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement Renewal with Origami Risk, LLC – G2

ITEM DESCRIPTION: Included in the board binders is an agreement for renewal with Origami Risk, LLC for continued use of the Origami Risk Management Information System (RMIS). Origami's RMIS is the existing claims management software used to process and report Workers' Compensation and general liability claims.

The district has used the Origami Risk, LLC software platform since December 2016. The original selection of Origami Risk, LLC and its RMIS was a result of Request for Proposal 16-20, approved by the Board of Education on December 14, 2016. This renewal agreement allows for a three-year term extension through December 2027.

The annual cost for the three-year term is \$125,232, with the maximum cost of \$375,696 over the term of the agreement.

FINANCIAL SUMMARY: Sufficient funds for the average annual cost of approximately \$125,232 are available in the Internal Service Liability budget.

PREPARED BY: Stacey Sandoval

DIVISION: Business & Financial Services

CABINET APPROVAL PHONE: : (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

INTERIM SUPERINTENDENT APPROVAL:





Contract Number: 223860

Origami Risk Llc

Vendor Name

949-357-1880

Phone Number

Term (Duration) From: 12/30/2024

FUSD Contract Administrator:

Stacey.Sandoval@fresnounified.org

Name

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

690	0861	0880	5899	0000	6000
680	0851	0000	5899	0000	6000

Contract Amount: \$375,696.00

Benefits & Risk Management

Site/Dept

Estimated

Scope of Work Summary: Software - Origami 'S Rmis Is The Existing Claims Management Software Used To Process And Report Workers' Compensation And General Liability Claims.

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

Routing Order:

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

Stacey Sandoval

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

Patrick Jensen

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

Sherry Sandoval

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

Please return signed agreement back to (name/email) : Mai.Moua@FresnoUnified.org

Routing:BOE Board Date(if applicable): 12/18/2024

2309 Tulare Street,
Fresno, CA 93721

Stay Connected with Fresno Unified:
www.fresnounified.org

Contract Routing Form

Contract Attached

Federal Funding Will Not Be Used

26687 Network Place

Address

Teri Constantian

Vendor Contact

Through: 12/30/2027

Benefits & Risk Management

Site/Dept

690	0861	0880	5899	0000	6000
680	0851	0000	5899	0000	6000

Estimated

II. Academic Return on Investment

Situation	Inputs	Outputs	Outcomes (Must be measurable)			
Problem and Need	Investments (e.g., equipment, funds, product, services, staff)	Activities	Participants	Short-term (Learning)	Mid-term (Change in Behavior or Performance)	Long-term (Change in Condition)
		<i>What we do</i>	<i>Who we reach</i>	<i>Expect to see</i>	<i>Want to see</i>	<i>Hope to see</i>
As a self-administered Workers' Compensation agency the District is required to utilize a claims management system for the administration of Workers' Compensation claims. There are no internal systems with claim management abilities; therefore, the District contracts with Origami for ongoing maintenance of a claims management system, allowing the District to stay in compliance with State regulations.	\$376,696 for a three-year period	Administer benefits for any/all employees and former employees on workers' compensation to include time off pay and medical treatment benefits.	<i>All current/former employees of FUSD</i>	30% closure of claims during the fiscal year	10% cost savings	15% reduction in claims/injuries overall through training of personnel about injury prevention. The Origami system produces reports that can be utilized to analyze injury trends.

ORDER FORM #20241230

CONTACT INFORMATION	
Client: Fresno Unified School District	Bill To Contact: Stacey Sandoval
Address: 4498 N. Brawley	Bill To Email: stacey.sandoval@fresnounified.org
Fresno, CA 93722	
Primary Contact: Nichole Kearn	Is purchase order (PO) required? <input checked="" type="checkbox"/>
Primary Contact Email: nicole.kearn@fresnounified.org	Upon entering into this Order Form, please send any Pos, vendor registration links or tax exemption certificates to finance@origamirisk.com

SUBSCRIPTION DETAILS

Subscription Term: 36 Months

Effective Date: 2024-12-30

RECURRING SUBSCRIPTIONS – LICENSES	
Subscription	Quantity / Functionality Purchased
Workers' Compensation Solutions - Mitchell Fee(s)	Functionality Selected
Source Code Escrow	Client may elect to enroll as a beneficiary to Origami's source code escrow deposit account (currently maintained by Iron Mountain). In order to enroll, Client must complete a Beneficiary Enrollment Form and return the completed form to Origami.
Enterprise-Wide Record Entry	Up to 2500 records added per year
Workers' Compensation Solution(s)	1 Jurisdiction(s) Available
Claims Admin User(s)	8 Claims Admin User(s)
Light User(s)	1 User(s)
Full User(s)	2 User(s)
RMIS	Functionality Selected
Annual Total: \$83,990.00	

RECURRING SUBSCRIPTIONS – HOSTING	
Subscription	Quantity / Functionality Purchased
Additional Non-Searchable File Attachment Storage	100 Additional GBs of Non-Searchable File Attachment Storage
Hosting, Network & Storage	Up to 25000 Claim(s), Incident(s), Policy(s), and Other Record(s)
Free Non-Searchable File Attachment Storage	Includes 100 GBs of Non-Searchable file storage
Annual Total: \$18,400.00	

RECURRING SUBSCRIPTIONS – DATA PROCESSING	
Subscription	Quantity / Functionality Purchased
Financial Mgmt Interface	Special Data Processing – CGI Advantage
PBM/Prescription Interface	Special Data Processing - ExpressScripts
CMS-111 Interface	Integration Selected
ISO Claim Search / Fraud Indexing	Integration Selected
1099 Data Interface or Export	Data Feed Selected – Encrypted Flat File via SFTP
Medbill 2 way interface	Integration Selected – Encrypted Flat File via SFTP
HR Employee Demographic Import	Integration Selected – Encrypted Flat File via SFTP

Annual Total: \$39,675.00

RECURRING SUBSCRIPTIONS – Client Support	
Subscription	Quantity / Functionality Purchased
Client Support Tier	Selected Client Support tier includes support resourcing based on up to 5 hours of Client Support services per month beginning on the Effective Date.
	Annual Total: \$15,000.00

Annual Fees (before discount): \$157,065.00
Discount (applied to \$157,065.00): (\$31,833.00)
Total Annual Fees: \$125,232.00

BILLING DETAILS AND ADDITIONAL TERMS
This Order Form is effective as of the Effective Date (as identified above) for the purchase of the subscription services listed above from Origami Risk LLC (“Origami”). This Order Form is subject to all the terms and conditions of the underlying agreement between Client and Origami (the “Agreement”). To the extent the Agreement does not contemplate order forms, this Order Form will be deemed a Statement of Work for purposes of the Agreement. This Order Form will be deemed a part of the Agreement. Origami and Client agree that the term of the Agreement shall be extended through the duration of the term of this Order Form.
Fees for the first year of recurring subscription fees and all one-time fees under this Order Form will be invoiced and due upon execution of this Order Form. Fees for ongoing contract years are due annually upfront on each anniversary date thereafter. All fees are subject to applicable sales tax, which will appear separately on each invoice. All travel costs and expenses will be pre-approved by Client in writing and billed to Client as incurred.
Service descriptions and service-specific terms and conditions are set forth at origamirisk.com/servicedescriptions , which are hereby incorporated by reference in the form available at such link as of the Effective Date. Additional professional services may be set forth in other Statements of Work as agreed between the parties.

ORDER FORM APPROVAL

The undersigned agree to this Order Form.

ORIGAMI RISK LLC



By: _____

Name: Earnest Bentley
(Print Name)

Title: President, Risk Solutions

Date: November 11, 2024

FRESNO UNIFIED SCHOOL DISTRICT

By: _____

Name: Patrick Jensen
(Print Name)

Title: Chief Financial Officer

Date: _____

Approved As To Form:

Dec 6, 2024

Stacey Sandoval, Executive Director Risk
Management

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-18

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Award of Bid 25-15 Sections A and B, Intrusion Security Upgrades Phase 3 – G2

ITEM DESCRIPTION: Included in the Board binders is information on Bid 25-15 Sections A and B, Intrusion Security Upgrades Phase 3. This project will remove obsolete equipment and install new district provided intrusion alarm equipment and infrastructure at Balderas, Greenberg, Heaton, Hidalgo, Homan, Mayfair, Vinland, Webster, and Wolters Elementary Schools, and Terronez Middle School. The project will replace aged intrusion equipment that requires frequent repairs and utilizes outdated software, to allow for more efficient monitoring and communication.

The request for bids was lawfully advertised on October 11, 2024. Notifications were sent to 195 firms plus six construction trade publications, and the district received two responses. Bids were opened on November 19, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Section A (Heaton, Homan, Mayfair, Vinland, and Wolters Elementary Schools)
Audeamus dba Sebastian (Fresno, California) \$846,885.

Section B (Balderas, Greenberg, Hidalgo, Webster Elementary Schools and Terronez Middle School)
Audeamus dba Sebastian (Fresno, California) \$828,950.

The district purchased intrusion alarm equipment utilizing a formal bid contract totaling \$53,998 to mitigate long lead times. The total construction cost of the project is \$1,729,833.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,675,835 are available in the Measure M Funds.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

INTERIM SUPERINTENDENT APPROVAL: 



FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

Bid No. 25-15 SECTION A, INTRUSION SECURITY UPGRADES PHASE 3

Bid Opening Date: November 19, 2024 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1A HEATON ELEMENTARY	BASE BID 2A HOMAN ELEMENTARY	BASE BID 3A MAYFAIR ELEMENTARY	BASE BID 4A VINLAND ELEMENTARY	BASE BID 5A WOLTERS ELEMENTARY	TOTAL BID AMOUNT
Audeamus, dba Sebastian	Fresno	\$167,555	\$169,015	\$176,485	\$169,860	\$163,970	\$846,885
EKC Enterprises, Inc.	Fresno	\$218,200	\$262,900	\$308,600	\$275,300	\$263,500	\$1,328,500

Award will be by Section.

Low bid for Section A determined by combined total of Base Bids.

Staff recommends award of all Base Bid items for \$846,885 to Audeamus dba Sebastian the lowest responsive, responsible bidder.

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

Bid No. 25-15 SECTION B, INTRUSION SECURITY UPGRADES PHASE 3

Bid Opening Date: November 19, 2024 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1B BALDERAS ELEMENTARY	BASE BID 2B GREENBERG ELEMENTARY	BASE BID 3B HIDALGO ELEMENTARY	BASE BID 4B WEBSTER ELEMENTARY	BASE BID 5B TERRONEZ MIDDLE	TOTAL BID AMOUNT
Audeamus, dba Sebastian	Fresno	\$169,075	\$165,060	\$173,480	\$162,660	\$158,675	\$828,950
EKC Enterprises, Inc.	Fresno	\$194,500	\$247,100	\$226,300	\$222,700	\$283,100	\$1,173,700

Award will be by Section.

Low bid for Section B determined by combined total of Base Bids.

Staff recommends award of all Base Bid items for \$828,950 to Audeamus dba Sebastian the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-19

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Approve Award of Request for Proposals 25-10, Leadership Development Clear Administrative Services Credential Digital Platform

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposals (RFP) 25-10, Leadership Development Clear Administrative Services Credential (CASC) Digital Platform, to provide an online learning platform that provides current content and houses artifacts that demonstrate the development and growth of Fresno Unified School District leaders who are completing the Clear Administrative Services Credential (CASC) program. To ensure that our Leaders are being developed to meet the unique needs of our district and students, the platform will provide data in a timely and efficient manner to support ongoing data-driven professional development for leaders and to monitor the progress of the leader's completion of program requirements. The initial term is for three-years beginning December 19, 2024, with the option to extend for two additional one-year periods.

The Request for Proposals was lawfully advertised on September 18, 2024, and September 25, 2024. Proposals were opened on October 11, 2024. Notifications were sent to 355 vendors, and the district received four responses. The RFP process allows for a variety of factors to be considered in addition to price, to identify the best value vendor for the district. The evaluation of proposals was primarily based on qualifications, ability to meet timeline, and pricing. The evaluation panel, comprised of Fresno Unified leadership development staff, recommends approval of the following vendor:

Engine Room Technology Company (Philadelphia, PA)

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

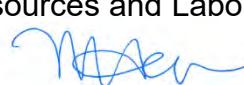
FINANCIAL SUMMARY: Sufficient funds in the amount of \$193,200 are available in the Leadership Development budget.

PREPARED BY: Kimberly Villescaz

DIVISION: Leadership Development

CABINET APPROVAL PHONE: 559-457-3713

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

INTERIM SUPERINTENDENT APPROVAL: 



FRESNO UNIFIED SCHOOL DISTRICT

PROPOSAL SCORING SUMMARY

RFP No. 25-10, Leadership Development Clear Administrative Services Credential (CASC) Digital Platform

RFP Opening Date: October 11, 2024 prior to 2:00 P.M.

Buyer: Edward Van Patten

CONTRACTOR	CITY	AWARD
Engine Room Technology Company	Philadelphia, PA	Yes
Engage! Learning, LLC., dba engage2learn	Austin, TX	No
Instructure	Salt Lake City, UT	No
Thrive Industries Incorporated	Washington, DC	No

Staff recommends award to Engine Room Technology Company the responsible and responsive proposer whose proposal is most advantageous to the district with qualifications, ability to meet timeline, and pricing being the primary factors.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-20

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Award of Request for Qualifications 25-05, App-Based Social Emotional Supports and After-Hours Support Hotline – G2

ITEM DESCRIPTION: Included in the board binders is information on Request for Qualifications (RFQ) 25-05, to qualify a pool of vendors for services in the categories of App-Based Social Emotional Support and After-Hours Support Hotline. This consists of sub-clinical/non-therapeutic social-emotional support via app-based platforms and/or an after-hours phone line for support for students that includes a communication structure for follow-up with school sites to ensure a continuum of care for students in Fresno Unified School District. The success of the services provided will be measured by an increase in access to social-emotional resources and increased access to mental health services. The vendors will provide utilization data at district, site, and demographic levels. Additionally, by increasing access to resources and mental health services, we can expect to see an increase in student attendance, a decrease in student suspensions, and an increase in academic success. The term is a one-year period with the option to renew for four one-year periods and will begin January 01, 2025.

The Request for Qualifications was lawfully advertised on October 07, 2024, and October 14, 2024. Qualifications were received on October 25, 2024. Notifications were sent to 59 vendors, and the district received 7 responses. Evaluation of proposals were based on qualifications, insurance and regulatory matters, overall project approach, high quality content and materials, usage data reporting, and pricing. The evaluation panel, comprised of Fresno Unified Department of Prevention and Intervention staff and members of the Fresno Teachers Association recommends approval of the following vendors:

Category A, App-Based Social Emotional Support (2 qualified vendors) Estimated annual cost \$2,000,000

Category B, After-Hours Support Hotline (3 qualified vendors) Estimated annual cost \$2,000,000

Statements of qualifications and scoring matrices are available for review in the Purchasing Department.

