

AGENDA

*4:30 P.M. (CLOSED SESSION) *6:15 P.M. (OPEN SESSION) BOARD OF EDUCATION, REGULAR MEETING

THIS MEETING WILL BE HELD AT FRESNO UNIFIED SCHOOL DISTRICT 2309 TULARE STREET, FRESNO, CALIFORNIA 93721 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

Paul Idsvoog 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.
- 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. Principal
 - b. Superintendent Search
- 5. Conference with Legal Counsel Existing Litigation (Government Code Section 54956.9 (d)(1)).
 - a. Receipt of a Claim Pursuant to the Government Claims Act
 - i. Claim GL24-0901-14023
 - ii. Claim GL24-1022-12733
 - iii. Claim GL24-1107-14025
- 6. Conference with Legal Counsel Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Potential Case (one)

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

Page

A. RECEIVE INFORMATION & REPORTS

1. RECEIVE Proposed Board Policy Revisions

Receive Proposed Board Policy Revisions @

Receive Proposed Board Policy Revisions-BACKUP.pdf @

Included in the Board material are proposed revisions for five Board Policies (BP) as follows:

- BP 0460 Local Control and Accountability Plan
- BP 3100 Budget
- BP 3250 Transportation Fees (NEW)
- BP 3540 Transportation
- BP 6020 Parent Involvement

These revisions meet the California School Boards Association recommendations and best practices. The policies will be brought back for approval at a future Board meeting. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O'Connor, telephone (559) 457-3838.

B. CONFERENCE/DISCUSSION AGENDA

1. *6:20 P.M.

PRESENT and DISCUSS the Waterford Early Learning Program

Present and Discuss the Waterford Early Learning Program Present and Discuss the Waterford Early Learning Program-BACKUP.pdf Pr

Included in the Board material is a presentation on the Waterford Early Learning Program, which outlines ongoing initiatives implemented at several elementary schools. The Waterford Early Learning Program, a software-based curriculum for students in Preschool through second grade, offers effective, tailored education to help early learners achieve critical milestones in reading, math, and science by third grade, establishing a strong foundation in their formative years. Additionally, Waterford.org serves as a guiding framework for schools and educators, highlighting the critical role of early learning strategies in fostering foundational skills and ensuring academic success. The presentation aims to provide the Board with relevant data, gather feedback, and address questions. Fiscal impact: There is no fiscal impact to the district at this time. Contact person:

12 - 30

31 - 63

2. *6:50 P.M. 64 - 79

PRESENT and DISCUSS Overview of the Governor's 2025/26 Proposed State Budget

Present and Discuss Overview of the Governor's 2025/26 Proposed State Budget-BACKUP.pdf *❷*

The Governor's Office released the 2025/26 Proposed State Budget on January 10, 2025. Staff will present an overview of the 2025/26 Proposed State Budget and the district's preliminary strategic budget development to the Board of Education on April 23, 2025. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

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 Items

APPROVE Personnel List

Approve Personnel List.docx @

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. 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 March 26, 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.

3. APPROVE Meeting Minutes

84 - 91

80 - 83

<u>Approve Meeting Minutes-BACKUP.docx</u> *₱*

Included in the Board material are the draft minutes for the regular meeting of the Fresno Unified School District Board of Education held, March 26, 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.

4. ADOPT Resolution 25-66, Proclaiming April 2025 Autism Acceptance Month

92 - 94

Adopt Resolution 25-66, Proclaiming April 2025 Autism

Acceptance Month @

Adopt Resolution 25-66 Proclaiming April 2025 Autism Acceptance Month-BACKUP.pdf *❷*

Included in the Board material is Resolution 25-66, Proclaiming April 2025 as Autism Acceptance Month. The Center for Disease Control reports that more children are being diagnosed on the autism spectrum, resulting in rates as high as one in 36 children nationally. The Center for Disease Control reports that one in 22 four-year-old children in California are on the Autism Spectrum. The Interim Superintendent **recommends adoption**. Fiscal Impact: There is no fiscal impact on the district at this time. Contact person: Carlos Castillo, Ed.D., Interim Chief Academic Officer. Phone: (559) 457-3750.

5. APPROVE Enrollment Application and Fee Schedule Acknowledgement for the Children and Youth Behavioral Health Initiative

95 - 125

Approve Enrollment Application- Fee Schedule for the Children and Youth Behavioral Health Initiative.docx Papprove Enrollment Application-Fee Schedule for the Children and Youth Behavioral Health Initiative-BACKUP.pdf

Included in the Board material is the Children and Youth Behavioral Health Initiative enrollment application and fee schedule acknowledgment. The Children and Youth Behavioral Health Initiative (CYBHI) is a five-year initiative that aims to expand access to school behavioral health services by implementing a new and sustainable source of funding for behavioral health services, covered by insurance provided to students at a school site. The Interim Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone: (559) 457-3750.

6. APPROVE Agreement with Carelon Behavioral Health, Inc. and Care Solace

Approve Agreement with Carelon Behavioral Health, Inc. and Care Solace *⊘*

Approve Agreement with Carelon Behavioral Health, Inc. and Care Solace-BACKUP.pdf

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Included in the Board material is an agreement with Carelon Behavioral Health, Inc. and Care Solace to approve the exchange of data and documents related to the Children and Youth Behavioral Health Initiative (CYBHI). (CYBHI) aims to expand access to school behavioral health services by implementing a new and sustainable source of funding for behavioral health services, providing covered services to students at a school site. CYBHI will allow Local Education Agencies to obtain reimbursement from Medi-Cal, commercial health plans, and disability insurers, which are obligated under state law to reimburse eligible school-based and school-linked providers. The Interim Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone: (559) 457-3750.

7. APPROVE Agreement with Innovate Solutions in Education

<u>Approve Agreement with Innovative Solutions in</u> Education.docx *𝔻*

<u>Approve Agreement with Innovative Solutions in Education-BACKUP.pdf</u> *𝒜*

Included in the Board material is an agreement with Innovative Solutions in Education (ISE). The agreement with ISE will assist in revising and aligning the Vocational Nursing Program Curriculum to meet the required changes made in the curriculum standards by the Board of Vocational Nurse and Psychiatric Technicians (BVNPT). In addition, ISE will provide policy revision, development, and BVNPT inquiry and communication, Faculty Development Training, and conduct program audits and reports as recommended by BVNPT. The Interim Superintendent **recommends approval**. Fiscal Impact: Sufficient funds in the amount of \$29,500 are available in the Adult Ed Apportionment budget. Contact person: Carlos Castillo, Ed.D., Telephone (559) 457-3750.

8. APPROVE Agreement with KnowBe4 Inc.

Approve Agreement with KnowBe4 Inc.-backup.pdf @

Included in the Board material is an agreement with KnowBe4 Inc. The KnowBe4 Inc. platform provides a library of modules that deliver mini lessons on different topics to support staff understanding of 136 - 145

146 - 149

Cultural Proficiency. KnowBe4 is the current vendor for the Information Technology Department cybersecurity training and receives positive feedback from staff. The Interim Superintendent **recommends approval**. Fiscal Impact: Sufficient funds in the amount of \$57,970 are available in the General Fund. Contact person: Carlos Castillo, Ed.D., telephone: (559) 457-3750.

9. APPROVE Amendment No. 1 to Agreement with Lark Technologies, Inc.

150 - 189

APPROVE Amendment No. 1 to Agreement with Lark Technologies, Inc.docx @

Approve Amendment No. 1 to Lark Technologies Inc. Agreement-BACKUP.pdf @

Included in the Board material is amendment No. 1 to the agreement with Lark Technologies, Inc., a diabetes remote patient monitoring program. This amendment extends the term of the agreement through April 30, 2027. The program will be utilized explicitly for members with diabetes for active employees, early retirees, and dependents over 18 years of age. The agreement will keep the rate the same for a 2-year contract, not to exceed \$140,000 annually. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of \$140,000 are available in the Internal Service Health Fund budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

10. APPROVE Grant Application to the Carl D. Perkins Career and Technical Education 2025/26 Program

190 - 192

Approve Grant Applications to the Carl D. Perkins Career and Technical.docx @

2025/26 Perkins Post-Secondary Application.pdf @ 2025/26 Perkins Secondary Application-BACKUP.pdf @

Included in the Board material are grant applications to the California Department of Education for the Carl D. Perkins Career and Technical Education 2025/26 program. The Strengthening Career and Technical Education for the 21st Century Act which amended the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV) was signed into law on July 31, 2018. The amended Act, now Perkins V, brings changes to the \$1.2 billion annual federal investment in career and technical education (CTE). The program now requires eligible recipients to submit a yearly application that provides descriptions and assurances related to the administration of these funds. The Interim Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

11. APPROVE Award of Bid 25-30, 2011 Fresno Fulton Tenant Improvements and Heating, Ventilation, and Air Conditioning Controls Upgrade

Approve Award of Bid 25-30, 2011 Fresno Fulton Tenant
Improvements and HVAC Controls Upgrade.docx @

Approve Award of Bid 25-30, 2011 Fresno Fulton Tenant
Improvements and HVAC Controls Upgrade-BACKUP.pdf @

Included in the Board material is information on Bid 25-30, 2011 Fresno Fulton Tenant Improvements and Heating, Ventilation, and Air Conditioning Controls Upgrade. The project consists of tenant improvements that will convert an open space on the second floor to confidential spaces, and upgrade the heating, ventilation, and air conditioning control systems. Staff recommends award to the lowest responsive, responsible bidder: B & M Civil, LLC (Rancho Cordova, California) \$276,646. The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of \$276,646 are available in the Measure Q Savings Budget. Contact person: Paul Idsvoog, telephone (559) 457-3134.

12. APPROVE Award of Request for Proposals 25-17, Pupil Transportation Services–Special Education Programs to Zūm Services, Inc.

Approve Award of Request for Proposals 25-17 Pupil

Transportation Services Special Education Programs to Zum

Services Inc.docx @

Included in the Board material is information on Request for Proposals (RFP) 25-17, to provide transportation services to the district's special education students. The contract term is a five-year period with the option to renew for one five-year period and will begin August 01, 2026. Staff recommend approval of the following best value vendor: Zum Services, Inc. (Redwood City, CA). The Interim Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the annual estimated amount of \$16,721,083 are available in the Transportation-Special Education budget. Contact person: Paul Idsvoog, telephone 457-3134.

13. APPROVE Award of Request for Proposals 25-24, Expanded Learning

<u>Approve Award of Request for Proposals 25-24, Expanded</u> <u>Learning.docx</u> *❷*

<u>Approve Award of Request for Proposals 25-24, Expanded</u>
<u>Learning-Backup.pdf</u> *𝔻*

Included in the Board material is information on Request for

195

196 - 197

Proposals (RFP) 25-24, Expanded Learning Enrollment & Attendance Platform to provide a single online platform for Expanded Learning Programs to manage registration, enrollment, enter and track attendance, and outreach that will serve the diverse needs of Fresno Unified students and families. The current student participation data for Expanded Learning Programs in 2024/25 is 32,000 and counting. The awarded term is a three-year period with the option to renew for two one-year periods and will begin May 01, 2025. This platform will streamline registration and enrollment for all Expanded Learning Programs throughout the year and is designed to accommodate future growth and expansion. RFP, responses, and scoring matrix are available for review in the Purchasing Department. The Interim Superintendent recommends approval. Fiscal Impact: Sufficient funds in the amount of \$485,000 are available in the Expanded Learning Opportunities Program budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

14. DENY Claim GL24-0901-14023

198 - 200

<u>Deny ClaimGL24-0901-14023.docx</u> *₱*

Deny ClaimGL24-0901-14023-BACKUP.pdf *₱*

Included in the Board material is a Claim for Damages by a minor, case GL24-0901-14023. The Interim Superintendent **recommends the Claim be denied**, and the matter referred to the district's Risk Management Department for further handling. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

15. DENY Claim GL24-1022-12733

201 - 212

Deny ClaimGL24-1022-12733.docx *₱*

Deny ClaimGL24-1022-12733-BACKUP.pdf *⊘*

Included in the Board material is a Claim for Damages by a minor, case GL24-1022-12733. The Interim Superintendent **recommends the Claim be denied**, and the matter referred to the district's Risk Management Department for further handling. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

16. DENY Claim GL24-1107-14025

213 - 287

Deny ClaimGL24-1107-14025.docx Ø

Deny ClaimGL24-1107-14025-BACKUP.pdf Ø

Included in the Board material is a Claim for Damages by Pacific Rim Painting, Inc., case GL24-1107-14025. The Interim Superintendent **recommends the Claim be denied**, and the matter referred to the district's Risk Management Department for further handling. Fiscal

impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

UNSCHEDULED ORAL COMMUNICATIONS

Individuals who wish to address the Board on topics within the Board's subject matter jurisdiction, but **not** listed on this agenda may do so at this time. If you wish to address the Board on a specific item that is listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. 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 the opportunity to reflect on the Board Shared Agreements.

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING WEDNESDAY, APRIL 30, 2025

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive Proposed Revisions for Board Policies

ITEM DESCRIPTION: Included in the Board material are proposed revisions for five Board Policies (BP) as follows:

- BP 0460 Local Control and Accountability Plan
- BP 3100 Budget
- BP 3250 Transportation Fees (NEW)
- BP 3540 Transportation
- BP 6020 Parent Involvement

These revisions meet the California School Boards Association (CSBA) recommendations and best practices. The items will be brought back for approval at a future Board meeting.

Revision recommendations are color coded as follows:

Yellow highlight – CSBA recommended language policy

Blue font – Clarification or readability changes

Peach font – Subcommittee recommendation

Red strikeout - Recommended deletion

Grey font – New Policy, CSBA recommended

Green font - CDE/FPM/Legal required change

Green font – Legally mandated/reference changes

Purple font – Information change

Teal header – *New Policy, non-CSBA proposed

Blue font – Legal Counsel's recommendation

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

PREPARED BY: Teresa Plascencia, Executive Director

DIVISION: Constituent Services

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor, Chief of Staff



Fresno Unified Board Policy (BP) 0460 Local Control and Accountability Plan

The Governing Board desires to ensure the most effective use of available funding to improve outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions and to facilitate continuous improvement of district practices.

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(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
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The Board shall adopt a districtwide local control and accountability plan (LCAP), based on the template adopted by the State Board of Education, that addresses the state priorities in Education Code 52060 and any local priorities adopted by the Board. The LCAP shall be updated on or before July 1 of each year and, like the district budget, shall cover the next fiscal year and subsequent two fiscal years. (Education Code 52060, 52064; 5 CCR 15494-15497)

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(cf. 3100 - Budget)
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The LCAP and the annual update shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming. (Education Code 52060, 52064)

An "uUnduplicated student"s include is a students who are is eligible for free or reduced-price meals, who is an English learners, or who is a and foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula. (Education Code 42238.02)

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(cf. 3553 - Free and Reduced Price Meals)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Learners)
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Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and students experiencing homelessness students, when there are at least 30 students in the subgroup or at least 15 foster youth or students experiencing homelessness students, or long-term English learners or as otherwise defined by the Superintendent of Public Instruction (SPI). (Education Code 52052)

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(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education) (cf. 6173 - Education for Homeless Children)
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The LCAP shall also include focused goals, as specified in Education Code 52064, for each school generating local control funding formula (LCFF) equity multiplier funds.

Beginning July 1, 2027, if the district is identified by the California Department of Education (CDE) as needing an improvement plan pursuant to 34 CFR 300.600-300.647, the Board shall adopt, and update on an annual basis, an Individual with Disabilities Education Act (IDEA) Addendum, based on the template adopted by SBE. However, if the district adopts an improvement plan after being identified, but before July 1, 2027, the IDEA Addendum shall be developed upon expiration of the adopted improvement plan, but no later than July 1, 2030, whichever occurs first. The IDEA addendum shall be developed, reviewed, and approved in conjunction with and in the same manner as the LCAP and the annual update, and shall be submitted to CDE within 15 days of adoption by the Board. (Education Code 52064.3)

The Superintendent or designee shall review the single-school plan for student achievement (SPSA) submitted by each district school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA. (Education Code 52062)

(cf. 0420 School Plans/Site Councils,

The LCAP shall be aligned with other district and school plans, to the extent possible, in order to minimize duplication of effort and provide clear direction for program implementation.

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(cf. 0400 - Comprehensive Plans)
(cf. 0440 - District Technology Plan)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)
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As part of the LCAP adoption and annual update to the LCAP, the Board shall separately adopt an LCFF budget overview for parents/guardians, based on the template developed by SBE, which includes specified information relating to the district's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update. (Education Code 52064.1)

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures. (Education Code 52075)

(cf. 1312.3 - Uniform Complaint Procedures)

Advisory Committees

The Board shall establish a parent advisory committee, to review and comment on the LCAP. The committee which shall be composed of a majority of parents/guardians and shall include at least one parents/guardians of an unduplicated students as defined above and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

Whenever district enrollment includes at least 15 percent English learners, and with at least 50 students who are English learners, the Board shall establish an English Learner present advisory ecommittee, which shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The District English Learner Advisory Committee (DELAC) may serve as the district's LCAP English Learner Parent Advisory Committee, as specified in Administrative Regulation 6174 – Education for English Learners.

Unless a student advisory committee is established to provide advice to the Board and Superintendent, two students shall be included as full members of the parent advisory committee. The students shall serve for a renewable term of one full school year. (Education Code 52063)

Student members of the parent advisory committee or the student advisory committee shall represent the diversity of the district's students, including geographical, socioeconomic, cultural, physical, and educational diversity, and particular effort shall be made to reach out to at-risk or disadvantaged students to serve as members of such committees. (Education Code 52063)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

Plan Development LCAP Development and Consultation

The Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP and annual update. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students. (Education Code 52060; 5 CCR 15495)

(cf. 1220 - Citizen Advisory Committees) (cf. 4140/4240/4340 - Bargaining Units) (cf. 6020 - Parent Involvement)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which the district is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities. (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

(cf. 5145.6 - Parental Notifications)

Public Review and Input

The Board shall establish a parent advisory committee to review and comment on the LCAP. The committee shall be composed of a majority of parents/guardians and shall include at least one parent/guardian of an unduplicated students as defined above and parents/guardians of students with disabilities. (Education Code 52063; 5 CCR 15495)

When district enrollment includes at least 15 percent English learners and at least 50 students who are English learners, the Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The Superintendent or designee shall present the LCAP to the committee(s) before it is submitted to the Board for adoption, and shall respond in writing to comments received from the committee(s). (Education Code 52062)

The Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP. The notification shall be provided using the most efficient method of notification possible, which may not necessarily include producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985. (Education Code 52062)

As part of the parent and community engagement process, the district shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition

programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English. (Education Code 305-306)

The Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP and the annual update. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget. (Education Code 42127, 52062)

(cf. 9320 - Meetings and Notices)

Adoption of the Plan and Submission

The Board shall adopt the LCAP and the annual update prior to adopting the district budget, but at the same public meeting. This meeting shall be held after the public hearing described above, but not on the same day as the hearing. (Education Code 52062)

Not later than five days after adoption of the LCAP, the annual update, the district budget, and the budget overview for parents/guardians, the Board shall file the LCAP, the annual update, the budget, and the budget overview with the County Superintendent of Schools. (Education Code 42127, 52064.1, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

If the County Superintendent does not approve the district's LCAP, the Board shall accept technical assistance from the County Superintendent focused on revising the plan so that it can be approved. (Education Code 52071)

If the Board is unable to review local indicator data due to any emergency specified in Education Code 46392, the local indicator data shall be reviewed at the next Board meeting, and a resolution describing the emergency event and the date on which the local indicator data was reviewed shall be adopted and submitted to CDE. (Education Code 52064.5)

Revisions

The Board may adopt revisions to the LCAP and the annual update at any time during the period in which the plan is in effect, provided the Board follows the process to adopt the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting. (Education Code 52062)

Submission of Plan to County Superintendent of Schools

Not later than five days after adoption of the LCAP, the Board shall file the LCAP with the County Superintendent of Schools. (Education Code, 52070)

If the County Superintendent sends, by August 15, a written request for clarification of the contents of the LCAP, the Board shall respond in writing within 15 days of the request. If the County Superintendent then submits recommendations for amendments to the LCAP within 15 days of receiving the Board's response, the Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations. (Education Code 52070)

Monitoring Progress and Complaints

The Superintendent or designee shall report to the Board, at least annually in accordance with the timeline and indicators established by him/her the Superintendent and the Board, regarding the district's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, in an assessment of district and school performance reported on the California School Dashboard. Evaluation data shall be used to recommend any necessary revisions to the LCAP.

Any complaint that the district has not complied with legal requirements pertaining to the LCAP may be filed pursuant to Administrative Regulation 1312.3 – Uniform Complaint Procedures. (Education Code 52075)

Technical Assistance

If the district's LCAP and the annual update are not approved, the district shall accept technical assistance or other intervention that may be required pursuant to Education Code 52071.

(cf. 0500 Accountability) Technica

Assistance/Intervention

When it is in the best interest of the district, the Board may submit a request to the County Superintendent for technical assistance, including, but not limited to: (Education Code 52071)

1. Assistance in the identification of district strengths and weaknesses in regard to state priorities, and review of effective, evidence based programs that apply to the district's goals

2. Assistance from an academic expert, team of academic experts, or another district in the county in identifying and implementing effective programs to improve the outcomes for student subgroups

3. Advice and assistance from the California Collaborative for Educational Excellence established pursuant to Education Code 52074

In the event that the County Superintendent requires the district to receive technical assistance pursuant to Education Code 52071, the Board shall review all recommendations received from the County Superintendent or other advisor and shall consider revisions to the LCAP as appropriate in accordance with the process specified in Education Code 52062.

If the SPI identifies the district as needing intervention pursuant to Education Code 52072, the district shall cooperate with any action taken by the SPI or any academic advisor appointed by the SPI, which may include one or more of the following: Revision of the district's LCAP

- 1. Revision of the district's budget in accordance with changes in the LCAP
- 2. A determination to stay or rescind any district action that would prevent the district from improving outcomes for all student subgroups, provided that action is not required by a collective bargaining agreement

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational programms) or employment.

Legal Reference:
EDUCATION CODE
305-306 English language education
17002 State School Building Lease-Purchase Law, including definition of good repair
33430-33436 Learning Communities for School Success Program; grants for LCAP implementation
41020 Audits
41320-41322 Emergency apportionments
42127 Public hearing on budget adoption
42238.01-42238.07 Local control funding formula
44258.9 County superintendent review of teacherassignment
47604.33 Submission of reports by charter schools

47606.5 Charter schools; local control and accountability plan

48985 Parental notices in languages other than English

51210 Course of study for grades 1-6

51220 Course of study for grades 7-12

52052 Academic Performance Indew: Numerically significant student subgroups 52059.5 Statewide system of support

52060-52077 Local control and accountability plan

52302 Regional occupational centers and programs

52372.5 Linked learning pilot program

54692 Partnership academies

60119 Sufficiency of textbooks and instructional materials; hearing and resolution

60605.8 California Assessment of Academic Achievement; Academic Content Standards Commission

64001 Single School plan for student achievement; consolidated application programs

99300-99301 Early Assessment Program

CALIFORNIA CODE OF REGULATIONS

15494-15497 Local control and accountability plan and spending requirements

UNITED STATES CODE, TITLE 20

GOVERNMENT CODE:

20 USC 6311 State Plan

20 USC 6312 Local educational agency plan

6826 Title III funds, local plans

34 CFR 300.600.647 Education of student with disabilities; monitoring,

enforcement, confidentiality, and program information

34 CFR 300.600 State monitoring and enforcement

Policy FRESNO UNIFIED SCHOOL DISTRICT adopted: September 10, 2014 Fresno, California revised: May 30, 2018 Revised: Spring___,2025

Policy Section: 0000 Philosophy, Goals, Objectives, and Comprehensive Plans



Fresno Unified Board Policy (BP) 3100 Budget

The Governing Board recognizes its critical responsibility for adopting a sound budget each fiscal year which is aligned with and reflects the district's vision, goals, priorities, Local Control and Accountability Plan (LCAP), and other comprehensive plans. The district budget shall guide decisions and actions throughout the year and shall serve as a tool for monitoring the fiscal health of the district.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 0400 - Comprehensive Plans)
(cf. 0415 - Equity)
(cf. 0440 - District Technology Plan)
(cf. 0460 - Local Control and Accountability Plan)
(cf. 3300 - Expenditures/and Purchases)
(cf. 3460 - Financial Reports and Accountability)
(cf. 9000 - Role of the Board)

The district budget shall show a complete plan and itemized statement of all proposed expenditures and all estimated revenues for the following fiscal year, together with a comparison of revenues and expenditures for the current fiscal year. The budget shall also include the appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Government Code 7900-7914. (Education Code 42122)

Budget Development and Adoption Process

In order to provide guidance in the development of the budget, the Board shall annually establish budget priorities based on identified district needs and goals and on realistic projections of available funds.

The Superintendent or designee shall oversee the preparation of a proposed district budget for approval by the Board and shall involve appropriate staff in the development of budget projections.

The Board recognizes the importance of maintaining reserve levels during stable and volatile economic times. During the stable times, the district will maintain: a general reserve for economic uncertainty of five percent to 10 percent; Workers Compensation liability reserve at 90 percent; full funding for the General Liability reserve, and for the Health Fund Incurred but Not Paid Claims reserve; and, adhering as closely as possible to the 50-year plan to fund the GASB 75 Liability reserve. In volatile economic times: a general reserve for economic uncertainty of two percent to four percent; Workers Compensation liability reserve at a minimum of 70 percent; and, suspending contributions from the Unrestricted General Fund to the GASB 75 Liability reserve, after consultation with County Superintendent.

The Board shall hold a public hearing on the proposed budget in accordance with Education Code 42103 and 42127. The hearing shall occur at the same meeting as the public hearing on the district's LCAP and the local control funding formula (LCFF) budget overview for parents/guardians. (Education Code 42103, 42127, 52062, 52064.1)

(cf. 9320 - Meetings and Notices) (cf. 9322 - Agenda/Meeting Materials) (cf. 9323 - Meeting Conduct)

The Board shall adopt the district budget at a public meeting held after the date of the public hearing but on or before July 1 of each year. The Board shall adopt the budget following its adoption of the LCAP, or annual update to the LCAP, and the LCFF budget overview for parents/guardians. The budget shall include the expenditures necessary to implement the LCAP or the annual update to the LCAP.

(Education Code 42127, 52062)

The budget that is presented at the public hearing as well as the budget formally adopted by the Board shall adhere to the state's Standardized Account Code Structure as prescribed by the Superintendent of Public Instruction (SPI). (Education Code 42126, 42127)

The Superintendent or designee may supplement this format with additional information as necessary to effectively communicate the budget to the Board, staff, and public.

No later than five days after the Board adopts the district budget or by July 1, whichever occurs first, the Board shall file the adopted district budget with the County Superintendent of Schools. the adopted district budget and supporting data. The budget and supporting data shall be maintained and made available for public review. (Education Code 42127)

(cf. 1113 - District And School Websites) (cf. 1340 - Access to District Records)

If the County Superintendent disapproves or conditionally approves the district's budget, the Board shall review and respond to their recommendations at a public meeting on or before October 8. The response shall include any revisions to the adopted budget and any other proposed actions to be taken as a result of those recommendations. (Education Code 42127)

Budget Criteria and Standards

The Superintendent or designee shall develop a district budget in accordance with state criteria and standards specified in 5 CCR 15440-15450 as they relate to projections of average daily attendance (ADA), enrollment, ratio of ADA to enrollment, local control funding formula revenue, salaries and benefits, other revenues and expenditures, facilities maintenance, deficit spending, unrestricted general fund balance, and reserves. In addition, the Superintendent or designee they shall provide the supplemental information specified in 5 CCR 15451 which addresses the methodology and budget assumptions used, contingent liabilities, use of one-time revenues for ongoing expenditures, use of ongoing revenues for one-time expenditures, contingent revenues, contributions, long-term commitments, unfunded liabilities, status of collective bargaining agreements, the LCAP, and LCAP expenditures. (Education Code 33128, 33128.3, 33129, 42127.01; 5 CCR 15440-15451)

The district budget shall provide for increasinged or improvinged services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number and concentration of unduplicated students in accordance with 5 CCR 15496. Unduplicated students are students who are eligible for free or reduced-price meals, English learners, and/or foster youth. (Education Code 42238.07; 5 CCR 15496)

(cf. 3553 - Free and Reduced Price Meals) (cf. 6173.1 - Education for Foster Youth) (cf. 6174 - Education for English Language Learners)

Additionally, the district budget shall provide for increased or improved services for each school which generates LCFF equity multiplier funding. (Education Code 42238.024, 52064)

The Board may establish other budget assumptions or parameters which may take into consideration the stability of funding sources, legal requirements and constraints on the use of funds, anticipated increases and/or decreases in the cost of services and supplies, program requirements, and any other factors necessary to ensure that the budget is a realistic plan for district revenues and expenditures.

(cf. 2210 - Administrative Discretion Regarding Board Policy)

Fund Balance

The district shall classify fund balances in compliance with Governmental Accounting Standards Board (GASB) Statement 54, as follows:

- 1. Nonspendable fund balance includes amounts that are not expected to be converted to cash, such as resources that are not in a spendable form (e.g., inventories and prepaids) or that are legally or contractually required to be maintained intact
- 2. Restricted fund balance includes amounts constrained to specific purposes by their providers or by law
- 3. Committed fund balance includes amounts constrained to specific purposes by the Board

For this purpose, all commitments of funds shall be approved by a majority vote of the Board. The constraints shall be imposed no later than the end of the reporting period of June 30, although the actual amounts may be determined subsequent to that date but prior to the issuance of the financial statements.

4. Assigned fund balance includes amounts which are intended for a specific purpose but do not meet the criteria to be classified as restricted or committed

The Board delegates authority to assign funds to the assigned fund balance to the Superintendent of designee and authorizes the assignment of such funds to be made any time prior to the issuance of the financial statements. The Superintendent may further delegate the authority to assign funds at their discretion.

Unassigned fund balance includes amounts that are available for any purpose

When multiple types of funds are available for an expenditure, the district shall first utilize funds from the restricted fund balance as appropriate, then from the committed fund balance, then from the assigned fund balance, and lastly from the unassigned fund balance.

The Board intends to maintain a minimum assigned and unassigned fund balance in an amount the Board deems sufficient to maintain fiscal solvency and stability and to protect the district against unforeseen circumstances.

If the assigned and unassigned fund balance falls below the level set by the Board due to an emergency situation, unexpected expenditures, or revenue shortfalls, the Board shall develop a plan to recover the fund balance which may include dedicating new unrestricted revenues, reducing expenditures, and/or increasing revenues or pursuing other funding sources.

Reserve Balance

The district budget shall include a minimum reserve balance for economic uncertainties that is consistent with the percentage or amount specified in 5 CCR 15450.

In any year that the district is notified by the Superintendent of Public Instruction that the amount of monies in the state Public School System Stabilization Account equals or exceeds three percent of the

combined total of general fund revenues appropriated for school districts and allocated local proceeds of taxes, the district budget shall not contain a combined assigned or unassigned ending general fund balance that is in excess of 10 percent of these funds. (Education Code 41202, 42127.01)

Long-Term Financial Obligations

The district's current-year budget and multi-year projections shall include adequate provisions for addressing the district's long-term financial obligations, including, but not limited to, long-term obligations resulting from collective bargaining agreements, financing of facilities projects, unfunded or future liability for retiree benefits, and accrued workers' compensation claims.

(cf. 4141/4241 - Collective Bargaining agreement) (cf. 4154/4254/4354 - Health and Welfare Benefits) (cf. 7210 - Facilities Financing) (cf. 9250 - Remuneration, Reimbursement and Other Benefits)

The Board shall approve a plan for meeting the district's long-term obligations to fund nonpension, other postemployment benefits (OPEBs). This plan shall include a specific funding strategy and the method that will be used to finance the district's annual fiscal obligations for such benefits in a manner that continually reduces the deficit to the district to the extent possible. The Board reserves the authority to review and amend the funding strategy as necessary to ensure that it continues to serve the best interests of the district and maintains flexibility to adjust for changing budgetary considerations.

When tThe Superintendent or designee shall annually presents a report to the Board on the estimated accrued but unfunded cost of OPEBs₇. As a separate agenda item at the same meeting, the Board shall disclose, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the benefits of existing retirees and/or the future cost of employees who are eligible for benefits in the current fiscal year. (Education Code 42140)

When tThe Superintendent or designee shall annually presents a report to the Board on the estimated accrued but unfunded cost of workers' compensation claims and the actuarial reports upon which the estimated costs are based. As a separate agenda item at the same meeting, the Board shall disclose, whether or not it will reserve in the budget sufficient amounts to fund the present value of accrued but unfunded workers' compensation claims or if it is otherwise decreasing the amount in its workers' compensation reserve fund. The Board shall annually certify to the County Superintendent the amount, if any, that it has decided to reserve in the budget for these costs. The Board shall submit to the County Superintendent any budget revisions that may be necessary to account for this budget reserve. (Education Code 42141)

Budget Amendments

No later than 45 days after the Governor signs the annual Budget Act, the Superintendent or designee shall make available for public review any revisions in budgeted revenues and expenditures which occur as a result of the funding made available by that Budget Act. (Education Code 42127)

Whenever revenues and expenditures change significantly throughout the year, the Superintendent or designee shall recommend budget amendments to ensure accurate projections of the district's net ending balance. When final figures for the prior-year budget are available, this information shall be used as soon as possible to update the current-year budget's beginning balance and projected revenues and expenditures.

In addition, budget amendments shall be submitted for Board approval as necessary when collective bargaining agreements are accepted, district income declines, increased revenues or unanticipated

savings are made available to the district, program proposals are significantly different from those approved during budget adoption, interfund transfers are needed to meet actual program expenditures, and/or other significant changes occur that impact budget projections.

Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.

Legal Reference:

EDCUCATION CODE

1240 Duties of county superintendent of schools

33127-33131 Standards and criteria for local budgets and expenditures

41202 Determination of minimum level of education funding

42103 Public hearing on proposed budget; requirements for content of proposed budget

42122-42129 Budget requirements

42130-42134 Financial certifications

42140-42142 Public Disclosure of fiscal obligations

42238-42251 Apportionments to districts, especially:

42238.01-42238.07 Local control funding formula

42602 Use of unbudgeted funds

42610 Appropriation of excess funds and limitation thereon

45253 Annual budget of personnel commission

45254 First year budget of personnel commission

52060- 52077 Local control and accountability plan

GOVERNMENT CODE

Attendance Recovery Plan

21710-21716 Local control and accountability plan

7900-7914 Appropriations limit

CODE OF REGULATIONS, TITLE 5

15060 Standardized account code structure

15440-15451 Criteria and standards for school district budgets 15494-

15494-15497 Local control funding formula, supplemental and concentration grant expenditures

Management Resources

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

New Requirements for Reporting Fund Balance in Governmental Funds, January 7, 2011

FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS

Fiscal Oversight Guide for AB 1200, AB 2756 and Subsequent Related Legislation, September 2006

2015 GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Fund balance guidelines to the General Fund, September 2015

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Best Practice: Appropriate Level of Unrestricted Fund Balance in the General Fund, 2009

SOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS

Statement 75, Accounting and Financial Reporting by Employers for Post-employment Benefits Other Than Pensions, June 2015

Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions, March 2009

WEB SITES

CSBA: http://www.csba.org

Association of California School Administrators: http://www.acsa.org

California Department of Education, Finance and Grants: http://www.cde.ca.gov/fg California Department of Finance: http://www.dof.ca.gov

History Crisis and Management Assistance Leam: http://www.temat.org_Government History Countries Standards Countries Standards Countries Countries

Policy FRESNO UNIFIED SCHOOL DISTRICT

adopted: July 23, 1994 Fresno, California

revised: January 28, 2004 revised: March 30, 2005

revised: July 30, 2008 revised: September 10, 2014 revised: September 9, 2015 revised: November 16, 2016 revised: May 30, 2018

revised: November 20, 2019 revised: Spring__, 2025

Policy Section: 3000 Business and Noninstructional Operations



Fresno Unified Board Policy (BP) 3250 Transportation Fees

Whenever the cost of providing student transportation exceeds funding provided by the state, the Governing Board may charge fees for home-to-school student transportation and other transportation services as expressly authorized by law.

The Superintendent or designee shall annually submit proposed transportation fee schedules for Board approval.

The transportation fee shall be waived for any student who is eligible for free or reduced-price meals, who is an English learner, or who is a foster youth. (Education Code 39807.5)

At the recommendation of the Superintendent or designee, the Board may also approve a waiver of a transportation fee for any group of district students.

In addition, no charge shall be made for any transportation of a student with a disability. (Education Code 39807.5)

Students receiving free transportation shall not be identified by the use of special bus passes, tickets, lines, seats, or any other means. They shall in no way be treated differently from other students, nor shall their names be published, posted, or announced in any manner or used for any purpose other than the transportation program.

