AGENDA
FEBRUARY 26, 2025
*4:30 P.M. (CLOSED SESSION) *6:45 P.M. (OPEN SESSION)
BOARD OF EDUCATION, REGULAR MEETING
THIS MEETING WILL BE HELD AT
2309 TULARE STREET, FRESNO, CALIFORNIA 93721
FRESNO UNIFIED SCHOOL DISTRICT
SECOND FLOOR - BOARD ROOM

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

Please note: Parking will be available for board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and "N" streets - entrance on "N" street. Board meeting attendees without key cards should report to the parking booth attendant. Please do NOT take a ticket. Additionally, the City of Fresno will not enforce the street meters in this area after 6:00 p.m., Monday through Friday.

For the safety of all who attend Fresno Unified Board Meetings, everyone entering the Education Center building is subject to metal detector scanning. Board Policy 5145.12 allows for the use of metal detectors. Prohibited items 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 being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

Any member of the public who wishes to address the Board shall submit a speaker card specifying the item(s) they wish to address. The card must be submitted before or during the Board's consideration of the item.

In accordance with Board Bylaw 9322, students and parents/guardians may request 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: fresnounified.org/board

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



Agenda Approved by Interim Superintendent Mao Misty Her

***4:30 P.M.**

PLEDGE OF ALLEGIANCE

Tami Lundberg will lead the flag salute.

OPPORTUNITY FOR PUBLIC COMMENT ON CLOSED SESSION AGENDA

RECEIVE INFORMATION & REPORTS (See Section A)

RECESS FOR CLOSED SESSION TO DISCUSS THE FOLLOWING:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator (Government Code Section 54957.6); 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. Monique Quintana vs. Fresno Unified School District, Fresno Superior Court No. 23CECG00726, Claim No. GL21-0205-8810
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
    a. Potential Case (one)

Page

A. RECEIVE INFORMATION & REPORTS

1. RECEIVE the Fresno Unified School District Second Quarter Investment Report for Fiscal Year 2024/25 — 12

Receive Second Quarter Investment Report for 2024-25.docx

Included in the Board material is the Fresno Unified School District Second Quarter Investment Report for Fiscal Year 2024/25. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of December 31, 2024, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

***6:45 P.M., RECONVENE and report action taken during Closed Session, if any**

B. CONFERENCE/DISCUSSION AGENDA

1. *6:50 P.M. — 13 - 40

PRESENT and DISCUSS the Local Control and Accountability Plan Mid-Year Report

Present and Discuss Local Control and Accountability Plan Mid-Year Report.docx

Present and Discuss Local Control and Accountability Plan Mid-Year Report-BACKUP.pdf

Included in the Board material is the Local Control and Accountability Plan (LCAP) Mid-Year Report. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

2. *7:10 P.M. 41 - 51

OPPORTUNITY for Public Disclosure and RATIFICATION of the 2024-2027 Negotiated Collective Bargaining Agreement between Fresno Unified School District and California School Employees Association, Chapter 125

Opportunity for Public Disclosure and Ratification of 2024-2027 Negotiated Collective Bargaining Agreement between FUSD and CSEA125.docx

Opportunity for Public Disclosure and Ratification of the 2024-2027 Negotiated Collective Bargaining Agreement between FUSD and CSEA125-BACKUP.pdf

Included in the Board material is a copy of the Tentative Agreement between Fresno Unified School District and California School Employees Association, Chapter 125. In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with an exclusive representative. The Interim Superintendent **recommends ratification**. Fiscal impact: The estimated cost is included in the Disclosure Agreement. Contact person: David Chavez, telephone (559) 457-3713.

3. *7:30 P.M. 52 - 66

PRESENT and DISCUSS Revised Draft Interim Goals and Guardrails

Present and Discuss Revised Draft Interim Goals and Guardrails.docx

Present and Discuss Revised Draft Interim Goals and Guardrails-BACKUP.pdf

Included in the Board material is a presentation of the revised Draft Interim Goals and Guardrails. Interim Superintendent Her will provide an overview of the revised Draft Interim Goals and Guardrails in alignment with the goals and guardrails adopted by the Board January 22, 2025. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

4. 7:50 P.M. 67 - 71

DISCUSS and ADOPT District Guardrails

Discuss and Adopt District Guardrails.docx

Discuss and Adopt District Guardrail-BACKUP.pdf

Included in the Board material are Guardrails adopted January 22, 2025. The Interim Superintendent will present the Guardrails for further discussion and potential revision. The Interim Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

C. CONSENT AGENDA

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 items will be considered following approval of the Consent Agenda.

OPPORTUNITY FOR PUBLIC COMMENT ON CONSENT AGENDA

1. APPROVE Personnel List 72 - 75

Approve Personnel List

Approve Personnel List-BACKUP.pdf

Included in the Board material 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 (559) 457-3713.

2. APPROVE Meeting Minutes 76 - 89

Approve Meeting Minutes.pdf

Approve Meeting Minutes-BACKUP.pdf

Included in the Board material are the draft minutes for the Board workshop held February 05, 2025, and the regular meeting of the Board held February 12, 2025. 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 (559) 457-3884.

3. ADOPT Findings of Fact and Recommendations of District Administrative Board

The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the regular meeting of the Board held February 12, 2025. 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 (559) 457-3750.

4. ADOPT Provisional Internship Permits 90

Adopt Provisional Internship Permits

Included in the Board material are Provisional Internship Permit recommendations to rehire or hire upon Board approval. The Interim Superintendent **recommends approval**. Fiscal Impact: There is no fiscal impact on the district at this time. Contact person: Annarita Howell, telephone (559)457-3713.

5. APPROVE Agreement with BMI Dependent Verification Audit 91 - 114

Approve Agreement with BMI Dependent Verification Audit.docx

Approve Agreement with BMI Dependent Verification Audit-BACKUP.pdf

Included in the Board material is an agreement with BMI to provide dependent eligibility review services related to the district's health plan. The agreement is from February 01, 2025, to June 30, 2026, with an estimated audit fee of $156,250. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $156,250 are available in the Internal Health Service Fund budget. Contact person: Patrick Jensen, telephone 457-6226.

6. APPROVE Agreements with City of Fresno, Saroyan Theatre 115 - 135

Approve Agreements with City of Fresno, Saroyan Theatre.docx

Approve Agreements with City of Fresno, Saroyan Theatre-BACKUP.pdf

Included in the Board material are agreements with the City of Fresno, Saroyan Theatre to host the Class of 2025 graduation ceremonies and associated practices. Patiño School of Entrepreneurship, Fresno Adult High School, and DeWolf High School will host their practice and graduation ceremonies at the Saroyan

Theatre. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $17,988 are available in the Student Engagement budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

7. APPROVE Agreements with Save Mart Center at Fresno State 136 - 149

Approve Agreements with Save Mart Center at Fresno State.docx

Approve Agreements with Save Mart Center at Fresno State-BACKUP.pdf

Included in the Board material are agreements with the Save Mart Center at Fresno State to host the Class of 2025 graduation ceremonies and associated practices. Roosevelt, Edison, Fresno, Bullard, Hoover, Sunnyside, and Farber Educational Center High School will utilize this venue for their ceremonies. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $224,000 are available in the Student Engagement Budget. Contact person: Carlos Castillo, Ed.D., telephone: (559) 457-3750.

8. APPROVE Grant Agreement with Self Help Enterprises 150 - 243

Approve Grant Agreement from Self Help Enterprises.docx

Approve Grant Agreement from Self Help Enterprises-BACKUP.pdf

Included in the Board material is the grant agreement from Self Help Enterprises for the Drinking Water for Schools Grant Program. Self Help Enterprises is the primary grantee and administrator of the program funded by the California State Water Resources Control Board. Self Help has sub-awarded $50,040 to Fresno Unified for the replacement of three drinking fountains with new drinking fountain bottle filling stations at Sunset Elementary. The Interim Superintendent **recommends approval**. Fiscal impact: Self Help Enterprises has sub-awarded $50,040 to the district. Contact person: Paul Idsvoog, telephone (559) 457-3134.

9. RATIFY Agreement with McPherson & Jacobson, LLC to Conduct Superintendent Search 244 - 252

Ratify Agreement with McPherson & Jacobson LLC to Conduct Superintendent Search.docx

Ratify Agreement with McPherson & Jacobson, LLC to Conduct Superintendent Search-BACKUP.pdf

Included in the Board material is information to ratify an agreement with McPherson & Jacobson, LLC to complete a national

Superintendent search. On February 12, 2025, the Board approved Request for Qualifications (RFQ) 25-18 and listened to the presentation provided by Mcpherson & Jacobson, LLC.

McPherson & Jacobson, LLC will conduct the search as delineated in their response to RFQ 25-18, Superintendent Search Firm, and began preliminary work on February 14, 2025. The Board President **recommends ratification**. Fiscal impact: Sufficient funds in the amount of $34,500 are available in the General Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

10. RATIFY Retiree Contracts for Patricia Atitya and Alicia Abrego 253 - 261

Ratify Retiree Contracts for Patricia Atitya and Alicia Abrego

Ratify Retiree Contracts for Patricia Atitya and Alicia Abrego-BACKUP.pdf

Included in the Board material are two Registered Nurse retiree contracts for Patricia Atitya and Alicia Abrego. Both Ms. Atitya and Ms. Abrego continue to support the Health Services Department with California state-mandated vision and hearing screenings and Individualized Education Plans. Ms. Atitya and Ms. Abrego have been supporting the Health Services Department since August 14, 2024, to mitigate the impact of the staffing shortage and the volume of California state-mandated vision, hearing screenings, and Individualized Education Plans. The Interim Superintendent **recommends ratification.** Fiscal impact: Sufficient funds in the amount of $30,000 are available in the Health Services Department budget. Contact person: Carlos Castillo, Ed.D., telephone: (559) 457-3750.

11. RATIFY Memorandum of Understanding with the Orange County Superintendent of Schools 262 - 282

Ratify Memorandum of Understanding with the Orange County Superintendent of Schools.docx

Ratify Memorandum of Understanding with the Orange County Superintendent of Schools-BACKUP.pdf

Included in the Board material is a Memorandum of Understanding between Fresno Unified School District and the Orange County Superintendent of Schools. The agreement will allow Fresno Unified School District teachers to attend the Hmong History and Cultural Studies Model Curriculum Conference held on Friday, May 02, and Saturday, May 03, 2025, at the Piccadilly Inn in Fresno. The agreement will cover substitute teacher costs and stipend costs for teachers who attend the conference. The purpose of the conference is to assist

educators in teaching about the diaspora, histories, cultures, and traditions of Hmong peoples as part of Education Finance Bill AB 167. The Interim Superintendent **recommends ratification**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos, Ed.D., telephone (559) 457-3750.

12. RATIFY Change Orders 283 - 344

Ratify Change Orders.docx

Ratify Change Orders-BACKUP.pdf

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

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing. Change Order 5 (CTE Building) presented for ratification: $153,296.

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing. Change Order 8 (MPB) presented for ratification: $71,359.

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization. Change Order 2 (Admin Bldg. and West Hall) presented for ratification: $-976,390. Change Order 2 (Library) presented for ratification: $182,859. Change Order 2 (Theater) presented for ratification: $72,426.

Bid 24-44, Edison High School South Administration Building Remodel. Change Order 1 presented for ratification: $27,714.

Bid 24-45, Kratt Elementary School Portables Installation and Single Point of Entry. Change Order 1 presented for ratification: $113,949.

Bid 24-58 Section A, Trane Sentry Air Purifiers Installation at Various Sites. Change Order 1 presented for ratification (days only): $0.

Bid 24-58 Section B, Trane Sentry Air Purifiers Installation at Various Sites. Change Order 1 presented for ratification (days only):

$0.

Bid 24-83, Figarden Elementary School Confidential Space Installation. Change Order 1 presented for ratification: $27,446.

Bid 24-97, Tehipite Middle School FUSD Technology Hub. Change Order 4 presented for ratification: $58,691.

The Interim Superintendent **recommends ratification**. Fiscal impact: $437,759 will be credited to the Measure M Fund for Bids 23-02, 23-23, 24-35 and 24-97, sufficient funds in the amount of $55,160 are available in the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 24-44 and 24-83, and sufficient funds in the amount of $113,949 are available in the Measure M Fund and Elementary and Secondary School Emergency Relief III Federal Fund for Bid 24-45. Contact person: Paul Idsvoog, telephone (559) 457-3134.

13. RATIFY the Filing of Notices of Completion 345 - 356

Ratify Filing of Notices of Completion.docx

Ratify Filing of Notices of Completion-BACKUP.pdf

Included in the Board material are Notices of Completion for projects which have been completed according to plans and specifications as follows:

Bid 24-31, Bullard High School Gyms HVAC Improvement Project.

Bid 24-44, Edison High School South Administration Building Remodel.

Bid 24-45, Kratt Elementary School Portables Installation and Single Point of Entry.

Bid 24-58, Section A, Trane Sentry Air Purifiers Installation at Various Sites.

Bid 24-58, Section B, Trane Sentry Air Purifiers Installation at Various Sites.

Bid 24-83, Figarden Elementary School Confidential Space Installation.

The Interim Superintendent **recommends ratification**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

Board members will have an opportunity to reflect on the Board Shared Agreements.

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

WEDNESDAY, MARCH 12, 2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: RECEIVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: The Fresno Unified School District Second Quarter Investment Report for Fiscal Year 2024/25

ITEM DESCRIPTION: Included in the Board materials is the second quarterly investment report for the period ending December 31, 2024. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of December 31, 2024, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	$1,061,507,260
Investment with Trustees	$85,763,521*

*This amount represents escrow funds held by trustees at U.S. Bank. These funds are invested in U.S. Treasury Bills and Notes, which are backed by the U.S. Federal Government.

In accordance with law and administrative regulations, this investment report also certifies that the Fresno Unified School District has sufficient cash on hand to meet the district's cash requirements for the next six months.

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

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: The Local Control and Accountability Plan (LCAP) Mid-Year Report

ITEM DESCRIPTION: Included in the Board materials for presentation and discussion is the LCAP Mid-Year Report

In accordance with Education Code 52062, school districts are required to present a report on the annual update to the Local Control and Accountability Plan (LCAP) and the Local Control Funding Formula (LCFF) budget overview for parents on or before February 28 of each year at a regularly scheduled meeting. The report shall include all available outcome data related to the metrics identified in the current year LCAP and all expenditure data by action.

The Office of State and Federal Programs collaborated with the Department of Analysis, Measurement, and Accountability and Fiscal Services to provide:

- All available mid-year outcome data related to metrics identified in the current LCAP; and,
- All available mid-year expenditure and implementation data on all actions identified in the current LCAP.

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

PREPARED BY: Ashlee Chiarito, Ed.D.

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen



Fresno Unified School District



LCAP Mid-Year Update

February 26, 2025

WHAT WE WILL COVER

- LCAP Timeline
- What's New in the LCAP
- Mid-year Metric And Expenditure Implementation Data
- LCAP Documents and Resources
- Next Steps



LCAP PLANNING AND ENGAGEMENT TIMELINE

Key Point:

The final authority for all budget decisions at Fresno Unified School District is the Board of Education



- Plan for Engagement

- Connect with Community
- 45+ Separate Opportunities

- Analyze Community Engagement Data
- LCAP Mid-Year Update and Community Input Presented to the Board of Education
- FUSD writes the LCAP Draft

- Receive Input on the Draft
- Revise and Update Draft

- Feedback from PAC and DELAC
- LCAP Public hearing
- Board of Education approves LCAP and Budget

"By presenting your input in a way that harmonizes with the structure of the LCAP, you make it easier for the school district to turn your priorities into plans and actions"

-California State PTA

Fresno Unified School District

Achieving our Greatest Potential!

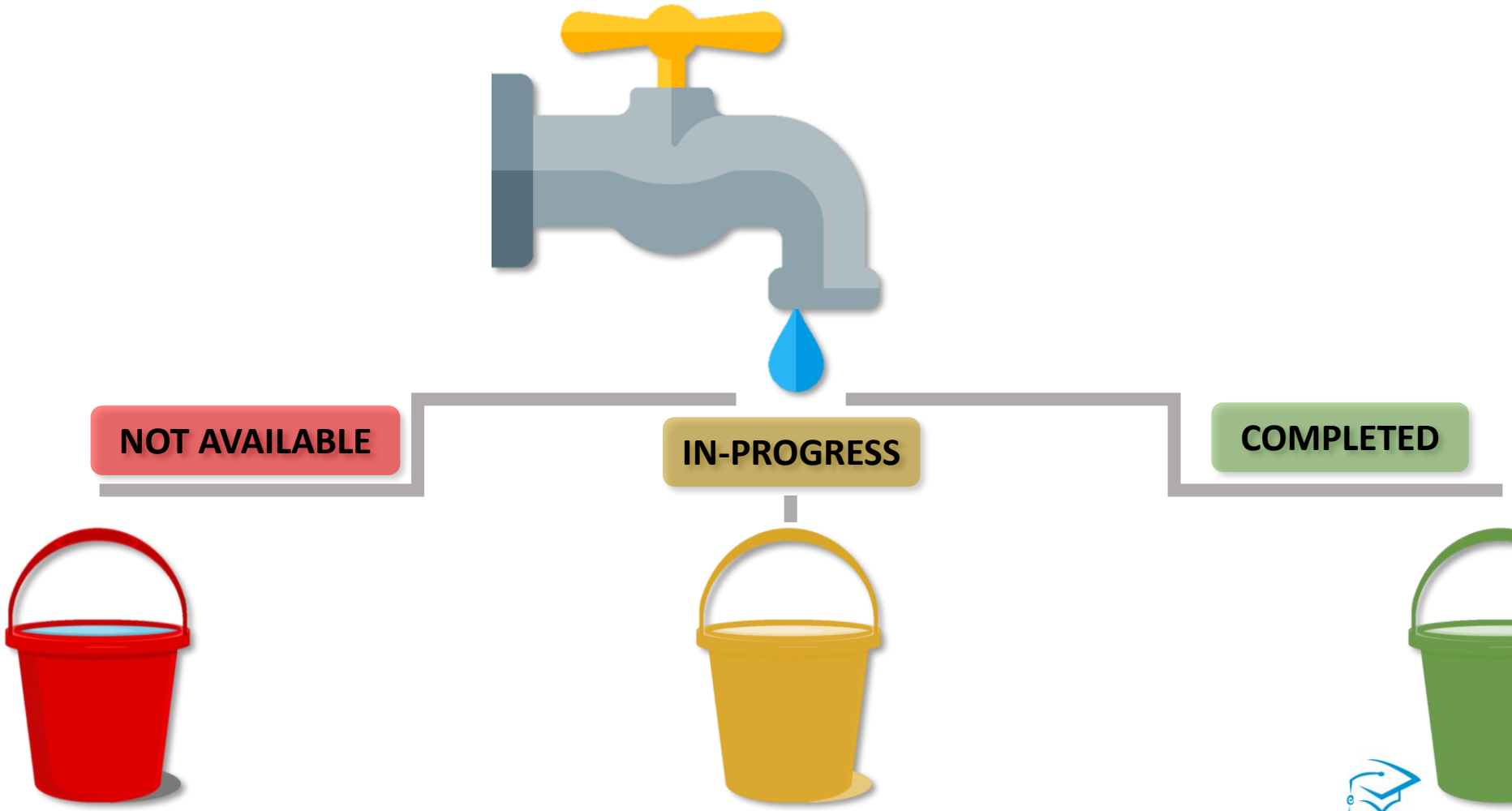
PURPOSE OF MID-YEAR REPORT

- **Senate Bill 114 (2023)** added a requirement for LEAs to present a report on the annual update to the Local Control and Accountability Plan (LCAP) and Budget Overview for Parents (BOP) on or before February 28 each year at a regularly scheduled meeting of the governing board or body of the LEA

- **The report must include the following:**
  - All available midyear outcome data related to metrics identified in the current LCAP; and,
  - All available midyear expenditure and implementation data on all actions identified in the current LCAP



MID-YEAR METRIC IMPLEMENTATION DATA



MID-YEAR IMPLEMENTATION DATA

LCAP INDICATOR	GOAL	STUDENT GROUP	BASELINE	YEAR 1 OUTCOME	DESIRED OUTCOME	STATUS
California Science Test	1	All Students	16.0%	16.8%	21.1%	**Completed**
Distance from Standard on CAASPP – English Language Arts	1	All Students	-49.8	-47.1	-4.8	**Completed**
Distance from Standard ON CAASPP - Math	1	All Students	-80.6	-75.8	35.6	**Completed**
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	All Students	55.6%	55.9%	70.6%	**Completed**
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	All Students	28.0%	28.5%	43.0%	**Completed**
TK FSA - Mathematics Mastery	1	All Students	32.4%	1.2%	42.4%	**Completed**
TK FSA - Social and Emotional Development Mastery	1	All Students	43.8%	8.6%	53.8%	**Completed**
A-G Completion Rates	2	All Students	51.0%	53.4%	57.0%	**Completed**
Percent of Seniors who are "Prepared "on the College & Career Indicator	2	All Students	40.2%	43.1%	46.2%	**Completed**
Student Graduation Rate	2	All Students	85.8%	86.2%	88.8%	**Completed**
Student High School Dropout Rate	2	All Students	8.2%	11.8%	6.8%	**Completed**
Student Chronic Absenteeism rate	3	All Students	34.7%	30.3%	25.7%	**Completed**
Student Expulsion Rate	3	All Students	0.24%	0.13%	<1%	**Completed**
Suspension Rate	3	All Students	7.3%	6.6%	6.4%	**Completed**

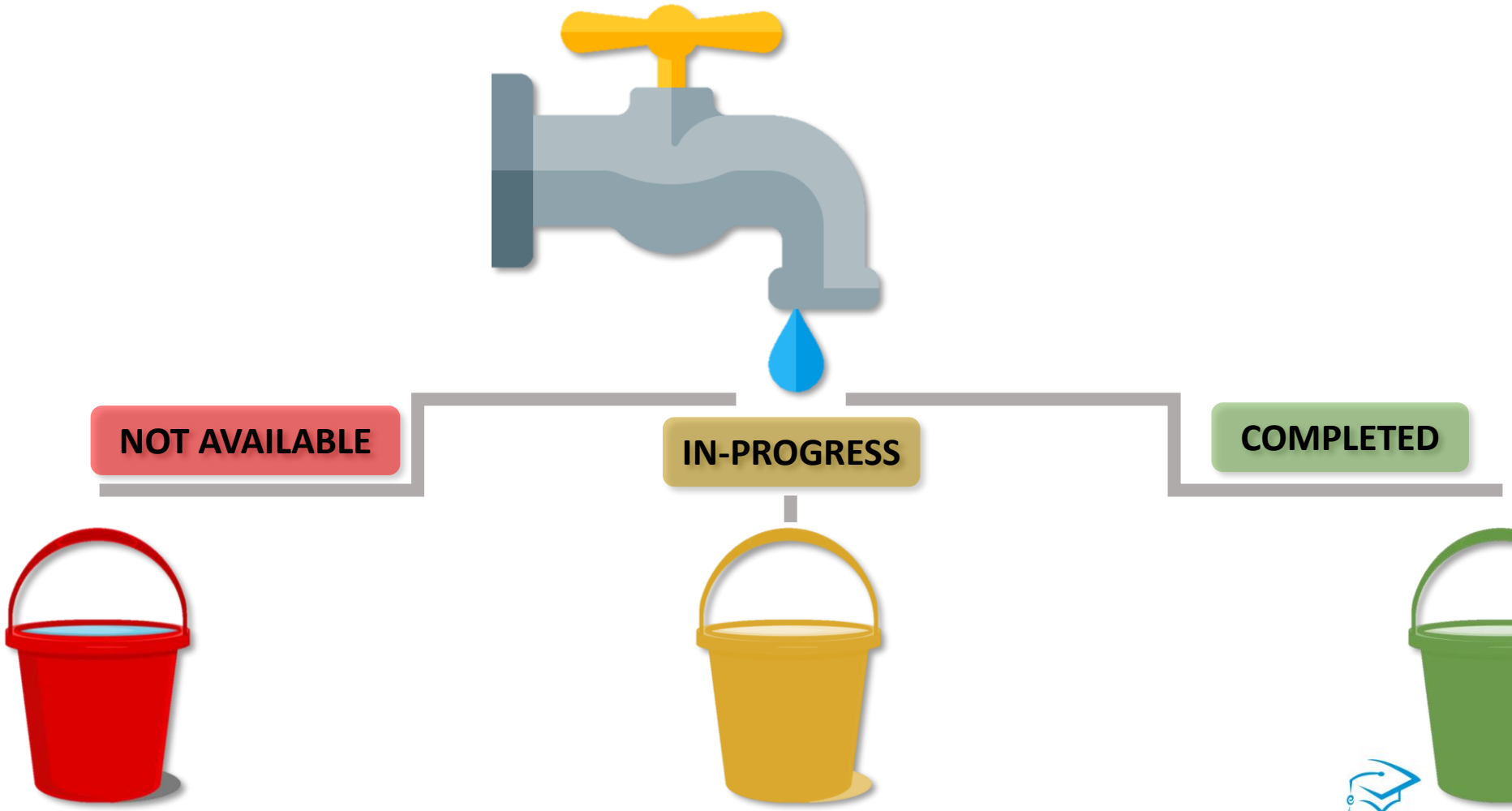
MID-YEAR IMPLEMENTATION DATA (Continued)

LCAP INDICATOR	GOAL	STUDENT GROUP	BASELINE	YEAR 1 OUTCOME	DESIRED OUTCOME	STATUS
FIT	3	All Schools	100%	TBD	100%	In-Progress
Student Engagement	3	All Students	47.5%	TBD	62.5%	In-Progress
Student Attendance Rate	3	All Students	90.1%	TBD	91.6%	In-Progress
i-Ready ELA D2 (On Level)	1	All Students	31.6%	TBD	41.6%	In-Progress
i-Ready ELA D2 (Stretch)	1	All Students	45.2%	TBD	60.2%	In-Progress
i-Ready Math D2 (On Level)	1	All Students	21.2%	TBD	31.2%	In-Progress
i-Ready Math D2 (Stretch)	1	All Students	45.9%	TBD	60.9%	In-Progress
Survey, School Environment (Safety)	5	All Students	72.7%	TBD	75.0%	In-Progress
Survey, Student Engagement (Connection)	5	All Students	80.4%	TBD	85.0%	In-Progress

MID-YEAR IMPLEMENTATION DATA (Continued)

LCAP INDICATOR	GOAL	STUDENT GROUP	BASELINE	YEAR 1 OUTCOME	DESIRED OUTCOME	STATUS
Access to Instructional Materials	1	All Students	100%	TBD	100%	In-Progress
Broad Course of Study	2	All Students	100%	TBD	100%	In-Progress
Appropriately Assigned	4	All Schools	93.9%	TBD	99.5%	In-Progress
Misassignments	4	All Schools	0.057%	TBD	<1%	In-Progress
Vacancies	4	All Schools	1.046%	TBD	<1%	In-Progress
Parental Involvement and Engagement	5	All Schools	Level 4	TBD	Level 5	In-Progress

MID-YEAR EXPENDITURE DATA



MID-YEAR EXPENDITURE DATA

GOAL #	GOAL DESCRIPTION	ADOPTED BUDGET	BUDGET 1st INTERIM	STATUS
1	Improve academic performance at challenging levels	$ 1,116,596,127	$ 1,107,285,572	In-Progress
2	Expand student-centered and real-world learning experiences	$ 52,815,469	$ 45,592,010	In-Progress
3	Increase student engagement in their school and community	$ 110,185,033	$ 100,489,320	In-Progress
4	Increase recruitment and retention of staff reflecting the diversity of our community	$ 13,838,430	$ 14,963,225	In-Progress
5	Increase inclusive opportunities for families to engage in their students' education	$ 6,069,807	$ 5,786,556	In-Progress
6	Contributes to all Fresno Unified School District Goals	$ 357,214,250	$ 447,872,713	In-Progress
7	Equity Multiplier – English Language Arts	$ 2,401,298	$ 910,634	In-Progress
8	Equity Multiplier – Math	$ 1,384,615	$ 917,962	In-Progress
9	Equity Multiplier – English Learner Progress Indicator	$ 70,000	-	In-Progress
10	Equity Multiplier – Chronic Absenteeism	$ 423,004	151,839	In-Progress
11	Equity Multiplier – Graduation Rate/Career and College Readiness	$ 3,824,796	160,735	In-Progress
12	Equity Multiplier – Suspension	$ 3,211,324	1,978,548	In-Progress

LCAP DOCUMENTS AND RESOURCES

Want additional information?

- **A complete copy of the approved 2024/25 LCAP**
- **ThoughtExchange LCAP Survey Reports**
- **LCAP Community Meeting Presentations**
- **2024/25 LCAP Parent and Educational Partner Guide**
- **Prior Year LCAP's**

To view all documents please visit:

https://stafed.fresnounified.org/lcap/



NEXT STEPS

- Draft LCAP
- Governor's May Revise
- Education Partner Input on the draft LCAP
- LCAP Public Hearing
- LCAP Adoption



LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
California Science Test	1	All Students	16.0%	16.8%	21.1%	Completed
California Science Test	1	English Learner	1.6%	1.7%	16.6%	Completed
California Science Test	1	Foster Youth	5.3%	6.7%	20.3%	Completed
California Science Test	1	Long Term English Learner	0.7%	0.7%	15.7%	Completed
California Science Test	1	Low-income	13.3%	14.4%	28.3%	Completed
Distance from Standard on CAASPP - English Language Arts	1	All Students	-49.8	-47.1	-4.8	Completed
Distance from Standard on CAASPP - English Language Arts	1	English Learner	-86.6	-82.1	-41.6	Completed
Distance from Standard on CAASPP - English Language Arts	1	Foster Youth	-93.0	-89.3	-48.0	Completed
Distance from Standard on CAASPP - English Language Arts	1	Homeless	-126.3	-107.1	-81.3	Completed
Distance from Standard on CAASPP - English Language Arts	1	Low-income	-57.8	-54.9	-12.8	Completed
Distance from Standard on CAASPP - English Language Arts	1	Students with Disabilities	-123.8	-123.1	-78.8	Completed
Distance from Standard on CAASPP - Math	1	All Students	-80.6	-75.8	35.6	Completed

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
Distance from Standard on CAASPP - Math	1	English Learner	-105.6	-99.8	-60.6	Completed
Distance from Standard on CAASPP - Math	1	Foster Youth	-116.8	-119.2	-71.8	Completed
Distance from Standard on CAASPP - Math	1	Homeless	-158.2	-137.7	-113.2	Completed
Distance from Standard on CAASPP - Math	1	Low-income	-87.8	-82.7	-42.8	Completed
Distance from Standard on CAASPP - Math	1	Students with Disabilities	-148.6	-141.7	-103.6	Completed
Percent of current English Learner students making progress towards English language proficiency or maintaining the highest level - ELPI	1	English Learner	46.8%	40.2%	52.8%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	All Students	55.6%	55.9%	70.6%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	English Learner	7.5%	7.3%	22.5%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	Foster Youth	22.5%	25.3%	37.5%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	Long Term English Learner	7.1%	8.8%	22.1%	Completed

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - ELA	1	Low-income	45.8%	46.9%	60.8%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	All Students	28.0%	28.5%	43.0%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	English Learner	2.5%	3.1%	17.5%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	Foster Youth	3.9%	6.0%	18.9%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	Long Term English Learner	0.8%	1.8%	15.8%	Completed
Rate of juniors scoring ready (score of 4) or conditionally ready (score of 3) on the Early Assessment Program on SBAC - Math	1	Low-income	17.0%	18.2%	32.0%	Completed
TK FSA - Mathematics Mastery	1	All Students	32.4%	1.2%	42.4%	Completed
TK FSA - Mathematics Mastery	1	Foster Youth	18.2%	0.0%	28.2%	Completed
TK FSA - Mathematics Mastery	1	Low-income	28.8%	0.7%	38.8%	Completed
TK FSA - Social and Emotional Development Mastery	1	All Students	43.8%	8.6%	53.8%	Completed

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
TK FSA - Social and Emotional Development Mastery	1	Foster Youth	18.2%	9.1%	28.2%	Completed
TK FSA - Social and Emotional Development Mastery	1	Low-income	41.5%	7.6%	51.5%	Completed
A-G Completion Rates	2	All Students	51.0%	53.4%	57.0%	Completed
A-G Completion Rates	2	English Learner	32.3%	33.7%	38.3%	Completed
A-G Completion Rates	2	Foster Youth	34.5%	37.7%	40.5%	Completed
A-G Completion Rates	2	Low-income	48.4%	51.2%	54.4%	Completed
A-G Completion Rates	2	Low-income & African American	37.5%	42.6%	43.5%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	All Students	40.2%	43.1%	46.2%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	English Learner	21.3%	17.6%	27.3%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	Foster Youth	17.3%	17.0%	23.3%	Completed
Percent of Seniors who are "Prepared"on the College & Career Indicator	2	Low-income	38.0%	41.0%	44.0%	Completed
Student Graduation Rate	2	All Students	85.8%	86.2%	88.8%	Completed

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
Student Graduation Rate	2	English Learner	78.0%	75.2%	81.0%	Completed
Student Graduation Rate	2	Foster Youth	61.2%	70.9%	76.2%	Completed
Student Graduation Rate	2	Foster Youth & African American	60.0%	63.6%	75.0%	Completed
Student Graduation Rate	2	Low-income	85.1%	85.7%	88.1%	Completed
Student Graduation Rate	2	Low-income & African American	80.5%	79.8%	83.5%	Completed
Student Graduation Rate	2	Students with Disabilities	67.3%	67.9%	82.3%	Completed
Student Graduation Rate	2	Foster Youth & African American	60.0%	63.6%	75.0%	Completed
Student Graduation Rate	2	Long Term English Learner	82.7%	79.1%	85.7%	Completed
Student High School Dropout Rate	2	All Students	8.2%	11.8%	6.8%	Completed
Student High School Dropout Rate	2	English Learner	12.8%	22.7%	11.3%	Completed
Student High School Dropout Rate	2	Foster Youth	25.0%	26.3%	23.5%	Completed
Student High School Dropout Rate	2	Low-income	8.5%	12.1%	7.0%	Completed

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
Student Chronic Absenteeism rate	3	All Students	34.7%	30.3%	25.7%	Completed
Student Chronic Absenteeism rate	3	English Learner	27.2%	23.1%	18.2%	Completed
Student Chronic Absenteeism rate	3	Foster Youth	35.0%	37.8%	29.0%	Completed
Student Chronic Absenteeism rate	3	Foster Youth & African American	34.2%	37.8%	25.2%	Completed
Student Chronic Absenteeism rate	3	Homeless	74.9%	74.2%	35.9%	Completed
Student Chronic Absenteeism rate	3	Low-income	36.5%	32.1%	27.5%	Completed
Student Chronic Absenteeism rate	3	Low-income & African American	46.3%	43.0%	37.3%	Completed
Student Chronic Absenteeism rate	3	Students with Disabilities	42.4%	37.1%	33.4%	Completed
Student Expulsion Rate	3	All Students	0.24%	0.13%	<1%	Completed
Student Expulsion Rate	3	English Learner	0.18%	0.10%	<1%	Completed
Student Expulsion Rate	3	Foster Youth	0.52%	0.51%	<1%	Completed
Student Expulsion Rate	3	Low-income	0.26%	0.14%	<1%	Completed

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
Student Expulsion Rate	3	Low-income & African American	0.64%	0.41%	<1%	Completed
Suspension Rate	3	All Students	7.3%	6.6%	6.4%	Completed
Suspension Rate	3	English Learner	5.1%	4.9%	4.2%	Completed
Suspension Rate	3	Foster Youth	21.5%	22.1%	18.0%	Completed
Suspension Rate	3	Foster Youth & African American	31.4%	33.8%	27.5%	Completed
Suspension Rate	3	Homeless	15.8%	14.7%	12.2%	Completed
Suspension Rate	3	Low-income	7.8%	7.0%	6.9%	Completed
Suspension Rate	3	Low-income & African American	17.3%	17.1%	12.8%	Completed
Suspension Rate	3	Students with Disabilities	10.6%	9.8%	9.7%	Completed
Rate of graduates who completed a CTE capstone sequence	2	All Students	32.7%	35.6%	38.7%	Completed
Rate of graduates who completed a CTE capstone sequence	2	English Learner	20.4%	13.1%	26.4%	Completed
Rate of graduates who completed a CTE capstone sequence	2	Foster Youth	29.4%	15.4%	35.4%	Completed

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
Rate of graduates who completed a CTE capstone sequence	2	Low-income	32.0%	34.9%	38.0%	Completed
Implementation of standards for all students and enable Els access to CCSS and ELD standards	1	English Learner	Level 4	TBD	Level 4	In-Progress
Local English Language Arts (iReady) On or above grade level	1	All Students	31.6%	TBD	41.6%	In-Progress
Local English Language Arts (iReady) On or above grade level	1	English Learner	13.7%	TBD	23.7%	In-Progress
Local English Language Arts (iReady) On or above grade level	1	Foster Youth	20.9%	TBD	30.9%	In-Progress
Local English Language Arts (iReady) On or above grade level	1	Low-income	28.8%	TBD	38.8%	In-Progress
Local English Language Arts (iReady) Progress	1	All Students	45.2%	TBD	60.2%	In-Progress
Local English Language Arts (iReady) Progress	1	English Learner	41.5%	TBD	56.5%	In-Progress
Local English Language Arts (iReady) Progress	1	Foster Youth	41.9%	TBD	56.9%	In-Progress
Local English Language Arts (iReady) Progress	1	Low-income	45.0%	TBD	60.0%	In-Progress
Local Math (iReady) On or above grade level	1	All Students Students	21.2%	TBD	31.2%	In-Progress
Local Math (iReady) On or above grade level	1	English Learner	9.3%	TBD	19.3%	In-Progress
Local Math (iReady) On or above grade level	1	Foster Youth	10.1%	TBD	20.1%	In-Progress
Local Math (iReady) On or above grade level	1	Low-income	18.8%	TBD	28.8%	In-Progress
Local Math (iReady) Progress	1	All Students	45.9%	TBD	60.9%	In-Progress
Local Math (iReady) Progress	1	English Learner	47.2%	TBD	62.2%	In-Progress
Local Math (iReady) Progress	1	Foster Youth	40.9%	TBD	55.9%	In-Progress
Local Math (iReady) Progress	1	Low-income	46.0%	TBD	61.0%	In-Progress
Percent of students having access to instructional materials	1	All Students Students	100.0%	TBD	100.0%	In-Progress
TK FSA - Language and Literacy Mastery	1	All Students Students	25.9%	TBD	35.9%	In-Progress
TK FSA - Language and Literacy Mastery	1	English Learner	13.7%	TBD	23.7%	In-Progress
TK FSA - Language and Literacy Mastery	1	Foster Youth	8.3%	TBD	18.3%	In-Progress
TK FSA - Language and Literacy Mastery	1	Low-income	22.5%	TBD	32.5%	In-Progress
TK FSA - Mathematics Mastery	1	English Learner	19.3%	TBD	29.3%	In-Progress

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
TK FSA - Social and Emotional Development Mastery	1	English Learner	37.8%	TBD	47.8%	In-Progress
Broad Course of Study	2	All Students Students	100.0%	TBD	100.0%	In-Progress
Rate of students who have completed both A-G requirements and completed CTE capstone courses	2	All Students Students	19.1%	TBD	24.1%	In-Progress
Rate of students who have completed both A-G requirements and completed CTE capstone courses	2	English Learner	10.5%	TBD	16.5%	In-Progress
Rate of students who have completed both A-G requirements and completed CTE capstone courses	2	Foster Youth	7.1%	TBD	13.1%	In-Progress
Rate of students who have completed both A-G requirements and completed CTE capstone courses	2	Low-income	18.3%	TBD	24.3%	In-Progress
Rate of students who passed Advanced Placement exams with a score of 3 or higher	2	All Students Students	37.9%	TBD	43.9%	In-Progress
Rate of students who passed Advanced Placement exams with a score of 3 or higher	2	English Learner	35.2%	TBD	41.2%	In-Progress
Rate of students who passed Advanced Placement exams with a score of 3 or higher	2	Foster Youth	50.0%	TBD	56.0%	In-Progress
Rate of students who passed Advanced Placement exams with a score of 3 or higher	2	Low-income	34.3%	TBD	40.3%	In-Progress
Student middle school dropout rate	2	All Students	0.65%	TBD	<1%	In-Progress
Student middle school dropout rate	2	English Learner	0.42%	TBD	<1%	In-Progress
Student middle school dropout rate	2	Foster Youth	0.61%	TBD	<1%	In-Progress
Student middle school dropout rate	2	Low-income	0.65%	TBD	<1%	In-Progress
Facilities are properly maintained	3	All Students Students	100.0%	TBD	100.0%	In-Progress
Percent of students who have participated in at least one arts, activities, or athletics event - Broad Course of Study	3	All Students	47.5%	TBD	62.5%	In-Progress

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
Percent of students who have participated in at least one arts, activities, or athletics event - Broad Course of Study	3	English Learner	37.3%	TBD	52.3%	In-Progress
Percent of students who have participated in at least one arts, activities, or athletics event - Broad Course of Study	3	Foster Youth	45.0%	TBD	60.0%	In-Progress
Percent of students who have participated in at least one arts, activities, or athletics event - Broad Course of Study	3	Low-income	46.5%	TBD	61.5%	In-Progress
Rate of parents, students and staff report of positive sense of safety and connectedness (Connection)	3	All Students	80.4%	TBD	Students: 85.0%	In-Progress
Rate of parents, students and staff report of positive sense of safety and connectedness (Connection)	3	All Students	92.5%	TBD	Staff: 95.0%	In-Progress
Rate of parents, students and staff report of positive sense of safety and connectedness (Connection)	3	All Students	90.3%	TBD	Family: 95.0%	In-Progress
Rate of parents, students and staff report of positive sense of safety and connectedness (Safety)	3	All Students	72.7%	TBD	Students: 75.0%	In-Progress
Rate of parents, students and staff report of positive sense of safety and connectedness (Safety)	3	All Students	89.3%	TBD	Staff: 95.0%	In-Progress
Rate of parents, students and staff report of positive sense of safety and connectedness (Safety)	3	All Students	91.7%	TBD	Family: 95.0%	In-Progress
Student attendance rate	3	All Students	90.1%	TBD	91.6%	In-Progress
Student attendance rate	3	English Learner	91.6%	TBD	93.1%	In-Progress
Student attendance rate	3	Foster Youth	89.5%	TBD	91.0%	In-Progress
Student attendance rate	3	Low-income	89.9%	TBD	91.4%	In-Progress

LCAP Mid-Year Report - Available Student Outcome Data						
LCAP Indicator	Goal	Student Group	Baseline	Year 1 Outcome	Desired Outcome	Status
Rate of teacher vacancies	4	All Students Students	1.05%	TBD	<1%	In-Progress
Rate of teachers appropriately credentialed in the area taught	4	All Students Students	93.9%	TBD	99.5%	In-Progress
Rate of teacher's misassigned	4	All Students	0.06%	TBD	<1%	In-Progress
Seek parent input & promote parental participation in programs for low-income, foster youth, and English learner students and students with exceptional needs	5	All Students	Level 4	TBD	Level 5	In-Progress
Baseline - Most recent data that was available during the LCAP adoption, which includes data reporting years of 2022/23 and 2023/24.						
Year 1 Outcome - Most recent data that is available during this school year, which includes data reporting years of 2023/24 and 2024/25.						
Desired Outcome - Target outcome for the metrics FUSD expects to achieve by the the 2026/27 school year.						

2024/25 LCAP Mid-Year Report Adopted Budget vs 1st Interim

Goal	Action Number	Action Description	Adopted Budget	1st Interim	$ Diff	% Diff	Status
1	1.01	Designated School Investment	27,542,708	26,962,750	(579,958)	-2.1%	In-Progress
1	1.02	Additional Teacher Supply Funds	2,048,497	2,140,158	91,661	4.5%	In-Progress
1	1.03	Middle & High School Redesign	20,616,498	19,365,877	(1,250,621)	-6.1%	In-Progress
1	1.04	Eliminate Elementary Combination Classes	11,707,221	6,809,341	(4,897,880)	-41.8%	In-Progress
1	1.05	Instructional Supports and Instructional Coaches	33,279,058	29,400,181	(3,878,877)	-11.7%	In-Progress
1	1.06	Additional Teachers Above Base Staffing	29,369,048	33,640,009	4,270,961	14.5%	In-Progress
1	1.07	Additional School Site Administration above Base	10,495,406	10,237,643	(257,763)	-2.5%	In-Progress
1	1.08	African American Academic Acceleration	6,085,633	5,637,421	(448,212)	-7.4%	In-Progress
1	1.09	Early Childhood Education Developmental and Educational Supports	18,978,160	18,773,918	(204,242)	-1.1%	In-Progress
1	1.10	Additional Supports for Libraries	1,276,250	1,284,806	8,556	0.7%	In-Progress
1	1.11	BASE: Analysis, Measurement, and Accountability	5,487,160	4,517,817	(969,343)	-17.7%	In-Progress
1	1.12	GATE (Gifted and Talented Education)/AP (Advanced Placement)/IB (International Baccalaureate)	5,888,004	5,602,224	(285,780)	-4.9%	In-Progress
1	1.13	Expand Alternative Education	2,591,402	2,478,959	(112,443)	-4.3%	In-Progress
1	1.14	Maintain Additional Services for Phoenix Community Day School	5,741,452	5,827,804	86,352	1.5%	In-Progress
1	1.15	All teachers are teachers of English learner (EL) students	21,435,039	19,879,602	(1,555,437)	-7.3%	In-Progress
1	1.16	After School Tutoring	71,114,707	73,469,243	2,354,536	3.3%	In-Progress
1	1.17	Extended Summer Learning	42,021,858	30,364,152	(11,657,706)	-27.7%	In-Progress
1	1.18	Expansion of Dual Language Immersion Programs	2,953,064	2,952,509	(555)	0.0%	In-Progress
1	1.19	BASE: Instruction	445,017,530	448,935,308	3,917,778	0.9%	In-Progress
1	1.20	BASE: Professional Learning	47,787,374	45,144,368	(2,643,006)	-5.5%	In-Progress
1	1.21	BASE: Technology Access and Support	23,415,485	22,921,529	(493,956)	-2.1%	In-Progress
1	1.22	BASE: Early Learning	1,435,304	1,420,972	(14,332)	-1.0%	In-Progress
1	1.23	High Quality School Site Health Services	17,746,792	19,448,670	1,701,878	9.6%	In-Progress
1	1.24	Upgrading Access to Technology	3,175,111	4,196,057	1,020,946	32.2%	In-Progress
1	1.25	Student Technology Access and Annual Refresh	16,596,651	15,822,342	(774,309)	-4.7%	In-Progress
1	1.26	Regional Instructional Managers	2,918,313	2,746,295	(172,018)	-5.9%	In-Progress
1	1.27	Early Interventions	4,041,900	4,041,900	-	0.0%	In-Progress
1	1.28	Supports for Foster Youth / Project Access	2,226,103	2,105,891	(120,212)	-5.4%	In-Progress
1	1.29	Supports for Homeless Youth	2,458,641	2,432,752	(25,889)	-1.1%	In-Progress
1	1.30	BASE: Special Education	231,145,758	238,725,074	7,579,316	3.3%	In-Progress
Goal 1 Total			**1,116,596,127**	**1,107,285,572**			
2	2.01	Linked Learning, ROP, and CTE Pathway Development	29,815,623	23,122,838	(6,692,785)	-22.4%	In-Progress
2	2.02	CTE STEM PK-6 Kids Invent!	1,372,047	1,286,156	(85,891)	-6.3%	In-Progress
2	2.03	Men's and Women's Alliance	1,769,793	1,570,237	(199,556)	-11.3%	In-Progress
2	2.04	School Counselors & Resource Counseling Assistants	19,858,006	19,612,779	(245,227)	-1.2%	In-Progress
oal 2 Total			**52,815,469**	**45,592,010**			

2024/25 LCAP Mid-Year Report Adopted Budget vs 1st Interim

Goal	Action Number	Action Description	Adopted Budget	1st Interim	$ Diff	% Diff	Status
3	3.01	Increase School Allocations for Athletics	15,987,858	16,666,444	678,586	4.2%	In-Progress
3	3.02	District-Funded Educational Enrichment Trips	4,534,465	4,442,263	(92,202)	-2.0%	In-Progress
3	3.03	District Arts Collaborative Project	66,389	62,476	(3,913)	-5.9%	In-Progress
3	3.04	Increased Funding for Music	25,644,748	19,782,009	(5,862,739)	-22.9%	In-Progress
3	3.05	Student Peer Mentor Program	680,990	702,317	21,327	3.1%	In-Progress
3	3.06	Social Emotional Supports	901,763	852,990	(48,773)	-5.4%	In-Progress
3	3.07	School Climate and Culture Expansion	8,464,642	8,441,230	(23,412)	-0.3%	In-Progress
3	3.08	Restorative Practices / Relationship Centered Schools	3,794,868	4,168,798	373,930	9.9%	In-Progress
3	3.09	BASE: Diversity, Equity, and Inclusion/Department of Prevention and Intervention	18,421,155	15,447,860	(2,973,295)	-16.1%	In-Progress
3	3.10	Campus Climate and Culture Teachers	1,340,985	1,340,985	-	0.0%	In-Progress
3	3.11	Home School Liaisons	5,914,761	5,731,699	(183,062)	-3.1%	In-Progress
3	3.12	Mental Health Supports	11,287,536	11,285,052	(2,484)	0.0%	In-Progress
3	3.13	Transportation Services	2,508,439	2,337,836	(170,603)	-6.8%	In-Progress
3	3.14	Decrease Suspension Rate to Increase Attendance and Academic Success	-	-	-	0.0%	In-Progress
3	3.15	Campus Safety Assistants	7,570,024	7,069,545	(500,479)	-6.6%	In-Progress
3	3.16	Diversity, Equity, and Inclusion	3,066,410	2,157,816	(908,594)	-29.6%	In-Progress
Goal 3 Total			**110,185,033**	**100,489,320**			
4	4.01	BASE: Recruitment, Selection and Retention of Human Capital	13,838,430	14,963,225	1,124,795	8.1%	In-Progress
Goal 4 Total			**13,838,430**	**14,963,225**			
5	5.01	Parent Engagement Investments	4,288,678	4,112,124	(176,554)	-4.1%	In-Progress
5	5.02	Expanded Student, Parent and Community Communication	1,781,129	1,674,432	(106,697)	-6.0%	In-Progress
Goal 5 Total			**6,069,807**	**5,786,556**			
6	6.01	School Site Allocations to be principally directed toward the needs of Low-income, Foster youth, and/or English learner students	25,065,636	24,723,980	(341,656)	-1.4%	In-Progress
6	6.02	BASE: Central Office Administration	8,554,465	8,474,754	(79,711)	-0.9%	In-Progress
6	6.03	BASE: Business and Financial Services	19,778,736	18,523,216	(1,255,520)	-6.3%	In-Progress
6	6.04	BASE: Operational Services	204,053,902	226,849,676	22,795,774	11.2%	In-Progress
6	6.05	BASE: Other Expenses	27,764,095	30,446,117	2,682,022	9.7%	In-Progress
6	6.06	One-time Recovery Resources	64,224,385	132,404,892	68,180,507	106.2%	In-Progress
6	6.07	School Site to support the lowest performing student groups in red on the CA Dashboard Allocations to be Prioritized by each School's Site Council	7,773,031	6,450,078	(1,322,953)	-17.0%	In-Progress
oal 6 Total			**357,214,250**	**447,872,713**			

2024/25 LCAP Mid-Year Report Adopted Budget vs 1st Interim

Goal	Action Number	Action Description	Adopted Budget	1st Interim	$ Diff	% Diff	Status
7	7.01	Addams Elementary- SBAC ELA	321,246	246,459	(74,787)	-23.3%	In-Progress
7	7.02	Fort Miller - SBAC ELA	156,509	124,918	(31,591)	-20.2%	In-Progress
7	7.03	Fresno High - SBAC ELA	822,175	225,778	(596,397)	-72.5%	In-Progress
7	7.04	Lawless - SBAC ELA	416,624	95,462	(321,162)	-77.1%	In-Progress
7	7.05	Lowell - SBAC ELA	87,097	54,867	(32,230)	-37.0%	In-Progress
7	7.06	Muir - SBAC ELA	71,647	-	(71,647)	-100.0%	In-Progress
7	7.07	Turner - SBAC ELA	388,000	146,057	(241,943)	-62.4%	In-Progress
7	7.08	Wolters - SBAC ELA	138,000	17,093	(120,907)	-87.6%	In-Progress
Goal 7 Total			**2,401,298**	**910,634**			
8	8.01	Addams - SBAC Math	113,247	28,380	(84,867)	-74.9%	In-Progress
8	8.02	Fort Miller - SBAC Math	90,448	115,600	25,152	27.8%	In-Progress
8	8.03	Fresno High - SBAC Math	822,175	668,523	(153,652)	-18.7%	In-Progress
8	8.04	Lowell - SBAC Math	87,097	54,867	(32,230)	-37.0%	In-Progress
8	8.05	Muir - SBAC Math	91,648	46,366	(45,282)	-49.4%	In-Progress
8	8.06	Turner - SBAC Math	180,000	4,226	(175,774)	-97.7%	In-Progress
Goal 8 Total			**1,384,615**	**917,962**			
9	9.01	Cambridge - ELPI	5,000	-	(5,000)	-100.0%	In-Progress
9	9.02	Turner - ELPI	65,000	-	(65,000)	-100.0%	In-Progress
Goal 9 Total			**70,000**	**-**			
10	10.01	Lawless - Chronic Absenteeism	152,356	69,832	(82,524)	-54.2%	In-Progress
10	10.02	Muir - Chronic Absenteeism	136,612	36,569	(100,043)	-73.2%	In-Progress
10	10.03	Phoenix Secondary - Chronic Absenteeism	134,036	45,438	(88,598)	-66.1%	In-Progress
Goal 10 Total			**423,004**	**151,839**			
11	11.01	Cambridge - Graduation Rate/Career and College Readiness	853,930	55,788	(798,142)	-93.5%	In-Progress
11	11.02	Dewolf - Graduation Rate/Career and College Readiness	302,099	3,180	(298,919)	-98.9%	In-Progress
11	11.03	Fresno High - Graduation Rate/Career and College Readiness	222,500	36,665	(185,835)	-83.5%	In-Progress
11	11.04	J E Young Academic Center - Graduation Rate/Career and College Readiness	2,446,267	65,102	(2,381,165)	-97.3%	In-Progress
Goal 11 Total			**3,824,796**	**160,735**			
12	12.01	Addams - Suspension	556,013	361,044	(194,969)	-35.1%	In-Progress
12	12.02	Fort Miller - Suspension	569,869	377,447	(192,422)	-33.8%	In-Progress
12	12.03	Fresno High - Suspension	613,100	221,815	(391,285)	-63.8%	In-Progress
12	12.04	Fulton - Suspension	50,000	404,128	354,128	708.3%	In-Progress
12	12.05	Lawless - Suspension	227,846	94,520	(133,326)	-58.5%	In-Progress
12	12.06	Lowell - Suspension	251,061	154,722	(96,339)	-38.4%	In-Progress

2024/25 LCAP Mid-Year Report Adopted Budget vs 1st Interim

Goal	Action Number	Action Description	Adopted Budget	1st Interim	$ Diff	% Diff	Status
12	12.07	Muir - Suspension	330,607	41,487	(289,120)	-87.5%	In-Progress
12	12.08	Phoenix Elem Comm Day - Suspension	74,735	100,971	26,236	35.1%	In-Progress
12	12.09	Phoenix Secondary - Suspension	48,066	40,476	(7,590)	-15.8%	In-Progress
12	12.10	Turner - Suspension	95,406	53,912	(41,494)	-43.5%	In-Progress
12	12.11	Wolters - Suspension	394,621	128,026	(266,595)	-67.6%	In-Progress
Goal 12 Total			**3,211,324**	**1,978,548**			
Grand Total			**1,668,034,153**	**1,726,109,114**	**58,074,961**	**3.5%**	

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: OPPORTUNITY for Public Disclosure and RATIFICATION of the 2024-2027 Negotiated Collective Bargaining Agreement between Fresno Unified School District and the California School Employees Association, Chapter 15

ITEM DESCRIPTION: Included in the Board material is a copy of the Tentative Agreement between Fresno Unified School District and California School Employees Association, Chapter 125. In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with an exclusive representative.