Approval will allow departments to utilize qualified vendors for services as needed. Purchase orders will be presented to the board for ratification in future purchase order reports.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$6,000,000 are available in the Arts and Music Block Grant.

PREPARED BY: Rita Baharian

DIVISION: Diversity, Equity, and Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. *Carlos Castillo* (Dec 8, 2024)

INTERIM SUPERINTENDENT APPROVAL: *M. A. Hernandez*

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS

RFQ No. 25-05, App Based Social Emotional Supports and After-Hours Support Hotline

RFQ 25-05: CATEGORY A – APP-BASED SOCIAL EMOTIONAL SUPPORT

SimpleTherapy, Inc.
Uwill, Inc.

Fresno, CA
Natick, MA

RFQ 25-05: CATEGORY B – AFTER-HOURS SUPPORT HOTLINE

Gaggle.Net, Inc.
SimpleTherapy, Inc.
Uwill, Inc.

Dallas, TX
Fresno, CA
Natick, MA

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-21

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below – G2

ITEM DESCRIPTION: Included in the Board binders is information on Change Orders for the projects as follows:

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 16 includes but may not be limited to adding the following: temporary electrical power, rerouting of irrigation, domestic water supply and connections, cubicle curtains for Nurse, decomposed granite and concrete pathways, wood mulch around buildings, downspout brackets, interior framing and soffit, floor grinding and leveling, removal of play area wood chips, demo of plaster and framing, and add 151 days to contract duration.

Original Contract Amount:	\$ 11,654,000
Change Order(s) previously ratified:	\$ 963,336
Change Order 16 presented for ratification:	\$ 150,784
New Contract Amount:	\$ 12,768,120

Bid 22-21, Francine and Murray Farber Educational Campus, Change Order 13 includes but may not be limited to adding the following: insurance and labor compliance extension, electrical infrastructure, rubber flooring, pedestrian striping, decomposed granite, electrical infrastructure relocation and components, and add 29 days to the contract duration.

Original Contract Amount:	\$ 47,847,268
Change Order(s) previously ratified:	\$ 3,031,176
Change Order 13 presented for ratification:	\$ 210,450
New Contract Amount:	\$ 51,088,894

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization, Change Order 5 includes but may not be limited to adding the following: sound board, relocation of monitors, framing infill, fence posts and closure panel, relocate water heater and add 7 days to the contract duration.

Original Contract Amount:	\$ 2,014,850
Change Order(s) previously ratified:	\$ 54,927
Change Order 5 presented for ratification:	\$ 30,838
New Contract Amount:	\$ 2,100,615

Bid 24-18, Farber Educational Campus South Building A Modernization, Change Order 1 includes but may not be limited to adding the following: concrete demolition, roof framing, heating, ventilating, and air conditioning refrigerant piping, concrete block infill, and electrical infrastructure demolition and removal.

Original Contract Amount:	\$ 7,428,160
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 158,335
New Contract Amount:	\$ 7,586,495

Bid 24-25, Education Center Board Room Remodel, Change Order 1 includes but may not be limited to adding the following: concrete demolition and removal, hazardous material abatement, carpet and hardwood flooring, access control devices and equipment and add 24 days to the contract duration. Change Order 2 includes but may not be limited to adding the following: modification of heating, ventilating, and air conditioning equipment and controls, floor repairs and polishing, custom brass polishing and infills, new wall framing, and credits for painting and carpet flooring.

Original Contract Amount:	\$ 4,601,000
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 50,575
Change Order 2 presented for ratification:	\$ 104,273
New Contract Amount:	\$ 4,855,848

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization, Change Order 1 (Admin Bldg. and West Hall) includes but may not be limited to adding the following: hydro excavation and relocation of electrical panel and underground infrastructure. Change Order 1 (Library) includes but may not be limited to adding the following: revise heating, ventilating, and air conditioning to mechanical cooling and relocate underground electrical infrastructure.

Change Order 1 (Theater) includes but may not be limited to adding the following: revision of toilet partitions.

Original Contract Amount (Admin Bldg., Library, West Hall, and Theater):	\$ 17,837,000
Original Contract Amount (Admin Bldg. and West Hall):	\$ 10,377,000
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 61,759
New Contract Amount:	\$ 10,438,759
Original Contract Amount (Library):	\$ 3,685,000
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 387,748
New Contract Amount:	\$ 4,072,748
Original Contract Amount (Theater):	\$ 3,775,000
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 5,206
New Contract Amount:	\$ 3,780,206
New Contract Amount (Admin Bldg., Library, West Hall, and Theater):	\$ 18,291,713

Bid 24-51, Wawona Middle School Sitework and Portable Improvement, Change Order 1 includes but may not be limited to adding the following: rerouting of underground electrical and irrigation infrastructure, install drywells, provide fire alarm site infrastructure, revise and relocate site concrete and fencing and add 43 days to the contract duration.

Original Contract Amount:	\$ 1,623,100
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 130,194
New Contract Amount:	\$ 1,753,294

Bid 24-54, Bullard High School Fencing Improvements, Change Order 1 includes but may not be limited to adding the following: ornamental fence color change, modifications to rolling gates and credit for underground electrical infrastructure.

Original Contract Amount:	\$ 2,034,449
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 9,220
New Contract Amount:	\$ 2,043,669

Bid 24-60, McCardle Elementary School Portables Improvement, Change Order 1 includes but may not be limited to adding the following: irrigation isolation valves, sewer piping size increase, revise storm drain connection points and add 7 days to the contract duration.

Change Order 2 includes but may not be limited to adding the following: wall bracing, storm drain inlet and connection, video surveillance system, site cabling for intrusion alarm, sod grass, gate supports, hot water heater revision and add 100 days to the contract duration.

Change Order 3 includes but may not be limited to adding the following: revise door swing and site utility revision.

Original Contract Amount:	\$ 1,072,103
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 30,516
Change Order 2 presented for ratification:	\$ 25,789
Change Order 3 presented for ratification:	\$ 5,369
New Contract Amount:	\$ 1,133,777

Bid 24-89, Service Center Bus Lift Replacement, Change Order 1 includes but may not be limited to adding the following: removal of concrete slab material, and add 42 days to the contract duration.

Original Contract Amount:	\$ 359,999
Change Order(s) previously ratified:	\$ 0
Change Order 1 presented for ratification:	\$ 19,340
New Contract Amount:	\$ 379,339

Bid 24-95, Addicott Elementary School Shade Structures and Site Improvements, Change Order 1 includes but may not be limited to adding the following: remove and replace concrete, site fencing and concrete curb.

Original Contract Amount:	\$ 757,449
Change Order(s) previously ratified:	\$ 0

Change Order 1 presented for ratification:	\$ 47,147
New Contract Amount:	\$ 804,596

Bid 24-97, Tehipite Middle School FUSD Technology Hub, Change Order 2 includes but may not be limited to adding the following: demolition of windows and louvers, wall framing and finishes, and window frames.

Original Contract Amount:	\$ 3,565,015
Change Order(s) previously ratified:	\$ 14,968
Change Order 2 presented for ratification:	\$ 20,298
New Contract Amount:	\$ 3,600,281

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architect Inspector of Record, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,044,758 are available in the Measure M Fund for Bids 22-01, 22-21, 24-16, 24-18, 24-35, 24-89 and 24-97, \$254,848 is available in the General Fund for Bid 24-25, \$191,868 is available in the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 24-51 and 24-60, \$47,147 is available in the School Facilities Fund for Bid 24-95, and \$9,220 is available in the Measure X Fund and Community Redevelopment Grant for Bid 24-54.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559)457-3134

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

INTERIM SUPERINTENDENT APPROVAL: 





CHANGE ORDER

PROJECT NAME:

FUSD Addams Elementary Building Additions/Moderniza
2117 West McKinley Avenue
Fresno CA 93728

CHANGE ORDER No. :**16**

DSA File No.:

10-48

Application No.:

02-117220

CONTRACTOR:

AMG & Associates Inc
26535 Summit Circle
Santa Clarita CA 91350-

DESIGNER'SPROJECT No. :

1725

FUSD BID/CONTRACT No.:

22-01

CONTRACTOR P.O. No. :

743100

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

The original Contract Sum was	\$11,654,000.00
Net change by previously authorized Change Orders	\$963,335.68
The Contract Sum prior to this Change Order was.....	\$12,617,335.68
The Contract Sum will be adjusted by.....	\$150,783.56
The new Contract Sum including this Change Order will be.....	\$12,768,119.24
The Contract Completion date prior to this Change Order was	6/24/2024
The Contract Time will be adjusted by.....	(151) Calendar Days
The new Contract Completion date, including this Change Order is therefore	11/22/2024

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
6790 N. West Ave
Fresno, California 93711

Accepted by:

AMG & Associates Inc
26535 Summit Circle
Santa Clarita CA 91350-

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

DESIGNER:

By: Antonio J. Avila, Architect

CONTRACTOR:

Anthony R. Traverso

Digitally signed by Anthony R.
Traverso
Date: 2024.11.14 10:13:25 -08'00'

By:

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 11/6/2024

Date: _____

Date: _____



CHANGE ORDER

FUSD Addams Elementary Building Additions/Modernization
CHANGE ORDER NO.: 16
DATE
Project No.: 1725

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

Item 16 - 1	DESCRIPTION OF CHANGE: Provide temp power to the irrigation booster pump during work area 2A.
	REASON FOR CHANGE: The irrigation pump was designed to receive power from Building M. Temporary power is needed to keep the booster pump operational during construction.
	CHANGE CATEGORY: Designer E & O.
	DOCUMENT REFERENCE: COR042 RFI057
	Amount of this Change Order Item: INCREASE \$10,763.83
	Time adjustment by this Change Order Item: UNCHANGED 0
Item 16 - 2	DESCRIPTION OF CHANGE: Realign the new irrigation mainline at the playground to extend further east. Remove the existing mainline and control wires located east of the basketball court, and establish a new connection to the existing mainline situated north of the basketball court area
	REASON FOR CHANGE: This adjustment was necessary because the new irrigation main line ran under playground equipment, and the existing mainline obstructed the construction of a new retaining wall.
	CHANGE CATEGORY: Unknown, Unforeseeable, Hidden
	DOCUMENT REFERENCE: COR021.1 SI07.1
	Amount of this Change Order Item: INCREASE \$10,400.97
	Time adjustment by this Change Order Item: INCREASE 5
Item 16 - 3	DESCRIPTION OF CHANGE: Provide and install water Supply for two Drinking Fountains at baseball field
	REASON FOR CHANGE: The contract documents do not include provisions for new drinking fountains at the baseball field.
	CHANGE CATEGORY: District Requested change.
	DOCUMENT REFERENCE: COR068.1 RFP017
	Amount of this Change Order Item: INCREASE \$13,283.47
	Time adjustment by this Change Order Item: UNCHANGED 0

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

Item 16 - 10	DESCRIPTION OF CHANGE: Reconnect domestic water lines at the new classrooms 5 and 6.
	REASON FOR CHANGE: During demolition and the connection to the existing water main, shut-off valves were installed under the assumption that the water lines were configured as a loop system. However, the as-built drawings were inaccurate, resulting in a loss of water supply to four classrooms downstream of Building B. This reconnection was necessary to restore water service to those classrooms.
	CHANGE CATEGORY: Unknown, Unforeseeable, Hidden
	DOCUMENT REFERENCE: RFI185 COR092
	Amount of this Change Order Item: INCREASE \$7,343.60
	Time adjustment by this Change Order Item: INCREASE 3
Item 16 - 11	DESCRIPTION OF CHANGE: Core drill existing concrete footings in classroom 5 to accommodate new sewer lines.
	REASON FOR CHANGE: This work was necessary to ensure proper installation of the new sewer lines at the correct flow elevation, as there were no provisions in the contract documents for coring the existing footings.
	CHANGE CATEGORY: District and Designer
	DOCUMENT REFERENCE: RFI192.2 COR093
	Amount of this Change Order Item: INCREASE \$2,722.50
	Time adjustment by this Change Order Item: INCREASE 3
Item 16 - 12	DESCRIPTION OF CHANGE: Remove and replace a section of the concrete walkway south of Building B
	REASON FOR CHANGE: The existing underground electrical duct bank was indicated as being in an accessible area; however, during construction, it was discovered to be within the building footing. This necessitated a new electrical feed tie-in point, requiring the replacement of the concrete walkway.
	CHANGE CATEGORY: Unknown, Unforeseeable, Hidden
	DOCUMENT REFERENCE: RFI195 COR095
	Amount of this Change Order Item: INCREASE \$992.20
	Time adjustment by this Change Order Item: INCREASE 3

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

Item 16 - 16	DESCRIPTION OF CHANGE: Add one hundred and nine (109) calendar days to Contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contractor or applicable law. No compensation is due to Contractor for additional days identified in this Change Order.
	REASON FOR CHANGE: Contract time extension to accommodate project close-out activities.
	CHANGE CATEGORY: District Requested change.
	DOCUMENT REFERENCE:
	Amount of this Change Order Item: UNCHANGED \$0.00
	Time adjustment by this Change Order Item: INCREASE 111
Item 16 - 17	DESCRIPTION OF CHANGE: Grind high spots at existing concrete and install self-leveling underlayment compound at depressed or uneven existing conditions.
	REASON FOR CHANGE: After removing the floor tile, carpet, VCT flooring, and wall bottom plate, it was found that the existing concrete slab is uneven and needs to be leveled by grinding and patching with self-leveling concrete.
	CHANGE CATEGORY: Unknown, Unforeseeable, Hidden
	DOCUMENT REFERENCE:
	COR089 RFI191
	Amount of this Change Order Item: INCREASE \$10,437.38
	Time adjustment by this Change Order Item: INCREASE 2
Item 16 - 18	DESCRIPTION OF CHANGE: Removal of all wood chips in the elementary playground.
	REASON FOR CHANGE: Wood chips were removed from the elementary playground to make way for the installation of a rubber tile system.
	CHANGE CATEGORY: District and Designer
	DOCUMENT REFERENCE:
	COR088
	Amount of this Change Order Item: INCREASE \$18,804.23
	Time adjustment by this Change Order Item: UNCHANGED 0

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

Item 16 - 19

DESCRIPTION OF CHANGE:

Remove and dispose of existing cement plaster and wood framing ceiling above the acoustical ceiling in Building B.