The Board shall certify to the County Superintendent of Schools that the district has levied fees in accordance with law and that, in the event that excess fees have been charged, the fees have been reduced and excess fee revenue eliminated. (Education Code 39809.5)

Legal Reference **EDUCATION CODE** 10900-109145 Community recreation programs 10913 Fees for uses of school buses for community recreation purposes 35330 Field trips and excursions; student fees 39800-39860 Transportation services 39801.5 Transportation for adults 39807.5 Payment of transportation costs by parents 39809.5 Excess fees: adjustments 39837 Transportation to summer employment program 41850 Transportation to regional occupational center or program 42238.02 Local Control Funding Formula 49014 Public School Fair Debt Collection Act 49557-49558 Applications for free and reduced-price meals 56026 Individual with exceptional needs CALIFORNIA CODE OF REGULATION 350 Fees not permitted

Policy: FRESNO UNIFIED SCHOOL DISTRICT Adopted: Spring 2025, Fresno, California

Policy Section: 3000 Business and Noninstructional Operations



Fresno Unified Board Policy (BP) 3540 Transportation

The Governing Board desires to provides for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh **student** and community **needs** against the cost of providing such services. For eligible students in accordance with Board policy, administrative regulations, and state and federal law. Transportation services shall depend upon student needs and a continuing assessment of financial resources, including district funds and state reimbursements.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

Transportation Plan

The Superintendent or designee shall develop a The goals of district transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders services are: (Education Code 39800.1)

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

- 1. The transportation services offered to students
- 2. How transportation services will be prioritized for low-income students, students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive
- 3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)
- 4. How unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost
- 1. To provide maximum safety for students between home and school and on school-sponsored trips.
- 2. To promote desirable student behavior and respect for traffic safety.
- 3. To provide assistance and transportation for handicapped students.
- 4. To provide transportation for field trips.

All school buses shall comply with inspection requirements specified in the Vehicle Code and administered by the California Highway Patrol.

The district may contract with a private carrier for transportation services whenever such an

arrangement may be more economical than using district-owned or leased vehicles.

Transportation Contracts

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

Expenses and Fees

In lieu of providing transportation in whole or in part, the district may pay the student's parents/guardians either their actual and necessary expenses in transporting the student or the cost of the student's food and lodging at a place convenient to the school. In either case, the amount of the payment shall not exceed the cost that would be incurred by the district to provide for the transportation of the student to and from school. (Education Code 39806-39807)

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

Legal Reference: FDUCATION CODE 35330 Excursions and field trips 35350 35351 Authority to transport pupils 39800 Powers of governing board to provide transportation to and from school 39800-39860 Transportation services 39801 Contract with County Superintendent of School to provide transportation 39802-39803 Bids and contracts for transportation services 39806 Payments to parents in lieu of transportation 39807 Food and lodging payments in lieu of transportation 39807.5 Payment of transportation costs by parents 39808 Transportation for private school students 41850-4185<mark>41.1</mark> Allowances for transportation 41860-41862 Supplemental allowances for transportation 42238.02 Local Control Funding Formula 45125.1 Criminal records summary; employees of contracting entity 52311 Regional occupational centers; transportation CALIFORNIA CODE OF REGULATIONS 2025 Retrofitting of diesel school buses CALIFORNIA CODE OF REGULATIONS, TITLE 5 14100-14103 Use of school buses and school pupil activity buses 15240-15343 Allowances for student transportation 15253-15272 District records related to transportation PENAL CODE 637.7 Electronic tracking devices VEHICLE CODE

2807 School bus inspection

Policy: FRESNO UNIFIED SCHOOL DISTRICT Adopted: June 23, 1994 Fresno, California Revised: Fall 2024, Fresno, California

Policy Section: 3000 Business and Noninstructional Operations



Fresno Unified Board Policy (BP) 6020

Family Engagement Parent Involvement

The Governing Board recognizes that parent/guardians and family members families are their children's first and most influential teachers and that sustained parent/guardian and family involvement engagement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff and parents/guardians and family members families to jointly develop and agree upon policy and strategies to meaningfully involve engage parents/guardians and family members families in district and school activities at all grade levels; advisory, decision-making, and advocacy roles; and activities to support learning at home.

(cf. 0420 – School Plans/Site Councils)
(cf. 0420.1 – School-Based Program Coordination)
(cf. 0520.2 – Title I Program Improvement Schools)
(cf. 1220 – Citizen Advisory Committees)
(cf. 1230 – School Connected Organizations)
(cf. 1240 - Volunteer Assistance)
(cf. 1250 – Visitors/Outsiders)

Parents/guardians Families shall be notified of their rights to be informed about and to participate in their children's education and opportunities available to them to do so.

(cf. 5020 – Parents Rights and Responsibilities) (cf. 5145.6 – Parental Notifications)

The district's Local Control and Accountability Plan shall include goals and strategies for parent/guardian family and family engagement, including district efforts to seek parent/guardian family input in district and school site decision making and to promote parent/guardian family participation in programs for English learners, foster youth, students eligible for free and reduced-priced meals, and students with disabilities. (Education Code 42238.02, 52060)

(cf. 0460 – Local Control and Accountability Plan)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the district's parent/guardian and family engagement. This includes, but not limited to input from parents/guardians, family members families, and school staff on the adequacy of involvement opportunities and on barriers that may inhibit participation.

(cf. 0500 – Accountability)

Title I Schools

The Superintendent or designee shall engage involve parents/guardians and family members families in establishing district expectations and objectives for meaningful parent/guardian and family engagement in schools supported by Title I funding, developing strategies that describe how the district will carry out each activity listed in 20 USC 6318, as contained in the accompanying administrative regulation, and implementing and evaluating such programs, activities, and procedures. As appropriate, the Superintendent or designee shall conduct outreach to all parents/guardians and family members families. (Education Code 11503; 20 USC 6318)

When the district's Title I, Part A allocation exceeds the amount specified in 20 USC 6318, the Board shall reserve at least one percent of the funding to implement parent/guardian and family engagement activities and shall distribute at least 90 percent of those reserved funds to eligible schools, with priority given to high-need schools as defined in 20 USC 6631. The Superintendent or designee shall involve parents/guardians and family members families of participating students in decisions regarding how the district's Title I funds will be allotted for parent/guardian and family engagement activities. (20 USC 6318)

Expenditures of such funds shall be consistent with the activities specified in the district's policy and shall include at least one of the following: (20 USC 6318)

- a. Support for schools and nonprofit organizations in providing professional development for district and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members families.
- b. Support for programs that reach parents/guardians and family members families at home, in the community, and at school.
- c. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members-families.
- d. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement.
- e. Any other activities and strategies that the district determines are appropriate and consistent with this policy.

If the district also receives funds under federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians families and organizations of the existence of Title IV. (20 USC 6318)

The district's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the district's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent/guardian and family engagement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians families of students participating in Title I programs and shall be available to the local community. Parents/guardians Families shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians families can understand. (20 USC 6318)

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive federal Title I funds to encourage the involvement and support of parents/guardians families in the education of their children, including, but not limited to, strategies describing how the district and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

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Legal Reference:
EDUCATION CODE
11500-11506 Programs to Encourage Parent Involvement 48985
Notices in languages other than English
51101 Parents Rights Act of 2002
52060-52077 Local control and accountability plan
54444.1-54444.2 Parent advisory councils; services to migrant children

56190-56194 Community advisory committee; special education

64001 School plan for student achievement; consolidated application programs CALIFORNIA CODE OF REGULATIONS

18275 Child care and development programs; parent involvement and education

LABOR CODE

230.8 Time off to visit child's school

FEDERAL CODE

6311 State plan

6312 Local education agency plan

6314 School-wide programs

6318 Parent and family engagement

6631 Teacher and school leader incentive program; purposes and definitions

CODE OF FEDERAL REGULATIONS, TITLE 28

35.104 Definitions, auxiliary aids and services

35.160 Effective Communications for individuals with disabilities

Policy FRESNO UNIFIED SCHOOL DISTRICT adopted: March 25, 1993 Fresno, California

revised: December 14, 2011

revised: June 4, 2014 revised: October 16, 2019 revised: May 20, 2020

revised: January 20, 2021 revised: December 13, 2023 revised: Spring ____, 2025

Policy Section: 6000 Instruction

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: PRESENT AND DISCUSS

TITLE AND SUBJECT: Present and Discuss the Waterford Early Learning Program

ITEM DESCRIPTION: Included in the Board material is a presentation on the Waterford Early Learning Program, which outlines the ongoing initiatives implemented at several elementary school sites across the district. The Waterford Early Learning Program, a software-based curriculum for students in Preschool through second grade, offers effective, tailored education to help early learners achieve critical milestones in reading, math, and science by third grade, establishing a strong foundation in their formative years. Additionally, Waterford.org serves as a guiding framework for schools and educators, highlighting the critical role of early learning strategies in fostering foundational skills and ensuring academic success for young students. The presentation aims to provide the Board with relevant data, gather feedback, and address questions.

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

PREPARED BY: Lisa Mitchell, Ed.D.

DIVISION: Diversity, Equity, & Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

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





Fresno Unified's Partnership with Waterford.org

Agenda



About Waterford



Alignment to District Goals



Partnership History



The Impact



The Future



Discussion



Waterford CEO, Dr. Matt Hill, visiting FUSD classroom.

About Waterford



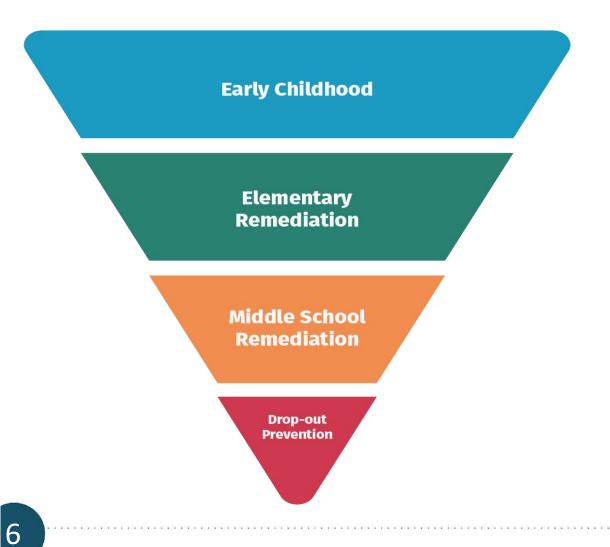
Waterford.org is a national early education nonprofit that provides **research-backed Prek through 2nd grade reading, math, and science programs** that children can use wherever they learn.

Waterford's tailored programs help **children reach critical milestones by third grade**, laying the foundation for future success for every child.

Watch Waterford in FUSD!



Why Waterford















Aligned with Standards & Core Curriculum



Learn More: <u>help.waterford.org/k-2-correlations</u>







What Waterford Offers



Supplemental Curriculum

PreK-2nd Grade Reading, Math & Science



Family Engagement

Family App
Hands-on Workshops
English & Spanish



Professional Learning

Implementation Integrity
Data-Driven Instruction
Job-Embedded Coaching

Explicit Instruction + Engagement



Reading Curriculum

- 2,000+ explicit lessons
- 7,000+ activities
- 180+ instructional songs
- 250+ books
- 225+ hours of instruction



9

Explicit Instruction + Engagement

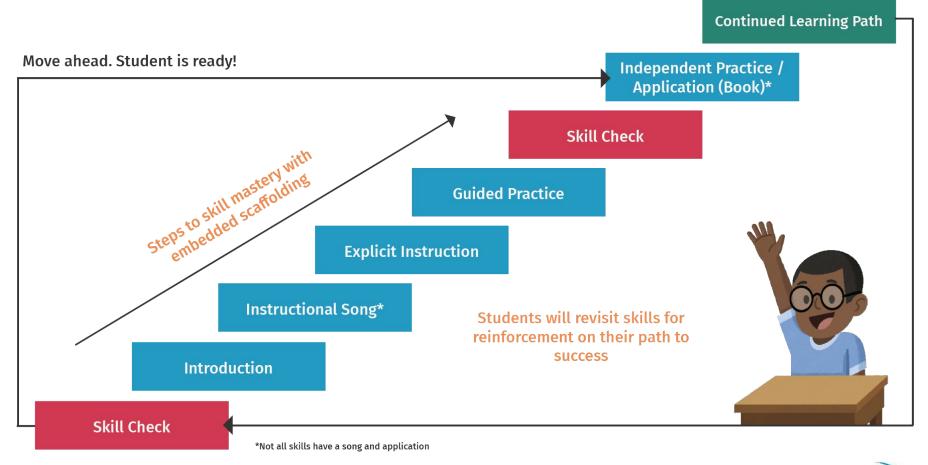
Math & Science Curriculum

- 700+ explicit lessons
- 5,000+ activities
- 170+ instructional songs
- 110+ books
- 300+ hours of instruction





Proficiency-Based Adaptive Learning Path





Seamless Integration into Classroom Routines



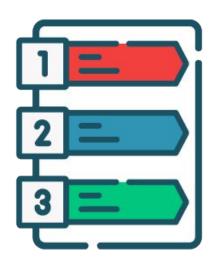
Tailored Learning

Children use the **adaptive learning path** daily during the
literacy block for a tailored
learning experience.



Group Instruction

The teacher projects digital activities on a smartboard to introduce or reinforce a concept. The teacher can also print learning resources to be shared.



Targeted Intervention

Teacher assigns playlists, a group of digital activities, to a child or group for targeted intervention and enrichment.



Personalized Family Support

Messages focused on:

- Routine
- Recommendations
- Relationship-building

Access to:

- Over 300 digital books in English and Spanish
- Library of learning activities in English and Spanish





Waterford Family Engagement Workshops



What is it?

- Workshops for families featuring:
 - What & why kids are learning what they are in the classroom
 - How families can support at home
 - Hands-on activities + take-home resources
- Approximately 100 attendees at each event

How was it paid for?

- 2022-23 and 2023-24: Waterford secured grant funding for 3 family engagement sessions at King and 3 at Kirk
- 2024-25: King purchased 2 family engagement workshops



Professional Learning



Implementation Integrity

- Getting started with Waterford
- Job-embedded coaching

Technical Assistance

- In-app contextual help
- Online chat
- Phone and email support
- Onsite support





Alignment to Fresno's Goals





Fresno Unified District Goals



1st Grade Proficiency

Increase the percentage of first graders proficient in literacy from 48% to 80%



>1 Year's Growth

Increase elementary and middle school students with underachieving reading test scores who demonstrate more than one year's growth in standardized testing



College & Career Readiness

Raise the percentage of students graduating from high school who are considered college and career ready, from 43% to 64%





FUSD & Waterford Partnership History





Partnership History

Phased Implementation Over 3 Years

	:		:	:	:
Aug 2022	Jan 2023	2022-23 SY	2023-24 SY	2023-24	2024-25
After-school Pilot	Classroom Pilot	Family Academy	Family Academy	Waterford Implementation	Waterford Implementation
					1000+ licenses
After school rogram at King &	One kindergarten class at King	3 sessions at King	3 sessions at King	1,000 licenses	28 schools
Page irk		3 sessions at Kirk	3 sessions at Kirk	28 schools	Professional
Page 50 of 287	One TK & PreK class at Kirk	~100 families at	~100 families at	Professional learning	learning
		each event	each event		Family Academy



The Impact





Key Takeaways

Methodology: To evaluate the impact of Waterford Early Learning, students who used Waterford for a meaningful amount of time were **matched** to students who did not use Waterford, **based on beginning-of-year iReady assessment scores**.

15%

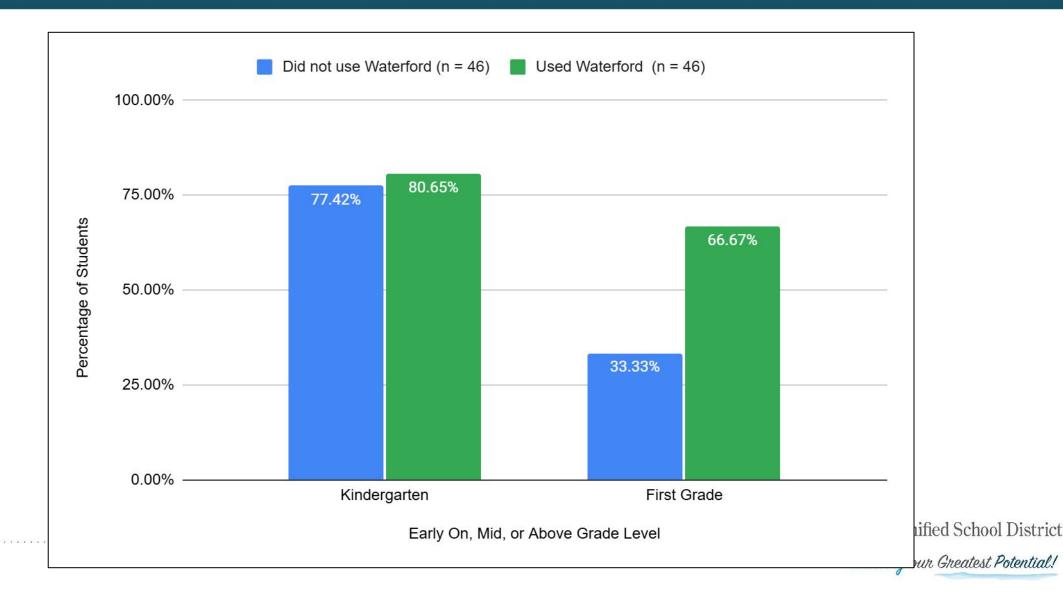
more kindergarteners scored at or above grade level in phonics after using Waterford than those who did not (77% vs.61 %).

33%

more first graders scored at or above grade level in phonics after using Waterford than those who did not (73% vs. 40%). **2**x

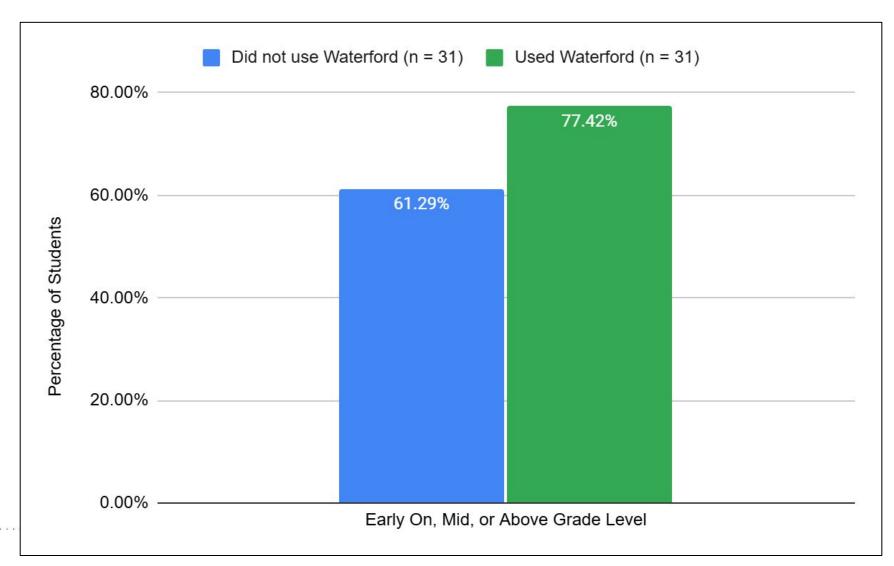
or above grade level after using Waterford in comparison to those who did not (67% vs. 33%).

Overall Literacy: Percentage of Students Scoring On or Above Grade Level



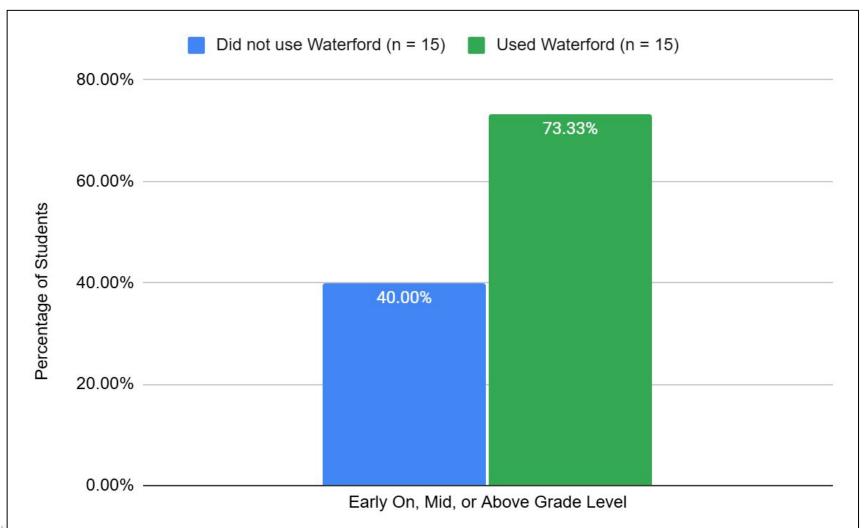
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Percentage of Kindergarten Students Scoring On or Above Grade Level in Phonics at End of Year





Percentage of First-Grade Students Scoring On or Above Grade Level in Phonics at End of Year





Educator Feedback



"It has met each scholar at their level. They progress independently. It is differentiated for each learner and meets their individual needs."

of teachers said Waterford met or the program would help provide students with a strong foundation for learning.

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Family Feedback



"It's fun! Learning all about sounds has been helpful. I've also loved being able to meet other families."

Parent Participant





The Future





Deepen Our Implementation



- Increase usage integrity
- Use the Adaptive Young Learner Assessment
 (AYLA), a standardized growth assessment, at
 the beginning & end of the year
- Encourage use of the Family App



Expand Our Implementation



- Leverage A4 funding to purchase 1,500 licenses for PreK-2nd grade
- Focus on the Edison Region
- Expand to TK district-wide
- Increase family engagement sessions
- Continue supporting teachers with professional learning including job-embedded coaching





Discussion





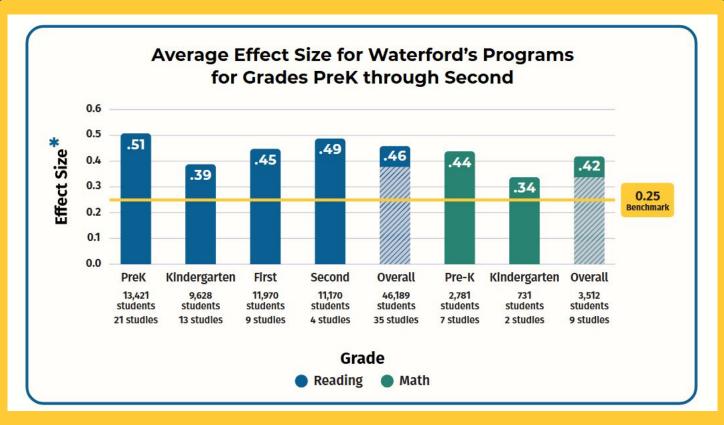


Supporting Information: More About Waterford





Learn More



• BROCHURE: <u>Waterford Overview</u>

• VIDEO: Waterford Early Learning

Overview

• VIDEO: <u>How the Adaptive</u>

Learning Path Works

EFFICACY RESEARCH: <u>Waterford Meta-Analysis Executive Summary</u>





Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: PRESENT AND DISCUSS

TITLE AND SUBJECT: Present and Discuss Overview of Governor's 2025/26 Proposed State Budget

ITEM DESCRIPTION: Included in the Board material is a presentation providing an overview of the Governor's 2025/26 Proposed State Budget. The Governor's Office released the 2025/26 Proposed State Budget on January 10, 2025. Staff will present an overview of the budget and the district's preliminary strategic budget development to the Board of Education on April 23, 2025 including the following:

- State and Federal Economic Overview
- Governor's 2025/26 Proposed State Budget Highlights and Impacts
- Enrollment and Attendance
- Reporting Timelines
- Upcoming Budget Discussion

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





Governor's 2025/26 Proposed State Budget

Overview

- State and Federal Economic Overview
- Governor's 2025/26 Proposed State Budget Highlights and Impacts
- Enrollment and Attendance
- Reporting Timelines
- Upcoming Budget Discussions



U.S. Economy – Economic Outlook

The current U.S. economy is relatively strong, but there is reason to be cautious

%

Inflation

Inflation is creeping up and is anticipated to remain stubborn

Labor Market

U.S. unemployment is predicted to rise to 4.3% in the short term and stay at or above 4.0% through 2027

Stock Market

The stock market is showing some volatility

Interest Rates

- Additional cuts to the federal funds rate before late 2025 are unlikely
- Mortgage and long-term rates remain high

Growth

Real GDP is projected to slow down but remain positive

Anticipated policies of the second Trump Administration may have significant impacts on the economy, but it is too soon to tell

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Federal Uncertainty

 In 2024/25, Fresno Unified anticipates approximately \$250 million in federal grant funding

Federal Funding	2024/25 Budget	Personnel Costs	Other Use of Funds
Title Funding	\$90,204,138	\$70,825,373	\$19,378,765
Special Education	\$20,990,772	\$18,369,169	\$2,621,603
Child Nutrition Programs	\$66,850,003	\$32,645,845	\$34,204,158
ESSER	\$55,285,367	\$0	\$55,285,367
Other Federal Funds	\$16,831,285	\$7,205,656	\$9,625,629
Total	\$250,161,565	\$129,046,043	\$121,115,522

- □ On March 07, 2025, The U.S. Department of Agriculture informed recipients that it has canceled the Local Food for Schools Program for 2025.
 - The District received approximately \$500,000 in 2023/24 and anticipated being awarded again in 2024/25

"The Department of Education will continue to deliver on all statutory programs that fall under the agency's purview, including formula funding, student loans, Pell Grants, funding for special needs students, and competitive grantmaking."



The Governor's Budget and the Economy

- The California economy is continuing to grow with mixed signals for the road ahead
 - Inflation is persistent and the slowing of interest rate reductions by the Federal Reserve is impacting the state's housing market
 - With increased economic uncertainty, there are notable risks to Governor Newsom's 2025-26 State Budget and economic forecast
- The Governor's Budget projects a \$17 billion surplus and healthy reserves
 - The Governor presents a balanced budget that assumes steady, stable national growth
 - One of the greatest risks to the California economy and the Governor's budget assumptions is the state's vulnerability to the impacts of tariffs and changes in immigration policy



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General Fund Budget Summary

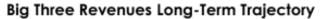
2025-26 Governor's Budget (In millions)

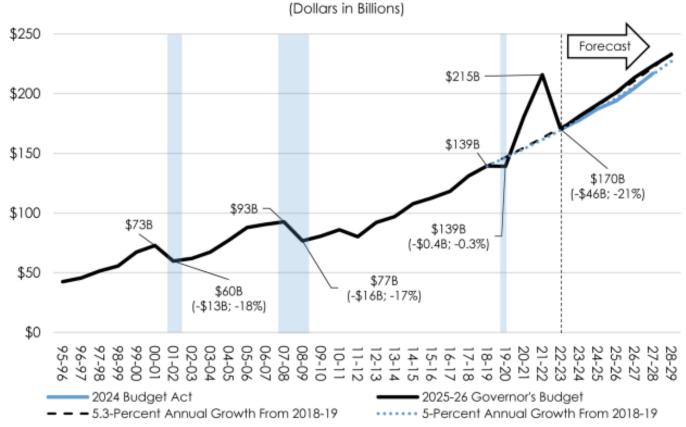
	<u>2024-25</u>	<u>2025-26</u>
Prior-Year Balance Revenues and Transfers	\$35,877 \$33,473	\$26,299 \$235,005
Revenues and transfers	\$222,473	\$225,095
Total Resources Available Non-Proposition 98 Expenditures Proposition 98 Expenditures	\$258,350 \$146,998 \$85,053	\$251,394 \$144,290 \$84,602
Total Expenditures	\$232,051	\$228,892
Fund Balance	\$26,299	\$22,502
Reserve for Liquidation of Encumbrances	\$18,001	\$18,001
Special Fund for Economic Uncertainties	\$8,298	\$4,501
Public School System Stabilization Account	\$1,157	\$1,533
Safety Net Reserve	-	-
Budget Stabilization Account/Rainy Day Fund	\$18,045	\$10,945

Source: 2025-26 Governor's Budget, General Fund Budget Summary



Big Three Revenues





Projected revenue figures exclude the impact of Budget Act tax policies and proposed Governor's Budget policies. Shaded bars indicate previous U.S. recessions.

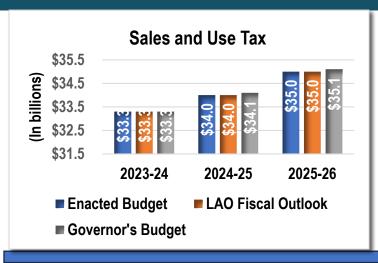
Source: Governor's Budget K-12 Education, page 120



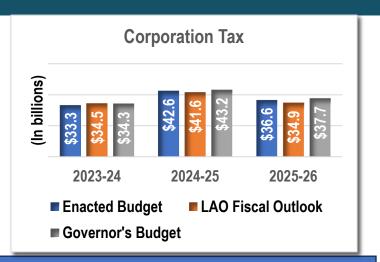


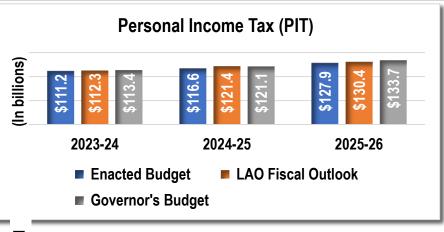
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Big Three Taxes – Governor's Budget vs. LAO Fiscal Outlook



Governor's Budget revenue projections for 2025-26 are higher than the Enacted Budget and the LAO¹ Fiscal Outlook for the "Big Three"





- Corporation taxes hit a peak in 2024-25 due to temporary tax credit and net operating loss deduction limits
- Over the 2023-24 through 2025-26 budget window:
 - PIT is projected to be 3.6% higher than forecast at Enacted Budget
 - Corporation taxes are forecast 2.2% higher than Enacted Budget

urce: 2024-25 Enacted Budget, 2025-26 Governor's Budget Summary, and LAO *Fiscal Outlook* 2025 School Services of California Inc.

¹Legislative Analyst's Office (LAO)

Fresno Unified School District

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Governor's 2025/26 Proposed State Budget

Local Control Funding Formula (LCFF) – \$13.2 million for COLA of 2.43%

- COLA offset by declining enrollment and ADA averages
- Funded on 3-year prior ADA average
- Transitional Kindergarten lower ratios of 10:1 increases add on by \$3,077 to \$6,404 per TK ADA (\$8 million)

Special Education – \$1.3 million for COLA of 2.43%

PERS – \$700,000 additional costs for statutory increases (no change to STRS rate)

STRS Rate 19.10%; PERS Rate 27.40%





Governor's 2025/26 Proposed State Budget

LCFF Equity Multiplier

- Per-Pupil rate \$933.73 (decrease from 2023/24 of \$1,052.61)
 - √ 14 sites will receive \$7.3 million (2024/25 \$11.3 million)
 - ✓ 4 new sites allocated, however 4 previous sites not allocated

Student Support and Professional Development Block Grant

- > \$1.8 billion discretionary one-time block grant with flexible uses to professional learning, recruitment, dual enrollment, or rising costs
- > Approximately \$18 \$20 million to FUSD

Literacy and Mathematics Instructional Coaches

\$500 million one-time to expand Literacy Coach Program and include mathematical coaches (awaiting award notification)

Career Technical Grants

Consolidate CTE grants and work towards automatic renewals

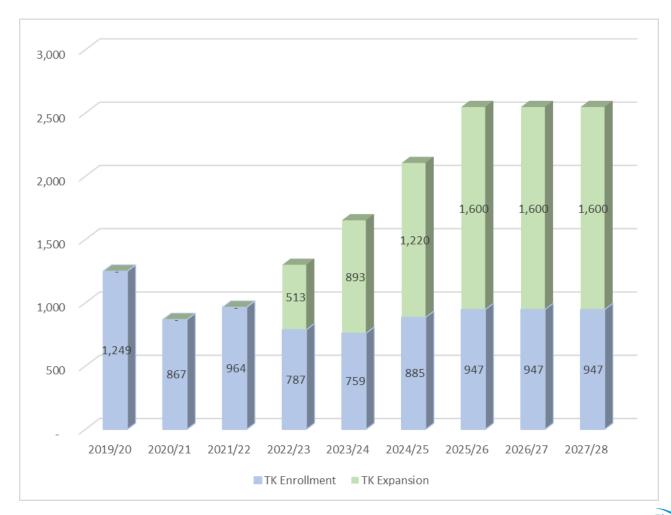
Learning Recovery Emergency Block Grant

- Restores \$378.6 million to Learning Recovery Block Grant
- Approximately \$6.0 million to FUSD

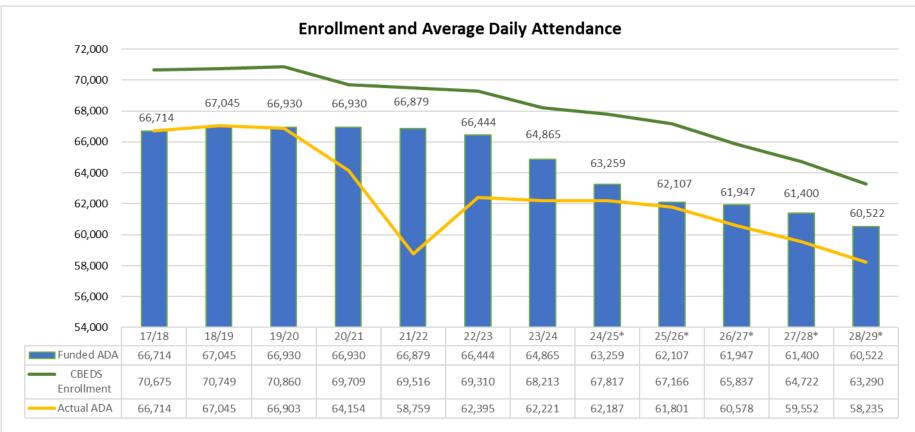
Safety Plans

Requires Learning Continuity Plan to be included by July 1, 2025

Transitional Kindergarten Impact on Enrollment



Enrollment and Average Daily Attendance



*includes Projected ADA



2025/26 Attendance Impact on LCFF

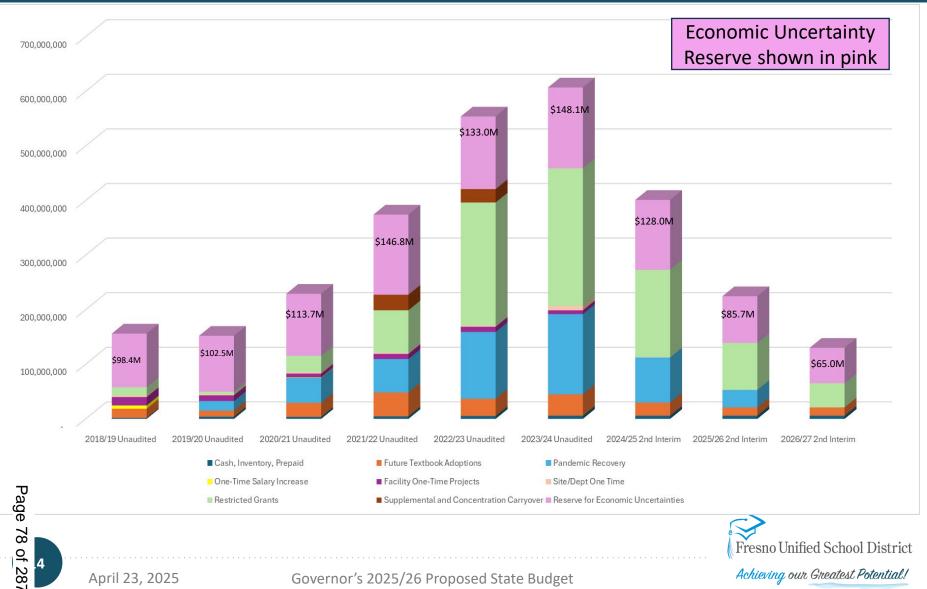


* 2024/25 estimated at 91.6%

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General Fund Reserve





Upcoming Budget Discussions

- April 30
 - Goal Aligned Investments Early Literacy, Intervention Initiatives
- May 14
 - Goal Aligned Investments College & Career Readiness, Life Skills
- May 28
 - Governor's May Revise
- June 04 and 20
 - Public Hearing & Adoption of LCAP & Budget

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Personnel List

ITEM DESCRIPTION: Included in the Board material 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