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

PREPARED BY: Annarita Howell, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: 559-457-3713

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

TENTATIVE AGREEMENT

BETWEEN THE

FRESNO UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS FRESNO CHAPTER # 125

January 27, 2025

The Fresno Unified School District ("District") and the California School Employees Association and its Fresno Chapter 125 ("CSEA") herby enter into this Tentative Agreement in order to fully and finally resolve the parties' 2024-2027 successor contract negotiations.

ARTICLE 8: Employee Rights

Absence verification. Status quo.

5. Evaluation and Professional Learning.

B. No evaluation of any employee shall be placed in the employee's personnel file without an opportunity for discussion between the employee and the prime evaluator. In the event an employee's job performance is less than satisfactory, a formal oral review shall be held between the employee and evaluator in advance of the written evaluation. **Following the oral review, the employee shall receive written notification of the evaluator's concerns.** At this time a Competency Review Report will be completed identifying examples of unsatisfactory performance and recommendations for improvement. The employee shall be given the opportunity to offer a written response to the document. No material resulting from this conference shall be placed in the employee's personnel file at this time. A reasonable period of time (not less than ~~**thirty [30]**~~ **forty-five (45)** working days) will be provided for the employee to make the necessary corrections. If an acceptable performance level is not obtained, the evaluation will reflect the substandard performance and may include copies of the Competency Review Report with employee response. The employee shall have the right to review and respond to any evaluation in accordance with procedures outlined in this Article. When a satisfactory evaluation is not obtained, a Work Plan will be developed jointly by the supervisor and employee and implemented to specifically identify the necessary improvements to include goals and objectives.

ARTICLE 9: FRINGE BENEFITS

Modify Article 9 as follows:

For the 2024-2025 and the 2025-2026 school years, the District's employee contribution rate towards health and welfare benefits, provided for in Article 9, shall be reduced to $22,000.

ARTICLE 12: HOURS AND OVERTIME

Modify Article 12 as follows:

3. Scheduling

...

B. Reassignment of Hours: Any reassignment of hours which adversely affects bargaining unit member(s) shall be subject to the Complaint Procedure. Unit members shall receive reasonable notice prior to such a reassignment and when possible, the reassignments may not be implemented until the next semester change. **When the District determines hours need to be changed to accommodate the District needs, the District shall ask for volunteers in the needed classification. If there are not enough volunteers, the District shall assign the employee by the least amount of hours worked in the classification.**

...

G. Additional Work Assignments

3) Additional assignments will be offered to bargaining unit members at the site being used equitably by District seniority and classification. In the event that no bargaining unit member at that site is available for additional work, other bargaining unit members who have indicated a willingness to serve in additional work positions will be considered by district seniority and classification. **Seniority for additional assignments is defined by hours worked in the classification at that site first, then district wide. If that be equal the original hire date shall be used. For Purposes of Layoffs, Hire date will be used to determine seniority.**

...

5. Authorization of Overtime:

The designation, authorization and allocation of any overtime shall rest solely with FUSD management and shall be subject to Article 10, Grievance Procedure if not resolved through the Complaint Procedure. Overtime shall be rotated as equally as is practical among employees within each department or work site. **The rotation shall start with the most senior employee in the department or work site.**

Remainder of Article 12 is status quo.

ARTICLE 14: LEAVE PROVISIONS

Modify Article 14 as follows:

Bereavement Leave

A. Number of Days: Pursuant to the provisions of Education Code Section 45194, Bereavement Leave without loss of pay for a period not to exceed ~~three~~ Five (5) days ~~or five (5) days if travel out of State is required, may~~ Shall be granted in the event of death of any member of the immediate family.

Multiple Deaths: In the event of multiple, simultaneous deaths of members of the immediate family, as defined above, Bereavement Leave shall be extended not to exceed five (5) days per death. ~~with a maximum of 10 days within the State or seven (7) days if travel out of State is required.~~

19. Personal Necessity, Personal Business and Sick Leave. Unit members must report absences due to illness, personal necessity or personal business daily prior to the start of their shift ~~pursuant to Department or site absence reporting procedures~~ unless the employee is on an extended leave of absence. The unit member shall report absences using the District's reporting system.

ARTICLE 19: PROMOTION

Modify Article 19 as follows:

The promotional procedures in this Article are designed to promote fair treatment, opportunity, and equity for all applicants for vacant positions in the District, with first consideration given to prior District service. **To be eligible for promotions, unit members must not: (1) be on absence verification; (2) be subject to a competency review; (3) and in the last two years have any formal progressive discipline documentation, excluding summaries of conference. This will be for the 2025-2026 year only. The parties agree to meet and determine if the pilot program will be extended. In the event a unit member does not agree and is prohibited from transferring because of this clause, the member shall have the right to appeal to the human resources department.**

ARTICLE 23: SALARY:

Modify Article 23 as follows:

1. Salary Increase

For the 2024-2025 school year, a three (3.0%) percent ongoing increase to the 2023-2024 salary schedule will be added effective July 1, 2024 for all bargaining unit members. All unit members shall receive a two and one half percent (2.5%) one-tim off schedule payment. To receive retroactive pay and the one time off schedule payment, unit members must be employed by the District at the time the parties ratify this Agreement.

For the 2025-2026 school year, a four and one half (4.5%) percent ongoing increase to the 2024-2025 salary schedule will be added effective July 1, 2025 for all bargaining unit members. All unit members shall receive a two and one half percent (2.5%) one-tim off

schedule payment. To receive retroactive pay and the one time off schedule payment, unit members must be employed by the District at the time the parties ratify this Agreement. The parties agree that salary and health and welfare benefits are closed for 2025-2026.

2. Parity

Based upon the Parties' long history of past practice, the Parties mutually agree that in the Article 23, section 2 "Parity", "superior health and welfare/compensation package" means (1) annually negotiated percentage increases to the base salary schedule, (2) annually negotiated one-time off schedule salary payments, and (3) any annually negotiated contributions to the health and welfare benefits; and specifically excludes career anniversary incentives, anniversary increments, any longevity, any professional growth incentives, any stipends, any hiring incentives, any allowances, and/or any other additives.

...

3. Anniversary Increment

An anniversary increment shall be applied as follows: Eight-tenths of one percent (0.8%) each year of employment from the 16th to the 25th year, to a total of eight- percent (8.0%) at the 25th year and thereafter.

In addition, when a unit member completes their 20th year of employment, they shall receive a one-time off-schedule stipend of two thousand dollars ($2,000).

When a unit member completes the 25th year of employment the unit member shall receive a one time off schedule stipend of four thousand dollars. ($4,000).

When a unit member completes their 30th year of employment, the unit member shall receive a one time off schedule stipend of eight thousand dollars. ($8,000).

Employees who are in between tiers at the time of the ratification of this Agreement, will be eligible for the applicable one-time payment and one-time payments are noncumulative. Specifically, an employee in their 22nd, 23rd, 24th, or 25th year at the time of the ratification of this Agreement is eligible for a $2,000 one-time payment. An employee in their 27th, 28th, 29th, or 30th year at the time of the ratification of this Agreement is eligible for a one-time $4,000 payment. An employee in their 31st year and beyond at the time of the ratification of this Agreement is eligible for a one-time $8,000 payment.

Employees working less than eight (8) hours per day shall be granted a proportionate share of the maximum increment. Increment payments and one-time payments to employees shall be made monthly during their duty year (e.g., ten (10)

month employees will receive their increment in ten (10) equal payments). A year shall be construed as seventy-five percent (75%) or more of a normal work year.

Remainder of Article 23 is status quo.

ARTICLE 26: TERM

1. Full Force:
This Agreement shall remain in full force and effect up to and including June 30, ~~2024~~ **2027**.
2. Negotiations for New Contract:
Any negotiations that the Association wishes to conduct for a contract subsequent to June 30, ~~2024~~ **2027** shall commence prior to May 1, ~~2024~~ **2027**.
3. Termination Date:
In the event a successor agreement is not adopted prior to the termination date, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or until the impasse procedures set forth in Chapter 10.7, Division 4 of Title I of the Government Code, commencing with Section 3548, are fully exhausted.

ARTICLE 27: TRANSFER

Modify Article 27 as follows:

1. Transfer Origin

...

Transfer - Lateral: A permanent classified employee may request a transfer to a position on the same salary grade level by submitting the Classified Transfer Request Form to the Division of Human Resources. Employees may submit a request for transfer at any time and the transfer request will be active for one year. **To be eligible for lateral transfer, unit members must not: (1) be on absence verification; (2) be subject to a competency review; (3) and in the last two years have any formal progressive discipline, excluding summaries of conference. This will be for the 2025-2026 year only. The parties agree to meet and determine if the pilot program will be extended. In the event a unit member does not agree and is prohibited from transferring because of this clause, the member shall have the right to appeal to the human resources department.**

A. However, employees are urged to withdraw a transfer request should circumstances change their willingness to accept a transfer if offered. FUSD shall consider transfer requests for all positions. Forms are available from the head secretary of each school or department, or by request from the Division of Human Resources Department. When openings occur, transfer requests on file shall be reviewed, and all employees requesting transfer and found to be qualified shall be referred to the appropriate supervisor for interview and consideration before employees of lower classification or new applicants shall be considered.

ARTICLE 28: VACATION ALLOWANCE

Status quo.

ARTICLE 29: MISCELLANEOUS

Remote work: The parties agree that at the discretion of the Chief of Human Resources, unit members in positions where remote work is possible (i.e. physical presence at a work location is not mandatory) may work remotely as per FUSD Board Policy 4113.5. Unit members approved to work remotely are required to work during their scheduled duty days and duty times, and be available to their supervisors and work teams. The parties shall establish a committee comprised of three members selected from CSEA's e-board and three members selected by the District to identify positions where remote work is eligible. The committee shall make their recommendations to the bargaining teams by May 2025.

Remainder of Article 29 is status quo.

EXCEPT AS SET FORTH ABOVE ALL OTHER TERMS AND CONDITIONS CONTAINED IN THE PARTIES' 2021-2024 AGREEMENT SHALL REMAIN STATUS QUO.

Dated: January 27, 2025

Eufemia Sanchez, President
CSEA and its Chapter #125

Dated: January 27, 2025

Kasey Oliver, Labor Relations Representative
California School Employee Association

Dated: January 27, 2025

Annarita Howell, Assistant Supt. of HR & LR
Fresno Unified School District

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SCHOOL DISTRICT Fresno Unified School District

BARGAINING UNIT California School Employees Association Chapter 125

PERIOD OF AGREEMENT July 1, 2024 to June 30, 2027

DATE OF PUBLIC MEETING February 26, 2025

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

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

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

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

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate whether Bargaining Units are settled or not settled.

	SETTLED or NOT SETTLED	NUMBER OF FULL TIME EQUIVALENT POSITIONS
Fresno Teachers Association - (FTA)	Settled	4346
CSEA -125	Settled	3191
CSEA-143	Settled	417
MANAGEMENT	Settled	917
SEIU	Settled	645
SUPERVISORY/CONFIDENTIAL	Settled	87
TRADES - (IAMAW)	Settled	36
TRADES-(FTA)	Settled	121
FASTA	Settled	2087
Management - FTA	Settled	14
Social Workers Unit - FTA	Settled	242

The proposed agreement covers the period beginning July 1, 2024 and ending June 30, 2027

TOTAL COST INCREASE OF PROPOSED AGREEMENT IN PRESENT AND FUTURE YEARS

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

TYPE OF COMPENSATION	FY 2024/25	FY 2025/26	FY 2026/27	CUMULATIVE COST CURRENT YEAR & TWO SUBSEQUENT YEARS
Salary Cost Increase	$ 2,224,358	$ 3,336,537	$ -	$ 5,560,895
Benefit Cost Increase	$ (31,776,565)	$ 1,429,944	$ -	$ (30,346,621)
Other Compensation Costs	4,348,045	3,065,045	$ -	$ 7,413,090
TOTAL COST OF SETTLEMENT	$ (29,552,207)	$ 4,766,481	$ -	$ (24,785,726)
Total % Increase	3.00%	4.50%	0.00%	
Cost of 1% Increase	$ 1,059,218			

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

SOURCE OF FUNDING

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

Funding is supported by the General Fund, one–time grants, and allocation of committed resources.

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

See number 3.

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

This agreement provides a salary increase for 24/25 3.0% and 25/26 a 4.5% ongoing increase and a 2.5% one-time in 2024/25 and 2025/26. The health contribution will remain at $22,000 through 25/26. In addition, an anniversary increment includes a one-time off schedule stipend of $2,000 at 20 years of employment, $4,000 at 25 years, and $8,000 at 30 years. For 2024/25, any employee in between tiers will receive the one-time stipend.

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

Not Applicable.

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

While the District is deficit spending for these years, the District is utilizing some funds for one time expenditures. The District plans appropriate adjustments in future years.

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

Not Applicable

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

OTHER PROVISIONS

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

The 2024/25 and 2025/26 year include a one time 2.5% salary increase.

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

Not Applicable.

IMPACT ON CURRENT FISCAL YEAR

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

RECOMMENDED RESERVES	2.00%	Column 1	Column 2	Column 1 minus Column 2
REVENUE/EXPENDITURES and OTHER USES/SOURCES		Board Approved Budget After Settlement	Board Approved Budget Before Settlement	Total Impact On the Budget
Operating Revenues		$ 1,539,622,072	$ 1,539,622,072	$ -
Operating Expenditures		1,772,211,480	1,770,511,480	1,700,000
Operating Surplus / (Deficit)		(232,589,408)	(230,889,408)	(1,700,000)
Other Sources & Transfers In		5,486,409	5,486,409	-
Other Uses & Transfers Out		(6,956,409)	(6,956,409)	-
Change in Fund Balance		(234,059,408)	(232,359,408)	(1,700,000)
Beginning Balance		607,010,959	607,010,959	-
Ending Balance		372,951,551	374,651,551	(1,700,000)
Total Reserve Amounts		372,951,551	374,651,551	(1,700,000)
Nonspendable/Restricted/Committed/Assigned		239,880,319	253,179,995	(13,299,676)
Reserve for Economic Uncertainties		121,471,556	121,471,556	-
Unassigned/Unappropriated		-	-	-
Total Fund Balance		372,951,551	374,651,551	(1,700,000)
Total Unrestricted Reserves		-	-	-
State Recommended Reserves		$ 35,583,358	$ 35,549,358	$ 34,000

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

CERTIFICATIONS

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

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

District Superintendent (Signature)	Date
Patrick Jensen (Feb 7, 2025 15:33 PST)	Feb 7, 2025
Chief Business Official (Signature)	Date

Patrick Jensen, Chief Financial Officer

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

Patrick Jensen (Feb 7, 2025 15:33 PST)	Feb 7, 2025
Chief Business Official (Signature)	Date

Patrick Jensen, Chief Financial Officer

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025,

ACTION REQUESTED: PRESENT AND DISCUSS

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Present and Discuss Overview of Revised Draft Interim Goals and Guardrails

ITEM DESCRIPTION: Interim Superintendent Her will provide an overview of the revised draft Interim Goals and Guardrails in alignment with the goals and guardrails adopted by the Board on January 22, 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 

Student Outcomes Focused Governance: Revised Interim Goals and Guardrails

February 26, 2025



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Today's Outcomes

Discuss revisions to the draft interim goals and guardrails as they align to the goals and guardrails conditionally approved during the January 22, 2025, meeting.

Goals, Guardrails, Interim Goals and Guardrails

Board Created	
Goals	**Guardrails**
The community's expectations for what Fresno Unified students will know and be able to do.	The community's specific non-negotiables that must be honored while implementing the goals.
Interim Superintendent Created	
Interim Goals	**Interim Guardrails**
Measures of progress toward a defined goal. Interims goals are output metrics that are predictive of the goals and are influenceable by the interim superintendent.	Measures of progress toward a defined guardrail. Interim guardrails are predictive of the guardrails and are influenceable by the interim superintendent.

DRAFT: Interim Goals for Early Literacy Proficiency

Board Goal

- **Early Literacy:** The percentage of 1st graders who are proficient in literacy based on iReady results will increase from 48% in June 2024 to 80% June 2030.

Interim Goals:

- From June 2024 to June 2026, the percentage of 1st grade students who are at or above grade level in literacy as measured by iReady diagnostic assessment will increase from 48% to 58.6%.
- From June 2024 to June 2026, the percentage of 1st grade students who are meeting their stretch growth target as measured by iReady diagnostic assessment will increase from 41% to 54%.
- From June 2024 to June 2026, the percentage of Kindergarteners who are mastering literacy foundational skills as measured by an updated comprehensive K-FSA assessment will increase from 51% to 63.2%.

DRAFT: Interim Goals for Literacy Intervention

Board Goal

- **Literacy Intervention:** The percentage of 3rd – 8th grade students who are more than one year behind as measured by Smarter Balanced (SBAC) English Language Arts (ELA) who make more than one year's growth will increase from X% in June 2024 to Y% by June 2030.

Interim Goals:

•From June 2024 to June 2026, the percentage of identified 3rd – 6th grade students who meet their stretch growth goal on iReady will increase from X% to 50%.
•From June 2024 to June 2026, the percentage of identified 7th – 8th students who improve at least one performance band from the first administration to the second administration on the district interim assessment will increase from X% to 50%.
•From August 2026 to June 2027, the percentage of identified 3rd – 8th grade students who improve a minimum of one rubric score from the first to the second administration on the district writing assessment will increase from X% to 50%.

DRAFT: Interim Goals for College and Career Readiness

Board Goal

- **College & Career Readiness:** The percentage of students graduating from high school who are college and career ready based on CCI will increase from 43% in June 2024 to 64% by June 2030.

Interim Goals:

- From June 2024 to June 2028, the percentage of 9th and 10th grade students who receive at least one "D" or "F" on their report card at the end of the semester will decrease from 55.2% to 38.2%.

- From June 2025 to June 2028, the percentage of 9th - 12th grade students who have successfully completed a dual enrollment course, Career Technical Education concentrator/capstone courses, or a work-based learning experience each semester will increase from X% to Y%.

- From February 2025 to February 2028, the percentage of 9th - 11th grade students who achieve "nearly met" or higher on the district interim assessments/benchmark in mathematics will increase from X% to Y%.

DRAFT: Interim Goals for Life Skills

Board Goal

- **Life Skills:** The percentage of 6th, 8th, and 12th grade students who demonstrate benchmarked competencies in the skills listed in the Portrait of a Learner using age-appropriate assessments will increase by X% in June 2027 to Y% by June 2030.

Interim Goals:

- From December 2026 to December 2029, the percentage of 4th – 8th grade students attaining or sustaining typical or strength ratings as measured by the Devereux Student Strengths Assessment (DESSA) will increase from X% to Y%.

- From June 2027 to June 2030, the percentage of Kindergarten - 12th grade students that demonstrate a 3 or 4 rating as measured by the Portrait of a Learner Portfolio assessment will increase from X% to Y%.

Board Guardrails

- **Community Engagement**: The superintendent may not propose major decisions to the Board without first having a community engagement plan.
- **Equitable Access**: The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups (for example, African American, English Learners, Foster Youth, Homeless and Students with Disabilities) or schools.
- **Effective Staff**: The superintendent will not allow the hiring, promotion, or lateral movement of staff who are performing “does not meet standard” as defined by CPSELs, CSTPs, and classified standards.
- **Health & Wellness**: The superintendent may not meet the goals at the cost of unreasonably compromising the health and wellness of students and staff.

Interim Guardrails



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

DRAFT: Interim Guardrails for Community Engagement

Board Guardrail

- **Community Engagement**: The superintendent may not propose major decisions to the Board without first having a community engagement plan.

Interim Guardrail:

- By December 2025, specific criteria will be established to include in all community engagement plans.
- From June 2024 to June 2026, the percentage of major decisions brought to the Board for approval that impact more than 25% of a targeted group that include a community engagement plan will increase from 0% to X%.

DRAFT: Interim Guardrails for Equitable Access

Board Guardrail

- **Equitable Access**: The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups (for example, African American, English Learners, Foster Youth, Homeless and Students with Disabilities) or schools.

Interim Guardrails:

- From August 2025 to June 2027, the percentage of identified Kindergarten through 6th grade students whose academic performance is equal to or exceeds the district average as reported on iReady reading diagnostic will increase from X% to Y%.
- From August 2025 to June 2027, the percentage of identified 7th – 11th grade students whose academic performance is equal to or exceeds the district average as reported on the English Language Arts secondary district interim assessment will increase from X% to Y%.
- From August 2025 to June 2027, the percentage of site and district leaders who receive professional learning in Targeted Universalism will increase from 0% to 90%.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

DRAFT: Interim Guardrails for Effective Staff

Board Guardrail

- **Effective Staff**: The superintendent will not allow the hiring, promotion, or lateral movement of staff who are performing “does not meet standard” as defined by CPSELs, CSTPs, and classified standards.

Interim Guardrails:

- From June 2025 to June 2028, the percentage of employees who complete supervision and evaluation, FRISK, Anti-Bias and Collective Bargaining Agreement training prior to supervising and evaluating employees will be increased from 0% to 100%.
- From June 2025 to June 2028, the percentage of evaluations for employees performing "does not meet standard" that include actionable feedback in a written support plan to help improve performance will increase from X% to 100%.
- From June 2024 to June 2028, the percentage of hires, promotions, laterals and extra pay contracts where evaluations are used in the decision-making process will increase from 0% to 100%.

DRAFT: Interim Guardrails for Health and Wellness

Board Guardrail

- **Health & Wellness**: The superintendent may not meet the goals at the cost of unreasonably compromising the health and wellness of students and staff.

Interim Guardrails:

- From July 2025 to July 2028, the percentage of schools utilizing the current adopted Social Emotional Learning (SEL) curriculum will increase from X% to Y%.
- From October 2025 to October 2028, the percentage of students responding agree or strongly agree as measured by the identified climate and culture survey domain will increase from X% to Y%.
- From October 2025 to October 2028, the percentage of staff responding agree or strongly agree as measured by the identified climate and culture survey domain will increase from X% to Y%.

Questions, Comments, Feedback



Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025,

ACTION REQUESTED: DISCUSS and ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Discuss and Adopt District Guardrails

ITEM DESCRIPTION: Interim Superintendent will present District Guardrails adopted January 22, 2025, for further discussion and potential revision.

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 

Student Outcomes Focused Governance: District Guardrails

February 26, 2025



Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Today's Outcomes

Discuss and approve potential revision to provide additional specificity to the Community Engagement guardrail which was conditionally approved during the January 22, 2025, meeting.

Board Guardrails

- **Community Engagement:** The superintendent may not propose major decisions to the Board without first having a community engagement plan.
- **Equitable Access**: The superintendent may not meet the goals by leaving out or denying access to any distinct and/or vulnerable population groups (for example, African American, English Learners, Foster Youth, Homeless and Students with Disabilities) or schools.
- **Effective Staff**: The superintendent will not allow the hiring, promotion, or lateral movement of staff who are performing “does not meet standard” as defined by CPSELs, CSTPs, and classified standards.
- **Health & Wellness**: The superintendent may not meet the goals at the cost of unreasonably compromising the health and wellness of students and staff.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

DRAFT: Interim Guardrails for Community Engagement

Board Guardrail

- **Community Engagement**: The superintendent may not propose major decisions to the Board without first having a community engagement plan.

Interim Guardrail:

- By December 2025, specific criteria will be established to include in all community engagement plans.
- From June 2024 to June 2026, the percentage of major decisions brought to the Board for approval that impact more than 25% of a targeted group that include a community engagement plan will increase from 0% to X%.

Fresno Unified School District
ACHIEVING OUR GREATEST POTENTIAL

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

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: Annarita Howell, Assistant Superintendent

DIVISION: Human Resources/ Labor Relations

CABINET APPROVAL PHONE: 559-457-3713

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

BOARD OF EDUCATION APPENDIX

Fresno Unified School District

2/26/2025

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 Superintendent, school year 2024-2025.

ELECTIONS

Certificated Personnel

1087890	Allan	Sarah	Therapist, Spch/Lang/Hrng/Dis	Special Ed	1/13/2025
1081674	Draper	Melanie	Nurse	Health Services	1/13/2025
1087866	Ford	Rahmon	Teacher, Senior High	Mclane High School	1/13/2025
1047827	Hernandez	Margarita	Teacher, Elementary	Roeding Elementary	8/5/2021
1070426	Herrera	Mary	Nurse	Health Services	4/15/2024
1066863	Jones	Antione	Teacher, Vocational Education	Edison-Computech 7-8	7/1/2024
1076239	Lopez-Garcia	Octavio	Teacher, Handicapped, Severely	Roosevelt High School	12/2/2024
1080680	Maya-Castaneda	Yasmin	Teacher, Bilingual	Lane Elementary	1/13/2025
1070606	Mendoza	Xiomara	Teacher, Pre-School	Lincoln Elementary	2/5/2024
1078653	Osuna	Celeste	Teacher, Pre-School	Yokomi Elementary	1/19/2022
1071609	Pascual	Jireh	Teacher, Autistic, Sdc	Tatarian Elementary	1/13/2025
1067365	Radford	Natonya	Teacher, Autistic, Sdc	Pyle Elementary	2/19/2025
1044143	Silva	Blanca	Teacher, Senior High	Sunnyside High School	1/13/2025

Classified Personnel

1048575	Burgoyne	Brett	Paraprof, Extensive Support Needs	Bullard High School	2/5/2025
1087909	Colmenero	Lorry	Nutrition Services Assistant	Nutrition Services	1/16/2025
1079988	Garcia Valencia	Esther	Paraprof, Child Development Bilingual	Lane Elementary	1/16/2025
1028524	Gibney	Trin	Nutrition Services Assistant	Food Services	1/13/2025
1074833	Hawkins Gilstrap	Anthony	Assistant, Campus Safety	Duncan Polytechnical	1/13/2025
1043339	Hughes	Mara	Paraprof, Extensive Support Needs	Malloch Elementary	1/17/2025
1083917	Lee	Vanni	Custodian	Terronez Middle	1/6/2025
1030912	Leos	Martin	Nutrition Services Assistant	Food Services	1/13/2025
1087860	Lopez	Jessica	Nutrition Services Assistant	Food Services	1/13/2025
1085621	Lopez Orozco	Denisse	Lead, After Schl/Ext Day	Rowell Elementary	1/13/2025
1087236	Martinez	Rosalinda	Nutrition Services Assistant	Food Services	1/16/2025
1086937	Petty	Cecely	Nutrition Services Assistant	Nutrition Services	1/13/2025
1068993	Ramirez De Melchor	Gabriela	Nutrition Services Assistant	Pyle Elementary	1/13/2025
1086372	Raney	Katelyn	Paraprof, Extensive Support Needs	Fulton School	1/13/2025
1087901	Ransom	Nichelle	Paraprof, Extensive Support Needs	Tenaya Middle	1/15/2025
1085255	Valerio	Alekhine	Nutrition Services Assistant	Food Services	1/13/2025
1083147	Valverde	Victoria	Nutrition Services Assistant	Nutrition Services	1/21/2025
1078270	Vargas	David	Assistant, Campus Safety	Farber Credit Attainment Alter	1/13/2025
1087899	Williams	Ashley	Lead, After Schl/Ext Day	Anthony Elementary	1/13/2025

Management Classified

1078276	Munro	Stanley	Manager III, General	Professional Development E St	1/15/2025

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1019751	Anderson	Eric	Teacher, Continuation	Farber Credit Attainment Alter	6/12/2025
1043897	Bush	Kendra	Teacher, Spec Assgn	Fremont Elementary	2/14/2025
1033064	Clemons-Brown	Natasha	Specialist, Resource, Sp Ed	Bullard High	1/9/2025
1022927	Donat	Robert	Teacher, Middle School	Scandinavian Middle	6/12/2025
1080790	Garcia	Guadalupe	Teacher, Lrng Hndcp, Sdc	Wolters Elementary	1/21/2025
1010131	Garner	Rhonda	Specialist, Resource, Sp Ed	Lawless Middle School 7-8	1/22/2025
1027118	Hayworth	Kari	Teacher, Elementary	Gibson Elementary	6/12/2025
1006800	Jose	Sandra	Teacher, Senior High	Sunnyside High School	6/13/2025
1013608	Kesterke	Kristan	Teacher, Elementary	Manchester Gate	6/12/2025
1083424	Leat	Chanthea	Teacher, Lrng Hndcp, Sdc	Vinland Elementary	1/21/2025
1076239	Lopez-Garcia	Octavio	Teacher, Handicapped, Severely	Roosevelt High	12/1/2024
1080680	Maya-Castaneda	Yasmin	Teacher, Bilingual	Lane Elementary	1/12/2025
1037110	Mccorvey	Johnnie	Teacher, Continuation	Cambridge Continuation High	6/12/2025
1065480	Perez	Cecilia	Teacher, Senior High	Bullard High	1/21/2025
1067365	Radford	Natonya	Teacher, Autistic, Sdc	Pyle Elementary	2/18/2025
1078271	Santos	Mariah	Teacher, Elementary	Lawless Middle School 7-8	1/12/2025
1044143	Silva	Blanca	Teacher, Senior High	Sunnyside High School	1/10/2025
1072305	Storelli	Taylor	Teacher, Senior High	McLane High	1/20/2025
1004340	Vang	Cher	Teacher, Senior High	Sunnyside High School	6/12/2025
1005218	Vasquez	Kimberly	Teacher, Elementary	Ewing Elementary	6/20/2025
1041111	Vryhof	Dorene	Nurse	Health Services	6/12/2025
1044781	Weber	Marla	Teacher, Elementary	Heaton Elementary	2/28/2025

Classified Personnel

1025666	Avalos	Martha	Technician, Libr Media-Elem	Wilson Elementary	6/13/2025
1048575	Burgoyne	Brett	Paraprof, Extensive Support Needs	Bullard High	2/4/2025
1062660	Campos	Celia	Assistant, Office III	Adult Ed Voc Consortium	12/26/2024
1081015	Ceballos	Jacklyn	Paraprof, Child Development	Ericson Elementary	1/24/2025
1085827	Chacon	Michael	Assistant, Noontime	Terronez Middle	12/20/2024
1086792	Cheatham	Imunique	Paraprof, Mild/Moderate Support Needs	Gaston Middle	8/26/2024
1086665	Cole	Shatara	Paraprof, Child Development	Webster Elementary	1/8/2025
1048865	Contreras	Victoria	Paraprof, Instructional Asst	Lincoln Elementary	2/7/2025
1077605	Escobar Vasques	Fernando	Assistant, Campus Safety	Hidalgo Elementary	1/31/2025
1032562	Furlano	Vanessa	Paraprof, Extensive Support Needs	Muir Elementary	6/12/2025
1070815	Gamez	Victoria	Paraprof, Instructional Asst	Kirk Elementary	1/3/2025
1060751	George	Vickie	Technician, Libr Media-Elem	Heaton Elementary	6/13/2025
1086850	Herrera	Mariaisabel	Paraprof, After Schl/Ext Day	Rowell Elementary	8/26/2024
1070577	Jacinto	Dora	Registrar, Assistant	Fresno High School	9/1/2025
1070943	Lao	Angel	Plant Coordinator I	Olmos Elementary	1/31/2025
1070787	Laurent	Ebony	Assistant, Campus Safety	Cesar Chavez Adult School	1/13/2025
1085621	Lopez Orozco	Denisse	Lead, After Schl/Ext Day	Rowell Elementary	1/10/2025
1038629	Lor	Diana	Custodian	Vang Pao Elementary	1/7/2025
1079449	Martin	Demetrius	Specialist, Tier II Intervention	Prevention And Intervention	12/20/2024

1079760	Montoya	Carmen	Driver, Bus	Transportation	2/28/2025
1004346	Moua	Thao	Specialist, Tech Support I	Technology Services	6/30/2025
1041995	Rogers	Katherine	Paraprof, Child Development	Mccardle Elementary	6/10/2025
1051590	Rotella	Barbara	Nutrition Services Cook/Baker	Food Services	1/1/2025
1086995	Vargas	Gonzalo	Assistant, Noontime	Balderas Elementary	1/17/2025
1086782	Vue	Owens	Paraprof, Alternative Educ	Phoenix Acad Elementary-Dcds	1/17/2025
1049339	Wells	Shari	Paraprof, Extensive Support Needs	Addicott	5/22/2025

Management Classified

1024067	Aldana	Lorena	Manager I, Program	Food Services	5/11/2025
1035214	Mytton	Kathryn	Manager II, General	Instructional Services	6/30/2025
1083691	Vang	Teng	Manager, Business Operations	Fiscal Services	1/10/2025

Management Certificated

1041378	Picher	Julia	Psychologist, School	Guidance & Psychological Svs	6/30/2025

LEAVE REQUEST

Certificated Personnel

1072135	Cruse	Allysen	Teacher, Elementary	Easterby Elementary	1/10/2025

Classified Personnel

1041004	Lenhof	Sherri	Manager, School Office Elementary	Calwa Elementary	12/26/2024
1028151	Mills	Deseree	Lead, After Schl/Ext Day	Jefferson Elementary	2/18/2025

R39-MONTH REEMPLOYMENT RIGHTS

Management Classified

1046726	Cruz	Alicia	Coordinator I, Extended Learning	Calwa Elementary	1/7/2025

PROMOTIONS

Classified Personnel

1081844	Chavez De Reyes	Veronica	Nutrition Services Assistant	Food Services	11/18/2024
1083859	Elayan	Basim	Developer, Software III	Technology Services	1/17/2025
1083699	Lopez	Elisa	Secretary II	Summer School Administration	2/4/2025
1063870	Xiong	Andy	Plant Coordinator II	Terronez Middle	1/15/2025
1080404	Yang	Eric	Assistant, Resrce Cnslg	Ayer Elementary	10/30/2024

Management Certificated

~~1071120~~	~~Reinor~~	~~Eugene~~	~~Vice Principal II, Spec Asgn~~	~~Professional Development E St~~	~~12/20/2024~~
1071120	Reinor	Eugene	Principal II	Fort Miller Middle School	12/20/2024

Management Classified

1024336	Friesen	Deborah	Manager, Project (General)	Teacher Development	1/21/2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

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 Board workshop held February 05, 2025, and the regular meeting of the Board of Education held February 12, 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 

BOARD OF EDUCATION
BOARD WORKSHOP
2309 TULARE STREET
BOARD ROOM, 2ND FLOOR
FRESNO, CA 93721
fresnounified.org/board

MINUTES – BOARD OF EDUCATION BOARD WORKSHOP

Fresno, California
February 05, 2025
Fresno Unified School District, 2309 Tulare Street, Fresno, CA 93721.

At a workshop of the Board of Education of Fresno Unified School District, held on February 05, 2025, there were present Board Members Cazares, Jonasson Rosas, Thomas, Wittrup, and Board President Davis. Interim Superintendent Mao Misty Her was also present.

For the record, Board Members Islas and Levine participated from the teleconference locations as follows:

Member Islas: 2409 Merced Street, Suite 103, Fresno, CA 93721

Member Levine: 5200 Barton Avenue, 2nd Flr. Rm. 2135, Fresno, California 93740.

The meetings were open to the public and pursuant to Government Code Section 54953(B)(2), All action taken during the teleconferenced meeting was by roll call vote.

Board President Davis CONVENED the workshop at 12:03 p.m.

PLEDGE OF ALLEGIANCE

Ambra O'Connor led the Flag Salute.

PRESENT and DISCUSS Student Outcomes Focused Governance – Budget Alignment

Sue Deigaard with the Council of the Great City Schools presented and discussed how to effectively align a district budget to the Board's adopted goals and guardrails.

The objective of this workshop was for the Board to understand how to determine if a budget brought to the Board by the Superintendent has the Board's approved goals and guardrails as the first priority for resource allocation.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received zero (0) requests to address the Board during Unscheduled Oral Communications.

D. ADJOURNMENT

Board President Davis ADJOURNED the workshop at 2:29 p.m.

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
February 12, 2025
Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on February 12, 2025, there were present Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis. Interim Superintendent Mao Misty Her was also present.

Board President Davis CONVENED the Regular Board Meeting at 4:30 p.m.

For the record, Board Clerk Islas arrived at 4:37 p.m.

PLEDGE OF ALLEGIANCE

Bryan Wells led the Flag Salute.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received thirteen (13) requests to address the Board on Closed Session items. The individual's name with a summary of topic is as follows:

1. Jennifer Lee shared support for Designated Schools.
2. Drew Colburn shared Support for Designated Schools.
3. Claudia Silva shared support for Designated Schools.
4. Daniele Beall Larsen shared support for Designated Schools.
5. Ester Rojas Jasso shared support for Designated Schools.
6. Cathye Estes shared concerns related to teacher safety.
7. Jessica Cox shared support for Designated Schools.
8. Chrysann Johnston shared support for Designated Schools.
9. Maryan Rojas shared support for Designated Schools.
10. James Dunn shared support for teachers of schools feeding into Fresno High School.
11. A.J. Pipkin shared concern about the way Fresno Unified is managed.
12. Marina Santos shared support for Designated Schools.

13. Manuel Bonilla shared support for Designated Schools.

A. RECEIVE INFORMATION & REPORTS

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

Board President Davis ADJOURNED the Regular Board Meeting to Closed Session at 5:02 p.m.

For the record, Closed Session was extended to 6:25 p.m.

Board President Davis RECONVENED the meeting to Open Session at 6:28 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board acted in closed session to approve dismissal of a classified employee 1080055, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

- On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board acted in closed session to approve dismissal of a classified employee 1079643, by a vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

- On a motion by Board Member Cazares, seconded by Board Member Wittrup, the Board acted in closed session on a Workers' Compensation Settlement for Leticia Cervantes, Case No. 2016-0365, by a roll call vote of 6-1-0-0 as follows: AYES: Board Members Cazares, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis. NOES: Board Member Jonasson Rosas.

- On a motion by Board Member Thomas, seconded by Board Member Wittrup, the Board acted in closed session to deny the construction contract extra-work claim from Pacific Rim Painting due to lack of contract entitlement and to reenforce the District's Change Order numbers 1 and 2 regarding Bullard High School work, by a roll call vote of 0-0-0- as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

For the record, Clerk Islas 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.

For the record, President Davis requested the Board to entertain a motion to move, to the top of the agenda, item C-13, Approve Award of Request for Qualifications 25-18, Superintendent Search Firm.

On a motion by Board Member Thomas, seconded by Board Clerk Isas, the Board approved to move to the top of the agenda item C-13, Approve Award of Request for Qualifications 25-18, Superintendent Search Firm, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

For the record, there were no individuals for public comment on this item.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved agenda item C-13, Approve Award of Request for Qualifications 25-18, Superintendent Search Firm, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

B. CONFERENCE/DISCUSSION AGENDA

B-1, PRESENT and DISCUSS Superintendent Search Firm

For the record, the Board received zero (0) requests from the public to address agenda item B-1, Present and Discuss Superintendent Search Firm.

For the record, Board members had comments/questions pertaining to agenda item B-1, Present and Discuss Superintendent Search Firm. A summary is as follows:

Member Jonasson Rosas shared that the Board has been looking forward to this work.

For the record, Ben Johnson with McPherson & Jacobson, LLC presented to the Board.

B-2, **DISCUSS and ADOPT Search Screens and Exclusionary Criteria for Superintendent Search Process**

For the record, the Board received zero (0) requests from the public to address agenda item B-2, Discuss and Adopt Seach Screens and Exclusionary Criteria for Superintendent Search Process.

For the record, Board members had comments/questions pertaining to agenda item B-2, Discuss and Adopt Seach Screens and Exclusionary Criteria for Superintendent Search Process. A summary is as follows:

Member Jonasson Rosas requested to speak but comments were for the next agenda item.

Member Levine thanked the sub-committee for the time devoted to this work and commented on agreeing with the vast majority of the criteria.

Member Levine commented on not wanting to limit strong candidates that may not have specific experiences and suggested amendments to the exclusionary criteria as follows:

1. Candidate must hold a valid Administrative Service Credential or equivalent if from another state.
2. Candidate must have K-12 teaching experience and/or site administrative experience.
3. Candidate must have previous district level experience.
5. Candidate may not be a party to pending criminal litigation.

Member Levine suggested amendments to the screening questions as follows:

1. Please describe your experience with Student Outcomes Focused Governance. How does SOFG compare to the governance model used in your district?

5. Describe your experience working directly with labor unions during a contentious time that required you to work together on behalf of students. How did you approach this situation?

For the record, Ambra O'Connor was available to provide clarity.

On a motion by Board Member Levine, seconded by Board Member Jonasson Rosas, the Board approved agenda item B-2, Discuss and Adopt Seach Screens and Exclusionary Criteria for Superintendent Search Process with the aforementioned amendments by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

B-3, **DISCUSS and APPROVE SUPERINTENDENT POSITION DESCRIPTION**

For the record, the Board received zero (0) requests from the public to address agenda item B-3, Discuss and Approve Superintendent Position Description.

For the record, Board members had comments/questions pertaining to agenda item B-3, Discuss and Approve Superintendent Position Description. A summary is as follows:

Member Jonasson Rosas suggested an amendment to the superintendent position description as follows: the superintendent's evaluation will be based on accomplishing the goals while honoring the guardrails. Member Jonasson Rosas commented that the candidates should know that their evaluation will be based on the goals and guardrails listed in the position description.

Member Jonasson Rosas referenced Question 9) What is your experience and comfort level with interviews via radio, television, and newspaper; and suggested a question be added requesting candidates to provide evidence of improved student outcomes from their previous role to support their experience.

Member Jonasson Rosas commented that brevity and conciseness is a friend and requested that a limited word count of 200 be applied to each question for candidate response.

For the record, Ambra O'Connor was available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, the Board approved agenda item B-3, Discuss and Approve Superintendent Position Description with the aforementioned amendments. by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

B-4, **HOLD a Public Hearing and Approve the Sierra Charter School Charter Renewal Petition, and ADOPT Resolution No. 25-31, Certifying Approval of the Renewal Petition**

For the record, Board President Davis opened the public hearing at 6:58 p.m.

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

For the record, Board members had comments/questions pertaining to agenda item B-4, HOLD Public Hearing and Approve the Sierra Charter School Charter Renewal Petition, and ADOPT Resolution No. 25-31, Certifying Approval of the Renewal Petition. A summary is as follows:

Member Jonasson Rosas thanked staff of Sierra Charter School for the invite and tour the campus.

Member Levine thanked Sierra Charter staff for following up to questions from the previous Board meeting. Member Levine commented that due to the mathematics scores at Sierra Charter he would not vote in favor of renewing the petition.

For the record, Board President Davis closed the public hearing at 6:58 p.m.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board approved agenda item B-4, HOLD Public Hearing and APPROVE the Sierra Charter School Charter Renewal Petition, and ADOPT Resolution No. 25-31, Certifying Approval of the Renewal Petition by a roll call vote of 5-2-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Thomas, Wittrup, and Board President Davis. NOES: Board Clerk Islas, and Board Member Levine.

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 Member Thomas, seconded by Board Member Cazares, the Board approved the Consent Agenda with the exception of agenda item C-20 by a vote of 7-0-0-0, as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis.

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-1, APPROVE Personnel List
APPROVED as recommended, the Personnel List, Appendix A, as submitted.

C-2, ADOPT Findings of Fact and Recommendations of District Administrative Board
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 January 22, 2025.

C-3, APPROVE Meeting Minutes
APPROVED as recommended, draft minutes for January 22, 2025, regular meeting of the Board of Education.

C-4, ADOPT Resolution No. 25-51, Reaffirming the Month of February 2025 as African American History Month
ADOPTED as recommended, Resolution No. 25-51, Reaffirming the Month of February 2025 as African American History Month.

C-5, ADOPT Provisional Internship Permits
ADOPTED as recommended, Provisional Internship Permit recommendations to rehire or hire teachers for the 2024/25 school year due to hard-to-fill credential positions.

C-6, ADOPT Waiver Request for Kiza Kelsy Franco
ADOPTED as recommended, a waiver request for Kiza Kelsey Franco to serve as an Adapted Physical Education teacher at Rata.

C-7, ADOPT Variable Term Waiver Requests for Bilingual Cross-Cultural Language and Development Authorization
ADOPTED as recommended, Variable Term Waiver requests for the Bilingual Cross-Cultural Language and Development Authorization for the 2024/25 school year.

C-8, APPROVE Agreement with the Department of the Air Forces and Duncan Polytechnical High School
APPROVED as recommended, a five-year agreement between the Department of the Air Force and Duncan Polytechnical High School. This agreement will allow the Department of the Air Force to continue to operate an Air Force Junior Reserve Officers' Training Corps (ARJROTC) program on campus, starting July 2025 through June 2030.

C-9, APPROVE Agreement with the Department of General Services/Office of Administrative Hearings

APPROVED as recommended, an agreement with the Department of General Services/Office of Administrative Hearings (OAH). The request is to renew the five-year contract in the amount of $48,000 to account for services of Administrative Law Judges, and case management for the purpose of mediation and conducting dismissal hearings pursuant to Government Code Section 27727.

C-10, APPROVE Agreement with Learning Genie

APPROVED as recommended, an agreement with Learning Genie to provide a three-year subscription software license to the Early Learning Department to continue to utilize the mobile and web-based online platform.

C-11, APPROVE Agreement with Outfront Media

APPROVED as recommended, an agreement with Outfront Media to provide billboard advertisement for Fresno Unified Career Technical Education (CTE) programs and pathways. This agreement aims to raise awareness of the various CTE pathways and programs available to students within Fresno Unified, with the goal of increasing enrollment in CTE courses and encouraging participation in CTE student organizations.

C-12, APPROVE a Purchase and Sale Agreement with the City of Fresno and AUTHORIZE the Interim Superintendent or Designees to Sign the Agreement and Related Easement Deed

APPROVED as recommended, information regarding the City of Fresno Installation of a High-Intensity activated crosswalk (HAWK) Traffic Signal at Chestnut and Weldon Avenues adjacent to Ericson Elementary School.

C-13, APPROVE Award of Request for Qualifications 25-18, Superintendent Search Firm

APPROVED as recommended, information on Request for Qualifications 25-23, to qualify a pool of firms to complete a national superintendent search. The term is a one-year period with the option to renew for four one-year periods and will begin February 13, 2025.

C-14, DENY Claim GL18-0129-381

DENIED as recommended, a claim for Damages by Worldwide Aircraft Services, Inc. d/b/a Jet ICU, claim GL18-0129-381.

C-15, DENY Claim GL24-0112-11903

DENIED as recommended, a claim for Damages by Jacob Westfall, Claim GL24-0112-11903.

C-16, RATIFIY Grant Applications for the After School Education and Safety Program Renewal

RATIFIED as recommended, grant applications for renewal and new funding through the California Department of Education.

C-17, RATIFY Change Orders

RATIFIED as recommended, information on Change Orders for projects is as follows:

Bid 22-21, Francine and Murray Farber Educational Campus Change Order 14 presented for ratification: $331,363.

RFQP 23-12A, Design Build Services for the Multi-Site Heating, Ventilation, and Air Conditioning Design & Replacement Project (Elementary and Secondary School Emergency Relief III Federal Fund) Change Order 1 (Phase III) presented for ratification: $-2,826,671 Change Order 2 (Phase III) presented for ratification: $-166,906 Change Order 1 (Phase IV) presented for ratification: $-2,746,283 Change Order 2 (Phase IV) presented for ratification: $-113,150.

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization Change Order 6 presented for ratification: $68,368.

Bid 24-31, Bullard High School Gyms Heating, Ventilation, and Air Conditioning Improvement Project Change Order 1 presented for ratification: $92,691.

Bid 24-49 Sections A, B, C, and D, Multipurpose Room Audio/Visual Upgrades at Various Sites Change Order 1 (Section A) presented for ratification: $2,282 Change Order 1 (Section B) presented for ratification: $1,021 Change Order 1 (Section C) presented for ratification: $2,569 Change Order 1 (Section D) presented for ratification (days only): $0.

Bid 24-82, Heaton Elementary School Confidential Space Installation Change Order 1 presented for ratification: $10,124.

Bid 24-87, Gaston Middle School Sitework and Portable Improvement Change Order 4 presented for ratification: $-24,885.

C-18, RATIFY the Filing of Notices of Completion

RATIFIED as recommended, Notices of Completion for projects which have been completed according to plans and specifications as follows:

Bid 21-10, Ewing Elementary School Early Learning Building and Parking Lot Improvements.

Bid 22-21, Francine and Murray Farber Educational Campus.

Bid 24-96 Sections A, B, and C, King and Lincoln Elementary Schools and Cesar Chavez Adult School Playground Equipment Replacement.

C-19, RATIFY November Purchase Orders – Primary Report
RATIFIED as recommended, information on purchase orders from November 01, 2024, through November 20, 2024.

C-20, RATIFY November Purchase Orders – Supplemental Report
RATIFIED as recommended, information on purchase orders from November 01, 2024, through November 20, 2024.

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

> "Agenda item C-20 on tonight's Consent Agenda, contains purchase orders between Fresno Unified School District and, CSUF Association Food Services, and Fresno State University. I am employed by Fresno State.
>
> Additionally, item C-20 contains purchase orders with the Fresno County Economic Opportunities Commission and Fresno County EOC/Food Service. 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 Clerk Islas, seconded by Board Member Jonasson Rosas, the Board approved agenda item C-20, by a vote of 6-0-1-0 as follows: Board Members Cazares, Jonasson Rosas, Thomas, Wittrup, Clerk Islas, and Board President Davis. ABSTENTIONS: Board Member Levine.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received seventeen (17) requests to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

1. Carlos Fonseca ceded time to Elva Fonseca.
2. Elva Fonseca shared concerns related to the school bus safety rodeo.
3. David Alvarez shared concerns related to comments made by a district

teacher.