REASON FOR CHANGE:

A cement plaster and wood framed ceiling was discovered above the existing acoustical ceiling and required to be removed.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COR081.1 RFI184

Amount of this Change Order Item:	INCREASE	\$42,958.30
Time adjustment by this Change Order Item:	INCREASE	24

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$150,783.56
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	151 Days

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

16

Change Order Item Detail



Facilities Management & Planning

Project Financial Summary

Project Name: Addams Elementary Building additions

Date: 07/25/24

DSA #: Interim 02-118888 02-117220

Contractor: AMG & Assoc.

BID #: 22-01

Architect: Darden Architect

Change Order: # 016

Contract Summary:

Bid Award Amount(s)						
Base Bid:	\$ 11,557,000.00		Building Additions and Modernization		\$	11,557,000.00
					\$	-
Add Alt. 1	97,000		West Staff Parking Lot		\$	97,000.00
Add Alt 2					\$	-
Add Alt 3					\$	-
Add Alt 4					\$	-
Total Agreement Amount:					\$	11,654,000.00

Contract Adjustments:

Total Contract Amount							\$ 11,654,000.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
<i>Main CO #001</i>	\$ (26,557.82)	\$ 14,079.96	\$ 3,746.60	\$ 996.31	\$ -	\$ (7,734.95)	
<i>Main CO #002</i>	\$ 9,581.67	\$ -	\$ 25,232.93	\$ 7,040.00	\$ -	\$ 41,854.60	
<i>Main CO #003</i>	\$ 2,854.50	\$ -	\$ 1,588.83	\$ 11,738.40	\$ -	\$ 16,181.73	
<i>Main CO 004</i>	\$ -	\$ -	\$ 4,512.20	\$ 8,507.26	\$ -	\$ 13,019.46	
<i>Main CO 005</i>	\$ -	\$ -	\$ -	\$ 6,316.61	\$ -	\$ 6,316.61	
<i>Main CO 006</i>	\$ -	\$ -	\$ 14,144.90	\$ 18,817.83	\$ 1,577.70	\$ 34,540.43	
<i>Main CO 007</i>	\$ 1,113.20	\$ -	\$ 23,435.60	\$ 29,691.48	\$ -	\$ 54,240.28	
<i>Main CO 008</i>	\$ -	\$ -	\$ -	\$ 33,198.35	\$ -	\$ 33,198.35	
<i>Main CO 009</i>	\$ 435,747.96	\$ -	\$ -	\$ 19,541.16	\$ -	\$ 455,289.12	
<i>Main CO 010</i>	\$ -	\$ -	\$ 130,724.44	\$ -	\$ -	\$ 130,724.44	
<i>Main CO 011</i>	\$ 49,813.84	\$ -	\$ -	\$ 29,448.17	\$ -	\$ 79,262.01	
<i>Main CO 012</i>	\$ 10,710.74	\$ -	\$ -	\$ 3,776.30	\$ -	\$ 14,487.04	
<i>Main CO 013</i>	\$ 4,439.32	\$ -	\$ -	\$ 6,932.20	\$ -	\$ 11,371.52	
<i>Main CO 14</i>	\$ 6,286.52	\$ -	\$ -	\$ 4,265.86	\$ -	\$ 10,552.38	
<i>Main CO 15</i>	\$ -	\$ -	\$ 68,459.73	\$ 1,572.93	\$ -	\$ 70,032.66	
<i>Main CO 16</i>	\$ 16,478.26	\$ -	\$ 77,881.05	\$ 20,709.26	\$ 35,714.99	\$ 150,783.56	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals:	\$ 510,468.19	4% \$ 14,079.96	0% \$ 349,726.28	3% \$ 202,552.12	2% \$ 37,292.69	0% \$ 1,114,119.24	\$ 1,114,119.24 9.6%
Total Contract Amount with Adjustments							\$ 12,768,119.24



Fresno Unified
School District

CHANGE ORDER

PROJECT NAME:

Francine and Murray Farber Educational Campus
890 S 10th Street
Fresno, CA 93704

CHANGE ORDER No.:**013**

DSA File No.:

10-H8

Application No.:

02-118895

CONTRACTOR :

Davis Moreno Construction, Inc.
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. :

19-33

FUSD BID/CONTRACT No. :

22-21

CONTRACTOR P.O. No. :

751875

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

The original Contract Sum was	\$ 47,847,268.00
Net change by previously authorized Change Orders	\$ 3,031,175.95
The Contract Sum prior to this Change Order was	\$ 50,878,443.95
The Contract Sum will be adjusted by	\$ 210,449.33
The new Contract Sum, including this Change Order will be	\$ 51,088,893.28
The Contract Completion date prior to this Change Order was	31-Jul-24
The Contract Time will be adjusted by	29 Days
The new Contract Completion date, including this Change Order is therefore	29-Aug-24

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:

PBK Architects, Inc.

7790 N. Palm Avenue

Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Michael Schoen

Date: 10/31/2024

Accepted by:

Davis Moreno Construction

4720 N. Blythe Avenue

Fresno, CA 93722

CONTRACTOR:

By: Stephen Davis

Date: 11/2/2024

Authorized by:

Fresno Unified School District

4600 N. Brawley

Fresno, CA 93722

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 11/06/2024



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

Item 13-1	DESCRIPTION OF CHANGE: Extension of Contractor's Builders Risk Policy	
	REASON FOR CHANGE: Contractor's Builders Risk Policy is required to be extended due to contract extension for landscape and irrigation modifications to the South side transition area	
	CHANGE CATEGORY: District requested change.	
	DOCUMENT REFERENCE: OTP #157, CCR #162	
	Amount of this Change Order Item:	Increase \$ 9,886.62
	Time adjustment by this Change Order Item:	Increase 0 Days
Item 13-2	DESCRIPTION OF CHANGE: Add electrical infrastructure for refrigerator and dishwasher in Room 136B and upgraded voltage for dryer in Room 207H.	
	REASON FOR CHANGE: Project documents did not show power to appliances	
	CHANGE CATEGORY: Designer E & O.	
	DOCUMENT REFERENCE: Bulletin #53, OTP #127, CCR #157	
	Amount of this Change Order Item:	Increase \$ 5,034.90
	Time adjustment by this Change Order Item:	Increase 4 Days
Item 13-3	DESCRIPTION OF CHANGE: Provide rubber flooring in Athletic Room 156	
	REASON FOR CHANGE: District requested change from polished concrete floor to rubber flooring at the Athletic Room 156 in Building 1000.	
	CHANGE CATEGORY: District requested change.	
	DOCUMENT REFERENCE: OTP #144, CCR #170	
	Amount of this Change Order Item:	Increase \$ 11,279.59
	Time adjustment by this Change Order Item:	Increase 5 Days



Item 13-4	DESCRIPTION OF CHANGE: Provide cross walk striping at the corner of Ventura and 10th	
	REASON FOR CHANGE: City of Fresno requested temporary crosswalk striping	
	CHANGE CATEGORY: Governing agency required change after document approval.	
	DOCUMENT REFERENCE: OTP #163, CCR #179	
	Amount of this Change Order Item:	Increase \$ 2,431.64
	Time adjustment by this Change Order Item:	Increase 0 Days
Item 13-5	DESCRIPTION OF CHANGE: Relocate fire alarm beam detector in the main lobby	
	REASON FOR CHANGE: Relocate fire alarm beam detector in the main lobby space due to incorrect placement creating faults in the system	
	CHANGE CATEGORY: Designer E & O.	
	DOCUMENT REFERENCE: Bulletin #55, OTP 162, CCR #175	
	Amount of this Change Order Item:	Increase \$ 1,659.07
	Time adjustment by this Change Order Item:	Increase 0 Days
Item 13-6	DESCRIPTION OF CHANGE: Revise the area around the Bocce court to decomposed granite	
	REASON FOR CHANGE: Landscape changes at the Bocce Ball area per District direction to provide a more maintainable landscape area.	
	CHANGE CATEGORY: District requested change.	
	DOCUMENT REFERENCE: OTP #161, CCR #174	
	Amount of this Change Order Item:	Increase \$ 8,255.34
	Time adjustment by this Change Order Item:	Increase 10 Days



Item 13-7

DESCRIPTION OF CHANGE:

Relocate elevator electrical disconnect switches, add micro switches and electrical circuits.

REASON FOR CHANGE:

Additional electrical items for the building elevator room as required by the state elevator inspector.

CHANGE CATEGORY:

Governing agency required change after document approval.

DOCUMENT REFERENCE:

OTP #160, CCR #173

Amount of this Change Order Item:

Increase \$ 5,980.15

Time adjustment by this Change Order Item:

Increase 10 Days

Item 13-8

DESCRIPTION OF CHANGE:

Provide direct voltage controller (DVC) for kitchen exhaust hood.

REASON FOR CHANGE:

Contract documents provided (2) voltages for the kitchen exhaust hood which created a conflict in what was ordered by the subcontractor, requiring a new direct voltage controller (DVC) to meet the electrical requirements at Building 2000.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #392, OTP #123, CCR #163

Amount of this Change Order Item:

Increase \$ 5,339.17

Time adjustment by this Change Order Item:

Increase 0 Days

Item 13-9

DESCRIPTION OF CHANGE:

Provide thrust block at the underside of the hydronic piping located under driveway at NW corner of the site.

REASON FOR CHANGE:

A leak in the hydronic piping was repaired under the driveway. To help avoid a future leak, a thrust block was added while the repair was done.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP #170, CCR #180

Amount of this Change Order Item:

Increase \$ 639.98

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 13-10**DESCRIPTION OF CHANGE:**

Provide plastic laminate window sill and plastic laminate millwork end panel in prep room 256.

REASON FOR CHANGE:

Due to changes to Prep Room 256, which removed a wall panel that covered portions of the millwork and the window, a window sill cap and a millwork finish end panel is required to complete the room.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP #171, CCR #181

Amount of this Change Order Item:

Increase \$ 2,412.03

Time adjustment by this Change Order Item:

Increase 0 Days

Item 13-11**DESCRIPTION OF CHANGE:**

Extension of Labor Compliance Implementation for Buy America Act for the time period 4/1/2024 to 10/31/2024.

REASON FOR CHANGE:

The project was federally funded with ESSER. Federal requirements call for labor compliance by the District and the contractor. Due to additional scope and changes to the project that extended the completion, it was necessary to extend the labor compliance.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP #172, CCR #182

Amount of this Change Order Item:

Increase \$ 157,530.84

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**INCREASE \$ 210,449.33****TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:****INCREASE 29 DAYS**

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project Name: *Francine and Murray Farber Ed. Campus*

Date: **10/25/24**

DSA #: **02-118895**

Contractor: **Davis Moreno**

BID #: **22 - 21**

Architect: **PBK Architects**

Change Order: **# 013**

Contract Summary:

Bid Award Amount(s)						
Base Bid:	\$ 47,000,000.00				\$ 47,000,000.00	\$ -
Additive Alternate 1:	\$ 103,299.00				\$ 103,299.00	\$ -
Additive Alternate 2:	\$ 721,593.00				\$ 721,593.00	\$ -
Additive Alternate 3:	\$ 22,376.00				\$ 22,376.00	\$ -
Additive Alternate 4:					\$ -	\$ -
Total Agreement Amount:					\$ 47,847,268.00	

Contract Adjustments:

Total Contract Amount							\$ 47,847,268.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
<i>CO # 001</i>	\$ 3,189.64	\$ -	\$ 5,477.09	\$ 13,449.21	\$ -	\$ 22,115.94	
<i>CO # 002</i>	\$ 1,836.15	\$ 7,966.96	\$ -	\$ 117,293.39	\$ -	\$ 127,096.50	
<i>CO # 003</i>	\$ 63,617.04	\$ -	\$ -	\$ 32,718.73	\$ 33,673.66	\$ 130,009.43	
<i>CO # 004</i>	\$ 96,114.69	\$ 19,715.09	\$ -	\$ 17,551.54	\$ 406,708.12	\$ 540,089.44	
<i>CO # 005</i>	\$ 19,076.54	\$ -	\$ -	\$ 200,745.72	\$ -	\$ 219,822.26	
<i>CO # 006</i>	\$ 35,590.18	\$ -	\$ 28,431.56	\$ 226,114.03	\$ -	\$ 290,135.77	
<i>CO # 007</i>	\$ 75,146.35	\$ -	\$ -	\$ 302,237.26	\$ -	\$ 377,383.61	
<i>CO # 008</i>	\$ 13,317.71	\$ 2,359.56	\$ 381.76	\$ 302,117.32	\$ -	\$ 318,176.35	
<i>CO # 009</i>	\$ 247,575.17	\$ 113,743.93	\$ -	\$ 35,815.42	\$ 18,209.20	\$ 415,343.72	
<i>CO # 010</i>	\$ -	\$ 152,235.08	\$ -	\$ 32,628.92	\$ -	\$ 184,864.00	
<i>CO # 011</i>	\$ 46,792.50	\$ -	\$ 5,727.88	\$ 15,615.05	\$ 2,071.78	\$ 70,207.21	
<i>CO # 012</i>	\$ 157,384.02	\$ 5,980.49	\$ 28,785.56	\$ 143,781.65	\$ -	\$ 335,931.72	
<i>CO # 013</i>	\$ 186,952.39	\$ 8,411.79	\$ -	\$ 15,085.15	\$ -	\$ 210,449.33	
Totals:	\$ 946,592.38	2% \$ 310,412.90	1% \$ 68,803.85	0% \$ 1,455,153.39	3% \$ 460,662.76	0.5% \$ 3,241,625.28	\$ 3,241,625.28 6.8%
Total Contract Amount with Adjustments							\$ 51,088,893.28



CHANGE ORDER

PROJECT NAME:

Roeding Elementary School Modernization
1225 West Dakota Avenue,
Fresno, CA 93703

CHANGE ORDER No. :**005**

DSA File No. :

10-H8

Application No. :

02-119994

CONTRACTOR :

GC Builders
3366 W. Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No. :

2108

FUSD BID/CONTRACT No. :

24-16

CONTRACTOR P.O. No. : 00000791537***Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:***

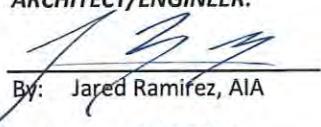
The original Contract Sum was	\$ 2,014,850.00
Net change by previously authorized Change Orders	\$ 54,926.60
The Contract Sum prior to this Change Order was	\$ 2,069,776.60
The Contract Sum will be adjusted by	\$ 30,838.00
The new Contract Sum, including this Change Order will be	\$ 2,100,614.60
The Contract Completion date prior to this Change Order was	10/15/2024
The Contract Time will be adjusted by	(7) Calendar Days
The new Contract Completion date, including this Change Order is therefore	10/22/2024

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 Architects
6781 N. Palm Ave., #120
Fresno, CA 93704

ARCHITECT/ENGINEER:


By: Jared Ramirez, AIA

Date: 10/30/2024

Accepted by:

GCBI, Inc. DBA GC Builders
3366 W. Sussex
Fresno, CA 93722

CONTRACTOR:

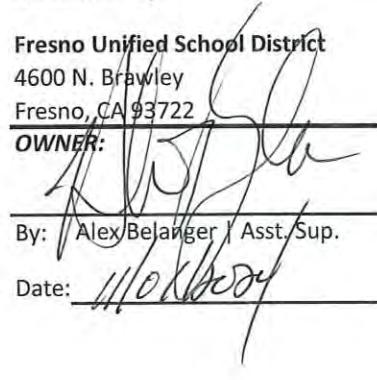

By: Gerardo Campos, President

Date: 10/31/24

Authorized by:

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

OWNER:


By: Alex Belanger, Asst. Sup.