Date: 4/23/2025

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 Pers	sonnel				
1075318	Carrillo	Reina	Teacher, Lrng Hndcp, Sdc	Winchell Elementary	3/3/2025
1084407	Duarte	Carla	Teacher, Handicapped, Severely	Sequoia Middle School	2/27/2025
1086734	Gollmer	Lindsay	Specialist, Resource, Sp Ed	Bullard Talent 7-8	3/3/2025
1079115	Luna	Angelica	Teacher, Elementary	Addams Elementary	3/3/2025
1088111	Madrigal	Vanessa	Therapist, Spch/Lang/Hrng/Dis	Special Ed	3/3/2025
1083500	Neal	Tomica	Teacher, Middle School	Tenaya Middle	3/3/2025
1076175	Nolen	Connor	Teacher, Middle School	Edison-Computech 7-8	3/3/2025
1088114	Ramirez-quezada	Araceli	Therapist, Spch/Lang/Hrng/Dis	Special Ed	3/3/2025
1086596	Sanchez Lomeli	Esperanza	Teacher, Senior High	Roosevelt High School	3/3/2025
1088113	Sepeda	Marissa	Teacher, Middle School	Sequoia Middle School	2/20/2025
1078381	Turner	Elizabeth	Teacher, Elementary	Lincoln Elementary	3/3/2025
Classified Perso	onnel				
1069577	Brambila De Ortega	Gabriela	Paraprof, After Schl/Ext Day	Norseman Elementary	3/3/2025
1088159	Cano	Francisco	Plumber	Maintenance And Operations	3/17/2025
1088155	Chagolla	Celeste	Paraprof, Instructional Asst	Greenberg Elementary	3/17/2025
1088157	Chavez	Lizbeth	Paraprof, Instructional Asst	Easterby Elementary	3/17/2025
1081359	Chavez Verduzco	Estrellita	Paraprof, Instructional Asst	Burroughs Elementary	3/3/2025
1070184	Cummings	Tamara	Assistant, Resrce Cnslg	Homan Elementary	3/3/2025
1086780	Escalera	Miriam	Assistant, Attendance Records	Edison High	2/3/2025
1088112	Fuentes	Daisy	Paraprof, After Schl/Ext Day	Gibson Elementary	3/3/2025
1082707	Gonzalez	Daniel	Paraprof, After Schl/Ext Day	Gibson Elementary	3/17/2025
1088156	Her	Timothy	Paraprof, After Schl/Ext Day	Roeding Elementary	3/17/2025
1083019	Keith	Serey	Secretary II	Human Resources	2/19/2025
1086378	Lee	Kou	Assistant, Campus Safety	Bullard High	3/17/2025
1087394	Lucio	Amaris	Liaison, Home/School Spanish	Gaston Middle	3/17/2025
1073977	Orozco Valencia	Emilio	Custodian	Mayfair Elementary	3/3/2025
1070067	Rodriguez	Jessica	Paraprof, Instructional Asst	Robinson Elementary	3/17/2025
1080397	Thor	Der	Nutrition Services Assistant	Nutrition Services	3/3/2025
1088161	Tijerina	Marlene	Assistant, Attendance Records	Mclane High School	3/17/2025
1084368	Vang	Camey	Technician, Budget II	Summer School	3/17/2025
1088160	Vongphouthone	Alie	Plumber	Maintenance And Operations	3/17/2025
1088117	Winkler	Kelli	Paraprof, Extensive Support Needs	Terronez Middle	3/3/2025
1083515	Xiong	Ger	Custodian	Winchell Elementary	3/17/2025
1085095	Yang	Houa	Custodian	Mccardle Elementary	3/3/2025
DISSMISSALS					
Classified Perso	onnel				
1007651	Collins	Sheila	Paraprof, Mild/Moderate Support Needs	Rowell Elementary	2/26/2025
RESIGNATION	S OR RETIREMENTS	:			

Certificated Personnel

Ocit	incated i ers	omiei				
	1081507	Alvarado	Lizbet	Teacher, Middle School	Kings Canyon Middle	6/20/2025
	1083279	Bushree	Austin	Teacher, Continuation	George M Dewolf High School	6/12/2025
	1026128	Carrillo	Diana	Teacher, Lrng Hndcp, Sdc	Fresno High	6/13/2025
	1044978	Cavanaugh	Jerilyn	Teacher, Senior High	Edison High School	6/12/2025
	1011391	Clark	Kimberly	Tutor	Yokomi Elementary	6/12/2025
	1033507	Contreras	Andrea	Teacher, Autistic, Sdc	Lowell Elementary	6/20/2025
	1027399	Dau	Michele	Specialist, Resource, Sp Ed	Kirk Elementary	7/11/2025
	1029044	Fernandez	Irma	Teacher, Bilingual	Burroughs Elementary	7/3/2025
	1077644	Galarza	Adrian	Teacher, Individual, Small Grp	Fulton School	6/12/2025
	1083173	Gonzalez	Javier	Teacher, Senior High	Hoover High School	6/12/2025
	1050457	Gregory	Lance	Teacher, Middle School	Terronez Middle School	6/12/2025
	1080227	Hernandez	Alondra	Teacher, Handicapped, Severely	McLane High	6/12/2025
	1079210	Liles	Lindsey	Teacher, Elementary	Viking Elementary	6/13/2025
	1067241	Lopez	Larry	Teacher, Handicapped, Severely	Edison High	6/12/2025
	1043280	Manzano	Marialuisa	Teacher, Elementary	Eaton Elementary	6/12/2025
	1008638	Martin	Debra	Teacher, Elementary	Malloch Elementary	6/12/2025
	1050414	Martinez	Linda	Teacher, Autistic, Sdc	Olmos Elementary	6/12/2025
	1023129	Martinez	Sandra	Teacher, Handicapped, Severely	Sunnyside High	6/12/2025
	1075382	Mattox	Alison	Teacher, Senior High	Mclane High School	6/12/2025
	1083221	Morse	Trew	Teacher, Senior High	Roosevelt High School	6/12/2025
	1076730	Moua	Brandon	Teacher, Senior High	Mclane High School	6/12/2025
	1070684	Murrill	Roslyn	Teacher, Elementary	Hamilton K-8	6/30/2025
	1086348	Noble	Kaileigh	Specialist, Resource, Sp Ed	Phoenix Secondary	6/30/2025
	1083823	Parker	Kerry	Teacher, Autistic, Sdc	Viking Elementary	6/12/2025
	1043507	Pineda	Kathy	Teacher, Elementary	Slater Elementary	6/20/2025
	1079058	Poulin	Kimberly	Teacher, Middle School	Wawona Middle School	6/12/2025
	1079351	Preheim	Ryne	Teacher, Senior High	Edison High School	6/12/2025
	1011855	Quintero	Adam	Teacher, Elementary	Hidalgo Elementary	6/18/2025
	1084115	Rivera	Raul	Teacher, Middle School	Gaston Middle	7/11/2025
	1078160	Salwasser-Pittman	Jackie	Teacher, Elementary	Webster Elementary	7/31/2025
	1084643	Silva	Jennifer	Teacher, Vocational Education	Fresno High	6/12/2025
	1049855	Tennison	Kathy	Teacher, Elementary	Vinland Elementary School	7/31/2025
	1084663	Valdez-Rodriguez	Zoraida	Teacher, Deaf/Hard of Hear.SDC	Hoover High School	7/31/2025
	1082693	Vazquez Gutierrez	Brenda	Teacher, Bilingual	Centennial Elementary	6/12/2025
	1086598	Waller	Ray	Teacher, Vocational Education	Bullard High School	2/24/2025
	1071444	Willis	Mckyle	Teacher, Middle School	Terronez Middle	6/12/2025
	1078728	Wood	Tyler	Teacher, Senior High	Sunnyside High	6/30/2025
Clas	sified Persor	nnel				
	1074055	Alaniz	Henry	Custodian	Winchell Elementary	2/27/2025
	1064660	Bliss	Danette	Paraprof, Instructional Asst	Bakman Elementary	7/30/2025
	1085267			Driver, Bus	Transportation	
	1000207	Espinoza Sanchez	Agustin	Driver, Bus	Transportation	3/30/2025
	1049497	Fehr	Lori	Manager, School Office Elementary	Delmar Elementary	6/16/2025
	1029929	Gomez	Esther	Nutrition Services Manager	Nutrition Services	4/30/2025
	1085426	High	Arianna	Paraprof, Early Chldhd Mil/Mod Support Needs	Herrera Elementary	3/21/2025
	1085935	Montano Plascencia	Yoslin	Assistant, Noontime	Greenberg Elementary	2/25/2025
	1030468	Soto	Rafael	Operator, Swimming Pool	Sunnyside High School	6/16/2025
	1083641	Williams	Charles	Assistant, Campus Safety	Bullard High School	12/17/2024

1084131	Yarbrough	Desmend	Driver, Bus	Transportation	1/31/2025
Management Certificated					
1062939	Flake	Kelli	Manager II, Regional Instruct	Special Ed	6/18/2025
1015718	Sittre	Jacqueline	Principal II	Homan Elementary	7/3/2025
EAVE REQUE	EST				
Certificated Per	sonnel				
1049054	Contreras	Robert	Teacher, Bilingual	Sunset Elementary	8/12/2025
1079071	Joya	Cathleen	Teacher, Middle School	Wawona Middle	2/14/2025
Classified Perso	onnel				
1064465	Beck	Rhonda	Technician, Libr Media-Elem	Tatarian Elementary	4/10/2025
1077728	Palma De Padilla	Ana	Paraprof, Extensive Support Needs	Lane Elementary	2/21/2025
		Alla		•	
1065604	Ramirez Gonzales	Neyli	Paraprof, Extensive Support Needs	Kirk Elementary	2/25/2025
1073821	Rivera	Vanesa	Specialist, Tier II Intervention	Prevention And Intervention	5/5/2025
1081005	Vallez	Piedad	Nutrition Services Assistant	Nutrition Services	4/9/2025
39-MONTH R	EEMPLOYMENT RIG	нтѕ			
Classified Perso	onnel				
1040297	Lopez	Tina	Nutrition Services Manager	Food Services	3/5/2025
1069961	Ramirez	Marisol	Assistant, Noontime	Birney Elementary	2/5/2025
ROMOTIONS					
Classified Perso	onnel				
1079645	Belmontez	Audra	Supervisor, School Food Serv	Packaging Center	2/24/2025
1082134	Caudillo	Cheyenne	Nutrition Services Operator	Nutrition Services	3/3/2025
1078815	Cavazos	Clarissa	Secretary II	Teacher Development	2/24/2025
1085778	Chavez	Shellena	Paraeducator, Autism	Heaton Elementary	2/7/2025
1085618	Contreras	Steven	Paraprof, Mild/Moderate Support	Addams Elementary	2/24/2025
1086433	Ewing	Erren	Needs Lead, After Schl/Ext Day	Sunset K-8	3/5/2025
1082749	Garcia	Sarah	Nutrition Services Assistant	Food Services	3/11/2025
1071115	Hamilton	Shauniece	Paraeducator, Community Based	Addicott	2/12/2025
1084406	Juarez	Rosa	Operator, Packaging Machine	Packaging Center	2/24/2025
1067742	Lopez	Mayra	Nutrition Services Operator	Packaging Center	3/3/2025
1074896	Lopez	Vanessa	Paraprof, Extensive Support Needs	Storey Elementary	3/3/2025
1015016	Lucero	Danny	Supervisor, Warehse Operations	Warehouse	2/18/2025
1088048	Luciano	Elvia	Nutrition Services Assistant	Nutrition Services	3/11/2025
1077429	Mata	James	Custodian, PE Male/Female	Roosevelt High School	2/20/2025
1076291	Mijangos Garcia	Onesimo	Plant Coordinator I	Olmos Elementary	3/26/2025
1085420	Ocaranza	Isaac	Lead, After Schl/Ext Day	Holland Elementary	12/16/2024
1085530	Perez Carrazco	Jenifer	Specialist, Chd Wel & Attnd I	Addams Elementary	12/9/2024
1086937	Petty	Cecely	Nutrition Services Assistant	Food Services	3/11/2025
1082515	Quinto	Christopher	Specialist, Tech Support II	Technology Services	2/24/2025
1048186	Saechao	Annaket	Liaison, School/Community	Cesar Chavez Adult School	2/11/2025
1081843	Siyoum	Zafu	Nutrition Services Assistant	Food Services	3/11/2025
1069240	Soto	Maria	Accountant II	Payroll Department	2/21/2025
1076683	Thao	Dao	Custodian	Plant Operations	3/3/2025
1079373	Xiong	Emily	Specialist, Tech Support I	Technology Services	2/28/2025
Management Cl	assified				
1085324	Blair	Joseph	Manager, Project Maintenance &	Maintenance And Operations	3/24/2025
1000027	2.411	COOPII	Operations		5,24,2020



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

MINUTES - BOARD OF EDUCATION REGULAR MEETING

Fresno, California March 26, 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 March 26, 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.

For the record, Board Member Islas participated from teleconference location as follows: Avila Center, 711 Mason Road, Durham, North Carolina 27712.

Board President Davis CONVENED the Regular Board Meeting at 4:32p.m.

PLEDGE OF ALLEGIANCE

Dr. Marie Williams led the Flag Salute.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received zero (10) requests to address the Board on Closed Session items. The individual's name and a summary of topic are as follows:

- 1. Lisa Pierce shared support for Designated Schools and concerns of the burden and stress of lost learning time.
- 2. Chrysann Johnston shared support for Designated Schools and shared information of teachers working outside the workday.
- 3. Brenda shared being a first-year teacher not welcomed back for the next school year.
- 4. Maryan Riojas shared support for Designated Schools and concerns about the lack of transparency and the amount spent on consultants.
- 5. Claudia Silva commented on equity and support for Designated Schools.
- 6. Carolyn Flores commented as a parent of students at Rowell Elementary School and support for Designated Schools.

- 7. Nydia Hernandez commented as a parent and requested the allocation of district funds be to classroom needs.
- 8. Ana Bustos advocated for the Board to put the interest of students before the interest of consultants.
- 9. Zaki Armas commented on personal experience as a student of Fresno Unified and shared support for teachers.
- 10. Sonia Jauregui responded with concern to a comment made by a leader.
- 11. Peter Chan commented as a parent of a student attending Fresno Unified, commented on truancy guidelines and in support of teachers.
- 12. Erlinda Lagunes commented as a parent of a student attending Fresno Unified and shared concerns that her daughter who is in second grade has already had three placements.
- 13. Manual Bonilla offered another time to partner together with the district.

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 5:03 p.m.

For the record, Closed Session was extended to 6:36 p.m.

Board President Davis RECONVENED the meeting to Open Session at 6:37p.m.

Reporting Out of Closed Session

For the record, there were no report outs from closed session.

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

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

B. CONFERENCE/DISCUSSION AGENDA

B-1, CONDUCT Public Hearing on School Bond Waiver Request to DISCUSS and ADOPT Resolution No. 25-55 Regarding Bonding Capacity Waiver: Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the California Education Code Relating to the Issuance of General Obligation Bonds under Measure H, and Approving Related Documents and Actions

For the record, Board President Davis opened the public hearing at 6:39 p.m.

For the record, the Board received zero requests to address the Board on agenda item B-1.

For the record, Board President Davis closed the public hearing at 6:40 p.m.

B-2, DISCUSS and ADOPT Resolution 25-55, Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the California Education Code Relating to the Issuance of General Obligation Bonds, and Approving Related Documents and Actions

For the record, the Board received zero requests to address the Board on agenda item B-2.

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board adopted Resolution 25-55, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

B-3, DISCUSS and ADOPT Resolution 25-56, Authorizing Debt Service Information to be Provided to the County of Fresno Respecting Unsold General Obligation Bonds of the Fresno Unified School District for Fiscal Year 2025/26

For the record, the Board received zero requests to address the Board on agenda item B-3.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas the Board adopted Resolution 25-56, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

B-4, DISCUSS and ADOPT Resolution 25-57, Authorizing the Issuance and Sale of General Obligation Bonds, Election of 2024, Series A, in the Aggregate Principal Amount of Not to Exceed \$30,000,000, and Authorizing the Execution and Delivery of Documents and Actions in Connection Therewith

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

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board adopted Resolution 25-57, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

B-5, DISCUSS and ADOPT Resolution 25-58, Authorizing the Issuance and Sale of 2025 Refunding General Obligation Bonds to Refund Outstanding General Obligation Bonds, Election of 2010, Series E, and Outstanding Election of 2010, Series F, and Approving Related Documents and Actions

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

For the record, Paul Idsvoog presented items B-1 through B-5.

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board adopted Resolution 25-58, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

B-6 CONDUCT and APPROVE the Board Quarterly Self-Evaluation

For the record, the Board received zero requests to address the Board on agenda item B-6.

For the record, Sue Deigaard with the Council of the Great City Schools, facilitated the Board Quarterly Self-Evaluation.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board Approved the Quarterly Self-Evaluation, by a roll call vote of 5-0-1-1 as follows: AYES: Board Members Cazares, Levine, Thomas, Board Clerk Islas, and Board President Davis. ABSTAINED: Board Member Jonasson Rosas. ABSENT: Board Member Wittrup.

For the record Trustee Wittrup left the meeting at 7:19 p.m.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

1. James Binion commented that item C-7 is creating entitlement and is a liability issue.

For the record, Interim Superintendent requested staff to address some of the criteria used in selecting families and some of the liability issues already researched while preparing agenda item C-7.

Carlos Castillo, Ed.D., Arii, and Patrick Jensen, were available to provide clarity.

Member Cazares shared that people are fighting for the vouchers because there are not enough vouchers in Fresno County as there are thousands of people on the waiting list. Member Cazares added this is a very easy decision to make.

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board approved the Consent Agenda with the exception of agenda item C-7 by a vote of 6-0-0-1, as follows: AYES: Board Members Cazares, Jonasson Rosa, Levine, Thomas, Clerk Islas, and Board President Davis. ABSENT: Board Member Wittrup.

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

C. CONSENT AGENDA

- C-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 March 12, 2025.

C-3, APPROVE Meeting Minutes

APPROVED as recommended, the draft minute for the regular meeting of the Board of Education held March 12, 2025.

- C-4, ADOPT Resolution 25-64, Proclaiming April 2025 as School Library Month ADOPTED as recommended, Resolution 25-64, Proclaiming April as School Library Month.
- C-5, APPROVE Amendment of the 2025/26 Academic Calendar

 APPROVED as recommended, Amendment of the 2025/26 Academic Calendar
- C-6, APPROVE the Revised 2024/25 Classified Hourly Salary Schedule Reflecting a 3% Increase

 APPROVED as recommended, the Revised 2024/25 Classified Hourly Salary

APPROVED as recommended, the Revised 2024/25 Classified Hourly Salary Schedule Reflecting a 3% Increase

C-7, APPROVE Agreement with Crossroads Village Fresno LP APPROVED as recommended, Agreement with Crossroads Village Fresno LP.

For the record, Board Members had comments and questions pertaining to agenda item C-7. A summary is as follows:

Member Thomas shared a personal anecdote of family receiving services from the Crossroads Village program and the importance of the services the program provides.

Member Cazares shared that the program is for families experiencing homelessness to help keep the family together and the owner of Crossroads Village Fresno provides vouchers for specific spaces saving units for Fresno Unified families.

Member Levine shared full support of this partnership to provide stable housing for two years for ten unhoused Fresno Unified families. Member Levine commented this is just the start and the district will be intentional about measuring broader student outcomes and hopes this will be a model for the future. Member Levine acknowledged Darrin Person and Tumani Heights for their work on this matter.

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, the Board approved agenda item C-7 by a vote of 6-0-0-1, as follows: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Clerk Islas, and Board President Davis. ABSENT: Board Member Wittrup

- C-8, APPROVE Renewal Agreement with Marsh & McLennan Agency
 APPROVED as recommended, the Renewal Agreement with Marsh & McLennan
 Agency.
- C-9, APPROVE Agreement with TransTax Advisors, LLC APPROVED as recommended, the Agreement with TransTax Advisors, LLC.
- C-10, APPROVE Agreement and Memorandum of Understanding with Benedict College

 APPROVED as recommended, Agreement and Memorandum of Understanding with Benedict College.
- C-11, APPROVE Award of Bid 25-21, Baird Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacements

 APPROVED as recommended, Award of Bid 25-21, Baird Middle School Heating, Ventilation, Air Conditioning and Energy Management System Replacements.
- C-12, APPROVE Award of Bid 25-22, Terronez Middle School Kitchen, and Locker Room Make-up Air Unit Replacements

 APPROVED as recommended, Award of Bid 25-22, Terronez Middle School Kitchen, and Locker-Room Make-up Air Unit Replacements.
- C-13, APPROVE Award of Request for Qualifications 25-19, Investigation Services APPROVED as recommended, Award of Request for Qualifications 25-19, Investigation Services.
- C-14, APPROVE Request for Qualifications and Proposals 25-09, CalShape Ventilation Program Assessment, and Implementation Project Design Build Services

Page **7** of **8**

APPROVED as recommended, the Request for Qualifications and Proposals 25-09, CalShape Ventilation Program Assessment, and Implementation Project Design Build Services.

- C-15, APPROVE Property Liability and Cyber Insurance APPROVED as recommended.
- C-16, DENY Claim GL24 0301 13850 DENIED as recommended.
- C-17, DENY Claim GL24-1218-13368

 DENIED as recommended.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received ten (10) requests to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

- 1. Monica Apodaca spoke about bus drivers and the community they serve.
- 2. Christina Stanley spoke as a bus driver for First Student.

For the record, at this time Member Cazares commented that her understanding was the Board had not yet voted on the first student contract and clarified the Board had not voted on the transportation contract for

- 3. Jeffery Stanley spoke as a bus driver for First Student and shared personal experiences from the job.
- 4. Jenna Williams spoke as a bus driver for First Student and shared personal experiences from the job.
- 5. Cynthia Romero spoke as a bus driver and shared personal experiences from the job.
- 6. Rosa Miranda spoke as a bus driver and shared personal experiences from the job.
- 7. Rebecca Doughty spoke as a bus driver and shared personal experiences from the job.
- 8. Jacole Paul thanked the Board for hearing from the public and shared biggest concern is that students need consistency.
- 9. Steven Fabela spoke on the importance of credit cards for the Transportation Department.
- 10. Alicia Crispin shared concerns related to the principal of Jackson Elementary School.

OPPORTUNITY for Board Member Reflections on the Board Shared AgreementsFor the record, no sharing.

D-1, PRESENT and DISCUSS Goals and Guardrails Monitoring Process

For the record, Sue Deigaard and Greg Klein facilitated the Board Training on Goals and Guardrails Monitoring and discussed the following:

- 1. What is goal monitoring?
- 2. How is goal monitoring beneficial?
- 3. What is an effective goal monitoring report?

For the record Trustee Islas left the meeting at 8:59 p.m.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 9:16 p.m.

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolution 25-66, Proclaiming April 2025 Autism Acceptance Month

ITEM DESCRIPTION: Included in the Board material is Resolution 25-66, Proclaiming April 2025 as Autism Acceptance Month. The Center for Disease Control reports that more children are being diagnosed on the autism spectrum resulting in rates as high as one in 36 children nationally. The Center for Disease Control reports that one in 22 four-year-old children in California are on the Autism Spectrum.

The Center for Disease Control reports:

- Boys are four times more likely to be diagnosed with autism than girls
- Most children were still being diagnosed after age four, though autism can be reliably diagnosed as early as age two
- Autism affects all ethnic and socioeconomic groups
- Minority groups tend to be diagnosed later and less often

While there is no cure for autism, early diagnosis and intervention programs lead to significantly improved outcomes for individuals with autism.

The Autism Society of America announced the suggestion to shift in terminology from "Autism Awareness" to "Autism Acceptance". Autism acceptance recognizes the inclusion of individuals with autism rather than being aware that someone has autism.

During the month of April, the Fresno Unified School District urges all schools and individual citizens to participate in Autism Acceptance Month.

FINANCIAL SUMMARY: There is no fiscal impact on 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 (Mar 31, 2025 16:49 PDT)

Carlos Castillo (Mar 31, 2025 16:49 PDT)

BOARD OF EDUCATION

Valerie F. Davis, President Veva Islas, Clerk Claudia Cazares Elizabeth Jonasson Rosas Andy Levine Keshia Thomas Susan Wittrup



Mao Misty Her



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

In the Matter of Proclaiming)	RESOLUTION No.	25-66
The Month of April 2025)		
Autism Acceptance Month)		

WHEREAS, Autism is a neurodevelopmental disorder that may cause significant impairments in language, communication, social interactions, and repetitive behaviors. The Center for Disease Control reports that more children are being diagnosed with Autism resulting in rates as high as 1 in thirty-six children nationally; and

WHEREAS, while there is no cure for Autism, early diagnosis and evidence-based interventions lead to significantly improved outcomes for individuals with Autism; and

WHEREAS, the Fresno Unified School District is proud of its schools and community for being student centered and committed to developing programs and services that meet the diverse academic and social emotional needs of the entire student body, including those with autism; and

WHEREAS, given the wide-ranging implications of autism, the Fresno Unified School District recognizes the importance of increasing public awareness of the need to support individuals with autism and the family members, educators, and other professionals who teach and care for individuals with autism;

NOW, THEREFORE, BE IT RESOLVED: that the Board of Education of Fresno Unified School District designates the month of April as Autism Acceptance Month and urges all schools and individual citizens to participate in autism acceptance activities to become better educated about autism and create a better community for individuals with autism.

ADOPTED this 23rd day of April by the Board of Education of Fresno Unified School District, by the following vote:

AYE:	<u> </u>					

NOES:	
ABSENT:	
Valerie F Davis Board President	Man Misty Her Interim Superintendent

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Enrollment Application and Fee Schedule Acknowledgment for the Children and

Youth Behavioral Health Initiative

ITEM DESCRIPTION: Included in the Board material is the Children and Behavioral Health Initiative

enrollment application and fee schedule acknowledgment.

The Children and Youth Behavioral Health Initiative (CYBHI) is a five-year initiative that aims to expand access to school behavioral health services by implementing a new and sustainable source of funding for behavioral health services, covered by insurance provided to students at a school site.

CYBHI will allow Local Education Agencies (LEA) to obtain reimbursement from Medi-Cal, commercial health plans, and disability insurers, which are obligated under state law to reimburse eligible school based and school linked providers. It is important to note that this program does not replace the current LEA Billing Option Program Medi-Cal program but will increase reimbursement for services outside of a student's Individualized Educational Plan (IEP).

The Department of Health Care Services is establishing a statewide multi-payer school linked fee schedule. This fee schedule will define the scope of services, including outpatient mental health and substance use disorder services, identify applicable billing codes and rates, and specify provider types eligible to bill for services.

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

PREPARED BY: Rita Baharian

DIVISION: Diversity, Equity, and Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

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



Contract Routing Form Contract Attached

Contract Number: 242134	Federal Funding Will Not Be Used
Department Of Health Care Services	Sacramento, Ca
Vendor Name	Address
5594576226	Dhcs Representative
Phone Number	Vendor Contact
Term (Duration) From: 4/24/2025	Through: 6/30/2030
FUSD Contract Administrator:	
Pamela.Bartlett@fresnounified.org	Health Services
Name	Site/Dept
Budget (Fund-Unit-DeptActivity-Function-Object)	
Contract Amount: \$0.00	Authorized as Not to Exceed
Scope of Work Summary: Cybhi Fee Schedule Participat Application For Enrollment Or Continued Enrollment In The (Cybhi) Fee Schule Program. This Agreement Is Effective Fro Provider By Dhcs Or The Date The District Is Approved For C	Children & Youth Behavioral Health Initiative m The Date The District Is Enrolled As A
FUSD contract administrator acknowledges all individuals providing the requirements of the "Michelle Montoya" Act, as required therein	
Routing Order:	
1) Reviewed & approved by Department:	Pamela Bartlett
2) Reviewed & approved by Cabinet Level:	
	Carlos Castillo
3) Reviewed & approved by Risk Management:	Hore of h
4) Reviewed & approved by Chief Financial Officer:	
Please return signed agreement back to (name/email): Florencia.Venturadolores@Fresnounified.O	r g
Routing:BOE Board Date(if applicable):	
Procurement Detail zero	

2309 Tulare Street, Fresno, CA 93721

www.fresnounified.org

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CYBHI FEE SCHEDULE PARTICIPATION PROVIDER AGREEMENT – LOCAL EDUCATIONAL AGENCIES

Application for Enrollment or Continued Enrollment in the Children and Youth Behavioral Health Initiative (CYBHI) Fee Schedule Program

Do not leave any questions, lines, etc. blank. Enter N/A if not applicable to your organization.

		Date 3.13.25		
Legal name of applicant or provider (hereinafter jointly referred to as "Provider") Fresno Unified School District Business nam name)		ne (if different than legal		
Provider number (NPI) 1033291331		Business Telephone Number (559) 457-3000		
Business address (number, street) 2309 Tulare Street	City Fresno	State CA	Zip code 93721	
Mailing address (number, street) 2309 Tulare Street	City Fresno	State CA	Zip code 93721	
Pay-to address (number, street) 2309 Tulare Street	City Fresno	State CA	Zip code 93721	
Taxpayer Identification Number ¹ 946002206				

EXECUTION OF THIS CYBHI PROVIDER PARTICIPATION AGREEMENT BETWEEN AN APPLICANT OR PROVIDER (HEREINAFTER JOINTLY REFERRED TO AS "PROVIDER") AND THE DEPARTMENT OF HEALTH CARE SERVICES (HERINAFTER "DHCS") IS MANDATORY FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE CYBHI FEE SCHEDULE PROGRAM, PURSUANT TO THE WELFARE AND INSTITUTIONS CODE, SECTION 5961.4, AND THE MEDI-CAL PROGRAM, PURSUANT

¹ The taxpayer identification number may be a Taxpayer Identification Number (TIN) or a social security number for sole proprietors.

TO 42 UNITED STATES CODE, SECTION 1396a(a)(27), TITLE 42, CODE OF FEDERAL REGULATIONS, SECTION 431.107, WELFARE AND INSTITUTIONS CODE, SECTION 14043.2, AND TITLE 22 OF THE CALIFORNIA CODE OF REGULATIONS, SECTION 51000.30(a)(2).

EXECUTION OF THIS CYBHI FEE SCHEDULE PROVIDER AGREEMENT HAS THE EFFECT OF ENROLLING THE PROVIDER IN THE MEDI-CAL PROGRAM. AS A CONDITION FOR PARTICIPATION OR CONTINUED PARTICIPATION AS A PROVIDER IN THE CYBHI FEE SCHEDULE PROGRAM AND THE MEDI-CAL PROGRAM, PROVIDER AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND ALL OF THE FOLLOWING TERMS AND CONDITIONS, AND WITH ALL OF THE TERMS AND CONDITIONS INCLUDED ON ANY ATTACHMENT(S)HERETO, WHICH IS/ARE INCORPORATED HEREIN BY REFERENCE.

A. CYBHI FEE SCHEDULE PROGRAM LEGAL CONTEXT

- 1. Pursuant to Welfare and Institutions (W&I) Code section 5961.4, DHCS developed the statewide school-linked fee schedule (hereinafter CYBHI Fee Schedule) program and provider network to reimburse providers for the provision of outpatient mental health and substance use disorder services furnished to a student, 25 years of age or younger, at a schoolsite.²
- 2. Each Medi-Cal Managed Care Plan (hereinafter MCP) and the Medi-Cal Fee-for-Service Delivery System, pursuant to the W&I Code section 5961.4, health care service plan, pursuant to Health and Safety (H&S) Code section 1374.722, and disability insurer, pursuant to Insurance Code section 10144.53, shall reimburse providers of medically necessary outpatient mental health or substance use disorder treatment provided at a schoolsite to a student 25 years of age or younger who is an enrollee of the plan or delivery system.
- 3. Provider will be reimbursed at the published fee schedule rates³ for the provision of medically necessary outpatient mental health and substance use disorder services furnished to a student under the age of 25 at a schoolsite.

² Schoolsite means a facility or location used for public kindergarten, elementary, secondary, or postsecondary purposes. "School site" also includes a location not owned or operated by a public school, or public school district, if the school or school district provides or arranges for the provision of medically necessary treatment of a mental health or substance use disorder to its students at that location, including off-campus clinics, mobile counseling services, and similar locations. See H&S Code § 1374.722(b)(6).

³ CYBHI Fee Schedule, including applicable rates, is published on the DHCS website: https://www.dhcs.ca.gov/CYBHI/Pages/Fee-Schedule.aspx

4. Pursuant to W&I Code section 5961.4(e), this Agreement does not relieve a local educational agency or institution of higher education from requirements to accommodate or provide services to students with disabilities pursuant to any applicable state or federal law, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.

B. MEDI-CAL AND GENERAL TERMS AND CONDITIONS

- 1. Term and Termination. This Agreement will be effective from the date applicant is enrolled as a provider by DHCS, or, from the date Provider is approved for continued enrollment. Provider may terminate this Agreement by providing DHCS with written notice of intent to terminate, which termination shall result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program unless and until such time as Provider is re-enrolled by DHCS in the Medi-Cal program. DHCS may immediately terminate this Agreement for cause if Provider is suspended/excluded for any of the reasons set forth in Paragraph 26(a) below, which termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedures Act) from further participation in the Medi-Cal program and the CYBHI Fee Schedule program. During any period in which Provider is on provisional provider status or preferred provisional provider status, DHCS may terminate this agreement for any of the grounds stated in W&I Code section 14043.27(c).
- 2. Compliance with Laws and Regulations. Provider agrees to comply with all applicable federal and state laws and regulations, including applicable provisions of Chapters 7 and 8 of the Welfare and Institutions Code (commencing with Sections 14000 and 14200), any applicable rules or regulations promulgated by DHCS pursuant to these Chapters or pursuant to the W&I Code (commencing with Section 5961), the Medi-Cal Provider Manual; ⁴ the CYBHI Fee Schedule Manual; and Education Code, Division 1, Part 6, Chapter 5, Articles 1, 2, 3 and 4 and Section 49400. Provider further agrees that if it violates any of the provisions of Chapters 7 and 8 of the Welfare and Institutions Code, or any other regulations

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⁴ https://mcweb.apps.prd.cammis.medi-cal.ca.gov/publications/manual

- promulgated by DHCS pursuant to these Chapters, it may be subject to any and all sanctions or other remedies available to DHCS. Provider further agrees to comply with all federal laws and regulations governing and regulating Medicaid providers.
- 3. National Provider Identifier (NPI). Provider agrees not to submit any claims to DHCS using an NPI unless that NPI is appropriately registered with the National Provider and Practitioner Enumeration System (NPPES) and is in compliance with all NPI requirements established by the Centers for Medicare and Medicaid Services (CMS) as of the date the claim is submitted. Provider agrees that submission of an NPI to DHCS as part of an application to use that NPI to obtain payment constitutes an implied representation that the NPI submitted is appropriately registered and in compliance with all CMS requirements at the time of submission. Provider also agrees that any subsequent defect in registration or compliance of the NPI constitutes an "addition or change in the information previously submitted" which must be reported to DHCS under the requirements of California Code of Regulations, title 22, section 51000.40.
- **4. Forbidden Conduct.** Provider agrees that it shall not engage in conduct inimical to the public health, morals, welfare and safety of any eligible student member, or the fiscal integrity of the Medi-Cal program or the CYBHI Fee Schedule program.
- **5. Nondiscrimination.** Provider agrees that it shall not exclude or deny aid, care, service or other benefits available under Medi-Cal or the CYBHI Fee Schedule program or in any other way discriminate against a person because of that person's race, color, ancestry, marital status, national origin, gender, age, economic status, physical or mental disability, political or religious affiliation or beliefs in accordance with California and federal laws. Provider further agrees that it shall provide aid, care, service, or other benefits available under Medi-Cal to Medi-Cal beneficiaries in the same manner, by the same methods, and at the same scope, level, and quality as provided to the general public.
- **6. Licensing.** To the extent applicable, Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, valid and unexpired license(s), certificate(s), or other approval(s) to provide health care services, which is appropriate to the services, goods, supplies, and merchandise being provided, if required by the state or locality in which Provider is located, or by the Federal Government. Provider further agrees that DHCS shall automatically suspend Provider as a provider in the Medi-Cal program pursuant to W&I section 14043.6, if Provider has license(s),

certificate(s), or other approval(s) to provide health care services, which are revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s), or approval(s) while a disciplinary hearing on that/those license(s), certificate(s), or approval(s) was pending. Such suspension shall be effective on the date that Provider's license, certificate, or approval was revoked, suspended, lost, or surrendered. Provider further agrees to notify DHCS within ten business days of learning that any restriction has been placed on, or of a suspension of Provider's license, certificate, or other approval to provide health care. Provider further agrees to provide DHCS complete information related to any restriction to, or revocation or loss of, Provider's license, certificate, or other approval to provide health care services.