4. Ashley Rojas shared concerns related to comments made by a district teacher.
5. Daisy Camacho shared concerns related to comments made by a district teacher.
6. Ash Montemayor shared concerns related to comments made by a teacher.
7. Stacy Williams read a student statement sharing concerns related to comments made by a teacher.
8. Mel read a student statement sharing concerns related to comments made by a teacher and a request that teacher be no longer employed by Fresno Unified School District.
9. Eris read a student statement sharing concerns related to comments made by a teacher.
10. Diego Rivera read a student statement sharing concerns related to immigrant and mixed status families.
11. Danny Aranda was not present when called to the podium.
12. Miguel played an excerpt from cell phone related to immigration.
13. Vale spoke in Spanish for language equality.
14. Alfredo Gonzalez shared concerns related to comments made by a district teacher.
15. Alex Ramos-O'Casey asked the Board to remember three words, accountability, care, and prevention and shared concerns related to comments made by a district teacher.
16. Kelli Parks shared support for First Student.
17. Jacole Paul shared support for First Student.
18. Jeremy Higgins shared support for First Student.
19. Michael Seley shared concerns related to comments made by a district teacher and in support of First Student bus drivers.

For the record, at this time, Board Clerk Islas took a moment of privilege to acknowledge students from McLane and Duncan who walked out of class to express their concerns related to treatment of the immigrant community.

Clerk Islas commented on being inspired and proud of students as they exercised their civil rights in a peaceful demonstration wanting to be the voice and representation for their community.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 7:39 p.m.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: ADOPT

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Adopt Provisional Internship Permits

ITEM DESCRIPTION: Included for board consideration are Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board adoption.

Site principals recommended to Human Resources that the following teachers be rehired or hired in their positions in 2024/25 due to hard-to-fill credential positions. These individuals are all working toward completing the required classes/exams by the end of 2025/26 school year.

Included for Board consideration and adoption are the recommended PIP hires:

Name	Site	Subject
Thaddeus Gooch	Ahwahnee Middle School	Special Education Extensive Support Needs (ESN)
Kaltun Gass	Lowell Elementary	Special Education Mild/Moderate Support Needs (MMSN), Extensive Support Needs (ESN) and Early Childhood (ER)

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

PREPARED BY: Annarita Howell, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: 559-457-3713,

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Agreement with BMI Audits

ITEM DESCRIPTION: Included in the Board materials is an agreement with BMI to provide dependent eligibility review services related to the district's health plan.

The services provided by BMI allow for the collection and verification of information from health plan dependents to ensure each dependent meets the eligibility requirements for coverage under the district's employee health care plan.

The recommendation to approve the agreement with BMI results from a comprehensive Request for Proposal conducted by the Joint Health Management Board (JHMB). The JHMB's operational plan calls for a dependent eligibility review every 3-5 years, with the last review conducted in 2017. The COVID pandemic postponed the timeline as JHMB didn't want to disrupt services during this time.

The agreement is from February 01, 2025, through June 30, 2026. The fee for services is approximately $17.50 per household for an estimated audit fee of $156,250. BMI guarantees a return on investment equal to or greater than the professional fees charged. Otherwise, professional fees will be adjusted to equal the calculated savings.

These services align with the JHMB's established goals and responsibilities for providing high-quality health care to active employees and retirees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $156,250 are available in the Internal Health Service Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen



2309 Tulare Street,
Fresno, CA 93721
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Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 232187

Federal Funding Will Not Be Used

Bmi Dependent Audits	***100 E. Wayne Street, Suite 400 South Bend, In 46601***
Vendor Name	***Address***
8008267041 x 122	**Robert Temples**
Phone Number	***Vendor Contact***
Term (Duration) From: 2/1/2025	**Through: 6/30/2026**
FUSD Contract Administrator: Steven.Shubin@fresnounified.org	**Benefits & Risk Management**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **670 0841 0880 5899 0000 6000**

Contract Amount: $156,250.00 **Estimated**

Scope of Work Summary: *The* Services *Provided By Bmi Allow For The Collection And Verification Of Information From Health Plan Dependents To Ensure Each Dependent Meets The Eligibility Requirements For Coverage Under The District'S Employee Health Care Plan.*

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:** Steve Shubin

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

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

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

Please return signed agreement back to (name/email) : Christina.Everitt@Fresnounified.Org

Routing: Board Date(if applicable): 2/26/2025

Procurement Detail *Benefits |*

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DEPENDENT ELIGIBILITY SERVICES AGREEMENT

THIS AGREEMENT is made as of February 1, 2025, between **FRESNO UNIFIED SCHOOL DISTRICT** ("Client") and **BMI AUDIT SERVICES, LLC** ("Company").

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Services.** Company agrees to perform for Client the Scope of Services ("Services") described in Attachment A hereto, which is incorporated fully herein by this reference. The order or sequence in which the work is to be performed shall be under the control of Company. All materials used in providing the Services shall be provided by Company. Company will notify Client as soon as possible in advance of any planned system changes that would impact performance of work as outlined.
2. **Payment for Services.** Client, or its representative, agrees to pay Company for Services in accordance with the Fees described in Attachment A. Client, or its representative, shall pay Company the amounts agreed to herein within 30 days of invoices from Company.

Billing Contact Information:
Attn: Vanessa Seely
Email: vanessa.seely@fresnounified.org
Phone: 559-457-3636
Address: 2309 Tulare Street, Fresno, CA 93721

3. **Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of Such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming. Company hereby acknowledges that during the performance of this Agreement, the Company may learn or receive confidential Client information and therefore Company hereby confirms that all such information relating to the Client's business will be kept confidential by the Company. Company and Client further agree to comply with the terms and conditions of the Business Associate Agreement executed by the parties.
4. **Staff.** Company is an independent contractor and neither Company nor Company's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Company for Services and Company reserves the right to determine the method, manner, means and staff by which the Services will be performed. The Services shall be performed by Company or Company's staff, and Client shall not be required to hire, supervise, or pay any assistants to help Company who performs the Services under this Agreement. Company shall not be required to devote Company's full time nor the full time of Company's staff to the performance of the Services required hereunder, and the parties acknowledge that Company has other clients and Company offers services to the public. Client shall not provide any insurance coverage of

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any kind for Company or Company's staff; Company shall take appropriate measures to ensure that Company's staff is competent and that they do not breach Section 3 hereof.

5. **Termination.** Either party may terminate the Agreement for any reason with ninety (90) days written notice. In the event of termination prior to completion, Company shall be entitled to payment for the portion of the Services performed prior to the date of termination.

6. **Indemnification.**

   6.1 Company Indemnification of Client. Except as otherwise provided in this Agreement, and subject to the limitation of liability set forth in Section 7.3, Company, to the extent allowable by law, shall indemnify, defend, and hold harmless Client and its officers and employees from and against all damage, costs, loss, expenses and liability, including but not limited to reasonable attorneys' fees and court costs (collectively "Losses"), that Client may suffer or incur to the extent that such Losses are directly caused by the failure of Company to perform the Services in accordance with the terms and conditions of this Agreement and applicable federal, state, and local laws. Company shall have no obligation to indemnify, defend, or hold harmless Client in the event that such Losses result from the inaccuracy or incompleteness of any information or documents provided or required to be provided by Client pursuant to the terms and conditions of this Agreement or the acts or omissions of the Client or its agents and employees.

   6.2 Client Indemnification of Company. Except as otherwise provided in this Agreement, Client shall indemnify, defend, and hold harmless Company and its officers and employees from all Losses that Company may suffer or incur to the extent that such Losses are caused by the inaccuracy or incompleteness of any information or documentation provided or required to be provided by Client and/or Client's representative pursuant to the terms and conditions of this Agreement or the acts or omissions of the Client or its agents and employees.

7. **Warranty; Disclaimer; Limitation of Liability.**

   7.1 Limited Warranty; Remedies. Company will not be liable for any injury resulting from errors, omissions, negligent, or other wrongful acts of any employee of Client or its affiliates. Company warrants that it will perform the Services in a professional manner using personnel of commercially reasonable skill, experience, and qualifications. Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty will be Company using commercially reasonable efforts to promptly correct such breach. Client is required to assert any claim under this Section in writing within ninety (90) days after the performance of the applicable Services.

   7.2 DISCLAIMER OF WARRANTIES. EXCEPT AS PROVIDED IN SECTION 7.1, COMPANY MAKES NO WARRANTIES AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR WARRANTY THAT ALL DETERMINATIONS MADE BY COMPANY ARE ACCURATE AS SUCH DETERMINATIONS ARE BASED UPON INFORMATION PROVIDED BY CLIENT AND/OR THEIR REPRESENTATIVE.

   7.3 LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, (A) IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, TO THIRD PARTIES); (B) IN NO EVENT WILL COMPANY BE

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LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR INACCURATE PAYMENTS MADE BY CLIENT UNDER ANY CIRCUMSTANCES; AND (C) COMPANY'S LIABILITY TO CLIENT AND ITS AGENTS UNDER THIS AGREEMENT OR WITH RESPECT TO THE SERVICES PERFORMED OR MATERIALS FURNISHED HEREUNDER (WHETHER UNDER CONTRACT, TORT, OR ANY OTHER THEORY OF LAW) SHALL IN NO EVENT EXCEED THE BILLED VALUE OF THE SERVICES TO WHICH SUCH CLAIM RELATES. THE FOREGOING LIMITATIONS OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Company by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. Notwithstanding anything to the contrary, the parties shall be bound by the terms and conditions set forth in the Business Associate Agreement entered into between the parties.

9. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Exclusive jurisdiction over and venue of any suit arising out of or relating to this Agreement will be in the state and federal courts of Fresno County, California.

10. **Additional Work and Modification.** Company and Client must agree in writing upon any services requested by Client, but not included in Attachment A. Company will review requested services and if agreed upon, submit an amendment for Client to approve prior to the performance of the requested additional services by Company. Additional work and modifications to Services in Attachment A may impact Professional Fees and timelines. Furthermore, this Agreement may be amended only by a subsequent written agreement signed by both parties and specifically reciting that it is an amendment to this Agreement.

11. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, successors, and assigns. Either party may assign any of its rights and delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of such party's assets without the other party's consent.

12. **Miscellaneous.**

12.1 Legal Counsel. All parties hereto have been given the opportunity to consult with counsel and other advisors of their choice.

12.2 Binding Agreement. All parties knowingly, voluntarily and without duress, coercion, unlawful restraint, intimidation or compulsion, enter into this Agreement. The Client and the Company acknowledge they have entered into the Fresno Unified School District Contract Routing Form ("Routing Form"). Any differences between this Agreement and the Routing Form, the terms of the Routing Form shall prevail.

12.3 Construction. This Agreement will be construed as to its fair meaning and not strictly for or against any party.

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12.4 Captions. The section headings to this Agreement are for reference only and do not in any way define, limit or describe the scope or intent of, or otherwise effect, this Agreement or any part hereof.

12.5 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, or any other cause beyond the reasonable control of such party.

12.6 Severability. This Agreement shall be construed to be in accordance with federal and state statutes and regulations. If any provision of this Agreement is found to be wholly or partially invalid, illegal or unenforceable under any applicable statute or rule of law, then such provision or part thereof shall be deemed omitted, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.7 Third-Party Beneficiary. This is an agreement between Company and Client. Except as specifically provided in this Agreement, Client does not intend to create in any third party, including without limitation any payor, patient, enrollee, vendor, subcontractor or other party other than Client, any right to enforce this Agreement or to collect for Losses under this Agreement.

12.8 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.9 Expiration of Services Offered. Company reserves the right to make changes to Services and Professional fees described in Attachment A if this Agreement is not fully executed within sixty (60) days of the date first shared by Company directly to Client or Client's representative. Company shall issue a revised Agreement only if changes are made by Company after sixty (60) days, otherwise the Agreement and services offered shall remain in effect until signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

Approvals:

BMI AUDIT SERVICES, LLC SIGN HERE	**FRESNO UNIFIED SCHOOL DISTRICT**
(Company)	(Client)
Robert Temples	
SIGNATURE	SIGNATURE
Robert Temples	Patrick Jensen
PRINT NAME	PRINT NAME
Director, Operations	Chief Financial Officer
TITLE	TITLE
12/9/2024	
DATE	DATE

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management
Feb 14, 2025

Date

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ATTACHMENT A

1. Scope of Services. Specific to this Agreement, Company will provide the following Services for Client.

Setup and Implementation

Coverage(s) included:	Medical☒	Dental☒	Vision☒	
Spousal Carve-out:	Medical☐	Dental☐	Vision☐	N/A☒
Spousal Surcharge:	Medical☐	Dental☐	Vision☐	N/A☒

- Client and/or its representative will provide to Company information relative to eligibility records maintained as follows:

1. One enrollment file adhering to Company's enrollment file layout containing all employees and their dependents eligible to receive benefits at the time of the audit. Company will accept the file either from Client and/or administrator(s) responsible for administering the coverage(s) included.
2. Record layouts and data descriptions appropriate to all pertinent files and records.
3. All current published plan documentation including Summary Plan Description(s) (SPD(s)), plan amendments, and any other correspondence or directives prepared for the purpose of interpreting and/or clarifying plan eligibility for the plan(s) included in the audit.

Planning Phase

- After receiving the necessary materials and prior to commencing any audit functions, Company will hold one (1) "kick-off call" with all pertinent Client personnel. The objectives of the call will be to recognize the roles of each individual involved, determine the proper communication channels, review all steps of the audit, review a timeline, provide standard communication templates and obtain a full and complete understanding of the dependent eligibility criteria for Client' health benefit plan(s) to be included in the audit.
- Company's standard communications to employees must be approved by all parties at least five (5) business days before the first mailing date all as determined and agreed upon following the creation of the audit's timeline.
- Client shall provide Company a copy of any internal communication notices sent to employees at any time during the audit at least three (3) business days in advance of distribution to allow for proper planning of customer service that could be required.

Initial Mailing (Phase 1)

- Company will produce an "Initial Mailing", consisting of a letter and form that will be mailed to all employees who have enrolled at least one dependent identified in the enrollment file provided by Client. If a spousal carve-out or surcharge is included, an additional form will be included. The mailing will advise employees included in the audit of eligibility requirements for the plan(s), a close of audit date, ask questions pertaining to the plan(s) requirements, and request documentation specific to each

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dependent. The letter will assist the employee in understanding how to obtain replacement documents if needed. The employee will be asked to upload, fax or mail the required information to Company. Employees will have no longer than four (4) weeks to respond.

- If Company does not receive all requested documentation, Company will send hard copy follow-up requests referred to as an "Incomplete Letter", indicating the member-specific missing or incomplete documentation and deadline for submission. Alternatively, if employees have signed up for paperless communications via web portal, then an email will be sent directing them to the portal for this same information.

Reminder Mailing (Phase 2)

- Five (5) business days after the end of Phase 1, Company will produce an "Reminder Mailing" to be mailed to all employees in the audit who have not responded or have at least one dependent who is incomplete. The mailing will include applicable forms and/or an employee specific "Incomplete Letter" requesting all documentation specific to each dependent that is necessary for Company to complete its verification review. The employee will be asked to upload, fax or mail the required information to Company. Employees will have no longer than three (3) weeks to respond.
- If Company does not receive all requested documentation, Company will send hard copy follow-up requests referred to as an "Incomplete Letter", indicating the member-specific missing or incomplete documentation and deadline for submission. Alternatively, if employees have signed up for paperless communications via web portal, then an email will be sent directing them to the portal for this same information.

Final Mailing & Appeals (Phase 3)

- Five (5) business days after the end of Phase 2, Company will produce a "Final Mailing & Appeals" consisting of a letter to be mailed to all employees in the audit who have not responded or have at least one dependent whose eligibility verification is incomplete. The letter will advise the employee that the deadline has passed and that unless they take immediate action by a specified appeals date, benefits for their dependents will be dropped on a stated date/time. Employees will have no longer than three (3) weeks to respond. The mailing will include a copy of applicable forms and/or a member specific "Incomplete Letter" requesting all documentation specific to each dependent that is necessary for Company to complete its verification review. The mailing will instruct the employee to upload, fax or mail the required information to Company. Company will continue to process all documents received up to five (5) business days after the appeal deadline.

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Call Center Operations

- Company's correspondence will refer to Company's Call Center for additional support and guidance. Features of Company's U.S.-based Call Center include:
    - A toll-free telephone line will be staffed during extended business hours (Mondays – Thursdays 8:00 AM to 7:00 PM Eastern Time; Fridays 8:00 AM to 5:00 PM Eastern Time) and supported by a third-party live language translation service. After hours, Company supports 24/7 voice messaging and the ability to track all in-bound and out-bound messaging. Voicemails are returned within one (1) business day. All identified calls will be logged by date, time, and Call-Center team initials. Calls can be recorded if needed. The Call Center will be closed for Company holidays or staff meetings.

Web Portals

- All mailings and follow-up correspondence will refer to Company's employee portal for additional support and guidance. The employee portal will allow employees to:
    - Upload their dependent eligibility verification documents directly to the Company dependent eligibility processing center.
    - Download forms and letters
    - Determine the overall status of their audit in real time.
    - View detailed explanations and guidance on how to complete the audit if their status is "Incomplete" or "No Response".
    - Confirm dates documents were sent or received.
    - Access FAQs with answers.
    - Review privacy and security policies.
    - Resources for those who may be losing coverage as a result of the audit.
- Company will provide key contacts at Client an employer web portal that will contain an area for its sole access and use for management of its audit. Specified users, with permission levels set by Client, can log in to view and download reports. In addition, Client can upload revisions to audit communication documents where applicable.

Verification & Document Processing

- All incoming portal uploads, faxes, mail and emails will be captured in Company's document management system. In addition, documents received that contain Company's unique family barcode will automatically be assigned to the corresponding employee record while also providing real-time document receipt status on our web portal. Company handles all mail returns and address updates. All changes and updates logged throughout the audit and are reported to Client on a periodic basis.
- Documentation submitted by employees will be reviewed by Company to determine completeness of the submission. Processing of documentation will cease following the close of audit date, but attached to the employee's record. Company will not assume any responsibility or liability associated with the receipt of falsified or altered documents. Documentation supplied by employees will be presumed to be authentic. If a question as to an item's validity is raised by Company, it will be shared with Client for a determination.

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- Following the end of the Final Mailing & Appeals (Phase 3) ("close of audit date"), Client may elect to have Company provide them with electronic copies of all documents received during the course of the audit. Each document file name will be labeled to include the employee unique ID, last name, first name and document number. The document copies will be uploaded in the same format they were received.
- Documentation stored electronically in Company's systems shall be kept for a period of up to six (6) months from the close of audit date. After six (6) months, electronic data will be securely purged from our systems.
- Company will securely destroy all collected hard copy documentation on a monthly basis for any documents older than 150 days from the date scanned.

Reporting

- Reports will be available to Client on a weekly basis during Initial Mailing (Phase 1) through Final Mailing (Phase 3). The report contains details of each employee and their dependent's status in the audit. After the Final Mailing (Phase 3) is completed, reporting will indicate the final status of each employee and their dependent(s) included in the audit. An Executive report will also be provided after the conclusion of the Final Mailing (Phase 3). Client will make the final determination of any action to be taken as a result of the audit findings.

2. Fees. Client agrees to pay Company professional fees ("Fees") equal to the lesser of the Flat Fee or the Calculated Savings whether or not Client actually removes those dependents from benefits coverage.

"Calculated Savings" is defined as the number of non-verified dependents included in the Executive Report multiplied by $5,000, whether or not the plan sponsor actually removes those dependents from benefits coverage. Sources of non-verified dependents include, but are not limited to those who do not prove that they meet the plan's eligibility requirements, voluntary withdrawals during an amnesty period, dependents for whom the associated subscriber fails to submit all documentation requested, and dependents whose audit status is suspended by the plan sponsor during the audit. Calculated Savings do not include dependents suspended due to employee termination or death.

"Flat Fee" is defined as $155,500, assuming 8,800 (FUSD: need to provide actual number) households with dependents subject to the audit ("Expected Number"). If the number of such households varies by +/- 2% from the Expected Number, the Flat Fee will be adjusted up or down in the amount of $17.50 for each household with dependents subject to the audit that is more or less than the Expected Number.

3. Savings Guarantee. Subject to the provisions described here within, Company guarantees that Client will realize Calculated Savings equal to three (3) times the Fees stated in this Agreement or $466,500 ($155,500 multiplied by 3). At an assumed annualized savings of $5,000 per non-verified dependent, the number of non-verified dependents must equal 94. If the actual number of non-verified dependents shown in the Company's final report is fewer than 94, the Company will refund to the Client an amount equal to ((94 minus the actual number of non-verified dependents) multiplied by $5,000)). The refund shall not exceed $155,500. Company's guarantee does not apply to any audit scope other than the scope of services described within this agreement.

Docusign Envelope ID: 88178BC5-5DC7-481E-A08C-B5EB3C80A8C6

As a condition of receiving this structure for Fees, (i) Client represents and warrants that as a plan sponsor it has not conducted a dependent eligibility audit or otherwise taken systemic action to remove ineligible dependents from its health benefit plan(s) within the last twenty-four months and (ii) Client must have more than 100 employees with dependents subject to the audit.

4. Deposit; Invoice. The Fees will be due as follows: (Estimates will change based on actual number of households, including part time for dental/vision)

All services including printing, phones, fax, and postage:	$ 155,500.00
Invoicing Schedule	
a) Due within 30 days after fully-executing this Agreement and before the Initial Mailing:	$ 77,750.00
b) Due within 30 days after the Initial Mailing:	$ 62,200.00
c) Due within 30 days after release of Executive Report:	$ 15,550.00

Additional fees for handling multiple files and/or formats or requests for reports or extra calls from Client or Client's representative beyond Company's standard scope of services may apply, provided Client approves such fees in writing in advance.

Should any amount owed remain unpaid for more than thirty (30) days, interest shall accrue on all unpaid amounts at a rate of 1.5% per month. Company shall be relieved of all obligations to provide services during any period in which payments are delinquent. All project activities are subject to change and will be revised at Company's sole discretion based upon the nature of the delinquent payment(s).

Docusign Envelope ID: 88178BC5-5DC7-481E-A08C-B5EB3C80A8C6

5. Performance Guarantee. Subject to the provisions described here within, Company offers the following guarantees to Client with up to 10% of fees at risk for failing to meet the defined goals.

- 2% of overall Fees at risk for accuracy of documents processed: 99% of documents received will be processed accurately as determined by any changes required after the final weekly report is provided after the close of audit date.
- 2% of overall Fees at risk for timeliness of documents processed: On average, inbound documents (physical or electronic) will be processed within 3 business days based on the receipt date for each item.
- 2% of overall Fees at risk for call center answering: On average, all calls will be answered within 45 seconds.
- 2% of overall Fees at risk for email inquiry responses: On average, inbound email inquiries from employees will be responded to within 2 business days based on the recorded date/time for each inquiry.
- 2% of overall Fees at risk for web-portal availability: Excluding any planned maintenance, the employee web portal will be available 99% of the time.

6. Expenses. All postage, printing, phone, fax, expenses will be the responsibility of Company.

Docusign Envelope ID: 88178BC5-5DC7-481E-A08C-B5EB3C80A8C6

Business Associate Addendum

This Business Associate Addendum ("Addendum"), effective **February 1, 2025,** regardless of the date executed, is incorporated into and made part of the Dependent Eligibility Services Agreement ("Agreement") by and between the Fresno Unified School District Employee Health Care Plan ("Covered Entity") and BMI Audit Services, LLC ("Business Associate") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all Definitions:

The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Access, Data Aggregation, Designated Record Set, Disclosure, Electronic Health Record, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, HITECH Act, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Protected Health Information (PHI), Required By Law, Secretary, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.

(b) Breach. Shall mean the unauthorized acquisition, Access, Use, or Disclosure of Unsecured PHI that compromises the security or privacy of such information. A Breach shall not include: (1) any unintentional acquisition, Access, or Use of PHI by a Workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, Access, or Use was made in good faith and within the scope of authority, and the PHI was not further acquired, Accessed, Used, or Disclosed; (2) any inadvertent Disclosure by a person who is authorized to access PHI at Covered Entity or Business Associate to another person authorized to Access PHI at the same entity, or at an organized health care arrangement in which Covered Entity participates, and the information received as a result of such disclosure is not further acquired, Accessed, Used, or Disclosed; or (3) a Disclosure of PHI where Covered Entity has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information

(c) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean BMI Audit Services, LLC.

(d) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean the Fresno Unified School District Employee Health Care Plan.

(e) Successful Security Incident. "Successful Security Incident" shall mean a Security Incident that results in the unauthorized Access, Use, Disclosure, modification, or destruction of PHI.

(f) Unsuccessful Security Incident. "Unsuccessful Security Incident" shall mean a Security Incident that does not result in unauthorized Access, Use, Disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).

Docusign Envelope ID: 88178BC5-5DC7-481E-A08C-B5EB3C80A8C6

(g) Workforce. Shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity or Business Associate, are under the direct control of such entity, whether or not they are paid by Covered Entity or Business Associate.

II. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by HIPAA, as amended by the HITECH Act, this Addendum, and in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) or as Required By Law. Business Associate also agrees to be familiar with and to comply with any more stringent state laws that may apply to the Use or Disclosure of PHI.

(b) Business Associate agrees to comply with the requirements of the Security Rule, and to implement and use appropriate administrative, physical and technical safeguards to:

(i) Per the HITECH Act, 42 U.S.C. § 17931, comply with the Security Rule requirements set forth in 45 C.F.R. §§ 164.306, 164.308, 164.310, 164.312, and 164.316;

(ii) Prevent Use or Disclosure of PHI other than as permitted or required by this Addendum; and

(iii) Reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity.

(c) The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Unsuccessful Security Incidents. The foregoing notwithstanding, Business Associate shall, upon Covered Entity's written request, report to Covered Entity Unsuccessful Security Incidents in accordance with the reporting requirements herein. For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that: (a) identifies the categories of Unsuccessful Security Incidents; (b) indicates whether Business Associate believes its current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts; and (c) if the security measures are not adequate, Business Associate will implement to address the security inadequacies.

(d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI and ePHI by Business Associate in violation of the requirements of this Addendum.

(e) Business Associate shall use best efforts to secure PHI to make it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h), and any regulation implemented thereunder.

Docusign Envelope ID: 88178BC5-5DC7-481E-A08C-B5EB3C80A8C6

(f) Business Associate agrees to, without unreasonable delay, and in no case later than forty-eight (48) hours of its awareness, report in writing to Covered Entity:

(i) Any Successful Security Incident not provided for by this Agreement of which it becomes aware in accordance with 45 C.F.R. § 164.504(e)(2)(ii)(C); and/or

(ii) Any Successful Security Incident or Breach of Unsecured PHI of which Business Associate becomes aware in accordance with 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. § 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b).

(g) Business Associate shall develop policies and procedures to both detect and report Breaches of PHI to Business Associate. Copies of such policies and procedures shall be made available to Covered Entity upon Covered Entity's request.

(h) Business Associate shall, following the discovery of a Breach or any potential Breach of PHI, notify Covered Entity of such Breach or potential Breach (collectively "Breach").

(i) Business Associate shall provide initial notice of the Breach no later than forty-eight (48) hours after the discovery of the Breach. A Breach shall be treated as discovered as of the first day on which the Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate.

(ii) The initial notice shall include, to the extent possible, the identification of each Individual whose PHI has been, or is reasonably believed by the Business Associate to have been, Accessed, Acquired, or Disclosed during such Breach. Business Associate shall make best efforts to collect and provide to Covered Entity as soon as possible any such information that Business Associate is unable to provide in the initial notice.

(iii) Business Associate shall, following notification to Covered Entity of a Breach of PHI, cooperate with Covered Entity in providing any and all information required for Covered Entity to comply with the Breach notification provisions of HITECH (42 U.S.C. § 17932), the implementing regulations set forth in Subpart D of the Privacy Rule (45 C.F.R. § 164.400 *et seq*.), any other state or federal applicable breach notification laws and regulations, and any other breach notification or obligation that may apply.

(iv) To the extent that Business Associate (or any of its Subcontractors or agents) is responsible for the occurrence of a Breach, Business Associate shall be responsible for any and all costs and expenses associated with the notification and mitigation of the Breach, whether implemented by Business Associate or Covered Entity.

Docusign Envelope ID: 88178BC5-5DC7-481E-A08C-B5EB3C80A8C6

(i) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a Subcontractor or agent, it shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

(j) Business Associate agrees to provide Covered Entity, or its designated agent, during regular business hours, with access to the records of Business Associate for the purpose of conducting Privacy Rule and Security Rule compliance audits or for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. For this purpose, Business Associate will make available internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, within thirty (30) days or as designated by the Secretary.

(k) Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and within thirty (30) days after receiving a written request from Covered Entity or an Individual, make available to Covered Entity or Individual, information necessary for Covered Entity to make an accounting of Disclosures of PHI about an Individual, in accordance with 45 C.F.R. § 164.528.

(l) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall when and as directed by Covered Entity, make an accounting of Disclosures of PHI directly to an Individual within thirty (30) days, in accordance with the requirements for accounting for Disclosures made through an Electronic Health Record in HITECH Act 42 U.S.C. § 17935(c).

(m) Business Associate agrees to provide access, within thirty (30) days after receiving a written request from Covered Entity to PHI in a Designated Record Set about an Individual, to Covered Entity, sufficient to allow Covered Entity to comply with the requirements of 45 C.F.R. § 164.524.

(n) Business Associate agrees, notwithstanding any other provision of this Addendum, in the event that Business Associate, in connection with the services under the Service Agreement, Uses or maintains an Electronic Health Record of PHI of or about an Individual, then Business Associate shall provide an electronic copy of the PHI within thirty (30) days, to Covered Entity, sufficient to allow Covered Entity to comply with the HITECH Act, including, but not limited to, 42 U.S.C. § 17935(e).

(o) Business Associate agrees to the extent that the PHI in Business Associate's possession constitutes a Designated Record Set, make available, within thirty (30) days after a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.

(p) Business Associate agrees to request, Use and/or Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure; provided, that Business Associate shall comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).

Docusign Envelope ID: 88178BC5-5DC7-481E-A08C-B5EB3C80A8C6

(q) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

(r) Business Associate agrees to not make or cause to be made any communication about a product or service that is prohibited by HITECH Act 42 U.S.C. § 17936(a).

(s) Business Associate agrees to not make or cause to be made any written fundraising communication that is prohibited by HITECH Act 42 U.S.C. § 17936(b).

(t) Business Associate agrees to accommodate reasonable requests by Individuals for confidential communications in accordance with 45 C.F.R. § 164.522(b).

(u) The Business Associate agrees to produce any record of the Covered Entity that is or may be subject to HIPAA to the U.S. Department Health and Human Services (HHS) in response to a request by the HHS.

(v) Business Associate agrees to notify Covered Entity of any Breach caused by any service provider of the Covered Entity within forty-eight (48) hours after Business Associate becomes aware of such Breach.

(w) In addition to any insurance Business Associate is required to maintain under the terms of the Agreement, Business Associate agrees to procure and maintain errors and omissions insurance and other liability insurance (i.e., Cyber Liability Insurance) in amounts as will be necessary to insure Business Associate against any and all claims arising out of its performance of its duties and obligations under this Addendum. Business Associate will provide Covered Entity with evidence of such coverage within sixty (60) days of this Addendum's effective date and, thereafter, at least annually, and at any other time upon request of the Covered Entity.

(x) Business Associate agrees to be familiar and comply with any record retention requirements applicable to either Business Associate or Covered Entity and contained in any federal or state law or regulation, including the Public Health Service Act.

(y) Upon the effective date of any amendment to the regulations or guidance promulgated by the Secretary with respect to Protected Health Information, the Privacy Rule, the Security Rule, HIPAA or the HITECH Act, this Addendum shall be deemed automatically amended such that the obligations imposed on Covered Entity and Business Associate Business remain in compliance with such regulations or guidance.

III. Permitted Uses and Disclosures of PHI by Business Associate

Unless otherwise limited in this Addendum, in addition to any other Uses and/or Disclosures permitted or required by the Agreement or this Addendum, PHI may be Used and/or Disclosed by Business Associate in order to:

(a) Make any and all Uses and Disclosures of PHI necessary to provide the services under the Agreement to Covered Entity;

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);

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(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than twenty-four (24) hours, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Business Associate or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

(d) Provide Data Aggregation services to Covered Entity in accordance with the Privacy Rule as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(e) De-identify any and all PHI received or created by Business Associate under this Addendum, which de-identified information shall not be subject to this Addendum and may be Used and Disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule 45 C.F.R. 164.514(a) – (c);

(f) Identify research projects conducted by Business Associate, its Affiliates or third parties for which PHI may be relevant; obtain on behalf of Covered Entity documentation of individual authorizations or an Institutional Review Board (as used in 45 C.F.R. Part 46) or privacy board waiver that meets the requirements of 45 C.F.R. § 164.512(i)(1)(i) (each an "Authorization" or "Waiver") related to such projects; provide Covered Entity with copies of such Authorizations or Waivers, subject to confidentiality obligations ("Required Documentation"); and disclose PHI for such research provided that Business Associate does not receive Covered Entity's disapproval in writing within ten (10) days of Covered Entity's receipt of Required Documentation;

(g) Make PHI available for reviews preparatory to research and obtain and maintain written representations in accord with 45 C.F.R. § 164.512(i)(1)(ii) that the requested PHI is sought solely as necessary to prepare a research protocol or for similar purposes preparatory to research, that the PHI is necessary for the research, and that no PHI will be removed in the course of the review;

(h) Use the PHI to create a Limited Data Set ("LDS") in compliance with 45 C.F.R. § 164.514(e);

(i) Use and Disclose the LDS referenced in sub-section (h) solely for research or Public Health purposes; provided that, Business Associate shall (1) not Use or further Disclose the information other than as permitted by this sub-section (i) or as otherwise Required by Law; (2) use appropriate safeguards to prevent Use or Disclosure of the information other than as provided for by this sub-section (i); (3) report to Covered Entity any Use or Disclosure of the information not provided for by this sub-section (i) of which Business Associate becomes aware; (4) ensure that any agents, including a Subcontractor, to whom Business Associate provides the LDS agrees to the same restrictions and conditions that apply to Business Associate with respect to such information; and (5) not identify the information or contact the Individuals.

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that

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such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

(d) Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or Security Rule if done by Covered Entity.

(e) Electronic Data Interchange. The Business Associate agrees that if it (or any of its agents or Subcontractors) conducts electronic transmissions on behalf of the Covered Entity for which the Secretary has established a "standard transaction," the Business Associate (and such agents and Subcontractors) shall comply with the requirements of the Standards for Electronic Transactions under 45 CFR Parts 160 and 162.

V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of February 1, 2025 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Covered Entity may terminate this Addendum if Covered Entity determines that there has been a material breach by Business Associate. Upon violation of a material term of this Addendum by Business Associate, Covered Entity may either:

(i) Provide a ten (10) day opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the ten (10) day period, Covered Entity may terminate this Addendum and any other Agreement between Covered Entity and Business Associate pursuant to which Business Associate provides the Services to Covered Entity; or

(ii) If Business Associate has breached a material term of this Addendum and cure is not, in Covered Entity's reasonable determination, possible, Covered Entity may immediately terminate this Addendum and the Agreement; or

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(iii) If neither termination nor cure are, in Covered Entity's sole determination, feasible, Covered Entity shall report the violation to the Secretary.

(iv) Upon any breach of this Addendum that results in termination of this Addendum, Covered Entity shall have the right to terminate the Agreement and to pursue damages under the Agreement and this Addendum.

(c) Obligations of Business Associate Upon Termination. Except as provided in paragraph (i) below of this Section, upon termination of this Addendum for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If Business Associate destroys PHI received from Covered Entity, Business Associate shall, upon request of Covered Entity, certify such destruction in writing to Covered Entity. The Business Associate shall obtain prior written approval from the Covered Entity prior to destroying any records of the Covered Entity. This provision shall also apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Neither Business Associate nor any Subcontractor or agent of Business Associate shall retain copies of the PHI.

(i) If Business Associate reasonably determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's written consent that return or destruction of PHI is infeasible, Business Associate may retain the PHI that is not feasible to return, for so long as it remains infeasible to return such PHI. In such event, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(ii) Termination of Business Associate Relationship. The Business Associate agrees to include in its agreements with any agents or Subcontractors that create, receive, maintain and/or transmit PHI, termination provisions corresponding to the terms set forth in this Section V.

(d) The provisions of this Section V shall survive termination of this Addendum.

VI. Miscellaneous

(a) Relationship of Parties. This Addendum shall not create nor be deemed to create any relationship between Covered Entity and Business Associate other than that of independent contractors contracting with each other solely for the purpose performing the agreement pursuant to which Business Associate provides services to Covered Entity. Business Associate is not an agent of Covered Entity. Neither Covered Entity nor Business Associate shall assume or be responsible for the acts, omissions, liabilities, debts, or other obligations of the other party, other

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than as specifically set forth in this Addendum and the Services Agreement pursuant to which Business Associate provides the services to Covered Entity.

(b) Entire Agreement. This Addendum sets forth the entire understanding and agreement between the Parties relating to the use and disclosure of PHI and shall be binding upon the Parties and their respective successors, heirs and assigns. All prior negotiations, agreements, and understandings regarding the Use and Disclosure of PHI are superseded hereby.

(c) Controlling Addendum. In the event that any provision of this Addendum conflicts with the Agreement with regard to compliance with HIPAA, this Addendum controls. This Addendum supersedes any prior Addendum between the Parties relating to the same subject matter.

(d) Regulatory References. A reference in this Addendum to a section in the Privacy Rule, the Security Rule, HIPAA or the HITECH Act means the section as in effect or as amended.

(e) Amendment. This Addendum may not be amended or revised except with the written consent of the Parties. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule, HIPAA, or the HITECH Act.

(f) Ambiguities. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the requirements of HIPAA, HITECH, the HIPAA Regulations and any amendments thereto.

(g) Survival. Notwithstanding the expiration or termination of this Addendum for any reason, any provisions of this Addendum that imposes or contemplates continuing obligations on a Party, including, but not limited to Section V(c), shall survive the expiration or termination of this Addendum.

(h) Waiver. Any failure or delay by either Party in exercising any right under this Addendum shall not operate as a waiver of such Party's rights, nor shall any single or partial exercise of any right serve to preclude a subsequent exercise of such right.

(i) Attorneys' Fees and Costs. Except as otherwise specifically provided by law, all legal and other costs and expenses incurred in connection with this Addendum and the transactions contemplated hereby, including without limitation, legal and accounting fees, shall be paid by the Party incurring such expenses. In the event of any litigation or arbitration between the Parties respecting, relating to, resulting from, or arising out of this Addendum, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs, whether or not any litigation proceeds to final judgment or determination.

(j) Choice of Law and Venue. This Addendum shall be construed and interpreted in accordance with the laws of the State of California in addition to any governing federal law. Any arbitration or other legal action between the Parties respecting, relating to, resulting from, or arising out of this Addendum shall be held or filed in either the state or federal courts in the State of California, County of Fresno.

(k) Notices. Any notice, demand, or request given in accordance with this Addendum shall be given by email; personal delivery; by messenger delivery; by facsimile

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transmission; by placing said notice in the United States mail, registered or first-class, postage pre-paid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage pre-paid.

Notice shall be given to the Covered Entity as follows:

Steven Shubin
Fresno Unified School District
Benefits & Risk Management
2309 Tulare Ave.
Fresno, CA. 93721
(559) 457-6227
Steven.Shubin@fresnounified.org

Lisa Schwantz
Kraw Law Group
605 Ellis Street, Suite 200
Mountain View, CA 94043
650.314.7823
lschwantz@kraw.com

Notice shall be given to Business Associate as follows:

Robert Temples
BMI Audit Services, LLC
100 E. Wayne Street, Suite 400
South Bend, IN 46601
(800) 826-7041 x 122
rtemples@bmiaudit.com

(l) Indemnification. Business Associate acknowledges and understands that HITECH (including the rules and regulations thereunder) imposes direct responsibility on Business Associate for its conduct as a business associate and that Business Associate is subject to direct liability for both civil and criminal penalties for the violations of its Subcontractors. Business Associate shall indemnify, hold harmless and defend Covered Entity and Covered Entity's directors, officers, agents, and employees from and against any and all penalties, claims, losses, liabilities, costs and other expenses (including court costs and reasonable attorneys' fees) resulting from, or relating to, the acts or omissions of Business Associate or by its employees, directors, officers, Subcontractors, or agents in connection with the duties and obligations of Business Associate under this Addendum, including, without limitation, any reasonable expenses Covered Entity incurs relating in any way to a Breach caused by Business Associate or its subcontractors or agents. Any limitation of liability in the underlying Agreement shall not apply to the damages under this Section VI(l).

(m) Severability. Whenever possible, each provision of this Addendum shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Addendum shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invaliding the remainder of such provision or the remaining provisions of this Addendum, each of which shall continue to be valid and binding upon the Parties.

(n) Counterparts. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

***

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IN WITNESS WHEREOF, each of Covered Entity and Business Associate has executed in its name and on its behalf this Addendum effective as of the date first written above.

COVERED ENTITY	**BUSINESS ASSOCIATE** SIGN HERE
FUSD Employee Health Care Plan	**BMI Audit Services, LLC**
By: _____	By: Robert Temples
Print Name: Patrick Jensen	Print Name: Robert Temples
_____	Print Title: Director, Operations
Print Title: Chief Financial Officer	Date: 12/9/2024
Date:	

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management
Feb 14, 2025

Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Graduation Agreement with Saroyan Theatre

ITEM DESCRIPTION: Included in the Board binders is an agreement with the City of Fresno Convention & Entertainment Center, Saroyan Theatre to host the Class of 2025 graduation ceremonies and associated practices. The agreement covers facility usage, health and safety protocols, audio-visual services, staging, housekeeping, parking, seating, temperature-controlled environment, and staffing. Expenses for the Saroyan Theatre are estimated at $17,988, with a deposit of $8,426 due after approval of this agreement.

- Patiño School of Entrepreneurship, Fresno Adult High School, and DeWolf High School will host their practice and graduation on Monday, June 09, 2025.

FINANCIAL SUMMARY: Sufficient funds in the amount of $17,988 are available in the Student Engagement budget.

PREPARED BY: Bryan Wells, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: 559 457-3750

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

Carlos Castillo (Feb 7, 2025 11:39

2309 Tulare Street,
Fresno, CA 93721
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www.fresnounified.org

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 228691

Federal Funding Will Not Be Used

City Of Fresno Convention & Entertainment Center	***848 M. Street, 2nd Floor***
Vendor Name	***Address***
559 621-8774	**Jeff Wolff**
Phone Number	***Vendor Contact***
Term (Duration) From: 3/1/2025	**Through: 6/16/2025**
FUSD Contract Administrator: Bryan.Wells@fresnounified.org	**Campus Culture Fusd Ed Center**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0675 0725 5110 1981 2100**

Contract Amount: $17,988.00 **Estimated**

Scope of Work Summary: *Saroyan* Theatre *Facilities Agreement To Host Class Of 2025 Graduation Ceremonies For Dewolf, Patino, And Fresno Adult School On Monday June 9, 2025.*

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:** Bryan D. Wells

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

3) Vendor Jeff Wolff (Jan 28, 2025 11:57 PST)

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

5) Reviewed & approved by **Chief Financial Officer:** {{Sig_es_:signer2:signature}}

Please return signed agreement back to (name/email) : Leticia.Desantiago@Fresnounified.Org

Routing: Board Date(if applicable): 2/26/2025

Procurement Detail |

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
This facility is adequate to host Fresno Adult School, DeWolf High School, Patino High School for graduating students, staff, their families.	Facility will provide utilities, expanded stage, production, and staffing to facilitate the work necessary to host an appropriate event.	Recognition of the hard work dedication and perseverance of our students and their families.	*Class of 2025 graduating class, their families and their guests, and school site staff.*	Our goal is to host our students their families and site staff for the Class of 2025 and recognize them for their hard work and dedication.	n/a	n/a



USE LICENSE AGREEMENT
3251-65-65-86049

BY AND BETWEEN

ASM GLOBAL and Fresno Unified School District
"Fresno Adult School, DeWolf & Patino's Graduation 2025"
% Bryan Wells
Assistant Superintendent, Student Engagement

Contact: Debra J Hawkins
Phone: 559-457-3674
Fax: N/A Email: Debra.Hawkins2@fresnounified.org
Bryan.Wells@fresnounified.org

Date of Contract: March 1, 2025

HN	Prepared by
2,970	**Estimated Total Attendance (3 Graduations)**
Yes	**501 (c) 3 Non-Profit VERIFIED**
NO	**Profit Organization**
No	**CO-PRO w/FCEC**

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of **Mar 1 2025** by and between ASM GLOBAL, a Pennsylvania general partnership ("ASM GLOBAL"), and **Fresno Unified School District** whose current address is **2309 Tulare Street, Fresno, CA 93721** (the "Licensee").

BACKGROUND

ASM GLOBAL is the manager of a facility commonly known as the Fresno Convention & Entertainment Center (the "Facility"), located at 848 M Street, Second Floor, Fresno, CA 93721, which is owned or leased by the City of Fresno (the "Owner"). Licensee desires to use all or a portion of the Facility, as set forth below, for the purposes stated herein. Accordingly, ASM GLOBAL desires to grant to Licensee, and Licensee hereby accepts from ASM GLOBAL a license to use certain areas of the Facility in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Use of the Facility.

(a) ASM GLOBAL hereby grants Licensee, upon the terms and conditions hereinafter expressed, a license to use those areas of the Facility described on Exhibit A attached hereto (the "Authorized Areas"). This includes all improvements, furniture, fixtures, and easements, rights of ingress and egress, and appurtenances thereto, during the dates and times set forth on Exhibit A (each such date and time, an "Event"). It is expressly understood by the parties hereto that the Facility shall be vacated by Licensee and all persons participating in or attending an Event hereunder on or prior to the end-time of the last Event listed on Exhibit A hereto (the "Expiration Time"). Licensee shall arrange to have all Events and activities related thereto cease within a reasonable time prior to the Expiration Time to allow ample time for the Facility to be completely vacated on or prior to the Expiration Time.

(b) In the event Licensee desires to use the Authorized Areas or any other portion of the Facility at any time other than during the dates and times delineated on Exhibit A, Licensee shall request from ASM GLOBAL prior written permission to use such areas of the Facility. In the event such permission is granted, Licensee shall pay as additional rent; an amount equal to the sum of ASM GLOBAL's actual costs for performing its obligations under this Agreement during the date(s) and time(s) requested. In addition, a rental fee in an amount determined by ASM GLOBAL to represent a fair value for use of such additional areas of the Facility during such date(s) and time(s).

(c) Licensee acknowledges that, in connection with ASM GLOBAL's management and operation of the Facility, ASM GLOBAL utilizes the services of approved Fresno County local vendors (the "Third-Party Contractors"). Licensee hereby agrees that ASM GLOBAL shall not be responsible in any way for the acts and/or omissions of any one or all of the Third-Party Contractors.

(d) Licensee acknowledges that the Facility is one component of a complex (such other non-Facility areas are collectively referred to herein as the "Complex"). Licensee further acknowledges that ASM GLOBAL will use reasonable efforts to minimize for Licensee any inconvenience or disturbance which may result from the operation, construction, expansion, renovation, and/or other use of the Complex, to the extent that the foregoing activities are within ASM GLOBAL's reasonable control. Licensee hereby agrees to hold ASM GLOBAL, Owner, and their respective officers, directors, agents, and employees harmless from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, forfeitures, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and any and all other professional, expert or consultants' fees and costs and ASM

GLOBAL's and the Owner's general and administrative expenses) of every kind and nature whatsoever (collectively, the "Losses") arising out of any of the foregoing activities occurring at the Complex.

(e) Floor Plans, Descriptions, and Set-Up.

(i) At least sixty (60) days prior to the first Event day, Licensee shall provide ASM GLOBAL, for ASM GLOBAL's and/or the City of Fresno Fire Marshall's approval, five (5) copies of a full and complete floor plan for the Event. Based upon a review by ASM GLOBAL and/or such Fire Marshall of the foregoing plan, ASM GLOBAL may request Licensee, by written notice within ten (10) days after receiving the materials, to make such changes, deletions, and/or additions as ASM GLOBAL may, in its reasonable discretion, deem necessary or desirable. Failure by Licensee to make any such reasonable changes, deletions, or additions within seven (7) days after receipt of written notice thereof shall constitute a breach of this Agreement.

(ii) In addition to the floor plan delivered under clause (i) above, at least sixty (60) days prior to the first Event, Licensee shall provide to ASM GLOBAL, for ASM GLOBAL's review (and/or the review of any consultant or representative engaged by ASM GLOBAL), five (5) copies of a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event.

(iii) At least four (4) weeks prior to the first Event day, Licensee shall provide ASM GLOBAL information relating to room or hall set-up(s), staging, event personnel requirements, and food and beverage requirements.

(iv) Licensee shall be solely liable for all Losses arising from Licensee's failure to deliver to ASM GLOBAL the materials described in subparagraphs (i), (ii) and (iii) of this Section 1(e) within the specified periods, including, without limitation, overtime pay and short-notice delivery fees.

2. Purpose.

(a) The Facility will be used solely for the purpose of the **"Fresno Adult School, DeWolf, and Patino's Graduation 2025".** Licensee shall not use the Facility or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

(b) Licensee shall be solely liable for any and all Losses occurring at the Facility (whether within or without an Authorized Area) caused to ASM GLOBAL, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 14(m) hereof (relating to intellectual property matters), Section 15 hereof (relating to the Civil Rights Act), and Section 16 hereof (relating to the Americans with Disabilities Act), and (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(c) Licensee shall conduct business in the Facility in a dignified and orderly manner with full regard for public safety and in conformity with all Rules and Regulations for facility users, including fire, safety and health rules, as may be imposed from time to time by Company and/or local authorities. Licensee shall provide to Company, for Licensor's review and approval (i) a full and complete description of all set-up (including, without limitation, any staging, lighting, video boards, and/or rigging from or to the physical structure of the Facility or any fixture thereto required for the Event), electrical, communications systems, and plumbing work anticipated to be needed for the Event, and (ii) a Licensee Operations Plan in substantially the same form supplied by Licensor. Licensee shall update the Plan from time-to-time as may be necessary or appropriate to address any changes in operating conditions. Licensor reserves the right in its sole discretion to accept the Plan, or request modifications to ensure compliance with event rules imposed by the Licensor and all other applicable laws, regulations, codes, ordinances, orders or similar requirements.

(d) Notwithstanding any other provision of this Agreement, neither ASM GLOBAL, nor the City, shall be responsible in any way for the acts or omissions of any of Licensee's invitees, staff or volunteers (whether or not authorized by Licensee) working, or otherwise present, at the Facility. Licensee shall indemnify, defend, and/or hold ASM GLOBAL and the City harmless for the acts or omission of any invitees, staff, and/or volunteers according to the provisions contained in Section 11 herein below.

3. Condition of Facility.

(a) Licensee acknowledges that Licensee has inspected the Facility and that Licensee is satisfied with and has accepted the Facility in its present condition.

(b) ASM GLOBAL shall have the continuing obligation and responsibility to maintain and keep the Facility in good order and repair, normal wear and tear excepted; provided, however, that (i) the failure by ASM GLOBAL to accomplish the foregoing, said failure resulting from circumstances beyond the control of ASM GLOBAL, shall not be considered a breach of this Agreement by ASM GLOBAL, and (ii) any damages to the Facility and its appurtenances caused by Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees shall be paid for by Licensee at the actual or estimated cost of repair, as elected by ASM GLOBAL.

(c) Licensee shall not make any alterations or improvements to the Facility without the prior written consent of ASM GLOBAL. Any alterations or improvements of whatever nature made or placed by Licensee to or on the Facility, except movable trade fixtures, shall, at the option of ASM GLOBAL, (i) be removed by Licensee, at Licensee's expense, immediately upon the conclusion of the Event, or (ii) become the property of the Owner. ASM GLOBAL may accept, at its election delivery of property addressed to Licensee only as a service to Licensee, and Licensee will indemnify, defend, and hold harmless ASM GLOBAL for any loss or damage to such property in the receipt, handling, care, and custody of such property at any time. ASM GLOBAL assumes no responsibility whatsoever for any property placed in the Facility. Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any Losses arising out of any rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

4. Term of License. The license granted in Section 1 above will be effective as of the date and time set forth on Exhibit A and will continue in effect, unless earlier terminated as set forth in Section 12, until the date and time set forth on Exhibit A.

5. License Fee, Broadcast Fee, Additional Equipment and Service Expenses and Complimentary Tickets. In consideration of the grant of the license in Section 1 above, Licensee shall pay to ASM GLOBAL a license fee, broadcast fee, and shall reimburse ASM GLOBAL for certain service expenditures, all as calculated in accordance with the provisions set forth below and in accordance with generally accepted accounting principles, consistently applied:

(a) License Fee. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B.