Date: 11/01/24



CHANGE ORDER

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

Item 5-1 **DESCRIPTION OF CHANGE:**
Provide all labor, materials, and equipment as required to add sound wall in Staff Toilets A114 and A115

REASON FOR CHANGE:
Sound board was added to the restroom walls that are adjacent to Offices A116 and A117 to mitigate the sounds from the Staff Toilets

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #084 & OTP #16

Amount of this Change Order Item:	Increase \$ 7,207.06
Time adjustment by this Change Order Item:	Increase 0 Days

Item 5-2 **DESCRIPTION OF CHANGE:**
Provide all labor, materials, and equipment as required to remove Temporary Signage

REASON FOR CHANGE:
Construction at Administration Building Remodel is complete. Temporary signage is no longer required

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP #12

Amount of this Change Order Item:	Increase \$ 422.18
Time adjustment by this Change Order Item:	Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: **INCREASE \$ -**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: **INCREASE 0 DAYS**

*** End of CHANGE ORDER ***



CHANGE ORDER

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

Item 5-3 **DESCRIPTION OF CHANGE:**
Provide all labor, materials, and equipment as required to remove and relocate Existing Monitors (2) to New Office Building, Psych Office and V.P. Office
REASON FOR CHANGE:
District Requested

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #14

Amount of this Change Order Item: Increase \$ 633.27
Time adjustment by this Change Order Item: Increase 0 Days

Item 5-4 **DESCRIPTION OF CHANGE:**
Provide all labor, materials, and equipment as required to infill wall at window on South Wall of Principal's Office A106. Provide opaque film at Principal's Office clearstory window
REASON FOR CHANGE:
The wall infill was needed to control sound transmission from adjacent restrooms. Opaque film was installed on the window to conceal wall framing at windows

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFQ #01 & ASI 010

Amount of this Change Order Item: Increase \$ 4,273.98
Time adjustment by this Change Order Item: Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE \$ -
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 0 DAYS

*** End of CHANGE ORDER ***



CHANGE ORDER

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

Item 5-5 **DESCRIPTION OF CHANGE:**
Provide all labor, materials, and equipment as required to install bolt down posts (4) to concrete footings at transformer pad, located west of Staff Toilet A115

REASON FOR CHANGE:
The chainlink fence footings were changed to District standard footings in lieu of bolt down posts

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

ASI 007

Amount of this Change Order Item:	Increase \$ 1,638.73
Time adjustment by this Change Order Item:	Increase 0 Days

Item 5-6 **DESCRIPTION OF CHANGE:**
Provide all labor, materials, and equipment as required to provide chainlink closure panel in front of Administration Building

REASON FOR CHANGE:
The project documents did not include required closure panel from new fence to existing fence

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

ASI 008

Amount of this Change Order Item:	Increase \$ 833.25
Time adjustment by this Change Order Item:	Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: **INCREASE \$ -**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: **INCREASE 0 DAYS**

*** End of CHANGE ORDER ***



Fresno Unified
School District

Project Financial Summary

Facilities Management & Planning

Project Name: Roeding Admin Mod Project

Date: 10/29/24

Contractor: GC Builders

Architect: TAM Architects

Change Order: 5

DSA #: 02-119994

BID #: 24-16

Contract Summary:

Bid Award Amount(s)				
Base Bid:				\$ 2,014,850.00
Additive Alternate 1:	N/A			\$ -
Additive Alternate 2:	N/A			\$ -
Additive Alternate 3:	N/A			\$ -
Additive Alternate 4:	N/A			\$ -
Total Agreement Amount:				\$ 2,014,850.00

Contract Adjustments:

Total Contract Amount													
Contract Adjustments:		<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>			<u>District/Designer</u>			<u>Total</u>		
<i>CO #001</i>	\$ 18,191.83	\$ -	\$ 6,643.78	\$ 5,719.21	\$ -	\$ 30,554.82							
<i>CO#002</i>	\$ -	\$ -	\$ -	\$ 8,296.36	\$ -	\$ 8,296.36							
<i>CO#003</i>	\$ 5,452.79	\$ -	\$ -	\$ 17,500.54	\$ -	\$ 22,953.33							
<i>CO#004</i>	\$ (12,500.13)	\$ -	\$ -	\$ 5,622.22	\$ -	\$ (6,877.91)							
<i>CO#005</i>	\$ 5,329.43	\$ -	\$ -	\$ 25,508.57	\$ -	\$ 30,838.00							
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Totals:	\$ 16,473.92	0.8%	\$ 0.0%	\$ 6,643.78	0.3%	\$ 62,646.90	3.1%	\$ -	0.0%	\$ 85,764.60	\$ 85,764.60	4.3%	
Total Contract Amount with Adjustments											\$ 2,100,614.60		



CHANGE ORDER

PROJECT NAME:

Farber Educational Campus South Building A Modernization
1020 S. 10th Street
Fresno, CA 93721

CHANGE ORDER No. :**001**

DSA File No.:

Application No.:

CONTRACTOR :

Marko Construction Group, Inc.
3675 E. Jensen Avenue
Fresno, CA 93725

DESIGNER'S PROJECT No. :**20-53****FUSD BID/CONTRACT No. :****24-18****CONTRACTOR P.O. No. :****796023**

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

The original Contract Sum was	\$ 7,428,160.00
Net change by previously authorized Change Orders	\$ -
The Contract Sum prior to this Change Order was	\$ 7,428,160.00
The Contract Sum will be adjusted by	\$ 158,334.67
The new Contract Sum, including this Change Order will be	\$ 7,586,494.67
The Contract Completion date prior to this Change Order was	Sep-23-2024
The Contract Time will be adjusted by	
The new Contract Completion date, including this Change Order is therefore	Sep-23-2024

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:**PBK Architects, Inc.**

7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Michael Schoen

Date: 10/28/2024

Accepted by:**Marko Construction Group Inc.**

3675 E. Jensen Avenue
Fresno, CA 93725

CONTRACTOR:

By: Jason Tenty

Date: 10/29/2024

Authorized by:**Fresno Unified School District**

4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger, Asst. Sup.

Date: 10/31/24



CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:

Demo and remove concrete curb in the Atrium

REASON FOR CHANGE:

Contract documents did not include removal of the existing concrete curb at the new door openings at the atrium space.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 006, OTP 001, PCO 003

Amount of this Change Order Item:

Increase \$ 3,206.50

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Demolish and remove concrete roof curbs that are not to be used and prepare for new roofing

REASON FOR CHANGE:

Contract documents did not include the removal of the existing non-needed concrete roof curbs.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 030, OTP 002, PCO 004

Amount of this Change Order Item:

Increase \$ 20,116.25

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-3

DESCRIPTION OF CHANGE:

Provide concrete saw cutting at the Main Lobby 100 to expose the existing plumbing waste line.

REASON FOR CHANGE:

Contract documents did not include the removal of the concrete slab at the Main Lobby 100 which was necessary to expose the existing plumbing.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 044, OTP 003, PCO 005

Amount of this Change Order Item:

Increase \$ 3,369.85

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Provide lumber to the existing concrete deck to provide additional height for the new mechanical unit isolation curbs.

REASON FOR CHANGE:

The existing condition varied for the as-built documentation, requiring additional lumber to be added to mechanical curbs to allow for proper roof flashing

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 034, OTP 005, PCO 009

Amount of this Change Order Item:

Increase \$ 50,227.49

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-5

DESCRIPTION OF CHANGE:

Provide new HVAC piping with aluminum jacketing at the new roof parapet cap.

REASON FOR CHANGE:

The existing conditions varied from as-built documentation requiring the removal of the existing refrigeration lines and the installation of new piping to clear the new roof parapet cap.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 050, OTP 006, PCO 010

Amount of this Change Order Item:

Increase \$ 15,492.84

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-6

DESCRIPTION OF CHANGE:

Provide CMU wall infill and patch at the North hallway.

REASON FOR CHANGE:

Direction was given by the design team to cut the existing CMU wall at the incorrect location.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 013.1, OTP 007, PCO 011

Amount of this Change Order Item:

Increase \$ 24,029.39

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-7**DESCRIPTION OF CHANGE:**

Provide additional lumber to increase the existing parapet heights to allow for proper roof flashing.

REASON FOR CHANGE:

Contract Documents did not include provisions to increase the parapet height to allow for proper roof flashing at the perimeter of the roof.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 35.1, OTP 04, PCO 08

Amount of this Change Order Item:	Increase \$ 30,060.50
Time adjustment by this Change Order Item:	Increase 0 Days

Item 1-8**DESCRIPTION OF CHANGE:**

Demolish the old Electrical Room and remove all the abandoned electrical equipment.

REASON FOR CHANGE:

Contract Documents did not show the demolition of the old electrical room on the finished floor plan.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 23, OTP 08, PCO 07

Amount of this Change Order Item:	Increase \$ 11,831.85
Time adjustment by this Change Order Item:	Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**INCREASE \$ 158,334.67****TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:****INCREASE 0 DAYS**

*** End of CHANGE ORDER ***



Project Financial Summary

Facilities Management & Planning

Project: V10 - Farber South Building A Remod

Date: 10/22/2024

DSA #: N/A
Bid #: 24-18

Contractor: Marko Construction Group, Inc.
Architect: PBK
Change Order: 001

Contract Summary:

Bid Award Amount(s)		
Base Bid 1:	Building A Modernization Improvements	\$ 7,428,160.00
Total Agreement Amount:		

Contract Adjustments:

Total Contract Amount							\$ 7,428,160.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bld	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
<i>Site Improvements</i>							
CO #001	\$ -	\$ 85,836.58	\$ 72,498.09	\$ -	\$ 158,334.67	\$ -	
CO #002						\$ -	
CO #003						\$ -	
CO #004						\$ -	
CO #005						\$ -	
CO #006						\$ -	
CO #007						\$ -	
CO #008						\$ -	
 Totals:							\$ 158,334.67 2.1%
Total Contract Amount with Adjustments							\$ 7,586,494.67



Change Order

PROJECT NAME:
FUSD Board Room Remodel and Accessibility Improve
2309 Tulare Street

CHANGE ORDER No.

01

DSA File No.: N/A

Application No.: N/A

CONTRACTOR:
Swinerton

DESIGNER'S PROJECT NO. 1947.IDA

FUSD BID/CONTRACT NO. : 24-25

CONTRACTOR P.O. NO. : 802633

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

The original Contract Sum was	\$4,601,000.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this Change Order was.....	\$4,601,000.00
The Contract Sum will be adjusted by.....	\$150,574.43
The new Contract Sum including this Change Order will be.....	\$4,751,574.43
The Contract Completion date prior to this Change Order was	
The Contract Time will be adjusted by.....	(24) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/2/2025

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
6790 N. West Ave
Fresno, California 93711

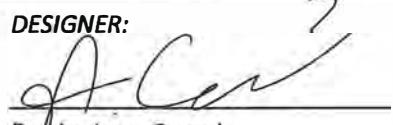
Accepted by:

Swinerton

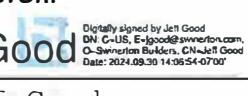
Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721

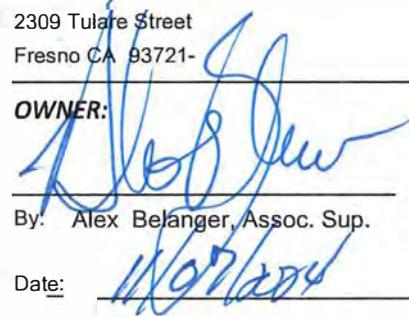
DESIGNER:


By: Andrew Corral

CONTRACTOR:

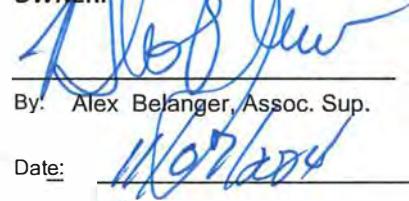

Jeff Good
By: Jeff Good
Digital signature by Jeff Good
Digi-Sign, E-mail: jgood@fusd.org, com, Date: 2024.09.30 14:06:54-07:00

OWNER:


By: Alex Belanger, Assoc. Sup.

Date: 09/27/2024

Date: 9/30/2024

Date: 



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

Item 01 - 1	DESCRIPTION OF CHANGE: Remove existing concrete walk and planter area along Tulare Street.		
	REASON FOR CHANGE: Existing sidewalk and planter will be demoed and replaced to provide a smoother transition along the Southside of the building from existing to new concrete area.		
	CHANGE CATALOG: District Requested change.		
	DOCUMENT REFERENCE:		
	COIR 01		
	Amount of this Change Order Item:	INCREASE	\$8,982.30
	Time adjustment by this Change Order Item:	UNCHANGED	0
Item 01 - 2	DESCRIPTION OF CHANGE: Demolition and abatement of existing ceiling and installation of new acoustical ceiling in the board room.		
	REASON FOR CHANGE: The previously inaccessible existing board room high ceiling tested positive for Asbestos Containing Materials (ACM) and needed to be abated and replaced.		
	CHANGE CATALOG: Unknown, Unforeseeable, Hidden		
	DOCUMENT REFERENCE:		
	COIR 02		
	Amount of this Change Order Item:	INCREASE	\$50,248.29
	Time adjustment by this Change Order Item:	INCREASE	24
Item 01 - 3	DESCRIPTION OF CHANGE: Provide a door sidelight in constituent services.		
	REASON FOR CHANGE: What was graphically represented in the construction documents conflicted with what was indicated in the opening Schedule. This change adds the required sidelite.		
	CHANGE CATALOG: Designer E & O.		
	DOCUMENT REFERENCE:		
	COIR 03		
	Amount of this Change Order Item:	INCREASE	\$1,856.00
	Time adjustment by this Change Order Item:	UNCHANGED	0
TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE	\$150,574.43
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE	24 Days

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

Item 01 - 4

DESCRIPTION OF CHANGE:

Installation of new carpet in Rooms 213 & 213a to be omitted.