- **7. Insurance.** Provider agrees to possess at the time this Agreement becomes effective, and to maintain in good standing throughout the term of this Agreement, liability insurance for the business address and, if a licensed practitioner, professional liability (malpractice) insurance coverage from an authorized insurer pursuant to Insurance Code section 700.
- 8. Record Keeping and Retention. Provider agrees to make, keep and maintain in a systematic and orderly manner, and have readily retrievable, such records as are necessary to fully disclose the type and extent of all services, goods, supplies, and merchandise provided to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, including, but not limited to, the records described in section 51476 of Title 22, California Code of Regulations, and the records described in section 431.107 of Title 42 of the Code of Federal Regulations. Provider further agrees that such records shall be made at or near the time at which the services, goods, supplies, and merchandise are delivered or rendered, and that such records shall be retained by Provider in the form in which they are regularly kept for a period of ten years from the date the goods, supplies, or merchandise were furnished or the services rendered.
- 9. DHCS, AG and Secretary Access to Records; Copies of Records. Provider agrees to make available, during regular business hours, all pertinent financial records, all records of the requisite insurance coverage, and all records concerning the provision of health care services to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, to any duly authorized representative of DHCS, the California Attorney General's Medi-Cal Fraud Unit ("AG"), and the Secretary of the United States CMS (Secretary). Provider further agrees to

- provide, if requested by any of the above, copies of the records and documentation, and that failure to comply with any request to examine or receive copies of such records shall be grounds for immediate suspension of Provider from participation in the Medi-Cal program. Provider will be reimbursed for reasonable copy costs as determined by DHCS, AG or Secretary.
- **10.Confidentiality of Member Information.** Provider agrees that all medical records of CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, made or acquired by Provider shall be confidential and shall not be released without the written consent of the member or his/her personal representative, or as otherwise authorized by law.
- 11. Disclosure of Information to DHCS. Provider agrees to disclose all information as required in Federal Medicaid laws and regulations and any other information required by DHCS, and to respond to all requests from DHCS for information. Provider further agrees that the failure of Provider to disclose the required information, or the disclosure of false information shall, prior to any hearing, result in the denial of the application for enrollment or shall be grounds for termination of enrollment status or suspension from the Medi-Cal program, which shall include deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program or the CYBHI Fee Schedule program. Provider further agrees that all bills or claims for payment to DHCS, or its designee, by Provider shall not be due and owing to Provider for any period(s) for which information was not reported or was reported falsely to DHCS, or its designee. Provider further agrees to reimburse those CYBHI Fee Schedule program reimbursements received during any period for which information was not reported, or reported falsely, to DHCS.
- **12.Information Regarding Subcontractors and Suppliers.** As applicable, Provider agrees to submit, within 35 days of the date on a request by the Secretary or DHCS, the Medicaid agency, full and complete information about the ownership of any subcontractor with whom the provider has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.
- **13.Background Check.** Provider agrees that DHCS may conduct a background check on Provider for the purpose of verifying the accuracy of the information provided in the application and in order to prevent fraud or abuse. The background check may include, but not be limited to, the following: (1) on-site

- inspection prior to enrollment; (2) review of medical and business records; and, (3) data searches.
- 14. Unannounced Visits by DHCS, AG and Secretary. Provider agrees that DHCS, AG and/or Secretary may make unannounced visits to Provider, at any of Provider's business locations, before, during or after enrollment, for the purpose of determining whether enrollment, continued enrollment, or certification is warranted, to investigate and prosecute fraud against the Medi-Cal program or the CYBHI Fee Schedule program, to investigate complaints of abuse and neglect of patients in health care facilities receiving payment under the Medi-Cal program or the CYBHI Fee Schedule program, and/or as necessary for the administration of the Medi-Cal program and/or the fulfillment of the AG's powers and duties under Government Code section 12528. Premises subject to inspection include billing agents, as defined in W&I Code section 14040.1. Failure to permit inspection by DHCS, AG or Secretary or any agent, investigator or auditor thereof, shall be grounds for immediate suspension of provider from participation in the Medi-Cal program and the CYBHI Fee Schedule program.
- 15. Provider Fraud and Abuse. Provider agrees that it shall not engage in or commit fraud or abuse. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or herself or some other person. It includes any act that constitutes fraud under applicable federal or state law. "Abuse" means either: (1) practices that are inconsistent with sound fiscal or business practices and result in unnecessary cost to the Medicare program, the Medi-Cal program, another state's Medicaid program, or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state; (2) practices that are inconsistent with sound medical practices and result in reimbursement by the Medi-Cal program, the CYBHI Fee Schedule program or other health care programs operated, or financed in whole or in part, by the Federal Government or any state or local agency in this state or any other state, for services that are unnecessary or for substandard items or services that fail to meet professionally recognized standards for health care.
- **16.Investigations of Provider for Fraud or Abuse.** Provider certifies that, at the time this Agreement was signed, it was not under investigation for fraud or abuse pursuant to Subpart A (commencing with Section 455.12) of Part 455 of Title 42 of the Code of Federal Regulations or under investigation for fraud or abuse by any other government entity. Provider further agrees to notify DHCS within ten

business days of learning that it is under investigation for fraud or abuse. Provider further agrees that it shall be subject to temporary suspension pursuant to W&I section 14043.36(a), which shall include temporary deactivation of all provider numbers used by Provider to obtain reimbursement from the Medi-Cal program or the CYBHI Fee Schedule program, if it is discovered by DHCS that Provider is under investigation for fraud or abuse. Provider further agrees to cooperate with and assist DHCS and any state or federal agency charged with the duty of identifying, investigating, sanctioning, or prosecuting suspected fraud and abuse.

- 17. Provider Fraud or Abuse Convictions and/or Civil Fraud or Abuse Liability.
 - Provider certifies that it and its owners, officers, directors, employees, and agents, has not: (1) been convicted of any felony or misdemeanor involving fraud or abuse in any government program, within the last ten years; or (2) been convicted of any felony or misdemeanor involving the abuse of any patient; or (3) been convicted of any felony or misdemeanor substantially related to the qualifications, functions, or duties of a provider; or (4) entered into a settlement in lieu of conviction for fraud or abuse, within the last ten years; or, (5) been found liable for fraud or abuse in any civil proceeding, within the last ten years. Provider further agrees that DHCS shall not enroll Provider if within the last ten years, Provider has been convicted of any felony or any misdemeanor involving fraud or abuse in any government program, has entered into a settlement in lieu of conviction for fraud or abuse, or has been found liable for fraud or abuse in any civil proceeding.
- **18.Changes to Provider Information.** Provider agrees to keep its application for enrollment in the Medi-Cal program or the CYBHI Fee Schedule program current by informing DHCS, Provider Enrollment Division, in writing on a form or forms to be specified by DHCS, within 35 days of any changes to the information contained in its application for enrollment, its disclosure statement, this Agreement, and/or any attachments to these documents.
- 19.Prohibition of Rebate, Refund, or Discount. Provider agrees that it shall not offer, give, furnish, or deliver any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal member or CYBHI Fee Schedule program beneficiary. Provider further agrees that it shall not solicit, request, accept, or receive, any rebate, refund, commission preference, patronage dividend, discount, or any other gratuitous consideration, in connection with the rendering of health care services to any Medi-Cal member.

- Provider further agrees that it will not take any other action or receive any other benefit prohibited by state or federal law.
- **20.Member Billing.** Provider agrees that it shall not submit claims to or demand or otherwise collect reimbursement from a CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or from other persons on behalf of the program beneficiary, for any service included in the CYBHI Fee Schedule program's scope of benefits.
- **21.Compliance with Billing and Claims Requirements.** Provider agrees that it shall comply with all of the billing and claims requirements set forth in the Welfare and Institutions Code and its implementing regulations, and the Medi-Cal provider manual.
- **22.Payment from CYBHI Fee Schedule Program Shall Constitute Full Payment.**Provider agrees that payment received from a payer of responsibility in accordance with CYBHI Fee Schedule program shall constitute payment in full.
- 23. Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act (42 USC 1396a(a)(68)), set forth in that subsection and as the federal Secretary of Health and Human Services (HHS) may specify.
- **24.Termination of Provisional Provider or Preferred Provisional Provider Status.**Provider agrees that, while it is on provisional provider status or preferred provisional provider status, the provider will be subject to immediate termination of its provisional provider status or preferred provisional provider status and disenrollment from the Medi-Cal program or the CYBHI Fee Schedule program in the following circumstances:
 - a. The provider, persons with an ownership or control interest in the provider, or persons who are directors, officers, or managing employees of the provider have been convicted of any felony, or convicted of any misdemeanor involving fraud or abuse in any government program, related to neglect or abuse of a patient in connection with the delivery of a health care item or service, or in connection with the interference with, or obstruction of, any investigation into health care related fraud or abuse, or have been found liable for fraud or abuse in any civil proceeding, or have entered into a settlement in lieu of conviction for fraud or abuse in any

- government program within 10 years of the date of the application package.
- b. There is a material discrepancy in the information provided to DHCS, or with the requirements to be enrolled in the Medi-Cal program, that is discovered after provisional provider status or preferred provisional provider status has been granted and that cannot be corrected because the discrepancy occurred in the past.
- c. The provider has provided material information that was false or misleading at the time it was provided.
- d. The provider failed to have an established place of business at the business address for which the application package was submitted at the time of any onsite inspection, announced or unannounced visit, or any additional inspection or review conducted pursuant to this article or a statute or regulation governing the Medi-Cal program, unless the practice of the provider's profession or delivery of services, goods, supplies, or merchandise is such that services, goods supplies, or merchandise are rendered or delivered at locations other than the business address and this practice of delivery of services, goods, supplies, or merchandise has been disclosed in the application package approved by the department when the provisional provider status of preferred provisional provider status was granted.
- e. The provider fails to possess either of the following:
 - i. The appropriate licenses, permits, certificates, or other approvals needed to practice the profession or occupation, or provide the services, goods, supplies, or merchandise the provider identified in the application package approved by the department when the provisional provider status or preferred provisional provider status was granted and for the location for which the application was submitted.
 - ii. The business or zoning permits or other approval necessary to operate a business at the location identified in its application package approved by the department when the provisional provider status or preferred provisional provider status was granted.
- f. The provider commits any violation of a federal or state statute or regulation governing the Medi-Cal program, the CYBHI Fee Schedule program, or of a statute or regulation governing the provider's profession or occupation and the violation represents a threat of immediate jeopardy

- or significant harm to any CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or to the public welfare.
- g. The provider submits claims for payment that subject a provider to suspension under W&I Code section 14043.61.
- h. The provider submits claims for payment for services, goods, supplies, or merchandise rendered at a location other than the location for which the provider number was issued, unless services are rendered at a location that meets the definition of a schoolsite in the H&S Code section 1374.722(b)(6).
- i. The provider has not paid its fine, or has a debt due and owing, including overpayments and penalty assessments, to any federal, state, or local government entity that relates to Medicare, Medicaid, Medi-Cal, or any other federal or state health care program, including the CYBHI Fee Schedule program, and has not made satisfactory arrangements to fulfill the obligation or otherwise been excused by legal process from fulfilling the obligation.
- 25.Provider Suspension; Appeal Rights; Reinstatement. Provider agrees that it is to be subject to the following suspension actions. Provider further agrees that the suspension by DHCS of Provider shall include deactivation of all of Provider's provider numbers and shall preclude Provider from submitting claims for payment, either personally or through claims submitted by any individual, clinic, group, corporation, or other association to the Medi-Cal program and the CYBHI Fee Schedule program for any services, supplies, goods, or merchandise that provider has provided directly or indirectly to a Medi-Cal member, except for services, supplies, goods, or merchandise provided prior to the suspension.
 - a. Automatic Suspensions/Mandatory Exclusions. DHCS shall automatically suspend Provider under the following circumstances:
 - i. Upon notice from the Secretary of the United States Department of Health and Human Services that Provider has been excluded from participation in the Medicare or Medicaid programs. No administrative appeal of a suspension on this ground shall be available to Provider. (W&I Code section 14123(b), (c).)
 - ii. If Provider has license(s), certificate(s), or other approval(s) to provide health care services, revoked or suspended by a federal, California, or another state's licensing, certification, or approval authority, has otherwise lost that/those license(s), certificate(s), or approval(s), or has surrendered that/those license(s), certificate(s),

- or approval(s) while a disciplinary hearing on that license, certificate, or approval was pending. (W&I Code section 14043.6.)
- iii. If Provider is convicted of any felony or any misdemeanor involving fraud, abuse of the Medi-Cal program or any patient, or otherwise substantially related to the qualifications, functions, or duties of a provider of service. Suspension following conviction is not subject to the proceedings under W&I Code section 14123(c). However, the director may grant an informal hearing at the request of the provider to determine in the director's sole discretion if the circumstances surrounding the conviction justify rescinding or otherwise modifying the suspension.
- b. Permissive Suspensions/Permissive Exclusions. DHCS may suspend Provider under the following circumstances:
 - i. Provider violates any of the provisions of Chapter 7 of the W&I Code (commencing with Section 14000 except for Sections 14043– 14044), or Chapter 8 (commencing with Section 14200) or any rule or regulations promulgated by DHCS pursuant to those provisions. Administrative appeal pursuant to H&S Code, Section 100171. (W&I Code section 14123(a), (c).)
 - ii. Provider fails to comply with DHCS' request to examine or receive copies of the books and records pertaining to services rendered to CYBHI Fee Schedule program beneficiaries, including Medi-Cal members. Administrative appeal pursuant to H&S Code section 100171. (W&I Code section 14124.2.)
- **26.Legislative and Congressional Changes.** Provider agrees that this Agreement is subject to any future additional requirements, restrictions, limitations, or conditions enacted by the California Legislature or the United States Congress which may affect the provisions, terms, conditions, or funding of this Agreement in any manner.
- **27.Provider Capacity.** Provider agrees that Provider, and the officers, directors, employees, and agents of Provider, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
- **28.Indemnification.** Provider agrees to indemnify, defend, and save harmless the State of California, its officers, agents, and employees, from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying services, materials, or supplies in connection with

- Provider's performance of this Agreement, and from any and all claims and losses accruing or resulting to any CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, or to any other person, firm, or corporation who may be injured or damaged by Provider in the performance of this Agreement.
- **29.Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.
- **30.Venue.** Venue for all actions, including federal actions, concerning this Agreement, lies in Sacramento County, California, or in any other county in which the California Department of Justice maintains an office.
- **31.Titles.** The titles of the provisions of this Agreement are for convenience and reference only and are not to be considered in interpreting this Agreement.
- **32.Severability.** If one or more of the provisions of this Agreement shall be invalid, illegal, void, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Either party having knowledge of such a provision shall promptly inform the other of the presumed non-applicability of such provision. Should the nonapplicable provision go to the heart of this Agreement, the Agreement shall be terminated in a manner commensurate with the interests of both parties.
- **33.Assignability.** Provider agrees that it has no property right in or to its status as a Provider in the Medi-Cal program or in or to the provider number(s) assigned to it, and that Provider may not assign its provider number for use as a Medi-Cal provider, or in the CYBHI Fee Schedule program, or any rights and obligations it has under this Agreement except to the extent purchasing owner is joining this provider agreement with successor liability with joint and several liability.
- **34.Waiver.** Any action or inaction by DHCS or any failure of DHCS on any occasion, to enforce any right or provision of this Agreement, shall not be interpreted to be a waiver by DHCS of its rights hereunder and shall not prevent DHCS from enforcing such provision or right on any future occasion. The rights and remedies of DHCS herein are cumulative and are in addition to any other rights or remedies that DHCS may have at law or in equity.
- **35.Complete Integration.** This Agreement, including any attachments or documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of this Agreement.
- **36.Amendment.** No alteration or variation of the terms or provisions of this Agreement shall be valid unless made in writing and signed by the parties to this

- Agreement, and no oral understanding or agreement not set forth in this Agreement, shall be binding on the parties to this Agreement.
- **37.Provider Attestation.** Provider agrees that all information it submits on the application form for enrollment, this Agreement, and all attachments or changes to either, is true, accurate, and complete to the best of Provider's knowledge and belief. Provider further agrees to sign the application form for enrollment, this Agreement, and all attachments or changes to either, under penalty of perjury under the laws of the State of California.

C. CYBHI FEE SCHEDULE TERMS AND CONDITIONS

- 1. Compliance with the CYBHI Fee Schedule Program Manual. As a condition of participation in the CYBHI Fee Schedule program, Provider will comply with provisions of the CYBHI Fee Schedule Program Manual promulgated by DHCS pursuant to W&I Code section 5961(g).
- **2. Third-Party Administrator (TPA).** DHCS contracted with a TPA entity to administer and oversee the CYBHI Fee Schedule Program.
 - a. Provider will timely execute necessary Memoranda of Understanding (MOUs) and Data-Use Agreements, as applicable, with the TPA entity to establish a contractual relationship with the TPA entity, as DHCS' delegate.
 - b. Provider will timely submit data, information, and documentation, as specified by the TPA entity, necessary to enable the TPA entity to administer the CYBHI Fee Schedule program.
 - c. Provider will timely respond to requests for additional information from the TPA entity and/or DHCS.
 - d. Provider will transmit service claims for reimbursement, student health insurance information, and designated provider and practitioner data to the TPA entity.
 - e. By submitting such data and information, including claims, Provider attests, to the best of their knowledge, to the accuracy, completeness, and truthfulness of data and information transmitted to the TPA entity.
 - f. To the extent that Provider has a contract for services with a MCP, health care service plan, or insurer, Provider will submit claims for services rendered pursuant to such a contract to the MCP, health care service plan or insurer directly.
 - i. If such a contract exists with one or more MCPs, health care service plans, or insurers, Provider will notify, in writing, the TPA

entity via contact information provided by the TPA entity and DHCS via email to <u>DHCS.SBS@dhcs.ca.gov</u>.

3. Designated Providers and Practitioners.

- a. Provider will ensure that all CYBHI Fee Schedule covered services are furnished by qualified practitioners acting within their scope of practice, in accordance with 22 CCR section 50000. et. seq.; Business and Professions (B&P) Code sections 500 through 4999.129 and Education (Ed.) Code section 44000.
- b. Provider will, on a monthly basis or another frequency specified by the TPA entity, in a format specified by the TPA entity, submit a designated provider and practitioner roster to the TPA entity. Designated providers and practitioners may include any or all of the following:
 - i. Provider's employees that are Pupil Personnel Services Credentialed practitioners, licensed mental health professionals, Community Health Workers, Wellness Coaches, or other qualified professionals eligible to furnish services under the CYBHI Fee Schedule program.
 - ii. Entities, including organizational providers or sole practitioners, contracted by Provider to furnish behavioral health services to students on Provider's behalf.
 - iii. Entities, including organizational providers or sole practitioners, that are not under contract but are affiliated with Provider, whereby Provider makes referrals, directly or indirectly, to the entity for medically necessary services covered under the CYBHI Fee Schedule program.
- c. Provider will submit a complete roster to the TPA entity no later than the 15th day of each month for the following month.
- d. Designated providers and practitioners must be identified by Provider on the monthly provider roster in order to be eligible for reimbursement under the CYBHI Fee Schedule program for claims with dates of service during that month.
- e. If Provider requests a modification to its monthly roster, Provider may make such request, in writing, to the TPA entity.
- f. Affiliated providers and practitioners, not employed or contracted by Provider to act on Provider's behalf, must be enrolled in the Medi-Cal program to be eligible for reimbursement under the CYBHI Fee Schedule program.

- g. All designated providers or practitioners must maintain good standing to participate in the Medi-Cal program.
- h. All designated provider organizations, either contracted or affiliated with Provider, must have a Type II NPI number, which must be included on any claims for reimbursement.
- i. All designated rendering practitioners must, if applicable, have a Type I NPI number, which shall be included on any claims for reimbursement.
- j. Provider will ensure that all Ordering, Referring and Prescribing (hereinafter "ORP") practitioners, to the extent there exists an enrollment pathway, are enrolled in the Medi-Cal program through DHCS' Provider Application and Validation for Enrollment (PAVE) provider enrollment system.
- **4. Eligible Members.** The CYBHI Fee Schedule program covers medically necessary behavioral health services provided to students, under the age of 26, enrolled in a Medi-Cal MCP, Medi-Cal FFS, a health care service plan, or a disability insurer.
 - a. Behavioral health services furnished to students not enrolled in one of the mandated plan or insurers, on the date that the service was furnished, are not eligible for reimbursement under the CYBHI Fee Schedule program.
 - b. H&S Code section 1374.722 provides that services provided pursuant to its provisions shall not be subject to copayment, coinsurance, deductible, or any other form of cost sharing.
 - i. High deductible health plans (HDHPs) that qualify for Health Savings Accounts (HSAs) under section 223 of the Internal Revenue Code (IRC) may not provide benefits for nonpreventive-care services until the applicable deductible(s) are met.
 - ii. Application of H&S Code section 1374.722 shall not disqualify or otherwise disrupt an HDHP from meeting the requirements of the IRC or its implementing rules as they relate to HSA eligibility.
 - iii. For enrollees of HDHPs otherwise qualifying under section 223 of the IRC, health care service plans shall not reimburse for services covered under H&S Code section 1374.722 unless (a) the applicable IRC deductible has been met, or (b) the service is for preventive care, as that term is used by the federal government for purposes of implementing IRC section 223 of

- the . If the TPA determines that claims for a member enrolled in a HDHP are not eligible for reimbursement, Provider will be notified by the TPA entity and the claim will be rejected.
- c. Students enrolled in the Medi-Cal program, if required, must meet any applicable Share of Cost (SOC) requirements before Provider is eligible to receive reimbursement for services furnished to that student.⁵ If the TPA determines that a Medi-Cal member has not met SOC requirements, Provider will be notified by the TPA entity and the claim will be rejected.
- **5. Student Health Insurance Information.** Provider will collect and transmit student health insurance information for eligible members to the TPA entity.
 - a. Provider must establish policies and procedures for collecting, storing and transmitting student health insurance information to the TPA entity. Provider's policies and procedures may include, but are not limited to, strategies for establishing systems and strategies to systematically collect student health insurance information from an eligible member and/or their authorized representative, as applicable; and/or, establishing systems and strategies to collect student health insurance information at the point of service. Provider must submit its policies and procedures to the TPA entity for review. Modifications to the Provider's policy may be subsequently submitted to the TPA entity, as applicable.
 - b. If Provider determines that a student has other health care coverage in addition to coverage provided by a CYBHI Fee Schedule mandated Medi-Cal MCP, health care service plan, or insurer, Provider must notify the TPA entity and comply with all state and federal requirements pertaining to third-party liability, this includes but is not limited to any policy directives issued by HHS and CMS and the standards found in 42 USC section 1396a (a) (25); 42 CFR section 433.139; W&I Code sections 14005, 14023.7, 14124.90; and 22 CCR sections 51005 and 50761, et. seq.

⁵ https://mcweb.apps.prd.cammis.medi-cal.ca.gov/assets/32F2D4C6-B1D5-4A83-B325-92E2C579C243/share.pdf?access_token=6UyVkRRfByXTZEWIh8j8QaYyIPyP5ULO

6. Scope of Services and Reimbursement Rates.

- a. Provider is eligible for reimbursement for medically necessary outpatient mental health and substance use disorder services furnished to a student 25 years of age or younger at a schoolsite.
 - i. Medically necessary treatment of a mental health or substance use disorder means a service addressing the specific needs of an individual, for the purpose of preventing, diagnosing, or treating an illness, injury, condition or symptoms.⁶
 - ii. For Medi-Cal students under the age of 21, the definition of medically necessary is to correct or ameliorate health defects, physical and mental illnesses, and conditions discovered by screening services.⁷
 - 1) Services are covered when they prevent a condition from worsening and/or prevent the development of additional health problems.
 - 2) Services that maintain or improve a child's current health condition are covered because they "ameliorate" a condition.
 - iii. For Medi-Cal members 21 years of age or older, a Medi-Cal service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.⁸
 - iv. The determination of whether a service is medically necessary1) must take into account the particular needs of the child; and,2) is made on a case-by-case basis.
- b. Specific services and procedure codes eligible for reimbursement under the CYBHI Fee Schedule Program are detailed in the CYBHI Fee Schedule Scope of Services, Codes and Reimbursement Rates, as well as the CYBHI Fee Schedule Program Manual, published on the DHCS website.⁹
- c. Claims for services will be reimbursed at the fee-for-service rates determined by DHCS pursuant to W&I Code section 5961.4(a) and

⁶ California H&S Code section 1374.72(a)(3)(A); California Insurance Code section 10144.5(a)(3)(A).

https://www.dhcs.ca.gov/services/Medi-Cal-For-Kids-and-Teens/Pages/Provider-Information.aspx

⁸ Refer to California W&I Code section 14184.402

⁹ https://www.dhcs.ca.gov/CYBHI/Pages/Fee-Schedule.aspx

- published in the CYBHI Fee Schedule Scope of Services, Codes and Reimbursement Rates document posted on DHCS' website.
- d. Provider will not seek reimbursement through the CYBHI Fee Schedule program for services furnished to a student, if the service is specified on an Individualized Educational Plan (IEP) or an Individualized Family Services Plan (IFSP), pursuant to any applicable state and federal law mandating Provider to accommodate or provide services to students with disabilities, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. section 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations.
- e. CYBHI Fee Schedule Program services are not subject to prior authorization requirements.¹⁰
- 7. Participation in the Local Educational Agency Billing Option Program (LEA BOP). If Provider opts to participate in both the CYBHI Fee Schedule program and the Local Educational Agency Billing Option Program (LEA BOP), Provider will ensure non-duplication of claims submitted for reimbursement.
 - a. As a condition of participation in both programs, Provider will submit claims for reimbursement to DHCS under the LEA BOP for behavioral health services specified on an Individualized Educational Plan (IEP) or an Individualized Family Services Plan (IFSP), pursuant to any applicable state and federal law mandating Provider to accommodate or provide services to students with disabilities, including, but not limited to, the federal Individuals with Disabilities Education Act (20 U.S.C. section 1400 et seq.), Part 30 (commencing with Section 56000) of Division 4 of Title 2 of the Education Code, Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code, and Chapter 3 (commencing with Section 3000) of Division 1 of Title 5 of the California Code of Regulations..
 - b. In accordance with any instructions provided by DHCS, Provider will furnish information to DHCS via the LEA BOP Cost and Reimbursement Comparison Schedule (CRCS) about CYBHI Fee Schedule reimbursements made to Provider for services rendered by

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¹⁰ Health and Safety Code § 1374.722(c)(1)

- practitioners in both the LEA BOP Participant Pool 1 and the CYBHI Fee Schedule program.
- c. Provider agrees to maintain good standing and comply with all LEA BOP and CYBHI Fee Schedule program requirements.

8. Compliance with Billing and Claims Requirements.

- a. Provider agrees that it shall comply with all billing and claims requirements set forth in the W&I Code and its implementing regulations, the Medi-Cal Provider Manual, and the CYBHI Fee Schedule Program Manual.
- b. Provider further agrees to comply with billing and claiming guidance issued by DHCS and/or the TPA entity, including, but not limited to instructions for claims formatting, required data elements, claims submission timelines, and transmission requirements.

9. Denials, Audits, Overpayments and Provider Disputes.

- a. DHCS, the TPA entity and/or a payer of responsibility under the CYBHI Fee Schedule program¹¹ may deny payment of a claim if the claim is deemed ineligible for reimbursement due to any of the following:
 - i. The claim is incomplete, inaccurate, or invalid.
 - ii. A duplicate claim was submitted for payment to the TPA entity, a payer of responsibility pursuant to state law, and/or DHCS.
 - iii. The furnishing provider and/or rendering practitioner is not eligible for reimbursement under the CYBHI Fee Schedule program. See section 3 above.
 - iv. The service was not provided by a health care provider appropriately licensed or authorized to provide the service.
 - v. If DHCS, the TPA entity, or a payer of responsibility reasonably determines that services were provided to a student not enrolled in the health plan on the date of service.
 - vi. The service was never performed.
 - vii. The service was not appropriately documented in Provider's record-keeping system (e.g., electronic health record, student education records).
 - viii. Fraud, waste, or abuse.
- b. DHCS, the TPA entity and/or a payer of responsibility may conduct a post-payment claim review and issue a notice of overpayment if it is

¹¹ Payers of responsibility include the Medi-Cal managed care plans, health care service plans, and disability insurers.

- determined, within a reasonable timeframe, that the claim was not eligible for payment due to one or more of the reasons specified in paragraph (a) above.
- c. Provider must return funds subject to recoupment pursuant to a notice of overpayment.
 - i. If the denial or recoupment is issued because it is determined that the student was not enrolled in the health plan on the date services were rendered and the student is subsequently covered by another payer of responsibility, the TPA entity will submit the claim for reimbursement to the new payer of responsibility if the determination is made within 180 days from the date of service.
- d. If Provider disputes the denial or notice of overpayment, it must timely notify the TPA entity in accordance with requirements set forth in the CYBHI Fee Schedule Program Manual.
- **10.Member Grievances and Appeals.** Provider must comply with state and federal requirements regarding member grievances and appeals, as specified in the CYBHI Fee Schedule Program Manual.
 - a. Provider agrees to provider member grievance and appeal data to the TPA entity and/or to the payer of responsibility.
- **11.Care Coordination.** Provider must agree to coordinate care delivery with the student's health plan or insurer and/or the county behavioral health agency when any of the following conditions are met:
 - a. The student is experiencing a mental health crisis or is a danger to themselves or others.
 - b. Provider is made aware by the student or the student's legal representative that the student is actively engaged in behavioral health services with a network provider of the plan or insurer.
 - c. Provider determines that the student requires a referral to a level of care that is not available or appropriate in the school-linked setting (e.g., inpatient or residential treatment).
 - d. Provider determines that the student would benefit from evidencebased therapies that Provider does not have the capacity, training, or licensure necessary to furnish.
 - e. The student requires continuation of services during a period when Provider is out-of-session (e.g., summer or winter holidays) or otherwise unable to provide timely access to medically necessary treatment.

- f. The student and/or the student's legal representative requests a referral.
- **12.Data-Sharing.** Provider agrees to share relevant and applicable treatment records and, when necessary, provide professional to professional consultation to ensure a student's community-based provider has the necessary documentation, information, and data necessary to provide clinically appropriate treatment to a student who is also receiving psychoeducation, screening, treatment and/or care coordination services from Provider.
 - a. Provider must obtain applicable consents from the student and/or the student's parent or guardian to share treatment records.

13. Privacy, Confidentiality and Consent.

- a. As a condition of participation, Provider must execute a Health Insurance Portability and Accountability Act (HIPAA) Business Associates Addendum (hereinafter BAA) as an attachment to this Agreement.
- b. Provider must adhere to all applicable federal and state laws and regulations pertaining to member confidentiality, integrity, and the availability of information that is received, created, processed, stored and transmitted by Provider pursuant to this Agreement. This includes, as applicable, but is not limited to the following:
 - i. The Health Insurance Portability and Accountability Act of 1996 (HIPAA);
 - ii. W&I Code sections 10850, 10850.1, 10850.2 and 14100.2;
 - iii. Information Practices Act of 1977 (Civil Code section 1798 et seq.);
 - iv. Confidentiality of Medical Information Act (California Civil Code section 56 et seq.);
 - v. California Consumer Privacy Act (CCPA);
 - vi. Family Educational Rights and Privacy Act (FERPA), as specified in 42 United States Code (USC) section 1320c-9; 20 USC section 1232g; 42 CFR section 431.300, et. seq.; 34 CFR sections 99.30, 99.31 and 300.154; W&I Code section 14100.2; 22 CCR section 51009; and Ed. Code sections 49060, and 49073 through 49079;
 - vii. Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance

- Portability and Accountability Act of 1996 (HIPAA) to Student Health Records;¹²
- viii. Confidentiality of Medical Information Act (CMIA);
- ix. California Civil (Civ.) Code section 56.10;
- x. DHCS Data De-identification Guidelines (DDG) v2.2 (https://www.dhcs.ca.gov/dataandstats/Pages/PublicReportingG uidelines.aspx); and,
- xi. Other requirements of state and federal law, including related regulations and published guidelines, to the extent that these authorities contain requirements applicable to the Provider pursuant to this Agreement.

c. Minor Consent.

- i. Notwithstanding any provision of law to the contrary, pursuant to H&S Code section 124260(b)(1) and the California Family (Fam.) Code 6924(b), a minor may consent to outpatient mental health treatment or counseling services if they are deemed by the attending professional person to be mature enough to participate intelligently in the treatment or counseling services and would present a danger of serious physical or mental harm to themselves or others without the treatment or counseling services.
- ii. Notwithstanding any provision of law to the contrary, the mental health treatment or counseling of a minor shall include involvement of the minor's parent or guardian, unless the professional person who is treating or counseling the minor, after consulting with the minor, determines that the involvement would be inappropriate. The professional person who is treating or counseling the minor shall state in the client record whether and when the person attempted to contact the minor's parent or guardian, and whether the attempt to contact was successful or unsuccessful, or the reason why, in the professional person's opinion, it would be inappropriate to contact the minor's parent or guardian.¹³

¹²https://studentprivacy.ed.gov/sites/default/files/resource_document/file/2019%20HIPAA%20FERPA%20Joint%20 Guidance%20508.pdf

¹³ H&S Code § 124260(c).

- **14.Documentation Standards and Reporting Requirements.** Provider agrees to comply with all documentation standards and reporting requirements specified in the CYBHI Fee Schedule Program Manual.
- **15.Language Access Requirements.** Provider agrees to comply with language access requirements pursuant to state and federal law.
 - a. When a bilingual practitioner is unavailable to provide services in a CYBHI Fee Schedule program beneficiary's preferred language, when the preferred language is a language other than English, Provider will provide access to language interpretation and translation services in all Medi-Cal threshold languages for CYBHI Fee Schedule program beneficiaries, including Medi-Cal members, and/or their parent or caregiver.
 - b. Provider represents and assures the State that all actions it takes pursuant to and in furtherance of the Agreement complies with the Americans with Disabilities Act (ADA) and all applicable regulations and guidelines issued pursuant to the ADA, which prohibits discrimination on the basis of disability.
 - c. Provider will ensure that deliverables developed and produced pursuant to the Agreement comply with federal and state laws, regulations, or requirements regarding accessibility and effective communication, including the ADA (42 USC section 12101, et. seq.), which prohibits discrimination on the basis of disability, and section 508 of the Rehabilitation Act of 1973 as amended (29 USC section 794(d)). Specifically, electronic and printed documents intended as public communications must be produced to ensure the visual-impaired, hearing-impaired, and other special needs audiences are provided material information in the formats needed to provide the most assistance in making informed choices. These formats include but are not limited to braille, large font, and audio.

D. CONSORTIA BILLING

- **1. Lead LEA.** If Provider is participating in a consortium for billing, as the lead LEA:
 - a. Prior to acting as the lead LEA on behalf of participating LEAs, Provider must submit an attestation letter to DHCS from each participating member LEA stating that:
 - i. Provider, as the lead LEA, is acting as the participating member LEA's agent;

- ii. Provider is authorized, on behalf of the participating member LEA, to handle all matters concerning the CYBHI Fee Schedule Program with DHCS and/or the TPA entity;
- iii. The participating member LEA has an executed CYBHI Fee Schedule Program PPA on file with DHCS;
- iv. If the participating member LEA is a HIPAA covered entity, a HIPAA business associate agreement is in place between Provider, as the lead LEA, and the participating member LEA;
- v. All personally identifiable data will be protected by FERPA and/or, if applicable, HIPAA; and,
- vi. Provider's authority is valid until the letter is replaced or revoked in writing by the participating member LEA (or if the letter expires, it is timely replaced).
- b. Prior to acting as the lead LEA on behalf of participating member LEAs, Provider must complete and submit to DHCS and/or the TPA entity, as specified, an executed CYBHI Fee Schedule Program Provider Participation Agreement Addendum A: Consortia Billing Agreement.
- **2. Participating member LEA.** If Provider is participating in a consortium for billing, as a participating member LEA:
 - a. Provider must execute this PPA.
 - b. Prior to requesting reimbursement from the Lead LEA, Provider must submit an attestation letter to the Lead LEA stating that:
 - i. Provider, as a participating member LEA, authorizes the Lead LEA to act as the participating member LEA's agent;
 - ii. Provider authorizes the Lead LEA to handle all matters concerning the CYBHI Fee Schedule program with DHCS and/or the TPA entity;
 - iii. If Provider is a HIPAA covered entity, Provider a HIPAA business associate agreement is in place between Provider and the Lead LEA;
 - iv. All personally identifiable data will be protected by FERPA and/or, if applicable, HIPAA; and,
 - v. The Lead LEA's authority is valid until the letter is replaced or revoked in writing by the participating member LEA (or if the letter expires, it is timely replaced).
- **3. Liability of Consortium or Other Designated Providers.** Provider agrees that, if it is a provider group or consortium for billing, the group or

consortium for billing, and each member of the group or consortium for billing, are jointly and severally liable for any breach of this Agreement, and that action by DHCS against any of the providers in the provider group or consortium for billing may result in action against all of the members of the provider group or consortium for billing.

E. COMPLIANCE AND PROGRAM INTEGRITY MONITORING

- 1. In addition to the specific auditing and oversight activities specified in Section B of this Agreement, Provider will be subject to regular CYBHI Fee Schedule program monitoring and clinical quality oversight requirements specified in the CYBHI Fee Schedule Program Manual.
- 2. Provider agrees to participate in monitoring activities and timely compliance with requests for data and information necessary to carry out monitoring activities.

(intentionally blank - continued next page)

F. DECLARATION

- 1. Provider agrees that compliance with the provisions of this agreement is a condition precedent to payment to Provider.
- 2. The parties agree that this agreement is a legal and binding contract and is fully enforceable in a court of competent jurisdiction.
- 3. The individual signing this agreement is duly authorized and warrants that they have read this agreement and understands it.
- 4. I declare under penalty of perjury under the laws of the State of California that the foregoing information is true, accurate, and complete to the best of my knowledge and belief.
- 5. I declare I am the Provider or I have the authority to legally bind the Provider, which is an entity and not an individual person and that I am eligible to sign this agreement under Title 22, CCR section 51000.30(a)(2)(B).