(b) Broadcast Fee. ASM GLOBAL shall retain all television, film, radio and/or recording rights to any Events, which take place in or at the Facility. Licensee may purchase such rights from ASM GLOBAL for a broadcast fee (the "Broadcast Fee") equal to the greater of (i) TWO THOUSAND FIVE HUNDRED, ($2,500), or (ii) in the event that Licensee desires to sell such rights to a third party after purchasing them from ASM GLOBAL pursuant to this clause (c), FIFTEEN PERCENT (15%) of all amounts received by Licensee from such third party under the applicable written contract between Licensee and such third party. Said contract shall be delivered to ASM GLOBAL not less than 24 hours prior to the commencement of any such television, broadcast, film or recording activity of any Event in or at the Facility, and shall be accompanied by a written and signed statement by Licensee that no other agreement, express or implied, written or oral, has, to its knowledge, been reached or is in the process of being reached wherein Licensee shall receive any additional monies for such rights.

(c) Additional Equipment and Service Expenses.

(i) ASM GLOBAL shall provide on an exclusive basis, as required for each Event, the following services to include but limited to (collectively, the "Services"), the expenditures which are paid by Licensee to ASM GLOBAL ("Additional Equipment and Service Expenses"): ticket takers, box office services, ticket seller labor, ushers, supervisors, and receptionists; medical services for Event attendees, which services shall include ambulances, doctors, nurses, operations, supervisors, and paramedics; security personnel; utilities, including electricity, gas, lighting, water, heating, ventilating, air conditioning, hot and cold water facilities, and waste removal services; electricians and mechanical plant staff; custodial services; scoreboard operations; audio services; and special facilities, equipment and materials, or extra services furnished by ASM GLOBAL at the request of Licensee or required by facility agreements.

(ii) ASM GLOBAL shall determine the level of staffing for such Services at each Event after consultation with, and input from, Licensee. Licensee acknowledges and understands that many of the Services are contracted services, the costs of which are subject to change. Licensee shall reimburse ASM GLOBAL in connection with the Services as provided in Section 6 below.

6. Payment Terms.

(a) License Fee, and Broadcast Fee. The License Fee, and Broadcast Fee set forth in Sections 5(a), (b), and (c) of this Agreement shall be paid by Licensee as provided in Exhibit B attached hereto.

(b) Additional Equipment and Service Expenses After ASM GLOBAL's receipt of Licensee's floor plan and set-up description pursuant to Section 1(e) above, ASM GLOBAL shall deliver to Licensee an Event Resume, setting forth ASM GLOBAL's estimate of all expenses, which ASM GLOBAL will incur in connection with the Services. ASM GLOBAL shall deliver to Licensee an Event Settlement setting forth the expenses incurred for the services rendered by ASM GLOBAL either at the settlement or no later than 10 days after the conclusion of event. In the event the amount reflected in the Event Settlement exceeds the amount reflected in the Event Resume, Licensee shall promptly pay to ASM GLOBAL the amount of the excess. In the event the amount reflected in the Event Resume exceeds the amount reflected

in the Event Settlement, ASM GLOBAL will refund Licensee with the Event Settlement. Notwithstanding anything to the contrary set forth in this Agreement, ASM GLOBAL's failure to deliver either the Event Resume or the Event Settlement shall not excuse Licensee's obligation to pay any amounts due hereunder.

(c) Late Charges. If Licensee fails to pay any amounts when due under this Agreement, Licensee shall pay to ASM GLOBAL a late charge of 1.5% per month on the unpaid balance.

(d) Security for Payment/Advance Deposit. Licensee shall pay the rental fee ("License Fee") as outlined on Exhibit B. See Exhibit B for complete payment schedule.

7. Revenues and Costs. ASM GLOBAL shall retain one hundred percent (100%) of all revenues generated in connection with parking lot fees and the sale of food and beverages at the Facility. In addition to payment of the Additional Equipment and Service Expenses above, Licensee shall bear all expenses incurred by Licensee in connection with the holding of an Event at the Facility, including, but not limited to, all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the conduct of an Event.

8. Records, Reports, and Audits.

(a) Records. Licensee shall maintain accurate books and records with respect to its activities at the Facility, including, but not limited to, the costs and revenues of each Event. Licensee shall keep and preserve such books and records at all times during the term of this Agreement and for at least three (3) years following the expiration or termination hereof.

(b) Reports. Licensee shall deliver to ASM GLOBAL no later than TEN DAYS (10) days after the date of a revenue-generating Event for the account of ASM GLOBAL a detailed written notice of the amounts claimed to be due to ASM GLOBAL pursuant to Sections 5(a), 5(b), 5(c), and 6(a) of this Agreement (each a "Statement"). Each Statement shall detail (i) with respect to ticket sales, all tickets sold, and all amounts collected by Licensee, with all deductions (sales tax, etc.) there from, (ii) with respect to broadcast revenues, a detail of all broadcast revenues collected by Licensee, with all deductions (sales tax, etc.) there from. Statements shall be deemed incontestable unless objected to by ASM GLOBAL, in writing, specifying the nature of and reasons for such objection, within twelve (12) months after receipt by ASM GLOBAL.

(c) Audits. Licensee shall give ASM GLOBAL and its representative's access to the box office statement Licensee maintains pursuant to Section 8(a) above at any time when so requested by ASM GLOBAL. Licensee shall also provide, at Licensee's own expense, a copy of any such box office statements upon request. To the extent that any Statement prepared by Licensee has become contestable, ASM GLOBAL shall have the right to cause nationally recognized independent auditors to audit all of the box office statements of Licensee relating to such Statement. If any such audit demonstrates that the revenues or expenses reflected in any Statement are understated (in the case of revenues) or overstated (in the case of expenses), in either case by more than five percent (5%), Licensee shall pay to ASM GLOBAL the reasonable cost of such audit. In any event, Licensee shall promptly pay to ASM GLOBAL the portion of any License Fee, or Broadcast Fee due to ASM GLOBAL as a consequence of such overstatement or understatement.

9. Taxes. ASM GLOBAL shall not be liable for the payment of taxes, late charges, or penalties of any nature relating to any Event or any revenue received by, or payments made to, Licensee in respect of any Event, except as otherwise provided by law. Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature, and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge against this Agreement or any other improvements now or hereafter owned by Licensee.

10. Insurance.

(a) Licensee shall, at its own expense, secure and deliver to ASM GLOBAL not less than thirty (30) days prior to the first Event set forth on Exhibit A and shall keep in force at all times during the term of this Agreement:

(i) a comprehensive general liability insurance policy in form acceptable to ASM GLOBAL, including public liability and property damage, covering its activities hereunder, in an amount not less than One Million Dollars ($1,000,000) for bodily injury and One Million Dollars ($1,000,000) for property damage, including blanket contractual liability, independent contractors, and products and completed operations. The foregoing general liability insurance policy shall not contain exclusions from coverage relating to the following participants, legal liability activities or issues related to the Event hereunder: sporting events, high-risk events (including, without limitation, rap concerts), performers, volunteers, animals, off-premises activities, and fireworks or other pyrotechnical devices.

(ii) comprehensive automotive bodily injury and property damage insurance in form acceptable to ASM GLOBAL for business use covering all vehicles operated by Licensee, its officers, directors, agents and employees in connection with its activities hereunder, whether owned by Licensee, ASM GLOBAL, or otherwise, with a combined single limit of not less than Two Hundred and Fifty Thousand Dollars ($250,000) (including an extension of hired and non-owned coverage).

(iii) Applicable workers compensation insurance for Licensee's employees, as required by applicable law.

(b) The following shall apply to the insurance policies described in clauses (i) and (ii) above:

(i) ASM GLOBAL and Owner shall be named as additional insured's there under. Not less than thirty (30) days prior to the first Event set forth on Exhibit A; Licensee shall deliver to ASM GLOBAL certificates of insurance evidencing the existence thereof, all in such form as ASM GLOBAL may reasonably require. Each such policy or certificate shall contain a valid provision or endorsement stating, "This policy will not be canceled or materially changed or altered without first giving thirty (30) days' written notice thereof to each of (1) ASM GLOBAL, Risk Management Director, 300 Four Falls Corporate Center, 300 Conshohocken State Road, West Conshohocken, PA, 19428, (2) ASM GLOBAL, General Manager, 848 M Street, Second Floor, Fresno, CA 93721, and (3) the City of Fresno, Attention: City Manager, 2600 Fresno Street, Room 2064, Fresno, CA 93721." If any of the insurance policies covered by the foregoing certificates of insurance will expire prior to or during the time of an Event, Licensee shall deliver to ASM GLOBAL at least thirty (30) days prior to such expiration a certificate of insurance evidencing the renewal of such policy or policies.

(ii) And "The City of Fresno, ASM GLOBAL, their officers, agents, volunteers and employees are included as additional insured. It is further agreed that this insurance is primary to all other similar coverage carried by the City of Fresno, and/or ASM GLOBAL, and the Licensee and their insurance shall have no right or recovery or subrogation against the operator."

(iii) The coverage provided under such policies shall be occurrence-based, not claims made.

(iv) The coverage limits contained on such policies shall be on a per-occurrence basis only.

(v) Licensee hereby acknowledges that the coverage limits contained in any policy, whether such limits are per occurrence or in the aggregate, shall in no way limit the liabilities or obligations of Licensee under this Agreement, including, without limitation, Licensee's indemnification obligations under Section 11 below.

(vi) All policies must be issued by companies authorized to do business in the State of California and assigned a rating of B+VI or better, per Best's Key Rating Guide, latest edition.

(c) The terms of all insurance policies referred to in this Section 10 shall preclude subrogation claims against ASM GLOBAL and Owner and their respective officers, directors, employees, and agents.

(d) The failure of the Licensee to provide insurance in accordance with this Section 10 shall be a breach of this Agreement and shall, notwithstanding any cure period set forth in Section 12 below, preclude the Event from taking place

11. Indemnification.

(a) Licensee shall indemnify, defend and hold harmless City of Fresno, ASM Global Parent, Inc., and their respective officers, directors, agents, employees and volunteers (the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the Facility (whether within or without an Authorized Area) caused to Licensor, Owner and/or persons and/or property in, on, or near the Facility before, during, or after an Event, by (i) Licensee's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to Licensee's performance of this Agreement and/or activities at the Facility, including without limitation, health and safety laws, the Civil Rights Act, the American with Disabilities Act and intellectual property laws, (ii) any unlawful acts on the part of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of Licensee or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by Licensee or its officers, directors, agents, or employees of any provisions of this Agreement, (v) any and all rigging from or to the physical structure of the Facility or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(b) The provisions set forth in subparagraph (a) above shall survive termination or expiration of this Agreement.

12. Default, Termination and Other Remedies.

(a) Default. Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Licensee Fee or the Additional Equipment and Service Expenses) when the same are required to be paid hereunder or (B) to provide the security required under Section 6(a) hereof by the date when due, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within five (5) business days after Licensee has been served with written notice of such default, or (iii) Licensee makes a general assignment for the benefit of creditors. ASM GLOBAL shall be in default under this Agreement if ASM GLOBAL fails to perform or fulfill any term, covenant, or condition contained in this Agreement and ASM GLOBAL fails to commence a cure thereof within five (5) business days after ASM GLOBAL has been served with written notice of such default. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding clause (ii) above, if the breach by Licensee or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then ASM GLOBAL may, in its discretion, require that such breach be cured in less than five (5) business days or immediately.

(b) Termination by Reason of Default. Upon a default pursuant to Section 12(a) hereof, the non-breaching party may, at its option, upon written notice or demand upon the other party, cancel and terminate the license granted in Section 1 hereof and the obligations of the parties with respect thereto. In addition to the foregoing, if Licensee fails to comply with any of the provisions of this Agreement, ASM GLOBAL may, in its sole discretion, delay and/or withhold payment and/or settlement of all accounts and funds related to monies collected or received by ASM GLOBAL for the benefit of Licensee hereunder until the completion of an investigation relating to such violation.

(c) Termination by Reason of Labor Dispute. In addition to the remedies provided elsewhere in this Agreement, ASM GLOBAL shall have the right to terminate this Agreement in the event that a dispute occurs between Licensee and its employees or between Licensee and any union or group of employees by reason of the union affiliation or lack of union affiliation of persons employed by Licensee or any one with whom Licensee contracts.

(d) Injunctive Relief. In addition to any other remedy available at law, equity, or otherwise, ASM GLOBAL shall have the right to seek to enjoin any breach or threatened breach and/or obtain specific performance of this Agreement by Licensee upon meeting its burden of proof of such breach or threatened breach as required by applicable statute or rule of law.

(e) Unique Qualities. The parties agree and acknowledge that the Licensee is a unique entity and, therefore, the rights and benefits that will accrue to ASM GLOBAL by reason of this Agreement are unique and that ASM GLOBAL may not be adequately compensated in money damages for Licensee's failure to comply with the material obligations of Licensee under this Agreement and that therefore ASM GLOBAL, at its option, shall have the right to pursue any remedy available at law, equity, or otherwise, including the recovery of money damages and/or the right to seek equitable relief (whether it be injunctive relief, specific performance or otherwise) in the event that Licensee violates its obligation to hold an Event at the Facility, or to provide evidence of fulfillment of its obligations under Section 14(m) of this Agreement.

13. Representations and Warranties. Each party hereby represents and warrants to the other party, and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder.

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and

(c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other party under this Agreement.

14. Covenants. Licensee hereby covenants as follows:

(a) Licensee shall not occupy or use the Facility except as provided in this Agreement.

(b) Licensee shall comply with all legal requirements, which arise in respect of the Facility and the use and occupation thereof.

(c) Licensee shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the Facility. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.

(d) Licensee shall not advertise, paint, post, or exhibit, nor allow to be advertised, painted, posted, or exhibited, signs, advertisements, show bills, lithographs, posters, or cards of any description inside or outside or on any part of the Facility except upon written permission of ASM GLOBAL.

(e) Licensee shall not broadcast by television or radio any Event scheduled to be presented in the Facility under the terms of this Agreement without the prior written approval of ASM GLOBAL. If approval is granted by ASM GLOBAL, then all monies received from such broadcast will be considered as broadcast revenues for determining the Broadcast Fee due to ASM GLOBAL.

(f) Licensee shall not cause or permit beer, wine, or liquors of any kind to be sold, given away, or used upon the Facility.

(g) Licensee shall not operate any equipment or materials belonging to ASM GLOBAL.

(h) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Facility is in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.

(i) Licensee shall use the services of ASM GLOBAL's exclusive ticket contractor, Ticketmaster, ASM GLOBAL's box office and other locations selected by ASM GLOBAL for all event ticket sales.

(j) Licensee, its officers, directors, employees, agents, members, or other representatives shall not "scalp" tickets for an Event, to the extent applicable. Licensee and its representatives shall assist ASM GLOBAL in its efforts to control and prevent such ticket "scalping".

(k) If the Licensee Fee includes a percentage of revenue generated from an Event, then no collections, whether for charity or otherwise, shall be made, attempted, or announced at the Facility, without first having made a written request and received the prior written consent of ASM GLOBAL. In such event, donations or collections are granted by ASM GLOBAL in lieu of an admission ticket, then all such monies received from such collections or donations will be considered as ticket revenues for determining the License Fee due to ASM GLOBAL.

(l) Licensee shall abide by and conform to all rules and regulations adopted or prescribed by ASM GLOBAL in addition to all state and local laws, orders, or mandates including but not limited to OSHA and ADA.

(m) Licensee shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of ASM GLOBAL.

(n) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third-party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to ASM GLOBAL, including evidence of compliance with the requirements of this paragraph to be provided to ASM GLOBAL in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless ASM GLOBAL and all other Indemnities (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web cast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

(o) Licensee shall not engage in the sale and/or distribution of food and/or beverages at the Facility.

(p) If requested by ASM GLOBAL, Licensee shall use the Facility's logo (the "Facility Logo") in all advertising controlled by or done on behalf of Licensee relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. Licensee's right to use the Facility Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by ASM GLOBAL in writing prior to the use thereof. In connection with Licensee's use of the Facility Logo as permitted in this Section 14(o), Licensee shall use only the form of the Facility Logo as provided by ASM GLOBAL to Licensee in any artwork or other depiction thereof.

15. Civil Rights Act. During the performance of this Agreement, Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated there under, in addition to all applicable state and local ordinances concerning Civil Rights.

16. Americans With Disabilities Act. With respect to any Event at the Facility, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended, and all similar applicable state and local laws (collectively, the "ADA"). Licensee represents that it has viewed or otherwise apprised itself of the access into the Facility, together with the common areas inside, and accepts such access, common areas, and other conditions of the Facility as adequate for Licensee's responsibilities under the ADA. Licensee acknowledges that the Facility complies and continues to comply in all respects with the ADA, including accessibility, usability, and configuration insofar as Licensee modifies, rearranges or sets up in the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for any of its violations of the ADA, including, without limitation, those that arise from Licensee's reconfiguration of the seating areas or modification of other portions of the Facility in order to accommodate Licensee's usage. Licensee shall be responsible for providing auxiliary aids and services that are ancillary to its usage and for ensuring that the policies, practices, and procedures it applies in connection with an Event comply with the ADA.

17. Use of Information. Licensee hereby acknowledges and agrees that ASM GLOBAL shall have the right to disclose to recognized industry sources that track event activity information relating to any Event, including, without limitation, the identity of performers or other participants of the Event, attendance figures, and gross ticket revenue for the Event.

18. Liquidated Damages. If Licensee cancels any Event or significantly reduces the use of Authorized Areas covered by this Agreement, Licensee agrees to pay to ASM GLOBAL the following amounts as liquidated damages and not as a penalty and the parties agree that such amounts constitute reasonable provision for liquidated damages:

(a) If Licensee cancels more than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be retained by ASM GLOBAL as liquidated damages.

(b) If Licensee cancels more than six (6) months but less than one (1) year before the first scheduled day of the Event, any amounts paid or owed to ASM GLOBAL attributable to the license fee as of such date shall be retained by ASM GLOBAL, and Licensee shall further pay one half of the License Fees described in Section 5 as liquidated damages.

(c) If Licensee cancels less than six (6) months before the first scheduled day of the Event or is in default of any of the terms of this Agreement, the entire License Fee shall be payable to ASM GLOBAL as liquidated damages.

19. Construction of this Agreement

(a) Choice of Law. This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the State of California, without giving effect to the conflict of law principles thereof.

(b) Paragraph Headings. The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) Entire Agreement; Amendments. This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the representations, warranties, covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of ASM GLOBAL and Licensee with respect to the Facility and the Event. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto. Without limiting the generality of the foregoing, it is expressly understood and agreed by the parties hereto that no officer, director, employee, agent, representative, or sales person of either party hereto, or of the Owner or any third party has the authority to make, has made, or will be deemed to have made, any representation, warranty covenant, agreement, guarantee, or promise with respect to the financial success or performance, and/or other success, of the Event. The Licensee hereby acknowledges and agrees that any assessment of the financial success or performance, and/or other success, of the Event is solely that of the Licensee's own determination and judgement.

(d) Severability. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) Time. Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) Successors. This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of ASM GLOBAL, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) Independent Contractor; No Partnership. ASM GLOBAL and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, ASM GLOBAL or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) Singular and Plural. Whenever the context shall so require, the singular shall include the plural, and the plural shall include the singular.

20. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections, which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of ASM GLOBAL. ASM GLOBAL shall be entitled to assign its rights and obligations hereunder to Owner or to any other management company retained by Owner to manage the Facility, and in such event, ASM GLOBAL shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt, or (iv) when sent by facsimile and a confirmation receipt is obtained; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to ASM GLOBAL: ASM GLOBAL
848 M Street, Second Floor
Fresno, CA 93721
Attention: General Manager

Copy to: ASM GLOBAL
300 Four Falls Corporate Center
300 Conshohocken State Road
West Conshohocken, PA 19428
Attention: Director of Risk Management
Facsimile: (215) 592-6699

If to Licensee: Fresno Unified School District
% Patrick Jensen (for Bryan Wells
Assistant Superintendent, Student
Engagement)
2309 Tulare Street, Fresno, CA 93721
Contact : Debra Hawkins
Phone: 559.457.3674 Fax: N/A
Email: debra.Hawkins2@fresnounified.org

(e) Non-Exclusive Use. ASM GLOBAL shall have the right, in its sole discretion, to use or permit the use of any portion of the Facility other than the Authorized Areas to any person, firm or other entity regardless of the nature of the use of such other space.

(f) ~~Priority Booking Clause. In compliance with the booking policy of the Fresno Convention & Entertainment Center (FCEC) as adopted by the City of Fresno, California, the Licensee acknowledges and agrees that the specific date pattern as referenced in this License Agreement, is flexible, up to 14 months prior to the scheduled **"Fresno Adult School, DeWolf, and Patino's Graduation 2025"** event. If the FCEC attracts a new Event to the City of Fresno utilizing the FCEC facilities and that also generates hotel room nights for the City of Fresno; the combined economic impact of the new event must exceed the **"Fresno Adult School, DeWolf, and Patino's Graduation 2025"** date(s) revenues generated to the FCEC that would be impacted. The new event's combined economic impact will include anticipated sales tax, hotel tax, and FCEC facility revenues, based on verifiable historical data provided to FCEC. If these circumstances occur, ASM GLOBAL, as operator, reserves the right to move **"Fresno Adult School, DeWolf, and Patino's Graduation 2025"** to another date or venue per this license agreement, to a date pattern that would accommodate the new hotel room night generating event. All rehearsals scheduled in this contract are bumpable with 30 days' notice to the **FUSD**. ASM GLOBAL shall make best efforts to make available another venue within the FCEC.~~ **{Redlined for 2025 Only}**

(g) Force Majeure. If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of the parties, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions imposed by government officials, terrorist acts, strikes or labor disputes (though not of the employees of the Licensee), failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, then the parties shall be relieved of their respective obligations hereunder. In the event performance is excused in accordance with the foregoing provisions, Licensor shall refund to Licensee any deposits paid by Licensee, less any reasonable costs and expenses which have been incurred by Licensor up to the time further performance is excused.

(h) Acts and Omissions of Third Parties. ASM GLOBAL shall not be liable in any way for any acts and/or omissions of any third party to this Agreement, including, without limitation, any ticket agency used by ASM GLOBAL in connection with the sale of tickets for any Event.

(i) Union Agreement. ASM GLOBAL is a party to a Union Agreement with Local 158 of IATSE in which the membership has been granted certain work-related jurisdictions. The Union Agreement applies to most event types and all facilities that encompass the Fresno Convention & Entertainment Center (FCEC). The Licensee acknowledges this association; further the Licensee understands and agrees it will comply with the terms and conditions of the Union Agreement as administered by ASM GLOBAL with respect to the event herein described.

(j) Items NOT permitted in FCEC venues. The below items are not permitted inside the Fresno Convention & Entertainment Center venues. Prohibited items include, but not limited to:

Chewing gum / Candy / Silly String / Bubbles / Helium filled balloons (Excludes balloon arches/columns filled with compressed air) / Glitter / handheld Air Horns / Cold Sparkle Boxes

Use of oil-based Haze Machines / Open Flame Candles / Usage of tape onto anything other than stage production use. If such items as noted above are brought into FCEC venues, may result in fines to Licensee on final Settlement/Billing for event as applicable.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

ASM GLOBAL, LLC

Jeff Wolff
Jeff Wolff (Jan 28, 2025 11:57 PST)

Jeff Wolff – General Manager
Fresno Convention & Entertainment Center

1/28/2025
DATE

Fresno Unified School District

{{Sig_es_:signer2:signature}}

Patrick Jensen,
Chief Financial Officer

{{Dte_es_:signer2:date}}
DATE

SS **Client Initials** If event details/room set up changes after Move In occurs, there will be a labor cost of $50/per hour, per staff member needed to meet the room setup change(s).

SS **Client Initials** Certificate of Insurance (COI) showing proper coverage to be provided to FCEC as outlined on pg. 7 of this License Agreement, Section 10.

SS **Client Initials** If Union IATSE Stagehands are unable to Walk-Away for a Meal period (no later than 5th Hour of work), Licensee must provide meals as applicable to avoid Meal Penalty charge(s) in Final Settlement/Billing.

SS **Client Initials** If FCEC provides meal(s) to Union IATSE Stagehands, the rate is $30 per staff meal provided.

SS **Client Initials** NO confetti / streamers to be used without prior written consent from the venue. If any effect as such is used without venue consent a $1,000 penalty fee will be included in the final Invoice/Settlement. Prohibited items included, but not limited to: Silly String, Bubbles, Helium filled Balloons (Excludes balloon arches/columns filled with compressed air), Glitter, handheld Air Horns, Cold Sparkle Boxes, Open Flame Candles, Propane tanks, Laser pens, Vaping devices.

SS **Client Initials** NO taping or attaching to venue property with signage/assigned dressing rooms backstage. If taping or attaching is used without consent in dressing rooms, a $100 fee will be added to the final settlement/bill of this event.

SS **Client Initials** Saroyan Theatre/Arena events will be provided with package of (4) dressing rooms only, any additional space must be advanced with your Event Manager. Complete Backstage Dressing room requirement & ancillaries must be advanced prior to event Move-IN, including confirmation of dressing room quantity needed for this production. Any items not advanced or additional rooms/ancillaries needed backstage on Day of Show will be an added charge at time of event settlement.

Such items included, but not limited to:

* Risers * Piano * Piano tuning * Towels * Iron w/board * Clothing Steamer * Garment Racks * Gases *
* Laundry rooms * Exclusive Star Dressing w/private restroom/shower * Green room access/usage *
* Pipe/Drape on-stage quick-change dressing rooms *

EXHIBIT "A" TO USE LICENSE AGREEMENT
FUSD-Fresno Unified School District
"Fresno Adult School, DeWolf, and Patino's Graduation 2025"

% Bryan Wells.
Assistant Superintendent, Student Engagement
2309 Tulare Street
Fresno, CA 93721
Contact: Debra J Hawkins - Phone: 559.457.3674 Fax: N/A
e-mail: Debra.Hawkins2@fresnounified.org

Authorized Area	Day	Date	Time of Use	Purpose
Saroyan Theatre	Monday	June 9, 2025	7:00AM - 11:00PM	Move In/Event/Move Out

DISTRICT

Fresno Unified School District

{{Sig_es_:signer2:signature}}

Patrick Jensen, Chief Financial Officer

{{Dte_es_:signer2:date}}

Date

CONTRACTOR

Fresno Convention & Entertainment Center

Name: Jeff Wolff, General Manager

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

2/12/2025

Date

EXHIBIT "B" FINANCIAL SUMMARY REPORT

FUSD- Fresno Unified School District

"Fresno Adult School, DeWolf, and Patino's Graduation 2025"

% Bryan Wells.
Assistant Superintendent, Student Engagement
2309 Tulare Street,
Fresno, CA 93721
Contact: Debra J Hawkins - Phone: 559.457.3674 Fax: N/A
e-mail: Debra.Hawkins2@fresnounified.org

June 09, 2025 | Saroyan Theatre

License Fee, Equipment and Service Expenses as required or requested for your event:

LICENSE FEE / RENT		
MOVE IN/EVENT/MOVE OUT	Monday June 9, 2025 Saroyan Theatre (7:00am – 11:59pm) • Patino {7:00 am Rehearsals – 5:30 pm grad} • Fresno Adult H.S. & GED {10:00 am Rehearsals – 11:00 am grad} • DeWolf {2:00 pm Rehearsals – 3:00 pm grad}	$4,451
VENUE OVERTIME	$350/hr. (hours before 8am or after 11:59pm) 1Hr Venue Overtime	$350
RENT TOTAL	Non-Profit -TOTAL	**$4,801**
EQUIPMENT		
MEAL FUNCTION	Tables QTY: TBA Chairs QTY: TBD (Included based on guaranteed catering)	INCLUDED
SPOT LIGHTS	$550/each {Based on 2024 Event}	TBD
TABLES	$22/ each QTY: 2 {Based on 2024 Event}	$220
CHAIRS	$3/ each QTY : 40 {Based on 2024 Event}	$150
PODIUM	$40/ each {Based on 2024 Event}	$40
WIFI CONNECTIVITY	$25 per logged in device (5-7 Mbps)	TBD
STAGING	$50 per 4' x8' deck QTY: 12 units for Additional stage extension {Based on 2024 Event}	$480
NEW VENUE AUDIO SYSTEM	$3,000 per day: L-Acoustic K3 flown array w/FOH console, 2 mon./2 mics	TBD
PARKING PASS	100 @ $ 10 per vehicle- passes to be picked from our Sales& Marketing office	$1,000
AUDIO/VISUAL	Licensee can source vendor or select from FCEC approved vendor list- Proof of liability required	TBD
ELECTRICAL	Electrical: $85/per 15AMP Service connect – Backstage power included	INCLUDED
SERVICE & PERSONNEL		
EVENT STAFF	Ticket Takers, Ushers, Security *Estimate only; final based on actual client/event hours {3 graduations/ 3 Rehearsals}	$3,247 (+/-)
UNION STAGEHANDS	Stagehands/Loaders *Estimate only; final based on actual client/event hours {3 graduations/ 3 Rehearsals}	$6,565 (+/-)
EVENT INSURANCE	$1/person in attendance or Insurance provided by Signatory QTY: TBD	TBD
BOX OFFICE FEE		
Box Office	Ticketed Event processing $.50/ticket issued to FUSD - QTY: 2,970(+/-) Tickets {Please note discounted rate of $.50 for 2025/2026}	$1,485
Patino {40}	Box Office Ticket @$.50 # tickets Pending Confirmation from FUSD Admin. {discounted Rate of $.50 Locked for 2025 & 2026}	TBD
DeWolf {80}	Box Office Ticket @$.50 # of tickets Pending Confirmation from FUSD Admin. {discounted Rate of $.50 Locked for 2025 & 2026}	TBD
Fresno Adult H.S. & GED{150}	Box Office Ticket @$.50 # tickets Pending Confirmation from FUSD Admin {discounted Rate of $.50 Locked for 2025 & 2026}	TBD
	ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS	$17,988

Estimated expenses of $17,988 should not be considered the total cost for your event

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Deposit Amount due with Signed License Agreement	$0.00	Oct 30, 2024
Deposit Amount Due	$8,426	Nov 8 , 2024
Remaining Estimated Balance	$8,427	March 25, 2025
TOTAL ESTIMATED EXPENSES	$17,988	

- **House Sound:** Not available at the Saroyan Theatre.
- **Graduations Ticketed event**: Licensee shall use the services of FCEC exclusive ticket contractor, Ticketmaster, FCEC box office.
- **Catering & Concession Services:** All food and beverages services, including alcohol, backstage catering and concessions are provided by FCEC exclusive caterer and concessionaire.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Graduation Agreement with Save Mart Center

ITEM DESCRIPTION: Included in the Board binders is an agreement with Save Mart Center at Fresno State to host the Class of 2025 graduation ceremonies and associated practices. The agreement covers facility usage, health and safety protocols, audio-visual services, staging, housekeeping, parking, seating, temperature-controlled environment, and staffing. Expenses for Save Mart Center are estimated at $224,000, with a deposit of $10,000 due after approval of this agreement.

- Roosevelt High School and Edison High School will hold their practice and graduation on Monday, June 09, 2025.
- Fresno High School and Bullard High School will hold their practice and graduation on Tuesday, June 10, 2025.
- Hoover High School and Sunnyside High School will hold their practice and graduation on Wednesday, June 11, 2025.
- Farber Educational Center graduating seniors will practice on Monday, June 09, 2025 and graduate on Tuesday, June 10, 2025.

FINANCIAL SUMMARY: Sufficient funds in the amount of $224,000 are available in the Student Engagement budget.

PREPARED BY: Bryan Wells, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: 559 457-3750

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

Carlos Castillo (Feb 7, 2025 11:39 PST)

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 229478

Federal Funding Will Be Used

Save Mart Center	***2650 E Shaw Ave***
Vendor Name	***Address***
559-278-5475	**Sean Mcelhinney**
Phone Number	***Vendor Contact***
Term (Duration) From: 3/1/2025	**Through: 6/16/2025**
FUSD Contract Administrator: Bryan.Wells@fresnounified.org	**Campus Culture Fusd Ed Center**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0675 0725 5110 1981 2100**

Contract Amount: $224,000.00 **Estimated**

Scope of Work Summary: *Facilities* Agreement *With Save Mart Center As Venue For Class Of 2025 High School Graduation Ceremonies For Bullard, Edison, Fresno, Hoover, Roosevelt, Sunnyside And Farber Education.*

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:** Bryan D. Wells

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

3) Vendor Sean P McElhinney
Sean P McElhinney (Jan 28, 2025 12:25 PST)

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

5) Reviewed & approved by **Chief Financial Officer:** {{Sig_es_:signer2:signature}}

Please return signed agreement back to (name/email) : Leticia.Desantiago@Fresnounified.Org

Routing: ***Board Date(if applicable): 2/26/2025***

Procurement Detail | *Exempt/GC 53060 (non-fed funds)*

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Venue needed for culmination of the K-12 educational experience.	Resources available to support the expense of this facility agreement in the Graduation budget.	Support the celebration and recognition of our high school class of 2025 students, their families, guests, and school site staff. This is also the venue for the recognition ceremonies scheduled for Sunday June 8, 2025.	*This venue will support the class of 2025 for Farber, Roosevelt, Edison, Fresno, Bullard, Hoover, Sunnyside.*	The final counts of attendance at these events are shared with the Campus Culture Manager and the Campus Culture directors for each school site represented.	n/a	n/a

SAVE MART CENTER AT FRESNO STATE

LICENSE AGREEMENT

THIS AGREEMENT ("AGREEMENT"), made this **1st** day of **March 2025,** by and between ASM GLOBAL, a Pennsylvania General Partnership (ASM GLOBAL), hereinafter referred to as LICENSOR, with an address of 2650 E. Shaw Avenue, Fresno, California 93710, as agent for California State University, Fresno Association, Inc., and **Fresno Unified School District,** hereinafter LICENSEE, whose address is **2309 Tulare Street, Fresno, CA 93721-2287.**

WITNESSETH

FOR AND IN CONSIDERATION, of the sum hereinafter specified, the LICENSOR grants to LICENSEE the use of SAVE MART CENTER for the Fresno Unified School District High School Graduation Celebrations on Sunday, June 8, 2025, Monday, June 9, Tuesday, June 10, and Wednesday, June 11, 2025 (the "Events") and for no other purposes whatsoever without consent of LICENSOR endorsed on this license. The Events shall commence Sunday June 8th at 3:00pm and 7:00pm. Monday, June 9th the events will commence at 4:00pm. and 8:00pm with a practice for Farber to be held at 1:00pm. Tuesday, June 10th the Events shall commence at 1:00pm, 4:00pm, and 8:00pm. Wednesday, June 11th, the Events will commence at 4:00pm and 8:00pm. The Events shall conclude at approximately 10:00pm on Sunday, June 8th and on all other days. Access to the licensed premises shall be granted at 8:00am on Sunday, June 8th, 2025, or a mutually agreeable day based on the event calendar. The licensed premises shall consist of the arena floor, the spectator seating area, available dressing rooms, locker rooms, production offices, green room, and such other areas permitted by LICENSOR for the sole purpose of presenting the Event ("PREMISES").

1. RENTAL, DEPOSIT AND LIQUIDATED DAMAGES. LICENSEE agrees to pay LICENSOR the following license fee for said space:

License Fee: **$29,000.00 License fee includes the initial set-up of the event configuration, use of all facility-owned equipment, and utilities.**

LICENSEE shall pay for all staffing expenses, including but not limited to, event coordinator, ticket takers, ushers, peer security, uniform security, law enforcement, medical services, event receptionist, engineers, operations and maintenance, cleaning services, any other personnel required for the operation of the events, and phone lines. Total expenses for the above mentioned expense categories estimated to be 150,000.

LICENSEE shall pay for the risk and all costs and expenses of producing and conducting the Event, which include, but are not necessarily limited to all sound equipment, lighting, production equipment, stagehands, and other such costs necessary to stage the show, as applicable. LICENSEE will be responsible for the costs of advertising, ASCAP/BMI/SESAC, insurance, catering, runners, transportation, phones, pyro/fire watch expenses (if any), audio/visual services personnel, operations personnel necessary for any rehearsals, and other promoter/artist requested expenses, as applicable. Total expenses for the above mentioned expense category is estimated at $45,000

Actual event expenses may differ from the estimate and added charges will apply for any additional equipment or services required or requested by your event. Added charges will be billed after the event.

Upon execution of this Agreement, LICENSEE shall submit a deposit of **$10,000.00** which shall be applied as a non-refundable rental deposit for the Event. LICENSEE also agrees to timely make additional deposits with LICENSOR on written notice or to LICENSOR'S representative at SAVE MART CENTER of such sums as are necessary to cover those costs which LICENSOR reasonably determines it would encounter on behalf of LICENSEE in relation to the event. The amount paid on execution and delivery of this instrument shall be forfeited in favor of LICENSOR as liquidated damages, if LICENSEE shall, for any reason whatsoever, cancel this contract. In such situation, the parties agree that said amount would be a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by LICENSOR in the event that LICENSEE cancels this AGREEMENT. In the event of any cancellation by the LICENSEE, regardless of notice given, LICENSOR shall be reimbursed for any and all expenditures undertaken by LICENSOR on LICENSEE's behalf, in addition to the liquidated damages provided above.

If SAVE MART CENTER is licensed to LICENSEE for a fixed sum, any balance of such fixed sum that may be due shall be paid prior to each Event, and when licensed on a percentage basis, the balance due, if any, shall be paid immediately following the Event. If for any reason such license fee is not paid as aforesaid, it is agreed that box office receipts in the possession of the LICENSOR may be withheld by LICENSOR and applied to the payment of such license fee and LICENSEE waives all rights to that portion of the box office receipts necessary to pay such license fee. If for any reason the duration of the event exceeds that which was agreed upon herein, additional license fees will be charged at $1,500.00 per one-half-hour or portion thereof.

3. INSURANCE AND INDEMNIFICATION. LICENSEE agrees to obtain at its own expense, and to keep in full force and effect during the use or occupancy of the PREMISES, the following insurance policies with a company authorized to do business in California. Each policy of insurance obtained and maintained by LICENSEE must be endorsed to be primary of all other valid and collectible insurance of LICENSOR and LICENSEE, and the certificate and/or certificates of insurance to be furnished by LICENSEE to LICENSOR must certify that such policy of insurance has been endorsed to be primary of all other valued and collectible insurance of LICENSEE and LICENSOR. If pyrotechnic displays will be used, the pyrotechnic vendor must submit to LICENSOR an insurance certificate meeting the same stipulations as LICENSEE.

Commercial General Liability – (including personal injury, contractual, products liability, and the acts of independent contractors) occurrence insurance only will be accepted, claims-made insurance is unacceptable.

Combined single limit per occurrence coverage for personal and advertising injury, property damage, products and completed operation	$2,000,000.00

Workmen's Compensation (statutory)

The commercial general liability coverage is to include contractual liability applicable to the indemnification provision of this AGREEMENT.

LICENSEE shall name as additional insureds, **ASM GLOBAL,** the State of California, Trustees of the California State University, California State University, Fresno, the **California State University, Fresno Association, Inc.,** and all of said entities' agents, employees, representatives, boards, directors, officers, divisions, and affiliates (hereinafter "ADDITIONAL INSUREDS"). Fifteen (15) days prior to the commencement of the licensed use of the PREMISES, LICENSEE shall furnish LICENSOR with a certificate of insurance and also a copy of original endorsements effecting coverage required by this clause as evidence that the required coverage is in effect. LICENSEE will be required to furnish LICENSOR a list of exceptions and exclusions in addition to the certificate of insurance. All insurance

coverage required by this AGREEMENT must carry a thirty (30) day notice of cancellation. All deductibles arising from insurable events shall be the sole financial responsibility of LICENSEE. All insurance policies required pursuant to this section 3 shall be endorsed to provide that the underwriters and insurers waive any subrogation rights against each of the ADDITIONAL INSUREDS.

LICENSEE will protect, indemnify, save and hold harmless ASM GLOBAL, the LICENSOR, the State of California, the Trustees of the California State University, California State University, Fresno, and all of said entities' agents, employees, representatives, boards, directors, officers, divisions and affiliates ("INDEMNITEES") from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur on or in the PREMISES which may arise, or in any way grow out of any act or omission of the LICENSEE, its agents, subcontractors, servants, and employees or the use and occupancy of the PREMISES by the LICENSEE or anyone using or occupying said PREMISES as a patron or an invitee of LICENSEE, and any and all costs, expenses and/or attorney fees incurred by INDEMNITEES, or any of them, as a result of any such claim, demand, and/or cause of action except for those claims, demands, and/or causes of actions arising out of the acts or omissions of said INDEMNITEES, their agents, representatives, employees and subcontractors.

LICENSOR will protect, indemnify, save and hold harmless the District and its agents, employees, Board of Trustees ("INDEMNITEES") from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur on or in the PREMISES which may arise, or in any way grow out of any act or omission of the LICENSOR, its agents, subcontractors, servants, and employees or the use and occupancy of the PREMISES by the LICENSOR or anyone using or occupying said PREMISES as a patron or an invitee of LICENSOR, and any and all costs, expenses and/or attorney fees incurred by INDEMNITEES, or any of them, as a result of any such claim, demand, and/or cause of action except for those claims, demands, and/or causes of actions arising out of the act or omissions of said INDEMNITEES, their agents, representatives, employees and subcontractors.

4 SUITES. The PREMISES shall not include the luxury suites (the "Suites"). LICENSOR shall retain the right to lease, license or sell, on a seasonal or other basis, the Suites and all other proceeds from the use, license, lease, or sale of such Suites shall belong exclusively to LICENSOR and shall not be included in the box office settlement.

5. UTILITIES AND EQUIPMENT. Rent includes the on-site electric lights, heat and/or air conditioning and equipment customarily provided by LICENSOR and determined necessary by LICENSOR for the presentation of the attraction. LICENSOR shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the reasonable control of LICENSOR, including but not limited to acts of God, accidents, repairs or strikes. Such failure shall not constitute a default on the part of Licensor, nor shall LICENSOR be liable, under any circumstances, for loss of or damage to property, however, occurring, through or in connection with or incidental to the furnishing of or failure to furnish any of the utilities provided by this paragraph, or for any interruption to LICENSEE's business, however, occurring.

6. SETUP. The license fee includes setup of facilities as customarily provided by LICENSOR. It does not include stagehands, electricians, carpenters, or decorators during and after the event and/or other similar personnel that may be required in addition to those described in Paragraph 2 herein.

7. MOTION PICTURES, RADIO AND TELEVISION. LICENSEE shall have the right to negotiate and enter into agreements for granting of motion picture, radio or television or recording rights in connection with the staging of any performance under the terms of this license. LICENSOR agrees to allow LICENSEE to retain any and all revenues for any filming, recording, broadcasting, and/or other similar rights for this event.

8. OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS. With respect to any Event on the PREMISES, LICENSEES shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction, display, or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by LICENSEES under this Agreement do not include royalty, copyright, or other payments which may be payable on behalf of third party owners of such Works, and LICENSEES agree hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish, display or reproduce any such Works. LICENSEES specifically agree, undertakes, and assumes the responsibility to make any and all reports to such agencies and /or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC, Copyright Clearance Center, and other similar agencies. LICENSEES agree hereby to obtain and maintain evidence of such reports and any necessary payments, including evidence of compliance with the requirements of this paragraph. LICENSEES further agree hereby to provide to ASM GLOBAL any such compliance evidence as may be requested by ASM GLOBAL in advance of or after any such Event. LICENSEES agree that the obtaining and maintaining of such evidence by LICENSEES is a material condition of this Agreement. LICENSEEES agree to indemnify, defend, protect, and hold harmless ASM GLOBAL and all other Indemnities (as that term in defined in this Agreement) of and from all and all manner of losses arising in any way form the use by LICENSEES of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the publication, display, or performance by LICENSEES, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcasts, or on-line service providers, satellite or cable, and all other publication, display or performance means whatsoever, whether now known or developed after the date of this Agreement.

In addition to the foregoing, LICENSEE and its agents, guests and employees will observe and comply with all laws, ordinances, and regulations adopted or established by the United States, the State of California, the City of Fresno, and Fresno County; and with all rules and regulations provided by SAVE MART CENTER, LICENSOR, the Trustees of the California State University, and California State University, Fresno. LICENSEE will obtain at its own expense, all licenses, permits and union and trade organization clearances required by any public body or by contract for use by LICENSEE of the licensed PREMISES in the manner contemplated by this Agreement.

9. STAFFING. LICENSOR shall be the sole provider of conversion labor, ticket takers, ushers, ticket sellers, peer security, police, medical (for patrons), cleaning personnel, receptionist, maintenance/operations staff, engineers, and event coordinator. Any services that are required by LICENSEE that are not part of the scope of this AGREEMENT shall be subcontracted for by LICENSEE, or if provided by LICENSOR, billed at rates quoted in LICENSOR's published rate schedule (Exhibit A). If LICENSEE requests use of facility video boards, staffing, expenses related to said request shall be paid by LICENSEE and are not included in the base license fees described in Paragraph 2. LICENSOR shall have final say as to the minimum number of personnel required.

10. PERFORMANCE APPROVAL. LICENSOR retains sole approval rights of performance, exhibition or entertainment to be offered under this AGREEMENT and LICENSEE agrees that no such activity or part thereof shall be given if LICENSOR at any time prior to the Event files written objections on the grounds of character offensive to public morals, failure to uphold event advertising claims or violation of event content restrictions agreed to by both parties at the time of completion of this AGREEMENT. In the event of such occurrence, LICENSEE shall forfeit all rights under this contract and shall have no legal recourse against LICENSOR for any damages or for the return of any license fee deposits.

11. CONCESSIONS AND PARKING. LICENSOR reserves all rights not specifically granted to LICENSEE under the terms hereof, including but not limited to, all parking rights and privileges, the sale of all concession items, programs and novelties, and all rights to set up and operate any and all concessions and catering. LICENSEE shall not sell or give away any food, refreshments, beverages, tobacco products, flowers, candies, printed matter of any kind, photographs or any other materials without the prior written consent of LICENSOR. LICENSEE is aware that LICENSOR and its affiliated companies have the exclusive right for the sale and distribution of all food, beverage and merchandise (including T-shirts, novelties and programs) on SAVE MART CENTER property, and LICENSEE agrees to negotiate with LICENSOR accordingly. Parking shall be charged and retained by LICENSOR at rate of $10.00 per vehicle.

12. ADVERTISING. LICENSEE agrees that all advertising and promotion of the event will be truthful and accurate. LICENSEE further agrees no advertising or promotion will be instituted without LICENSOR having previously given written approval of the message content, format and placement, which approval LICENSOR may grant or deny in its sole discretion. LICENSEE shall not use the LICENSOR'S name(s) and/or logo(s), nor shall it reference show times, hours of operation and ticket purchasing and pricing without the express written consent of LICENSOR. LICENSOR reserves the right to promote other Arena events or recognize Arena sponsors via in-house audio-visual systems during periods which do not conflict with the Event performance (pre-show, intermission, time-outs, post-show).

13. CONTROL OF SAVE MART CENTER. LICENSOR reserves the right to control the management and/or operation of said SAVE MART CENTER and to enforce all necessary and proper rules for the management and operation of same. Notwithstanding anything to the contrary, LICENSOR reserves for its manager and employees the right to enter any part of said SAVE MART CENTER at any time and on any occasion.

14. SIGNS AND DECORATIONS. LICENSEE will neither post nor erect any decorations, signs, advertisements or posters of any kind or description on the PREMISES or any portion of the SAVE MART CENTER and/or other properties of LICENSOR unless specific, prior approval has been obtained from LICENSOR, which approval LICENSOR may grant or deny in its sole discretion.

15. COPYRIGHTS, TRADEMARKS, TRADE NAMES AND PATENTS. LICENSEE assumes all responsibility for and shall indemnify, defend and save and hold harmless the INDEMNITEES from and against any trade mark, trade name, copyright, patent infringement claims and all other intellectual property claims that may occur by the use of any trade marked, trade named, copyrighted, or patented material in connection with LICENSEE'S use of the licensed PREMISES or promotion or advertisement thereof.

16. BUILDING OR EQUIPMENT DEFACEMENT OR DAMAGE. LICENSEE agrees neither to damage, mar, nor in any manner deface SAVE MART CENTER equipment and shall neither cause nor permit anything to be done whereby the said PREMISES or equipment shall be in any manner injured, damaged, marred or defaced, nor shall LICENSEE drive or permit to be driven any nails, hooks, tacks or screws in any part of said building or equipment, nor shall LICENSEE make or allow to be made any alteration of any kind therein without express permission of LICENSOR. Damage to building or equipment shall be the sole liability of LICENSEE who agrees unequivocally to promptly reimburse LICENSOR for the cost of repairing damage to be building or equipment in an amount as reasonably determined by LICENSOR.

If the PREMISES or any portion of the SAVE MART CENTER shall be damaged by the act, omission, default or negligence of LICENSEE or LICENSEE's agents, subcontractors, employees, patrons, invitees, guests, or any person admitted to said PREMISES by LICENSEE, LICENSEE will promptly pay to LICENSOR, upon demand, in cash, a sum equal to the cost of repairing and restoring the

PREMISES to their condition as of the commencement of this license as deemed appropriate by LICENSOR, or LICENSEE will, at the option of and with the approval of LICENSOR, make or cause to be made such restoration and repairs at its own expense.

17. LOSS OF USE OF BUILDING. Should the space covered by this AGREEMENT or any part hereof be destroyed or damaged by fire or by any other cause, or if any other casualty, riot or civil disturbance, strike, act of God, or exercise of the police power or other unforeseen occurrence shall render the fulfillment of this contract by LICENSOR impracticable, LICENSOR shall not in any case be liable or responsible to LICENSEE for any damage or loss caused thereby. If because of an emergency such as but not limited to, an air raid, air raid warning, curfew, riot, civil disorder, or a proclaimed state of emergency, any performance or any public meeting scheduled or in progress is cancelled or terminated, LICENSOR shall not be liable or responsible to LICENSEE for any loss or damage caused thereby. In the event that the herein mentioned situations occur, LICENSEE will only be entitled to the return of any rental deposit paid and any additional rental due shall be waived.

18. INTERMISSION. If it is determined that the Event will have an intermission, LICENSOR will be notified, in advance, of the time and duration of said intermission.

19. DEFAULT BY LICENSEE. Except with regard to cancellation of this AGREEMENT by LICENSEE and the resulting entitlement of LICENSOR to liquidated damages pursuant to paragraph 2 hereof, in the event LICENSEE should default in the performance of any of the covenants contained in this license, or in the event LICENSEE should dissolve, cease doing business as a going concern, or become insolvent or bankrupt, LICENSOR shall have the option to terminate this license and all of LICENSEE's rights hereunder, and in the event of such termination, LICENSEE shall be obligated to pay to LICENSOR, on demand, any damages sustained by LICENSOR by reason of LICENSEE's actions or inactions, and the resulting termination of the license, whether arising because of LICENSOR's inability to re-license the PREMISES or otherwise. The provisions of this paragraph shall apply in conjunction with and in addition to those contained in Paragraph 10 relative to LICENSEE's failure to observe LICENSOR's performance and presentation standards.

20. CANCELLATION BY LICENSOR. Use of the SAVE MART CENTER is hereby licensed to Licensee only for the purpose stated in Paragraph 1 of this AGREEMENT. Any misrepresentation by LICENSEE or other person in obtaining this AGREEMENT shall be sufficient grounds for immediate cancellation of this AGREEMENT by LICENSOR without liability of LICENSOR, without obligation of LICENSOR to refund any deposit paid by LICENSEE, and without loss of any right of LICENSOR against LICENSEE.

In the event of such misrepresentation or violation of any other provisions of this AGREEMENT, LICENSOR, its agents or employees shall further have the right to refuse to allow LICENSEE to use the PREMISES, or if LICENSEE is already using the PREMISES, to cause the ceasing of all LICENSEE's activities and the removal of LICENSEE from the PREMISES.

21. RESPONSIBILITY FOR PERSONAL PROPERTY. LICENSOR shall not be responsible for any loss or damage to personal property placed in or about the SAVE MART CENTER belonging to LICENSEE, its servants, agents, subcontractors, guests, patrons and invitees, and LICENSEE shall hold LICENSOR and all other INDEMNITEES harmless from all claims arising out of loss or damage to such personal property. LICENSEE shall remove from the PREMISES immediately upon the conclusion of the Event, all property belonging to LICENSEE and all property brought into or unto the PREMISES by LICENSEE or by persons associated with LICENSEE in its use and occupancy of the aforesaid PREMISES. If LICENSEE fails to remove all such property, LICENSOR shall have the right to cause the removal and storage of any such property at LICENSEE's sole risk, cost and/or expense, but nothing herein shall in any way constitute LICENSOR as a bailee of any such properties whether owned by LICENSEE or by any other person.