REASON FOR CHANGE:

The owner has requested that the existing carpet remain as it was recently installed.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 04

Amount of this Change Order Item:	DECREASE	(\$2,350.00)
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 01 - 5

DESCRIPTION OF CHANGE:

Furnish and Install Access Control Devices at Employee entrance points and at secure locations through the building that are not intended to be accessible to the general public.

REASON FOR CHANGE:

Access Control Equipment and install was not included in contract documents.

CHANGE CATALOG:

Designer E & O.

DOCUMENT REFERENCE:

COIR 05

Amount of this Change Order Item:	INCREASE	\$83,789.84
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 01 - 6

DESCRIPTION OF CHANGE:

Demo and reinstall existing hardwood flooring in constituent services.

REASON FOR CHANGE:

Due to the quality of the existing hardwood flooring deemed not fit for re-installation, new flooring will be installed and stained to match existing.

CHANGE CATALOG:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COIR 06

Amount of this Change Order Item:	INCREASE	\$8,048.00
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Time adjustment by this Change Order Item:	UNCHANGED	0
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TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$150,574.43
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	24 Days



Project Financial Summary

Facilities Management & Planning

Project Name: Education Center
Boardroom Remodel
DSA #: NA
BID #: 24-25

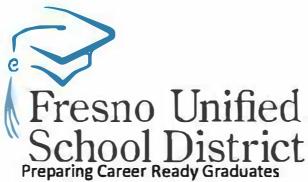
Date: 8/23/24
Contractor: Swinerton
Architect: Darden Architects
Change Order: 1

Contract Summary:

Bid Award Amount(s)	
Base Bid: Boardroom Remodel	\$ 4,446,000.00
Allowance 1 Existing Concrete Repair	\$ 40,000.00
Allowance 2 Existing Plumbing and Mechanical Repairs	\$ 70,000.00
Allowance 3 Existing Utility Relocation	\$ 20,000.00
Allowance 4 Additional Abatement	\$ 25,000.00
<hr/>	
Total Agreement Amount:	\$ 4,601,000.00

Contract Adjustments:

Total Contract Amount							\$ 4,601,000.00
Contract Adjustments:	District Requested	Governing agency req'd change post bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO 1	\$ 6,632.30	\$ -	\$ 58,296.29	\$ 85,645.84	\$ -	\$ 150,574.43	
Totals:	\$ 6,632.30	0.1%	\$ -	0.0%	\$ 58,296.29	1.3%	\$ 85,645.84 1.9% \$ - 0.0% \$ 150,574.43 \$ 150,574.43 3.3%
Total Contract Amount with Adjustments							
\$ 4,751,574.43							



Change Order

PROJECT NAME:
FUSD Board Room Remodel and Accessibility Improve
2309 Tulare Street

CHANGE ORDER NO. :

02

DSA File No. :

N/A

Application No.:

N/A

CONTRACTOR:
Swinerton

DESIGNER'S PROJECT NO. :

1947.IDA

FUSD BID/CONTRACT NO. :

24-25

CONTRACTOR P.O. NO. :

802633

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

The original Contract Sum was	\$4,601,000.00
Net change by previously authorized Change Orders	\$150,574.43
The Contract Sum prior to this Change Order was.....	\$4,751,574.43
The Contract Sum will be adjusted by.....	\$104,273.30
The new Contract Sum including this Change Order will be.....	\$4,855,847.73
The Contract Completion date prior to this Change Order was	
The Contract Time will be adjusted by.....	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/2/2025

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
6790 N. West Ave
Fresno, California 93711

Accepted by:

Swinerton

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721

DESIGNER:

By:

Date: 11/5/2024

CONTRACTOR:

Jeff Good

By:

Date: 11/5/2024

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 11/6/24



Change Order

FUSD Board Room Remodel and Accessibility Improvements
CHANGE ORDER NO.: 02
DATE
Project No.: 1947.IDA

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

Item 02 - 1

DESCRIPTION OF CHANGE:

Paint the doors at the Boardroom to match the adjacent finish in lieu of providing a wood veneer finish

REASON FOR CHANGE:

There is currently a lack of availability of wood veneers that match the existing wainscoting finish. The Doors will be painted a neutral color to compliment the adjacent finishes.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 07

Amount of this Change Order Item:	DECREASE	(\$13,242.90)
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 02 - 2

DESCRIPTION OF CHANGE:

Demolish existing flex ducts and extend new ducting. \$21,757.00 will be billed against the bid allowance for plumbing or mechanical repairs.

REASON FOR CHANGE:

Due to existing flex duct hindering the rigid sheet metal connection points, the flex ducts were demoed. New ducting was installed & extended to the connection points.

CHANGE CATALOG:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COIR 08

Amount of this Change Order Item:	UNCHANGED	\$0.00
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 02 - 3

DESCRIPTION OF CHANGE:

Install two Additional Dampers & Associated ductwork & controls in the first floor new workroom. The Cost of \$19,699.00 will be deducted from the bid Allowance "Existing HVAC and Plumbing Repair".

REASON FOR CHANGE:

The new HVAC unit for the workroom required an additional two control dampers and ductwork to control the air volume in the new spaces. These were not shown in the original contract documents.

CHANGE CATALOG:

Designer E & O.

DOCUMENT REFERENCE:

COIR 09

Amount of this Change Order Item:	UNCHANGED	\$0.00
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Time adjustment by this Change Order Item:	UNCHANGED	0
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You are directed to make the following changes in this Contract:

Item 02 - 4

DESCRIPTION OF CHANGE:

Credit for Removing First Floor Conference and Reception Room carpet.

REASON FOR CHANGE:

Omit carpet in Conference rooms 113, 114, 164, 116 & reception on the 1st floor.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 010

Amount of this Change Order Item:	DECREASE	(\$6,160.00)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 5

DESCRIPTION OF CHANGE:

Terrazzo Flooring will be refurbished in 1st Floor Conference Rooms.

REASON FOR CHANGE:

Existing Terazzo Flooring will be polished and refinished in lieu of new carpet in Conference Rooms 113, 114, 164, 116 & reception 104.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 011

Amount of this Change Order Item:	INCREASE	\$26,185.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 6

DESCRIPTION OF CHANGE:

Install 1/8" thick brushed brass infills at floor areas in rooms 102, 115, 113, 114, 164, & 116.

REASON FOR CHANGE:

Fixed tables were removed in rooms 102, 115, 113, 114, 164, & 116 leaving gaps in the floor. These areas were infilled with brushed brass infills 1/8" thick. Additional demolition was also required to provide a flat substrate for new finishes.

CHANGE CATALOG:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COIR 012

Amount of this Change Order Item:	INCREASE	\$40,232.00
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 02 - 7

DESCRIPTION OF CHANGE:

Add metal stud framing, gypsum board, insulation, and caulking to add new furred wall to the interior east wall of new conference rooms.

REASON FOR CHANGE:

The record drawings for the building indicated that the existing walls were metal framed. During demolition, it was discovered Pencil studs were used throughout the building. Furred walls were required to install the new finishes.

CHANGE CATALOG:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COIR 013

Amount of this Change Order Item:	INCREASE	\$26,807.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 8

DESCRIPTION OF CHANGE:

Fill in visible holes in marble tile at first floor

REASON FOR CHANGE:

Furred walls were omitted from scope at the first floor, leaving visible holes. These holes were infilled with epoxy. Any damaged marble was polished.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 014

Amount of this Change Order Item:	INCREASE	\$8,470.00
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 9

DESCRIPTION OF CHANGE:

Remove hard surface window sills from scope in 1st Floor Conference Room areas

REASON FOR CHANGE:

In the course of construction the scope of work was revised to keep the existing flooring and East wall surfaces in the conference room in place in lieu of new finishes.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 015

Amount of this Change Order Item:	DECREASE	(\$5,057.80)
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 02 ~ 10

DESCRIPTION OF CHANGE:

Refurbish and polish existing brass bulletin board housings and grilles

REASON FOR CHANGE:

Furred walls were removed from the scope of the project to expose the existing Tile work and metalwork. The metalwork had tarnished and discolored with age and needed to be refinished.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 016

Amount of this Change Order Item:	INCREASE	\$7,260.00
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 02 ~ 11

DESCRIPTION OF CHANGE:

Deep clean 1st floor Terracotta

REASON FOR CHANGE:

Due to the removal of furred walls, terracotta is required to be deep cleaned.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 017

Amount of this Change Order Item:	INCREASE	\$13,283.00
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Time adjustment by this Change Order Item:	UNCHANGED	0
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Item 02 ~ 12

DESCRIPTION OF CHANGE:

Replace brass Grilles at first floor in Conference Rooms 114 & 116.

REASON FOR CHANGE:

Grilles are needing to be replaced due to the design changes made after demo was complete.

Existing grilles are no longer available.

CHANGE CATALOG:

District Requested change.

DOCUMENT REFERENCE:

COIR 018

Amount of this Change Order Item:	INCREASE	\$6,497.00
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Time adjustment by this Change Order Item:	UNCHANGED	0
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TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$104,273.30
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	UNCHANGED	0 Days



Project Financial Summary

Facilities Management & Planning

Project Name: Education Center
Boardroom Remodel
DSA #: NA
BID #: 24-25

Date: 10/17/24
Contractor: Swinerton
Architect: Darden Architects
Change Order: 2

Contract Summary:

Bid Award Amount(s)	
Base Bid: Boardroom Remodel	\$ 4,446,000.00
Allowance 1 Existing Concrete Repair	\$ 40,000.00
Allowance 2 Existing Plumbing and Mechanical Repairs	\$ 70,000.00
Allowance 3 Existing Utility Relocation	\$ 20,000.00
Allowance 4 Additional Abatement	\$ 25,000.00
<hr/>	
Total Agreement Amount:	\$ 4,601,000.00

Contract Adjustments:

Total Contract Amount								\$ 4,601,000.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>		
CO 1	\$ 6,632.30	\$ -	\$ 58,296.29	\$ 85,645.84	\$ -	\$ 150,574.43		
CO 2	\$ 37,234.30	\$ -	\$ 67,039.00	\$ -	\$ -	\$ 104,273.30		
Totals:	\$ 43,866.60	1.0%	\$ -	0.0% \$ 125,335.29	2.7% \$ 85,645.84	1.9% \$ -	0.0% \$ 254,847.73	
Total Contract Amount with Adjustments								\$ 254,847.73 5.5% \$ 4,855,847.73



CHANGE ORDER

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

Item 1-1	DESCRIPTION OF CHANGE: Provide all labor, materials and equipment as required to provide hydrovac of the entire elevator pit to the depth required for their over ex requirements.	REASON FOR CHANGE: Soltex had exposed multiple conduits and duct banks where the elevator pit is located. A total of \$17,688 will be used of the Unknown/Unforeseen Allowance.	CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition.	DOCUMENT REFERENCE: PR-04, PCO 003	Amount of this Change Order Item: Increase \$ - Time adjustment by this Change Order Item: Increase 0 Days
Item 1-2	DESCRIPTION OF CHANGE: Relocate and raise the existing electrical distribution panel south of West Hall.	REASON FOR CHANGE: The project documents did not address the conflict of the existing electrical panel and the new elevation of the new concrete in this area.	CHANGE CATEGORY: Designer E & O.	DOCUMENT REFERENCE: PR-07, PCO 007.1	Amount of this Change Order Item: Increase \$ 61,759.18 Time adjustment by this Change Order Item: Increase 0 Days
Item 1-3	DESCRIPTION OF CHANGE: Provide all labor, materials and equipment as required to relocate the existing underground site lighting conduit and provide new wiring and connections to maintain site lighting.	REASON FOR CHANGE: The existing underground site lighting conduit is in conflict with the new elevator footing. A total of \$12,989.35 will be used of the Unknown/Unforeseen Allowance.	CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition.	DOCUMENT REFERENCE: OTP 6, PCO 15	Amount of this Change Order Item: Increase \$ - Time adjustment by this Change Order Item: Increase 0 Days
					TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE \$ 61,759.18 TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 0 DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail



Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

DSA #: 02-120777
BID #: 24-35

Date: 10/28/24
Contractor: SolTek
Architect: LionaKis
Change Order:

Contract Summary:

Bid Award Amount(s)		
Base Bid 1: Admin Building Mod		\$ 3,564,000.00
Base Bid 2: Library Modernization		\$ 2,376,000.00
Base Bid 3: West Hall Modernization		\$ 6,613,000.00
Base Bid 4: Theater Modernization		\$ 3,415,000.00
Add Alt 1: Site: Decorative metal fencing & gates		\$ 125,000.00
Add Alt 4: Theater: architectural lighting system at auditorium		\$ 235,000.00
Add Alt 5: Library: Demo guardrail and surf prep at balcony-north		\$ 292,000.00
Add Alt 6: Library: Mechanical equipment and installation		\$ 1,017,000.00
Allowance: Unforeseen/unknown utility encounters and unknown dry rot		\$ 200,000.00
Total Agreement Amount:		\$ 17,837,000.00

Contract Adjustments:

Total Contract Amount							\$ 17,837,000.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & Q	District/Designer	Total	
Adm WH CO 001	\$ -	\$ -	\$ -	\$ 61,759.18	\$ -	\$ 61,759.18	\$ 61,759.18
Library Mod CO 001	\$ 296,870.84	\$ -	\$ -	\$ 90,876.85	\$ -	\$ 387,747.69	\$ 387,747.69
Theater Mod CO 001	\$ 5,205.89	\$ -	\$ -	\$ -	\$ -	\$ 5,205.89	\$ 5,205.89
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals:	\$ 302,076.73	1.7%	\$ - 0.0%	\$ 152,636.03	0.9%	\$ - 0.0%	\$ 454,712.76 2.5%
Total Contract Amount with Adjustments							\$ 18,291,712.76

Allowance Amount							\$ 200,000.00
Allowance Adjustments:	Unknown, unforeseen, hidden						Total
CO #001							\$ 30,678.18
							\$ 30,678.18
Totals:							\$ 30,678.18 15.3%
Total Remaining Allowance Amount with Adjustments							\$ 169,321.82

**PROJECT NAME:**

Roosevelt High School Modernizations - Library
4250 E Tulare Ave.
Fresno, CA 93702

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

DSA File No. :

10-H8

Application No. :

02-120777

CONTRACTOR :

Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. :

20039

FUSD BID/CONTRACT No. :

24-35

CONTRACTOR P.O. No. :

797002

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

The original Contract Sum was	\$ 3,685,000.00
Net change by previously authorized Change Orders	\$ -
The Contract Sum prior to this Change Order was	\$ 3,685,000.00
The Contract Sum will be adjusted by	\$ 387,747.69
The new Contract Sum, including this Change Order will be	\$ 4,072,747.69
The Contract Completion date prior to this Change Order was	8/9/2025
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	8/9/2025

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:

Lionakis
2025 19th Street
Sacramento, CA 95818

ARCHITECT/ENGINEER:

By: Jonathan McMurtry,
Date: 10/8/24

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612

CONTRACTOR:

Collin Froese
Digitally signed by Collin Froese
Date: 2024.10.23 14:28:16-07'00'

By: Collin Froese

Date: 10/23/24

Authorized by:

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

OWNER:

By: Alex Belanger, Chief Executive

Date: 10/8/24



CHANGE ORDER

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

Item 1-1 DESCRIPTION OF CHANGE:

Change the specified HVAC system from Variable Refrigerant Flow (VRF) to mechanical cooling package units.