1. Printed legal name of Provider
Patrick Jensen

2. Printed name of person signing this declaration on behalf of Provider

3. Signature of the person signing this declaration (DocuSign or another electronic signature format)
Chief Financial Officer

4. Title of the person signing this declaration
Fresno, CA

5. Executed at (City, State):

Apr 1, 2025

Stacey Sandoval, Executive Director Risk Managment

STATE OF CALIFORNIA – DEPARTMENT OF HEALTH CARE SERVICES

Page **27** of **29**

CYBHI Fee Schedule Program – Provider Participation Agreement – LEAs – July 2024

Signature of DHCS Authorized Representative:
Printed Name of DHCS Authorized Representative:
Printed Title of DHCS Authorized Representative:
Date:

Privacy Statement

(Civil Code Section 1798 et seq.)

All information requested on the Application, the disclosure statement, and the provider agreement is mandatory. This information is required by the California Department of Health Care Services and any other California State Departments that are delegated responsibility to administer the Medi-Cal program, by the authority of Welfare and Institutions Code sections 14043 – 14043.75, the California Code of Regulations, Title 22, sections 51000 – 51451 and the Code of Federal Regulations, Title 42, Part 455. The consequences of not supplying the mandatory information requested are denial of enrollment as a Medi-Cal provider or denial of continued enrollment as a provider and deactivation of all provider numbers used by the provider to obtain reimbursement from the Medi-Cal program. Some or all of this information may also be provided to the California State Controller's Office, the California Department of Justice, the California Department of Consumer Affairs, the California Department of Corporations, the California Franchise Tax Board or other California state or local agencies as appropriate, fiscal intermediaries, managed care plans, the Federal Bureau of Investigation, the Internal Revenue Service, Medicare Fiscal Intermediaries, Centers for Medicare and Medicaid Services, Office of the Inspector General, Medicaid, or as required or permitted by law. For more information or access to records containing your personal information maintained by this agency, contact the Office of Strategic Partnerships via email at DHCS.SBS@dhcs.ca.gov.

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Data Use Agreement with Carelon Behavioral Health, Inc. and Care

Solace

ITEM DESCRIPTION: Included in the Board material is a data use agreement with Carelon Behavioral Health, Inc. and Care Solace to approve the exchange of data and documents related to the Children and Youth Palacular Institute (CVPHI)

and Youth Behavioral Health Initiative (CYBHI).

(CYBHI) aims to expand access to school behavioral health services by implementing a new and sustainable source of funding for behavioral health services, providing covered services to students at a school site. CYBHI will allow Local Education Agencies (LEA) to obtain reimbursement from Medi-Cal, commercial health plans, and disability insurers, which are obligated under state law to reimburse eligible school-based and school-linked providers.

The Data Use Agreement ensures the integrity, security, and confidentiality of such data and documents and allows for appropriate disclosure and use permitted by law.

Carelon Behavioral Health is a third-party administrator identified by the Department of Health Care Services to process claims.

Care Solace will provide an electronic health record platform that will be utilized by staff to document services rendered to students. The claims will be submitted to Carelon for processing.

This agreement will take effect upon the final signatory partner; this data use agreement shall remain in effect unless terminated by any of the participating parties. There is no cost associated with this agreement.

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

PREPARED BY: Rita Baharian

DIVISION: Diversity, Equity, and Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo, Ed.D. Carlos Castillo (Mar 22)



Contract Routing Form Contract Attached

Contract Number: 242691 Fo	ederal Funding Will Not Be Used
Carelon	120 Birmingham Dr, Cardiff By The Sea, Ca 92007
Vendor Name	Address
8184375609	Molly Roha
Phone Number	Vendor Contact
Term (Duration) From: 4/24/2025	Through: 6/30/2030
FUSD Contract Administrator:	
Pamela.Bartlett@fresnounified.org	Health Services
Name	Site/Dept
Budget (Fund-Unit-DeptActivity-Function-Object)	
Contract Amount: \$0.00	Authorized as Not to Exceed
Scope of Work Summary: This Is An Agreement Between In Data And Documents Related To The Children And Youth Beha Statewide, Multi-Payer Fee Schedule, And To Ensure The Integrated And Documents.	vioral Health Initiative (Hereinafter "Cybhi")
FUSD contract administrator acknowledges all individuals providing s the requirements of the "Michelle Montoya" Act, as required therein.	
Routing Order:	
1) Reviewed & approved by Department:	Pamela Bartlett
2) Reviewed & approved by Cabinet Level:	Sandra M. Aguayo
3) Vendor	Willy Roha-Francis
4) Reviewed & approved by Risk Management:	Donephel
5) Reviewed & approved by Chief Financial Officer:	
Please return signed agreement back to (name/email): Florencia.Venturadolores @ Fresnounified.Or	g
Routing: BOE Board Date(if applicable): 4/23/2025	
Procurement Detail zero	

2309 Tulare Street, Fresno, CA 93721

www.fresnounified.org

Stay Connected with Fresno Unified:

CARELON BEHAVIORAL HEALTH, INC. AND

Fresno Unified School District

DATA USE AGREEMENT

AGREEMENT FOR DISCLOSURE AND USE OF CHILDREN AND YOUTH BEHAVIORAL HEALTH INITIATIVE DATA AND DOCUMENTS CONTAINING INDIVIDUAL AND PROVIDER-SPECIFIC INFORMATION

In order to exchange data and documents related to the Children and Youth Behavioral Health Initiative (hereinafter "CYBHI") statewide, multi-payer fee schedule, and to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law, and Fresno Unified School District

and/or its contractor on its behalf, Care Solace

("Contractor")(hereinafter, individually and collectively as the context may require, referred to as "LEA") and Carelon Behavioral Health, Inc. (hereinafter "Carelon") enter into this Data Use Agreement (hereinafter "Agreement") to comply with the following specific sections. This Agreement shall be binding on any successors to the parties (Carelon and LEA).

- 1. The Department of Health Care Services (hereinafter "DHCS") requires that its business associate, Carelon, must enter into a data use agreement with all participating LEAs and IHEs. This Agreement is by and between Carelon and LEA.
- 2. This Agreement addresses the conditions under which the parties will disclose, obtain and use CYBHI data file(s) as set out in Attachment A. This Agreement supplements any agreements between the parties with respect to the use of information from data and documents and overrides any contrary instructions, directions, agreements, or other understandings in or pertaining to any other prior communication from DHCS or any of its components with respect to the data specified in this Agreement. The terms of this Agreement may be changed only by a written modification to this Agreement or by the parties entering into a new agreement. The parties agree further those instructions or interpretations concerning this Agreement, and the data and documents specified herein, shall not be valid unless issued in writing by the applicable point of contact specified in Section 3.

3. The parties mutually agree that the following named individuals will be designated as "point- of- contact" for the Agreement:

Patrick Jensen

559-457-6225

LEA Contact Name and Title

LEA Contact Phone Number

patrick.jensen@fresnounified.org

2309 Tulare Street, Fresno CA 93721

LEA Contact Email Address

LEA Contact Mailing Address

Chad Castruita, CEO & Founder

818-437-5609

Contractor Name and Title

Contractor Contact Phone Number

chad@caresolace.org

120 Birmingham Dr, Cardiff By the Sea, CA 92007

Contractor Contact Email Address

Contractor Contact Mailing Address

Christina Kim, Director, Account Executive

CYBHITPA@Carelon.com

Carelon Contact Name and Title

Carelon Contact Information

- 4. The parties mutually agree that the following specified Attachments are part of this Agreement:
 - a. Attachment A: Data Files
- 5. The parties mutually agree, and in furnishing CYBHI data files hereunder each party relies upon such agreement, that such data file(s) will be used solely for the following purposes of exchanging data with each other as directed by DHCS in each party's respective agreements with DHCS. The parties have determined that the CYBHI data files listed in Attachment A is the minimum amount needed for these purposes.
- 6. Some of the data specified in this Agreement may constitute Protected Health Information (PHI), including protected health information in electronic media (ePHI), under federal law, and Personal Information (PI) under state law. The parties mutually agree that the creation, receipt, maintenance, transmittal and disclosure of CYBHI data containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (HIPAA regulations), the Final Omnibus Rule, the provisions of the California Information Practices Act, Civil Code section 1798 et. seq., if applicable 42 CFR Part 2, and the provisions of other applicable federal and state law and to the extent applicable, Family Educational Rights and Privacy Act (FERPA). The parties specifically agree they will not use the Attachment A data for any purpose other than that stated in paragraph 5 of this Agreement. Both parties also specifically agree they will not use the other party's data, by itself or in combination with any other data from any source, whether publicly available or not, to individually identify any person to anyone other than for the purposes as provided in this Agreement.

- 7. The following definitions shall apply to this Agreement. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations or other applicable law. Any reference to statutory or regulatory language shall be to such language as in effect or as amended:
 - a. "Breach" shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, the Final Omnibus Rule, and the California Information Practices Act.
 - b. "Individually Identifiable Health Information" means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
 - c. "Personal Information" (PI) shall have the meaning given to such term in Civil Code section 1798.29.
 - d. "Protected Health Information" (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
 - e. "Required by law, as set forth under 45 CFR section 164.103," means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court- ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
 - "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the User's organization and intended for internal use; or interference with system operations in an information system.
 - g. "Unsecured PHI" shall have the meaning given to such term under the HITECH Act, any guidance issued pursuant to such Act including, but not limited to, 42 USC section 17932(h), the HIPAA regulations and the Final Omnibus Rule.

- Each party represents and warrants that, except as the other party shall authorize in writing, receiving party shall not disclose, release, reveal, show, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement to any person, company or organization. Each party agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purposes stated in this Agreement, or Attachment A, and to those individuals on a need-toknow basis only. Neither party shall use or further disclose the information other than is permitted by this Agreement or as otherwise required by law. Carelon shall not use the information to identify or contact any individuals other than is required for purposes of carrying out its obligations under the Agreement and/or its obligations to DHCS.
- 9. The parties agree to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the CYBHI data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. The parties also agree to ensure that any agents, including a subcontractor, to whom they provide CYBHI data, agree to the same requirements for privacy and security safeguards for confidential data that apply to the parties with respect to such information.
- 10. Both parties acknowledge that in addition to the requirements of this Agreement, they must also abide by the privacy and disclosure laws and regulations under 45 CFR Parts 160 and 164 of the HIPAA regulations, section 14100.2 of the California Welfare & Institutions Code, Civil Code section 1798.3 et. seq. and the Alcohol and Drug Abuse patient records confidentiality law, if applicable 42 CFR Part 2, as well as any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order. Each party also agrees to ensure that any agents, including a subcontractor, to whom they provide the other party's data, agrees to the same restrictions and conditions that apply to the receiving party with respect to such information.
- 11. Each party agrees to report to the other party any use or disclosure of the information not provided for by this Agreement of which it becomes aware, immediately upon discovery. Such reports shall include a description of the use or disclosure including what information was compromised, how it was compromised, when the use or disclosure occurred, how it was discovered, what steps receiving party has taken to mitigate harm, and what steps disclosing party has taken to prevent similar incidents in the future, plus any additional information requested by receiving party. Disclosing party shall provide such cooperation as receiving party may reasonably request in connection with investigating and responding to any CYBHI data disclosure issue.

- 12. Each party agrees to train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose CYBHI data, and to discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment. In complying with the provisions of this section, each party shall observe the following requirements.
 - a. Each party shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities under this Agreement and use or disclose CYBHI data; and
 - b. Each party shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 13. From time to time, the disclosing party may, upon prior written notice and at mutually convenient times, inspect the facilities, systems, books, and records of the receiving party to monitor compliance with this Agreement. Receiving party shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the disclosing party in writing. When LEA is the receiving party, certification shall be made to Carelon's Privacy Officer. The fact that the disclosing party inspects, or fails to inspect, or has the right to inspect, receiving party's facilities, systems and procedures does not relieve receiving party of their responsibility to comply with this Agreement.
- 14. Each party acknowledges that penalties under 45 CFR, parts 160, 162 and 164 of the HIPAA regulations, and section 14100.2 of the California Welfare & Institutions Code, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. Each party further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that the receiving party, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.
- 15. By signing this Agreement, the parties agree to abide by all provisions set out in this Agreement and for protection of the CYBHI data file(s) specified in this Agreement and in Attachment A, and acknowledge having received notice of potential criminal, administrative, or civil penalties for violation of the terms of the Agreement. Further, each party agrees that any material violations of the terms of this Agreement or any of the laws and regulations governing the use of CYBHI data may result in denial of access to CYBHI data.

- 16. This Agreement shall terminate at the time of the completion of the CYBHI or when terminated by one of the parties, and at that time all CYBHI data provided by the disclosing party must be destroyed by the receiving party and an affidavit of destruction sent to the disclosing party's representative named in Section 4, unless data has been destroyed prior to the termination date and an affidavit of destruction sent to disclosing party. All representations, warranties and certifications shall survive termination. Notwithstanding the above, CYBHI data may be retained by the receiving party in the following circumstances:
 - a. As required by applicable local, state, federal, or international law, regulation, or policy that necessitates retention of certain CYBHI data for a specified period.
 - b. In accordance with a litigation hold, in the event of actual or probable litigation.
 - c. In observance of audit requirements that mandate CYBHI data availability for specified periods post-transaction.
 - d. For archival purposes if deemed necessary for the continuance of the receiving party's business operations.
 - e. As part of the receiving party's backup and disaster recovery procedures.
 - f. To fulfill any obligations that are explicitly stated in this Agreement that require the retention of specific CYBHI data beyond the termination of the Agreement.
 - g. To comply with any request by the disclosing party to the receiving party to retain specific CYBHI data for a particular period.
- 17. Termination for Cause. Upon a party's knowledge of a material breach or violation of this Agreement by the other party, the party may provide an opportunity for the other party to cure the breach or end the violation and may terminate this Agreement if the other party does not cure the breach or end the violation within the time specified by the non-breaching party. Non-breaching party may terminate this Agreement immediately if the other party breaches a material term and the non-breaching party determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, breaching party must destroy all PHI and PI in accordance with Section 16, above. The provisions of this Agreement governing the privacy and security of the PHI and PI shall remain in effect until all PHI and PI is destroyed or returned to the disclosing party.
- 18. This Agreement may be signed in counterpart and all parts taken together shall constitute one agreement. The Agreement is effective upon signature by both parties (Carelon and LEA).

Hareft &

19.	Agreement	Signatures.

a.

b.

Date

Stacey Sandoval Director, Risk Management

On behalf of LEA, the undersigned individual hereby atte	Apr 1, 2025 sts that they are authorized to enter
into this Agreement and agrees to all the terms specified	
·	
Signature of LEA/Company/Organization Authorized Representa	
Patrick Jensen	tive
Printed Name of Authorized Representative	
Chief Financial Officer	
Title of Authorized Representative	
Date	100000
Fresno Unified School District	1033291331
LEA/Company/Organization Name 559-457-3000	LEA NPI Number
LEA/Company/Organization Phone Number and Email Address	
2309 Tulare Street	
LEA/Company/Organization Address	
Fresno CA 93721	
LEA/Company/Organization City/State/ZIP	
On behalf of Contractor, the undersigned individual hereby a Agreement and agrees to all the terms specified herein for the Agreement on behalf of the LEA listed in 19.a.	attests that they are authorized to enter into ne sole purpose of performing services under
CAC	
Signature of Contractor Authorized Representative	
Chad Castruita	
Printed Name of Contractor Representative	
Chief Executive Officer and Founder	
Title of Contractor Representative	
Mar 26, 2025	

20. On behalf of Carelon the undersigned individual hereby attests that they are authorized to enter into this Agreement and agrees to all the terms specified herein.

Molly	Roha-F	uentes
-------	--------	--------

Name of Carelon Representative

Director, Network Managment

Carelon Representative Title

Melly Roha-Fwentes

Carelon Representative Signature

Apr 1, 2025

Date

Data Use Agreement - Attachment A

CYBHI data files to be exchanged between the parties:

CYBHI Data	Disclosing Party	Receiving Party	Transmit Method
Provider/Practitioner Roster (SPI) Data	T FA/Contractor Carelon		Secure File Transfer Protocol (SFTP)
Member Batch Registration Data	LEA/Contractor	Carelon	Secure File Transfer Protocol (SFTP)
SPI Response Files	Carelon LEA/Contractor		Secure File Transfer Protocol (SFTP)
Claims (837 via Availity)	LEA/Contractor Carelon		Availity/Clearinghouse (may vary)
Claims Remediation Files (999/277CA)	Carelon	LEA/Contractor	Availity/Clearinghouse (may vary)
Claims Payments (835 Files)	Managed Care Plan (MCP)	LEA/Contractor	Automated Clearing House (ACH) Vendor (may vary)

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement with Innovative Solutions in Education

ITEM DESCRIPTION: Included in the Board material is an agreement with Innovative Solutions in Education (ISE). ISE services are being contracted to assist in revising and aligning the Vocational Nursing Program Curriculum to meet the required changes made in the curriculum standards by the Board of Vocational Nurse and Psychiatric Technicians (BVNPT). In addition, ISE will provide policy revision, development, and BVNPT inquiry and communication, Faculty Development Training, and conduct program audits and reports as recommended by BVNPT.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$29,500 are available in the Adult Ed Apportionment budget.

PREPARED BY: Sandra Aguayo DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

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

Page 136 of 287



Contract Number: 231714

Contract Routing Form
Contract Attached

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

Federal Funding Will Not Be Used

Innovative Solutions In Education	2834 F	Iope Stree	t, Hunting	gton Park,	<i>Ca 90255</i>	<u> </u>
Vendor Name	Addre	'SS				_
5628797452	Norle	an Ceden	10			
Phone Number	Vendo	or Contac	t			
Term (Duration) From: 4/24/2025	Throu	ıgh: 6/19	/2026			
FUSD Contract Administrator:						
Rodney.Branch@fresnounified.org		Chavez	Adult Sc	hool		
Name	Site/D	ept				
Budget (Fund-Unit-DeptActivity-Function-Object)	110	6390	0670	4100	4630	1000
Contract Amount: \$29,500.00	Estim	ated				
Curriculum To Meet The Required Changes Made In The Curri Policy Revision, Development And Bunpt Inquiry And Communi Audits And Reports As Recommended By Bunpt. FUSD contract administrator acknowledges all individuals providing s requirements of the "Michelle Montoya" Act, as required therein. Yes	ervices u	Faculty De	velopmeni	Training	And Cond	
Routing Order:	5					
Routing of uci.						
1) Reviewed & approved by Department:	9	Codnei	1 CA à	Brand	ch	
2) Reviewed & approved by Cabinet Level:						
		Carl	os Ca	estillo		
3) Reviewed & approved by Risk Management:	Stoney	8				
4) Reviewed & approved by Chief Financial Officer:						
Please return signed agreement back to (name/email): Sally.He	rnand	ez-Jime	n e z @ F i	resnoun	ified.O) r g
Routing:BOE Board Date(if applicable): 4/23/2025						
Procurement Detail						
V- 9/11/2024 Fresno Unified Schoo	l District	Contract			111	Page

Situation	Inputs	Outpu	ts	Outcomes (Must be measurable)		
Problem and Need	Investments (e.g., equipment, funds, product, services, staff)	Activities	Participants	Short-term (Learning)	Mid-term (Change in Behavior or Performance)	Long-term (Change in Condition)
		What we do	Who we reach	Expect to see	Want to see	Hope to see
The problem is that FAS VN Program currently does not comply with the recommended curriculum changes by the Department of Education and the BVMPT. The BVMPT requires total of 1,530 hours of curricular requirements, which involves 576 hours of Theory and 954 of Clinical. The Innovative Solutions in Education will restructure the curriculum to meet the mandated Department of Ed and BVMPT requirements. This restructuring will be completed and approved no later than December 2025.	If we partner with ISE we will have the opportunity continue to implement an approved VN program that will meet the requirements of the regulatory and accrediting bodies. Additionally it will allow FAS to maintain our ongoing enrollment. The curriculum revision will support the current industry standards. Students will be able to implement safe practices through a rigorous	ISE will conduct an assessment to determine the needs for establishing a well-rounded, robust and compliant FAS VN Program curriculum in alignment with the Board of Vocational Nurse and Psychiatric Technicians (BVNPT) expectations Develop a VN curriculum (including IP, syllabi, objectives, schedule format [hours]) for a full-time-day program Create/revise FAS policies and procedures to align with curriculum restructure and facilitate updates to the Student Handbook for the full-time VN program Create a faculty mentoring policy & tool, develop and deliver a 2-day faculty development training.	Through ISE we will have the opportunity to provide a more well rounded curriculum that will support all FAS stakeholders and the community. Such as FAS Administration, Program Director, FAS Instructors, FAS VN Department, VN Students and Clinical partners, Industry employers and the community as a whole.	ISE will conduct announced and/or unannounced quarterly program audits and provide written audit report. End of term surveys of faculty and students and affiliated partners. VN students Academic progress and retention.	FAS will be monitoring students performance demonstrated by ATI, Clinical and Skills successful progression from one term to the next at 90% or better. Audit reports will measure overall compliance with program policies and procedures, and end of term surveys of faculty, students at 100% compliance Survey's will reflect 95% program satisfaction with affiliated partners Monitor faculty management and implementation of	ISE will maintain integrity and effectiveness of approved restructured curriculum through ongoing audits, regular data collection, analysis, with updates as needed, to meet or exceed WASC, DOE and BVNPT, regulatory and accrediting agencies requirements Faculty retention in theory and clinical will achieve 95% staffing from the current 80% Student retention will achieve 95% or better from the current 90% Graduate rate will continue to achieve 90% or better Student NCLEX-PN pass rate will continue to achieve 90% or better
•		Serve as communication			new curriculum as	

II. Academic Return on Investment

liaison in conjunction with the VN program Director, to the BVNPT throughout the course of this contract on matters related to the FAS VN Program

Establish a faculty development training program based on assessment to identify areas needing improvement

reflected by faculty observation in the classroom and clinical sites to reflect a minimum of 90% compliance

Faculty survey to reflect 90% satisfaction

Review VN students' Academic progress and retention through attendance at 100% and summative assessments at a minimum of 80%

Workforce placement rate will achieve 95% or better from the current 90%

Innovative Solutions in Education

Fresno Unified School District Vocational Nursing Program

Project Cost



Prepared for:

Fresno Unified School District
Fresno Adult School
2500 Stanislaus Street
Fresno, CA 93721

March 20, 2025

Innovative Solutions in Education

SCOPE OF SERVICES

At the request of Fresno Unified School District, Fresno Adult School (FAS), the Client, desires to have the following services provided by Innovative Solutions in Education (ISE).

- ISE will conduct an assessment to determine the needs for establishing a well-rounded, robust and compliant FAS VN Program curriculum in alignment with the Board of Vocational Nurse and Psychiatric Technicians (BVNPT) expectations
- ISE will develop a VN curriculum (including IP, syllabi, objectives, schedule format [hours]) for a full-time-day program
- ISE will create/revise FAS policies and procedures to align with curriculum redesign and facilitate updates to the Student Handbook for the full-time VN program
- ISE will create a faculty mentoring policy & tool, develop and deliver a 2-day faculty development training.
- ISE will serve as communication liaison in conjunction with the VN program Director, to the BVNPT throughout the course of this contract on matters related to the FAS VN Program
- ISE will establish a faculty development training program based on assessment to identify areas needing improvement

During the course of this Agreement, additional Client requests, and or additional best practice recommendations can be added through written a contract amendment.

Innovative Solutions in Education

COST SHEET

Innovative Solutions in Education (ISE) Consultants propose the following services, to facilitate the Fresno Unified

School District, Fresno Adult School (FAS), VN program.

Should FAS want to secure the services of ISE, then they will enter into a documented agreement with ISE for the

stated services. The charges listed are for those services indicated below only. These services may be conducted

concurrently and invoiced incrementally, as completed.

In consideration for the services to be performed by ISE, Client agrees to pay a retainer for services in the amount of

\$7250, upon execution of the contract. This fee shall be payable in advance upon contract signing. This retainer is

non-refundable. ISE shall bill first to the retainer until depletion of retainer. ISE will invoice, submit and receive

payment for services as completed, incrementally, as incurred monthly from any line-item below not to exceed

\$29,500.00.

The dates of this project will depend on various factors such as proposed stated date to be provided by FAS,

regulatory request (required timelines for BVNPT approval), resources and factors that may be out of Consultants'

control. This proposal serves to be in effect from the date of execution, and not to extend beyond June 19, 2026, or

until approved by the BVNPT.

Proceed to next page.

Innovative Solutions in Education COST SHEET ITEMIZED

#	Element	Description	Deliverable	Cost
1.	Full-time VN Program Curriculum Redesign	Conduct an assessment in collaboration with PD to determine additional VN curriculum and resource needs. Advise on activities to align the VN (full-time) curriculum with evidenced based practices. Provide guidance and review for redesign, and development of the VN Curriculum. Include the following components to the VN (full-time) curricula including but not limited to: Review and realign the "Summary of Instructional Plan Hours" (BVNPT document) to meet the 1530 hours Board requirement Review and realign "Content Hour Worksheets (BVNPT document) per semester to meet Board requirements Develop daily instructional plans (IP's) per semester to meet the student learning outcomes in alignment with academic resources, including ATI Incorporate the 2023 NCLEX-PN Test-plan Meet the BVNPT curriculum hours and content requirements Develop course syllabi, and objectives that reflect the simple to complex learning experiences Present draft curriculum to VN Department for review and feedback. Edit as necessary.	Present a quality curriculum that incorporates all necessary requirements for approval, and ensure student success.	\$15,500
2.	Policy Development	Develop / Revise required program Policies and forms as needed to improve academic practices and meet regulatory requirements. Revise VN Program Policies, Procedures and Forms Prepare documents for approval/s as required: BVNPT Assist with updating current: Student Handbook Facilitate policy implementation training to VN faculty	 Revise required FAS VN program, policies and forms as needed to meet regulatory requirements. Policies, Procedures and Forms (to include but not limited to the following): Admission Selection Rubric Retention/At-Risk Plan Graduation Requirements Review and edit as needed Facilitate approval process: Internal & External Assist with translating updated policy information to Student Handbook Provide Implementation training 	\$2600

Innovative Solutions in Education COST SHEET ITEMIZED (continued)

#	Element	Description	Deliverable	Cost
3.	BVNPT Inquiry & Communication	Ongoing Communication - Advise /assist FAS with ongoing communication relative to the BVNPT: Inquiries Updates	Ongoing advisement on BVNPT inquiries and communique for FAS VN program.	\$1500
4.	Faculty Development Training	A. Create a Faculty Monitoring Policy & Tool B. Establish a Faculty Development Training program in collaboration with the PD, based on assessment and identified areas of improvement. Faculty training may include Student Handbook and is not limited to: Evidence-based practices Classroom management Dealing with difficult students Tracking attendance Grading Maintaining an engaging classroom	Faculty Monitoring Policy Faculty Monitoring Tool Individual Development Plans Provide PD training on use of monitoring tool Conduct 2-day Faculty training	\$3500
5.	Program Compliance Auditing	Conduct announced and unannounced quarterly, and as recommended by the BVNPT, program audits and provide written audit report.	A. Conduct announced & unannounced audits • Quarterly (included are 4 audits at \$1600 per audit) B. Provide written audit report (beginning after approval of curriculum):	\$6400
	1	<u>, </u>	Total VN Program Project	\$29.500

Innovative Solutions in Education AGREEMENT

Completion of these deliverables are agreed upon between Fresno Unified School District and Innovative Solutions in Education (ISE), as indicated by signatures below.

DISTRICT Fresno Unified School District	CONTRACTOR Innovative Solutions in Education				
 Patrick Jensen, Chief Financial Officer	Alice Campbell Alice Campbell, Education Consultant, ISE				
	03/21/2025				
Date	Date				
Stacey Sandoval, Executive Director Risk Management	Norlean Cedeno, Education Consultant, ISE				
{Dte_es_:signer2:date}}	Mar 21, 2025				
Date	Date				
	Rosemary Haggins Dr. Rosemary Haggins, Education Consultant, IS				
	03/21/2025				
	Date				

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement with KnowBe4 Inc.

ITEM DESCRIPTION: Included in the Board material is an agreement with KnowBe4 Inc. The KnowBe4 Inc. platform provides a library of modules that will deliver mini lessons on different topics to support staff understanding of Cultural Proficiency. KnowBe4 is our current vendor for the IT department cybersecurity training and receives positive feedback from staff.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$57,970 are available in the General

Fund.

PREPARED BY: Armen Karamanian

DIVISION: Diversity, Equity, and Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo, Ed.D. Carlos Castillo (Mar 22, 2025 13:04 PDT)



Contract Number: 235921

Contract Routing Form
Contract Attached

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

2309 Tulare Street,

Federal Funding Will Not Be Used

Knowbe4 Inc.	33 N C	Farden Av	enue, Suit	<u>e 1200 </u>		
Vendor Name	Addre	SS				
727-316-5243	_Erik I	Nelson				
Phone Number	Vendo	or Contac	t			
Term (Duration) From: 7/1/2025	Throu	igh: 7/1/	2027			
FUSD Contract Administrator: Armen.Karamanian@fresnounified.org	Diver	sity Equi	ty & Incl	lusion		
Name	Site/D		•			
Budget (Fund-Unit-DeptActivity-Function-Obje	ect) 030	0679	0852	4300	0000	7200
Contract Amount: \$57,970.00	Autho	orized as	Not to Ex	xceed		
Lessons For Staff To Learn About Different Topics. It Has With Positive Feedback From Staff. The Dei Staff Will Ma. Training For Over 10,000+ Staff To Have Access To The FUSD contract administrator acknowledges all individuals provirequirements of the "Michelle Montoya" Act, as required therein	nage The Adm Modules.	ninistration	n Of The	n compliance	ce with the	e Platform
Routing Order:	i. <u>100, uns is no</u>	и аррисаон	e to the seo	pe of work		
1) Reviewed & approved by Department:	CA	rmen	Kar	aman	ian	
2) Reviewed & approved by Cabinet Level:						
		Carl	os Ca	rstillo	6	
3) Vendor	Erik Netson (Mar 28.	,2025 14:39 EDT)	0.000.000	and turbustion and de-		
4) Reviewed & approved by Risk Management:	Done / L	3				
5) Reviewed & approved by Chief Financial Officer:	-					
Please return signed agreement back to (name/email) : L i s a	.Coulson@	Fresno	un ifie d	.Org		
Routing: Board Date(if applicable): 4/23/2025						
Procurement Detail						
V- 9/11/2024 Fresno Unified S	School District	Contract			1	Page



KnowBe4

33 N Garden Avenue, Suite 1200 Clearwater, FL

33755 US

Email

Prepared By Erik Nelson

erikn@knowbe4.com

Created Date Expiration Date Quote Number Payment Terms 1/20/2025 9:46 AM

7/30/2025 Q-1280061 Special

Contact Name Contact Phone

Toni Jorge 559-457-3463

Contact Email

toni.jorge@fresnounified.org

Bill to Name

Fresno Unified School District - CA

2300 S WILLOW AVE FRESNO, CA 93725-5106

United States

Ship to Name

Fresno Unified School District - CA

2300 S WILLOW AVE FRESNO, CA 93725-5106

United States

Description

Apr 1, 2025

Date

This quote has been calculated with a **Notes**

start date of 7/1/25.

Co-terms with current subscription

ending 7/1/27. 1/2 Net 30 1/2 Net 365

Non Profit Discounting has been applied to this quote.

PRODUCT		TERM (Mos)	UPGRADE	QTY	LIST PRICE	DISC. (%)	SALES PRICE	MONTHLY NET PRICE	TOTAL PRICE
СМР	KnowBe4 Compliance Plus Subscription. (Must have current KMSAT Subscription to use product)	25	Х	11,000	USD 11.14	35	USD 5.27	USD 0.22	USD 57,970.00

	Grand Total	USD 57,970.00
DISTRICT Fresno Unified School District	CONTRACTOR KnowBe4 Enk Netson (May 28, 2025 14-39 EDT)	
Patrick Jensen, Chief Financial Officer	Name: Erik Nelson Tit Mar 28, 2025	le: EVP, Enterprise and Strategic Sales
Date	Date	
Approved As To Form:		
Stacey Sandoval, Executive Director Risk Management		uote tells us that you have the authority to

Your signature on this quote tells us that you have the authority to make this purchase on behalf of your company and that you agree to pay within the stated terms. For first year subscriptions, midsubscription add-ons, and/or upgrades, the subscription period will begin when we process your order, which is when we receive your signed quote. For renewal subscriptions, the subscription period will begin on the day after your current subscription expires. Unless included on the invoice, customer is responsible for any applicable sales and use tax.

KnowBe4's standard Terms of Service (www.KnowBe4.com/Legal) and Product Privacy Policy (www.KnowBe4.com/Product-Privacy-Notice) apply, unless mutually agreed otherwise in writing

Page 149 of 287

Fresno Unified School District Board Agenda Item

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Amendment No. 1 to Agreement with Lark Technologies, Inc.

ITEM DESCRIPTION: Included in the Board material is amendment No. 1 to the agreement with Lark Technologies, Inc., a diabetes remote patient monitoring program. This amendment extends the term of the agreement through April 30, 2027. The program will be utilized explicitly for members with diabetes for actives, early retirees, and dependents over 18 years of age. Lark's mission is to create robust member experience and engagement that will help manage an active diabetic condition and provide clinical support to close the gaps in care related to the diabetic condition.

Lark is designed to be the first line of defense in assisting patients with care reminders, medication adherence, and social determinants of health, such as diet, exercise, and weight management. Those eligible and those who sign up will have a cellular-enabled glucose monitor provided at no charge and connected to the Lark care team 24/7. In addition, the cost of the program also includes test strips, lancets, and glucose solutions at no charge. On-demand coaching will then be available to the employee.

Currently, the health plan is seeing about 30% of its members with some form of diabetes. The program was fully functioning starting July 1, 2024, and as of January 2025, 140 members were enrolled in it. Lark is keeping the existing fees with no increases through April 2027. Lark provides services on a perenrolled member charge of \$46.58 and \$558.96 per year. It is estimated that 250 eligible members will enroll for an estimated cost of \$140,000.

These services align with the JHMB's established goals and responsibilities for providing high-quality healthcare to our employees and their dependents.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$140,000 are available in the Internal Service Health Fund budget.

PREPARED BY: Steven Shubin

DIVISION: Business & Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen



Contract Number: 242690

Contract Routing Form
Re: Completed Amendment to Contract Attached

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

2309 Tulare Street,

Federal Funding Will Not Be Used

Lark Technologies Inc	809 Cuesta Dr Suite B #1033						
Vendor Name	Address Garry Morrison						
6503819225							
Phone Number	Vendor Contact						
Term (Duration) From: 5/1/2025	Thro	ugh: 4/30	/2027				
FUSD Contract Administrator: Steven.Shubin@fresnounified.org		fits & Ris	k Manag	ement			
Name	Site/L	<i>Pept</i>					
Budget (Fund-Unit-DeptActivity-Function-Object)	670	0841	0880	5899	0000	6000	
Original Contract: \$140,000.00 Amended Contract: \$140,000.00	Estim	ated					
Scope of Work Summary: To Provide Services Including B Program. The Program Will Be Specifically Utilized For Memb Over 18 Years Of Age.							
FUSD contract administrator acknowledges all individuals providing s requirements of the "Michelle Montoya" Act, as required therein. No.					ce with the		
Routing Order:							
1) Reviewed & approved by Department:		Ste	ve Sh	uben			
2) Reviewed & approved by Cabinet Level:							
		Patr	rick C	Tensen	e		
3) Reviewed & approved by Risk Management:	Storey	<u></u>					
4) Reviewed & approved by Chief Financial Officer:							
Please return signed agreement back to (name/email): Christin	a .E v e i	r i t t @ F r	esnouni	ified.O	r g		
Routing:BOE Board Date(if applicable): 4/23/2025							
Procurement Detail Benefits							
V- 9/11/2024 Fresno Unified Schoo	1 District	t Contract			111	Раде	



Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: 242690 Funding: Federal Funding Will Not Be Used

School/Department Budget:	670	0841	0880	5899	0000	6000
Contractor's Vendor Name:	Lark Tech	inologies I	nc			
Contractor's Contact Person:	Garry Mo	orrison				
Contractor's Title:	Julia Hu					
Contractor's Telephone Number:	65038192	25				
Contractor's E-mail:	Dennis.Bo	ourdo@De	lapro.Com			
Contractor's Address:	809 Cuest	a Dr Suite	B #1033			
Original Contract Amount:	\$140,000.	00		iginal Contra 0000	ct Board App	proval:
This Amendment Contract Amount:	\$140,000.	00				

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

This Independent Contractor Services Agreement is made and entered into effective <u>5/1/2025</u> (the "Effective Date") by Fresno Unified School District("District") and _. <u>Lark Technologies Inc</u> ("Contractor").

<u>I. Contractor Services</u>. Contractor agrees to provide

To provide services including but not limited to a diabetes remote patient monitoring program. The program will be specifically utilized for members with diabetes for actives, early retirees, and dependents over 18 years of age.

Date

Amendment to the Independent Contractor Services Agreement Between The Fresno Unified School District and Lark Technologies Inc.