22. ASSIGNMENT AND SUB-LICENSING. This AGREEMENT shall not be assigned nor shall the PREMISES be sub-licensed without the prior written consent of LICENSOR, which consent may be granted or denied in LICENSOR'S sole discretion.

23. WAIVERS. Waiver of one or more terms or conditions of this AGREEMENT shall not be deemed a modification or waiver of any other provisions of this license. No waiver shall be effective or binding upon LICENSOR unless it is in writing, duly executed by LICENSOR and LICENSEE, as an amendment to this AGREEMENT.

24. TAXES AND TAX RETURNS. LICENSEE shall be solely responsible for filing any and all federal, state and local tax returns and payment of all taxes due that arise out of LICENSEE'S use of the PREMISES, and indemnify, defend and hold INDEMNITEES harmless therefrom. LICENSOR reserves the right to prepare and file with any governmental agency any admission tax return required and to pay said taxes from funds to be deducted and retained from the sale of admission tickets, but LICENSOR shall have no obligation to file any tax returns or pay any taxes due by LICENSEE. The parties recognize that LICENSEE'S use of the PREMISES pursuant hereto may constitute a possessory interest therein subject to taxation by state and/or local taxing authorities. LICENSEE agrees to be wholly responsible for, and shall timely pay any such taxes, and shall remit such taxes demanded together with any interest and penalties associated therewith and, at no expense to the LICENSOR, and LICENSEE shall indemnify, defend and hold INDEMNITEES harmless therefrom.

25. LICENSOR'S PRIVILEGE AND RIGHT TO WITHHOLD FUNDS. LICENSEE hereby confers upon LICENSOR a first and paramount lien, pledge and privilege on all box office receipts collected from any and all box office locations for any sums due it under this AGREEMENT and shall have the right to retain so much of the same as shall be necessary to discharge LICENSEE's obligations to LICENSOR hereunder. LICENSEE hereby further authorizes LICENSOR to withhold from any other funds, that may be due LICENSOR, such sums as may be due LICENSOR pursuant to this AGREEMENT, including without limitation, any amount for damages for which LICENSEE may be liable to LICENSOR.

26. ATTORNEY FEES. In case suit or action is instituted by LICENSOR to enforce compliance with this AGREEMENT, LICENSOR shall be entitled to recover reasonable attorney fees from LICENSEE in addition to the costs and disbursements provided by statute.

27. APPLICABLE LAW. This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of California. With regard to any disputes that may arise out of this AGREEMENT, the parties consent to the jurisdiction of the courts of the State of California, and agree that venue of any such action is exclusively proper in the County of Fresno.

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IN WITNESS WHEREOF, the parties have affixed their signatures as follows:

LICENSEE:	**LICENSOR:**
Fresno Unified School District	**ASM GLOBAL**
DISTRICT	CONTRACTOR
Fresno Unified School District	***ASM GLOBAL***
{{Sig_es_:signer2:signature}}	Sean P McElhinney Sean P McElhinney (Jan 28, 2025 12:25 PST)
Patrick Jensen, Chief Financial Officer	***Name:*** **Sean McElhinney** ***Title: AGM/Dir Of Booking***
{{Dte_es_:signer2:date}}	
Date	***Date***

Approved As To Form:

Stacey Sandoval,
Executive Director Risk Management

2/12/2025
Date

SAVE MART CENTER at FRESNO STATE

EXHIBIT A
STAFFING / EQUIPMENT /SERVICES
RATE SCHEDULE

EVENT STAFFING

Event Coordinator	$ 250.00	/event
Patron Service Manager	$ 38.67	/hr.
Usher Supervisor	$ 24.90	/hr.
Ticket Taker Supervisor	$ 24.90	/hr.
Guest Services Representative	$ 24.90	/hr.
Usher	$ 24.68	/hr.
Ticket Taker	$ 24.68	/hr.
Ticket Seller	$ 24.68	/hr.
Event Receptionist	$ 26.15	/hr.
Parking Attendant	$ 24.68	/hr.
Parking Supervisor	$ 26.99	/hr.
Audio/Visual Technician	$ 28.09	/hr.
Engineer	$ 39.11	/hr.
Operations/Conversion Sup.	$ 28.09	/hr.
Operations/Conversion Staff	$ 26.15	/hr.
Event Peer Security Manager	$ 34.00	/hr.
Event Peer Security Supervisor	$ 33.50	/hr.
Event Peer Security Guard	$ 31.75	/hr.
Uniformed Security Guard	$ 31.75	/hr.
Police Officers	Actual charges from PD	
Ambulance (incl. 2 staff)	$ 228.00	/hr.
Paramedic	$ 95.00	/hr.
EMT	$ 95.00	/hr.
Fire Watch (per person)	$ 237.39	/hr.
Housekeeping Supervisor	$ 26.70	/hr.
Housekeeping Staff	$ 24.50	/hr.

POST-EVENT CLEANING

Daily attendance	Per Patron
0 to 2,000	$1.25
2,001 to 3,000	$1.07
3,001 to 5,000	$1.00
5,001 to 7,500	$0.94
7,501 to 10,000	$0..83
10,001 to 12,500	$0.71
12,501 to Cap.	$0.67

DIRT EVENTS – EXTRA CLEANING CHARGE

Floor Only	$ 2,250.00 Flat
Floor/Backstage	$ 4,500.00 Flat

Rates subject to change

STAGE LABOR

IATSE Local 158 - Fresno	See Exhibit B

FACILITY EQUIPMENT/SERVICES

Phone Sets	$ 150.00	/line
Phone Long Distance	Actual Charge	
High Speed Internet	$ 200.00	/location
Dressing Room Furniture	$ 100.00	/room
Scissor Lift	$ 50.00	/event
Forklift (w/extensions)	$ 125.00	/event
Staging		
4'x8' panel various heights	$ 10.00	/panel
Stairs and skirting included		
Half-house curtain	$ 500.00	/event
Spotlights	$ 125.00	Each
Chairs- folding or stacking	$ 1.00	Each
Tables - various sizes	$ 10.00	Each
Table Cloths	$ 2.00	Each
Table Skirts	$ 5.00	Each
Towels	$ 2.50	Each
Lectern - standard or table top	$ 25.00	Each
Pipe and Drape - 8 feet high	$ 3.00	/linear ft.
Tensa-Barrier -7 foot sections	$ 2.00	/section
Easels	$ 5.00	Each
Barricades	$ 5.00	Each
Microphones	$ 10.00	Each
TV/VCR cart	$ 50.00	/event
Portable sound system	$ 200.00	/event
Lighting tower	$ 85.00	Each
Video Scoreboard	$ 500.00	/event
Video board w/control room	$ 400.00	/event
Technical/Show Director	$ 45.00	/hr.
Video Replay Operator	$ 40.00	/hr.
Camera Operator	$ 35.00	/hr.
Venus Operator	$ 25.00	/hr.
Video Engineer	$ 35.00	/hr.
Utilities for camera operator	$ 25.00	/hr.
Avid Editing, with editor	$ 150.00	/hr.
Field camera w/operator DVC Pro	$ 150.00	/hr.
Fixed goal or P.O.V. cameras	$ 50.00	/day
Crewing, Set-up, Insurance Fee	$ 125.00	/day
Utilities Fee	$ 1,500.00	/day
Utilities Fee - Floor only	$ 500.00	/day

SMG An SMG Managed Facility

01-01-24

EXHIBIT B

STAGEHAND WAGE SCALE

EFFECTIVE September 1, 2024 – August 31, 2025

POSITION	HOURLY RATE	OVERTIME (1.5 Hourly Rate)*
STEWARD (A Steward is mandatory on calls w/ over ten workers)	$37.78	$56.67
TIE IN ELECTRICIAN	$35.35	$53.03
DEPARTMENT HEADS (Light, Audio, Video, Carp & Prop)	$35.35	$53.03
STAGEHANDS / GRIPS / WARDROBE	$28.57	$42.86
TRUCK/TRAILER LOADERS. (Do not convert to hands)	$33.08	$49.62
UP / HEAD RIGGERS	$49.15	$73.73
DOWN RIGGERS	$46.35	$69.53
FORKLIFT and AERIEL EQUIPMENT OPERATORS	$33.08	$49.62
HOUSE / EVENT TECHNICIAN	$36.07	$54.11

*(Overtime after 8 regular time hours / Midnight – 3:00 a.m. / 6:00 a.m. – 8:00 a.m.) **(Double Time: 3:00 a.m. – 6:00 a.m.)

TRADE SHOWS: The same rates shall apply in all positions

SHOW CALLS: Show calls are billed at a flat rate of 3 1/2 hours and begin no earlier than one half hour prior to the ticketed start time. Shows that run overtime, shall be billed in ½ hour increments of the "show call" hourly rate.

POSITION	PERFORMANCE "SHOW" CALL RATE	Hourly Rate	½ Hourly Rate
STEWARD	$160.48	$45.85	$22.93
DEPARTEMENT HEAD	$150.16	$42.90	$21.45
STAGE HANDS / GRIPS	$121.35	$34.67	$17.34
SPOTLIGHT OPERATOR (House or Robo)	$137.31	$39.23	$19.62
SPOTLIGHT OPERATOR (Truss)	$151.34	$43.24	$21.62
PYRO – TECHNICIAN (Assistant)	$150.15	$42.90	$21.45
TECHNICAL DIRECTOR	$159.88	$45.68	$22.84
CAMERA OPERATOR	$151.34	$43.24	$21.62

1. Add $20.00 per performance for stagehands, which are required to be "in costume" and on stage during the performance)
2. Shows that are "Commercially Filmed, Video Taped, Audio Recorded or Streamed Live to an audience outside of arena" shall require a Double Show Call rate during the "recorded" performance(s). If on a recognized holiday, employees will be paid at a rate of 1.5 times the show call rate + an additional show call (double time + 1/2)

45% will be added to the labor subtotal to cover Payroll Costs and Benefits. This rate is subject to change.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: APPROVE

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Approve Grant Agreement with Self Help Enterprises

ITEM DESCRIPTION: Included in the Board material is the grant agreement with Self Help Enterprises for the Drinking Water for Schools Grant Program. Self Help Enterprises is the primary grantee and administrator of the program funded by the California State Water Resources Control Board.

- Self Help Enterprises has sub-awarded $50,040 grant funding to Fresno Unified School District for the replacement of three drinking fountains with new drinking fountain bottle filling stations at Sunset Elementary School.

- Self-Help Enterprises will serve as the Technical Assistance provider to support Fresno Unified School District in the project's implementation for the drinking water access improvements.

The period of performance will commence after the contract's execution and will be completed before February 28, 2026. The Drinking Water for Schools Grant Program enables Fresno Unified to expand the implementation of water access improvements to more schools through the support of valuable partnerships from Self Help Enterprises and the California State Water Resources Control Board.

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

PREPARED BY: Jerry Jorge

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

Exhibit Sub-Recipient Agreement

Between

Self-Help Enterprises

and

Fresno Unified School District

This Sub-Recipient Agreement is entered into by and between Self-Help Enterprises (hereinafter "SHE"), and Fresno Unified School District, (hereinafter "DISTRICT"), collectively "THE PARTIES". The purpose of this Agreement is to improving access to, and the quality of, drinking water in public schools.

I. Project Description

The Project is for the benefit of the School District for the purpose of receiving technical assistance (TA), assistance with installing drinking water access improvements at Sunset Elementary School. SHE will provide oversight and guidance to carry out the Project on public school properties (Sunset Elementary School). Time is of the essence.

II. Responsibilities

A. SHE agrees to:

1. Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved Guidelines, procedures, applicable laws, and regulations.
2. Conduct pre-, during, and post-construction photo monitoring and submit in the associated quarterly progress report(s).
3. Conduct periodic and final site visits with the Technical Contact or Project Manager, as requested.
4. Notify the Project Manager of any proposed changes that arise during construction that may affect the Project's scope, schedule, or costs
5. Attend training related to implementing public works projects, complying with State cross-cutters, sample collection procedures and/or POU or POE implementation upon Project Manager approval
6. Provide TA to complete the application for funding and submit to the State Water Resources Control Board Project Manager.
7. Prepare and Submit Quarterly Progress Reports to the Project Manager.
8. Provide TA for deliverable completion to obtain approval from Technical Contact for treatment and implementation.
9. Develop Education and Outreach materials.

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B. DISTRICT agrees to:

1. Contract with qualified, licensed contractor(s), if applicable.
2. Submit contracts to SHE.
3. Ensure that the prevailing wage provisions of the State Labor Code are being met.
4. Comply with the Department of General Services, Division of State Architect (DSA) approval process, if required.
5. Allow oversight by SHE to ensure the work performed is within the approved scope, and reimbursable for eligible expenses.
6. Provide safe and suitable site access for SHE, the State Water Board, the Governor of the State, or any authorized representative of the foregoing, at all reasonable times for the useful life of any constructed portions of the Project.
7. Provide updates on the status of the long-term or other interim solution, as applicable.
8. Operate and maintain constructed elements per manufacturer recommendations.
9. State Cross Cutters Compliance: As applicable, complies and covenants to maintain compliance with the following for the term of the Agreement:
    a. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
    b. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
    c. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
    d. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
    e. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
    f. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
    g. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
    h. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.
    i. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
    j. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
    k. Division of State Architect requirements, including the requirements of Education Code section 17280.

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III. Duration

This Sub-Recipient Agreement shall become effective upon signature by the authorized officials in section VI and will remain in effect until February 28, 2026. SHE or DISTRICT may terminate this Sub-Recipient Agreement with 30-days written notice. Funds disbursed prior to early termination of Sub-Agreement are subject to repayment to SHE. Sub-Recipient Agreement may be extended by mutual agreement of SHE and DISTRICT.

IV. Indemnification

A. DISTRICT shall indemnify and hold SHE harmless against any and all liabilities, claims, losses, damages, costs, and expenses of any kind (including, but not limited to, reasonable attorneys' fees, costs and expenses) which may be incurred by SHE as a direct or indirect consequence of any act or omission by DISTRICT relating to or arising out of this Agreement or the Sponsor's actual or proposed use of proceeds of any funding hereunder; provided, that SHE shall have no right to be indemnified hereunder for its own gross negligence or willful misconduct as determined by a court of competent jurisdiction.
B. SHE shall hold harmless, defend and indemnify the DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including DISTRICT property, arising out of the activities of SHE or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SHE by any taxing authority asserting that an employer employee relationship exists by reason of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
C. To the extent permitted by law, the DISTRICT agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the DISTRICT for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The DISTRICT must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the DISTRICT in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the. DISTRICT in any contract or subcontract.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

To the fullest extent permitted by law, the DISTRICT agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

D. Failure to proceed according to the timelines set forth in this agreement may require the DISTRICT to repay to SHE all disbursed project funds. DISTRICT shall be responsible to indemnify and hold SHE harmless for all amounts needing to be repaid under this provision or under the State Agreement.

V. Environmental Clearance

Activities must be excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed unless the State Water Board has provided approval to proceed to SHE. Upon receipt and review of the DISTRICT's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. DISTRICT shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval from SHE and the State Water Board shall constitute a breach of a material provision. of this Agreement. (b) If this Project includes modification of a river or stream channel, the DISTRICT must fully mitigate environmental impacts resulting from the modification. The DISTRICT must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

VI Rights In Data

The DISTRICT agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of SHE and the State of California as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the DISTRICT may copyright the same, except that, as to any work which is copyrighted by the DISTRICT, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the DISTRICT upon request.

VII. Drug Free Workplace

The DISTRICT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The DISTRICT shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the DISTRICT's workplace and specifying the actions to be taken against employees for violations of the prohibition. The DISTRICT shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the DISTRICT's policy of

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

maintaining a drugfree workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The DISTRICT shall provide that every employee who works on the Project receives a copy of the DISTRICT's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project

VIII Mediation/Arbitration

A. Mediation – If the parties are not able informally resolve to resolve a dispute, the parties agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision is initialed.

B. Arbitration – Subject to the mediation provision above, any claim or controversy arising among or between the Parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in the State of California under the then prevailing rules of the American Arbitration Association or JAMS as agreed to by the Parties. In any arbitration involving this Agreement, the arbitrator(s) shall not make any award which will alter, change, cancel or rescind any provision of the Agreement and their award shall be consistent with the provisions of this Agreement. Any such arbitration must be commenced no later than one (1) year from the date such claim or controversy arose. The award of the arbitrator(s) shall be final and binding and judgment may be entered in any court of competent jurisdiction. In addition to the foregoing, the parties may apply to any court of appropriate jurisdiction for any of the provisional remedies it may be entitled to, including but not limited to injunction, attachment or replevin, pending the determination of any claim or controversy pursuant to the arbitration provisions of this Agreement. Venue with regard to any proceedings arising out of this Agreement shall be in Tulare County, California. The Costs of the arbitrator(s) will be paid initially equally by the Parties; however, the arbitrator(s) shall have the right to order either Party to pay all costs as part of its award.

IX Nondiscrimination

A. The DISTRICT must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the DISTRICT retains ownership or possession of the Project.
B. If Project Funds are used to acquire or improve real property, the DISTRICT must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
C. The DISTRICT must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

D. The DISTRICT's obligations under this section shall survive the term of this Agreement.
E. During the performance of this Agreement, DISTRICT and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
F. The DISTRICT, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ·
G. The DISTRICT, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations. promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
H. The DISTRICT, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
I. The DISTRICT must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

X. Waiver

DISTRICT hereby waives SHE and its officers, agents and employees from any and all claims for loss or damage caused by any act or omission on the part of SHE or any of its officers, agents and employees, exempting any willful misconduct by same.

XI. Notices

Notice shall be sufficient hereunder if personally served upon SHE President/CEO or an officer or principal of the DISTRICT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

Self-Help Enterprises
President/CEO
P.O. Box 6520
Visalia, CA 93290

Fresno Unified School District
Patrick Jensen
Chief Financial Officer
2309 Tulare Street
Fresno, CA 936721

XII. Master Agreement

DISTRICT is bound to all terms and conditions of the attached Master Agreement between State Water Resources Control Board and SHE represented as Exhibit A of this Agreement. DISTRICT shall comply with all requirements of the Master Agreement to SHE to the same extent SHE is bound to the State Water Resources Control Board under the Master Agreement.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

XIII. Project Funding

Subject to the terms of this Agreement, SHE agrees to provide Grant Funds in the amount of up to FIFTY THOUSAND AND FORTY DOLLARS ($50,040).

The detailed budget is represented as Exhibit B of this agreement.

XIV. Financial Assistance Contingency and Exclusions

The disbursement of Grant Funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

XV. Budget Summary

LINE ITEM	GRANT FUNDS	TOTAL PROJECT COSTS
Parts/Materials	$23,040	$23,040
Pilot Studies	N/A	N/A
Operation & Maintenance	N/A	N/A
Contractors	$25,500	$25,500
Consultants	$1,500	$1,500
TOTAL	$50,040	$50,040

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Attest

{{Sig_es_:signer2:signature}}

Stacey Sandoval/Executive Director, Benefits & Risk Management

{{Dte_es_:signer2:date}}

Date

Fresno Unified School District

{{Sig_es_:signer4:signature}}

Patrick Jensen/Chief Financial Officer, Business Services Administration

{{Dte_es_:signer4:date}}

Date

SELF-HELP ENTERPRISES

DocuSigned by:

35086C5CD890436...

Thomas J. Collishaw, President/CEO

12/19/2024

Date

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

Note: CHECK YOUR NUMBERS! Do NOT assume this Excel spreadsheet is correct. Please refer to the READ ME tab.
Note: Create a separate budget for each school.

Attachment 8A-Drinking Water for Schools Grant Program- BUDGET DETAILS

Applicant: Fresno Unified School District
Project: Sunset Elementary School Water Access Project
FAAST PIN: [Insert PIN]

Budget Category/Tasks	Discipline/ Description	Labor Costs (Grant & Other Funds)			Materials/Equipment (Grant & Other Funds)				Budget Details TOTALS	Percent of Grant
		Rate	# of Hours	Total Labor Cost	Unit Cost	Unit Measurement (yd, ft, item, etc)	# of Units	Total Material / Equipment Cost		
3. Construction / Implementation				**$27,000**				**$23,040**	**$50,040**	**100.0%**
3.1 Issue RFP										
	Legal Consultant	$300	5	$1,500					$1,500	3.0%
Advertisement (Formal bids only)	Certified Payroll			$1,500	$200	Weekly	0	$0	$1,500	3.0%
3.4 Drinking Water Fountain Installations										0.0%
Plumber Supplied Materials per Fountain					$3,000	Materials	3	$9,000	$9,000	18.0%
Plumber travel Hours	Plumber I	$150	40	$6,000					$6,000	12.0%
	Plumber II	$150	40	$6,000					$6,000	12.0%
Fountain Description: Tap ID # 2, 3, 5 - Bi Level Mechanical w/ Bottle filing, non-filtered	Drinking Fountain	$150	40	$6,000	$4,380	Unit	3	$13,140	$19,140	38.2%
				$0				$0		0.0%
ADA Compliant Railings (Tap #2,3,5)	Plumber I&II	$150	40	$6,000	$300	Materials	3	$900	$6,900	13.8%
Grand Totals:				**$27,000**				**$23,040**	**$50,040**	**100%**

$27,900

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DRINKING WATER for schools
GRANT PROGRAM

DRINKING WATER FOR SCHOOLS

SELF-HELP ENTERPRISES

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

CALIFORNIA Water Boards

IMPLEMENTATION GRANT

DRINKING WATER FOR SCHOOLS – ROUND 2

AGREEMENT NO. SWRCB0000000000D1916402

AMENDMENT 1

PROJECT FUNDING AMOUNT: $3,856,000

ELIGIBLE WORK START DATE: JULY 1, 2019
WORK COMPLETION DATE: ~~FEBRUARY 28, 2023~~ **FEBRUARY 28, 2026**
FINAL REIMBURSEMENT REQUEST DATE: ~~MARCH 31, 2023~~ **MARCH 31, 2026**
RECORDS RETENTION END DATE: ~~FEBRUARY 28, 2030~~ **FEBRUARY 28, 2033**

This Grant Agreement executed by the State Water Board on November 4, 2020, is hereby amended as of December 22, 2022, to revise the Work Completion Date, the Final Reimbursement Request Date, the Records Retention End Date, the body of the agreement, and Exhibits A, B, and C, and to add Exhibit D (deletions shown as stricken and revisions bold and underlined). Except as noted herein all other terms and conditions shall remain the same.

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAI8nP9WVLH1YBNc2FgVEYXOCKsqgCWzR

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AGREEMENT

1. AUTHORITY.

   (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Budget Act of 2018 as amended by Assembly Bill 72 (Statute 2019, Ch.1), and Resolution No. 2019-0024.

2. INTENTION.

   (a) The Recipient desires to receive financial assistance for and to undertake work required for the purposes of improving access to, and the quality of, drinking water in public schools according to the terms and conditions set forth in this Agreement.

   (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

   (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.

   (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:

      (1) The Recipient must deliver to the Division a resolution authorizing this Agreement.

   (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.

   (d) This Agreement includes the following exhibits and attachments thereto:

      EXHIBIT A – SCOPE OF WORK

      EXHIBIT B – FUNDING TERMS

      EXHIBIT C – GENERAL & PROGRAMMATIC TERMS AND CONDITIONS

      EXHIBIT D – SPECIAL CONDITIONS

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4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board		Self-Help Enterprises	
Section:	Division of Financial Assistance		
Name:	Ravinder Jawanda, Project Manager	Name:	~~Paul Boyer~~**Eddie Ocampo**, Project Director
Address:	1001 I Street, 16th Floor	Address:	P.O. Box 6520
City, State Zip:	Sacramento, CA 95814	City, State, Zip:	Visalia, CA 93290
Phone:	(916) 341-5865	Phone:	(559) ~~802-1681~~**802-1683**
Email:	Ravinder.Jawanda@waterboards.ca.gov	Email:	~~paulb@selfhelpenterprises.org~~ **eddieo@selfhelpenterprises.org**

Direct inquiries to:

State Water Board		Self-Help Enterprises	
Section:	Division of Financial Assistance		
Name:	Lily Lee, Program Analyst	Name:	~~Cecilia Vela~~**Briana Becerra**, Project Contact
Address:	1001 I Street, 17th Floor	Address:	P.O. Box 6520
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The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

"Deputy Director" means the Deputy Director of the Division.

"Disadvantaged Community (DAC)" means a community with an annual median household income that is less than eighty percent (80%) of the statewide annual median household income. Schools may be qualified as within a DAC if the location of the school is within a census block group with an annual median household income that is less than eighty percent (80%) of the statewide annual median household income.

"Disbursement Period" means the period during which Project Funds may be disbursed.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Local Education Agency" means a Local Education Agency serving kindergarten or any of grades 1-12, inclusive, and preschools and Child Day Care Facilities, located on public school property. Additionally, all projects must be located at schools within, or serving, a Disadvantaged Community as defined in Section V of the Guidelines.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

(a) Failure by the Recipient to make any payment required to by paid pursuant to this Agreement;

(b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement which shall prove to have been inaccurate, misleading or incomplete in any material respect;

(c) A material adverse change in the condition of the Recipient or the Project which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;

(d) Failure to operate the Project without the Division's approval;

(e) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;

(f) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;

(g) A determination pursuant to Government Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;

(h) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds reimbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"Generally Accepted Accounting Principles (GAAP)" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Drinking Water For School Grant Program Guidelines – State Fiscal Year 2018/2019 Allocation," in effect as of the execution date of this Agreement.

"Impaired Water Quality" means any contamination of water to a degree which, in the judgment of the State Water Board, may have an adverse effect on the health of persons. Impairment may be caused by any physical, chemical, biological, or radiological substance or matter in water.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Local Education Agency" means a county office of education, school district, state special school, or direct-funded charter school.

"Maximum Contaminant Level (MCL)" means a state or federal maximum permissible level of a contaminant in drinking water.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Project Manager, or the Program Analyst.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

"Point-of-Entry (POE) Treatment Device" means a treatment device applied to the drinking water entering a house or building for the purpose of reducing contaminants in the drinking water distributed throughout the house or building.

"Point-of-Use (POU) Treatment Device" means a treatment device applied to a single tap for the purpose of reducing contaminant in drinking water at that tap.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

"Project Funding Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page of this Agreement.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Project Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 4 of this Agreement.

"Public Water System" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has fifteen (15) or more service connections or regularly serves at least twenty-five (25) individuals daily at least sixty (60) days out of the year.

"Recipient" means Self-Help Enterprises.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.

"State" means State of California.

"State Water Board" means the California State Water Resources Control Board.

"Technical Contact" means technical staff assigned to the Project who is responsible for tasks that require technical background in reviewing and approving a specific document or progress report and conducting site visits.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

"Useful Life" means the useful life of the Project beginning at Project Completion.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

"Work Completion Date" means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.

6. SIGNATURE.

This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

IN WITNESS WHEREOF, this ~~Agreement~~**Amendment** has been executed by the parties hereto.

SELF-HELP ENTERPRISES:

By: _____
Name: Thomas J. Collishaw
Title: President/CEO

Date: Mar 27, 2023

STATE WATER RESOURCES CONTROL BOARD:

By: J. Karkoski
Name: Joe Karkoski
Title: Deputy Director
Division of Financial Assistance

Date: May 9, 2023

Additional Docusign Transaction Number: [illegible]

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

EXHIBIT A – SCOPE OF WORK

A.1 PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement. The Project is for the benefit of the Recipient for the purpose of providing technical assistance (TA), conducting outreach, implementing interim drinking water solutions, and installing drinking water access improvements and Point of Use (POU) and/or Point of Entry (POE) treatment devices at schools serving disadvantaged communities (DAC). The Recipient will act as the Program Administrator and accept applications from Local Education Agencies (LEAs) and provide oversight and guidance to carry out the Project at public school properties.

(b) The Useful Life of any constructed portions of this Project is at least ten (10) years.

(c) Scope of Work

The Recipient agrees to do the following:

1. Project Management

1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved Guidelines, procedures, applicable laws, and regulations.

1.2 Conduct pre-, during, and post-construction photo monitoring and submit in the associated quarterly progress report(s).

1.3 Conduct periodic and final site visits with the Technical Contact or Project Manager, as requested.

1.4 Comply with the Department of General Services, Division of State Architect (DSA) approval process, if required.

1.5 Notify the Project Manager of any proposed changes that arise during construction that may affect the Project's scope, schedule, or costs.

1.6 Attend training related to implementing public works projects, complying with State cross-cutters, sample collection procedures and/or POU or POE implementation upon Project Manager approval.

2. Outreach for LEAs - Impaired Water Quality

2.1 Develop outreach materials to educate potential LEAs of funding availability and submit to the Project Manager for approval. At a minimum, the outreach material shall include the following:

- A description of the program;
- A description of eligible project types;
- The general application process;

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

- How to request TA with completing the application; and
- A description of the sub grant agreement requirements, as described in Item 4.

2.2 Create a webpage to provide information to potential LEAs of the eligibility of funding and the application process. Submit the weblink to the Project Manager.

2.2.1 Update webpage semi-annually with the list of approved projects.

2.3 Obtain a list of potential eligible LEAs from the Project Manager to notify them of the Project.

2.4 Conduct a minimum of two (2) workshops and/or webinars utilizing the approved material in Item 2.1. Submit the sign-in sheets or list of eligible LEAs in attendance to the Project Manager.

2.4.1 Develop a list of interested potential LEAs and submit to the Project Manager.

3. Technical Assistance and Applications for LEAs - Impaired Water Quality

3.1 Provide TA to interested LEAs to identify the proposed interim solutions for schools and complete the applications. The Recipient shall spend a maximum of seventy-five (75) hours per LEA, including time spent onsite, over the phone, through email, and any in-office coordination and preparation to complete the application. A draft application template will be provided by the Project Manager.

3.1.1 Submit a request to commit additional time beyond the seventy-five (75) hours per LEA to the Project Manager, if needed. The request must include a description and justification of the additional time required. The Project Manager will approve or deny the request based on the LEA's needs, time required, and costs involved.

3.1.2 Finalize the application template and submit to the Project Manager for approval.

3.2 Provide TA to LEAs to complete the application for funding to operate and maintain the POU or POE treatment previously installed.

3.3 Complete all applications, utilizing the approved template in Item 3.1.2, and submit to the Project Manager for approval.

3.4 Create a summary of the TA provided to each LEA in Items 3.1 and 3.2 and submit in the associated quarterly progress report(s).

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

4. Sub Grant Agreement - Impaired Water Quality

Recipient Performing Implementation Tasks

4.1 Develop and execute sub grant agreements with the LEAs approved in Item 3.3. The sub grant agreement must require the following:

4.1.1 Provide safe and suitable site access for Recipient, the State Water Board, the Governor of the State, or any authorized representative of the foregoing, at all reasonable times for the useful life of any constructed portions of the Project.

4.1.2 Provide updates on the status of the long-term or other interim solution, as applicable.

4.1.3 Operate and maintain constructed elements per manufacturer recommendations.

LEA Performing Implementation Tasks

4.2 Develop and execute sub grant agreements with the LEAs approved in Item 3.3 upon notification to the Project Manager that the LEA intends to perform their own implementation work. The sub grant agreement must require the LEAs to complete the following:

4.2.1 Subcontract with qualified, licensed contractor(s), if applicable.

4.2.2 Submit subcontracts to Recipient.

4.2.3 Allow management oversight by the Recipient to ensure the work performed is within the approved scope, and reimbursable for eligible expenses.

4.2.4 Provide safe and suitable site access for Recipient, the State Water Board, the Governor of the State, or any authorized representative of the foregoing, at all reasonable times for the useful life of any constructed portions of the Project.

4.2.5 Provide updates on the status of the long-term or other interim solution, as applicable.

4.2.6 Operate and maintain constructed elements per manufacturer recommendations.

4.3 Submit the executed sub grant agreements to the Project Manager.

5. Plumbing Fixtures and Drinking Water Fountain Replacement (Lead) - Impaired Water Quality

5.1 Prepare a Sampling Plan identifying the steps needed for initial and confirmation sampling and submit to the Technical Contact for comment.

5.1.1 Submit the final Sampling Plan in Item 5.1, including any comments from the Technical Contact, to the Project Manager for approval.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

5.1.2 Determine the appropriate sample names for electronic data submittal in consultation with the Technical Contact, if applicable.

5.2 Conduct initial water quality testing in accordance with the approved Sampling Plan in Item 5.1.1.

5.2.1 Submit a summary of the initial water quality test results, a list of fixtures that are recommended for replacement, and the location, manufacturer and model information of the proposed fixtures to be installed to the Technical Contact for approval.

5.2.2 Submit the approved document(s) in Item 5.2.1 to the Project Manager.

5.3 Replace plumbing fixtures and drinking water fountains with lead-free alternatives in accordance with Item 5.2.1.

5.4 Flush all newly installed plumbing fixtures and drinking water fountains according to the Technical Contact's instructions.

5.5 Conduct all confirmation water quality testing in accordance with the approved Sampling Plan in Item 5.1.1 at each location where a fixture or drinking fountain was installed.

5.5.1 Submit a summary of the confirmation water quality test results with a list of fixtures that are recommended to be made available for use to the Technical Contact for approval.

5.5.2 Submit the approved document(s) in Item 5.5.1 to the Project Manager.

5.5.3 Put newly installed plumbing fixtures into service after receiving approval in Item 5.5.1.

5.6 Submit photo documentation of the work performed in Item 5.5 in the associated quarterly progress report(s).

6. Point of Use or Point of Entry Pilot Testing - Impaired Water Quality

6.1 Develop a Treatment Strategy for schools that includes installation of a POU or POE and submit to the Technical Contact for approval.

6.1.1 Submit the approved Treatment Strategy to the Project Manager.

6.2 Develop a Pilot Testing Protocol for schools and submit to the Technical Contact for approval prior to performing any POU or POE pilot testing.

6.2.1 Provide a list of fixtures and drinking fountains that need to be replaced prior to pilot testing a POU. Include manufacturer and model to be installed.

6.2.2 Submit a copy of the approved Pilot Testing Protocol in Item 6.2 to the Project Manager.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

6.2.3 Obtain Project Manager approval to proceed with installation of the POU or POE to be used for pilot testing.

6.3 Select an appropriately qualified and licensed contractor for the installation of the POU or POE to be pilot tested, consistent with the information submitted in Item 6.1.

6.4 Purchase and install the approved POU or POE at the location specified in the approved Pilot Testing Protocol in Item 6.2. Notify the Technical Contact and Project Manager when the installation is completed.

6.5 Perform pilot testing in accordance with the approved Pilot Testing Protocol in Item 6.2.

6.6 Conduct water quality testing on the installed pilot POU or POE, in accordance with the approved Pilot Testing Protocol in Item 6.2, and submit the results to the Technical Contact.

6.7 Evaluate the results of the pilot testing and submit a report to the Technical Contact and Project Manager describing the findings and the feasibility of installing POUs or POEs at the schools. Include a summary of costs expended to date and the estimated cost to complete the project as compared to the maximum allowed per school by the Guidelines.

6.7.1 If the results of the pilot testing indicate that POU or POE is not a feasible solution at a school, the Recipient will not install POU or POE at the school. Notify the Technical Contact and Project Manager.

6.7.2 If the results of the pilot testing indicate that POU or POE is a feasible solution, notify the Technical Contact and Project Manager, and obtain concurrence from the LEA and the Technical Contact that the POU or POE is the selected interim solution, then proceed with the tasks identified in Items 7 through 11.

7. Permitting - Impaired Water Quality (If Applicable)

7.1 Submit an application for the appropriate DDW or Local Primacy Agency (LPA) permit amendment on behalf of each LEA implementing the POU or POE to the Technical Contact for approval, if required, prior to installing the POU treatment devices.

7.1.1 Submit a copy of each permit application to the Project Manager, if applicable.

7.2 Obtain confirmation from the Technical Contact that the application is complete and submit a copy of the confirmation to the Project Manager, if applicable.

8. POU/POE Installation - Impaired Water Quality (If Applicable)

8.1 Notify the Technical Contact and Project Manager two (2) weeks prior to installation of any POU/POE treatment device(s) at the schools.

8.2 Install the POU/POE treatment devices in accordance with the approved Treatment Strategy in Item 6.1.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

8.3 Submit photo documentation of the installed POU/POE to the Technical Contact and the Project Manager in the associated quarterly progress report(s).

8.4 Coordinate an inspection of the installed POU/POE treatment devices with the Technical Contact and obtain approval before the POU/POE treatment devices are put into service. Submit a copy of the approval to the Project Manager.

9. POU/POE Treatment Monitoring Plan - Impaired Water Quality

9.1 Prepare a POU/POE Treatment Monitoring Program for each LEA implementing POU or POE and submit to the Technical Contact for approval, if required.

9.1.1 Submit each approved POU/POE Treatment Monitoring Program to the Project Manager.

10. Operations and Maintenance - Impaired Water Quality

10.1 Prepare a POU/POE Treatment Operations and Maintenance Plan for each LEA implementing POU or POE, including proposed Primary Station (PS) codes for reporting analytical results to DDW, and submit to the Technical Contact for approval.

10.1.1 Obtain confirmation from the Community Water System (CWS) that they agree to provide PS codes used by the laboratory to electronically submit test results for schools being served domestic water, if applicable.

10.1.2 Submit each approved POU/POE Treatment Operations and Maintenance Plan to the Project Manager.

10.1.3 Operate and maintain the POU/POE per each approved Treatment Operations and Maintenance Plan in Item 10.1 and/or approved permit in Item 7.1.

11. Education and Outreach - Impaired Water Quality

11.1 Prepare one (1) POU/POE outreach template and one (1) fixture replacement outreach template to inform students, staff, and parents of the improvements at the schools, and submit to the Technical Contact and Project Manager for approval.

11.1.1 Distribute a maximum of one (1) copy electronically, of each approved template in Item 11.1, to the LEAs, as requested.

11.2 Prepare meeting materials and attend meetings with LEAs, parents, and the Technical Contact, if requested by the Technical Contact.

12. Outreach for LEAs - Impaired Access

12.1 Obtain Project Manager approval prior to conducting outreach activities identified in Items 12.2 through 12.4.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

12.2 Develop outreach materials to educate potential LEAs of funding availability and submit to the Project Manager for approval. At a minimum, outreach material shall include the following:

- A description of the program;
- A description of eligible project types;
- The general application process;
- How to request TA with completing the application; and
- A description of the sub grant agreement requirements, as described in Item 14.

12.3 Conduct a minimum of one (1) workshop and/or webinar using the approved material in item 12.2. Submit the sign-in sheets or list of LEAs in attendance to the Project Manager.

12.3.1 Develop a list of interested LEAs and submit to the Project Manager.

12.4 Update webpage, created in Item 2.2, with the list of approved projects on a semi-annual basis.

13. Technical Assistance and Applications for LEAs - Impaired Access

13.1 Obtain approval from the Project Manager to provide TA to access impaired LEAs.

13.2 Provide TA to interested LEAs to identify the proposed solutions for schools and complete the applications. The Recipient shall spend a maximum of fifty (50) hours per LEA, including time spent onsite, over the phone, through email, and any in-office coordination and preparation to complete the application.

13.2.1 Submit a request to commit additional time beyond the fifty (50) hours per LEA to the Project Manager, if needed. The request must include a description and justification of the additional time required. The Project Manager will approve or deny the request based on the LEA's needs, time required, and costs involved.

13.2.2 Develop application template and submit the final template to the Project Manager for approval.

13.2.3 Complete all applications, using the approved template in Item 13.2.2 and submit to the Project Manager for approval.

13.3 Create a summary of the TA provided to each LEA in Item 13.2 and submit in the associated quarterly progress reports.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

14. Sub Grant Agreement - Impaired Access

Recipient Performing Implementation Tasks

14.1 Develop and execute sub grant agreements with the LEAs approved in Item 13.2.3. The sub grant agreement must require the following:

14.1.1 Provide safe and suitable site access for Recipient, the State Water Board, the Governor of the State, or any authorized representative of the foregoing, at all reasonable times for the useful life of any constructed portions of the Project.

14.1.2 Operate and maintain constructed elements per manufacturer recommendations.

LEA Performing Implementation Tasks

14.2 Develop and execute sub grant agreements with the LEAs approved in Item 13.2.3 upon notification to the Project Manager that the LEA intends to perform their own implementation work. The sub grant agreement must require the LEAs to complete the following:

14.2.1 Subcontract with qualified, licensed contractors, if applicable.

14.2.2 Submit subcontracts to Recipient.

14.2.3 Allow management oversight by the Recipient to ensure the work performed is within the approved scope, and reimbursable for eligible expenses.

14.2.4 Provide safe and suitable site access for Recipient, the State Water Board, the Governor of the State, or any authorized representative of the foregoing, at all reasonable times for the useful life of any constructed portions of the Project.

14.2.5 Operate and maintain constructed elements per manufacturer recommendations.

14.3 Submit the executed sub grant agreements to the Project Manager.

15. Implementation – Schools with Impaired Access

15.1 Construct the access improvements in accordance with the approved applications in Item 13.2.3, after obtaining applicable approval in Item 1.4, if required.

15.2 Submit photo documentation of the installed fountains at each school to the Project Manager in the associated quarterly progress report(s).

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

A.2 STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, not more than monthly, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

A.2.2.2 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.3 Final Reports

At the conclusion of the Project, the Recipient must submit the following to the Project Manager:

(a) Draft Final Project Report.

Prepare and submit to the Project Manager, for review and comment, a draft Final Project Report in a format provided by the Project Manager.

(b) Final Project Report.

Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the Final Project Report. Upload an electronic copy of the Final Project Report in pdf format to the Financial Assistance Application Submittal Tool system.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

A.2.3 Commencement of Operations.

Upon Work Completion, the Recipient must expeditiously initiate, or must ensure Eligible Local Education Agencies expeditiously initiate, Project operations.

A.3. DATES AND DELIVERABLES.

(a) Time is of the essence.

(b) The Recipient must expeditiously proceed with and complete the Project.

(c) The following dates are established on the Cover Page of this Agreement:

(1) Eligible Work Start Date

(2) Work Completion Date

(3) Final Reimbursement Request Date

(4) Records Retention End Date

(d) The Recipient must begin work timely.

(e) The Recipient must deliver any request for amendment no fewer than 120 days prior to Work Completion Date.

(f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Reimbursement Request to the Division on or before the Final Reimbursement Request Date~~, unless prior approval has been granted by the Division~~.

A.4 Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Project Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Reimbursement Request submitted prior to the Final Reimbursement Request Date set forth in Exhibit B.

SUBMITTAL SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
A.1	PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK		
A.1(c)	Scope of Work		
1.	Project Management		
1.3	Periodic and Final Site Visits		As Needed
1.5	Notification of Proposed Changes		Ongoing

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
2.	Outreach for LEAs – Impaired Water Quality		
2.1	Outreach Materials	~~45 Days After Execution~~ **Completed**	
2.2	Weblink		~~45 Days After Execution~~ **Completed**
2.4	Sign-in Sheets or List of Eligible LEAs		2 Weeks After Workshop
2.4.1	List of Interested LEAs		Ongoing
3.	Technical Assistance (TA) and Applications for LEAS - Impaired Water Quality		
3.1.1	Request for Additional TA Hours for Application Completion		As Needed
3.1.2	Water Quality Impaired Final Application Template	~~90 Days After Execution~~ **Completed**	
3.3	Completed Applications		Ongoing
4.	Sub Grant Agreement - Impaired Water Quality		
4.3	Executed Sub Grant Agreements		Ongoing
5.	Plumbing Fixtures and Drinking Water Replacements (Lead) - Impaired Water Quality		
5.1.1	Sampling Plan with Technical Contact Comments		30 Days After Technical Contact Approval
5.2.2	Approved Summary and List of Fixtures Information		30 Days After Technical Contact Approval
5.5.2	Approved Water Quality Results Summary and List of Recommended Fixtures		30 Days After Technical Contact Approval
6.	Point of Use or Point of Entry Pilot Testing - Impaired Water Quality		
6.1.1	Approved Treatment Strategy		30 Days After Technical Contact Approval
6.2.2	Approved Pilot Testing Protocol		30 Days After Technical Contact Approval
6.4	Notification of Installed Pilot POU or POE		Ongoing
6.7	Pilot Test Evaluation Report		60 Days After End of Pilot Study

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
6.7.1	Notification of POU or POE not Feasible		If Applicable
6.7.2	Notification to Install POU or POE		If Applicable
7.	Permitting - Impaired Water Quality		
7.1.1	Copy of Permit Applications		If Applicable
7.2	Confirmation Application Completeness		If Applicable
8.	POU/POE Installation - Impaired Water Quality		
8.1	Notification to Install at Remaining Locations		Ongoing
8.4	POU/POE Inspection Approval		45 Days After Installation is Completed
9.	POU/POE Treatment Monitoring Plan - Impaired Water Quality		
9.1.1	Approved POU/POE Treatment Monitoring Plans		60 Days After End of Pilot Study
10.	Operations and Maintenance - Impaired Water Quality		
10.1.2	Approved POU/POE Treatment Operations and Maintenance Plans		60 Days After End of Pilot Study
11.	Education and Outreach - Impaired Water Quality		
11.1	Education and Outreach Templates		~~90 Days After Execution~~ **June 2023**
12.	Outreach for LEAs - Impaired Access		
12.2	Outreach Materials		30 Days From Receiving Approval to Accept Impaired Access Applications
12.3	Sign-In Sheets or List of LEAs		Ongoing
12.3.1	List of Interested LEAs		Ongoing
13.	Technical Assistance (TA) and Applications for LEAs - Impaired Access		
13.2.1	Request for Additional TA Hours for Application Completion		As Needed
13.2.2	Access Impaired Final Application Template		30 Days From Receiving Approval to Accept Impaired Access Applications

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
	EXHIBIT A		
13.2.3	Completed Applications		Ongoing
14.	Sub Grant Agreement - Impaired Access		
14.3	Executed Sub Grant Agreements		Ongoing
15.	Implementation – Schools with Impaired Access		
A.2	STANDARD PROJECT REQUIREMENTS		
A.2.2	Reports		
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2	As Needed Reports		As Needed
A.2.2.3(a)	Draft Final Project Report	~~December 31, 2022~~ **December 31, 2025**	
A.2.2.3(b)	Final Project Report	~~January 31, 2023~~ **January 31, 2026**	
	EXHIBIT B - FUNDING TERMS		
B.1.7(a)(4)	Reimbursement Requests	Quarterly	
B.1.7(a)(8)	Final Reimbursement Requests	~~March 31, 2023~~ **March 31, 2026**	

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Reserved.

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Budget Summary.

LINE ITEM	PROJECT FUNDING AMOUNT
Personnel	$1,226,956
Professional Services	$2,207,243
Operating Expenses	$ 5,579
Travel	$ 43,589
Indirect Costs	$ 372,633
Equipment Over $5,000 (if applicable)	$0
TOTAL PROJECT COST	$3,856,000

B.1.5 Budget Flexibility

(a) Line Item Adjustment(s). Subject to the prior review and approval of the Project Manager, adjustments between existing line item(s) may be used to defray allowable costs up to fifteen percent (15%) of the total Project Funding Amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the line item budget includes an amount for Personnel Services, that amount is based on the hours, classifications,

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.

(b) Procedure to Request an Adjustment. The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.

(c) Remaining Balance. In the event the Recipient does not submit Reimbursement Requests requesting all of the Project Funds encumbered under this Agreement, any remaining Project Funds revert to the State.

(d) The sum of adjusted line items shall not exceed the total Project Funding Amount.

B.1.6 Contingent Reimbursement.

(a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(b) The State Water Board's reimbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

(c) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the reimbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the federal or State government to appropriate funds necessary for reimbursement of Project Funds, the State Water Board shall not be obligated to make any reimbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any reimbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for reimbursement over any other entity. If any reimbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such reimbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(d) No Project Costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(f) The Recipient agrees to ensure that its final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date~~, unless prior approval has been granted by the Division~~. If the final Reimbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

B.1.7 Reimbursement Procedure.

(a) Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

(1) Upon execution and delivery of this Agreement by both parties, the Recipient may ~~request reimbursement of any~~**submit a Disbursement Request for** eligible Project Costs as specified in this Exhibit through submission to the State Water Board ~~of the reimbursement request forms~~**using the Disbursement Request form and the Reimbursement Request form** provided by the Division.

(2) Reimbursement Requests shall contain the following information:

a. The date of the request;

b. The time period covered by the request, i.e., the term "from" and "to";

c. The total amount requested;

d. Original signature and date (in ink) **or electronic signature, consistent with the State Water Board's approved procedures,** of the Recipient's Project Director or his/her designee; and

e. The final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.

(3) The Recipient may sign Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

(~~3~~**4**) Reimbursement Requests must be itemized based on the line items specified in the budget in this exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in Section 4 of this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.

(~~4~~**5**) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursements is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(~~5~~**6**) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Reimbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

(~~6~~**7**) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.

(~~7~~**8**) Recipient shall use Project Funds within 30 days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.

(~~8~~**9**) Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein ~~unless prior approval is granted by the Division~~. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.

(~~9~~**10**) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.

(~~10~~**11**)Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.

(~~11~~**12**)The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.

(~~12~~**13**)No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx as of the date costs are incurred by the Recipient.

(~~13~~**14**)The Recipient must include any other documents or requests required or allowed under this Agreement.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

B.1.8 Withholding of Reimbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

(a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;

(b) Commencement of litigation or a judicial or administrative proceeding related to the Project that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;

(c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;

(d) A material adverse change in the condition of the Recipient that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;

(e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;

(f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;

(g) An event requiring Notice as set forth in Exhibit C;

(h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All Reimbursement Requests submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any Reimbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of reimbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funding Amount is not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Reserved.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, except upon consent of the Division.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS & CONDITIONS

C.1. REPRESENTATIONS AND WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date ~~set forth on the first page hereof~~**of execution of this Agreement by the Recipient**, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date ~~set forth on the Cover Page~~**of execution of this Agreement by the Recipient.**

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the Project or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient must ensure that Eligible Local Education Agencies own or have sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 Compliance with State Water Board Funding Agreements

The Recipient represents that is in compliance with all State Water Board funding agreements to which it is a party.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

(a) return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;

(b) pay interest at the highest legal rate on all of the foregoing; and

(c) pay any Additional Payments.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

(a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;

(b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and

(c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.5 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.6 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

during Project implementation and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

(1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

(2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;

(3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;

(4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;

(5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.

(c) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of seven (7) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be made in writing and directed to the Party Contacts listed in Section 4.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00.

C.3.7 Competitive Bidding.

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

If Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsible bidders. Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the Guidelines; and

(b) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

The Recipient must ensure that Eligible Local Education Agencies, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines,

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must ensure that Eligible Local Education Agencies:

(a) Comply with the Guidelines; and

(b) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies, and must ensure that Eligible Local Education Agencies certify, that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

The Recipient must ensure that Eligible Local Education Agencies will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project. The Recipient must ensure Eligible Local Education Agencies certify that they will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357).

C.3.15 Environmental Clearance.

(a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

(a) The Recipient must notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

(b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:

(1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

(2) Change of ownership of the Project;

(3) Loss, theft, damage, or impairment to Project;

(4) Events of Default, except as otherwise set forth in this section;

(5) Failure to observe or perform any covenant or comply with any condition in this Agreement;

(6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or

(7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

(c) The Recipient must notify the Division in writing within ten (10) business days of the following events:

(1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;

(2) Consideration of dissolution, or disincorporation;

(3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or

(4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

(d) The Recipient must notify the Division promptly of any of the following events:

(1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Reimbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

(2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

(3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

(4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;

(5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;

(7) Any events requiring notice to the Division pursuant to the provisions of this Agreement;

i. Work Completion, and actual Project Completion;

ii. The award of the prime construction contract for the Project; or

iii. Initiation of construction of the Project.

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project, and/or to ensure Eligible Local Education Agencies sufficiently and properly staff, operate, and maintain all activities funded under this Agreement, during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at: http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement.

C.3.35 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.37 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Cross-Cutters.

Recipient represents, and must ensure that Eligible Local Education Agencies represent, that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

(a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

(b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

(c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

(d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

(e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

(g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

(h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.

(i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

(j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

(k) Division of State Architect requirements, including the requirements of Education Code section 17280.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

EXHIBIT D – SPECIAL CONDITIONS

D.1. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine the Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide the Recipient advance written notice of such termination, allowing the Recipient at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

DRINKING WATER for schools
GRANT PROGRAM

DRINKING WATER FOR SCHOOLS

SELF-HELP ENTERPRISES

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

CALIFORNIA Water Boards

IMPLEMENTATION GRANT

DRINKING WATER FOR SCHOOLS – ROUND 2

AGREEMENT NO. SWRCB0000000000D1916402

PROJECT FUNDING AMOUNT: $3,856,000

ELIGIBLE WORK START DATE: JULY 1, 2019
WORK COMPLETION DATE: FEBRUARY 28, 2023
FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2023
RECORDS RETENTION END DATE: FEBRUARY 28, 2030

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

AGREEMENT

1. AUTHORITY.

   (a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Budget Act of 2018 as amended by Assembly Bill 72 (Statute 2019, Ch.1), and Resolution No. 2019-0024.