REASON FOR CHANGE:

The change to mechanical cooling package units was made to meet the current District standard for HVAC.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PR-02, PCO 002.6

Amount of this Change Order Item:

Increase \$ 296,870.84

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2 DESCRIPTION OF CHANGE:

Relocate the existing electrical underground duct bank outside of the footprint of the new ADA ramp south of the Library.

REASON FOR CHANGE:

The project documents did not include the relocation of the duct bank and associated utility boxes.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

PR-06, PCO 005

Amount of this Change Order Item:

Increase \$ 90,876.85

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 387,747.69

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

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



Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

DSA #: 02-120777

BID #: 24-35

Date: 10/28/24
 Contractor: SolTek
 Architect: LionaKis
 Change Order:

Contract Summary:

Bid Award Amount(s)		
Base Bid 1: Admin Building Mod		\$ 3,564,000.00
Base Bid 2: Library Modernization		\$ 2,376,000.00
Base Bid 3: West Hall Modernization		\$ 6,613,000.00
Base Bid 4: Theater Modernization		\$ 3,415,000.00
Add Alt 1: Site: Decorative metal fencing & gates		\$ 125,000.00
Add Alt 4: Theater: architectural lighting system at auditorium		\$ 235,000.00
Add Alt 5: Library: Demo guardrail and surf prep at balcony-north		\$ 292,000.00
Add Alt 6: Library: Mechanical equipment and installation		\$ 1,017,000.00
Allowance: Unforeseen/unknown utility encounters and unknown dry rot		\$ 200,000.00
Total Agreement Amount:		\$ 17,837,000.00

Contract Adjustments:

Total Contract Amount							\$ 17,837,000.00	
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer F & O	District/Designer	Total		
Adm WH CO 001	\$ -	\$ -	\$ -	\$ 61,759.18	\$ -	\$ 61,759.18		\$ 61,759.18
Library Mod CO 001	\$ 296,870.84	\$ -	\$ -	\$ 90,876.85	\$ -	\$ 387,747.69		\$ 387,747.69
Theater Mod CO 001	\$ 5,205.89	\$ -	\$ -	\$ -	\$ -	\$ 5,205.89		\$ 5,205.89
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Totals:	\$ 302,076.73	1.7%	\$ - 0.0%	\$ 152,636.03	0.9%	\$ - 0.0%	\$ 454,712.76	2.5%
Total Contract Amount with Adjustments							\$ 454,712.76	2.5%
							\$ 18,291,712.76	

Allowance Amount				\$ 200,000.00
Allowance Adjustments:	Unknown, unforeseen, hidden		Total	
CO #001		\$ 30,678.18		\$ 30,678.18
Totals:		\$ 30,678.18	15.3%	\$ 30,678.18
Total Remaining Allowance Amount with Adjustments				\$ 169,321.82



CHANGE ORDER

PROJECT NAME:

Roosevelt High School Modernizations - Theater
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. :**001**

DSA File No. :

10-H8

Application No. :

02-120777

CONTRACTOR :

Soltek Pacific
1080 Holland Ave.
Clovis, CA 93612

DESIGNER'S PROJECT No. :

20039

FUSD BID/CONTRACT No. :

24-35

CONTRACTOR P.O. No. :

797004

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

The original Contract Sum was	\$ 3,775,000.00
Net change by previously authorized Change Orders	\$
The Contract Sum prior to this Change Order was	\$ 3,775,000.00
The Contract Sum will be adjusted by	\$ 5,205.89
The new Contract Sum, including this Change Order will be	\$ 3,780,205.89
The Contract Completion date prior to this Change Order was	9-Aug-25
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	9-Aug-25

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:

Lionakis
2025 19th Street
Sacramento, CA 95818

ARCHITECT/ENGINEER:

By: Jonathan McMurtry,
Date: 10/8/24

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612

CONTRACTOR:

Collin Froese Digital signature by Collin Froese
Date: 2024.10.23 14:33:16 -0700

By: Collin Froese

Date: 10/23/24

Authorized by:

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

OWNER:

By: Alex Belanger | Chief Executive

Date: 10/23/24



CHANGE ORDER

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

Item 1-1 DESCRIPTION OF CHANGE:

Revise the specified toilet partitions from Bobrick to Scranton products.

REASON FOR CHANGE:

The toilet partitions product was changed to meet the new District Standard.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

PR-04, PCO 003

Amount of this Change Order Item:	Increase \$ 5,205.89
Time adjustment by this Change Order Item:	Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE \$ 5,205.89
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE 0 DAYS

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



Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

Date: 10/28/24
 Contractor: SolTek
 Architect: LionaKis
 Change Order:

DSA #: 02-120777
 BID #: 24-35

Contract Summary:

Bid Award Amount(s)

Base Bid 1: Admin Building Mod	\$ 3,564,000.00
Base Bid 2: Library Modernization	\$ 2,376,000.00
Base Bid 3: West Hall Modernization	\$ 6,613,000.00
Base Bid 4: Theater Modernization	\$ 3,415,000.00
Add Alt 1: Site: Decorative metal fencing & gates	\$ 125,000.00
Add Alt 4: Theater: architectural lighting system at auditorium	\$ 235,000.00
Add Alt 5: Library: Demo guardrail and surf prep at balcony-north	\$ 292,000.00
Add Alt 6: Library: Mechanical equipment and installation	\$ 1,017,000.00
Allowance: Unforeseen/unknown utility encounters and unknown dry rot	\$ 200,000.00
Total Agreement Amount:	\$ 17,837,000.00

Contract Adjustments:

Total Contract Amount

\$ 17,837,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
Adm WH CO 001	\$ -	\$ -	\$ -	\$ 61,759.18	\$ -	\$ 61,759.18
						\$ 61,759.18
Library Mod CO 001	\$ 296,876.84	\$ -	\$ -	\$ 90,876.85	\$ -	\$ 387,747.69
						\$ 387,747.69
Theater Mod CO 001	\$ 5,205.89	\$ -	\$ -	\$ -	\$ -	\$ 5,205.89
						\$ 5,205.89
Totals:	\$ 302,076.73	1.7%	\$ - 0.0%	\$ - 0.0%	\$ 152,636.03	0.9% \$ - 0.0% \$ 454,712.76 \$ 454,712.76 2.5%
Total Contract Amount with Adjustments						\$ 18,291,712.76

Allowance Amount

\$ 200,000.00

Allowance Adjustments:	Unknown, unforeseen, hidden	Total
CO #001	\$ 30,678.18	\$ 30,678.18
Totals:	\$ 30,678.18 15.3%	\$ 30,678.18
Total Remaining Allowance Amount with Adjustments		\$ 169,321.82

5/20
Fresno Unified
School District

CHANGE ORDER

PROJECT NAME:
Wawona ES Sitework Portables
4524 N. Thorne Avenue
Fresno CA 93704

CHANGE ORDER No.: **001**

DSA File No.: **10-48**

Application No.: **02-121722**

CONTRACTOR :
GC Builders, Inc
3366 W Sussex
Fresno, CA 93722

DESIGNER'S PROJECT No.: **5603.1**

FUSD BID/CONTRACT No.: **24-51**

CONTRACTOR P.O. No.: **805238**

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

The original Contract Sum was	\$ 1,623,100.00
Net change by previously authorized Change Orders	\$
The Contract Sum prior to this Change Order was	\$ 1,623,100.00
The Contract Sum will be adjusted by	\$ 130,193.33
The new Contract Sum, including this Change Order will be	\$ 1,753,293.33
The Contract Completion date prior to this Change Order was	8/01/2024
The Contract Time will be adjusted by	(43) Calendar Days
The new Contract Completion date, including this Change Order is therefore	13-Sep-24

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

Recommended by:

Integrated Designs by
SOMAM, Inc. 6011
N. Fresno Ste 130 Fresno

ARCHITECT/ENGINEER:

By: Curtis Flynn

Date: 10/21/24

Accepted by:

GC Builders, Inc
366 W Sussex
Fresno, CA 93722

CONTRACTOR:

By: Gerardo Campos

Date: 10-22-24

Authorized by:

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

OWNER:

By: Alex Belanger | Chief Executive

Date: 10/25/24

Contract documents to make the following changes in this Contract:

Item 1-1	DESCRIPTION OF CHANGE: Relocate irrigation out of building footprint and add two drywells under the new building and revise grades for new sidewalk.	
	REASON FOR CHANGE: Revised site grades so that the concrete walks meet ADA requirements at the Southeast corner of the building where the bike storage rack is located. Added two drywells under the building for drainage.	
	CHANGE CATEGORY: Designer E & O.	
	DOCUMENT REFERENCE: RFQ 1	
	Amount of this Change Order Item:	Increase \$ 50,076.11
	Time adjustment by this Change Order Item:	Increase 13 Days
Item 1-2	DESCRIPTION OF CHANGE: Furnish all labor, material and equipment to re-route the light pole base outside of the new building footprint. Unforseen allowance to be utilized for the total cost of \$6,090.50.	
	REASON FOR CHANGE: Unforseen underground electrical utility was found to be in the new building footprint. It was necessary to relocate the utility line.	
	CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition.	
	DOCUMENT REFERENCE: COR 004R	
	Amount of this Change Order Item:	Increase \$ -
	Time adjustment by this Change Order Item:	Increase 3 Days



CHANGE ORDER

Item 1-3**DESCRIPTION OF CHANGE**

Raise the concrete stem wall and footings 1.5 inches.

REASON FOR CHANGE:

The project documents showed a conflict between the design grades and the finish floor elevations of the owner supplied buildings.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 15

Amount of this Change Order Item:

Increase \$ 10,307.00

Time adjustment by this Change Order Item:

Increase 3 Days

Item 1-4**DESCRIPTION OF CHANGE:**

Lower the elevation of the rat slab under the building to maintain adequate crawl space.

REASON FOR CHANGE:

The grades shown for the rat slab on the contract documents did provide enough height to crawl under the building for maintenance personnel.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #04

Amount of this Change Order Item:

Increase \$ 18,493.01

Time adjustment by this Change Order Item:

Increase 3 Days



Item 1-5

DESCRIPTION OF CHANGE:

Relocate and widen the sidewalk West of the Library. Relocate the ornamental fencing, light poles and existing ADA ramp to the West and reduce the width of the parking median. Unforeseen allowance to be utilized for the total cost of \$86,110.41.

REASON FOR CHANGE:

In the course of construction, existing underground chiller lines were found to be in conflict with the new work. It was necessary to relocate the fencing, sidewalks and light poles to avoid damage to the existing underground

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFQ5

Amount of this Change Order Item:

Increase \$

-

Time adjustment by this Change Order Item:

Increase

21

Days

Item 1-6

DESCRIPTION OF CHANGE:

Install fire alarm panels and modules, with required building and site infrastructure, including concrete removal and patchback. Add dedicated electrical circuits for each. Install intrusion panels and devices. Add cameras, monitor, and DVR in the Administration building with required infrastructure.

REASON FOR CHANGE:

The project documents did not include the District standard Administration building cameras and entry monitor and did not include complete low voltage systems. It was necessary to add the required District standard infrastructure and missing system components.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ #004

Amount of this Change Order Item:

Increase \$ 51,317.21

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 130,193.33

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 43 Days

CHANGE ORDER



Facilities Management & Planning

Project Financial Summary

Project Name: *Wawona Middle School Sitework and Portable Improvement*
 DSA #: 02-121722
 BID #: 24-51

Date: 10/24/24
 Contractor: GCB1 Inc. Construction
 Architect: SOMAM
 Change Order: 01

Contract Summary:

Bid Award Amount(s)

Base Bid:	\$ 1,623,100.00	\$ 1,623,100.00
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Total Agreement Amount:

\$ 1,623,100.00

Contract Adjustments:

Total Contract Amount

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	\$ 1,623,100.00
CO 01	\$ -	\$ -	\$ -	\$ 130,193.33	\$ -	\$ 130,193.33	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals:	\$ -	0.00%	\$ -	0.00% \$ 130,193.33 8.02%	\$ - 0% \$ 130,193.33	\$ 130,193.33	\$ 1,753,293.33 8.0%
Total Contract Amount with Adjustments							

Contract Adjustments:

Total Allowance Amount

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	\$ 250,000.00
CO 01	\$ -	\$ -	\$ 92,200.91	\$ -	\$ -	\$ 92,200.91	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Allowance Remaining						\$ 92,200.91	\$ 92,200.91
							\$ 157,799.09



CHANGE ORDER

PROJECT NAME:

Fence Upgrade
Bullard High School 5445 N Palm Avenue
Fresno, CA 93704

CHANGE ORDER No. :**001**

DSA File No. :

10-H8

Application No. :

02-118420

CONTRACTOR :

HBC Enterprises
1840 Shaw Ave STE 105-08
Clovis, CA 93611

DESIGNER'S PROJECT No. :

19-50

FUSD BID/CONTRACT No. :

24-54

CONTRACTOR P.O. No. :801804A

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

The original Contract Sum was	\$ 2,034,449.00
Net change by previously authorized Change Orders	\$ -
The Contract Sum prior to this Change Order was	\$ 2,034,449.00
The Contract Sum will be adjusted by	\$ 9,219.94
The new Contract Sum, including this Change Order will be	\$ 2,043,668.94
The Contract Completion date prior to this Change Order was	Dec-31-2024
The Contract Time will be adjusted by	0
The new Contract Completion date, including this Change Order is therefore	Dec-31-2024

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:

PBK Architects
7790 N. Palm Ave.
Fresno, CA 93711

ARCHITECT/ENGINEER:


By: Michael Schoen

Date: 10/23/2024

Accepted by:

HBC Enterprises
1840 Shaw Ave. STE. 105-08
Clovis, CA 93611

CONTRACTOR:

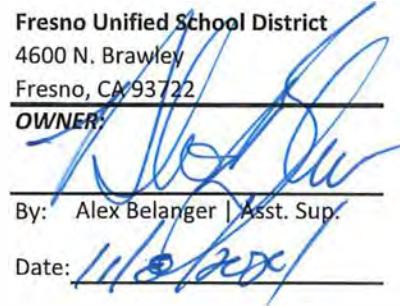

By: Rob Harris

Date: 11.7.24

Authorized by:

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

OWNER:


By: Alex Belanger | Asst. Sup.