Fresno Unified School District and Lark Technologies, Inc. entered into an Independent Contractor Services Agreement (the "Agreement"), effective February 1, 2024, for chronic disease management thru an AI application. The parties desire to extend the terms of the Agreement as follows as per Section 5 of the Agreement:

5. Term. The parties agree to extend the Term of the Agreement through April 30, 2027, with all other terms of the Agreement to remain in effect as written, including the annual fee up to a maximum of \$140,000 per year.

DISTRICT	CONTRACTOR
Fresno Unified School District	Lark Technologies, Inc.
Patrick Jensen, Chief Financial Officer	Juill Has Chief Executive Officer 3/17/2025
Date Approved As To Form:	Date
Stacey Sandoval, Executive Director Risk Management	
Apr 1, 2025	

Fresno Unified School District Board Agenda Item

Board Meeting Date: January 24, 2024,

AGENDA ITEM A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Lark Technologies, Inc.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Lark Technologies, Inc., a diabetes remote patient monitoring program. The program will be specifically utilized for members with diabetes for actives, early retirees, and dependents over 18 years of age. Lark's mission is to create robust member experience and engagement that will help manage an active diabetic condition and provide clinical support to close the gaps in care related to the diabetic condition.

Lark is designed to be the first line of defense in assisting patients with care reminders, medication adherence, and social determinants of health, such as diet, exercise, and weight management. Those eligible and those who sign up will have a cellular-enabled glucose monitor provided at no charge and connected to the Lark care team 24/7. In addition, the cost of the program also includes test strips, lancets, and glucose solutions at no charge. On-demand coaching will then be available to the employee.

Currently, the health plan is seeing about 30% of its members with some form of diabetes. The Joint Health Managed Board (JHMB) is proactively working towards solutions to help its members live a better quality of life while reducing the number of chronic conditions. Based on enrolled membership, the cost is \$46.58 per month, and \$558.96 per year with an estimated 225-250 eligible members who will enroll in the first year for an estimated cost of \$140,000.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$140,000 are available in the Health Internal Service Fund.

PREPARED BY: Steven Shubin

DIVISION: Business & Financial Services

PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,

Chief Financial Officer

SUPERINTENDENT APPROVAL:

Roll D. Nelson

Robert G. Nelson, Ed.D.



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Lark Technologies, Inc.	2570 El Camino Real, Suite #	100, Mountain View, CA 94040
Vendor Name (650) 381-9225	Address Shannon Marques	
Phone Number	Vendor Contact	
From: 02/01/2024	Through: 04/30/2025	
Term (Duration)		
FUSD Contract Administrator: Steven Shubin	Benefits Department	559-457-3539
Name	Site/ Dept	telephone number
Budget (Fund-Unit-DeptActivity-Object)	670-0841-0880-0000-6000-5899	<u> </u>
Estimated Annual Cost \$ 140,000 (Contract will no	ot be authorized to exceed this amou	nt w/o BOEapproval)
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Scope of Work Summary:	Yes	No 🔼
To provide services including but not limited to a diabespecifically utilized for members with diabetes for acti	etes remote patient monitoring pr ves, early retirees, and dependen	ogram. The program will be ts over 18 years of age.
* •		
Date Item is to appear on Board of Education Agenda:	(Contracts of \$15,000.00 or	more) click to enter date
Reviewed & approved by Cabinet Level Officer:	Partie Langua (Inn 35 2024 IS-28 PST)	Jan 25, 2024
Reviewed to approved by Cammet Devel Officer.	Signed	Date
Reviewed & approved by Executive Director, Risk	11. 10.	4.5
Management:	Darell	Dec 22, 2023
	Signed	Date
Please return signed contract to: Christina Everitt christina.everitt@fresnounified.org	Benefits Department	559-457-3539
Name	Department	Telephone



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 670-0841-0880-0000-6000-5899

District Contact Person:

Steven Shubin

Budget Manager Approval:

Lark Technologies, Inc.

Contractor's Vendor Name: Contractor's Contact Person:

Shannon Marques

Contractor's Title:

Chief Revenue Officer

Contractor's Telephone Number:

(650) 381-9225

Contractor's E-mail:

Shannon.Marques@lark.com

Contractor's Address: 2570 El Camino Real, Suite #100, Mountain View, CA 94040

Contractor's Taxpayer ID# or SSN#: 27-1833237

This Independent Contractor Services Agreement is made and entered into effective 02/01/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Lark Technologies, Inc. ("Contractor").

Scope of Services, Term and Compensation

- 1. Contractor Services. Contractor agrees to provide through its proprietary AI-based mobile app, a chronic disease management program, including digital coaching and connected devices, to the District's Eligible Employees and Eligible Dependents, as detailed in the Contractor Terms of Service Addendum and Order Form #1 Addendum.
- Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.
- Representations and Warranties. Each Party represents and warrants to the other that: (a) it is duly formed and validly existing under applicable laws and in good standing in applicable business locations as required; (b) it has all necessary authority to enter into and perform its obligations under this Agreement; and (c) the person signing these Terms and each Order Form has full authority to bind that Party.
- Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.
- Term. This Agreement shall begin on the Effective Date, and shall terminate after fifteen (15) months have elapsed (the "Term"). Thereafter, the Parties may agree to renew this Agreement in an amendment signed by both parties at least ninety (90) days prior to the end of the Term. There shall be no extension of the term of the agreement without express written consent from all parties. Upon termination or expiration of this Agreement, all licenses and access rights granted by Contractor to the District shall terminate.
- Compensation. District will pay all fees and expenses set forth in each applicable Order Form. Fees for Services and Programs will be as set forth in each Order Form. Unless specified otherwise in these Terms or an Order Form, Contractor will invoice District for all Services and Program fees, and District shall pay each invoice within thirty (30) days of the date of such invoice. Please see fees outlined in the Order Form #1 Addendum.

٠.	meidentai Expenses.	
	☐ Yes (see below)	☑ No, Vendor initial here
8.	Employment. Are you a l	FUSD employee?
	□Yes	⊠ No
9.	CalPERS & CalSTRS. Ar	e you a CalPERS or CalSTRS retiree?
	☐ Yes	⊠ No
10.	California Residency. Con	ntractor entity is located in the state of California:
	⊠ Yes	□No

- 11. <u>Conflict of Interest</u>. Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
- 12. <u>Termination of Agreement</u>. After the initial fifteen (15) month Term (and in the event the District enters into any future renewal Term or Agreement extension at the District's sole discretion), either District or Contractor may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper. Either Party may, upon written notice to the other Party, terminate this Agreement or the relevant Order Form for material breach by the other Party that is not cured within thirty (30) days.

Notwithstanding the expiration or termination of this Agreement for any reason (a) any provision of this Agreement that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Agreement, including without limitation, the rights and duties under Paragraphs 14 through 18, 22 through 24, and 29 through 42; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.

There shall be no additional fee to process claims incurred but not reported prior to the termination of this Agreement (Run-Out Claims). Any such Run-Out Claim fees or related costs are expressly included in the Payment set forth in Paragraph 5 of this Agreement.

- 13. <u>Data Reporting.</u> Contractor agrees to prepare, maintain, and provide to District's agents, including the District's third party data administrator/integrator and its agents, reports and data as set forth in Section 9 of the Order Form #1 Addendum that substantiates invoices, substantiates compliance with the performance measurements in Exhibit A of the Contractor Terms of Service Addendum, and as necessary to fulfill its obligations under the Agreement.
- 14. <u>Transfer of Data.</u> Following termination of the Agreement, Contractor shall transfer all the Transferable Participant Data necessary to administer the affected services to the successor, alternate service provider. Such data shall be transferred to the successor, alternate service provider 60 days prior to the effective date of termination, and additionally within five business days following effective date of termination. For purposes of this Section 14, "Transferable Participant Data" shall mean the entire Enrolled Participant list, last date of Enrolled Participant engagement, Enrolled Participant program start date, and if applicable, Enrolled Participant program end date, as transferred by Lark in accordance with applicable law, in order to facilitate a warm transfer of Enrolled Participants to the successor, alternate service provider.

Confidentiality

15. Confidential Information.

Incidental Evnences

- A. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party (the "Disclosing Party") to the other (the "Receiving Party"), which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits, software, technology, pricing, product road maps, or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.
- B. The Receiving Party hereby agrees that it shall not disclose the Disclosing Party's Confidential Information, and any

materials, discussions, or other communications concerning the Disclosing Party's Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If the Receiving Party becomes aware of any disclosure or use not in compliance with this Agreement, the Receiving Party shall notify the Disclosing Party in writing within three (3) business days. The Receiving Party shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with terms materially similar to this Paragraph 15.B.

- C. Receiving Party's obligation under this Agreement to not disclose the Disclosing Party's Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by the Receiving Party or a third party; (b) is independently developed by the Receiving Party without the aid, application or use of the Disclosing Party's Confidential Information; or (c) was received by the Receiving Party on a non-confidential basis prior to receipt from the Disclosing Party or from a third-party lawfully possessing and lawfully entitled to disclose such information.
- D. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for the Receiving Party, is otherwise required by law, provided that in either circumstance:
 - (i) Receiving Party shall furnish the Disclosing Party with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;
 - (ii) Receiving Party shall give the Disclosing Party reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and
 - (iii) Receiving Party shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of the Disclosing Party's Confidential Information to the greatest extent possible.
- E. All Confidential Information provided by the Disclosing Party to the Receiving Party is and shall forever remain the sole and exclusive property of the Disclosing Party. By granting access to Confidential Information, the Disclosing Party does not grant any express or implied right to Receiving Party to use, publish or disclose any Confidential Information. Upon termination of the Agreement the Receiving Party will return to the Disclosing Party all Confidential Information disclosed to it (including copies or summaries of the Disclosing Party's Confidential Information), or with the Disclosing Party's permission destroy the Confidential Information and certify in writing that it has been destroyed. For clarity, (i) "Contractor Data" (as defined in the Contractor Terms of Service Addendum) shall be deemed the Confidential Information of Contractor and (ii) the Receiving Party may retain copies of Confidential Information maintained pursuant to the Receiving Party's standard electronic backup and archival procedures, and to the extent required to comply with requirements of applicable law, or for its internal record-keeping and governance purposes; provided that any information so retained by the Receiving Party shall be maintained confidentially.
- F. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the Disclosing Party and that, to protect against such harm, the Disclosing Party may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the Disclosing Party's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

Indemnification, Insurance, and Taxes

- 16. Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against any and all third party claims, judgments, fines, penalties, damages, losses, and expenses (including, but not limited to attorney's fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred arising out of or resulting from:
 - A. Performance of the contract in violation of this Agreement (including, but not limited to) the Contractor's use of the District's physical sites;
 - B. The Contractor's completion of the duties without compliance with the terms under the contract;
 - C. Injury to or death of persons or damage to property or damage to the District, its agents, employees, Board of Trustees,

members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board to the extent such damage was caused by Contractor and did not result from the acts or omissions of the District or the Districts agents or vendors;

- D. For any negligence, including negligent acts or omissions, or misconduct of Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees;
- E. Contractor's breach of any of its data security or confidentiality obligations, or representations or warranties, under this Agreement;
- F. The Services, the Contractor Platform or any Programs infringing or misappropriating any Intellectual Property Right alleged to be valid in the United States (each, an "Infringement Claim").

The foregoing obligations of Contractor will not apply to any Infringement Claim arising out of: (i) use of the Services, the Contractor Platform or a Program in a manner other than as expressly permitted under this Agreement, (ii) the use of the Services, the Contractor Platform or a Program in combination with goods or services not provided by Contractor, or (iii) the failure to use the latest version of the Services, the Contractor Platform or any Program made available by Contractor. In addition to the foregoing obligations, if the Services, the Contractor Platform or any Programs are, or in Contractor's judgment might be, held to infringe or misappropriate a third party's Intellectual Property Rights, Contractor may, in addition to its aforementioned obligations and at its sole option and expense, replace or modify the Services, the Contractor Platform or Programs so as to avoid infringement or misappropriation, or procure the right for District to continue the use of such Services, Contractor Platform or Programs. If neither of such alternatives is, in Contractor's judgment, commercially reasonable, at Contractor's request, Contractor may, without liability or penalty, cease providing such Services or Programs, or Contractor Platform access, upon written notice to District.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

- 17. District shall indemnify, defend and hold harmless Contractor from and against all damages, liabilities, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees and court costs) to the extent resulting from any third-party claim or lawsuit arising out of (i) District or District vendors' violation of applicable law in connection with sharing of District Data with Contractor, (ii) any inaccuracy of District Data provided to Contractor by District or District vendors.
- 18. <u>LIMITATION OF LIABILITY.</u> IN NO EVENT, WILL EITHER PARTY BE LIABLE FOR LOST PROFITS OR FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE TOTAL LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, FIVE HUNDRED THOUSAND (\$500,000) USD.
- 19. <u>Insurance</u>. During the Term of each Order Form, Contractor will obtain and maintain insurance in the types and minimum amounts outlined below. Upon District's request, Contractor will provide certificate(s) of insurance:

Coverage Type	Minimum Limits of Liability
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 personal and advertising injury \$2,000,000 general aggregate \$2,000,000 products and completed operations aggregate
Business Automobile Liability (for owned, hired and non- owned autos)	\$1,000,000 combined single limit per accident
Workers Compensation And Employer's Liability	In accordance with the laws of the country, state, province, or territory exercising jurisdiction over employees \$1,000,000 each accident/disease—each employee
Umbrella Liability	\$5,000,000 each occurrence/aggregate
Errors & Omissions Liability and Cyber/Network Privacy & Security Liability	\$10,000,000 each claim or occurrence/aggregate

20. <u>Taxes.</u> Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (Social Security); State or Federal unemployment insurance contributions, State or Federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

21. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's employees, if any, at Contractor's own cost and expense.

Indemnification, Insurance, and Taxes

- 22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate Superior Court in Fresno, California.
- 23. <u>Arbitration</u>. If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof
- 24. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

Compliance With Laws; Privacy And Security; Certifications

- 25. <u>Data Privacy and Security</u>. Contractor and District will each comply with all applicable data privacy and security laws in connection with this Agreement. Without limiting the foregoing, Contractor will maintain reasonable and appropriate administrative, physical and technical safeguards designed to (i) ensure the confidentiality and security of PII; (ii) prevent against unauthorized disclosure, destruction, modification, or use of PII, and (iii) protect against any threats or hazards to the security or integrity of PII.
- 26. <u>HIPAA/HITECH</u>. The Parties agree that the Business Associate Agreement ("BAA") attached hereto as Exhibit B to the Contractor Terms of Service Addendum will apply to all PHI received, created or maintained by Contractor in its capacity as a business associate (as defined under HIPAA) to District. The BAA forms a part of and is subject to the terms and conditions of these Terms.
- 27. <u>HITRUST Certification</u>. Upon District's request, Contractor will provide a copy of its HITRUST Certification and will maintain such certification thereafter for as long as any Order Form is in effect.
- 28. SOC-2 Type 2 Certification. Upon District's request, Contractor will provide a copy of its SOC-2 Type 2 Certification and will maintain such certification thereafter for as long as any Order Form is in effect.

Miscellaneous

29. Written Notice. Any notice or other communication hereunder must be given in writing and either (a) delivered by email, (b) delivered in person, (c) delivered by FedEx or similar commercial delivery service, or (d) mailed by certified mail, postage prepaid, return receipt requested, to the Party to which such notice or communication is to be given, at the address first set forth below or to such other address as either party shall have last designated by such notice to the other Party.

Each such notice or other communication shall be effective (a) if sent by email, on the date that the email is received, however, if the time of deemed receipt of any notice is not before 5:00 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day, (b) if given by mail, five (5) days after such communication is deposited in the mail and addressed as aforesaid, (c) if given by FedEx or similar commercial delivery service, one (1) business day after such communication is deposited with such service and addressed as aforesaid, and (d) if given by any other means, when actually received.

District:

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

cc: Stacey Sandoval
Benefits & Risk Management
Executive Director
2309 Tulare Street
Fresno, CA 93721

Contractor:
Lark Technologies, Inc.
Attn: Legal Dept
2570 El Camino Real, Suite #100

Mountain View, CA 94040

- 30. Force Majeure. Neither Party shall be liable for delays or any failure to perform under this Agreement (other than District's obligation to pay fees) due to causes beyond its reasonable control. Such delays include, but are not limited to, pandemic, fire, explosion, flood or other natural catastrophe, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use reasonable efforts to minimize the delays caused by any such event.
- 31. Entire Agreement. This Agreement together with its Addendums, Exhibits and all Order Forms, contain the entire agreement between the Parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the Parties related to the subject matter hereof. The Parties have made no representations, promises, warranties, covenants or undertakings other than those expressly set forth in these Terms and each Order Form. The Parties are not relying on and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied, except for the representations and warranties in these Terms. In the event of a conflict between these Terms and an Order Form, the conflicting provision(s) in the Order Form shall control.
- 32. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 33. <u>Construction</u>. The rule of construction that any ambiguity in an agreement be construed against the drafter of such agreement shall not apply to this Agreement.
- 34. <u>Compliance with Law</u>. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor agrees that it shall comply with all legal requirements for the performance of its duties under this agreement and that failure to do shall constitute material breach.
- 35. <u>Binding Effect</u>. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.
- 36. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify these Terms and any Order Form so as to affect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 37. <u>Amendment</u>. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, only by a written instrument signed by the parties.
- 38. Waiver. No delay in exercising or failure to exercise any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, or be construed to be a waiver of any current or future breach or default. Any waiver, permit, consent or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions or conditions of this Agreement, must be in writing and signed by the waiving Party to be effective. Except for exclusive remedies expressly set forth in this Agreement, all other remedies, either under this Agreement or by law or otherwise afforded to any Party, shall be cumulative.
- 39. <u>Assignment</u>. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District provided that Contractor may assign this Agreement in its entirety with notice to the District, incidental to a sale, transfer, or other disposition by Contractor of substantially all of its assets.
- 40. <u>Non-Discrimination</u>. It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.
- 41. Non-Exclusive. Each Party retains the right to undertake research, marketing and development programs or to establish collaborations with third parties in any area, including areas which are or become the subject of this Agreement, consistent with the rights expressly granted to the other Party under this Agreement and subject at all times, without limitation, to the

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confidentiality and intellectual property sections set forth in this Agreement.

- 42. Execution in Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- 43. <u>Board Approval</u>. For contracts in excess of \$15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.

DISTRICT

Fresno Unified School District

Lark Technologies, Inc.

Docusigned by:

Shank Maryus

BBF1AFF50A36441...
Name/Title: Shannon Marques, Chief Revenue Officer

11/12/2023

Date

Approved As to Form:

Date

Dec 22, 2023
Stacey Sandoval, Executive Director,

Benefits & Risk Management

Lark Terms of Service Addendum to FUSD Independent Contractor Services Agreement

Lark is engaged in the business of providing, through its proprietary artificial intelligence-based platform, integrated chronic disease prevention and management programs that incorporate expert digital health coaching and smart connected devices. Fresno Unified School District ("Client" or the "District") desires to retain Lark to provide to Client and its Eligible Participants the services identified in each Order Form signed by the Parties, all subject to and as set forth in each Order Form and these Terms (collectively, the "Agreement"). The Parties agree as follows:

1. DEFINITIONS.

- 1.1. "Client Data" means all Personally Identifiable Information provided by Client or Eligible Participants to Lark pursuant to this Agreement. For clarity, "Client Data" excludes Lark Data.
- 1.2. "Counseling Session" means a personalized conversational text-based coaching interaction of the Lark Platform based on an Enrolled Participant data point.
- 1.3. "Designated Program" means each Program designated in an Order Form to be made available to Eligible Participants.
- 1.4. "Device" means each connected device (e.g., a digital weight scale) provided by Lark to an Enrolled Participant as a part of a Designated Program.
- 1.5. "Documentation" means Lark's training materials, guides, program descriptions, program specifications and supporting materials, and all updates to any of the foregoing, describing any of the Programs or the Services.
- 1.6. "Eligible Employee" means each employee or retired employee of Client that is enrolled in Client's self-insured health plan and that has been identified by Client in an Eligibility File as eligible to participate in a Designated Program.
- 1.7. "Eligible Dependent" means a spouse, domestic partner, or dependent child of an employee or retired employee (as such terms are defined by the Client) of Client that is enrolled in Client's self-insured health plan, and that has been identified by Client in an Eligibility File as eligible to participate in a Designated Program.
- 1.8. "Eligible Participant" means each Eligible Employee and Eligible Dependent in the Designated Group defined in an Order Form.
- 1.9. "Enrolled Participant" means each Eligible Employee and Eligible Dependent that downloads Lark's Mobile App and enrolls in a Program.
- 1.10. "Intellectual Property" means tangible and intangible discoveries, inventions, developments, improvements, works of authorship, mask works, identifying marks, trade dress, confidential or proprietary information, trade secrets, know-how, designs, processes, technologies and other items for which Intellectual Property Rights may be secured anywhere in the world.
- 1.11. "Intellectual Property Right" means all tangible and intangible rights throughout the world in patents, patent applications, utility models, design rights, copyrights, moral rights, mask work registrations, trademarks, service marks, and other intellectual and industrial property rights of every kind and nature

whether arising by operation of law, contract, license or otherwise. For clarity, the Lark Platform, the Programs and Documentation constitute Lark Intellectual Property.

- 1.12. "Lark Data" means (i) all data created by Lark as a result of de-identifying Client Data, (ii) all usage and performance data (de-identified where applicable) pertaining to the Lark Platform, the Programs or the Services (e.g., how often or how many times users contacted customer support, where on the touch screen users touched, etc.), and (iii) all data and insights generated by Lark from any of the foregoing, including, without limitation, engagement data provided in reports to Client pursuant to an Order Form. Lark agrees to use the Safe Harbor Method under HIPAA for any de-identification of data under this Agreement.
- 1.13. "Lark Platform" means Lark's proprietary digital platform and all related software, tools, applications, code, protocols, algorithms, methods and processes, and infrastructure, used by Lark to provide the Services, including, without limitation, the Programs.
- 1.14. "Mobile App" means Lark's mobile application for smartphones using iOS or Android operating systems. For clarity, the Mobile App is a part of, and is included with the definition of, the Lark Platform.
- 1.15. "Order Form" means a written document, signed by the Parties, that incorporates these Terms and identifies any products or services that are to be provided by Lark. Each Order Form may include other terms and conditions related to the purchase and delivery of such products and services, including, without limitation, fees to be paid by Client.
- 1.16. "Personally Identifiable Information" or "PII" shall mean any information concerning an individual that can be used to personally identify the individual, including, but not limited to, name, email address, and phone number. PII includes PHI.
- 1.17. "Program" means the Lark chronic disease prevention and management programs described in the Programs description incorporated into an Order Form (the "Programs List").
- 1.18. "Protected Health Information" or "PHI" has the meaning specified in the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA") and the regulations thereunder.
- 1.19. "Services" means the services specified in these Terms to be provided by Lark to Client and Eligible Participants in connection with any Program.

2. PROGRAMS AND SERVICES.

2.1. Lark to Provide Designated Programs and Services. Subject to the terms and conditions of this Agreement, Lark will use commercially reasonable efforts to provide the Designated Programs and Services to Client and Eligible Participants, as specified in each Order Form and these Terms. The Designated Programs to be provided by Lark, and the Designated Groups from which Eligible Participants will be identified for such Designated Programs, will be only as set forth in each Order Form. Each Order Form may be changed only upon the written agreement of both Parties to such changes, and Client acknowledges and agrees that any changes to the Order Form may require the payment of additional or increased fees by Client. For clarity, unless expressly set forth in an Order Form, Lark will not be responsible for any customization work, any integration with Client's or its third-party vendor's systems, or any other professional or technical support or assistance to Client or any other party. The provision by Lark of the Services, and the implementation and launch of the Lark Platform and Designated Programs, are subject to the timely fulfillment by Client of its obligations under this Agreement and the cooperation and provision

of information, data and assistance by Client (and, if applicable, Client's third-party technology vendors) as reasonably requested by Lark.

2.2. Provision of Eligible Participant Information. Client shall provide to Company Lark each month a file (each, an "Eligibility File") containing the Eligible Participant data elements listed in the Eligibility File specifications (the "Eligibility File Specs") incorporated into an Order Form, and Client shall provide the Eligibility File in the format and as specified by Lark. Client will indicate in the Eligibility Files the Designated Program(s) for which each Eligible Participant is eligible (each, an "Eligibility Designation"). Lark will use the Eligibility Files and Eligibility Designations to determine the initial communications that should be sent to each Eligible Participant.

2.3. Eligible Participant Invitation and Enrollment.

- 2.3.1. Client shall obtain all necessary permissions and authorizations required for Client to be permitted to share Client Data with Lark and for Lark to use such Client Data pursuant to communicate with Eligible Participants to promote the Programs for the purpose of enrolling such Eligible Participants into the appropriate Program, and Client shall ensure that all such data provided to Lark is accurate and complete.
- 2.3.2. Client will, in accordance with the Implementation Plan, send an initial communication to Eligible Participants introducing them to Lark and the Programs (the "Introductory Communications") using content and messaging provided by Lark. The Introductory Communication will be sent via email or, if an email address is not available, such other method as is agreed to between Client and Lark. After the Introductory Communications to Eligible Participants, except as otherwise agreed to by the Parties in writing (email is sufficient) or as provided in these Terms, all subsequent Program-related marketing communications to such Eligible Participants will come from Lark. Lark will use the contact information in the Eligibility Files to market the Programs to Eligible Participants, and Lark will invite such Eligible Participants to enroll in the applicable Designated Program. Client agrees that Lark may use email, direct mail, text, telephonic outreach, paid media, social media, and landing pages for such marketing, subject to Client's prior written approval (email is sufficient) as to general content and logo usage for each campaign theme (and Lark may make non-material changes to such content without further approval). Client agrees that Lark's communications to Eligible Participants may be co-branded with Client's Marks. Client will identify in each monthly Eligibility File those Eligible Participants who are no longer eligible to participate in a Program. Such employees will be removed from future enrollment campaigns and Client shall no longer be billed for such Eligible Participants engagement in the Program. Client acknowledges and agrees that Lark may also conduct generic advertising campaigns (e.g., digital advertising, social media, etc.) for its Programs that may result in Eligible Participants enrolling in a Designated Program. Client acknowledges and agrees that Lark's ability to implement and launch the Lark Platform with respect to any Designated Group is conditioned upon Client's completion of the approval process in this subsection, and delays in the process may delay such implementation and launch.
- 2.3.3. Lark will provide to each contacted Eligible Participants a link to download and install the Mobile App. Lark will use reasonable efforts to assist Eligible Participants with the registration process to facilitate successful installation of the Mobile App, including but not limited to e-mail support. Client acknowledges and agrees that Eligible Participants must have and maintain, and have the ability to use, the personal equipment and services (including, without limitation, a smartphone with iOS or Android operating system and connectivity services) (collectively, the "Participant Equipment") required to download the Mobile App and to access and use the Designated Programs and Services as made available by Lark. Lark shall have no liability for an Eligible Participants or

Enrolled Participant's inability or limited ability to access or use a Designated Program or any Services due to such individual's failure to acquire, maintain or properly use Participant Equipment. Client acknowledges and agrees that Eligible Participants will be required to agree to be bound by Lark's online terms and conditions and privacy policy prior to accessing any Programs or Services, and Eligible Participants will be responsible for any data charges associated with using the Programs or Services.

- 2.3.4. Lark will provide to each Enrolled Participant the Device(s) appropriate for the Designated Program in which the Enrolled Participant has enrolled pursuant to this Agreement (as specified in the Order Form). In addition to Devices being capable of connecting with the Mobile App, Devices will also be capable of connecting to and sharing data with any HealthKit (for iOS operating system) or Google Fit (for Android operating systems) application used by an Enrolled Participant (subject to the Enrolled Participant providing permission for the Lark Platform to access such data).
- 2.3.5. Through its Mobile App, Lark will provide each Enrolled Participant with access to the applicable Designated Program, including the features of such Designated Program, as described in the Programs List.
- 2.3.6. Lark may periodically launch engagement campaigns to re-engage Enrolled Participants or obtain their feedback on the Programs.
- 2.4. <u>Employee Transition</u>. When an Enrolled Participant is no longer eligible for access to any Designated Programs, Lark may provide that Enrolled Participant with the option of transitioning to an alternate Lark service or permanently deleting their account, subject to Section 10.
- 2.5. <u>Escalation Points of Contact</u>. If an "escalations" Program configuration is selected by Client and set forth in an Order Form, Client will provide to Lark the contact and other reasonably requested information for the appropriate clinical escalation contacts to be used by Lark for Enrolled Participants who trigger the clinical thresholds for escalation within a Program. Client acknowledges and agrees that Lark is not liable, and shall have no liability, for any harm or damages that may occur as a result of an Enrolled Participants failure to act in connection with any attempted escalation by Lark.
- 2.6. Reports to Client. Lark will use commercially reasonable efforts to provide reports to Client as specified in each Order Form. Each report will contain de-identified and aggregated data reflecting enrollment by Designated Program, Enrolled Participant engagement summaries, performance toward outcomes and Enrolled Participant satisfaction survey results. Lark may modify the contents of reports by providing Client with at least ninety (90) days' advance written notice (which may be by email) of any such modification.

3. <u>IMPLEMENTATION</u>.

- 3.1. <u>Implementation Plan</u>. Lark and Client agree to work together in good faith to agree upon a written implementation plan ("Implementation Plan") containing tasks for each party to facilitate the launch of the Designated Programs. The Implementation Plan may include different task completion dates (each, a "Task Completion Date") and a target launch date ("Target Launch Date") with respect to a Designated Group. The Implementation Plan may be changed only upon the written agreement of both Parties to such changes, and Client acknowledges and agrees that any changes to the Implementation Plan may require the payment of additional or increased fees by Client.
- 3.2. <u>Launch</u>. Upon completion of all tasks outlined in the Implementation Plan with respect to a Designated Group, and subject to the expiration of any time period set forth in the Implementation Plan

between full task completion and launch, Lark will launch the Lark Platform for that Designated Group and the Parties will begin the process of communicating with Eligible Participants in accordance with the Agreement. Client acknowledges and agrees that Lark's ability to launch the Lark Platform on the Target Launch Date is subject to Client (or, if applicable, Client's party health plan administrator) completing all required tasks in the Implementation Plan no later than the Task Completion Date for each such task. Lark shall have no liability to Client or any other party for any delays in launching (or inability to launch) the Lark Platform due to delays or failures by Client (or, if applicable, its third-party health plan administrator) in completing its tasks in the Implementation Plan or otherwise fulfilling its responsibilities under the Agreement.

- 3.3. <u>Cooperation</u>. In addition to fulfilling its other obligations under the Agreement, Client shall make available Client personnel and cooperate (and, if applicable, cause its third-party technology vendors and health plan administrators to cooperate) with Lark in providing all data, information and assistance reasonably requested by Lark to enable Lark to implement and launch the Lark Platform in accordance with this Agreement.
- 3.4. <u>Client Training</u>. Lark will provide Client with, and Client shall cause relevant Client personnel to attend, training on the Designated Programs in accordance with the Implementation Plan or as otherwise mutually agreed to by the Parties in writing. The training will consist of Lark providing Client-specified individuals with sufficient training with respect to the functions, features and operation of the Programs.

4. PROMOTION OF PROGRAMS.

- 4.1. <u>Client Promotion</u>. Upon Lark's request and in coordination with Lark, Client will actively promote and market the Programs and Services to Eligible Participants using marketing materials and Program information provided by Lark. Upon request, Lark will provide to Client pre-approved materials about the Designated Programs for provision to potential Eligible Participants Dependents who may wish to participate in a Designated Program.
- 4.2. <u>Publicity</u>. The parties agree to discuss joint publicity opportunities, including the possibility of Lark referencing Client as a client in its marketing materials or on Lark's website, to be pre-approved and mutually agreed by the parties in writing, on a case-by-case basis.

5. USE OF DOCUMENTS AND MARKS.

5.1. Trademarks. Each Party hereby grants to the other Party a non-transferable, non-sublicensable, non-exclusive, limited license during the Term to use the granting Party's trademarks ("Marks") for purposes of performing this Agreement, including (i) in Client's case, for Client's advertising and promotion of the Programs in accordance with these Terms, provided such use conforms to the Lark quality standards and guidelines from time to time in effect, and (ii) in Lark's case, for Lark's preparation and use of enrollment and Program communications and materials. Neither Party shall do business under any Mark of the other Party (or any derivative or variation thereof) and shall not directly or indirectly hold itself out as having any relationship to the other Party or its affiliates other than as set forth herein. Marks may only be used by the other Party during the Term of each Order Form. All Client advertisements, catalogs, promotions or similar material using Lark Marks or any reference thereto shall be subject to pre-publication review and approval by Lark. Nothing in this Agreement creates in the other Party, and such other Party agrees not to assert, any rights in or to the granting Party's Marks. If, in Lark's sole judgment, any use of Marks by Client is detrimental to any Lark Marks or Lark's reputation, or otherwise undesirable, Lark may withdraw such permission without liability. Any and all goodwill arising from the use of any Marks shall inure solely to the benefit of the Mark owner.

- 5.2. <u>Documentation</u>. Lark hereby grants to Client a non-transferable, non-sublicensable, non-exclusive, limited license during the Term to copy and use, solely for its internal business purposes in training its personnel and assisting Eligible Participants concerning the Programs, all Documentation provided by Lark to Client.
- 5.3. Restrictions. Except as explicitly set forth in this Agreement, Client will not, and will not assist others to: (1) copy or modify the Lark Platform, Mobile App, Client Dashboard, Documentation, Services or any Programs; (2) use the Lark Platform, Mobile App, Client Dashboard, Documentation, Services or any Programs for any purpose other than as expressly set forth in this Agreement; (3) remove Lark's proprietary rights notices; or (4) reverse engineer, decompile, or disassemble, or apply any procedure or process to ascertain, derive, and/or appropriate, any source code pertaining to the Lark Platform, Mobile App, Client Dashboard, Documentation, Services or any Programs, or any trade secret embodied therein.
- 5.4. <u>Usage Limitation</u>. Client's use of the Dashboard, and the availability of Programs and Services, is subject to any applicable limitations in an Order Form, such as, by way of example only, maximum user counts, server calls or page views.
- 6. <u>SERVICE LEVELS</u>. Lark shall provide the Lark Services in accordance with and subject to, and the Parties agree to the terms and conditions of, the Service Level Agreement attached hereto as <u>Exhibit A</u> (the "SLA").
- 7. <u>CLIENT SUPPORT</u>. Lark shall provide to Client technical support regarding (i) use of the Client Dashboard by Client, and (ii) use of the Programs by Eligible Participants. Such support shall include email support, along with telephone support for escalation during the following hours: 8 a.m. through 6 p.m. (PT) Monday through Friday (excluding federal holidays).

8. PERSONNEL.

- 8.1. <u>Background Checks</u>. For all incoming personnel (employees and contract workers), Lark will conduct a background investigation before assigning any such individual to perform Lark Services with access to Client Data. The Lark standard background investigation includes a criminal background check and drug test. Further, Lark will require all Lark personnel to (1) comply with rules and regulations, and policies provided by Client regarding safety, health and professional conduct while on site at Client facilities, and (2) otherwise conduct themselves in a professional and businesslike manner.
- 8.2. <u>Client Account Manager</u>. Lark will designate a qualified individual as Client's primary initial contact regarding the Programs and Services who will be available to interact with Client personnel on a reasonable as needed basis.
- 8.3. <u>Security Training</u>. Lark will ensure that any of its personnel, contractors or agents who may come into contact with Client Data undergo HIPAA privacy and security training prior to receiving or having access to any Client Data.
- 9. <u>DEMONSTRATION</u>. Prior to going live with any Designated Programs, Lark will provide Client with access to a demonstration of the Designated Programs for Client's general awareness of what Eligible Participants will experience. Other than the appearance of Client's Marks, no changes will be made to any Designated Programs or communications unless agreed to in writing by Lark (which agreement shall be in Lark's sole discretion). Client acknowledges and agrees that any such changes may require the payment of additional fees by Client. For purposes of clarity, the Mobile App and Lark Platform will remain *solely* Lark-branded and will not include Client Marks or the marks of any Client vendors.

10. Enrolled Participant Right to Transfer PHI. Notwithstanding anything to the contrary herein, if an Enrolled Participant participation in any Programs ends for any reason, including change of employment, termination of an Order Form or these Terms or otherwise, Lark may, while these Terms are in effect and during any Transition Assistance period, notify the Employee to ask if they would like to continue using any of Lark's services and to have their PHI transferred to Lark via a valid authorization. This would be a voluntary right of the Employee and an Employee can choose to either agree to or deny such a request from Lark. If agreed to by an Enrolled Participant, Lark would transfer such Enrolled Participant PHI to Lark's database pursuant to the electronically signed authorization from the Enrolled Participant. If an Enrolled Participant rejected such a request, Lark will treat such PHI as it will all other Client Data under this Agreement.