2. INTENTION.

   (a) The Recipient desires to receive financial assistance for and to undertake work required for the purposes of improving access to, and the quality of, drinking water in public schools according to the terms and conditions set forth in this Agreement.

   (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

   (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.

   (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:

      (1) The Recipient must deliver to the Division a resolution authorizing this Agreement.

   (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.

   (d) This Agreement includes the following exhibits and attachments thereto:

      EXHIBIT A – SCOPE OF WORK

      EXHIBIT B – FUNDING TERMS

      EXHIBIT C – GENERAL & PROGRAMMATIC TERMS AND CONDITIONS

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

4. PARTY CONTACTS.

The Party Contacts during the term of this Agreement are:

State Water Board		Self-Help Enterprises	
Section:	Division of Financial Assistance		
Name:	Ravinder Jawanda, Project Manager	Name:	Paul Boyer, Project Director
Address:	1001 I Street, 16th Floor	Address:	P.O. Box 6520
City, State Zip:	Sacramento, CA 95814	City, State, Zip:	Visalia, CA 93290
Phone:	(916) 341-5865	Phone:	(559) 802-1681
Email:	Ravinder.Jawanda@waterboards.ca.gov	Email:	paulb@selfhelpenterprises.org

Direct inquiries to:

State Water Board		Self-Help Enterprises	
Section:	Division of Financial Assistance		
Name:	Lily Lee, Program Analyst	Name:	Cecilia Vela, Project Contact
Address:	1001 I Street, 17th Floor	Address:	P.O. Box 6520
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Visalia, CA 93290
Phone:	(916) 445-2816	Phone:	(559) 802-1779
Email:	Lily.Lee@waterboards.ca.gov	Email:	ceciliav@selfhelpenterprises.org

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Cover Page" means the front page of this Agreement.

"Days" means calendar days unless otherwise expressly indicated.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

"Deputy Director" means the Deputy Director of the Division.

"Disadvantaged Community (DAC)" means a community with an annual median household income that is less than eighty percent (80%) of the statewide annual median household income. Schools may be qualified as within a DAC if the location of the school is within a census block group with an annual median household income that is less than eighty percent (80%) of the statewide annual median household income.

"Disbursement Period" means the period during which Project Funds may be disbursed.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

"Eligible Local Education Agency" means a Local Education Agency serving kindergarten or any of grades 1-12, inclusive, and preschools and Child Day Care Facilities, located on public school property. Additionally, all projects must be located at schools within, or serving, a Disadvantaged Community as defined in Section V of the Guidelines.

"Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

"Event of Default" means the occurrence of any of the following events:

(a) Failure by the Recipient to make any payment required to by paid pursuant to this Agreement;

(b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement which shall prove to have been inaccurate, misleading or incomplete in any material respect;

(c) A material adverse change in the condition of the Recipient or the Project which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;

(d) Failure to operate the Project without the Division's approval;

(e) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;

(f) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient's property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient's entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;

(g) A determination pursuant to Government Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;

(h) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds reimbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"Generally Accepted Accounting Principles (GAAP)" means the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Drinking Water For School Grant Program Guidelines – State Fiscal Year 2018/2019 Allocation," in effect as of the execution date of this Agreement.

"Impaired Water Quality" means any contamination of water to a degree which, in the judgment of the State Water Board, may have an adverse effect on the health of persons. Impairment may be caused by any physical, chemical, biological, or radiological substance or matter in water.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Local Education Agency" means a county office of education, school district, state special school, or direct-funded charter school.

"Maximum Contaminant Level (MCL)" means a state or federal maximum permissible level of a contaminant in drinking water.

"Party Contact" means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Project Manager, or the Program Analyst.

"Point-of-Entry (POE) Treatment Device" means a treatment device applied to the drinking water entering a house or building for the purpose of reducing contaminants in the drinking water distributed throughout the house or building.

"Point-of-Use (POU) Treatment Device" means a treatment device applied to a single tap for the purpose of reducing contaminant in drinking water at that tap.

"Project" means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

"Project Completion" means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Guidelines, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP.

"Project Director" means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

"Project Funding Amount" means the maximum amount payable under this Agreement, as set forth on the Cover Page of this Agreement.

"Project Funds" means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

"Project Manager" means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 4 of this Agreement.

"Public Water System" means a system for the provision of water for human consumption through pipes or other constructed conveyances that has fifteen (15) or more service connections or regularly serves at least twenty-five (25) individuals daily at least sixty (60) days out of the year.

"Recipient" means Self-Help Enterprises.

"Records Retention End Date" means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

"Regional Water Quality Control Board" or "Regional Water Board" means the appropriate Regional Water Quality Control Board.

"Reimbursement Request" means the Recipient's request for Project Funds from the State Water Board as set forth in Exhibit B.

"State" means State of California.

"State Water Board" means the California State Water Resources Control Board.

"Technical Contact" means technical staff assigned to the Project who is responsible for tasks that require technical background in reviewing and approving a specific document or progress report and conducting site visits.

"Useful Life" means the useful life of the Project beginning at Project Completion.

"Work Completion" means the Recipient's submittal of all work set forth under Exhibit A for review and approval by the Division. The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

"Work Completion Date" means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

SELF-HELP ENTERPRISES:

By: _____
Name: Thomas J. Collishaw
Title: President/CEO

Date: 10/29/20

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Leslie S. Laudon
Title: Deputy Director
Division of Financial Assistance

Date: 11/4/2020

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

EXHIBIT A – SCOPE OF WORK

A.1 PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement. The Project is for the benefit of the Recipient for the purpose of providing technical assistance (TA), conducting outreach, implementing interim drinking water solutions, and installing drinking water access improvements and Point of Use (POU) and/or Point of Entry (POE) treatment devices at schools serving disadvantaged communities (DAC). The Recipient will act as the Program Administrator and accept applications from Local Education Agencies (LEAs) and provide oversight and guidance to carry out the Project at public school properties.

(b) The Useful Life of any constructed portions of this Project is at least ten (10) years.

(c) Scope of Work

The Recipient agrees to do the following:

1. Project Management

1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved Guidelines, procedures, applicable laws, and regulations.

1.2 Conduct pre-, during, and post-construction photo monitoring and submit in the associated quarterly progress report(s).

1.3 Conduct periodic and final site visits with the Technical Contact or Project Manager, as requested.

1.4 Comply with the Department of General Services, Division of State Architect (DSA) approval process, if required.

1.5 Notify the Project Manager of any proposed changes that arise during construction that may affect the Project's scope, schedule, or costs.

1.6 Attend training related to implementing public works projects, complying with State cross-cutters, sample collection procedures and/or POU or POE implementation upon Project Manager approval.

2. Outreach for LEAs - Impaired Water Quality

2.1 Develop outreach materials to educate potential LEAs of funding availability and submit to the Project Manager for approval. At a minimum, the outreach material shall include the following:

- A description of the program;
- A description of eligible project types;
- The general application process;

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

- How to request TA with completing the application; and
- A description of the sub grant agreement requirements, as described in Item 4.

2.2 Create a webpage to provide information to potential LEAs of the eligibility of funding and the application process. Submit the weblink to the Project Manager.

2.2.1 Update webpage semi-annually with the list of approved projects.

2.3 Obtain a list of potential eligible LEAs from the Project Manager to notify them of the Project.

2.4 Conduct a minimum of two (2) workshops and/or webinars utilizing the approved material in Item 2.1. Submit the sign-in sheets or list of eligible LEAs in attendance to the Project Manager.

2.4.1 Develop a list of interested potential LEAs and submit to the Project Manager.

3. Technical Assistance and Applications for LEAs - Impaired Water Quality

3.1 Provide TA to interested LEAs to identify the proposed interim solutions for schools and complete the applications. The Recipient shall spend a maximum of seventy-five (75) hours per LEA, including time spent onsite, over the phone, through email, and any in-office coordination and preparation to complete the application. A draft application template will be provided by the Project Manager.

3.1.1 Submit a request to commit additional time beyond the seventy-five (75) hours per LEA to the Project Manager, if needed. The request must include a description and justification of the additional time required. The Project Manager will approve or deny the request based on the LEA's needs, time required, and costs involved.

3.1.2 Finalize the application template and submit to the Project Manager for approval.

3.2 Provide TA to LEAs to complete the application for funding to operate and maintain the POU or POE treatment previously installed.

3.3 Complete all applications, utilizing the approved template in Item 3.1.2, and submit to the Project Manager for approval.

3.4 Create a summary of the TA provided to each LEA in Items 3.1 and 3.2 and submit in the associated quarterly progress report(s).

4. Sub Grant Agreement - Impaired Water Quality

Recipient Performing Implementation Tasks

4.1 Develop and execute sub grant agreements with the LEAs approved in Item 3.3. The sub grant agreement must require the following:

4.1.1 Provide safe and suitable site access for Recipient, the State Water Board, the Governor of the State, or any authorized representative of the

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

foregoing, at all reasonable times for the useful life of any constructed portions of the Project.

4.1.2 Provide updates on the status of the long-term or other interim solution, as applicable.

4.1.3 Operate and maintain constructed elements per manufacturer recommendations.

LEA Performing Implementation Tasks

4.2 Develop and execute sub grant agreements with the LEAs approved in Item 3.3 upon notification to the Project Manager that the LEA intends to perform their own implementation work. The sub grant agreement must require the LEAs to complete the following:

4.2.1 Subcontract with qualified, licensed contractor(s), if applicable.

4.2.2 Submit subcontracts to Recipient.

4.2.3 Allow management oversight by the Recipient to ensure the work performed is within the approved scope, and reimbursable for eligible expenses.

4.2.4 Provide safe and suitable site access for Recipient, the State Water Board, the Governor of the State, or any authorized representative of the foregoing, at all reasonable times for the useful life of any constructed portions of the Project.

4.2.5 Provide updates on the status of the long-term or other interim solution, as applicable.

4.2.6 Operate and maintain constructed elements per manufacturer recommendations.

4.3 Submit the executed sub grant agreements to the Project Manager.

5. Plumbing Fixtures and Drinking Water Fountain Replacement (Lead) - Impaired Water Quality

5.1 Prepare a Sampling Plan identifying the steps needed for initial and confirmation sampling and submit to the Technical Contact for comment.

5.1.1 Submit the final Sampling Plan in Item 5.1, including any comments from the Technical Contact, to the Project Manager for approval.

5.1.2 Determine the appropriate sample names for electronic data submittal in consultation with the Technical Contact, if applicable.

5.2 Conduct initial water quality testing in accordance with the approved Sampling Plan in Item 5.1.1.

5.2.1 Submit a summary of the initial water quality test results, a list of fixtures that are recommended for replacement, and the location, manufacturer

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

and model information of the proposed fixtures to be installed to the Technical Contact for approval.

5.2.2 Submit the approved document(s) in Item 5.2.1 to the Project Manager.

5.3 Replace plumbing fixtures and drinking water fountains with lead-free alternatives in accordance with Item 5.2.1.

5.4 Flush all newly installed plumbing fixtures and drinking water fountains according to the Technical Contact's instructions.

5.5 Conduct all confirmation water quality testing in accordance with the approved Sampling Plan in Item 5.1.1 at each location where a fixture or drinking fountain was installed.

5.5.1 Submit a summary of the confirmation water quality test results with a list of fixtures that are recommended to be made available for use to the Technical Contact for approval.

5.5.2 Submit the approved document(s) in Item 5.5.1 to the Project Manager.

5.5.3 Put newly installed plumbing fixtures into service after receiving approval in Item 5.5.1.

5.6 Submit photo documentation of the work performed in Item 5.5 in the associated quarterly progress report(s).

6. Point of Use or Point of Entry Pilot Testing - Impaired Water Quality

6.1 Develop a Treatment Strategy for schools that includes installation of a POU or POE and submit to the Technical Contact for approval.

6.1.1 Submit the approved Treatment Strategy to the Project Manager.

6.2 Develop a Pilot Testing Protocol for schools and submit to the Technical Contact for approval prior to performing any POU or POE pilot testing.

6.2.1 Provide a list of fixtures and drinking fountains that need to be replaced prior to pilot testing a POU. Include manufacturer and model to be installed.

6.2.2 Submit a copy of the approved Pilot Testing Protocol in Item 6.2 to the Project Manager.

6.2.3 Obtain Project Manager approval to proceed with installation of the POU or POE to be used for pilot testing.

6.3 Select an appropriately qualified and licensed contractor for the installation of the POU or POE to be pilot tested, consistent with the information submitted in Item 6.1.

6.4 Purchase and install the approved POU or POE at the location specified in the approved Pilot Testing Protocol in Item 6.2. Notify the Technical Contact and Project Manager when the installation is completed.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

6.5 Perform pilot testing in accordance with the approved Pilot Testing Protocol in Item 6.2.

6.6 Conduct water quality testing on the installed pilot POU or POE, in accordance with the approved Pilot Testing Protocol in Item 6.2, and submit the results to the Technical Contact.

6.7 Evaluate the results of the pilot testing and submit a report to the Technical Contact and Project Manager describing the findings and the feasibility of installing POUs or POEs at the schools. Include a summary of costs expended to date and the estimated cost to complete the project as compared to the maximum allowed per school by the Guidelines.

6.7.1 If the results of the pilot testing indicate that POU or POE is not a feasible solution at a school, the Recipient will not install POU or POE at the school. Notify the Technical Contact and Project Manager.

6.7.2 If the results of the pilot testing indicate that POU or POE is a feasible solution, notify the Technical Contact and Project Manager, and obtain concurrence from the LEA and the Technical Contact that the POU or POE is the selected interim solution, then proceed with the tasks identified in Items 7 through 11.

7. Permitting - Impaired Water Quality (If Applicable)

7.1 Submit an application for the appropriate DDW or Local Primacy Agency (LPA) permit amendment on behalf of each LEA implementing the POU or POE to the Technical Contact for approval, if required, prior to installing the POU treatment devices.

7.1.1 Submit a copy of each permit application to the Project Manager, if applicable.

7.2 Obtain confirmation from the Technical Contact that the application is complete and submit a copy of the confirmation to the Project Manager, if applicable.

8. POU/POE Installation - Impaired Water Quality (If Applicable)

8.1 Notify the Technical Contact and Project Manager two (2) weeks prior to installation of any POU/POE treatment device(s) at the schools.

8.2 Install the POU/POE treatment devices in accordance with the approved Treatment Strategy in Item 6.1.

8.3 Submit photo documentation of the installed POU/POE to the Technical Contact and the Project Manager in the associated quarterly progress report(s).

8.4 Coordinate an inspection of the installed POU/POE treatment devices with the Technical Contact and obtain approval before the POU/POE treatment devices are put into service. Submit a copy of the approval to the Project Manager.

9. POU/POE Treatment Monitoring Plan - Impaired Water Quality

9.1 Prepare a POU/POE Treatment Monitoring Program for each LEA implementing POU or POE and submit to the Technical Contact for approval, if required.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

9.1.1 Submit each approved POU/POE Treatment Monitoring Program to the Project Manager.

10. Operations and Maintenance - Impaired Water Quality

10.1 Prepare a POU/POE Treatment Operations and Maintenance Plan for each LEA implementing POU or POE, including proposed Primary Station (PS) codes for reporting analytical results to DDW, and submit to the Technical Contact for approval.

10.1.1 Obtain confirmation from the Community Water System (CWS) that they agree to provide PS codes used by the laboratory to electronically submit test results for schools being served domestic water, if applicable.

10.1.2 Submit each approved POU/POE Treatment Operations and Maintenance Plan to the Project Manager.

10.1.3 Operate and maintain the POU/POE per each approved Treatment Operations and Maintenance Plan in Item 10.1 and/or approved permit in Item 7.1.

11. Education and Outreach - Impaired Water Quality

11.1 Prepare one (1) POU/POE outreach template and one (1) fixture replacement outreach template to inform students, staff, and parents of the improvements at the schools, and submit to the Technical Contact and Project Manager for approval.

11.1.1 Distribute a maximum of one (1) copy electronically, of each approved template in Item 11.1, to the LEAs, as requested.

11.2 Prepare meeting materials and attend meetings with LEAs, parents, and the Technical Contact, if requested by the Technical Contact.

12. Outreach for LEAs - Impaired Access

12.1 Obtain Project Manager approval prior to conducting outreach activities identified in Items 12.2 through 12.4.

12.2 Develop outreach materials to educate potential LEAs of funding availability and submit to the Project Manager for approval. At a minimum, outreach material shall include the following:

- A description of the program;
- A description of eligible project types;
- The general application process;
- How to request TA with completing the application; and
- A description of the sub grant agreement requirements, as described in Item 14.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

12.3 Conduct a minimum of one (1) workshop and/or webinar using the approved material in item 12.2. Submit the sign-in sheets or list of LEAs in attendance to the Project Manager.

12.3.1 Develop a list of interested LEAs and submit to the Project Manager.

12.4 Update webpage, created in Item 2.2, with the list of approved projects on a semi-annual basis.

13. Technical Assistance and Applications for LEAs - Impaired Access

13.1 Obtain approval from the Project Manager to provide TA to access impaired LEAs.

13.2 Provide TA to interested LEAs to identify the proposed solutions for schools and complete the applications. The Recipient shall spend a maximum of fifty (50) hours per LEA, including time spent onsite, over the phone, through email, and any in-office coordination and preparation to complete the application.

13.2.1 Submit a request to commit additional time beyond the fifty (50) hours per LEA to the Project Manager, if needed. The request must include a description and justification of the additional time required. The Project Manager will approve or deny the request based on the LEA's needs, time required, and costs involved.

13.2.2 Develop application template and submit the final template to the Project Manager for approval.

13.2.3 Complete all applications, using the approved template in Item 13.2.2 and submit to the Project Manager for approval.

13.3 Create a summary of the TA provided to each LEA in Item 13.2 and submit in the associated quarterly progress reports.

14. Sub Grant Agreement - Impaired Access

Recipient Performing Implementation Tasks

14.1 Develop and execute sub grant agreements with the LEAs approved in Item 13.2.3. The sub grant agreement must require the following:

14.1.1 Provide safe and suitable site access for Recipient, the State Water Board, the Governor of the State, or any authorized representative of the foregoing, at all reasonable times for the useful life of any constructed portions of the Project.

14.1.2 Operate and maintain constructed elements per manufacturer recommendations.

LEA Performing Implementation Tasks

14.2 Develop and execute sub grant agreements with the LEAs approved in Item 13.2.3 upon notification to the Project Manager that the LEA intends to perform

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

their own implementation work. The sub grant agreement must require the LEAs to complete the following:

14.2.1 Subcontract with qualified, licensed contractors, if applicable.

14.2.2 Submit subcontracts to Recipient.

14.2.3 Allow management oversight by the Recipient to ensure the work performed is within the approved scope, and reimbursable for eligible expenses.

14.2.4 Provide safe and suitable site access for Recipient, the State Water Board, the Governor of the State, or any authorized representative of the foregoing, at all reasonable times for the useful life of any constructed portions of the Project.

14.2.5 Operate and maintain constructed elements per manufacturer recommendations.

14.3 Submit the executed sub grant agreements to the Project Manager.

15. Implementation – Schools with Impaired Access

15.1 Construct the access improvements in accordance with the approved applications in Item 13.2.3, after obtaining applicable approval in Item 1.4, if required.

15.2 Submit photo documentation of the installed fountains at each school to the Project Manager in the associated quarterly progress report(s).

A.2 STANDARD PROJECT REQUIREMENTS.

A.2.1 Disclosure Statements.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports.

A.2.2.1 Progress Reports.

The Recipient shall submit quarterly progress reports, not more than monthly, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no grant-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

A.2.2.2 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division including, but not limited to, material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.3 Final Reports

At the conclusion of the Project, the Recipient must submit the following to the Project Manager:

(a) Draft Final Project Report.

Prepare and submit to the Project Manager, for review and comment, a draft Final Project Report in a format provided by the Project Manager.

(b) Final Project Report.

Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the Final Project Report. Upload an electronic copy of the Final Project Report in pdf format to the Financial Assistance Application Submittal Tool system.

A.2.3 Commencement of Operations.

Upon Work Completion, the Recipient must expeditiously initiate, or must ensure Eligible Local Education Agencies expeditiously initiate, Project operations.

A.3. DATES AND DELIVERABLES.

(a) Time is of the essence.

(b) The Recipient must expeditiously proceed with and complete the Project.

(c) The following dates are established on the Cover Page of this Agreement:

(1) Eligible Work Start Date

(2) Work Completion Date

(3) Final Reimbursement Request Date

(4) Records Retention End Date

(d) The Recipient must begin work timely.

(e) The Recipient must deliver any request for amendment no fewer than 120 days prior to Work Completion Date.

(f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Reimbursement Request to the Division on or before the Final Reimbursement Request Date, unless prior approval has been granted by the Division.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

A.4 Submittal Schedule

Failure to provide items by the due dates indicated in the Submittal Schedule below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this Submittal Schedule may be adjusted as necessary during the Disbursement Period with Project Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Reimbursement Request submitted prior to the Final Reimbursement Request Date set forth in Exhibit B.

SUBMITTAL SCHEDULE

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A			
A.1	PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK		
A.1(c)	Scope of Work		
1.	Project Management		
1.3	Periodic and Final Site Visits		As Needed
1.5	Notification of Proposed Changes		Ongoing
2.	Outreach for LEAs - Impaired Water Quality		
2.1	Outreach Materials	45 Days After Execution	
2.2	Weblink		45 Days After Execution
2.4	Sign-in Sheets or List of Eligible LEAs		2 Weeks After Workshop
2.4.1	List of Interested LEAs		Ongoing
3.	Technical Assistance (TA) and Applications for LEAS - Impaired Water Quality		
3.1.1	Request for Additional TA Hours for Application Completion		As Needed
3.1.2	Water Quality Impaired Final Application Template	90 Days After Execution	
3.3	Completed Applications		Ongoing
4.	Sub Grant Agreement - Impaired Water Quality		
4.3	Executed Sub Grant Agreements		Ongoing
5.	Plumbing Fixtures and Drinking Water Replacements (Lead) - Impaired Water Quality		
5.1.1	Sampling Plan with Technical Contact Comments		30 Days After Technical Contact Approval
5.2.2	Approved Summary and List of Fixtures Information		30 Days After Technical Contact Approval

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
5.5.2	Approved Water Quality Results Summary and List of Recommended Fixtures		30 Days After Technical Contact Approval
6.	Point of Use or Point of Entry Pilot Testing - Impaired Water Quality		
6.1.1	Approved Treatment Strategy		30 Days After Technical Contact Approval
6.2.2	Approved Pilot Testing Protocol		30 Days After Technical Contact Approval
6.4	Notification of Installed Pilot POU or POE		Ongoing
6.7	Pilot Test Evaluation Report		60 Days After End of Pilot Study
6.7.1	Notification of POU or POE not Feasible		If Applicable
6.7.2	Notification to Install POU or POE		If Applicable
7.	Permitting - Impaired Water Quality		
7.1.1	Copy of Permit Applications		If Applicable
7.2	Confirmation Application Completeness		If Applicable
8.	POU/POE Installation - Impaired Water Quality		
8.1	Notification to Install at Remaining Locations		Ongoing
8.4	POU/POE Inspection Approval		45 Days After Installation is Completed
9.	POU/POE Treatment Monitoring Plan - Impaired Water Quality		
9.1.1	Approved POU/POE Treatment Monitoring Plans		60 Days After End of Pilot Study
10.	Operations and Maintenance - Impaired Water Quality		
10.1.2	Approved POU/POE Treatment Operations and Maintenance Plans		60 Days After End of Pilot Study
11.	Education and Outreach - Impaired Water Quality		
11.1	Education and Outreach Templates		90 Days After Execution
12.	Outreach for LEAs - Impaired Access		
12.2	Outreach Materials		30 Days From Receiving Approval to Accept Impaired Access Applications

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
12.3	Sign-In Sheets or List of LEAs		Ongoing
12.3.1	List of Interested LEAs		Ongoing
13.	Technical Assistance (TA) and Applications for LEAs - Impaired Access		
13.2.1	Request for Additional TA Hours for Application Completion		As Needed
13.2.2	Access Impaired Final Application Template		30 Days From Receiving Approval to Accept Impaired Access Applications
13.2.3	Completed Applications		Ongoing
14.	Sub Grant Agreement - Impaired Access		
14.3	Executed Sub Grant Agreements		Ongoing
15.	Implementation – Schools with Impaired Access		
A.2	STANDARD PROJECT REQUIREMENTS		
A.2.2	Reports		
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2	As Needed Reports		As Needed
A.2.2.3(a)	Draft Final Project Report	December 31, 2022	
A.2.2.3(b)	Final Project Report	January 31, 2023	
EXHIBIT B - FUNDING TERMS			
B.1.7(a)(4)	Reimbursement Requests	Quarterly	
B.1.7(a)(8)	Final Reimbursement Requests	March 31, 2023	

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS.

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

B.1.2 Reserved.

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Budget Summary.

LINE ITEM	PROJECT FUNDING AMOUNT
Personnel	$1,226,956
Professional Services	$2,207,243
Operating Expenses	$ 5,579
Travel	$ 43,589
Indirect Costs	$ 372,633
Equipment Over $5,000 (if applicable)	$0
TOTAL PROJECT COST	$3,856,000

B.1.5 Budget Flexibility

(a) Line Item Adjustment(s). Subject to the prior review and approval of the Project Manager, adjustments between existing line item(s) may be used to defray allowable costs up to fifteen percent (15%) of the total Project Funding Amount including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment. If the line item budget includes an amount for Personnel Services, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours,

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

classifications, and rates must be approved, in advance and in writing, by the Project Manager.

(b) Procedure to Request an Adjustment. The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The State Water Board may also propose adjustments to the budget.

(c) Remaining Balance. In the event the Recipient does not submit Reimbursement Requests requesting all of the Project Funds encumbered under this Agreement, any remaining Project Funds revert to the State.

(d) The sum of adjusted line items shall not exceed the total Project Funding Amount.

B.1.6 Contingent Reimbursement.

(a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

(b) The State Water Board's reimbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

(c) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the reimbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the federal or State government to appropriate funds necessary for reimbursement of Project Funds, the State Water Board shall not be obligated to make any reimbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any reimbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for reimbursement over any other entity. If any reimbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such reimbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(d) No Project Costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(e) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(f) The Recipient agrees to ensure that its final Reimbursement Request is received by the Division no later than the Final Reimbursement Request Date, unless prior approval has been granted by the Division. If the final Reimbursement Request is not received timely, the undisbursed balance of this Agreement may be deobligated.

B.1.7 Reimbursement Procedure.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(a) Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

(1) Upon execution and delivery of this Agreement by both parties, the Recipient may request reimbursement of any eligible Project Costs as specified in this Exhibit through submission to the State Water Board of the reimbursement request forms provided by the Division.

(2) Reimbursement Requests shall contain the following information:

a. The date of the request;

b. The time period covered by the request, i.e., the term "from" and "to";

c. The total amount requested;

d. Original signature and date (in ink) of the Recipient's Project Director or his/her designee; and

e. The final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.

(3) Reimbursement Requests must be itemized based on the line items specified in the budget in this exhibit. Reimbursement Requests must be complete, signed by the Recipient's Project Director or his/her designee, and addressed to the Project Manager as set forth in Section 4 of this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.

(4) Project Funds must be requested quarterly, not more than monthly, via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursements is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.

(5) The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Reimbursement Request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(6) The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.

(7) Recipient shall use Project Funds within 30 days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.

(8) Recipient shall submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein unless prior approval is granted by the Division. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.

(9) The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.

(10) Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or state laws, policies, or regulations.

(11) The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.

(12) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx as of the date costs are incurred by the Recipient.

(13) The Recipient must include any other documents or requests required or allowed under this Agreement.

B.1.8 Withholding of Reimbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

(a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;

(b) Commencement of litigation or a judicial or administrative proceeding related to the Project that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;

(c) Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;

(d) A material adverse change in the condition of the Recipient that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;

(e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;

(f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;

(g) An event requiring Notice as set forth in Exhibit C;

(h) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds.

All Reimbursement Requests submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any Reimbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of reimbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

B.2. RECIPIENT'S PAYMENT OBLIGATION.

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funding Amount is not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Reserved.

B.3. NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, except upon consent of the Division.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS & CONDITIONS

C.1. REPRESENTATIONS AND WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the Project or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights.

The Recipient must ensure that Eligible Local Education Agencies own or have sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

C.1.6 Solvency and Insurance.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 Compliance with State Water Board Funding Agreements

The Recipient represents that is in compliance with all State Water Board funding agreements to which it is a party.

C.2. DEFAULTS AND REMEDIES.

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

(a) return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;

(b) pay interest at the highest legal rate on all of the foregoing; and

(c) pay any Additional Payments.

C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;

(b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and

(c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.4 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights, remedies, and claims procedures provided to the Recipient under this Agreement.

C.2.5 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.6 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3. STANDARD CONDITIONS.

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project implementation and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

(1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;

(2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;

(3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;

(4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and Indirect Costs;

(5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and

(6) If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.

(c) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of seven (7) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be made in writing and directed to the Party Contacts listed in Section 4.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00.

C.3.7 Competitive Bidding.

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

If Recipient is a private entity, any construction contracts related in any way to the Project must be let by competitive bid procedures which assure award of such contracts to the lowest responsible bidders. Recipient must not award a construction contract until a summary of bids and identification of the selected lowest responsible bidder is submitted to and approved in writing by the Division. Recipient must provide a full explanation if Recipient is proposing to award a construction contract to anyone other than the lowest responsible bidder.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the Guidelines; and

(b) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

The Recipient must ensure that Eligible Local Education Agencies, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must ensure that Eligible Local Education Agencies:

(a) Comply with the Guidelines; and

(b) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

The Recipient certifies, and must ensure that Eligible Local Education Agencies certify, that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

The Recipient must ensure that Eligible Local Education Agencies will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project. The Recipient must ensure Eligible Local Education Agencies certify that they will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357).

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

C.3.15 Environmental Clearance.

(a) Notwithstanding any other provision, the State Water Board has no binding obligation to provide funding under this Agreement except for activities excluded from, not subject to, or exempt under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). No work that is subject to CEQA or NEPA may proceed under this Agreement until the State Water Board has provided approval to proceed. Upon receipt and review of the Recipient's environmental documents, the State Water Board shall make the appropriate environmental findings before determining whether to approve construction or implementation funding for the Project under this Agreement. Providing approval for such construction or implementation funding is fully discretionary. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Project; or

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

(4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 No Discrimination.

(a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) During the performance of this Agreement, Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov.

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Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.22 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.23 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.24 Notice.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

(a) The Recipient must notify the Division within 24 hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

(b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:

(1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;

(2) Change of ownership of the Project;

(3) Loss, theft, damage, or impairment to Project;

(4) Events of Default, except as otherwise set forth in this section;

(5) Failure to observe or perform any covenant or comply with any condition in this Agreement;

(6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project; or

(7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.

(c) The Recipient must notify the Division in writing within ten (10) business days of the following events:

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(1) Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity to operate the or the Recipient's continued existence;

(2) Consideration of dissolution, or disincorporation;

(3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds; or

(4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

(d) The Recipient must notify the Division promptly of any of the following events:

(1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Reimbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

(2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;

(3) Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;

(4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;

(5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;

(6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;

(7) Any events requiring notice to the Division pursuant to the provisions of this Agreement;

i. Work Completion, and actual Project Completion;

ii. The award of the prime construction contract for the Project; or

iii. Initiation of construction of the Project.

C.3.25 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project, and/or to ensure Eligible Local Education Agencies sufficiently and properly staff, operate, and maintain all activities funded under this Agreement, during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the Project with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Project. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Project caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Project. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Project must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.26 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at
http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.27 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.28 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

C.3.29 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability

Docusign Envelope ID: 47D9292F-F55B-494D-8119-6098B7330C65

to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.30 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.31 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.32 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.33 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.34 Timeliness.

Time is of the essence in this Agreement.

C.3.35 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.36 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.37 Waiver and Rights of the State Water Board.

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Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4. MISCELLANEOUS STATE REQUIREMENTS.

C.4.1 State Cross-Cutters.

Recipient represents, and must ensure that Eligible Local Education Agencies represent, that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

(a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

(b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

(c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

(d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

(e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

(f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

(g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

(h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, Title 23, section 5002.

(i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

(j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

(k) Division of State Architect requirements, including the requirements of Education Code section 17280.

Certificate Of Completion

Envelope Id: 47D9292F-F55B-494D-8119-6098B7330C65
Status: Completed
Subject: Sunset Elementary - Fresno USD-Contract Grant Agreement $50,040
Source Envelope:
Document Pages: 95
Signatures: 1
Envelope Originator:
Certificate Pages: 6
Initials: 8
Cecilia Vela
AutoNav: Enabled
Ceciliav@selfhelpenterprises.org
EnvelopeId Stamping: Enabled
IP Address: 130.250.200.178
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original
12/2/2024 11:41:33 AM
Holder: Cecilia Vela
Ceciliav@selfhelpenterprises.org
Location: DocuSign

Signer Events	Signature	Timestamp
Jessi Snyder JessiS@selfhelpenterprises.org Program Director Self-Help Enterprises Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 108.200.32.87	Sent: 12/2/2024 12:00:47 PM Viewed: 12/2/2024 12:03:22 PM Signed: 12/2/2024 12:05:47 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Andrea Sherrill andreas@selfhelpenterprises.org Self-Help Enterprises Security Level: Email, Account Authentication (None)	DS  Signature Adoption: Pre-selected Style Using IP Address: 130.250.200.178	Sent: 12/2/2024 12:05:50 PM Viewed: 12/2/2024 2:06:47 PM Signed: 12/2/2024 2:09:15 PM
Electronic Record and Signature Disclosure: Accepted: 9/14/2023 3:21:41 PM ID: 41df2bd0-f82d-42f1-8c6a-fdc11a7e47ca		
David Ebenezer davide@selfhelpenterprises.org CFO/Secretary/Treasurer Self-Help Enterprises Security Level: Email, Account Authentication (None)	Initial  Signature Adoption: Pre-selected Style Using IP Address: 130.250.200.178	Sent: 12/2/2024 2:09:17 PM Resent: 12/5/2024 2:35:48 PM Resent: 12/9/2024 2:16:32 PM Resent: 12/13/2024 11:01:57 AM Resent: 12/19/2024 11:42:56 AM Viewed: 12/19/2024 11:53:55 AM Signed: 12/19/2024 11:54:07 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Tom Collishaw TomC@selfhelpenterprises.org CEO Self Help Enterprises Security Level: Email, Account Authentication (None)	DocuSigned by:  35086C5CB890436... Signature Adoption: Uploaded Signature Image Using IP Address: 130.250.200.178	Sent: 12/19/2024 11:54:10 AM Viewed: 12/19/2024 3:50:46 PM Signed: 12/19/2024 3:50:58 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Briana Becerra BrianaB@selfhelpenterprises.org CD Specialist Self-Help Enterprises Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 67.182.87.81 Signed using mobile	Sent: 12/19/2024 3:51:00 PM Viewed: 12/19/2024 3:54:42 PM Signed: 12/19/2024 3:54:54 PM
Cecilia Vela ceciliav@selfhelpenterprises.org Administrative Analyst Self-Help Enterprises Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 73.185.27.112	Sent: 12/19/2024 3:54:58 PM Viewed: 12/20/2024 2:20:51 PM Signed: 12/20/2024 2:20:59 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cecilia Vela ceciliav@selfhelpenterprises.org Administrative Analyst Self-Help Enterprises Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/2/2024 12:00:45 PM Resent: 12/20/2024 2:21:03 PM
Briana Becerra BrianaB@selfhelpenterprises.org CD Specialist Self-Help Enterprises Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/2/2024 12:00:46 PM Viewed: 12/2/2024 12:05:05 PM
Julie Scaife Julies@selfhelpenterprises.org Executive Assistant Self-Help Enterprises Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/19/2024 11:54:09 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/2/2024 12:00:45 PM
Certified Delivered	Security Checked	12/20/2024 2:20:51 PM
Signing Complete	Security Checked	12/20/2024 2:20:59 PM
Completed	Security Checked	12/20/2024 2:20:59 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Insight OBO Self Help Enterprises (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Insight OBO Self Help Enterprises:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: bobk@selfhelpenterprises.org

To advise Insight OBO Self Help Enterprises of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bobk@selfhelpenterprises.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Insight OBO Self Help Enterprises

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bobk@selfhelpenterprises.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Insight OBO Self Help Enterprises

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bobk@selfhelpenterprises.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Insight OBO Self Help Enterprises as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Insight OBO Self Help Enterprises during the course of your relationship with Insight OBO Self Help Enterprises.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify Agreement with McPherson & Jacobson, LLC to Conduct Superintendent Search

ITEM DESCRIPTION: Included in the Board material is information to ratify an agreement with McPherson & Jacobson, LLC to complete a national Superintendent search. On February 12, 2025, the Board approved Request for Qualifications (RFQ) 25-18 and listened to the presentation provided by Mcpherson & Jacobson, LLC.

McPherson & Jacobson, LLC will conduct the search as delineated in their response to RFQ 25-18, Superintendent Search Firm, and began preliminary work on February 14, 2025. The agreement is in the amount not to exceed $34,500 and will continue until the search is completed. The agreement is available for review in the Board Office.

FINANCIAL SUMMARY: Sufficient funds in the amount not to exceed $34,500 are available in the General Fund budget.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

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

Contract Routing Form

Contract Attached

Contract Number: 230521

Federal Funding Will Not Be Used

Mcpherson And Jacobson Llc	***11725 Arbor St Ste 220***
Vendor Name	***Address***
402-991-7168	**Pamela Gaare**
Phone Number	***Vendor Contact***
Term (Duration) From: 2/27/2025	**Through: 2/26/2026**
FUSD Contract Administrator: Ann.Loorz@fresnounified.org	**Purchasing Department**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0670 0855 5899 0000 7100**

Contract Amount: $34,500.00 **Authorized as Not to Exceed**

Scope of Work Summary: *Conduct* The *Search As Delineated In Their Response To Rfq 25-18, Superintendent Search Firm, And As Presented To The Board On February 12, 2025.*

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:** Ann Loorz

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

3) Vendor Pamela Gaare
Pamela Gaare (Feb 6, 2025 15:49 CST)

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

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

Please return signed agreement back to (name/email) : David.Her@Fresnounified.Org

Routing:BOE Board Date(if applicable): 2/26/2025

Procurement Detail | *Formal Procurement in-progress*

McPherson Jacobson, LLC
Executive Recruitment & Development
11725 Arbor Street, Suite 220 ♦ Omaha, Nebraska 68144 ♦ 402-991-7031/888-375-4814
Fax: 402-991-7168 ♦ Email: mail@macnjake.com ♦ Website: www.macnjake.com

CONTRACT FOR SERVICES

This Contract for Services ("Agreement") is made and entered into as of the date set forth below by and between **McPherson & Jacobson, L.L.C.** (hereinafter referred to as "Consultant") and the **Fresno Unified School District, Fresno, California,** Governing Board (hereinafter referred to as the "District").

1. **Services**. The Consultant agrees to provide the following services, as specifically selected by the District in Section 3 below.

The District and Consultants will mutually establish:

- Timelines for the selection process and filling the vacancy.
- The desired characteristics for the successful candidate.
- A schedule for interviewing the final candidates

The Consultants agree to provide the following services as selected by the district.

Preliminary Search Activities

- Identify with the selection committee the most important characteristics of the new administrator.
- Establish appropriate timelines and target dates for the selection process.

Advertise Vacancy

McPherson & Jacobson will:

- Working with the district, McPherson & Jacobson will determine appropriate advertising venues.
- Develop a vacancy announcement and advertise the position with the appropriate media and professional organizations.

- Develop promotional brochure announcing the vacancy. *(additional fee for this service)*
- Develop an application form that reflects the criteria established by the district.

Recruit Applicants

McPherson & Jacobson will:

- Actively recruit applicants who will meet the district's needs.
- Assist the district in determining compensation parameters.
- Post application information and notify interested applicants.
- Keep all applicants informed of their status in the selection process.
- Disclose any preexisting professional relationship with any candidate.

Screen Applicants

McPherson & Jacobson will:

- Evaluate each applicant against the selection criteria.
- Conduct preliminary reference checks on the applicants who completed the application process.
- Conduct complete reference checks on final candidates.
- Review applicants with the district and assist the district in determining which applicants it will interview.
- Provide video interviews of the shortlist candidates
- The consultant will prioritize the candidates in alignment with the criteria

Coordinate Interviews

McPherson & Jacobson will:

- Assist the district in developing a set of interview questions that reflect the identified selection criteria and characteristics.
- Coordinate interview and visitation procedures including board members' travel to candidate current/prior district.
- Coordinate and schedule meetings with the finalists identified by the district.
- Coordinate visitation procedures for the candidate's significant other/partner.
- Send a letter to all applicants who will not be interviewed.
- Assist the district in making final arrangements for each candidate's visit.
- Contact all finalists and schedule their interview dates.
- Personally contact each finalist who wasn't hired.
- Conduct a criminal/financial/degree verification check on the candidates selected for interviews.

Transition

- Working with the district, McPherson & Jacobson will establish performance objectives for new administrator.
- Provide a guarantee.* (Length of guarantee period: _two (2) years_____)

The Consultant will provide the following guarantee ***Consultant will repeat the process at no additional charge, except for all actual expenses*. The guarantee will be valid if:

- If the candidate ultimately selected by the District ends their employment with the District within the above-referenced guarantee period.
- If the District contracts for the Consultant's services through the Transition Phase

- If the district makes timely payments to the Consultant.
- The Transition meeting is held within four (4) months of the start date of the candidate.

If the District chooses not to hold the meeting to Establish Performance Objectives for the new superintendent, the guarantee is null and void.

2. **Expenses**. Included in the fee referenced in Section 3 below, District shall also reimburse Consultant for all expenses incurred by the Consultant, including, without limitation:

- All expenses for advertising the vacancy.
- Office expenses for the search.
- Telephone charges for reference checks and screening candidates.
- Travel and expenses of all applicants and consultant representatives for all trips to the District.
- Preparation of video interviews of semi-finalists/finalists
- Criminal / financial / degree verification background checks on candidates selected to be interviewed.

All materials developed in this search shall remain the property of the District.

3. **Specific services contracted by the District**:

x	**Preliminary Search Activities**
	Solicit Stakeholder Input
x	**Advertise Vacancy**
x	**Recruit Applicants**
x	**Screen Applicants**
x	**Coordinate Interviews**
x	**Transition**

THE NOT TO EXCEED AMOUNT INCLUDING EXPENSES IS $29,500

(per Appendix A of the proposal)

We estimate a not to exceed amount of $5,000 for candidate interviews (2-3 candidates)

Based on the amounts above, the search not to exceed cost is $34,500.

4. **Payment**. Payment of the fees and expenses shall be as follows:

1) One-half (1/2) of the contracted fee referenced in Section 3 above shall be due and owing upon the execution of this Agreement;

2) All advertising/media expenses will be due and owing when the candidates are presented to the District for consideration; and

3) One-half (1/2) of the fee referenced in Section 3 above shall be due and owing, plus all remaining expenses shall be due and owing, upon the completion of the services by Consultant, in no event later than sixty (60) days after receipt of invoice. All amounts not timely paid shall bear interest at a rate of ten percent (10%) per annum. Consultant reserves the right to suspend the performance services during any period of delinquency.

5. **Additional Terms and Conditions**. By signing below, the parties also agree to the following additional terms and conditions:

The Consultant reserves the right to use third-party services to conduct reference / background / criminal / degree verification checks on candidates. Consultant makes no guarantee as to the accuracy or completeness of any checks that are conducted, whether directly by Consultant or through a third-party service.

Neither party shall have the authority to enter into agreements of any kind on behalf of the other party, and neither party shall have the power or authority to bind or obligate the other party in any manner whatsoever. This Agreement is intended solely for the benefit of the parties, and it is not intended to confer third-party beneficiary rights upon any other person.

The provisions of this Agreement shall be interpreted and construed in accordance with their fair meanings and shall not be strictly construed for or against either party, regardless of which party may have drafted this Agreement or any specific provision herein.

Each party represents that it has full power and authority to enter into and perform this Agreement, and the person executing this Agreement has been properly authorized and empowered to take such action. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms.

Regardless of the basis on which District may be entitled to claim damages from Consultant (including breach of contract, negligence, misrepresentation, or any other contract or tort claim), Consultant's liability, if any, will in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages incurred by the District, subject in all events to a maximum of the total fees (but not expenses) paid by the District to Consultant hereunder. Under no circumstances shall Consultant be liable for special, punitive, incidental or indirect damages or for any consequential damages (including lost profits, loss of business, revenue or goodwill, or loss of anticipated savings), even if informed of the possibility.

CONSULTANT MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY REGARDING ANY OF THE CANDIDATES SUBMITTED TO THE DISTRICT FOR CONSIDERATION HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY RELATING TO QUALITY, LIKELIHOOD OF SUCCESS, FITNESS, PERFORMANCE OR FITNESS FOR ANY PARTICULAR PURPOSE.

No failure or delay in the exercise of any right, power, or privilege shall operate as a waiver of such right, power, or privilege. No waiver of any default on one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of a right, power, or privilege shall preclude the further or full exercise thereof.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any of its provisions shall not affect the validity and enforceability of any other provisions and the rest of this Agreement shall continue in effect to the fullest extent possible.

This Agreement shall be governed by and shall be construed, interpreted, and enforced in accordance with the substantive laws of the State of California, without reference to principles of conflicts of law. All disputes arising out of or relating to this Agreement, or the breach or default of this Agreement, shall be determined solely by a state or federal court located in or whose jurisdiction includes Fresno, Fresno County, California. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH IN ANY WAY RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT.

This Agreement is binding on the parties hereto and shall inure to the benefit of the parties and their respective successors, assigns, except District may not assign or transfer its rights or obligations hereunder without the express prior written consent of the Consultant.

This Agreement contains the entire agreement among the parties hereto with respect to its subject matter and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, and any course of dealing or usage of the trade inconsistent with its terms. This Agreement may not be modified or amended except by a written amendment signed by both parties. No terms that are additional to or different from the terms of this agreement (including, without limitation, the terms of an invoice, acceptance, or acknowledgment of the District) shall be binding on either party hereto.

In witness whereof, the parties have signed and entered into this Agreement as of the date set forth below.

Fresno Unified School District ("District")

By: Patrick Jensen, Chief Financial Officer
Its: Authorized Representative

Date

Approve as to form:

Stacey Sandoval, Executive Director Risk Management

Feb 6, 2025
Date

McPherson & Jacobson, L.L.C. ("Consultant")

Pamela Gaare
Pamela Gaare (Feb 6, 2025 15:49 CST)

By: Pam Gaare, Business Manager
Its: Authorized Representative

Feb 6, 2025
Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Ratify Retiree Contract for Patricia Atitya and Alicia Abrego

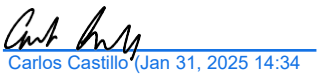
ITEM DESCRIPTION: Included in the Board binders are two Registered Nurse retiree contracts for Patricia Atitya and Alicia Abrego. Ms. Atitya and Ms. Abrego continue supporting the Health Services Department with California state-mandated vision and hearing screenings and Individualized Education Plans. Ms. Atitya and Ms. Abrego have been supporting the Health Services Department since August 14, 2024, to mitigate the impact of the staffing shortage and the volume of California state-mandated vision and hearing screenings and Individualized Education Plans. While it was uncertain whether the initial contract would be sufficient, additional Medi-Cal funds have been approved for the necessary continued support. The contract presented for ratification will allow continued support through the end of the 2024/25 school year.

FINANCIAL SUMMARY: Sufficient funds in the amount of $30,000 are available in the Health Services Department budget.

PREPARED BY: Bryan Wells, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: 559 457-3750

CABINET APPROVAL: Interim Chief Academic Officer/Carlos Castillo, Ed.D. 
Carlos Castillo (Jan 31, 2025 14:34

Fresno Unified School District
Retiree Contract Checklist
This Form Must BE TYPED.

1. School Site: HEALTH SERVICES .

2. Administrator: BRYAN WELLS Telephone:457-3301 .

3. Retiree: BERTHA ABREGO .

4. Term FEBRUARY 13, 2025 Through: JUNE 12, 2025 .

5. Budget: 060-9017-0730-1110-3140-1260 .

6. Contract Amount: $15,000 .

7. Scope of Work Summary: SUPPORT SCHOOL NURSE WITH HEALTH ASSESSMENTS FOR IEP'S .

8. Expected Results/Student Outcome: .

9. Date item is to appear on Board of Education Agenda: February 12, 2025
(Contracts of $15,000. or more)

Please send this form (with the cover memo and Retiree contract) **to the appropriate Assist superintendent for your school site**

FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATED RETIREE CONTRACT
PURSUANT TO EDUCATION CODE SECTION 24214

Retiree:	BERTHA ABREGO	Retiree I.D. Number:	1026417
Department:	HEALTH SERVICES	Department Number:	0730
Position Title:	SCHOOL NURSE	Hourly/Daily Rate of Pay:	$75.9962
Contract Period:	FEBRUARY 13, 2025 – JUNE 12, 2025	Contract Salary Not to Exceed:	$15,000
Budget Number:	060-9017-0730-1110-3140-1260	School Site Plan:	
Funding Source:	MEDI-CAL BILLING	During this fiscal year, have you signed any other retiree contracts?	YES

BERTHA ABREGO _____ ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

    a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
    b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
    c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from FEBRUARY 13, 2025 through JUNE 12, 2025 , or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

    a. Notification by the District that Retiree's services are no longer needed; or
    b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

    The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due as a result of service provided during that fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

5. Credential(s) Held: By accepting this offer Retiree represents that he/she processes a credential(s) authorizing service in California Schools and that Retiree has registered the credential(s) with the Fresno County Superintendent of Schools.

District specifically relies on these Representations as to "Credential(s) Held" in hiring Retiree. Retiree understands that if he/she does not hold and have the credential(s) indicated for the position being hired for, that this agreement is null and void. Retiree further understands that it is his/her responsibility to maintain the credential(s) on file with the County Superintendent of School and to keep the District informed of the status of the credential(s).

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Bertha Alicia Abrego
Bertha Alicia Abrego (Jan 24, 2025 12:55 PST)
Retiree's Signature Date

Principal/Department Head Signature Date 1-27-25

Funding Source Signature
(Office of State & Federal) Date

Instructional Superintendent or Designee Date 1-27-25

Lead-Instructional Superintendent Date

Carlos Castillo (Jan 27, 2025 18:00 PST)
Chief Academic Officer or Designee Date
(that oversee above Mentioned Program)

Director, Human Resources Date 1/28/25

Board Approval Date Item#

SF265530v1
MY265530v2-8.7.24

Fresno Unified School District
Retiree Contract Checklist
This Form Must BE TYPED.

1. School Site: HEALTH SERVICES .

2. Administrator: BRYAN WELLS Telephone:457-3301 .

3. Retiree: PATRICIA ATITYA .

4. Term FEBRUARY 13, 2025 Through: JUNE 12, 2025 .

5. Budget: 060-9017-0730-1110-3140-1260 .

6. Contract Amount: $15,000 .

7. Scope of Work Summary: SUPPORT SCHOOL NURSE WITH HEALTH ASSESSMENTS FOR IEP'S .

8. Expected Results/Student Outcome: .

9. Date item is to appear on Board of Education Agenda: February 12, 2025
(Contracts of $15,000. or more)

Please send this form (with the cover memo and Retiree contract) **to the appropriate Assist superintendent for your school site**

FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATED RETIREE CONTRACT
PURSUANT TO EDUCATION CODE SECTION 24214

Retiree:	PATRICIA ATITYA	Retiree I.D. Number:	1038884
Department:	HEALTH SERVICES	Department Number:	0730
Position Title:	SCHOOL NURSE	Hourly/Daily Rate of Pay:	$75.9962
Contract Period:	FEBRUARY 13, 2025 – JUNE 12, 2025	Contract Salary Not to Exceed:	$15,000
Budget Number:	060-9017-0730-1110-3140-1260	School Site Plan:	
Funding Source:	MEDI-CAL BILLING	During this fiscal year, have you signed any other retiree contracts?	YES

PATRICIA ATITYA _____ ("Retiree") is retired from service with the Fresno Unified School District and elects to accept retiree employment pursuant to Education Code section 24214.

1. Offer of Employment: Retiree is hereby offered retiree employment to serve as a retired certificated employee of the Fresno Unified School District ("District"). The assignment, duties and time of service during the school year shall be as directed by the Governing Board.

2. Employment Classification:

   a. Retiree will be classified as a retired employee who has not been reinstated as an employee of the District as set forth in Education Code section 24214.
   b. Retiree specifically acknowledges that this agreement does not establish any right to probationary or permanent employment status.
   c. Retiree further acknowledges that this agreement does not establish any right to reemployment in any status beyond the term of this agreement.