Date: 11.8.24



CHANGE ORDER

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

Item 1-1	DESCRIPTION OF CHANGE: Change the color of the wrought iron fence along the perimeter of the campus	
	REASON FOR CHANGE: The color of the fence changed from black to blue as per Disitrct request.	
	CHANGE CATEGORY: District Request	
	DOCUMENT REFERENCE: OTP #01, CPR #01	
	Amount of this Change Order Item:	Increase \$ 44,173.83
	Time adjustment by this Change Order Item:	Increase 0 Days
Item 1-2	DESCRIPTION OF CHANGE: Add stabilizing supports to each of the five chain link rolling gates for the North and South parking lots	
	REASON FOR CHANGE: Due to the length and weight of the rolling gates, it was deemed necessary to add additional stabilizing supports.	
	CHANGE CATEGORY: Designer E&O	
	DOCUMENT REFERENCE: OTP #02, CPR #02	
	Amount of this Change Order Item:	Increase \$ 13,704.25
	Time adjustment by this Change Order Item:	Increase 0 Days
Item 1-3	DESCRIPTION OF CHANGE: Credit amount back to school district from original contracted amount.	
	REASON FOR CHANGE: Deductive change order from HBC enterprises for credit back to the school district for removal of the 1" conduit from project scope.	
	CHANGE CATEGORY: District and Designer	
	DOCUMENT REFERENCE: Bulletin 06	
	Amount of this Change Order Item:	Decrease \$ (48,658.14)
	Time adjustment by this Change Order Item:	Increase 0 Days
TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE \$ 9,219.94
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE 0 DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail



Fresno Unified
School District

Facilities Management & Planning

Project Financial Summary

Project Name: Bullard High Fencing Improvements

Date: 11/7/24

Contractor: HBC

DSA #: 02-118420

Architect: PBK

BID #: 24-54

Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid: Bullard HS Fencing Improvements	\$ 1,884,449.00
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Allowance: Unknown/unforeseen underground utility encounters performed on time and material basis.	\$ 150,000.00
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Total Agreement Amount:	\$ 2,034,449.00
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Contract Adjustments:

Total Contract Amount	\$ 2,034,449.00
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Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #001	\$ 44,173.83	\$ -	\$ 13,704.25	\$ (48,658.14)	\$ 9,219.94	

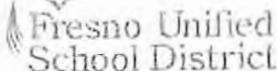
Totals:	\$ 44,173.83 2.2%	\$ - 0.0%	\$ 13,704.25 0.7%	\$ (48,658.14) -2.4%	\$ 9,219.94 0.5%	\$ 9,219.94	0.5%
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Total Contract Amount with Adjustments	\$ 2,043,668.94
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Allowance Amount	\$ 150,000.00
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Allowance Adjustments:	Unknown, unforeseen, hidden	Total
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Totals:	\$ -	\$ -
Total Remaining Allowance Amount with Adjustments	\$ 150,000.00	



CHANGE ORDER

PROJECT NAME:
McCardle Elementary Portables
577 E Sierra Avenue
Fresno, CA 93710

CHANGE ORDER No.: 001
DSA File No.: 10-H8
Application No.: 02-121768

CONTRACTOR:
Davis Moreno Construction, Inc
4720 N Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No.: 5601
FUSD BID/CONTRACT No.: 24-60
CONTRACTOR P.O. No.: 801806

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

The original Contract Sum was	\$ 1,072,103.00
Net change by previously authorized Change Orders	
The Contract Sum prior to this Change Order was	\$ 1,072,103.00
The Contract Sum will be adjusted by	\$ 30,515.61
The new Contract Sum, including this Change Order will be	\$ 1,102,618.61
The Contract Completion date prior to this Change Order was	7/28/24
The Contract Time will be adjusted by	(7) Calendar Days
The new Contract Completion date, including this Change Order is therefore	4-Aug-24

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

Recommended by:

Integrated Designs by
SOMAM, inc.

ARCHITECT/ENGINEER:

By: *Curtis Lynn*
Date: 9/24/24

Accepted by:

Davis Moreno Construction, Inc.

CONTRACTOR:

By: JR Moreno
Date: 9/24/24

Authorized by:

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

OWNER:

By: Alex Belanger | Chief Executive
Date: 10/31/2024



CHANGE ORDER

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

Item 1-1 **DESCRIPTION OF CHANGE:**
Install a 4" gate valve on the relocated irrigation main line and relocate an existing irrigation valve outside of the new concrete.

REASON FOR CHANGE:
The project documents did not include District irrigation standards for a shut off valve to isolate the new work.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ 1

Amount of this Change Order Item:	Increase \$ 5,696.17
Time adjustment by this Change Order Item:	Increase 3 Days

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

Upsize the sanitary sewer waste line size that feeds the new portable office and classroom from 4" to 6"

REASON FOR CHANGE:

In the course of construction it was discovered that the required slope and backfill requirements could not be achieved given the existing point of connection height.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI 6 - Storm drain work

Amount of this Change Order Item:	Increase \$ 5,930.00
Time adjustment by this Change Order Item:	Increase 0 Days

Item 1-3 **The project documents showed and incorrect tie in point of connection for the storm drain.**

Relocate the storm drain connection point to the north west side of the campus

REASON FOR CHANGE:

The project documents showed and incorrect tie in point of connection for the storm drain.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$ 6,569.00
Time adjustment by this Change Order Item:	Increase 0 Days

Change Order Item Detail



CHANGE ORDER

Item 1-4**DESCRIPTION OF CHANGE:**

Add two gate valves and fittings to the existing underground irrigation system.

REASON FOR CHANGE:

There were multiple leaks in the existing irrigation system which would not allow the new irrigation piping to pass the required pressure test. Valves were added to isolate the existing areas from the new work to allow the new

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

CCR-7-1

Amount of this Change Order Item:

Increase \$ 9,285.54

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-5**DESCRIPTION OF CHANGE:**

Slope the new sidewalk to cover the grade between the existing ramp; and the top of the new sidewalk.

REASON FOR CHANGE:

The difference in elevation between the bottom of the existing ramp and top of new sidewalk in front of the new portables was significant

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 544.50

Time adjustment by this Change Order Item:

Increase 2 Days



CHANGE ORDER

Item 1-6

DESCRIPTION OF CHANGE:

Relocate the storm drain point of connection from the East side to the West side of the new portable building.

REASON FOR CHANGE:

The portable buildings arrived with the downspout location installed on the opposite side of the buildings, than what was shown in the project documents. To remedy this, and avoid underground conflicts, the storm drain connection needed to be moved to the other side of the building.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ 2,490.40

Time adjustment by this Change Order Item:

Increase 2 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 30,515.61

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (7) Calendar Days

*** End of CHANGE ORDER ***



Fresno Unified
School District

Facilities Management & Planning

Project Name: McCardle ES
Portable Project
DSA #: 2
BID #: 22-38

Date: 7/15/24
Contractor: Davis Moreno
Architect: SOMAM
Change Order: 1

Project Financial Summary

Contract Summary:

Bid Award Amount(s)

Base Bid:	Portable Project	\$ 1,047,103.00
Allowance	USED: 0.00	\$ 25,000.00 0%

Total Agreement Amount:

\$ 1,072,103.00

Contract Adjustments:

Total Contract Amount

\$ 1,072,103.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #001			\$ 18,250.44	\$ 12,265.17	\$ -	\$ 30,515.61
Totals:	\$ - 0.0%	\$ - 0.0%	\$ 18,250.44 1.7%	\$ 12,265.17 1.1%	\$ - 0.0%	\$ 30,515.61 2.8%
Total Contract Amount with Adjustments						
						\$ 1,102,618.61



CHANGE ORDER

PROJECT NAME:
McCardle Elementary Portables
577 E Sierra Avenue
Fresno, CA 93710

CHANGE ORDER No.: 002
DSA File No.: 10-H8
Application No.: 02-121768

CONTRACTOR :
Davis Moreno Construction, inc
4720 N Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No.: 5601
FUSD BID/CONTRACT No.: 24-60
CONTRACTOR P.O. No.: 801806

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

The original Contract Sum was	\$ 1,072,103.00
Net change by previously authorized Change Orders	\$ 30,515.61
The Contract Sum prior to this Change Order was	\$ 1,102,618.61
The Contract Sum will be adjusted by	\$ 25,788.42
The new Contract Sum, including this Change Order will be	\$ 1,128,407.03
The Contract Completion date prior to this Change Order was	8/4/2024
The Contract Time will be adjusted by	(100) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12-Nov-24

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

Recommended by:

Integrated Designs by
SOMAM, inc.

ARCHITECT/ENGINEER:

By: Curtis Lynn

Date: 10/30/24

Accepted by:

Davis Moreno Construction, inc.
CONTRACTOR:

By: Stephen Davis

Date: 11/1/24

Authorized by:

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

OWNER:

By: Alex Belanger | Chief Executive

Date: 11/1/24



CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:

Provide angle bracing at top of wall in new portable building.

REASON FOR CHANGE:

The project documents did not include the necessary top of wall bracing.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 14

Amount of this Change Order Item:

Increase \$ 2,707.98

Time adjustment by this Change Order Item:

Increase 3 Days

Item 2-2

DESCRIPTION OF CHANGE:

Install a drain inlet to allow drainage at the new sod area, East of the new portable buildings.

REASON FOR CHANGE:

Ponding occurs at the new concrete when the sprinklers are on. To alleviate this ponding, a drain inlet will need to be installed.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ 6

Amount of this Change Order Item:

Increase \$ 3,927.00

Time adjustment by this Change Order Item:

Increase 20 Days



CHANGE ORDER

Item 2-3 **DESCRIPTION OF CHANGE:**
Provide complete video surveillance system in the new portable buildings and site cabling for the intrusion system.

REASON FOR CHANGE:

The project documents did not include a complete FUSD standard video surveillance system.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFQ 3

Amount of this Change Order Item:	Increase	\$ 31,025.82
Time adjustment by this Change Order Item:	Increase	10 Days

Item 2-4 **DESCRIPTION OF CHANGE:**
Add sod in the area east of the new portable buildings.

REASON FOR CHANGE:

The project documents did not include sod in the area east of the new portable buildings where utilities were installed. It was necessary to add sod to allow for path of travel rather than wait for seed to establish.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase	\$ 7,982.08
Time adjustment by this Change Order Item:	Increase	0 Days

Item 2-5 **DESCRIPTION OF CHANGE:**
Remove and replace the existing gate support post at the main entry to the site and install a hold open hasp.

REASON FOR CHANGE:

The existing entry gate support post needed to be upgraded to allow for the weight of the new entry gate.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 009

Amount of this Change Order Item:	Increase	\$ 4,879.13
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CHANGE ORDER

Item 2-6	DESCRIPTION OF CHANGE: Revise hot water heater to a mini tank model.	
	REASON FOR CHANGE: The specified hot water heater did not fit in the millwork as required to maintain the appropriate clearances for maintenance and ADA clearances.	
	CHANGE CATEGORY: Designer E & O.	
	DOCUMENT REFERENCE: RFQ 5	
	Amount of this Change Order Item:	Increase \$ 266.41
	Time adjustment by this Change Order Item:	Increase 0 Days
Item 2-7	DESCRIPTION OF CHANGE: Add 67 Calendar Days to Contract Duration	
	REASON FOR CHANGE: Contract time extension to accommodate minor project close-out activities.	
	CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition.	
	DOCUMENT REFERENCE: COIR 14	
	Amount of this Change Order Item:	Increase \$ -
	Time adjustment by this Change Order Item:	Increase 67 Days
Item 2-8	DESCRIPTION OF CHANGE: Provide credit of unused project bid allowance for "unknown unforeseen utility encounters".	
	REASON FOR CHANGE: The project included a bid contingency for encounters with unknown, unforeseen encounters with underground utilities. The unused amount will be credited to the project.	
	CHANGE CATEGORY: District requested change.	
	DOCUMENT REFERENCE: SOV, Pay App #4	
	Amount of this Change Order Item:	Increase \$ (25,000.00)
	Time adjustment by this Change Order Item:	Increase 0 Days



CHANGE ORDER

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	25,788.42
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	100

*** End of Change Order***



Facilities Management & Planning

Project Financial Summary

Project Name: McCardle ES
Portable Project
DSA #: 2
BID #: 24-60

Date: 7/15/24
Contractor: Davis Moreno
Architect: SOMAM
Change Order: 1

Contract Summary:

Bid Award Amount(s)

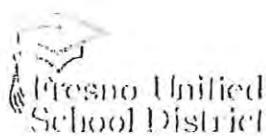
Base Bid:	Portable Project	\$ 1,047,103.00
Allowance	USED: 0.00	\$ 25,000.00 0%

Total Agreement Amount:

\$ 1,072,103.00

Contract Adjustments:

Total Contract Amount							\$ 1,072,103.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO #001			\$ 18,250.44	\$ 12,265.17	\$ -	\$ 30,515.61	
CO #002	\$ (25,000.00)		\$ -	\$ 50,788.42		\$ 25,788.42	
Totals:	\$ (25,000.00)	-2.3%	\$ - 0.0%	\$ 18,250.44 1.7%	\$ 63,053.59 5.9%	\$ - 0.0% \$ 56,304.03	\$ 56,304.03 5.3%
Total Contract Amount with Adjustments							\$ 1,128,407.03



CHANGE ORDER

PROJECT NAME:

McCardle Elementary Portables
577 E Sierra Avenue
Fresno, CA 93710

CHANGE ORDER NO.:**003**

DSA File No.:

10-H8

Application No.:

02-121768

CONTRACTOR:

Davis Moreno Construction, Inc
4720 N Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No.:

5601

FUSD BID/CONTRACT No.:

24-60

CONTRACTOR P.O. No.:

801806

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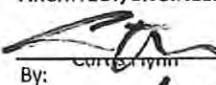
The original Contract Sum was	\$ 1,072,103.00
Net change by previously authorized Change Orders	\$ 56,304.03
The Contract Sum prior to this Change Order was	\$ 1,128,407.03
The Contract Sum will be adjusted by	\$ 5,369.30
The new Contract Sum, including this Change Order will be	\$ 1,133,776.33
The Contract Completion date prior to this Change Order was	11/12/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12-Nov-24

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

Recommended by:

Integrated Designs by
SOMAM, Inc.