11. INTELLECTUAL PROPERTY AND DATA.

- 11.1. Intellectual Property. Nothing herein shall be deemed to convey ownership of any Lark Intellectual Property. All proprietary rights, title and ownership rights, including worldwide ownership, in and to such Intellectual Property remain vested in Lark. For clarity, Lark owns and shall continue to own all right, title and interest in and to the Lark Platform, the Services and the Programs, and all modifications (including, without limitation, all customizations) to any of the foregoing, and all Intellectual Property Rights therein and related thereto. The Parties acknowledge that Client may from time-to-time provide suggestions or ideas concerning the Services, the Lark Platform, the Programs and other Lark Intellectual Property ("Feedback"). Lark shall have the unrestricted right, and Client hereby grants to Lark a non-exclusive, worldwide, perpetual, irrevocable, sublicensable, transferable, and fully paid right and license, to use and fully exploit any and all Feedback for any purposes, commercial or otherwise, without any obligation of compensation or attribution to Client or any third party.
- 11.2. <u>Restrictions</u>. Except as expressly authorized by Lark in writing, Client shall not copy, modify, reverse engineer or decompile, or attempt to access or determine the source code of, any tangible or intangible item in which any Lark Intellectual Property is embodied or assist others to do so. No Lark Intellectual Property may be distributed, sublicensed or otherwise disseminated without Lark's prior written consent.
- 11.3. Ownership and Use of Lark Data. Lark Data, and any derivative works thereof, shall be and remain the property of Lark. Except as expressly permitted in these Terms, Client shall not sell, assign, lease, disseminate, or otherwise disclose Lark Data or any part thereof to any other person, and Client shall not commercially exploit any part of the Lark Data. Client shall not allow its employees and/or subcontractors to do any of the foregoing and shall take reasonable measures to prevent such misuse.
- 11.4. Records and Audit. Lark agrees to maintain accurate and complete records relating to the provision of Lark Services provided under these Terms and to maintain reasonable records retention practices in the normal course of business for a period of seven (7) years from creation of the applicable record. Lark agrees that, during the Term of each Order Form and for a period of seven (7) years thereafter, Client may, not more than once in any calendar year and upon providing at least ten (10) business days' notice to Lark, engage an independent auditor reasonably acceptable to Lark may, to verify the integrity of Client Data and the systems that process, store, and transmit that data ("Audit"). Lark will cooperate with any such Audit(s) and provide access to books, records, data and other documentation reasonably requested by Client directly relating to the subject of the Audit. Lark may require the auditor to execute a reasonable confidentiality agreement maintaining in confidence all information obtained in the course of an Audit, including a prohibition on the disclosure to Client of any information other than that necessary to document any noncompliance by Lark with its data security obligations hereunder. Audits will be conducted during normal business hours, at Client's expense, and in such a manner as to not disturb Lark's business, the Programs or Services.

11.5. Non-Solicitation of Lark Employees. During the Term of each Order Form and for a period of one (1) year following the termination of these Terms, Client will not solicit, induce, or otherwise encourage any Lark employee, contractor, agent, or representative to leave Lark (however this restriction will not apply to employee responses to general, non-targeted, employment advertisements or job postings by Client).

12. MISCELLANEOUS.

12.1. <u>Injunctive Relief</u>. Each Party acknowledges that the unauthorized use by a Party of the Intellectual Property of the other Party would cause irreparable harm and significant injury that would not be remediable by an action for money damages. Accordingly, each Party agrees that, notwithstanding anything in the Agreement to the contrary, a Party may seek to enforce its rights with respect to the protection of such Party's Intellectual Property Rights through equitable relief in a court of competent jurisdiction, including but not limited to an immediate injunction, and each Party hereby waives any argument that the other has an adequate remedy at law with respect thereto.

EXHIBIT A

SERVICE LEVEL AGREEMENT

The terms and conditions of this service level exhibit shall apply to Lark's provision of the Services and Designated Programs. Within ninety (90) days after the launch of the Lark Platform with respect to a Designated Group in accordance with an Order Form, Lark will, subject to the Terms, the relevant Order Form and this Exhibit, meet the following service levels (each, an "SLA") with respect to such launch. Lark will track and provide a report to Client on a quarterly basis concerning these SLAs.

Category	<u>Definition</u>	<u>Metric</u>	Measurement Period
Server Uptime	API response to pings.	97.5%	
No Lark system update requires downtime greater than twenty-four (24) hours.		100% Quarterly	Quarterly
Client Support			

A.I. Response Rate	Average AI-driven chat response time (after launch of a Program) to present chat dialogue and receive responses.	Five (5) seconds on average or less	
Program Satisfaction	Satisfaction rate of Enrolled Participants regarding Designated Programs based on any in-app surveys provided by Lark, subject to a minimum of 100 Enrolled Participants responding to the survey: Average satisfaction rating by all Enrolled Participants responding to the survey will be a "6" or better on Lark's standard 10- point scale (0 is completely unsatisfied; 10 is completely satisfied) when measured on a quarterly basis.	Average Satisfaction rating of "6" or better	Quarterly
Data and Reporting Timeliness	The time reports are delivered in accordance with the contractual timeline for delivery as set forth in the Terms.	One hundred percent (100%) compliance	

Participant Support Satisfaction	Enrolled Participant satisfaction with Employee support services by Lark following ticket resolution specific to services rendered to address Employee's complaint, subject to a minimum of 100 Enrolled Participants responding to the survey from Lark: Average satisfaction rating by all Enrolled Participants responding to the survey will be a "6" or better on Lark's standard 10-point scale (0 is completely unsatisfied; 10 is completely satisfied) when measured on a quarterly basis.	Seventy percent (70%) or better	
Participant Support Average Response Time	Average amount of time, in hours, for a response to an Enrolled Participant or Eligible Participant's written email inquiry, as measured on a quarterly basis.	Forty-eight (48) hours.	

Minimum Measurement Points. There must be a minimum of one hundred (100) measurement points during the measurement period for an SLA to be measured for the following SLAs: Program Satisfaction, Participant Support Satisfaction, and Participant Support Average Response Time.

Exceptions. Notwithstanding anything herein to the contrary, if Lark fails to achieve any SLA as a result of any delay or failure by Client to perform any of its obligations under the Agreement, or as a result of actions by Lark that are permitted under Lark's online terms of service, or as a result of events outside of the reasonable control of Lark, any such failure will not be deemed to be an SLA failure for purposes of the remedy set forth in this SLA exhibit.

Termination for Repeated SLA Failure. Subject to the exceptions noted above, if Lark fails more than three (3) of the SLAs in a given measurement period (a "Threshold Failure"), Client may terminate this Agreement by providing thirty (30) days' advance written notice to Lark within the thirty (30) day period immediately following the Threshold Failure.

<u>Sole Remedy</u>. Notwithstanding anything in the Agreement to the contrary, the termination rights afforded Client under this SLA constitutes the sole and exclusive remedy, and Lark's sole and exclusive liability, for any failure by Lark to achieve any of the SLAs in this SLA exhibit.

EXHIBIT B FUSD BUSINESS ASSOCIATE AGREEMENT

Business Associate Addendum

This Business Associate Addendum ("Addendum"), effective Febuary 1, 2024 regardless of the date executed, is incorporated into and made part of the FUSD Independent Contractor Services Agreement("Agreement") by and between the Fresno Unified School District Employee Health Care Plan ("Covered Entity") and Lark Technologies, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

I. Definitions

- (a) <u>Catch-all Definitions</u>: The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Access, Breach, 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 Incident, Security Rule, Subcontractor, Unsecured Protected Health Information, and Use.
- (b) <u>Breach</u>. 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) <u>Business Associate</u>. "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 Lark Technologies, Inc.
- (d) <u>Covered Entity</u>. "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) <u>Successful Security Incident</u>. "Successful Security Incident" shall mean a Security Incident that results in the unauthorized Access, Use, Disclosure, modification, or destruction of PHI.
- (f) <u>Workforce</u>. 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) Business Associate agrees to provide a copy of its SOC 2 Type 2 and HITRUST Certification reports to Covered Entity upon Covered Entity's request and will maintain such certification thereafter for as long as the Agreement is in effect.
- (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.
- (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 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 seventy-two (72) hours after the confirmation of the Breach. A Breach shall be treated as confirmed 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 all reasonable costs and expenses associated with the notification and mitigation of the Breach, whether implemented by Business Associate or Covered Entity, subject to the Limitation of Liability section of the Agreement.
- (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.
- (I) 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).
- (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 seventy-two(72) 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 Business Associate as a Business Associate 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);
- (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 seventy-two(48) 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 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) <u>Electronic Data Interchange</u>. 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) <u>Term.</u> The Term of this Addendum shall be effective as of the effective date of the Agreement 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) <u>Termination for Cause</u>. 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
 - (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) <u>Termination of Business Associate Relationship.</u> 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

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

- (b) <u>Entire Agreement</u>. 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) <u>Controlling Addendum</u>. 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) <u>Regulatory References</u>. 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) <u>Amendment</u>. 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) <u>Ambiguities</u>. 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) <u>Survival</u>. 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) <u>Waiver</u>. 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) <u>Choice of Law and Venue</u>. 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) <u>Notices</u>. Any notice, demand, or request given in accordance with this Addendum shall be given by email; personal delivery; by messenger delivery; by facsimile 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

Notice shall be given to Business Associate as follows:

Lark Technologies, Inc. 2570 El Camino Real, Suite #100 Mountain View, California 94040

- (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 in connection with a Breach caused by Business Associate or its subcontractors or agents.
- (m) <u>Severability</u>. 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) <u>Counterparts</u>. This Addendum may be executed in counterparts which, taken together, shall constitute the whole of this Addendum between the Parties.

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

FUSD Employee Health Care Plan

By: Patrick Jensen (Jan 25, 2024 15:26 PST)

Print Name: Patrick Jensen

Print Title: Chief Financial Officer

Date: Jan 25, 2024

Date

Approved As to Form:

Dec 22, 2023

Stacey Sandoval, Executive Director,

Risk Management

Hareft &

BUSINESS ASSOCIATE

Lark Technologies, Inc.

DocuSigned by:

By: Shannon Marques

Print Name: Shannon Marques

Print Title: Chief Revenue Officer

Date: 11/12/2023

ORDER FORM NO. 1 Addendum to FUSD Independent Contractor Services Agreement

THIS Order Form No. 1 ("Order Form") is entered into and made effective as of February 1, 2024 ("Order Form Effective Date") and is governed by and subject to the FUSD Independent Contractor Services Agreement (the "Agreement") executed by Lark Technologies, Inc. ("Lark") and Fresno Unified School District ("District") with the Effective Date of February 1, 2024. All capitalized terms used but not defined in this Order Form shall have the meanings ascribed to them in the Agreement. District and Lark may also be referred to as "Party" or "Parties".

- 1. <u>DESIGNATED PROGRAMS</u>. The following is the Designated Program to be provided by Lark pursuant to the Agreement and this Order Form, as further described in Schedule 1:
 - Diabetes Care Program
- 2. <u>TARGET LAUNCH DATE</u>. Ninety (90) days after the Order Form Effective Date. District and Lark will work together in good faith to agree upon an Implementation Plan as described below to facilitate launch of the Designated Program by the Target Launch Date.
- 3. <u>DESIGNATED GROUP</u>. The following is the Designated Group with respect to which the Diabetes Care Program will be made available pursuant to the Agreement and this Order Form:
 - All individuals that are Eligible Employees of District and their Eligible Dependents (18 years of age or older).
 - o "Risk-Identified Population" means those individuals within the Designated Group that have been identified as having Type 2 Diabetes and are opted into marketing outreach.
 - O As stated in the Lark Terms of Service, "Eligible Employee" means each employee or retired employee of Client that is enrolled in Client's self-insured health plan and that has been identified by Client in an Eligibility File as eligible to participate in a Designated Program.

4. FEES.

Per Enrolled Participant Per Month (PEPPM) Pricing: Monthly charge for Enrolled Participants, 90-day minimum per participant.

- Diabetes Care Program: \$46.58 per Enrolled Participant per month (includes devices outlined in Devices Chart in Schedule 1, if ordered by Enrolled Participant)
- 5. ELIGIBILITY FILES. At least fifteen (15) days prior to the Target Launch Date and no later than the fifteenth (15th) day of each month thereafter, District shall provide to Lark an Eligibility File containing the data elements set forth in Schedule 2 hereto for all individuals in the Designated Group. District shall provide each Eligibility File in a manner and format reasonably requested by Lark. Lark may update the Eligibility File data element requirements by providing ninety (90) days' advance written notice (which may be by email) to District, and District will ensure that each Eligibility File provided after the expiration of the 90-day period conforms to the updated Eligibility File requirements.

STANDARD CONFIGURATIONS. The following standard configurations are available at no additional cost to District:

- Co-branding Standard Configurations
 - Marketing: District Vanity URL for program marketing landing page including unique landing page details and disclaimers. Upon District's request and authorization, certain Program marketing emails and materials can be co-branded with District and Lark branding.
 - **Enrollment:** Inclusion of District name and logo along with District messaging regarding ineligibility and non-qualification.
 - AI Program Conversations: Inclusion of District name in the application conversations. i.e., "brought to you by District" within an in-app coaching conversation (not persistent)
- o In Application Standard Configurations (in addition to the above)
 - **Program Escalations:** Ability to specify a District program-specific escalation name (e.g., medical provider, health plan representative, care management program) and associated contact telephone number.
 - Program Surveys: Designation of which of the standard Lark surveys should be available within the Program
 - Customer Satisfaction Survey
 - Net Promoter Survey
 - Medication Adherence Survey

6. CUSTOMIZATIONS. Not Applicable

7. IMPLEMENTATION.

- o Implementation Plan. The Parties agree to fulfill their respective obligations, to do so within the timeframes provided in an Implementation Plan, and to make a good faith effort to mutually agree upon the Implementation Plan within fifteen (15) business days after the Order Form Effective Date. The Implementation Plan may include different task completion dates (each, a "Task Completion Date") to enable the Parties to meet the Target Launch Date. The Implementation Plan and the scope of work provided in this Order Form may be changed only upon the written agreement of both Parties to such changes, and District acknowledges and agrees that any changes to either the Implementation Plan or the scope of work under this Order Form may require the payment of additional or increased fees by District. For clarity, unless expressly set forth herein or in the Implementation Plan, Lark will not be responsible for any customization work, any integration with District's or its third-party vendor's systems, or any other professional or technical support or assistance to District, any District customer or any other party.
- o <u>Launch</u>. Upon completion of all tasks outlined in the Implementation Plan with respect to a Designated Group, and subject to the expiration of any time period set forth in the Implementation Plan between full task completion and launch, Lark will launch the Lark Platform for that Designated Group and the Parties will begin the process of communicating with the Designated Group in accordance with the Agreement and this Order Form. District acknowledges and agrees that Lark's ability to launch the Lark Platform on the Target Launch Date with respect to any Designated Group is subject to District completing all required tasks in the Implementation Plan no later than the Task Completion Date for each such task. Lark shall have no liability to District or any other party for any delays in launching

(or inability to launch) the Lark Platform due to delays or failures by District in completing its tasks in the Implementation Plan or otherwise fulfilling its responsibilities under the Agreement or this Order Form.

- o <u>Cooperation</u>. In addition to fulfilling its other obligations under the Agreement and this Order Form, District shall make available District personnel and cooperate (and, if applicable, cause its third-party technology vendors to cooperate) with Lark in providing all data, information and assistance reasonably requested by Lark to enable Lark to implement and launch the Lark Platform in accordance with this Order Form.
- 8. INACTIVE ENROLLED PARTICIPANTS. Lark establishes a marketing cadence to keep Enrolled Participants engaged throughout the duration of their Program, including a proven method of inactivity outreach customized for 7, 14, 30, and 60+ days of inactivity. In the event an inactive Enrolled Participant is not sufficiently re-engaged by month three (3) of their first year of enrollment, Lark will no longer bill District for that particular inactive Enrolled Participant, starting in month four (4). "Engagement" includes: a personalized digital coaching session, meal logging, physical activity, and/or sharing biometric device data (weight scale or glucometer). In the event an Enrolled Participant reengages with the Program after a period of inactivity, Lark will begin billing for such Enrolled Participant again in the calendar month following such re-engagement.
- 9. REPORTING. Lark shall provide quarterly business reports ("QBRs") on a rolling quarterly basis no later than the fifteenth (15th) business day after the end of the preceding calendar quarter, beginning with the first full quarter after Lark has launched the Lark Platform in accordance with this Order Form. Lark will provide each QBR in person or via video conference presentation, and District agrees to cause its key personnel to attend such presentation. The QBRs will include de-identified and aggregated data from the most recent calendar quarter regarding progress and insights concerning Enrolled Participants. QBRs will be organized by total book of business and, where required information has been provided by District, by Designated Group. Starting ninety (90) days after launch and monthly thereafter Lark will provide de-identified and aggregated information regarding progress and insights concerning Enrolled Participants. At the District's request, Lark shall also provide monthly member-level enrollment, coaching-engagement, biometric data and glucometer reading data to the District's third party data administrator. Data will be provided electronically in a file format mutually agreed upon.
- 10. TRAINING. Lark will provide District with, and District shall cause relevant District personnel to attend, training on the Designated Programs in accordance with the Implementation Plan or as otherwise mutually agreed to by the Parties in writing. The training will be outlined in an Implementation Plan and may include training for District-specified individuals by Lark regarding the functions, features and operation of the Designated Programs.
- 11. <u>CLIENT MARKETING COMMITMENTS.</u> Client commits to the following program marketing activities:
 - Client agrees to mail three (3) rounds of program communications to the Risk Identified Population ("Direct Mailers") at Client's sole expense. The Direct Mailers shall promote and explaining the Lark Diabetes Care Program (content to be pre-approved by Lark), and include a Lark registration QR code.
 - Client shall promote and assist with the Lark registration process at all of Client's onsite blood draw events. At Lark's option, Lark may send a Lark representative to support Client at such onsite events.
 - Client shall promote the Lark Diabetes Care Program near the top of the WellPATH (wellness)
 pate on the Client internet site for at least three (3) months. Client shall promote the Lark
 Diabetes Care Program within each of Client's challenge communication packets.

Dec 22, 2023

Risk Management

Stacey Sandoval, Executive Director

12. <u>LARK PERFORMANCE GUARANTEES</u>. Lark will put at risk 15% (5% for each of: Engagement, Outcomes, and SLA collectively, the "Performance Guarantees") of the total annual Per Enrolled Participant Per Month (PEPPM) fees collected on all District Enrolled Participants as set forth in Section 4 (the "Performance Guarantee Payment"). Lark shall provide a final report to District annually regarding its performance against the Performance Guarantees and in the event that any Performance Guarantees are not met, Lark shall make an applicable Performance Guarantee Payment within thirty (30) days of such report.

ENGAGEMENT	Lark guarantees that by month 6 of an Enrolled Participant's Program, 40% of these Enrolled Participants (who have ordered a device) will have had 50+ total coaching conversations with Lark. Coaching conversations include those generated through personalized coaching sessions, meal logging, physical activity, and/or sharing biometric device data (weight scale or glucometer).
OUTCOMES	Lark guarantees that 35% of the Enrolled Participants (who order a connected scale, log and validate a first weight, and provide weight after 150 days), achieve 3% of initial body weight loss in year one of the Program. (with weight loss evaluated using the nadir between weeks 9 and 52)
SLA	Lark guarantees that it will not miss four (4) or more the service levels set forth in the SLA (Exhibit A the Agreement) for the following SLA categories:

Measured a annually.	nd reported on by Lark on a quarterly basis; reconciliation

DISTRICT	CONTRACTOR
Fresno Unified School District	Lark Technologies, Inc.
Patrick Jensen, Chief Financial Officer Name/Title	Name/Title Shannon Marques, Chief Revenu Officer 11/12/2023
Date	Date
Approved As to Form:	

Schedule 1

Program Descriptions

Lark provides the integrated chronic disease prevention and management programs below through its proprietary artificial intelligence-based platform and mobile applications, which incorporate expert digital health coaching and smart connected devices.

I. Programs:

<u>Diabetes Care Program</u>: This Program serves those diagnosed with type 2 diabetes. The Diabetes Program helps Eligible Participants better manage diabetes through blood glucose measurement and coaching, medication adherence, diabetes-specific digital nutrition therapy, daily diabetes educational content, and personalized coaching on weight loss, activity, stress, and sleep. In addition, Lark reminds Eligible Participants about tests recommended for diabetes, such as A1c and kidney function.

II. Features - The following features are included in the Diabetes Care Program:

Sleep Counseling Feature: Using passive sensors on an Enrolled Participant's smartphone or eligible connected devices, the Lark platform will determine the likely time an Enrolled Participant slept, ask for confirmation of this sleep time, and then discuss sleep trends and provide recommendations and guidance to develop healthy sleep habits. Enrolled Participants will also be able to manually add or edit sleep times through an Enrolled Participant-specific dashboard within the Lark platform.

Nutrition Counseling Feature: Enrolled Participants will be able to log meals directly into the Lark platform in the course of a Counseling Session or directly in the Enrolled Participant-specific dashboard. The Lark platform will provide feedback on the quality of the meal with diet or condition specific recommendations and guidance in line with overall health goals for the applicable Program and the Enrolled Participant.

Stress Less Feature: Through Counseling Sessions, the Lark platform will evaluate the Enrolled Participant's stress level. If the Enrolled Participant indicates they are stressed, the Lark platform will provide stress management exercises, helpful educational content, tips, and suggestions for managing their stress. The option to select the Stress Less feature will be available as a goal in each of the Programs.

Activity Management Feature: Using passive sensors on an Enrolled Participant's smartphone or eligible connected devices, the Lark platform will determine the likely time an Enrolled Participant was active, ask for confirmation of this activity, and then discuss activity trends and provide recommendations and guidance to develop healthy activity habits. Enrolled Participants will also be able to manually add or edit activity duration through an Enrolled Participant-specific dashboard within the Lark platform, as well as convert a number of daily steps into an approximate activity duration.

Weight Management Feature: Using data from a connected weight scale or through manual entry by an Enrolled Participant, the Lark platform will evaluate weight loss or weight gain trends and provide guidance and feedback during Counseling Sessions in line with Program and Enrolled Participant specific weight goals. As weight loss is an important aspect of managing and reducing risk of diabetes, Lark provides continual coaching, motivation, and information on weight throughout the DPP and Diabetes Care Programs. Weight management is also an element of Lark's Prevention and Hypertension Care Programs.

III. Features – Specific Programs: In addition to the features listed above, the following features are included in the Programs identified with each description below:

Glucose Management Feature (Diabetes Care): Using data from a connected glucose meter or through manual entry by an Enrolled Participant, the Lark platform will evaluate glucose levels and trends, and

provide guidance and feedback during Counseling Sessions in line with Program and Enrolled Participant specific goals.

<u>Tobacco Cessation Feature</u>: Enrolled Participants receive coaching in real-time, are set up for success before they battle the intensity of withdrawal by building a solid foundation of knowledge and skills before the Enrolled Participant-defined quit date. The Tobacco Cessation feature is embedded as an opt-in feature.

IV. Devices Chart: The Devices associated with each Program are as follows (when ordered by the Enrolled Participant):

Program	Digitally Connected Weight Scale	Digitally Connected Blood Pressure Cuff	Digitally Connected Glucose Meter	Test Strips	Lancets
Diabetes Care Program	Included for each Enrolled Participant	NA	Included for each Enrolled Participant	Included for each Enrolled Participant	Included for each Enrolled Participant

Schedule 2 **Eligibility File for full Designated Population**

File Format: File should be submitted in a Comma Separated Values (CSV) format.

Source			
Category	Attribute	Definition	
	gender	User's gender (Male/Female/Other/Unknown)	Required
Demographics			
	partner	Partner Name	Required
	parent_client_name	Partner's parent client name	Required
	parent_client_id	Partner's parent client Id	Required
	line_of_business	Partner's line of business	Optional
	client_name	Partner's client name	Optional
	client_id	Partner's client Id	Optional
	reporting_client_name		Optional
User Sponsorship	o'		
	partner_user_id	Member unique identifier in the partner system, between the partner sys	Required
	ssn	User's SSN	Optional
	subscriber_id	Uniqueld for the primary's coverage, same value for the entire household	Optional
	member card id	Member insurance card id. Partner defines size restrictions(if any).	Optional
	employeeid	The employer assigned id to each employee	Optional
	coverage start date	The date member coverage begins, yyyy-MM-dd	Required
	coverage end date	The date member coverage terminates, yyyy-MM-dd	Optional
	program eligibility		Required
Program and Cov	er device_eligibility		Required
	last_name	User's last name	Required
	first_name	User's first name	Required
	date_of_birth	User's date of birth yyyy-MM-dd	Required
Demographics	gender	User's gender (Male/Female/Other/Unknown)	Required
	mobile phone number	User's mobile phone number	Optional
	sms phone number	User's consented mobile phone number	Optional
	email	User's primary email address	Optional
	address	User's home address	Optional
	address2	User's home address line 2	Optional
	city	User's home city	Optional
	state	User's home state	Optional
	zip	User's home zip code	Optional
Contact Details	preferred contact meth	user preferred contact method, email or SMS	Optional

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Grant Applications to the Carl D. Perkins Career and Technical Education 2025/26 Program

ITEM DESCRIPTION: Included in the Board material is requested approval for grant applications to the California Department of Education for the Carl D. Perkins Career and Technical Education 2025/26 Program. The Strengthening Career and Technical Education for the 21st Century Act which amended the Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV) was signed into law on July 31, 2018.

The amended Act, now Perkins V, brings changes to the \$1.2 billion annual federal investment in career and technical education (CTE). The program now requires eligible recipients to submit a yearly application that provides descriptions and assurances related to the administration of these funds.

- Perkins allocations for secondary (Section 131) are based on a formula that considers both the total number of students enrolled in a district and the total number of economically disadvantaged students with free and reduced-price meals being the determining factor.
- Adult School (Section 132) allocations are based on economically disadvantaged CTE students
- as reported in the previous year. Perkins allocations for 2025/26 will be finalized in the State budget.
- The postsecondary application is a consortium between Fresno Adult School and Clovis Adult School. Fresno Adult School is the lead fiscal agent for the postsecondary consortium.

The applications are due to the California Department of Education by May 16, 2025.

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 (Mar 25, 2025 10:54 PDT)

Page 190 of 287

Carl D. Perkins Career and Technical Education Improvement Act of 2006 APPLICATION FOR 2025–26 FUNDING

Local Educational Agency (LEA):		County-District (CD) Code:					
Fresno Unified School District		10-62166-1032309					
Address of LEA:		Check Appropriate Box: Sec. 112 - State Institutions					
2309 Tulare Street							
Fresno, CA 93721		Sec. 131 - Secondary					
		Sec. 132 - Adult/ROCP					
Name of LEA Superintendent or Chief Admir Misty Her	nistrator:						
Allocation Amount:		Board Approval Date:					
\$139,658		April 23, 2025					
Name of Perkins Coordinator:	Telephone No	umber: (559) 457-6000					
Sally Hernandez-Jimenez	E-mail Addres	ss:					
Title: CTE Vice-Principal	Sally.Hernand	dez-Jimenez@fresnounified.org					
Perkins Coordinator's Address (If different from	om LEA addres	ss above):					
2500 E. Stanislaus Street							
Fresno, CA 93721							
Name of LEAs CTE Advisory Committee	E-mail Add	ress or Telephone Number:					
Chair: Edgar Blunt	Edgar@we	eareimago.com					
CERTIFICATION : I hereby certify that all state and federal rules and regulations will be observed and that the assurances and certifications related to this program are accepted as the conditions in the operation of this program. The funds associated with this application will support the implementation of our local Career Technical Education (CTE) Plan and provide a program that is of sufficient size, scope, and quality to effectively address the career preparation needs of our students. This funding will supplement state and local CTE funds and improve, enhance, or expand our CTE programs in the 2025-26 school year. I certify that, to the best of my knowledge, the information contained in this application is correct and complete.							
Printed Name of Superintendent or Designed	э:	Title (If not superintendent):					
Signature of Superintendent or Designee:		Date:					
CALIFORNIA DEPARTMEI	NT OF EDUC	ATION USE ONLY					
Reviewed and Recommending Approval:		Date:					

CALIFORNIA DEPARTMENT OF EDUCATION Secondary, Career, and Adult Learning Division CDE 100-FSAC (01/11)

Final Approval:

CAREER TECHNICAL EDUCATION APPLICATION
Carl D. Perkins Career and Technical
Education Improvement Act of 2006

Date:

Carl D. Perkins Career and Technical Education Improvement Act of 2006 APPLICATION FOR 2025–26 FUNDING

Local Educational Agency (LEA):		County-District (CD) Code:		
Fresno Unified School District	10-62166-0000000			
Address of LEA:		Check Appropriate Box:		
2309 Tulare Street		Sec. 112 - State Institutions		
Fresno, CA 93721		Sec. 131 - Secondary		
		Sec. 132 - Adult/ROCP		
Name of LEA Superintendent or Chief Admir Misty Her	nistrator:			
Allocation Amount:		Board Approval Date:		
\$1,435,427		April 23, 2025		
Name of Perkins Coordinator:	Talanhana Ni	umber: (559) 248-7460		
Kristen Boroski	E-mail Addres	` ,		
Title: CTE Director		ss. ski@fresnounified.org		
Perkins Coordinator's Address (If different from				
4120 N. First Street		,		
Fresno, CA 93726				
Name of LEAs CTE Advisory Committee	E-mail Add	lress or Telephone Number:		
Chair: Edgar Blunt		eareimago.com		
CERTIFICATION : I hereby certify that all state and that the assurances and certifications relating the operation of this program. The funds assimplementation of our local Career Technical E of sufficient size, scope, and quality to effective students. This funding will supplement state an expand our CTE programs in the 2025-26 school the information contained in this application is contained in this application.	ted to this prog sociated with the Education (CTE ely address the ad local CTE fu pol year. I certif correct and cor	gram are accepted as the conditions his application will support the E) Plan and provide a program that is a career preparation needs of our ends and improve, enhance, or fy that, to the best of my knowledge, mplete.		
Printed Name of Superintendent or Designed	ə: 	Title (If not superintendent):		
Signature of Superintendent or Designee:	Date:			
CALIFORNIA DEPARTME	NT OF EDUC	ATION USE ONLY		
Reviewed and Recommending Approval:		Date:		
Final Approval:		Date:		

CALIFORNIA DEPARTMENT OF EDUCATION Secondary, Career, and Adult Learning Division CDE 100-FSAC (01/11)

CAREER TECHNICAL EDUCATION APPLICATION
Carl D. Perkins Career and Technical
Education Improvement Act of 2006

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-30, 2011 Fresno Fulton Tenant Improvements and Heating, Ventilation, and Air Conditioning Controls Upgrade

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-30, 2011 Fresno Fulton Tenant Improvements and Heating, Ventilation, and Air Conditioning Controls Upgrade. The project consists of tenant improvements that will convert an open space on the second floor to confidential spaces, and upgrade the heating, ventilation, and air conditioning control systems.

The request for bids was lawfully advertised on February 12, 2025. Notifications were sent to 280 firms plus five construction trade publications, and the district received four responses. Bids were opened on March 05, 2025. Staff recommends award to the lowest responsive, responsible bidder:

B & M Civil, LLC (Rancho Cordova, California) \$276,646

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$276,646 are available in the Measure Q Savings Budget.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT BID TABULATION

BID NO. 25-30, 2011 FRESNO FULTON TENANT IMPROVEMENTS AND HEATING, VENTILATION, AND AIR CONDITIONING CONTROLS UPGRADE

Bid Opening Date: March 5, 2025 prior to 2:00 P.M.

Buyer: Panhia Moua

		BASE BID	ADD ALT.	ALLOWANCE		
			HVAC	BUILDING		RECOMMENDED
		CONFIDENTIAL	CONTROLS	FINISHES & HVAC	TOTAL BID	AWARD
CONTRACTOR	CITY	SPACE	SYSTEM	MODIFICATIONS	AMOUNT	AMOUNT
B & M Civil, LLC	Rancho Cordova	\$146,646	\$105,000	\$25,000	\$276,646	\$276,646
Marko Construction Goup, Inc.	Fresno	\$207,633	\$71,520	\$25,000	\$304,153	
GCB1, Inc. dba GC Builders	Fresno	\$204,700	\$111,700	\$25,000	\$341,400	
Heritage General	Fresno	\$171,708	\$160,155	\$25,000	\$356,863	

Low bid determined by Base Bid plus Add Alternate item:

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

The bid includes an allowance amount of \$25,000 for unknown building finishes and HVAC modifications performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid, Add Alternate, and Allowance items for \$276,646 to B & M Civil LLC, the lowest responsive, responsible bidder.

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Proposals 25-17, Pupil Transportation Services—Special Education Programs to Zum Services, Inc.

ITEM DESCRIPTION: Included in the Board material is information on Request for Proposals (RFP) 25-17, to provide timely and safe transportation services to the district's special education students. Services include door-to-door transportation, as well as a parent and administrator app designed to enhance communication, provide real-time tracking of student transportation, and improve overall service efficiency. The app will enable parents and administrators to monitor route progress, receive notifications regarding delays or schedule changes, and ensure transparency in transportation operations. The contract term is a five-year period with the option to renew for one five-year period and will begin August 01, 2026.

The Request for Proposals was lawfully advertised on November 13, 2024, November 18, 2024, and December 16, 2024. Proposals were received on January 31, 2025. Notifications were sent to 43 vendors, and the district received 5 responses. The evaluation panel, comprised of Fresno Unified Transportation Department and Special Education Department Staff, recommends approval of the following best value vendor:

Zum Services, Inc. (Redwood City, CA) estimated annual cost \$16,721,083.

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

FINANCIAL SUMMARY: Sufficient funds in the estimated annual amount of \$16,721,083 are available in the Transportation-Special Education budget.

PREPARED BY: Paul Rosencrans

DIVISION: Transportation Department

CABINET APPROVAL PHONE: (559) 457-3134

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

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Proposals 25-24, Expanded Learning Enrollment

& Attendance Program

ITEM DESCRIPTION: Included in the Board material is information on Request for Proposals (RFP) 25-24, Expanded Learning Enrollment & Attendance Platform to provide a single online platform for Expanded Learning Programs to manage registration, enrollment, enter and track attendance, and outreach that will serve the diverse needs of Fresno Unified students and families. The current student participation data for Expanded Learning Programs in 2024/25 is 32,000 and counting.

The awarded term is a three-year period with the option to renew for two one-year periods and will begin May 01, 2025.

The RFP was lawfully advertised on January 24, 2025, and January 31, 2025. Notifications were sent to 413 vendors, and the district received 10 proposal responses on February 26, 2025. The evaluation of proposals was based on qualifications, a timeline of work demonstrating the ability to have the platform operational by May 01, 2025, and a pricing structure. The evaluation panel, comprised of Fresno Unified Expanded Learning Department, Information Technology Department, and Fiscal Services Department, recommends approval of the following vendor:

6crickets Inc. (Bellevue, WA) – Estimated annual cost is \$485,000. 6crickets will provide a unified platform for Fresno Unified's 32,000 students currently enrolled in the Expanded Learning Program, along with their parents and guardians, from Transitional Kindergarten through 12th grade. This platform will streamline registration and enrollment for all Expanded Learning Programs throughout the year and is designed to accommodate future growth and expansion.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$485,000 are available in the Expanded Learning Opportunities budget.

PREPARED BY: Marie Williams, Ed.D., Instructional Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

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

FRESNO UNIFIED SCHOOL DISTRICT PROPOSAL SCORING SUMMARY

RFP No. 25-24, Expanded Learning Enrollment & Attendance Platform

Buyer: Sarah Garcia

RFP Opening Date: February 26, 2025 prior to 2:00 P.M.

CONTRACTOR	CITY	AWARD
6crickets Inc.	Bellevue, WA	Yes
ActivityHero	Palo Alto, CA	No
Arux Software Inc.	Minneapolis, MN	No
Attendly / Curacubby, Inc.	Berkeley, CA	No
Avela, Inc.	San Francisco, CA	No
Black Rocket Productions, LLC	Freehold, NJ	No
Hokali, Inc.	San Francisco, CA	No
Focus School Software, LLC	St. Petersburg, FL	No
InPlay Learning Network	San Mateo, CA	No
ThomasKelly Software Associates, LP	Sugar Land, TX	No

Staff recommends award to 6crickets Inc., the responsible and responsive proposer whose proposal is most advantageous to the district with qualifications, overall project approach, and pricing being the primary factors.