3. Length of Service: The anticipated length of time for which you are employed is from FEBRUARY 13, 2025 through JUNE 12, 2025 , or earlier if any of the following occur:

Notification by the District that the employment hereunder is terminated for any reason including, but not limited to, failure to render satisfactory or acceptable service;

   a. Notification by the District that Retiree's services are no longer needed; or
   b. Loss, surrender or other failure to obtain or retain Retiree's credential.

4. Salary: Subject to verification of teaching experience, job duties/position and limitations set forth in Education Code section 24214.

   The District shall be entitled to recover for any erroneous excess payment, regardless of cause. Excess payments discovered within a fiscal year may be recovered, in whole or in part, by adjustment of further payments due as a result of service provided during that fiscal year. It is Retiree's responsibility to comply with and notify the District as to earnings limitations applicable to Retiree.

5. Credential(s) Held: By accepting this offer Retiree represents that he/she processes a credential(s) authorizing service in California Schools and that Retiree has registered the credential(s) with the Fresno County Superintendent of Schools.

District specifically relies on these Representations as to "Credential(s) Held" in hiring Retiree. Retiree understands that if he/she does not hold and have the credential(s) indicated for the position being hired for, that this agreement is null and void. Retiree further understands that it is his/her responsibility to maintain the credential(s) on file with the County Superintendent of School and to keep the District informed of the status of the credential(s).

6. Conditions of Employment: This offer of employment is made subject to the laws of the State of California and to the rules and regulations of the State Board of Education and the Board of Education Of the District, including the California fingerprint and medical clearance laws, all of which are by reference made a part of the terms and conditions of this offer of employment as though they have been fully set forth herein. This contract is subject to ratification by the District Governing Board.
Ratification of this contract is subject to verification of references submitted by Retiree

7. Modifications: This contract may be changed only by the consent of both parties; any such changes shall be reduced to writing, signed and dated by both parties and attached to this contract.

Patricia Atitya
Patricia Atitya (Jan 27, 2025 10:15 PST)
Retiree's Signature Date

Principal/Department Head Signature Date 1-27-25

Funding Source Signature
(Office of State & Federal) Date

Bryan D. Mills Date 01-27-2025
Instructional Superintendent or Designee

Lead-Instructional Superintendent Date

Carlos Castillo (Jan 27, 2025 18:00 PST)
Chief Academic Officer or Designee Date
(that oversee above Mentioned Program)

Director, Human Resources Date 1/28/25

Board Approval Date Item#

SF265530v1
MY265530v2-8.7.24

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Improving Student Outcomes

TITLE AND SUBJECT: Ratify Memorandum of Understanding with Orange County Superintendent of Schools

ITEM DESCRIPTION: Included in the Board binders is a Memorandum of Understanding (MOU) between Fresno Unified School District and Orange County Superintendent of Schools.

The MOU will allow Fresno Unified School District teachers to attend the Hmong History and Cultural Studies Model Curriculum Conference held on Friday, May 02, and Saturday, May 03, 2025, at the Picadilly Inn in Fresno. Orange County Superintendent of Schools will pay Fresno Unified School District up to $47,000. This payment will cover the substitute teacher costs for up to 60 teachers to attend the conference on Friday, May 02, and will pay a $200 stipend for up to 100 teachers to attend the conference on Saturday, May 03, 2025.

The purpose of the conference is to assist educators in teaching about the diaspora, histories, cultures and traditions of Hmong peoples as part of Education Finance Bill Assembly Bill 167. Teachers will learn about the model curriculum resources, connect with educators and community members and participate in culturally immersive experiences.

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

PREPARED BY: Marie Williams, Ed.D.

DIVISION: Instructional Division

CABINET APPROVAL PHONE: 559-457-3750

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

Carlos Castillo (Feb 6, 2025 15:03 PST)

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

Fresno Unified School District
PURCHASING

Contract Routing Form

Contract Attached

Contract Number: 228410

Federal Funding Will Not Be Used

Orange County Of Superintendent Of Schools	***200 Kalmus Drive, Costa Mesa, Ca 92626***
Vendor Name	***Address***
714-966-4327	**Patricia Mccaughey**
Phone Number	***Vendor Contact***
Term (Duration) From: 12/3/2024	**Through: 5/30/2025**
FUSD Contract Administrator: Pamela.Taylor@fresnounified.org	**Instructional Services**
Name	***Site/Dept***

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

070	0761	0700	1120	7114	6000
070	0761	0700	1160	7114	6000

Contract Amount: $47,000.00 **Authorized as Not to Exceed**

Scope of Work Summary: *Orange* County *Supt. Of Schools Will Provide Payment To Fusd For Substitutes And Stipend Totaling $47,000 For Educators To Attend The Hmong History And Cultural Studies Conference On May 2-3, 2025.*

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:** Pamela Taylor

2) Reviewed & approved by **Cabinet Level:** Marie E Williams

Carlos Castillo

3) Reviewed & approved by **Risk Management:** {{Sig_es_:signer2:signature}}

4) Reviewed & approved by **Chief Financial Officer:** {{Sig_es_:signer4:signature}}

Please return signed agreement back to (name/email) : R o c k y .V a n g @ F r e s n o u n i f i e d . O r g

Routing:CFO Board Date(if applicable): 2/12/2025

Procurement Detail *positive_cashflow |*

EEMENT NUMBER 10006608

FRESNO UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT

This AGREEMENT is hereby made and entered into this 3rd day of December 2024, by and between the Orange County Superintendent of Schools, 200 Kalmus Drive, Costa Mesa, California 92626, hereinafter referred to as SUPERINTENDENT, and Fresno Unified School District, 2309 Tulare Street, Fresno, California 93721, hereinafter referred to as DISTRICT. SUPERINTENDENT and DISTRICT shall be collectively referred to as the Parties.

WHEREAS, SUPERINTENDENT has received grant funds from the State of California Department of Education (CDE) for the Hmong History and Cultural Studies Model Curriculum, hereinafter referred to as PROGRAM; and

WHEREAS, the PROGRAM grant requires that SUPERINTENDENT allocate a portion of the PROGRAM grant funds to support the goals and activities of the Hmong History and Cultural Studies Model Curriculum grant; and

WHEREAS, DISTRICT is specially trained and experienced and competent to perform the special services required by the SUPERINTENDENT, and such services are needed on a limited basis;

NOW, THEREFORE, the Parties hereby agree as follows:

1.0 SCOPE OF WORK. SUPERINTENDENT hereby engages DISTRICT as an independent contractor to perform the following described services for the Hmong History and Cultural Studies Model Curriculum grant for

the Division of Educational Services. Specifically, the DISTRICT shall perform the following services:

1.1 DISTRICT will send up to one hundred sixty (160) educators to attend the Hmong History and Cultural Studies Model Curriculum Conference on May 2-3, 2025 at the Piccadilly Inn Airport in Fresno, as further described in "District Conference Participation Criteria and Guidelines", which is attached as Exhibit "A" and incorporated by reference herein.

1.2 SUPERINTENDENT shall reimburse DISTRICT for up to sixty (60) substitute educator(s) attending on Friday, May 2, 2025, conference date. Substitute rate of pay is Four hundred fifty dollars ($450.00) per substitute.

1.3 SUPERINTENDENT shall pay up to one hundred (100) DISTRICT educator(s) a stipend for attending on Saturday, May 3, 2025, conference date. Stipends rate of pay is Two hundred dollars ($200.00) per educator.

2.0 TERM. DISTRICT shall commence providing Services under this AGREEMENT on December 3, 2024 and will diligently perform as required and complete performance by May 30, 2025, subject to termination as set forth in this AGREEMENT.

3.0 PAYMENT.

A. SUPERINTENDENT agrees to pay DISTRICT the total sum not to exceed Forty-seven thousand dollars ($47,000.00) for Services satisfactorily rendered pursuant to Section 1.0 of this AGREEMENT. Payment shall be made to DISTRICT upon completion and acceptance of

Services and receipt of an itemized invoice. If invoice includes any travel related or material related expenses itemized receipts must be included. DISTRICT shall direct all invoices to: Orange County Superintendent of Schools, Attn: Accounting Manager, 200 Kalmus Drive, Post Office Box 9050, Costa Mesa, California 92628-9050. Payment shall be made to DISTRICT within thirty (30) calendar days of SUPERINTENDENT'S receipt an accurate invoice. Payment shall be mailed to: Fresno Unified School District, 2309 Tulare Street, Fresno, California 93721, or at such other place as DISTRICT may designate in writing.

B. DISTRICT agrees to establish and maintain fiscal control and accounting procedures as may be necessary to assure proper accounting for all funds under this AGREEMENT. Any work performed prior to approval of the SUPERINTENDENT will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized. Any work performed prior to approval of the State of California will be rendered on a voluntary basis and shall not be compensated unless and until funding is authorized.

C. It is expressly understood that funds received from this AGREEMENT cannot supplement or supplant any pre-existing project or materials previously created by the DISTRICT.

D. DISTRICT shall be responsible for any costs or expenses paid or incurred by DISTRICT in performing Services. DISTRICT shall not claim reimbursement for food, equipment purchases, or for

services provided beyond the expiration and/or termination of this AGREEMENT, except as may otherwise be provided under this AGREEMENT.

E. SUPERINTENDENT may withhold or delay any payment should DISTRICT fail to comply with any of the provisions set forth in this AGREEMENT.

F. The obligation of SUPERINTENDENT under this AGREEMENT is contingent upon the availability of funds furnished by the State of California. In the event that such funding is terminated or reduced, this AGREEMENT may be terminated, and SUPERINTENDENT'S fiscal obligations hereunder shall be limited to a pro-rated amount of funding actually received by the SUPERINTENDENT under the PROGRAM grant. SUPERINTENDENT shall provide DISTRICT written notification of such termination. Notice shall be deemed given when received by the DISTRICT or no later than three (3) days after the day of mailing, whichever is sooner.

4.0 INDEPENDENT CONTRACTOR. DISTRICT is and at all times to be an independent contractor and shall be wholly responsible for the manner in which the Services required by the terms of this AGREEMENT are performed. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between SUPERINTENDENT and DISTRICT. DISTRICT assumes the responsibility for the acts and omissions of its employees or agents as they relate to the services to be provided. DISTRICT, its officers, agents and employees, shall not be entitled to any rights, and/or privileges of SUPERINTENDENT'S employees and shall not be considered in any manner to be SUPERINTENDENT'S employees.

5.0 EXPENSES. SUPERINTENDENT shall not be liable to DISTRICT for any costs or expenses paid or incurred by DISTRICT in performing services for SUPERINTENDENT, except as follows: N/A.

6.0 MATERIALS. DISTRICT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A.

7.0 HOLD HARMLESS/INDEMNIFICATION.

A. SUPERINTENDENT hereby agrees to indemnify, defend, and hold harmless DISTRICT, its Governing Board, and their officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents, or officers of SUPERINTENDENT or the Orange County Board of Education during the period of this AGREEMENT.

B. DISTRICT hereby agrees to indemnify, defend, and hold harmless SUPERINTENDENT, the Orange County Board of Education and its officers, agents, and employees from liability and claims of liability for bodily injury, personal injury, sickness, disease, or death of any person or persons, or damage to any property, real, personal, tangible or intangible, arising out of the negligent acts or omissions of employees, agents, or officers of DISTRICT during the period of this AGREEMENT.

C. DISTRICT agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and

losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by DISTRICT in the performance of this AGREEMENT.

8.0 COPYRIGHT/TRADEMARK/PATENT. DISTRICT understands and agrees that all matters produced under this AGREEMENT shall become the property of CDE and cannot be used without SUPERINTENDENT'S and CDE'S express written permission. CDE shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of CDE. All project materials must be submitted to SUPERINTENDENT and CDE.

9.0 CONFIDENTIALITY. SUPERINTENDENT and DISTRICT shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer-based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality as they now exist or may hereafter be amended or changed. The confidentiality requirements under this paragraph shall survive the termination or expiration of this AGREEMENT or any subsequent agreement intended to supersede this AGREEMENT.

10.0 CALIFORNIA PUBLIC RECORDS ACT. SUPERINTENDENT is a governmental entity of the State of California, by virtue of which is subject to the California Public Records Act ("CPRA"). The parties agree that

any provision of this Agreement which conflicts with the CPRA is ineffective.

11.0 NON-DISCRIMINATION. DISTRICT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

12.0 APPLICABLE LAWS. The services completed herein must meet the approval of the SUPERINTENDENT and shall be subject to the SUPERINTENDENT'S general right of inspection to secure the satisfactory completion thereof. DISTRICT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to DISTRICT, DISTRICT'S business, equipment and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

13.0 ASSIGNMENT. The obligations of the DISTRICT pursuant to this AGREEMENT shall not be assigned by the DISTRICT without prior written approval of SUPERINTENDENT.

14.0 INSPECTION AND AUDIT. The SUPERINTENDENT and the State of California Department of Education and their respective authorized agents, shall have access, for the purpose of audit or examination, to any records of DISTRICT pertinent to this AGREEMENT. DISTRICT shall maintain records of services provided and financial records for a period of four (4) years, unless such period is waived by SUPERINTENDENT.

15.0 TOBACCO USE POLICY. In the interest of public health, SUPERINTENDENT provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for by the SUPERINTENDENT pursuant to SUPERINTENDENT Policy 400-7. Failure to abide with conditions of this policy could result in the termination of this AGREEMENT.

16.0 TERMINATION. This AGREEMENT may be terminated by SUPERINTENDENT or DISTRICT with or without case, upon the giving of thirty (30) days prior written notice to the other party.

17.0 NOTICE. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT, the addresses of the parties are as follows:

DISTRICT: Fresno Unified School District
2309 Tulare Street
Fresno, California 93721
Attn: Patrick Jensen

SUPERINTENDENT: Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, California 92626
Attn: Patricia McCaughey

18.0 NON WAIVER. The failure of SUPERINTENDENT or DISTRICT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19.0 SEVERABILITY. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in anyway.

20.0 FORCE MAJEURE. In no event shall either party have any claim or right against the other party for any failure of performance if the failure is caused by or the result of causes beyond the reasonable control of such other party due to any occurrence commonly known as Force Majeure, including, without limitation, acts of God, pandemics, floods, riots, earthquakes, government regulations enacted after the date of the AGREEMENT, explosions, war, national emergency, including terrorist threats, or insurrections. The party first learning of the event of Force Majeure shall notify the other party in writing. In the event this clause must be invoked, there shall be no implied or express breach of contract by either party.

21.0 GOVERNING LAW. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

22.0 ENTIRE AGREEMENT/AMENDMENT. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the Parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

DISTRICT: FRESNO UNIFIED SCHOOL DISTRICT	ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
BY: {{Sig_es_:signer4:signature}}	BY:
Authorized Signature	Authorized Signature
PRINT NAME: Patrick Jensen	PRINT NAME: Patricia McCaughey
TITLE: Chief Financial Officer	TITLE: Director
DATE: {{Dte_es_:signer4:date}}	DATE: December 13, 2024

Fresno USD-Hmong History and Cultural Studies Model Curriculum-State(10006608)25
ZIP5

Approved As To Form:

{{Sig_es_:signer2:signature}}

Stacy Sandoval, Executive Director
Risk Management

{{Dte_es_:signer2:date}}

Date

District Conference Participation Criteria and Guidelines

Dates: July 2024–June 2025

Purpose: To support the implementation. To inform educators of the Hmong History and Cultural Studies (HHCSMC), facilitating professional development for educators to effectively teach about the histories, cultures, and traditions of Hmong Americans.

Rationale: The HHCSMC, an open-source curriculum developed to enrich the teaching of Hmong histories and cultures, will be available on the UC Davis History Project website beginning fall 2024. This initiative aims to ensure educators are well-prepared to integrate this curriculum into their classrooms, enhancing students' understanding and appreciation of Hmong American contributions and experiences.

Plan: Educators in Fresno Unified School District will participate in the following activities to support the implementation of the HHCSMC:

1. **Recruitment:**
    - Identify and recruit educators interested in participating in a HHCSMC conference. (Fresno Conference Flyer)
2. **Registration:**
    - Complete a *copy* of the registration spreadsheet Participating Fresno Unified School District Reg Information to include all district attendees for the conference and send it to Ger Thao gthao@ocde.us.
3. **Arrange for Substitute Teachers:**
    - Coordinate and arrange for substitute teachers to cover participating educators on Friday, May 2, 2025.
4. **Hotel Registration:**
    - Coordinate hotel accommodations with OCDE for educators residing more than 50 miles from the conference venue in Fresno on May 2-3, 2025.
5. **Conference Attendance:**
    - Ensure registered educators attend the HHCSMC rollout conference for both days to:
        - Learn about the HHCSMC and its resources.
        - Connect with Hmong American community members, including scholars, educators, and organizational leaders.
        - Participate in culturally immersive experiences.

Compensation:

- OCDE will provide the following support to Fresno Unified School District:
  - Funding for Substitute teacher coverage for Friday, May 2, 2025, @ $250/sub and hotel accommodations for attendees residing more than 50 miles from the conference venue for Thursday and Friday evening.
  - Funding for $200 stipends per teacher for Saturday, May 3, 2025.
- Total: Payment to Fresno Unified School District up to $450 per teacher for 60 educators on Friday, May 2nd and $200 per teacher for 100 educators on Saturday, May 3rd or up to $47,000 to reimburse for stipends and substitute costs after receiving the invoice.

From: Katherine Dinh
To: Rocky Vang
Cc: Heidi Ilic; Ryan Coe; Ger Thao
Subject: RE: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT
Date: Wednesday, January 15, 2025 3:42:42 PM
Attachments: image001.jpg
image002.jpg

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Thank you, Rocky!

From: Rocky Vang <Rocky.Vang@fresnounified.org>
Sent: Wednesday, January 15, 2025 2:56 PM
To: Katherine Dinh <KDinh@ocde.us>
Cc: Heidi Ilic <Heidi.Ilic@fresnounified.org>; Ryan Coe <Ryan.Coe@fresnounified.org>; Ger Thao <gthao@ocde.us>
Subject: RE: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

Good afternoon, Katherine,

Per our conversation, I will have the contract bypass your approval of looking over Fresno Unified School District's cover sheet and move forward with obtaining Fresno Unified School District's levels of needed signatures.

Thank you,

Yeeleng Rocky Vang
CIPL
Budget Technician II
2309 Tulare, Fresno, Ca 93721
Phone Number: 559-457-3564
Email: Rocky.Vang@fresnounified.org
Website: www.fresnounified.org [fresnounified.org]

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From: Katherine Dinh <KDinh@ocde.us>
Sent: Friday, January 10, 2025 3:01 PM
To: Rocky Vang <Rocky.Vang@fresnounified.org>
Subject: RE: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

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Thank you, Rocky.

It was a pleasure talking with you.

I look forward to the counter-signed agreement after February 12, 2025 Board meeting.

Have a wonderful weekend. Katherine

From: Katherine Dinh <KDinh@ocde.us>
Sent: Friday, January 10, 2025 1:28 PM
To: 'Rocky Vang' <Rocky.Vang@fresnounified.org>
Subject: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

Hi Rocky,

The attached cover sheet looks like it's for your Fresno USD internal process, correct?

Ms. McCaughey has signed the attached agreement.

The agreement has been approved on our end and required the counter-signed agreement back from your District.



The signatures section on the "Contract Routing Form" indicates 4 different levels that require our signatures.

Sorry, I'm confused. We normally, don't complete routing form for District.



Can you please check on your end again if this a requirement?

Thank you. Katherine

From: Rocky Vang <Rocky.Vang@fresnounified.org>
Sent: Friday, January 10, 2025 9:38 AM
To: Katherine Dinh <KDinh@ocde.us>
Cc: Heidi Ilic <Heidi.Ilic@fresnounified.org>; Nicole Overholtzer <noverholtzer@ocde.us>
Subject: RE: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

Hi Katherine,

Here is the draft agreement with the cover sheet that was sent to Patricia to review. Patricia will have to approve before the contract can be moved forward for FUSD signatures.

Thank you,

Yeeleng Rocky Vang
CIPL
Budget Technician II
2309 Tulare, Fresno, Ca 93721
Phone Number: 559-457-3564
Email: Rocky.Vang@fresnounified.org
Website: www.fresnounified.org [fresnounified.org]

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From: Katherine Dinh <KDinh@ocde.us>
Sent: Friday, January 10, 2025 9:34 AM
To: Rocky Vang <Rocky.Vang@fresnounified.org>
Cc: Heidi Ilic <Heidi.Ilic@fresnounified.org>; Nicole Overholtzer <noverholtzer@ocde.us>
Subject: RE: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

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Good Morning Rocky,

Would you be able to email me the cover sheet for review?

Thank you. Katherine

From: Rocky Vang <Rocky.Vang@fresnounified.org>
Sent: Friday, January 10, 2025 9:23 AM
To: Katherine Dinh <KDinh@ocde.us>
Cc: Heidi Ilic <Heidi.Ilic@fresnounified.org>; Nicole Overholtzer <noverholtzer@ocde.us>
Subject: RE: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

Good morning, Katherine,

I have sent the agreement to Patricia McCaughey to review and approve. I have added FUSD's cover sheet to agreement and Patricia will have to review and approve before the contract can be routed to Fresno Unified School District for signatures. I wanted Orange County Superintendent of Schools to review the cover sheet and make sure it was ok before getting signatures.
Let me know if you have any questions.

Thank you,

Yeeleng Rocky Vang
CIPL
Budget Technician II
2309 Tulare, Fresno, Ca 93721
Phone Number: 559-457-3564
Email: Rocky.Vang@fresnounified.org
Website: www.fresnounified.org [fresnounified.org]

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From: Rocky Vang
Sent: Wednesday, January 8, 2025 10:57 AM
To: Katherine Dinh <KDinh@ocde.us>
Cc: Heidi Ilic <Heidi.Ilic@fresnounified.org>; Nicole Overholtzer <noverholtzer@ocde.us>
Subject: RE: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

Good morning, Katherine,

I'm planning to have the agreement sent out for signatures by next week.
I am currently waiting for my fiscal department to open a budget line for me.

Thank you,

Yeeleng Rocky Vang
CIPL
Budget Technician II
2309 Tulare, Fresno, Ca 93721
Phone Number: 559-457-3564
Email: Rocky.Vang@fresnounified.org
Website: www.fresnounified.org [fresnounified.org]

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From: Katherine Dinh <KDinh@ocde.us>
Sent: Wednesday, January 8, 2025 10:38 AM
To: Rocky Vang <Rocky.Vang@fresnounified.org>
Cc: Heidi Ilic <Heidi.Ilic@fresnounified.org>; Nicole Overholtzer <noverholtzer@ocde.us>
Subject: Follow up: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT
Importance: High

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Good Morning Rocky,

I hope your morning is great.

Can I please get a status on the attached agreement?

Thank you. Katherine

From: Rocky Vang <Rocky.Vang@fresnounified.org>
Sent: Monday, December 16, 2024 8:55 AM
To: Katherine Dinh <KDinh@ocde.us>
Cc: Heidi Ilic <Heidi.Ilic@fresnounified.org>; Nicole Overholtzer <noverholtzer@ocde.us>
Subject: RE: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

Good morning, Katherine,

We received the agreement.

Thank you,

Yeeleng Rocky Vang
CIPL
Budget Technician II
2309 Tulare, Fresno, Ca 93721
Phone Number: 559-457-3564
Email: Rocky.Vang@fresnounified.org
Website: www.fresnounified.org [fresnounified.org]

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From: Katherine Dinh <KDinh@ocde.us>
Sent: Monday, December 16, 2024 8:10 AM
To: Rocky Vang <Rocky.Vang@fresnounified.org>
Cc: Heidi Ilic <Heidi.Ilic@fresnounified.org>; Nicole Overholtzer <noverholtzer@ocde.us>

Subject: Signature Required - Agreement #10006608 - FRESNO UNIFIED SCHOOL DISTRICT

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Good Morning Rocky,

Please see the attached agreement signed on behalf of the Orange County Superintendents of Schools.

Would you please confirm receipt?

Please email me back the counter-signed agreement at your earliest convenience.

If you have any questions, please feel free to reach out to me.

Thank you.

Katherine Dinh
Administrative Technician, Contracts
Administrative Services Division
Orange County Department of Education
200 Kalmus Drive
P.O. Box 9050
Costa Mesa, CA 92628-9050
Office: (714) 966-4016
Fax: (714) 668-7954
Email: kdinh@ocde.us

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Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

ITEM DESCRIPTION: Included in the Board material is information on Change Orders for the projects as follows:

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing, Change Order 5 (CTE Building) includes but may not be limited to adding the following: windows, emergency response infrastructure, vinyl covered tackboard, framing and finishes, plumbing, access door and dedication plaque.

Original Contract Amount (CTE Building and Interim Housing): $17,811,883

Original Contract Amount (CTE Building): $16,270,000
Change Order(s) previously ratified: $392,581
Change Order 5 presented for ratification: $153,296
New Contract Amount: $16,815,877

Original Contract Amount (Interim Housing): $1,541,883
Change Order(s) previously ratified: $141,796
Current Contract Amount: $1,683,679

New Contract Amount (CTE Building and Interim Housing): $18,499,556

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing, Change Order 8 (Multipurpose Building) includes but may not be limited to adding the following: framing, sink, landscape and irrigation, remove and replace concrete, stage curtains and add 62 days to the contract duration.

Original Contract Amount (Multipurpose Building and Interim Housing): $10,343,286

Original Contract Amount (Interim Housing): $1,638,618
Change Order(s) previously ratified: $97,404
Current Contract Amount: $1,736,022

Original Contract Amount (Multipurpose Building): $8,704,668
Change Order(s) previously ratified: $213,752
Change Order 8 presented for ratification: $71,359
New Contract Amount: $8,989,779

New Contract Amount (Multipurpose Building and Interim Housing): $10,725,801

Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization, Change Order 2 (Admin Bldg. and West Hall) includes but may not be limited to adding the following: relocate storage container, underground utility exploration, revise elevator tower location, exterior light fixtures, temporary electrical infrastructure, roof drain connections, increase chiller piping size, guardrail and mounting plates, utility vent grates, deck flashing, and credit for Administration scope of work.

Change Order 2 (Library) includes but may not be limited to adding the following: removal of asbestos wrapped water pipe, cameras, fire sprinkler infrastructure and revise storefront window system.

Change Order 2 (Theater) includes but may not be limited to adding the following: roof drain connections and repair of water damaged classroom ceiling and floor.

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: $ 61,759
Change Order 2 presented for ratification: $-976,390
New Contract Amount: $9,462,369

Original Contract Amount (Library): $3,685,000
Change Order(s) previously ratified: $387,748
Change Order 2 presented for ratification: $182,859
New Contract Amount: $4,255,607

Original Contract Amount (Theater): $375,000
Change Order(s) previously ratified: $5,206
Change Order 2 presented for ratification: $72,426
New Contract Amount: $3,852,632

New Contract Amount (Admin Bldg., Library, West Hall, and Theater): $17,570,608

Bid 24-44, Edison High School South Administration Building Remodel, Change Order 1 includes but may not be limited to adding the following: removal of wall partitions, framing, drywall and finishes, firestopping, reroute of mechanical ducting and add 173 days to the contract duration.

Original Contract Amount: $280,175
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $27,714
New Contract Amount: $307,889

Bid 24-45, Kratt Elementary School Portables Installation and Single Point of Entry, Change Order 1 includes but may not be limited to adding the following: remove and replace flooring, hydro-flush storm drain piping, wall insulation, repair of foam roofing, security door and countertop glass, relocate irrigation, low voltage conduit, concrete, handrails and add 168 days to the contract duration.

Original Contract Amount: $1,298,739
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $113,949

New Contract Amount: $1,412,688

Bid 24-58 Section A, Trane Sentry Air Purifiers Installation at Various Sites, Change Order 1 includes but may not be limited to adding the following: 27 days to the contract duration.

Original Contract Amount: $455,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $0
New Contract Amount: $455,000

Bid 24-58 Section B, Trane Sentry Air Purifiers Installation at Various Sites, Change Order 1 includes but may not be limited to adding the following: 111 days to the contract duration.

Original Contract Amount: $685,000
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification (days only): $0
New Contract Amount: $685,000

Bid 24-83, Figarden Elementary School Confidential Space Installation, Change Order 1 includes but may not be limited to adding the following: gate modifications, electrical panel and circuits, remove and replace flooring, door modification, remove and replace gypsum wall board, wallpaper, ceiling tiles, remove and replace casework, remove and replace concrete, fire alarm panel, credit for unused bid allowance and add 133 days to the contract duration.

Original Contract Amount: $661,000
Change Order(s) previously ratified (days only): $0
Change Order 1 presented for ratification: $27,446
New Contract Amount: $688,446

Bid 24-97, Tehipite Middle School FUSD Technology Hub, Change Order 4 includes but may not be limited to adding the following: electrical panel, remove irrigation, remove and replace concrete, core drilling, capping of utilities, ceiling insulation, exterior light fixtures and fencing modifications.

Original Contract Amount: $3,565,015
Change Order(s) previously ratified: $64,807
Change Order 4 presented for ratification: $58,691
New Contract Amount: $3,688,513

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: $437,759 will be credited to the Measure M Fund for Bids 23-02, 23-23, 24-35 and 24-97, sufficient funds in the amount of $55,160 are available in the Elementary and Secondary School Emergency Relief III Federal Fund for Bids 24-44 and 24-83, and sufficient funds in the amount of $113,949 are available Measure M Fund and Elementary and Secondary School Emergency Relief III Federal Fund for Bid 24-45.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Edison High School CTE Building
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. :	**005**
DSA File No. :	10-H8
Application No. :	02-119657

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

DESIGNER'S PROJECT No. :	1860
FUSD BID/CONTRACT No. :	23-02
CONTRACTOR P.O. No. :	0767775B

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

The original Contract Sum was	$ 16,270,000.00
Net change by previously authorized Change Orders	$392,581.11
The Contract Sum prior to this Change Order was	$ 16,662,581.11
The Contract Sum will be adjusted by	$153,295.74
The new Contract Sum, including this Change Order will be	$ 16,815,876.85
The Contract Completion date prior to this Change Order was	11/19/2024
The Contract Time will be adjusted by	0 Calendar Days
The new Contract Completion date, including this Change Order is therefore	11/19/2024

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, Inc.
6790 N. West Ave
Fresno, CA 93711
ARCHITECT/ENGINEER:

By: Antoino Avila AIA

Date: 12/02/2024

Accepted by:

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

By: Stephen Davis

Date: 12/15/24

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 1/16/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 5-1

DESCRIPTION OF CHANGE:
Relocate portion of Bent Plate at the second floor edge of deck.

REASON FOR CHANGE:
Onsite observation found that the bent plate as installed didn't provide enough space for seismic brackets required for the metal stud framing.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 052

Amount of this Change Order Item:	**Increase $**	**3,029.57**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 5-2

DESCRIPTION OF CHANGE:
Provide two additional interior windows into room 102 from adjacent classrooms.

REASON FOR CHANGE:
District requested additional windows from adjacent classrooms to improve supervision from neighboring teachers.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 13

Amount of this Change Order Item:	**Increase $**	**7,080.23**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 5-3

DESCRIPTION OF CHANGE:
Provide 2-hour fire rated cable and conduit for Emergency Responder Radio Coverage System and 2hr Sleeves at Room 211A.

REASON FOR CHANGE:
Fresno City Fire's code interpretation during post-bid review expanded ERRCS requirements for 2-hour fire rated cable.

CHANGE CATEGORY:
Governing agency required change after document approval.

DOCUMENT REFERENCE:
RFP 05-1, OTP 054

Amount of this Change Order Item:	**Increase $**	**78,206.90**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 5-4

DESCRIPTION OF CHANGE:
Provide the revised Tackboard color per SI 31. Hand over to the District the Tackboard of the old color already procured. Provide the 2 coiling doors powder coated in the color selected in SI 31.

REASON FOR CHANGE:
Tackboard of the old color was already procurred prior to the District's requested color changes and can't be returned. The new coiling door color per SI 31 is not a standard color (and must be powder coated for durability).

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI 31

Amount of this Change Order Item:	**Increase $**	**13,791.80**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 5-5

DESCRIPTION OF CHANGE:
Box out fire rated shaft wall around obstructing pipes between Toilet room (108) and Elevator Equipment Room (113).

REASON FOR CHANGE:
A pair of vertical pipes don't have clearance in field to fit between a fire rated shaft wall and an overhead steel beam. The modified framing provides clearnace for the pipes and maintains the continuity of the rated separation.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 175

Amount of this Change Order Item:	**Increase $**	**1,621.33**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 5-6

DESCRIPTION OF CHANGE:
Relocate plumbing vent piping at South wall of 2nd floor to minimize exposed piping at soffit.

REASON FOR CHANGE:
The framing between several windows did not allow the plumbing vent piping to remain concealed. It was necessary to reroute the plumbing vent piping to the soffets to keep them from being exposed.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 174

Amount of this Change Order Item:	**Increase $**	**12,406.35**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 5-7

DESCRIPTION OF CHANGE:
Reroute the roof drain piping to allow the main drain to be on the low elevation and the overflow drain to be the higher elevation.

REASON FOR CHANGE:
The project documents showed the overflow drain inlets on the lower end of the roof drains and the main inlets on the higher end.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
SI 35, OTP 057

Amount of this Change Order Item:	**Increase $**	**12,040.52**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 5-8

DESCRIPTION OF CHANGE:
Provide a lower hard lid ceiling in Fire Riser room 115. Locate light, smoke detector, and additional fire sprinkler at this ceiling.

REASON FOR CHANGE:
Without the lower hard lid ceiling, fixtures and devices would be located at top of fire riser shaft making maintenance difficult. Adding the lower ceiling allows for ease of future maintenance to the fixtures and devices.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 14, OTP 063

Amount of this Change Order Item:	**Increase $**	**6,292.39**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 5-9

DESCRIPTION OF CHANGE:
Provide an Access Door at roof parapet wall to provide access to enclosed space within.

REASON FOR CHANGE:
The project documents did not include a necessary access door in the roof parapet wall. It was necessary to add the access door for long term maintenance.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
SI 31

Amount of this Change Order Item:	**Increase $**	**2,031.94**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 5-10

DESCRIPTION OF CHANGE:
Provide filler pieces at top of full height casework for T-bar ceiling to attach to.

REASON FOR CHANGE:
The project design left a small gap from the top of the casework to the T-bar ceiling that would not allow for cleaning and maintenance. It was necessary to provide filler pieces to close the opening.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 065

Amount of this Change Order Item:	**Increase $**	**11,623.70**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 5-11

DESCRIPTION OF CHANGE:
Provide a Building Dedication Plaque near NE entrance of the new CTE Building.

REASON FOR CHANGE:
District requested a building dedication plaque to be provided.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 16, OTP 067

Amount of this Change Order Item:	**Increase $**	**5,171.01**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 153,295.74**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Edison High School CTE Building Portables*
DSA #: *02-120230 Interim Housing*
DSA #: 02-119657 CTE Building
BID #: 23-02

Date: **01/16/25**
Contractor: **Davis Moreno** **Construction**
Architect: **Darden Architect**
Change Order: **05** CTE

Contract Summary:

Bid Award Amount(s)			
Base Bid:	$ 1,295,885.00		$ 1,295,885.00
Base Bid:	$ 16,270,000.00		$ 16,270,000.00
Additive Alternate 1:	$ 156,520.00		$ 156,520.00
Additive Alternate 2:	$ 82,802.00		$ 82,802.00
Additive Alternate B-1:	$ 6,676.00		$ 6,676.00
Additive Alternate 4:			$ -
Total Agreement Amount:			**$ 17,811,883.00**

Contract Adjustments:

Total Contract Amount $ 17,811,883.00

Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**			
Interim Housing CO 01	$ -		$ -		$ 12,485.40		$ -		$ -		$ 12,485.40			
CTE Building CO 01	$ -		$ -		$ -		$ 3,602.50		$ -		$ 3,602.50			
Interim Housing CO 02	$ 27,041.18		$ -		$ -		$ -		$ -		$ 27,041.18			
Interim Housing CO 03	$ 16,335.98		$ -		$ -		$ 66,640.18		$ -		$ 82,976.16			
CTE Building CO 2	$ 14,279.95		$ -		$ 14,711.25		$ 2,547.41		$ -		$ 31,538.61			
Interim Housing CO 04	$ 16,169.11		$ -		$ -		$ 2,404.16		$ 719.40		$ 19,292.67			
CTE Building CO 03	$ 6,818.45		$ -		$ 105,141.58		$ -		$ -		$ 111,960.03			
CTE Building CO 04	$ 205,682.71		$ 30,365.86		$ -		$ 9,431.40		$ -		$ 245,479.97			
CTE Building CO 05	$ 26,043.04		$ 78,206.90		$ -		$ 49,045.80		$ -		$ 153,295.74			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 312,370.42**	1.75%	**$ 108,572.76**	0.61%	**$ 132,338.23**	0.74%	**$ 133,671.45**	0.75%	**$ 719.40**	0%	**$ 687,672.26**	**$ 687,672.26**	3.9%	
tal Contract Amount with Adjustments												**$ 18,499,555.26**		

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

PROJECT NAME:
FUSD Ericson New Multi-Purpose Building
4777 East Yale Avenue
Fresno CA 93703

CHANGE ORDER No. :	**08B**
DSA File No, :	10-48
Application No.:	02-119122

CONTRACTOR:
Davis Moreno Construction, Inc.
4720 N. Blythe
Fresno CA 93722-

DESIGNER'SPROJECT No. :	2027
FUSD BID/CONTRACT No.	23-23
CONTRACTOR P.O. No. :	775008

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

The original Contract Sum was	$8,704,668.00
Net change by previously authorized Change Orders	$213,751.58
The Contract Sum prior to this Change Order was	$8,918,419.58
The Contract Sum will be adjusted by	$71,358.65
The new Contract Sum including this Change Order will be	$8,989,778.23
The Contract Completion date prior to this Change Order was	10/5/2024
The Contract Time will be adjusted by	(62) Calendar Days
The new Contract Completion date, including this Change Order is therefore	12/06/2024

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:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Davis Moreno Construction, Inc. 4720 N. Blythe Fresno CA 93722-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Antonio J. Avila	By: Stephen Davis	By: Alex Belanger, Assoc. Sup.
Date: 1/16/2025	Date: 1/18/2025	Date: 1/21/25

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Ericson New Multi-Purpose Building
CHANGE ORDER NO.: 08B
DATE 1/16/2025
Project No.: 2027

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

Item 08 - 1

DESCRIPTION OF CHANGE:
A sink was added at the music storage room on the platform.

REASON FOR CHANGE:
A sink is required for students in music class to allow for rinsing out of instruments.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
OTP 018 RFP 010

Amount of this Change Order Item:	INCREASE	$26,798.81
Time adjustment by this Change Order Item:	INCREASE	30

Item 08 - 2

DESCRIPTION OF CHANGE:
Modify the framing to conceal the stage partition mounting track.

REASON FOR CHANGE:
The framing at the stage partition will need to be modified so that the track is fully concealed. Currently, a portion of the track is exposed where the doors fold into the pocket.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFI 088 COR 048

Amount of this Change Order Item:	INCREASE	$5,082.77
Time adjustment by this Change Order Item:	INCREASE	3

Item 08 - 3

DESCRIPTION OF CHANGE:
Add landscape and irrigation at the North West corner of the new multi-purpose building.

REASON FOR CHANGE:
Due to a hand wash sink being added at the stage, piping for the drywell is exposed at the front of the new multi-purpose building. A planter area will be added to keep the walk path separated from the drywell and exposed plumbing.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
RFP 011 OTP 021

Amount of this Change Order Item:	INCREASE	$2,774.28
Time adjustment by this Change Order Item:	INCREASE	20

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

Item 08 - 4

DESCRIPTION OF CHANGE:
The existing planter in front of the existing administration building will be demoed and replaced with a new planter and new irrigation heads.

REASON FOR CHANGE:
Due to it's condition, the existing planter in front of the administration building will be replaced to match the new
landscaping in front of the new multi-purpose building.

CHANGE CATAGORY:
District Requested change.

DOCUMENT REFERENCE:
RFP 015 OTP 022

Amount of this Change Order Item:	INCREASE	$4,671.06
Time adjustment by this Change Order Item:	INCREASE	3

Item 08 - 5

DESCRIPTION OF CHANGE:
Remove and replace concrete North of the administration building.

REASON FOR CHANGE:
Concrete in front of the administration building will need to be demoed and replaced due to a grade conflict
between the new and existing concrete elevations. It was necessary to remove and replace the existing concrete to meet ADA.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 049.2 RFI 092

Amount of this Change Order Item:	INCREASE	$29,084.83
Time adjustment by this Change Order Item:	INCREASE	3

Item 08 - 6

DESCRIPTION OF CHANGE:
Add a stage curtain valance and vertical drapes at the ends at the new stage curtain in the MPR.

REASON FOR CHANGE:
There is an opening/gap between the stage curtain and edge of stage opening. This will be closed off with adding vertical drape end closures and a valance.

CHANGE CATAGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 014 OTP 020

Amount of this Change Order Item:	INCREASE	$2,946.90
Time adjustment by this Change Order Item:	INCREASE	3

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$71,358.65**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**62 Days**

**** End of CHANGE ORDER **** *08B*

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Ericson New Multi Purpose Room & Interim
DSA #: Interim Housing: 02-120125
DSA #: New MPR: 02-119112
BID #: 23-23

Date: 13-Jan-25
Contractor: Davis Moreno Construction
Architect: Darden Architects
Change Order: 008

Contract Summary:

Bid Award Amount(s)				
Base Bid:	Interim Housing	$ 1,541,540.00		
Additive Alternate 4:	Remove of Existing Asphalt Paving, Repair of Irrigation & Re-Seed	$ 97,078.00		
Base Bid (InteriHousing) with Add Alt 4			$	1,638,618.00
Base Bid:	New MPR	$ 8,488,010.00		
Additive Alternate 1:	Painted Mural	$ 14,076.00		
Additive Alternate 3:	Crack Fill, Stripping, and Sealing Playcourt	$ 32,691.00		
Additive Alternate 5:	AV Sound System	$ 77,724.00		
Additive Alternate 6:	Temporary Pedestrian Tunnel	$ 92,167.00		
Base Bid (Multi-Purpose) with Add Alt 1, 3, 5 & 6			$	8,704,668.00
Total Agreement Amount:			**$**	**10,343,286.00**

Contract Adjustments:

Total Contract Amount $ 10,343,286.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Interim Housing CO #001	$ 4,076.27	$ -	$ -	$ 44,646.50	$ -	$ 48,722.77	
Interim Housing CO #002	$ -	$ -	$ 9,640.57	$ -	$ -	$ 9,640.57	
Interim Housing CO #003	$ -	$ -	$ -	$ 14,015.10	$ -	$ 14,015.10	
Interim Housing CO #004	$ -	$ -	$ 11,018.70	$ -	$ -	$ 11,018.70	
Interim Housing CO #005	$ 14,007.13					$ 14,007.13	$ 97,404.27
MOD CO #001	$ (33,125.16)	$ -	$ 17,690.92	$ -	$ -	$ (15,434.24)	
MOD CO #002	$ -	$ -	$ 13,813.53	$ 24,130.70	$ -	$ 37,944.23	
MOD CO #003	$ -	$ -	$ 53,663.72	$ -	$ -	$ 53,663.72	
MOD CO #004	$ -	$ -	$ 34,045.24	$ 1,287.00	$ -	$ 35,332.24	
MOD CO #005	$ -	$ -	$ 22,929.50	$ 32,760.96	$ -	$ 55,690.46	
MOD CO #006	$ -	$ -	$ -	$ 25,591.12	$ -	$ 25,591.12	
MOD CO #007	$ -	$ -	$ 9,467.36	$ 11,496.69	$ -	$ 20,964.05	
MOD CO #008	$ 34,244.15	$ -	$ -	$ 37,114.50	$ -	$ 71,358.65	
							$ 285,110.23
Totals:	**$ 19,202.39** 0.2%	**$ -** 0.0%	**$ 172,269.54** 1.7%	**$ 191,042.57** 1.8%	**$ -** 0.0%	**$ 382,514.50**	**$ 382,514.50** 3.7%
Total Contract Amount with Adjustments							**$ 10,725,800.50**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Admin & West Hall
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. : 002

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. : 796997

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

The original Contract Sum was	$	10,377,000.00
Net change by previously authorized Change Orders	$	61,759.18
The Contract Sum prior to this Change Order was	$	10,438,759.18
The Contract Sum will be adjusted by	$	(976,390.20)
The new Contract Sum, including this Change Order will be	$	9,462,368.98
The Contract Completion date prior to this Change Order was		8/8/2025
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-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: 01/07/2025

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612

CONTRACTOR:

Collin Froese Digitally signed by Collin Froese Date: 2025.01.15 10:01:44 -08'00'

By: Collin Froese

Date: 1/14/25

Authorized by:

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

OWNER:

By: Alex Bejanger | Chief Executive

Date: 1/18/25

Fresno Unified School District

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:
Relocate existing storage container on the west side of the West Hall

REASON FOR CHANGE:
The existing storage container was in the area of construction and needed to be temporarily relocated

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 006, OTP 02, PCO 011

Amount of this Change Order Item:	**Increase** $	**1,046.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-2

DESCRIPTION OF CHANGE:
Remove Admin Building scope in it's entirety

REASON FOR CHANGE:
Costs exceed 50% of the Replacement Cost.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 009, COD 1

Amount of this Change Order Item:	**Decrease** $	**(1,573,471.00)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-3

DESCRIPTION OF CHANGE:
Explore existing unknown underground utilities and repair water line. The amount of $6,899.23 will be taken out of the Owner's bid. A total of $6,613.37 will be used of Unknown/Unforeseen Allowance.

REASON FOR CHANGE:
In the course of construction, an unknown underground utility was encountered. It was necessary to repair and relocate the line and explore the line to verify the extent of intrusion in the project.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 011, OTP 01, PCO 008.1

Amount of this Change Order Item:	**Increase** $	-
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-4

DESCRIPTION OF CHANGE:
Relocate the elevator tower at West Hall, including metal decking, structural steel, guardrail, plaster ceiling assembly, and concrete.
REASON FOR CHANGE:
in the course of construction a 12KV electrical line was found to be in conflict with the new elevator footings. The existing 12KV utility could not be relocated, therefore the elevator tower had to be relocated.
CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 012, OTP 14, PCO 12.4

Amount of this Change Order Item:	**Increase $**	**138,049.81**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-5

DESCRIPTION OF CHANGE:
Remove existing guardrail lighting and install additional exterior egress lighting at Building W elevator tower.

REASON FOR CHANGE:
It was necessary to remove the existing egress step lighting due to conflicts and provide new wall mounted egress lighting.
CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 014, OTP 20, PCO 27.1

Amount of this Change Order Item:	**Increase $**	**6,750.38**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-6

DESCRIPTION OF CHANGE:
Relocate and temporary reinstall existing Load Center #6 to South of West Hall

REASON FOR CHANGE:
In order to better maintain project schedule and costs, a temporary install of the electrical equipment is preferred to avoid startup
CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 015, OTP 15, PCO 032

Amount of this Change Order Item:	**Increase $**	**3,487.89**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-7

DESCRIPTION OF CHANGE:
Provide and install underground pipe connection for interior roof drain pipe, including change of interior roof drain pipe material to meet District requirements.
REASON FOR CHANGE:
Underground pipe connection was not shown in the project documents Addendum for connection of interior roof drain pipe. It was necessary for the drain pipe material to be modified to meet District Standards.
CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 018, OTP 26, PCO 024.1

Amount of this Change Order Item:	**Increase $**	**10,240.66**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-8

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to demo existing 6" CHSW/R and 4" HWS/R pipes and install new 6" CHSW/R and 4" HWS/R pipes.
REASON FOR CHANGE:
The project documents did not include the necessary relocation of the existing underground mechanical piping.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 020, OTP 24, PCO 36.2

Amount of this Change Order Item:	**Increase $**	**336,596.98**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-9

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to install steel mounting plates and anchors for the new guardrail assembly.
REASON FOR CHANGE:
In the course of construction, it was found that the existing steel and concrete did not meet the necessary structural requirements for the new guardrail. It was necessary to revise the guardrail mounting.
CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 021, OTP 09, PCO 18.2

Amount of this Change Order Item:	**Increase $**	**31,707.18**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-10

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to install new in ground utility chase ground vent covers at building L and W and install new roof drain connections

REASON FOR CHANGE:
The project documents did not include the necessary roof drain connections and the new vens for the in ground utility chase.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 022, OTP 030, PCO 009

Amount of this Change Order Item:	**Increase**	$	**42,004.29**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 2-11

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to install new deck flashing at edges of balcony, stairs and landings. Modify guardrail to allow for install of new cement plaster.

REASON FOR CHANGE:
Deck flashing was revised to provide a better finish condition at the balcony edge. Guardrail was revised to allow for install of new cement plaster.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 024, OTP 31, PCO 013.1

Amount of this Change Order Item:	**Increase**	$	**27,197.61**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**Decrease**	$	**(976,390.20)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

DSA #: 02-120777
BID #: 24-35

Date: 1/29/25
Contractor: SolTek
Architect: LionaKis
Change Order: 002

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:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) — **$ 10,377,000.00**

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**
Adm WH CO 002	$ (1,572,425.00)	$ -	$ 31,707.18	$ 564,327.62	$ -	$ (976,390.20)	**$ (976,390.20)**
Totals:	**$ (1,572,425.00)** -15.2%	**$ -** 0.0%	**$ 31,707.18** 0.3%	**$ 626,086.80** 6.0%	**$ -** 0.0%		**$ (914,631.02)**
Admin West Hall Contract Amount with Adjustments							**$ 9,462,368.98**

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — $ 3,685,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Library Mod CO 001	$ 296,870.84	$ -	$ -	$ 90,876.85	$ -	$ 387,747.69	**$ 387,747.69**
Library Mod CO 002	$ 134,408.23	$ -	$ 22,340.96	$ 26,109.93	$ -	$ 182,859.12	**$ 182,859.12**
Totals:	**$ 431,279.07** 11.7%	**$ -** 0.0%	**$ 31,707.18** 0.9%	**$ 116,986.78** 3%	**$ -** 0.0%		**$ 570,606.81**
Library Contract Amount with Adjustments							**$ 4,255,606.81**

Base Bid 4: Theater Mod ($3,415,000) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — **$ 3,775,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Theater Mod CO 001	$ 5,205.89	$ -	$ -	$ -	$ -	$ 5,205.89	**$ 5,205.89**
Theater Mod CO 002	$ -	$ -	$ -	$ 72,425.28	$ -	$ 72,425.28	**$ 72,425.28**
Totals:	**$ 5,205.89** 0.1%	**$ -** 0.0%	**$ 31,707.18** 0.8%	**$ 72,425.28** 1.9%	**$ -** 0.0%		**$ 77,631.17**
Theater Contract Amount with Adjustments							**$ 3,852,631.17**

Total New Contract Amount with Adjustments	$ 17,570,606.96	-1.49%

Allowance Amount — $ 200,000.00

	Unknown, Unforeseen Utility	Total
CO #001	$ 30,678.18	$ 30,678.18
CO #002	$ 6,613.37	$ 6,613.37
Totals:		**$ 37,291.55**

Total Remaining Allowance Amount with Adjustments **$ 162,708.45**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Library
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. :	**002**
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	$	387,747.69
The Contract Sum prior to this Change Order was	$	4,072,747.69
The Contract Sum will be adjusted by	$	182,859.12
The new Contract Sum, including this Change Order will be	$	4,255,606.81
The Contract Completion date prior to this Change Order was		8/8/2025
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/8/2025

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:

Lionakis
2025 19th Street
Sacramento, CA 95818
ARCHITECT/ENGINEER:

By: Jonathan McMurtry,

Date: 1/3/25

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612
CONTRACTOR:

Collin Froese Digitally signed by Collin Froese Date: 2025.01.15 10:02:12 -08'00'

By: Collin Froese

Date: 1/14/25

Authorized by:

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

By: Alex Belanger , Chief Executive

Date: 1/18/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to remove the asbestos wrapped mechanical cold water piping under the floor in the Library and reroute new water piping around the revised duct location.

REASON FOR CHANGE:
The existing mechanical cold water piping under the floor of the Library was found to have asbestos insulation and needed to be abated. The new piping needed to be rerouted to avoid a conflict with the new HVAC duct location.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 008, OTP 010, PCO 10

Amount of this Change Order Item:	**Increase $**	**22,340.96**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-2

DESCRIPTION OF CHANGE:
Additional Library Cameras per attached PR-03. Provide and install four security cameras in the Library

REASON FOR CHANGE:
Distrct requested additional cameras after the Bid. FUSD camera department requested four additional cameras to support student and staff safety

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 010, PR-03, PCO 006.1

Amount of this Change Order Item:	**Increase $**	**6,739.47**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-3

DESCRIPTION OF CHANGE:
Provide and install new fire riser assembly, bracing and piping at Library building.