ARCHITECT/ENGINEER:

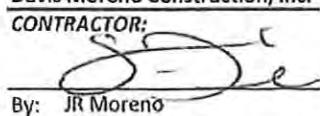

By: Contracting Officer

Date: 11/5/24

Accepted by:

Davis Moreno Construction, Inc.

CONTRACTOR:


By: JR Moreno

Date: 11/4/2024

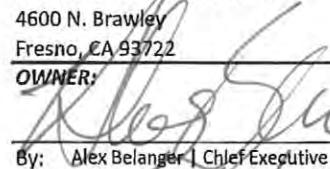
Authorized by:

Fresno Unified School District

4600 N. Brawley

Fresno, CA 93722

OWNER:


By: Alex Belanger | Chief Executive

Date: 11/13/24



CHANGE ORDER

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

Item 3-1	DESCRIPTION OF CHANGE: Revise the site drainage to tie into the downspout locations on the new portable building.							
REASON FOR CHANGE: The project documents showed a conflict with the location of the downspouts on the building and the locations shown on the site plans.								
	CHANGE CATEGORY: Designer E & O.							
	DOCUMENT REFERENCE: RFI 10; OTP 2							
<table><tr><td>Amount of this Change Order Item:</td><td>Increase \$</td><td>4,398.16</td></tr><tr><td>Time adjustment by this Change Order Item:</td><td>Increase</td><td>0 Days</td></tr></table>			Amount of this Change Order Item:	Increase \$	4,398.16	Time adjustment by this Change Order Item:	Increase	0 Days
Amount of this Change Order Item:	Increase \$	4,398.16						
Time adjustment by this Change Order Item:	Increase	0 Days						
Item 3-2	DESCRIPTION OF CHANGE: Reverse the door swing of the interior door in office 34E							
REASON FOR CHANGE: The project documents showed a discrepancy between the modular building drawings and the architectural drawings. The resulting mitigating changes required a door swing to be reversed which required a new door and frame.								
	CHANGE CATEGORY: Designer E & O.							
	DOCUMENT REFERENCE: RFQ 4							
<table><tr><td>Amount of this Change Order Item:</td><td>Increase \$</td><td>971.14</td></tr><tr><td>Time adjustment by this Change Order Item:</td><td>Increase</td><td>0 Days</td></tr></table>			Amount of this Change Order Item:	Increase \$	971.14	Time adjustment by this Change Order Item:	Increase	0 Days
Amount of this Change Order Item:	Increase \$	971.14						
Time adjustment by this Change Order Item:	Increase	0 Days						
TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE \$ 5,369.30 TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 0 Days								

CHANGE ORDER ITEM DETAIL



Fresno Unified
School District

Facilities Management & Planning

Project Name: McCardle ES
Portable Project
DSA #: 02-121768
BID #: 24-60

Date: 11/12/24
Contractor: Davis Moreno
Architect: SOMAM
Change Order: 1

Project Financial Summary

Contract Summary:

Bid Award Amount(s)						
Base Bid:	Portable Project				\$	1,047,103.00
Allowance	USED: 25,000.00				\$	25,000.00 100%
<hr/>						
Total Agreement Amount:					\$	1,072,103.00

Contract Adjustments:

Total Contract Amount						
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #001			\$ 18,250.44	\$ 12,265.17	\$ -	\$ 30,515.61
CO #002	\$ (25,000.00)		\$ -	\$ 50,788.42	\$ -	\$ 25,788.42
CO #003			\$ -	\$ 5,369.30	\$ -	\$ 5,369.30
<hr/>						
Totals:	\$ (25,000.00)	-2.3%	\$ - 0.0%	\$ 18,250.44 1.7%	\$ 68,422.89 6.4%	\$ - 0.0% \$ 61,673.33 \$ 61,673.33 5.8%
Total Contract Amount with Adjustments						
<hr/>						
\$ 1,133,776.33						



CHANGE ORDER

PROJECT NAME:

Addicott ES - (3) Shade Structures & Site Improvements
4784 E. Dayton Avenue
Fresno, CA 93726

CHANGE ORDER No. :**001**

DSA File No. :

10-48

Application No. :

02-122245

CONTRACTOR :

Harris Development Corp. dba HBC Enterprises
2743 E. Shaw Avenue Ste. 103
Fresno, CA 93710

DESIGNER'S PROJECT No. :

230374

FUSD BID/CONTRACT No. :

24-95

CONTRACTOR P.O. No. :

2501419

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

The original Contract Sum was	\$	757,449.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	757,449.00
The Contract Sum will be adjusted by	\$	47,146.75
The new Contract Sum, including this Change Order will be	\$	804,595.75
The Contract Completion date prior to this Change Order was		29-Sep-24
The Contract Time will be adjusted by	0	
The new Contract Completion date, including this Change Order is therefore		29-Sep-24

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:

PBK Architects, Inc.
7790 N. Palm Avenue
Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Michael Schoen

Date: 10/18/2024

Accepted by:

HBC Enterprises
2743 E. Shaw Ste. 103
Fresno, CA 93710

CONTRACTOR:

By: Rob Harris

Date: 10/18/24

Authorized by:

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

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 10/18/24



CHANGE ORDER

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

Item 1-1	DESCRIPTION OF CHANGE: Provide a 6"X6" concrete curb on the North side of campus.	
	REASON FOR CHANGE: The footings for the existing shade structure were 4 inches above finish elevation of the new concrete walkway there was originally grass.	
	CHANGE CATEGORY: Designer E & O.	
	DOCUMENT REFERENCE: RFI #09, OTP #01, CPR #05-R1	
	Amount of this Change Order Item:	Increase \$ 1,106.21
	Time adjustment by this Change Order Item:	Increase 0 Days
Item 1-2	DESCRIPTION OF CHANGE: Provide site concrete curb, fencing and sidewalk on the NE side of the campus.	
	REASON FOR CHANGE: The NE concrete pathway needed to be widened to allow for a safe drop off area for the buses.	
	CHANGE CATEGORY: Designer E & O.	
	DOCUMENT REFERENCE: Bulletin #02, OTP #02, CPR #07	
	Amount of this Change Order Item:	Increase \$ 8,625.08
	Time adjustment by this Change Order Item:	Increase 0 Days
Item 1-3	DESCRIPTION OF CHANGE: Remove (4) existing concrete slabs and replace with new concrete.	
	REASON FOR CHANGE: Contract Documents did not include the necessary demolition and replacement of the existing concrete slabs to properly place the footings for the shade structure.	
	CHANGE CATEGORY: Designer E & O.	
	DOCUMENT REFERENCE: RFI #011, OTP #03, CPR #04	
	Amount of this Change Order Item:	Increase \$ 8,026.37
	Time adjustment by this Change Order Item:	Increase 0 Days



CHANGE ORDER

Item 1-4

DESCRIPTION OF CHANGE:

Remove concrete slab in the peanut shaped play area on the South side of the site.

REASON FOR CHANGE:

The existing concrete slab had slopes that did not comply with ADA.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

RFI #05, OTP #04, CPR #)5

Amount of this Change Order Item:

Increase \$ 29,389.09

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 47,146.75

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

*** End of CHANGE ORDER ***



Facilities Management & Planning

Project Financial Summary

Project Name: Addicott Shasde Structures and Site Improvements

DSA #: 02-122245
BID #: 24-95

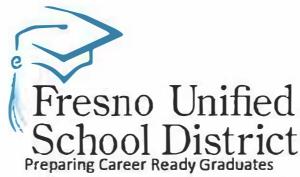
Date: 10/16/24
Contractor: HBC Enterprises
Architect: PBK Architect
Change Order: 01

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Shade Structures and Site Improvements	\$	757,449.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
Total Agreement Amount:		\$	757,449.00

Contract Adjustments:

Total Contract Amount										\$	757,449.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total					
CO #001	\$ -	\$ -	\$ 29,389.09	\$ 17,757.66	\$ -	\$ 47,146.75					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Totals:	\$ -	0% \$ -	0% \$ 29,389.09	4% \$ 17,757.66	2% \$ -	0% \$ 47,146.75	\$ 47,146.75				6.2%
Total Contract Amount with Adjustments							\$ 804,595.75				



CHANGE ORDER

PROJECT NAME:
FUSD Tehipite Middle School eSports Arena
630 N Augusta St, Fresno, CA 93701

CHANGE ORDER No. :

02

DSA File No. :

10-48

Application No.:

02-119638

CONTRACTOR:
Quiring General, LLC
5118 E. Clinton Way, Suite 201
Fresno CA 93727-

DESIGNER'S PROJECT No. :

2115

FUSD BID/CONTRACT No.

24-97

CONTRACTOR P.O. No. :

806214

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

The original Contract Sum was	\$3,565,015.00
Net change by previously authorized Change Orders	\$14,967.70
The Contract Sum prior to this Change Order was.....	\$3,579,982.70
The Contract Sum will be adjusted by.....	\$20,298.14
The new Contract Sum including this Change Order will be.....	\$3,600,280.84
The Contract Completion date prior to this Change Order was	5/8/2025
The Contract Time will be adjusted by.....	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	5/8/2025

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
6790 N. West Ave
Fresno, California 93711

Accepted by:

Quiring General, LLC
5118 E. Clinton Way, Suite 201
Fresno CA 93727-

Authorized by:

Fresno Unified School District
2309 Tulare Street
Fresno CA 93721-

DESIGNER:

By:

Date: November 11, 2024

CONTRACTOR:

By: Joseph Bogart

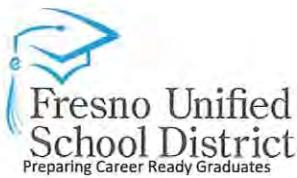
Date:

Digitally signed by Joseph
Bogart
DN: C=US,
E=jbogart@quiring.com,
O="Quiring General, LLC",
CN=Joseph Bogart
Reason: I agree to the terms
defined by the placement of
my signature on this document
Date: 2024.11.13
08:31:41-08'00'

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 11/18/24



CHANGE ORDER

FUSD Tehipite Middle School eSports Arena
CHANGE ORDER NO.: 02
DATE
Project No.: 2115

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

Item 02 - 1	DESCRIPTION OF CHANGE: Omit the steel angle thresholds and countertop support brackets.	
REASON FOR CHANGE: The project documents called out for countertop support brackets in miscellaneous metals as well as in the modular casework. It was necessary to provide a credit for the miscellaneous metals support brackets.		
	CHANGE CATEGORY: Owner	
	DOCUMENT REFERENCE: COR05.3 RFI008,009	
	Amount of this Change Order Item: DECREASE (\$3,445.64)	
	Time adjustment by this Change Order Item: UNCHANGED 0	
Item 02 - 2	DESCRIPTION OF CHANGE: Remove clearstory windows and louvers and infill with insulation, gypsum board, sheathing and plaster. Paint to match adjacent finish.	
	REASON FOR CHANGE: The project documents did not include the necessary window infill in the areas the existing louvers were removed.	
	CHANGE CATEGORY: Designer E & O.	
	DOCUMENT REFERENCE: COR003.1 RFI004	
	Amount of this Change Order Item: INCREASE \$21,644.79	
	Time adjustment by this Change Order Item: UNCHANGED 0	
Item 02 - 3	DESCRIPTION OF CHANGE: Install Hollow Metal Window Frame at Data Room 110	
	REASON FOR CHANGE: FUSD It department requested a window in the data room to allow for visual monitoring of data racks, equipment and cable management system.	
	CHANGE CATEGORY: District Requested change.	
	DOCUMENT REFERENCE: COR016.2 RFP01	
	Amount of this Change Order Item: INCREASE \$2,098.99	
	Time adjustment by this Change Order Item: UNCHANGED 0	
TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:		INCREASE \$20,298.14
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		UNCHANGED 0 Days

*** End of CHANGE ORDER ***

02

Change Order Item Detail

Page 1 of 1



Project Financial Summary

Facilities Management & Planning

Project Name: Tehipite MS
FUSD Technology Hub
DSA #: 2
BID #: 24-97

Date: 11/18/24
Contractor: Quiring General
Architect: Darden
Change Order: 2

Contract Summary:

Bid Award Amount(s)	Amount	Used	Remaining	
Base Bid: FUSD Technology Hub				\$ 3,565,015.00
Total Agreement Amount:				\$ 3,565,015.00

Contract Adjustments:

Total Contract Amount								\$ 3,565,015.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total		
CO #001	\$ -	\$ -	\$ 7,647.20	\$ -	\$ 7,320.50	\$ 14,967.70		
CO #002	\$ (1,346.65)	\$ -	\$ 21,644.79	\$ -	\$ -	\$ 20,298.14		
Totals:	\$ (1,346.65)	0.0%	\$ - 0.0%	\$ 29,291.99 0.8%	\$ - 0.0%	\$ 7,320.50 0.2%	\$ 35,265.84	\$ 35,265.84 1.0%
Total Contract Amount with Adjustments								\$ 3,600,280.84

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: December 18, 2024

AGENDA ITEM C-22

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion – G2

ITEM DESCRIPTION: Included in the Board binders is a Notice of Completion for projects, which have been completed according to plans and specifications as follows:

Bid 24-89, Service Center Bus Lift Replacement

For Information Only	
Original contract amount:	\$ 359,999
Change Order(s) previously ratified:	\$ 19,340
Contract amount:	\$ 379,339

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

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

INTERIM SUPERINTENDENT APPROVAL: 



NO FEE REQUIRED

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

2024-0105376

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, Nov 13, 2024 03:51:57 PM

CONFORMED COPY

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

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

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

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

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

5. A work of improvement on the property hereinafter described was accepted/completed on **October 30, 2024**
The work done was **Service Center Bus Lift Replacement, Bid No. 24-89.**
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:
Viking Enterprises **PO Box 8329, Fresno, CA 93747** **June 24, 2024**
(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:

FUSD Bus Shop **4498 N. Brawley Ave, Fresno, CA 93722** **DSA No.: N/A**

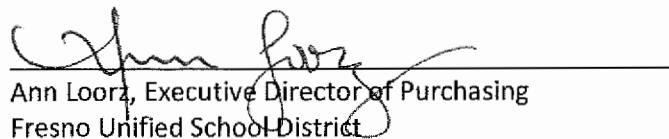
Date: **November 13, 2024**


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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

Executed on November 13, 2024 at Fresno,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District