REASON FOR CHANGE:
The project documents did not include the code required fire riser assembly for the Library building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 013, OTP 13, PCO 14

Amount of this Change Order Item:	**Increase $**	**23,816.76**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-4

DESCRIPTION OF CHANGE:
Install new fire main and connections to building L.

REASON FOR CHANGE:
The District plumbing department requested an above ground back backflow device for the fire water to allow for future maintenance isolation. It was necessary to provide a new fire main to meet the flow requirements for the

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 016, OTP 23, PCO 026.1

Amount of this Change Order Item:	**Increase**	**$ 127,668.76**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-5

DESCRIPTION OF CHANGE:
Change hollow metal window to storefront window system at the Library entry.

REASON FOR CHANGE:
The project documents did not call for aluminum storefront in the window schedule.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 017, OTP 25, PCO 025.1

Amount of this Change Order Item:	**Increase**	**$ 2,293.17**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 182,859.12**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

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

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

DSA #: 02-120777
BID #: 24-35

Date: 1/29/25
Contractor: SolTek
Architect: LionaKis
Change Order: 002

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:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) — **$ 10,377,000.00**

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**
Adm WH CO 002	$ (1,572,425.00)	$ -	$ 31,707.18	$ 564,327.62	$ -	$ (976,390.20)	**$ (976,390.20)**
Totals:	**$ (1,572,425.00)** -15.2%	**$ -** 0.0%	**$ 31,707.18** 0.3%	**$ 626,086.80** 6.0%	**$ -** 0.0%		**$ (914,631.02)**
Admin West Hall Contract Amount with Adjustments							**$ 9,462,368.98**

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — $ 3,685,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Library Mod CO 001	$ 296,870.84	$ -	$ -	$ 90,876.85	$ -	$ 387,747.69	**$ 387,747.69**
Library Mod CO 002	$ 134,408.23	$ -	$ 22,340.96	$ 26,109.93	$ -	$ 182,859.12	**$ 182,859.12**
Totals:	**$ 431,279.07** 11.7%	**$ -** 0.0%	**$ 31,707.18** 0.9%	**$ 116,986.78** 3%	**$ -** 0.0%		**$ 570,606.81**
Library Contract Amount with Adjustments							**$ 4,255,606.81**

Base Bid 4: Theater Mod ($3,415,000) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — **$ 3,775,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Theater Mod CO 001	$ 5,205.89	$ -	$ -	$ -	$ -	$ 5,205.89	**$ 5,205.89**
Theater Mod CO 002	$ -	$ -	$ -	$ 72,425.28	$ -	$ 72,425.28	**$ 72,425.28**
Totals:	**$ 5,205.89** 0.1%	**$ -** 0.0%	**$ 31,707.18** 0.8%	**$ 72,425.28** 1.9%	**$ -** 0.0%		**$ 77,631.17**
Theater Contract Amount with Adjustments							**$ 3,852,631.17**

Total New Contract Amount with Adjustments	$ 17,570,606.96	-1.49%

Allowance Amount — $ 200,000.00

	Unknown, Unforeseen Utility	Total
CO #001	$ 30,678.18	$ 30,678.18
CO #002	$ 6,613.37	$ 6,613.37
Totals:		**$ 37,291.55**

Total Remaining Allowance Amount with Adjustments **$ 162,708.45**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Roosevelt High School Modernizations - Theater
4250 E Tulare Ave.
Fresno, CA 93702

CHANGE ORDER No. :	**002**
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	$	5,205.89
The Contract Sum prior to this Change Order was	$	3,780,205.89
The Contract Sum will be adjusted by	$	72,425.28
The new Contract Sum, including this Change Order will be	$	3,852,631.17
The Contract Completion date prior to this Change Order was		8-Aug-25
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8-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: 01/02/2025

Accepted by:

Soltek Pacific
1080 Holland Ave 2025
Clovis, CA 93612
CONTRACTOR:
Collin Froese Digitally signed by Collin Froese Date: 2025.01.15 10:02:46 -08'00'
By: Collin Froese
Date: 1/14/25

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:
By: Alex Belanger | Chief Executive
Date: 1/18/25

Fresno Unified School District

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:
In classroom 110 in East Hall provide all labor, materials and equipment as required to install underground pipe connection for interior roof drain pipe, including change of interior drain pipe material. Demo all flooring and sub floor effected by water damage. Relocate all items in room and place into storage (provided by FUSD). Replace all sub floor, flooring, and wall base. Install all new ceiling tiles. Paint all walls, this is to include all prep and finish work, installation of protections of the cabinets. Install swing door at interior passthrough.

REASON FOR CHANGE:
The janitorial room on the second floor of East Hall flooded and the water damaged the classroom below. It was necessary to repair the damaged ceiling and flooring in classroom 110 to allow for interim housing for the Theatre project.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 019, OTP 27, PCO 029

Amount of this Change Order Item:	**Increase**	**$ 72,425.28**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 72,425.28**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District
Achieving our Greatest Potential!

Project Financial Summary

Facilities Management & Planning

Project Name: Roosevelt High School Mod

DSA #: 02-120777
BID #: 24-35

Date: 1/29/25
Contractor: SolTek
Architect: LionaKis
Change Order: 002

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:

Base Bid 1: Admin Building Mod ($3,564,000) Base Bid 3: West Hall Mod ($6,613,000) Allowance: Unforeseen/Unkown Utility ($200,000) — **$ 10,377,000.00**

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**
Adm WH CO 002	$ (1,572,425.00)	$ -	$ 31,707.18	$ 564,327.62	$ -	$ (976,390.20)	**$ (976,390.20)**
Totals:	**$ (1,572,425.00)** -15.2%	**$ -** 0.0%	**$ 31,707.18** 0.3%	**$ 626,086.80** 6.0%	**$ -** 0.0%		**$ (914,631.02)**
Admin West Hall Contract Amount with Adjustments							**$ 9,462,368.98**

Base Bid 2: Library Mod ($2,376,000) Add Alt 5: Library: Demo guardrail and surf prep at the balcony ($292,000) Add Alt 6: Library: Mechanical Equipment and Install ($1,017,000) — $ 3,685,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Library Mod CO 001	$ 296,870.84	$ -	$ -	$ 90,876.85	$ -	$ 387,747.69	**$ 387,747.69**
Library Mod CO 002	$ 134,408.23	$ -	$ 22,340.96	$ 26,109.93	$ -	$ 182,859.12	**$ 182,859.12**
Totals:	**$ 431,279.07** 11.7%	**$ -** 0.0%	**$ 31,707.18** 0.9%	**$ 116,986.78** 3%	**$ -** 0.0%		**$ 570,606.81**
Library Contract Amount with Adjustments							**$ 4,255,606.81**

Base Bid 4: Theater Mod ($3,415,000) Add Alt 4: Theater: Architectural Lighting System at Auditorium ($235,000) — **$ 3,775,000.00**

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
Theater Mod CO 001	$ 5,205.89	$ -	$ -	$ -	$ -	$ 5,205.89	**$ 5,205.89**
Theater Mod CO 002	$ -	$ -	$ -	$ 72,425.28	$ -	$ 72,425.28	**$ 72,425.28**
Totals:	**$ 5,205.89** 0.1%	**$ -** 0.0%	**$ 31,707.18** 0.8%	**$ 72,425.28** 1.9%	**$ -** 0.0%		**$ 77,631.17**
Theater Contract Amount with Adjustments							**$ 3,852,631.17**

Total New Contract Amount with Adjustments	$ 17,570,606.96	-1.49%

Allowance Amount — $ 200,000.00

	Unknown, Unforeseen Utility	Total
CO #001	$ 30,678.18	$ 30,678.18
CO #002	$ 6,613.37	$ 6,613.37
Totals:		**$ 37,291.55**

Total Remaining Allowance Amount with Adjustments **$ 162,708.45**

CHANGE ORDER

PROJECT NAME:
Edison High School South Administration Building Space Remodel
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. : 001

DSA File No. : 10-H8

Application No. : 02-121497

CONTRACTOR :
Better Enterprises, Inc.
1148 N. Cypress Avenue
Fresno CA 93727

DESIGNER'S PROJECT No. : 2265

FUSD BID/CONTRACT No. : 24-44

CONTRACTOR P.O. No. : 0802268A

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

The original Contract Sum was	$	280,175.00
Net change by previously authorized Change Orders		$0.00
The Contract Sum prior to this Change Order was	$	280,175.00
The Contract Sum will be adjusted by		$27,713.59
The new Contract Sum, including this Change Order will be	$	307,888.59
The Contract Completion date prior to this Change Order was		8/3/2024
The Contract Time will be adjusted by		173 Calendar Days
The new Contract Completion date, including this Change Order is therefore		1/23/2025

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, Inc.
6790 N. West Ave
Fresno, CA 93711
ARCHITECT/ENGINEER:

By: Antoino Avila AIA

Date: 12/23/2024

Accepted by:

Better Enterprises, Inc.
1148 N. Cypress Avenue
Fresno, CA 93727
CONTRACTOR:

By: Marc Kerkochian

Date: 12/27/2024

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 1/15/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Remove and Salvage to Owner the existing Partition Wall System located in room "Offices (104)".

REASON FOR CHANGE:
The existing Partition Wall System was not removed prior to construction and was in the way of required demolition work. The partition system was returned to the District.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 01

Amount of this Change Order Item:	**Increase $**	**899.18**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Reframe portion of existing wall in Corridor (104) with Metal Framing and replace drywall.

REASON FOR CHANGE:
At the location of a new door, an existing counter window had been enclosed in the wall and the previous wood-stud infill needs to be removed and corrected with Metal Framing for surrounding work to proceed

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI 004

Amount of this Change Order Item:	**Increase $**	**4,056.05**
Time adjustment by this Change Order Item:	**Increase**	4 Days

Item 1-3

DESCRIPTION OF CHANGE:
Remove finishes, add drywall, texture, and paint in Corridor (104).

REASON FOR CHANGE:
During construction, several existing walls and mechanical ducts indicated as fire rated on existing plans were found deficient of the required fire ratings and protections.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
SI 03, OTP 03, OTP 04

Amount of this Change Order Item:	**Increase $**	**12,490.78**
Time adjustment by this Change Order Item:	**Increase**	120 Days

Fresno Unified School District

CHANGE ORDER

Item 1-4

DESCRIPTION OF CHANGE:
Provide firestopping at existing penetrations in existing wall, above ceiling, between rooms 103 and 104.

REASON FOR CHANGE:
During construction, existing wall penetrations above ceiling and behind tackboard at an existing fire rated wall were found to be lacking the required fire stopping.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI 006

Amount of this Change Order Item:	**Increase $**	**1,298.40**
Time adjustment by this Change Order Item:	**Increase**	14 Days

Item 1-5

DESCRIPTION OF CHANGE:
Reroute existing mechanical duct in conflict with new doorway "104 b" and provide a fire damper at rated wall into the Lobby (room 101).

REASON FOR CHANGE:
During construction, an existing duct was found to obstruct a new doorway and lacked required fire dampers at existing fire rated walls.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI 007, CCD 001

Amount of this Change Order Item:	**Increase $**	**8,969.18**
Time adjustment by this Change Order Item:	**Increase**	35 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**27,713.59**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	173 DAYS

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

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Edison HS South Admin
DSA #: 02-121497
BID #: 24-44

Date: 1/9/25
Contractor: Better Enterprises
Architect: Darden
Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:	$ 280,175.00
Total Agreement Amount:	$ 280,175.00

Contract Adjustments:

Total Contract Amount $ 280,175.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO 1	$ 899.18		$ -		$ 14,323.63		$ 12,490.78		$ -		$ 27,713.59			
CO 2	$ -		$ -		$ -		$ -		$ -		$ -			
CO 3	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 899.18**	0.3%	**$ -**	0.0%	**$ 14,323.63**	5.1%	**$ 12,490.78**	4.5%	**$ -**	0.0%	**$ 27,713.59**		**$ 27,713.59**	9.9%

Total Contract Amount with Adjustments **$ 307,888.59**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Kratt Portables
Kratt Elementary
Fresno, CA 93710

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-121768

CONTRACTOR :
MARKO Construction, inc.
3675 E Jensen Avenue
Fresno, CA 93725

DESIGNER'S PROJECT No. : 5538

FUSD BID/CONTRACT No. : 24-45

CONTRACTOR P.O. No. : 800679

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

The original Contract Sum was	$	1,298,739.00
Net change by previously authorized Change Orders		
The Contract Sum prior to this Change Order was	$	1,298,739.00
The Contract Sum will be adjusted by	$	113,948.99
The new Contract Sum, including this Change Order will be	$	1,412,687.99
The Contract Completion date prior to this Change Order was		8/6/24
The Contract Time will be adjusted by		(168) Calendar Days
The new Contract Completion date, including this Change Order is therefore		21-Jan-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:

Integrated Designs by SOMAM, inc.
ARCHITECT/ENGINEER:

By: Curtis Flynn
Date: 1/15/25

Accepted by:

MARKO Construction, inc.
CONTRACTOR:

By: Jason Tenty
Date: 1/15/25

Authorized by:

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

By: Alex Belanger | Chief Executive
Date: 1/17/25

Change Order Summary
Page 1 of 1

CHANGE ORDER

You are directed to make the following changes in this Contract

Item 1-1

DESCRIPTION OF CHANGE:
Remove and replace carpet flooring in the office 090.

REASON FOR CHANGE:
The existing flooring in office 090, adjacent to the new flooring in the entry, was damaged and needed to be replaced.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFQ 1; COR 1

Amount of this Change Order Item:	**Increase**	$ 3,466.13	
Time adjustment by this Change Order Item:	**Increase**	0	Days

Item 1-2

DESCRIPTION OF CHANGE:
Hydro-flush the storm drain system.

REASON FOR CHANGE:
Storm drain was found to be blocked, to ensure the storm drain system flows efficiently, the system was hydro-flushed.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI 7- Storm drain work

Amount of this Change Order Item:	**Increase**	$ 660.00	
Time adjustment by this Change Order Item:	**Increase**	1	Days

Item 1-3

DESCRIPTION OF CHANGE:
Install new unfaced batt insulation at exterior walls to replace existing, damaged batt insulation.

REASON FOR CHANGE:
The exisiting portable buildings arrived with damaged insulation. The insulation needed to be moved to install conduits and lowvoltage

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	**Increase**	$ 7,507.46	
Time adjustment by this Change Order Item:	**Increase**	1	Days

Item 1-4

DESCRIPTION OF CHANGE:
Add foam roofing repairs at the mod lines of the building.

REASON FOR CHANGE:
The project documents did not include a foam roof repair procedure at the mod lines of the portable buildings. It was necessary to add foam roofing repairs after the buildings were separated, relocated, and put back together.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
CCR-7-1

Amount of this Change Order Item:	**Increase** $	9,020.00	
Time adjustment by this Change Order Item:	**Increase**	2	Days

Item 1-5

DESCRIPTION OF CHANGE:
Added a wall, door, plexi-glass and an electrical door strike at the adminstrative office.

REASON FOR CHANGE:
The additional office electrified door and reception counter glass were added at the request of FUSD Safety and Security.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCD 2; RFQ 6

Amount of this Change Order Item:	**Increase** $	34,963.07	
Time adjustment by this Change Order Item:	**Increase**	7	Days

Item 1-6

DESCRIPTION OF CHANGE:
Relocate the existing unknown irrigation main outside of the footprint of the new portable buildings.

REASON FOR CHANGE:
The existing irrigation line was in the structural zone of influence and needed to be re-routed.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI 15

Amount of this Change Order Item:	**Increase** $	5,935.05	
Time adjustment by this Change Order Item:	**Increase**	0	Days

Item 1-7

DESCRIPTION OF CHANGE:
Install electrical conduit from the new portables to the main office.

REASON FOR CHANGE:
The conduit was at capacity. Additional conduit was needed to accommodate new fire alarm and low-voltage wiring.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFQ 7; COR 008

Amount of this Change Order Item:	**Increase** $	22,212.53	
Time adjustment by this Change Order Item:	**Increase**	1	Days

Item 1-8

DESCRIPTION OF CHANGE:
Increase the size of the concrete landing at the front portion of the administration building.

REASON FOR CHANGE:
There wasn't enough space to maintain the ADA clearance at the walkway, an additional concrete portion to maintain the required 36" was required.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 9; email 8/6/24

Amount of this Change Order Item:	**Increase** $	3,687.15	
Time adjustment by this Change Order Item:	**Increase**	3	Days

Item 1-9

DESCRIPTION OF CHANGE:
Replace the 2"x4" framing with 2"x6" framing at the electrical panel wall.

REASON FOR CHANGE:
The new electrical panels specified were too deep for the existing walls in the portable buildings. Additional wall framing was reuqired for the install of the new panels.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 010; Email 8/6/24

Amount of this Change Order Item:	**Increase** $	1,136.19	
Time adjustment by this Change Order Item:	**Increase**	0	Days

Item 1-10

DESCRIPTION OF CHANGE:
Provide overtime cost for additional project work to meet the first day of school opening.

REASON FOR CHANGE:
Overtime was required for additional work added to the project for work on the portable building walkway, stairs, and administrative office layout.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR 11

Amount of this Change Order Item:	**Increase** $	**12,502.75**	
Time adjustment by this Change Order Item:	**Increase**	0	Days

Item 1-11

DESCRIPTION OF CHANGE:
Add handrails at the new ADA ramp.

REASON FOR CHANGE:
The project documents showed a conflict with the underground plumbing and the new building elevtion. It was necessary to add handrails to meet ADA.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
CCD 3; COR 12

Amount of this Change Order Item:	**Increase** $	**12,858.66**	
Time adjustment by this Change Order Item:	**Increase**	3	Days

CHANGE ORDER

Item 1-12

DESCRIPTION OF CHANGE:
Add 150 Calendar Days to Contract Duration - FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:
The project documents showed a conflict with the underground plumbing and the new building elevtion. It was necessary to add handrails to meet ADA.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
CCD 3; COR 12

Amount of this Change Order Item:	Increase	$ -	
Time adjustment by this Change Order Item:	Increase	150	Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 113,948.99**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**168 Days**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Kratt ES
Portable Project & SPOE
DSA #:
BID #: 24-45

Date: 1/9/25
Contractor: Marko
Architect: SOMAM
Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid 1:	Portable Project	$ 1,050,667.00
Base Bid 2:	SPOE & Restroom	$ 248,072.00
Total Agreement Amount:		$ 1,298,739.00

Contract Adjustments:

Total Contract Amount $ 1,298,739.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 38,429.20				$ 14,102.51		$ 61,417.28		$ -		$ 113,948.99		
Totals:	**$ 38,429.20**	3.0%	**$ -**	0.0%	**$ 14,102.51**	1.1%	**$ 61,417.28**	4.7%	**$ -**	0.0%	**$ 113,948.99**	**$ 113,948.99**	8.8%
Total Contract Amount with Adjustments												**$ 1,412,687.99**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Trane Sentry Air Purifiers Installation Section A
Various Sites
Fresno, CA

CHANGE ORDER No. :	001
DSA File No. :	N/A
Application No. :	N/A

CONTRACTOR :
Cole Electric, LLC.
1175 Shaw Ave, Ste. 104
Clovis, CA 93613

DESIGNER'S PROJECT No. :	1431
FUSD BID/CONTRACT No. :	24-58
CONTRACTOR P.O. No. :	805613A

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

The original Contract Sum was	$	455,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	455,000.00
The Contract Sum will be adjusted by	$	-
The new Contract Sum, including this Change Order will be	$	455,000.00
The Contract Completion date prior to this Change Order was		9/18/2024
The Contract Time will be adjusted by		(27) Calendar Days
The new Contract Completion date, including this Change Order is therefore		15-Oct-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:	***Accepted by:***	***Authorized by:***
NET POSITIVE	**COLE ELECTRIC, LLC.**	**Fresno Unified School District**
5 River Park PL E STE 303	1175 Shaw Ave, Ste. 104	4600 N. Brawley
Fresno, CA 93720	Clovis, CA 93613	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Jonathan Schlundt	By: Michael Cole	By: Alex Belanger	Chief Executive
Date: 1/17/25	Date: 1-23-2025	Date: 1-23-2025

Fresno Unified School District

CHANGE ORDER

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

Item 1-01 **Trane Sentry Air Purifiers Installation at Various Sites-Section A (Contract Time Extension)**

DESCRIPTION OF CHANGE:
Add 27 Calendar Days to Contract duration.

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate the contractor to complete the project and other close-out activites.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
C.O.I.R. NO. 001

Amount of this Change Order Item:	**Increase**	**$ -**
Time adjustment by this Change Order Item:	**Increase**	**27 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ -**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**27 Days**

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

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Trane Sentry Air Purifiers Installation at Various Sites*
DSA #:
BID #: 24-58 Section A

Date: 01/23/25
Contractor: Cole Electric, LLC
Architect: Net Positive
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid 1:	$	455,000.00
Total Agreement Amount:	**$**	**455,000.00**

Contract Adjustments:

Total Contract Amount $ 455,000.00

Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**			
CO #001	$ -		$ -				$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$** -	0%	**$** -	0%	**$** -	0%	**$** -	0%	**$** -	0%	**$** -	**$**	-	0.0%

Total Contract Amount with Adjustments **$ 455,000.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Trane Sentry Air Purifiers Installation Section B
Various Sites
Fresno, CA

CHANGE ORDER No. :	001
DSA File No. :	N/A
Application No. :	N/A

CONTRACTOR :
Lindsay Electric, Inc
6321 N. Montana
Clovis, CA 93619

DESIGNER'S PROJECT No. :	1431
FUSD BID/CONTRACT No. :	24-58
CONTRACTOR P.O. No. :	805613B

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

The original Contract Sum was	$	685,000.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	685,000.00
The Contract Sum will be adjusted by	$	-
The new Contract Sum, including this Change Order will be	$	685,000.00
The Contract Completion date prior to this Change Order was		9/18/2024
The Contract Time will be adjusted by		(111) Calendar Days
The new Contract Completion date, including this Change Order is therefore		6-Jan-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:

NET POSITIVE
5 River Park PL E STE 303
Fresno, CA 93720

ARCHITECT/ENGINEER:

By: Jonathan Schlundt, PE

Date: 1/17/25

Accepted by:

LINDSAY ELECTRIC, Inc
6321 N. Montana
Clovis, CA 93619

CONTRACTOR:

By: Steve Lindsay

Date: 1/23/25

Authorized by:

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

OWNER:

By: Alex Belanger | Chief Executive

Date: 1/28/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 1-01 **Trane Sentry Air Purifiers Installation at Various Sites-Section B (Contract Time Extension)**

DESCRIPTION OF CHANGE:
Add 111 Calendar Days to Contract duration.

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate the contractor to complete the prject and other close-out activites.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
C.O.I.R. NO. 001

Amount of this Change Order Item:	**Increase**	**$ -**
Time adjustment by this Change Order Item:	**Increase**	**111 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ -**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**111 Days**

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

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Trane Sentry Air Purifiers Installation at Various Sites*
DSA #:
BID #: 24-58 Section B

Date: 01/23/25
Contractor: Lindsay Electric, Inc.
Architect: Net Positive
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid 1:	$	685,000.00
Total Agreement Amount:	**$**	**685,000.00**

Contract Adjustments:

Total Contract Amount $ 685,000.00

Contract Adjustments:	**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**			
CO #001	$ -		$ -				$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$** -	0%	**$** -	0%	**$** -	0%	**$** -	0%	**$** -	0%	**$** -	**$**	-	0.0%

Total Contract Amount with Adjustments **$ 685,000.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Figarden ES ESSER
6235 N Brawley Ave
Fresno, CA 93706

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-121524

CONTRACTOR :
Better Enterprises
1148 N Cypress Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No. : 2246

FUSD BID/CONTRACT No. : 24-83

CONTRACTOR P.O. No. : 806195

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

The original Contract Sum was	$ 661,000.00
Net change by previously authorized Change Orders	$ -
The Contract Sum prior to this Change Order was	$ 661,000.00
The Contract Sum will be adjusted by	$ 27,445.34
The new Contract Sum, including this Change Order will be	$ 688,445.34
The Contract Completion date prior to this Change Order was	9/9/2024
The Contract Time will be adjusted by	133 Days
The new Contract Completion date, including this Change Order is therefore	1/20/2025

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:

TAM Architects
6781 N Palm Ave Ste 120
Fresno, CA 93704
ARCHITECT/ENGINEER:

By: Jared Ramirez, AIA

Date: 01/16/2025

Accepted by:

Better Enterprises
1148 N Cypress Avenue
Fresno, CA 93727
CONTRACTOR:

By: Marc Kerkoch an, VP

Date: 01/16/2025

Authorized by:

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

By: Alex Belanger / Asst. Sup.

Date: 1/17/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

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 modify existing gate for single point of entry to temporary admin

REASON FOR CHANGE:
Temporary admin requires secure gate for visitor entry onto site

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 002

TOTAL AMOUNT THIS ITEM:	**Increase $**	**10,916.21**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipement as required to provide power and data to the printer in the temporary admin office

REASON FOR CHANGE:
Adequate power and date was not present in the area where the temporary admin office was relocated

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 003

Amount of this Change Order Item:	**Increase $**	**1,103.56**
Time adjustment by this Change Order Item:	**Increase**	1 Day

Fresno Unified School District

CHANGE ORDER

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

Item 1-3

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to replace existing Zinsco Panel (F) with new updated Zinsco Panel

REASON FOR CHANGE:
Existing Zinsco Panel (F) was deteriorating and replacement parts are no longer avaailable

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 005

TOTAL AMOUNT THIS ITEM: **Increase $ 5,242.79**
Time adjustment by this Change Order Item: **Increase**

Item 1-4

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to demo existing carpet in Principal's office. Supply and install FUSD standard carpet and 4" rubber base

REASON FOR CHANGE:
Existing carpet is worn and showing damage due to age

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 006

Amount of this Change Order Item: **Increase $ 4,034.88**
Time adjustment by this Change Order Item: **Increase**

Fresno Unified School District

CHANGE ORDER

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

Item 1-5

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to relocate existing lock box in work room 108 to south end of work room

REASON FOR CHANGE:
Contract documents didn't show the relocation of the lock box that was in conflict with new wall.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 007

Amount of this Change Order Item:	**Increase $**	**555.19**
Time adjustment by this Change Order Item:	**Increase**	1

Item 1-6

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to change the door swing in new office #108

REASON FOR CHANGE:
Contract documents show door swing in incorrect direction

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 008

Amount of this Change Order Item:	**Increase $**	**1,147.08**
Time adjustment by this Change Order Item:	**Increase**	

Fresno Unified School District

CHANGE ORDER

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

Item 1-7

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to remove tackboard and remove and replace gypsum wall board on the South wall of the water heater closet.

REASON FOR CHANGE:

Contract documents did not show the removal of existing tackboard and gypsum board in the water heater closet.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COIR 009

Amount of this Change Order Item:	**Increase $**	**6,444.00**
Time adjustment by this Change Order Item:	**Increase**	

Item 1-8

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to remove and replace drywall in existing electrical room in the Administration building.

REASON FOR CHANGE:

In the course of construction it was determined that the existing electrical and low voltage panels could not be relocated due to existing infrastructure. It was necessary to replace already removed gypsum board.

CHANGE CATEGORY:

E&O

DOCUMENT REFERENCE:

COIR 010

Amount of this Change Order Item:	**Increase $**	**6,240.00**
Time adjustment by this Change Order Item:	**Increase**	

Fresno Unified School District

CHANGE ORDER

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

Item 1-9

DESCRIPTION OF CHANGE:

Provide all labor, materials, and equipment as required to install wallpaper in hallway and paint to match approved color

REASON FOR CHANGE:

In the course of construction an existing electrical panel was deemed to be replaced due to parts not being available. This required patchback. It was necessary to repair the wall to match the existing finished.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COIR 012

Amount of this Change Order Item:	**Increase $**	**2,280.00**
Time adjustment by this Change Order Item:	**Increase**	0

Item 1-10

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to provide electrical connections to the water heater, circulation pump and drinking fountain.

REASON FOR CHANGE:

Contract documents did not include scope of work

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COIR 013

Amount of this Change Order Item:	**Increase $**	**3,140.67**
Time adjustment by this Change Order Item:	**Increase**	2 Days

Fresno Unified School District

CHANGE ORDER

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

Item 1-11

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove existing ceiling tiles in Principal's office and provide new ceiling tiles

REASON FOR CHANGE:
The existing ceiling tiles were damaged and needed to be replaced

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 014

Amount of this Change Order Item:	**Increase $**	**1,607.51**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-12

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment as required to remove existing casework in workroom. Install new casework on east wall of workroom

REASON FOR CHANGE:
Site required addition storage to support administrative staff

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 015

Amount of this Change Order Item:	**Increase $**	**24,375.33**
Time adjustment by this Change Order Item:	**Increase**	14 Days

Fresno Unified School District

CHANGE ORDER

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

Item 1-13

DESCRIPTION OF CHANGE:

Provide credit for unused project bid allowance for unknown and unforeseen conditions

REASON FOR CHANGE:

The unused allowance will be credited back to the project

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

COIR 016

Amount of this Change Order Item:	**Decrease $**	(67,500.00)
Time adjustment by this Change Order Item:	**Increase**	

Item 1-14

DESCRIPTION OF CHANGE:

Removal of existing feeders and breakers and installation of new feeder wires to Panel F

REASON FOR CHANGE:

The project documents did not include the required electrical feeder upgrade necessary for the new panel F

CHANGE CATEGORY:

E&O

DOCUMENT REFERENCE:

COIR 017

Amount of this Change Order Item:	**Increase $**	**4,140.77**
Time adjustment by this Change Order Item:	**Increase**	

Fresno Unified School District

CHANGE ORDER

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

Item 1-15

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipemtn as required to provide power to the dehumidstat controller

REASON FOR CHANGE:
Contract documents did not include provisions for power to dehumidstat controller

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 018

Amount of this Change Order Item:	**Increase $**	**2,564.40**
Time adjustment by this Change Order Item:	**Increase**	

Item 1-16

DESCRIPTION OF CHANGE:
Provide all labor, materials and equipment as required to remove existing flooring in the Administration Building

REASON FOR CHANGE:
Flooring containing asbestos was discovered during demolition phase of admin remodel

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 001

Amount of this Change Order Item:	**Increase $**	**4,140.00**
Time adjustment by this Change Order Item:	**Increase**	3 Days

Fresno Unified School District

CHANGE ORDER

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

Item 1-17

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to furr wall, remove and pour back concrete for waste lines at sink in Nurse suite per RFI #5

REASON FOR CHANGE:

The project documents did not include the necessary concrete demolition and patch back for the new sink in the Nurse suite

CHANGE CATEGORY:

E&O

DOCUMENT REFERENCE:

COIR 004

Amount of this Change Order Item:	**Increase $**	**6,715.70**
Time adjustment by this Change Order Item:	**Increase**	4 Days

Item 1-18

DESCRIPTION OF CHANGE:

Procure and install signs. Provide 3 exit signs in Administration building

REASON FOR CHANGE:

The project documents did not include the required exit signs

CHANGE CATEGORY:

Designer E&O

DOCUMENT REFERENCE:

COIR 011

Amount of this Change Order Item:	**Increase $**	**395.33**
Time adjustment by this Change Order Item:	**Increase**	

Fresno Unified School District

CHANGE ORDER

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

Item 1-19

DESCRIPTION OF CHANGE:

Add 108 Days to Contract duration

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COIR 019

Amount of this Change Order Item:	**Increase**	
Time adjustment by this Change Order Item:	**Increase**	108 Days

Item 1-20

DESCRIPTION OF CHANGE:

Provide all labor, materials and equipment as required to install new fire alarm panel to replace existing outdated panel

REASON FOR CHANGE:

Devices for existing panel are discontinued and existing panel does not support newer type devices.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COIR 020

Amount of this Change Order Item:	**Increase**	$9,901.92
Time adjustment by this Change Order Item:	**Increase**	

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$27,445.34**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**133 Days**

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

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Figarden ES
Confidentail Space
DSA #: 02-121524
BID #: 24-83

Date: 12/16/24
Contractor: Better Emterprise
Architect: TAM
Change Order: 1

Contract Summary:

Bid Award Amount(s)

Base Bid:	Confidential Space	$ 593,500.00
Allowance		$ 67,500.00
Total Agreement Amount:		$ 661,000.00

Contract Adjustments:

Total Contract Amount $ 661,000.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ (25,462.51)				$ 21,564.71		$ 31,343.14						
Totals:	**$ (25,462.51)**	-3.9%	**$ -**	0.0%	**$ 21,564.71**	3.3%	**$ 31,343.14**	4.7%	**$ -**	0.0%	**$ -**	**$ 27,445.34**	4.2%

Total Contract Amount with Adjustments **$ 688,445.34**

Fresno Unified School District
Preparing Career Ready Graduates

CHANGE ORDER

PROJECT NAME:
FUSD Tehipite Middle School eSports Arena
630 N Augusta St, Fresno, CA 93701

CHANGE ORDER No. :	**04**
DSA File No, :	10-48
Application No.:	02-119638

CONTRACTOR:
Quiring General, LLC
5118 E. Clinton Way, Suite 201
Fresno CA 93727-

DESIGNER'SPROJECT 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	$64,807.09
The Contract Sum prior to this Change Order was	$3,629,822.09
The Contract Sum will be adjusted by	$58,690.69
The new Contract Sum including this Change Order will be	$3,688,512.78
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:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Quiring General, LLC 5118 E. Clinton Way, Suite 201 Fresno CA 93727-	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By:	By: Joseph Bogart 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: 2025.01.15 14:35:58-08'00'	By: Alex Belanger, Assoc. Sup.
Date: 01.14.2025	Date:	Date: 1/24/2025

CHANGE ORDER

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Tehipite Middle School eSports Arena
CHANGE ORDER NO.: 04
DATE
Project No.: 2115

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

Item 04 - 1

DESCRIPTION OF CHANGE:
Provide new HVAC electrical panel and circuit breakers

REASON FOR CHANGE:
Revisions to the HVAC units were necessary to comply with updated EPA refrigeration requirements. These new units required a larger electrical panel and circuit breakers.

CHANGE CATEGORY:
Governing agency required change after document approval

DOCUMENT REFERENCE:
COR001.1 SI05

Amount of this Change Order Item:	INCREASE	$17,019.38
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 2

DESCRIPTION OF CHANGE:
Remove existing irrigation lines, sprinkler heads, and valves as needed to facilitate the installation of new concrete flatwork on the East side of the building.

REASON FOR CHANGE:
Landscape and irrigation modifications required for the new concrete improvements were not specified in the original contract documents.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP08 SI08

Amount of this Change Order Item:	INCREASE	$1,615.87
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 3

DESCRIPTION OF CHANGE:
Sawcut the existing concrete, remove the existing gas pipe lines, and cap it below grade.

REASON FOR CHANGE:
The existing gas line was not indicated in the original contract documents, and its removal is necessary to proceed with the project.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR011.1 RFI021

Amount of this Change Order Item:	INCREASE	$5,255.80
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 04 - 4

DESCRIPTION OF CHANGE:
Core drill existing concrete footings to accommodate new sewer lines.

REASON FOR CHANGE:
The new sewer connection piping conflicted with the existing building footing. 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:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR017.1 RFI027

Amount of this Change Order Item:	INCREASE	$2,246.20
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 5

DESCRIPTION OF CHANGE:
Remove and cap existing boiler pipes above the ceiling.

REASON FOR CHANGE:
The existing pipes must be removed to accommodate the framing of a new fire-rated separation wall.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR019.1 RFI047

Amount of this Change Order Item:	INCREASE	$4,437.54
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 6

DESCRIPTION OF CHANGE:
Supply and install R30 insulation with black scrim in the open roof area, secured with metal straps.

REASON FOR CHANGE:
The existing acoustical ceiling insulation must be removed to allow for the installation of wood blocking for utilities. Unfortunately, the current acoustical ceiling tiles and insulation are too brittle and deteriorated to be salvaged.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COR020.1 RFP02

Amount of this Change Order Item:	INCREASE	$22,625.68
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 04 - 7

DESCRIPTION OF CHANGE:
Furnish and install two new exterior light fixtures on the east side of the building.

REASON FOR CHANGE:
The plans originally called for reconnecting to an existing light fixture, but the northeast light was missing. The intent was to provide and install a matching fixture model type; however, the original model is no longer available. As a result, two new fixtures of a similar type have been selected as replacements

CHANGE CATEGORY:
District Requested change.

DOCUMENT REFERENCE:
COR014.1 RFI030

Amount of this Change Order Item:	INCREASE	$4,950.76
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 8

DESCRIPTION OF CHANGE:
Install one new chain link fence post and two new post base plates.

REASON FOR CHANGE:
The additional fence post and base plates are required due to a conflict with the existing footing configuration.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
COR018.1 RFI079

Amount of this Change Order Item:	INCREASE	$539.46
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$58,690.69**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**UNCHANGED**	**0 Days**

**** End of CHANGE ORDER **** *04*

Change Order Item Detail

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Tehipite MS
FUSD Technology Hub
DSA #: 02-119638
BID #: 24-97

Date: 1/14/25
Contractor: Quiring General
Architect: Darden
Change Order: 4

Contract Summary:

	Amount	Used	Remaining	
Bid Award Amount(s)				$ 3,565,015.00
Base Bid: FUSD Technology Hub				
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		
CO #003	$ 4,614.73						$ 24,926.52		$ -		$ 29,541.25		
CO #004	$ 4,950.76		$ 17,019.38		$ 7,223.20		$ 29,497.35				$ 58,690.69		
Totals:	**$ 8,218.84**	0.2%	**$ 17,019.38**	0.5%	**$ 36,515.19**	1.0%	**$ 54,423.87**	1.5%	**$ 7,320.50**	0.2%	**$ 123,497.78**	**$ 123,497.78**	3.5%
Total Contract Amount with Adjustments												**$ 3,688,512.78**	

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: February 26, 2025

ACTION REQUESTED: RATIFY

PRIORITY GOAL: Achieving Operational Excellence

TITLE AND SUBJECT: Ratify the Filing of Notices of Completion

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

Bid 24-31, Bullard High School Gyms HVAC Improvement Project

For Information Only

Original contract amount:	$	3,165,000
Change Order(s) previously ratified:	$	92,691
Contract amount:	$	3,257,691

Bid 24-44, Edison High School South Administration Building

For Information Only

Original contract amount:	$	280,175
Change Order(s) previously ratified:	$	27,714
Contract amount:	$	307,889

Bid 24-45, Kratt Elementary School Portables Installation and Single Point of Entry

For Information Only

Original contract amount:	$	1,298,739
Change Order(s) previously ratified:	$	113,949
Contract amount:	$	1,412,688

Bid 24-58 Section A, Trane Sentry Air Purifiers Installation at Various Sites

For Information Only

Original contract amount:	$	455,000
Change Order(s) previously ratified:	$	0
Contract amount:	$	455,000

Bid 24-58 Section B, Trane Sentry Air Purifiers Installation at Various Sites

For Information Only		
Original contract amount:	$	685,000
Change Order(s) previously ratified:	$	0
Contract amount:	$	685,000

Bid 24-83 Figarden Elementary School Confidential Space Installation

For Information Only		
Original contract amount:	$	661,000
Change Order(s) previously ratified:	$	27,446
Contract amount:	$	688,446

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 Classified Labor Management Officer, Paul Idsvoog

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0007323
FRESNO County Recorder
Paul Dictos, CPA
Friday, Jan 24, 2025 03:58:12 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **December 19,2024.** The work done was **Gym HVAC Improvement Project, Bid No. 24-31.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Strategic Mechanical Inc. 4661 E Commerce Ave. Fresno, CA 93725 February 8, 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:
   Bullard High School 5445 N Palm Ave Fresno, CA 93704 DSA No.:02-121206

Date: **January 24, 2025**

FOR: 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 January 24, 2025 at Fresno,

FOR: Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0006505
FRESNO County Recorder
Paul Dictos, CPA
Thursday, Jan 23, 2025 03:57:57 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **January 23, 2025**
   The work done was **South Administration Building Space Remodel, Bid No. 24-44.**
   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:
   Better Enterprises, Inc. 1148 N Cypress Ave. Fresno, CA 93727 March 21, 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:
   Edison High School 540 E. Cesar Chavez Blvd Fresno, CA 93706 DSA No.:02-121497

Date: **January 23, 2025**

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 January 23, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0005695
FRESNO County Recorder
Paul Dictos, CPA
Wednesday, Jan 22, 2025 04:07:25 PM
CONFORMED COPY
Copy of document recorded.
Has not been compared with original.

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **January 21,2025**
   The work done was **Portables Installation and Single Point of Entry, Bid No. 24-45.**
   This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was:
   Marko Construction Group **3675 E. Jensen Ave, Fresno, CA 93725** **April 11, 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:
   Kratt Elementary School **650 W. Sierra Ave, Fresno, CA 93704** **DSA No.: 02-121768**

Date: **January 22, 2025**

for 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 January 22, 2025 at Fresno,

for Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0007325
FRESNO County Recorder
Paul Dictos, CPA
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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 15,2024**. The work done was **Trane Sentry Air Purifiers Installation at Various Sites, Bid No. 24-58 Section A.**
   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:
   Cole Electric LLC **PO BOX 1302, Clovis, CA 93613** **May 23, 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:
   See Pages 2-3

Date: **January 24, 2025**

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 January 24, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 24-58 Section A General Contractor: Cole Electric LLC
Project Name: Trane Sentry Air Purifiers Installation at Various Sites – Section A

Ahwahnee Middle School	1127 E. Escalon Ave., Fresno, CA 93710	DSA No.: n/a
Baird Middle School	5500 N. Maroa Ave., Fresno, CA 93704	DSA No.: n/a
Birney Elementary School	3034 E. Cornell Ave., Fresno, CA 93703	DSA No.: n/a
Bullard High School	5445 N. Palm Ave., Fresno, CA 93704	DSA No.: n/a
Bullard Talent Middle School	4950 N. Harrison Ave., Fresno, CA 93704	DSA No.: n/a
Centennial Elementary School	3830 E. Saginaw Way, Fresno, CA 93726	DSA No.: n/a
Cooper Middle School	2277 W. Bellaire Way, Fresno, CA 93705	DSA No.: n/a
Dailey Elementary School	3135 N. Harrison Ave., Fresno, CA 93704	DSA No.: n/a
Del Mar Elementary School	4122 N. Del Mar Ave., Fresno, CA 93704	DSA No.: n/a
Dewolf High School	2445 W. Dakota Ave., Fresno, CA 93705	DSA No.: n/a
Duncan Polytech High School	4330 E. Garland Ave., Fresno, CA 93726	DSA No.: n/a
Eaton Elementary School	1451 E. Sierra Ave., Fresno, CA 93710	DSA No.: n/a
Ericson Elementary School	4774 E. Yale Ave., Fresno, CA 93703	DSA No.: n/a
Figarden Elementary School	6235 N. Brawley Ave., Fresno, CA 93722	DSA No.: n/a
Fort Miller Middle School	1302 E. Dakota Ave., Fresno, CA 93704	DSA No.: n/a
Fremont Elementary School	1005 W. Weldon Ave., Fresno, CA 93705	DSA No.: n/a
Fresno High School	1839 N. Echo Ave., Fresno, CA 93704	DSA No.: n/a
Gibson Elementary School	1266 W. Barstow Ave., Fresno, CA 93711	DSA No.: n/a
Hamilton Middle School	102 E. Clinton Ave., Fresno, CA 93704	DSA No.: n/a
Holland Elementary School	4676 N. Fresno St., Fresno, CA 93726	DSA No.: n/a
Homan Elementary School	1602 W. Harvard Ave., Fresno, CA 93705	DSA No.: n/a
Hoover High School	5550 N. First St., Fresno, CA 93710	DSA No.: n/a
Kratt Elementary School	650 W. Sierra Ave., Fresno, CA 93704	DSA No.: n/a
Lawless Elementary School	5255 N. Reese Ave., Fresno, CA 93722	DSA No.: n/a
Malloch Elementary School	2251 W. Morris Ave., Fresno, CA 93711	DSA No.: n/a
Manchester Elementary School	2307 E. Dakota Ave., Fresno, CA 93726	DSA No.: n/a
McCardle Elementary School	577 E. Sierra Ave., Fresno, CA 93710	DSA No.: n/a
Mclane High School	2727 N. Cedar Ave., Fresno, CA 93703	DSA No.: n/a
Norseman Elementary School	4636 E. Weldon Ave., Fresno, CA 93703	DSA No.: n/a
Patino High School	2000 E. Cambridge Ave., Fresno, CA 93703	DSA No.: n/a
Phoenix Academy Elementary School	3335 N. Arthur Ave., Fresno, CA 93705	DSA No.: n/a
Powers-Ginsburg Elementary School	110 E. Swift Ave., Fresno, CA 93704	DSA No.: n/a
Pyle Elementary School	4140 N. Augusta Ave., Fresno, CA 93726	DSA No.: n/a
Rata High School	1373 W. Mesa Ave., Fresno, CA 93711	DSA No.: n/a
Robinson Elementary School	555 E. Browning Ave., Fresno, CA 93710	DSA No.: n/a
Roeding Elementary School	1225 W. Dakota Ave., Fresno, CA 93705	DSA No.: n/a
Scandinavian Middle School	3216 N. Sierra Vista Ave., Fresno, CA 93726	DSA No.: n/a
Slater Elementary School	4472 N. Emerson Ave., Fresno, CA 93705	DSA No.: n/a
Starr Elementary School	1780 W. Sierra Ave., Fresno, CA 93711	DSA No.: n/a
Tartarian Elementary School	7120 N. Valentine Ave., Fresno, CA 93711	DSA No.: n/a
Tenaya Middle School	1239 W. Mesa Ave., Fresno, CA 93711	DSA No.: n/a
Thomas Elementary School	4444 N. Millbrook Ave., Fresno, CA 93726	DSA No.: n/a
Tioga Middle School	3232 E. Fairmont Ave., Fresno, CA 93726	DSA No.: n/a
Vang Pao Elementary School	4100 E. Heaton Ave., Fresno, CA 93702	DSA No.: n/a
Viking Elementary School	4251 N. Winery Ave., Fresno, CA 93726	DSA No.: n/a
Vinland Elementary School	4666 N. Maple Ave., Fresno, CA 93726	DSA No.: n/a
Wawona Middle School	4524 N. Thorne Ave., Fresno, CA 93704	DSA No.: n/a

Williams Elementary School	525 W. Saginaw Way, Fresno, CA 93705	DSA No.: n/a
Wilson Elementary School	2131 W. Ashlan Ave., Fresno, CA 93705	DSA No.: n/a
Wishon Elementary School	3857 E. Harvard Ave., Fresno, CA 93703	DSA No.: n/a
Wolters Elementary School	5174 N. First St., Fresno, CA 93710	DSA No.: n/a

2025-0007322

FRESNO County Recorder
Paul Dictos, CPA
Friday, Jan 24, 2025 03:58:12 PM

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

NOTICE OF COMPLETION (AND ACCEPTANCE)

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

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**

3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**

4. The nature of the interest or estate of the owner is: **IN FEE**

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

5. A work of improvement on the property hereinafter described was accepted/completed on **January 6,2025**. The work done was **Trane Sentry Air Purifiers Installation at Various Sites, Bid No. 24-58 Section B.**
   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:
   Lindsay Electric, Inc. **6321 N. Montana, Clovis, CA 93619** **May 23, 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:
   See Page 2

Date: **January 24, 2025**

for 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 January 24, 2025 at Fresno,

for Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NOTICE OF COMPLETION (AND ACCEPTANCE) (Continued)

Bid No.: 24-58 Section B General Contractor: Lindsay Electric Inc.
Project Name: Trane Sentry Air Purifiers Installation at Various Sites – Section B

Addams Elementary School	2117 W. Mckinley Ave., Fresno, CA 93728	DSA No.: n/a
Anthony Elementary School	1542 E. Webster Ave., Fresno, CA 93728	DSA No.: n/a
Ayer Elementary School	5272 E. Lowe Ave., Fresno, CA 93727	DSA No.: n/a
Aynesworth Elementary School	4765 E. Burns Ave., Fresno, CA 93725	DSA No.: n/a
Bakman Elementary School	580 N. Helm Ave., Fresno, CA 93727	DSA No.: n/a
Balderas Elementary School	4625 E. Florence Ave., Fresno, CA 93725	DSA No.: n/a
Bethune Elementary School	1616 S. Fruit Ave., Fresno, CA 93706	DSA No.: n/a
Burroughs Elementary School	166 N. Sierra Vista Ave., Fresno, CA 93702	DSA No.: n/a
Calwa Elementary School	4303 E. Jensen Ave., Fresno, CA 93725	DSA No.: n/a
Columbia Elementary School	1025 S. Trinity St., Fresno, CA 93706	DSA No.: n/a
Easterby Elementary School	5211 E. Tulare St., Fresno, CA 93727	DSA No.: n/a
Ewing Elementary School	4873 E. Olive Ave., Fresno, CA 93727	DSA No.: n/a
Greenberg Elementary School	5081 E. Lane Ave., Fresno, CA 93727	DSA No.: n/a
Heaton Elementary School	1533 N. San Pablo Ave., Fresno, CA 93728	DSA No.: n/a
Herrera Elementary School	5090 E. Church Ave., Fresno, CA 93725	DSA No.: n/a
Hidalgo Elementary School	3550 E. Thomas Ave., Fresno, CA 93702	DSA No.: n/a
Jackson Elementary School	3750 E. Platt Ave., Fresno, CA 93702	DSA No.: n/a
Jefferson Elementary School	202 N. Mariposa St., Fresno, CA 93701	DSA No.: n/a
King Elementary School	1001 E. Florence Ave., Fresno, CA 93706	DSA No.: n/a
Kirk Elementary School	2000 E. Belgravia Ave., Fresno, CA 93706	DSA No.: n/a
Lane Elementary School	4730 E. Lowe Ave., Fresno, CA 93702	DSA No.: n/a
Leavenworth Elementary School	4420 E. Thomas Ave., Fresno, CA 93702	DSA No.: n/a
Lincoln Elementary School	1100 Mono St., Fresno, CA 93706	DSA No.: n/a
Lowell Elementary School	171 N, Poplar Ave., Fresno, CA 93701	DSA No.: n/a
Mayfair Elementary School	3305 E. Home Ave., Fresno, CA 93703	DSA No.: n/a
Muir Elementary School	410 E. Dennett Ave., Fresno, CA 93728	DSA No.: n/a
Olmos Elementary School	550 S. Garden Ave., Fresno, CA 93727	DSA No.: n/a
Rowell Elementary School	3460 E. Mckenzie Ave., Fresno, CA 93702	DSA No.: n/a
Storey Elementary School	5250 E. Church Ave., Fresno, CA 93725	DSA No.: n/a
Sunset Elementary School	1755 S. Crystal Ave., Fresno, CA 93706	DSA No.: n/a
Turner Elementary School	5218 E. Clay Ave., Fresno, CA 93727	DSA No.: n/a
Vang Pao Elementary School	4100 E. Heaton Ave., Fresno, CA 93702	DSA No.: n/a
Webster Elementary School	2600 E. Tyler Ave., Fresno, CA 93701	DSA No.: n/a
Winchell Elementary School	3722 E. Lowe Ave., Fresno, CA 93702	DSA No.: n/a
Yokomi Elementary School	2323 E. Mckenzie Ave., Fresno, CA 93701	DSA No.: n/a
Computech Middle School	555 E. Belgravia Ave., Fresno, CA 93706	DSA No.: n/a
Gaston Middle School	1100 E. Church Ave., Fresno, CA 93706	DSA No.: n/a
Kings Canyon Middle School	5117 E. Tulare St., Fresno, CA 93727	DSA No.: n/a
Sequoia Middle School	4050 E. Hamilton Ave., Fresno, CA 93702	DSA No.: n/a
Tehipite Middle School	630 N. Augusta Ave., Fresno, CA 93701	DSA No.: n/a
Terronez Middle School	2300 S. Willow Ave., Fresno, CA 93725	DSA No.: n/a
Yosemite Middle School	1292 N. Ninth St., Fresno, CA 93703	DSA No.: n/a
Cambridge High School	1001 S. Chestnut Ave., Fresno, CA 93702	DSA No.: n/a
Edison High School	540 E. Cesar Chavez Blvd, Fresno, CA 93706	DSA No.: n/a
Phoenix Secondary High School	5320 E. Church Ave., Fresno, CA 93725	DSA No.: n/a
Roosevelt High School	4250 E. Tulare St., Fresno, CA 93702	DSA No.: n/a

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

2025-0007324
FRESNO County Recorder
Paul Dictos, CPA
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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 **January 20,2025.** The work done was **Confidential Space Installation , Bid No. ~~24-30~~** 24-83
   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:
   Better Enterprises, Inc. 1148 N Cypress Ave., Fresno, CA 93727 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:
   Figarden Elementary School 6235 N Brawley Ave., Fresno, CA 93722 DSA No.:02-121524

Date: **January 24, 2025**

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 January 24, 2025 at Fresno,

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District