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Deny Claim GL24-0901-14023

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL24-0901-14023. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS		
. Claims for death, injury to person, or to personal propert	y must be filed RESERVED FOR FILING	
not later than six (6) months after the occurrence. (Gov.		_
· Claims for damages to real property must be filed not late		D
after the occurrence. (Gov. Code Sec 911.2).		. 1
Rend entire Claim Form before filing.	MAK 2 0 202	in the second
. Claim must be filed by claimant or person acting on claim	iant's behalf. Give	J : :
relationship to claimant.		* 14 K - **
• Attach separate sheets, if necessary, to give full detail. (SIG	GN EACH SHEET) Benefits & Risk Man	
<u> </u>		ol District
1. Name of Chammant	2. Birthdate of Claimant	441
KINOT	MINOR	,
3. Home Address of Claimant; City/St	4 Uses Talanhan Shustan	
I	the second secon	
MINOR	MINOR	
5. Business Address of Claimant City/St	ate 6. Business Telephone Num	ber
N/A	N/A	
7. Give Address of which you desire notices or communicat	· · · · · · · · · · · · · · · · · · ·	
Jason S. Bell c/o Paboojian, Inc. 720 W. A	lluvial Avo. Froepo CA 02711 (550) 4	21 5266
		31-3300
8. How and under what circumstances did DAMAGE or IN	IJURY occur? Give full details:	
See attached.		
9. When did DAMAGE or INJURY occur? Give full partic		
September 2024 - February 17, 2025, from approximately 3:1	5 p.m to 5:00 p.m., Monday -Friday on the Bullard Hig	jh School
campus 10. Where did DAMAGE or INJURY occur? Describe fully	Lies wavenes side of this cheet to diagram and dest	
appropriate. Give street names, addresses, measurements, e		wnere
In the photography classroom of teacher, Ray Anthony	Waller and the school parking lot, all on the carr	npus of.
Bullard High School, located at 5445 N. Palm Ave., Fre	· ·	
11. What particular ACT or OMISSION by the District or	its employees do you claim caused the alleged INJU	RY or
DAMAGE? Give names of District employees causing the a	lleged INJURY or DAMAGE, if known:	
See attached		TOTAL CO.
		Charles and the second
12. Amount Claimed (including the estimated amount of ar	ny prospective injury, damage or loss together with	fhe hacie
of computation of the amount claimed). If the amount clair	med exceeds \$10.000.00, no dollar amount shall be in	rchided
However you shall indicate whatlight the claim would be a	imited givil case (Defer to California & Synthesister C	C. M. H. 1997
Section 910(1) Amount exceeds \$10,000 and will be fil	led as an unlimited civil case. This case is NOT a	a limited as a con-
Section 910[f]) Amount exceeds \$30,000 and will be fill civil case.	्र व्यक्तिक विकास के किया है। जिल्ला के किया के किया के किया किया किया किया किया किया किया किया	ಾಜಾಭಾಗ್ರಭಕ್ಕೆ ಇನ್
(1.3. Insurance payments received; if any, and name(s) of in-	surance company:	lien Til Trans
N/A WA	N./	
13073		
-14: Expenditures made on account of DAMAGE or INJUR	W CD-ce THE LAST SECTION AND ADDRESS OF THE LAST SECTION ADDRESS OF THE LAST SECTION AND ADDRESS OF THE LAST SECTION AND ADDRE	TO William and Thomas
-444/888 beautifules mane on account of DVM MAGAE ON INDOM	Cry (Exite = 4 tem); Provide the control of the con	The section of the contract of the section of the s
Not applicable at this time.		19 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
15. Name and address of Witnesses, Doctors and Hospitals	Detective Flores and Nauven at Fresno Polois	Dept.
unknown employees/agents of Fresno Unified School	District Wine Estudent Misson unberelle	un last hamd
		Date:
A State of Million Hand of all the		
	Jason S. Bell, Attorney for Claimant 3/1	9/25
('		

NOTE: Claims must be filed with Public Entity. Section 72 of the California Penal Code Provides: "Every person who intent to defraud, presents for payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment."

Revised/EC/10.09.2014

FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES ATTACHMENT

8. How and under what circumstances did DAMAGE or INJURY occur? Give full details:

Claimant, Minor, a 14 year old Bullard high School Student, was sexually abused and molested on numerous occasions, by Fresno Unified School District Employee/Teacher, Ray Anthony Waller. All molestation and sexual abuse occurred while on the campus of Bullard High School. At all relevant times, the molestation and sexual abuse occurred while and Waller were under the direct supervision and control of Fresno Unified School District. FUSD negligently failed to properly and/or adequately supervise, monitor, manage, control, and/or oversee their students, including, but not limited to, Minor and its teachers, including, but not limited to, Waller. Further, FUSD negligently hired, retained, trained and supervised Waller, who was not adequately nor properly trained, educated, vetted, qualified, supervised, monitored, and/or credentialed, prior to and during his employment with FUSD. All of the failures by Fresno Unified School District, including but not limited to those described above, resulted in claimant/student, Minor and others, being sexually abused and molested on the campus of Bullard High School, by FUSD employee, Ray Anthony Waller.

11. What particular ACT or OMISSION by the District or its employees do you claim caused the alleged INJURY or DAMAGE? Give names of District employees causing the alleged INJURY or DAMAGE, if known:

Unknown Fresno Unified School District employees/agents negligently vetted, investigated, hired, trained, retained, managed, and supervised their employee/teacher, Ray Anthony Waller. Unknown Fresno Unified School District employees/agents negligently failed to properly and/or adequately supervise, oversee, monitor and manage the Bullard High School campus and its teachers and/or students, including, but not limited to, student/claimant, Him . As a result of FUSD's negligent acts and/or omissions, as described above, FUSD caused their student(s), including, but not limited to, Him , to be sexually abused and molested by FUSD employee, Waller, on numerous occasions, on the Bullard High School campus. Further, FUSD employees/agents, including, but not limited to teachers, janitors and/or administrators failed to comply with their mandated reporting obligations, further contributing to the sexual abuse and molestation of student, Minu and others.

Jason S. Bell. Attorney for Claimant

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Deny Claim GL24-1022-12733

ITEM DESCRIPTION: Included in the Board material is a Claim for Damages by a minor, case GL24-1022-12733. The Interim Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

FRESNO UNIFIED SCHOOL DISTRICT-CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS		
· Claims for death, injury to person, or to personal prop		RESERVED FOR FILING
not later than six (6) months after the occurrence. (G		STAMP CLAIM NO:
Claims for damages to real property must be filed not I Clay the accuracy (Con. Code Sec. 911.2).	ater than one year	RECEIVED
after the occurrence." (Gov. Code See 911.2). • Read entire Claim Form before filing.		• •
Claim must be filed by claimant or person acting on claim.	imant's behalf. Give	MAR 2.0 2025
relationship to claimant.		<u> </u>
· Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)	Benefits & Pisk Management
1. Name of Claimant		2. Fresno Unified School District
Rinar		MINO
<u> </u>		
-	State	4. Home Telephone Number
MINOT		MINOT
5. Business Address of Claimant City	State	6. Business Telephone Number
7. Give Address of which you desire notices or communic	ation to be sent regardi	ng this claim:
Freedman Law, 2705 W. Beechwood Avenue, Fresn	o, CA 93711 -	Tablifam ma hijibada a raka maga padaga a gara bama.
8. How and under what circumstances did DAMAGE or	INJURY occur? Give f	ull details:
, , , , , , , , , , , , , , , , , , , ,		
Please refer to Exhibit "A" attached herewith		
		· · · · · · · · · · · · · · · · · · ·
9. When did DAMAGE or INJURY occur? Give full part	iculars, date time of day	y:
Please refer to Exhibit "A" attached herewith		1
10. Where did DAMAGE or INJURY occur? Describe fu	lly. Use reverse side of t	his sheet to diagram accident, where
appropriate. Give street names, addresses, measurements	-	
Phonon out of the both the state of the stat		
Please refer to Exhibit "A" attached herewith		
11. What particular ACT or OMISSION by the District of	r ils employees de you e	claim caused the alleged INJURY or
DAMAGE? Give names of District employees causing the	alleged INJURY or DA	MAGE, if known:
Please refer to Exhibit "A" attached herewith		•
12. Amount Claimed (including the estimated amount of		
of computation of the smount claimed). If the amount cla		
However, you shall indicate whether the claim would be a		er to California Government Code
Section 912(2) Please refer to Exhibit "B" attached here	with	,
13. Insurance payments received, if any, and name(s) of i		
Not applicable		
, at appropriate		5 mg - 1 - 155
14. Expenditures made un recount of DAMAGE or INJU	RY (Date - Item):	September 1997
Please refer to Exhibit "B" attached herewith		
15. Name and address of Witnesses, Doctors and Hospita	S:	Mary Co.
Please refer to Exhibit "A" and Exhibit "B" attached		·
16. Signature of Philament on person filing:		ationship to Claimant) 18. Date:
1 -7 1 //) "	Jesse R. Fretweit	
<u> </u>	1	71.40

NOTE: Claims mist be filed with Public Entity. Section 72 of the Californio Penal Code Provides: Every person who with initial to defraud, presemble payment to any school district any false or fraudulent claim, is guilty of a felony punishable by fine and/or imprisonment.

Revised/EC/01.27.2020



Traffic Collision Report -

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DEPARTMENT OF CALIFORNIA HIGHW	AY P ATROL									Page 2 of 7
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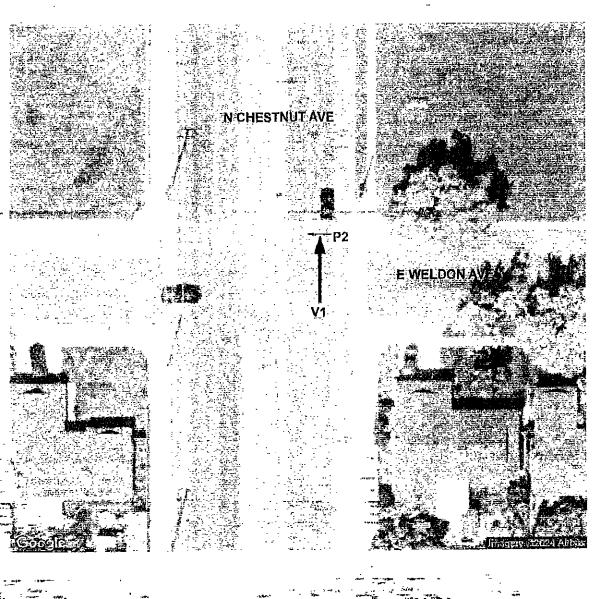
STATE OF CALIFORNIA HIGHWAY PATROL DEPARTMENT OF CALIFORNIA HIGHWAY PATROL INJURED / WITNESS / PASSENGER CHP 555 Page 3 (Flow 9-19) OPI 880 Pega & of T DATE OF CRASH THO. DAY, YEAR) OFFICER NO 2410220228 10/22/2024 P1796 0743 EXTENT OF INJURY ("X" ONE) INJURED WAS ("X" ONE) A4E ELECTED DRIVER PARK PED, BEFFER STREET ū P O Mino : 1 MARKED ONLY TRANSPORTED BY BLAN ROLL ROLL REPORTER American Ambulance Community Regional Medical Center POSSIBLE HEAD INJURY, POSSIBLE BROKEN PEMUR П 0 ES 01 D 30 F O NAME OF CAPORESS MINUTE CHANTEN TANGEN TO SCRUE PLANES O. 0 0 MINOT. (250) 940-0176 TAKEN TO ם ו Ø 73 **☑** #3 □ 41 5 0 NAME / D.O.B. / ADITO 11 . MINO WENTO MULTIED CHL 0 0 [] C Ō 0 **B** ! Ó O 0 NAME / D.D.B. / ADDRÉSS SMO FUN NUMBER ON AUTHORITY CHOOSE IN THAT CHARLES BY DESCRIBE VULNES pļē. ם לם D 0 O 0 Q NAME /DUS. NOTICES TAKEN TO PAREDONAN TRANSPORTED BY يا سير الأحد DESCRISE BULKNESS DO ON YEAR NO DAYYOM PREPARED BY 40/23/2024 10/22/2004 MCCRAY, MICHAEL B199 CLIFTON, MATTHEW #1795 PITE

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CLIFTON, MATTHEW P1795	P 1795	10/22/2024	MCCRAY, MICHAEL \$199	10/23/2024
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TUTTE OF COLLEGEN (NO. BAY, YEAR)	TO/E (2/40)	NCIC#	OFFICER LD.	MUMBER :
10/22/2024	0743	1006	P1795	2410220228

FACTS:

NOTIFICATION:

On 10/22/2024, I was on uniform patrol as a single unit assigned to the Fresno Police Department Traffic Unit as a traffic enforcement officer. At approximately 0745 hours, I was dispatched to N Chestnut Ave/ E Weldon Ave regarding a vehicle VS child. I arrived on scene at approximately 0800 hours.

All times, speeds, and measurements in this investigation are approximate. Measurements were obtained by pacing only.

SCENE DESCRIPTION:

At the scene of the collision, N Chestnut Ave is a northbound/southbound surface city street consisting of two lanes for northbound and two lanes for southbound with a posted speed limit of 40mph. This portion of roadway at this location is also posted for school zone with a 25MPH zone posted south and north of the intersection. The north/south lanes of traffic are divided by raised concrete center dividers. Raised concrete curbs are located on east and west side of S Chestnut Ave. The roadway appears to be straight and level and is composed primarily of asphalt-concrete.

E Weldon Ave is a eastbound/westbound surface city street consisting of one lane for eastbound and one lane for westbound with a posted speed limit of 30mph. Raised concrete curbs are located on the north and south side of the street. The roadway appears to be straight and level and is composed primarily of asphalt-concrete. There is a marked crosswalk on the northern prolongation of E Weldon Ave allowing pedestrians to cross N Chestnut Ave. No visual obstructions were noted or claimed.

PARTIES:

<u>PARTY-1 (DANIEL PECKHAM):</u>

Party-1 was located at the scene standing on the eastern sidewalk. Party-1 identified himself by statements and a Valid California Driver's License. Party-1 was placed as the driver of V-1 (76110T3) by the following Items:

- -P-1 stated that he was the driver of V-1 at the time of collision:
- -P-1's wife is the registered owner of V-1.
- -Witness statements
- -There were not other occupants in V-1.

VEHICLE-1 (76110T3):

Vehicle-1 was located on its wheels facing porthoound N Chestnut Ave north of E Weldon Ave on the east side of the road. Vehicle-1 sustained moderate damage to front grill. There was no prior damage nor defects notes or claimed on V-1.

PARTY-2 (MINT):

Party-2 was immediately transported to CRMC prior to my serval for injuries suffered during the collision.-Refer to Officer Blake-Hernandez's report in Axon for any statements and her injuries.

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1	PREPARED BY			REVIEWERS NAME	MO DAYYEAR
1	CLIFTON, MATTHEW P1784	P1795	10/22/2024	NICCRAY, NICHAEL 8188	10/23/2024

Page 6 of 7

CHIP 330 F888 4 (NEV. 4-11) CIPI GOU BATEOF COLLISION (NO. DAY YEAR) THIS (1408) 10/22/2024 0743

1005

OFFICER I D. P4795 MUMBER " 2410220228

PHYSICAL EVIDENCE:

Using my department issued phone/camera, I photographed the evidence (damage to front end of Vehicle-1) and uploaded them through Axon capture.

STATEMENTS:

STATEMENTS OF PARTY-1:

Party-1 (Daniel Peckham) was located at the scene. Party-1 identified himself by a Valid California driver's license and provided the following statements in summary.

Party-1 stated he was driving vehicle-1 northbound Chestaut south of Weldon in the number two lane of traffic. Party-1 was driving at normal traffic speed and was wearing his seat belt. Party-1 was not on his cell phone while he was driving. As Party-1 continued driving northbound N Chestaut Ave approaching the uncontrolled intersection of E Weldon Ave, he did not see the minute with the last minute. Party-1 slammed on the brakes as hard as he could but hit the that was in the crosswalk. Party-1 did not know where the came from and did not see her running across the road.

STATEMENTS OF WITNESS-1:

Witness-1 (Elise Uartajian) was located at the scene. W1 identified herself by statements and provided the following statements in summary.

W1 stated she was working as a crossing guard to assist children crossing the street on Weldon at Chestnut. W1 was wearing her orange vest and was equipped with a red handheld stop sign to stop traffic on Chestnut. W1 was positioned on the northwest comer of the intersection and would assist students crossing the road when they approached the crosswalk. W1 saw Party-2 approach the crosswalk from the east side of the road. W1 got up from her chair and held the stop sign up for oncoming southbound traffic. W1 stated she stops southbound traffic on Chestnut first then makes her way to the center median to stop northbound traffic before telling the children to cross. As W1 was stopping southbound traffic and her focus was oncoming traffic. W1 was en still standing on the northwest comer with the stop sign faced up. W1 entered the crosswalk to make her way to the center median and saw Party-2 get hit by a truck that was traveling northbound Chestnut. W1 then ran to help Party-2 and stood by with her until EMS arrived. W1 did not see if Party-2 was running across the crosswalk because her attention was focused an southbound traffic on Chestnut.

OPINIONS AND CONCLUSIONS;

SUMMARY. ~ ~

Perty-1 was driving Vehicle-1 northbound N Chestnut Ave in the umber two lane of traffic at normal-traffic speeds. Party-2 was walking to school at Ericson Elementary and attempting to normal-traffic speeds. Party-2 was walking to school at Ericson Elementary and attempting to research the street of N Chestnut Ave in the crosswalk of the north side of E-Weldon Ave. Party-2 efficied the crosswalk and was hit by Party-1 driving Vehicle-1-value did not see the in the crosswalk Party-1 stayed on scene and cooperated with the investigation. Security toologe of the bollision was captured on the school's security cameras but the footage was from after and extremely poor quality. I was able to make out Vehicle-1 came to a complete slop approx. 10 feet after the crosswalk confirming Party-1 reduced speed prior to impact.

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CLIFTON MATTHEW P1795	P1795	10/22/2024	MCCRAY, MICHAEL 5199	10/23/2024
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STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL NARRATIVE/SUPPLEMENTAL CHP 558 Page 4 (Rev. 4-11) OPI 080

Page 7 of 7

EMPLETIF COLLIDION (MD. (MX. YEAR)	TUE (2400)	ACTC #	OFFICER LO.	RUMBER
10/22/2024	0743	1009	P1796	2410220225

AREA OF IMPACT:
The Area of Impact (AOI) is determined by physical evidence (vehicle debris) and statements. The Area of Impact (AOI) was obtained by pacing and all measurements are approximate.

AOI #1: The Area of Impact is approximately 10 feet west of the eastern prolongation of N Chestnut Ave and approximately 6 feet north of the northern prolongation of E Weldon Ave.

CAUSE:

Based on statements and evidence, Party-1 is the cause of the collision by being in violation of VC 21950(a)-Fallure to yield to pedestrian in a marked crosswalk. The cause was determined by the location of AlO and statements.

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1	CLIFTON, MATCHEW P1795	P-1786	10/R2/7024	MCCRAY, MICHAEL S198	10/23/2024
- 1					

Exhibit "A"

On October 22, 2024, at approximately 7:43 a.m., while acting as an employee, agent, and/or volunteer for Fresno Unified School District, Elise Uartajian, was negligent as she performed her duties as a crossing guard for Fresno Unified School District. Fresno Unified School District has liability for such negligent actions and omissions for those acting on its behalf under the Government Code. At said time and place, Elise Uartajian was negligent and failed to exercise reasonable care to ensure the safety of children crossing streets to arrive at Ericson Elementary School located at 4777 E. Yale Avenue, Fresno, California 93703. (See attached Traffic Collision Report).

Additionally, Fresno Unified School District was negligent in the way it trained, hired, assigned, managed, supervised, disciplined, and retained, its employees and/or agents and/or volunteers (including Elise Uartajian).

The negligence of Elise Uartajian and those at Fresno Unified School District who trained, hired, assigned, managed, supervised, disciplined, and retained their employees, agents, and volunteers, resulted in severe and permanent injuries to Clalmant, a minor, when Claimant was struck by a vehicle while crossing the street on N. Chestnut Avenue at its intersection with E. Weldon Avenue in Fresno, California to get to Ericson Elementary School (See attached Traffic Collision Report).

Exhibit "B"

Claimant, Allow a minor, continues to seek medical treatment at this time and the full amount of her special and general damages are unknown at this time. Claimant, Allow I, a minor, was struck and thrown from the crosswalk. Claimant suffered multiple fractures (left femur fracture and right parietal skull fracture), and multiple abrasions to back and arms. Claimant has also suffered pain, loss of enjoyment in life, physical impairment, inconvenience, grief, anxiety, disfigurement, scarring, humiliation, and emotional distress. Documents reflecting in medical treatment have been requested and will be produced at a later date.

Claimant, MINOC , a minor, has received medical treatment at the following locations:

American Ambulance

2911 E. Tulare Avenue Fresno, California 93721

Telephone No.: (559) 443-5936

DOS: 10/22/2024

Amount to date: \$2,664.00

Community Regional Medical Center

P.O. Box 1232

Fresno, California 93715

Telephone No.: (559) 459-2800

DOS: 10/22/2024

Amount to date: pending

Valley Children's Hospital

9300 Valley Children's Place

Madera, California 93636

Telephone No.: (559) 353-5941 DOS: 10/22/2024 to present Amount to date: \$117,406.90

BOARD MEETING DATE: April 23, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Deny Claim GL24-1107-14025

ITEM DESCRIPTION: Included in the Board material is a Claim for Damages by Pacific Rim Painting, Inc., case GL24-1107-14025. The Interim Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management Department for further handling.

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

PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Chief Financial Officer

NOTICE OF CLAIM

[Government Code § 900, et seq.]

TO:

Clerk of the Board

Office of the Board of Education

2309 Tulare St. Fresno, CA 93721

Fresno Unified School District

4600 N. Brawley Ave. Fresno, CA 93722

RECEIVED

MAR 1 7 2025

Benefits & Risk Management Fresno Unified School District

FROM:

Pacific Rim Painting, Inc.

7726 N. First Street

Box 409

Fresno, CA 93720

PROJECT:

Fresno Unified School District; Bid 24-69; Exterior Painting at Various Sites — Bullard High School (Section "A") and Eaton Elementary School (Section "B")

- 1. This Notice of Claim is presented by Pacific Rim Painting, Inc. ("PRP"), whose mailing address is 7726 N. First Street Box 409, Fresno, CA 93720.
- All notices in response to this Notice of Claim are to be sent to Joseph M. Sweeney, Esq., and William M. Kaufman, Esq., Sweeney Mason LLP, 983 University Ave., Suite 104C, Los Gatos, CA 95032.
- 3. Pursuant to the Agreement between Fresno Unified School District ("FUSD") and PRP dated May 24, 2024 ("Agreement"), PRP served as the painting contractor for the Project referenced above ("Project"). The original contract price for the Project under the Agreement was \$403,900.00 with a start date of June 12, 2024, and completion date of August 16, 2024, approximately sixty-five (65) calendar days from the Notice to Proceed date.
- 4. PRP's claim is generally stated as follows: While diligently working to complete their scope, PRP experienced significant delays outside of their control. Additionally, PRP was directed to perform numerous extra work items by the District's inspector and representative, Herman Martinez, which have previously been presented to FUSD via change order requests.

On August 25, 2024, PRP informed FUSD and Mr. Herman Martinez, FUSD's Inspector of Record, that the punch list for Bullard High School had been completed. Mr. Martinez confirmed receipt of the notification and stated he would perform the follow-up

inspection the following day, August 26, 2024. On August 27, 2024, Mr. Martinez informed PRP he believed there were additional items needing to be addressed, such as "cracks to be patched," second coats of paint, and "approximately 12 ledges that needed to be sanded and repainted." PRP responded they would not be completing any additional "punch list work" required by Mr. Martinez as this was at least the fourth inspection performed and Mr. Martinez had continued to add additional work for PRP to complete with each inspection.

On August 27, 2024, FUSD informed PRP that inspections would continue until the "project is closed out." PRP incurred significant labor and materials costs to this point which had not been addressed and continued to increase when "punch list items" were noted with each subsequent inspection. Additionally, FUSD requested PRP provide a proposed credit for items they unilaterally removed from PRP's scope following their bid and award of the Project. PRP did not agree to any deductive change orders while there are multiple claims for extra work which remain unpaid and unresolved.

On September 3, 2024, PRP notified FUSD their "punch list work" was complete and summarized their damages to date. Rather than responding to PRP's breakdown of costs incurred, FUSD's response indicated they plans to assess Liquidated Damages of "\$1,000 per calendar day" past their stated contractual project completion dates of 8/6/24 for Eaton ES and 8/25/24 for Bullard HS. PRP had been previously forced to demobilize from the Project sites on numerous occasions due to delays outside of their control, altering the completion dates as specified in the Contract and clearly acknowledged by FUSD. FUSD was notified of these costs and conditions via change orders and contemporaneous written correspondence. Additionally, PRP remained on site for weeks in good faith to comply with Mr. Martinez's repeated inspections and complete exhaustive punch list items. FUSD requested PRP to remain on site past completion of their contractual scope, and simultaneously assessed claims for extra days. As such, PRP formally disputed any assessment of liquidated damages and requested FUSD provide appropriate documentation PRP's review to evaluate these claims.

On September 30, 2024, FUSD confirmed the Punchlist dated September 25, 2024, to be the final iteration of items needing completion and/or correction by PRP under the contract scope. True to form, while PRP was onsite completing the final items, FUSD's representative also added more punch list items including stencils. On October 3, 2024, FUSD's counsel indicated FUSD had failed to include an additional item they claim to be missed scope of twenty (20) exterior stencils at Bullard High School and requested confirmation that PRP would be performing such work. Notwithstanding the obvious issues regarding FUSD's failure to review, inspect and provide punch list items to PRP prior to their dissemination of the "final" punch list, PRP proceeded in good faith and completed the stencil punch list items as noted in FUSD's "Bullard Stencil Map." PRP understands FUSD appointed an on-site contact, Plant Supervisor/Head Custodian Jesse, who apparently directed them as to the required locations and desired installation of the stencils. In good faith, PRP completed the stencil punch list items despite significant non-payment formally requested the District's inspection and sign-off of these items.

On October 25, 2024, and November 6, 2024, FUSD unliterally issued Bullard High School change orders nos. 1 and 2, respectively, which included various deductions for alleged damages, claimed removed scope, as well as approved PRP change order requests. The methodology of baking both deductive change orders and approved changed orders for extra scope and requiring all to be executed before processing is not only confusing to reconcile for payment application accounting but is a transparent attempt to force PRP to accept deductive change orders which remain in dispute. PRP requested FUSD separate the approved change orders from deductive change orders to allow PRP to bill for all completed work to date without inadvertently accepting FUSD claims which remain in dispute. To date, FUSD has refused and continues to incorporate the disputed deductive change orders into their Project accounting.

On November 8, 2024, PRP submitted their final payment applications for both Eaton Elementary School and Bullard High School. To date, Eaton Elementary School payment applications nos. 3 and 4 and Bullard High School payment applications nos. 3, 4, and 5 remain unpaid by FUSD, including \$16,132.69 in undisputed amounts owed on the Eaton site.

On September 6, 2024, and November 7, 2024, PRP submitted their Notice of Claim for the outstanding amount owed to FUSD. Following the receipt of additional documentation from FUSD regarding contractual scope and accounting reconciliations, on January 6, 2025, PRP submitted their Revised Notice of Claim for the outstanding amounts to FUSD. PRP has not yet received a written response from FUSD. In a good faith effort, PRP has attempted to comply with FUSD's requests for revised payment applications, the completion of multiple punch lists, and revised change orders and yet the amounts owed remain unpaid. FUSD's authorized on-site representative instructed PRP to proceed with the extra scope, which PRP performed as evidenced by the product currently existing at the Project and FUSD's Inspector of Record's daily logs.

Through the completion of the Project at both sites, PRP furnished \$656,510.59 of overall services yet has only been paid \$323,785.17. FUSD not only increased the scope of PRP's work per the Agreement but has failed to compensate PRP for both contractual scope and completed extra scope totaling \$332,725.42 at both Project sites.

PRP's supporting documentation related to this Government Code Claim is attached hereto as Exhibit "A."

- 5. The name or names of the public employees or employees with knowledge of these claims and/or causing these claims to exist include, but are not necessarily limited to:
 - Kevan Carr, FUSD
 - Ann Loorz, FUSD
 - Danny Anderson, FUSD

- Herman Martinez, Tom Little Inspections
- Spiros Kefallinos, RMO/CEO/President
- Juan Carlos Martinez, PRP Foreman
- Ted Siotos, Consultant Supervisor for PRP
- 6. PRP's claim exceeds \$10,000, and jurisdiction over the claim rests in the unlimited division of the Fresno County Superior Court.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

PACIFIC RIM PAINTING, INC.

DATED: 3/13/2025

Spiros Kefallinos, RMO/CEO/President

EXHIBIT A

WKAUFMAN@SMLLP.COM SMLLP.COM O. 408-356-3000 F. 408-364-8839

January 6, 2025

Via Email and U.S. Mail

Fresno Unified School District Attn: Kevan Carr, Ann Loorz 4600 N. Brawley Ave. Fresno, CA 93722

Email: Kevan.Carr@fresnounified.org: Ann.Loorz@fresnounified.org

REVISED NOTICE OF CLAIM/DISPUTE AND DEMAND FOR IMMEDIATE PAYMENT

Project: Fresno Unified School District; Bid 24-69; Exterior Painting at Various Sites – Bullard High School (Section "A") and Eaton Elementary School (Section "B")

Mr. Carr and Ms. Loorz:

Please accept this correspondence as a formal notice of claim and demand for immediate payment in connection with the above-referenced project. Pacific Rim Painting, Inc. previously submitted its Notice of Claim on September 6, 2024, a revised Notice of Claim on November 7, 2024, and has since received additional documentation from the District regarding contractual scope and accounting reconciliation.

PRP is in receipt of two (2) FUSD change orders for the Bullard project which include various deductions for alleged damages, claimed removed scope, and approved PRP change order requests. The methodology of baking in both deductive change orders and approved changed orders for extra scope and requiring all to be executed before processing is not only confusing to reconcile for payment application accounting but is a transparent attempt to force PRP to accept deductive change orders which remain in dispute. To clarify PRP's position on the Project accounting for both sites and any alleged deductions to the base contract, we have summarized the categories below. We look forward to a mutual agreement as to the procedure to allow PRP to bill for all completed work to date without inadvertently accepting FUSD claims which remain in dispute.

Please be aware that despite furnishing \$656,510.59 of overall value of services performed to date, PRP has only been paid \$323,785.17. Unfortunately, several extra works claims that were submitted have not been paid.

PRP CHANGE ORDERS/EXTRA WORK CLAIMS

PRP has received their outstanding change order requests per the comments received from Mr. Carr and submitted the revisions to the District in 2024. The outstanding proposed change orders for both sections are summarized below and attached.



Change Orders - Bullard HS	DOLLAR VALUE
COR 2	\$ 6,451.46
COR 5	\$ 4,968.82
COR 9	\$ 10,662.48
COR 10	\$ 6,156.31
COR 12	\$ 162,910.84
COR 12	\$ 44,015.56
COR 15	\$ 1,445.69
COR 15	\$ 3,964.33
COR 15	\$ 11,083.16
TOTAL	\$ 251,658.65

Change Orders - Eaton ES	DOLLAR VALUE
COR 11	\$ 3,440.08
TOTAL	\$ 3,440.08

FUSD CHANGE ORDERS

Change Orders – Bullard HS	DOLLAR VALUE	TIME ADJUSTMENT	PRP RESPONSE
CO 1 (Item 1-1); Eliminated prep at painting at east elevation, BA and Y Buildings	(\$24,330.00)	0 Calendar Days	Rejected; This scope was never included in base contract.
CO 1 (Item 1-2); PRP	\$7,606.72	2 Calendar Days	Rejected *COR 9R is for \$10,662.48
CO 1 (Item 1-3); Removal of stains from concrete area	(\$1,350.00)	0 Calendar Days	Accepted
CO 1 (Item 1-4); Schedule impacts related to summer events	\$0.00	7 Calendar Days	
CO 2 (Item 1-1); 57 Calendar Days beyond completion deadline of August 16, 2024	(\$57,000.00)	57 Calendar Days	Rejected
TOTAL	(\$75,073.28)	66 Calendar Days	

Change Orders – Eaton ES	DOLLAR VALUE	TIME ADJUSTMENT	PRP RESPONSE
CO 1 (Item 1-1)	(\$2,488.14)	0 Calendar Days	Accepted
TOTAL	(\$2,488.14)	0 Calendar Days	

PRP agrees to execute an Owner change order incorporating the accepted items noted above and will revise Bullard HS Payment Application No. 5 as necessary in an attempt to reconcile the non-disputed accounting for the Project. PRP will then submit a final invoice incorporating the executed change order and accounting for all completed work to date.

As of today's date and considering the only executed Owner Change Order for Eaton ES, Pacific Rim Painting, Inc. is owed substantial outstanding principal amounts due totaling \$332,725.42 broken down as follows:

DESCRIPTION	DOLLAR AMOUNTS					
Base Contract - Section A	\$ 319,450.00 *Pay app 4 & 5 reflects \$318,100					
Extra Work Claims	\$ 251,658.65					
Reasonable Value of PRP's Work & Services	\$ 571,108.65					
Amount Paid	(\$ 257,956)					
Principal Balance Owed	\$ 313,152.65					

DOLLAR AMOUNTS
\$ 84,450.00 *Pay app 1R reflects \$69,293.86
(\$ 2,488.14)
\$ 3,440.08
\$ 85,401.94
(\$65,829.17)
\$ 19,572.77

The following reasonable documentation is attached for your review and consideration:

- Fresno Unified School District Pacific Rim Painting, Inc. Agreement dated May 24, 2024;
- Fresno Unified School District Purchase Order No. 806070 dated June 11, 2024;
- Fresno Unified School District Purchase Order No. 806071 dated June 11, 2024;
- Pacific Rim Painting's Bullard High School Payment Applications Nos. 1-5;
- Pacific Rim Painting's Eaton Elementary School Payment Applications Nos. 1-4;
- Copies of check payments made by FUSD.

Please consider this a "Claim" as is defined by Pub. Cont. Code §9204 and accept this correspondence as PRP's effort to substantially comply with all contractual notice and claim requirements between PRP and the District, including but not limited to General Requirements DIV 01-86 Section 01 26 00.02 and DIV 01-88 Section 01 26 00.02. Please let me know when you are available to discuss and the timing of the District's anticipated payment to PRP no later than Friday, January 10, 2025. Due to non-payment, the District is in material breach of contract and PRP has performed reasonable punch list items in good faith, but is not obligated to do so given the substantial outstanding amounts owed. Moreover, the deductive change orders nos. 1 and 2 recently unilaterally issued by the District to PRP are unjustified and specifically rejected.

This notice is sent with a complete reservation of all of Pacific Rim Painting, Inc.'s rights and remedies.

Sincerely,

SWEENEY MASON LLP

M N. KAUFMAN, ESQ.

WMK Encl.

Cc:

Fresno Unified School District Attn: Misty Her, Interim Superintendent 2309 Tulare Street Fresno, CA 93721

Office of the Board of Education 2309 Tulare Street Fresno, CA 93721 Email: <u>boardmembers@fresnounified.org</u>

Mark L. Creede, Esq. CREEDE-BLYTH LAW, APC 5454 N. Palm Avenue, Suite 108 Fresno, CA 93704 Email: mlc@c-blaw.net

DECLARATION PURSUANT TO General Requirements DIV 01-86 Section 01 26 00.02

I, being the RMO/CEO/President of PACIFIC RIM PAINTING, INC. declare under penalty of perjuty under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional cost and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the CONTRACTOR believes the DISTRICT is liable; and further, that I am familiar with California Penal Code section 72 and Government Code section 12650 et seq, pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By:

Spiros Kefallinos

Dated: December 3, 2024 2025

NOTARY ACKNOWLEDGEMENT TO FOLLOW

the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. REPUBLIC OF GREECE) STATE OF CALIFORNIA PROVINCE OF ATTICA) 11 (10 (0) 747-115)55; · ITED) COUNTY OF 三元// Matthew Zelle Consular Associate _, 202**4**, before me, _ United States of Ameria, Notary Spiros Ketalinos Public, personally appeared _ to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature Notary Public, Sine of California Matthew Zolle MY COMMISSION IS INDEFINITE Consular Associate United States of America ADDITIONAL DOCUMENT DETAILS (Optional, Used for Document Security): Name/Title of Document: Notice of Claim Document Date: Total Number of Pages in Document (not including this certificate):6

A notary public or other officer completing this certificate verifies only the identity of

AGREEMENT

THIS AGREEMENT dated as of _		May	24, 2024	("Effective Date"), is made and entered					
and between the Fresno	Unified	School	DISTRICT	("DISTRICT"),	and	<u>Pacific</u>	Rim	Painting	<u>Co.</u>
("CONTRACTOR").									

For the consideration stated below, DISTRICT and CONTRACTOR agree as follows:

- 1. The complete Contract includes and incorporates by reference herein all of the "Contract Documents" including: the Contract, Notice to Bidders, Information to Bidders, Bid Bond, Bid Form, Designation of Subcontractors, Certificate Regarding Workers' Compensation, Noncollusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Student Safety Declaration, Iran Contracting Act Certification Form, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, DVBE Policy and related Forms (if applicable), Asbestos Certification, Insurance Policies, General Conditions, Supplementary General Conditions if any, General Requirements, Drawings, Plans, Specifications, the Contract, and all modifications, addenda, bulletins, and amendments issued hereto for and hereafter, Notice to Proceed, and any and all certifications, declarations, Guarantees and affidavits that are required by bid specifications as referenced in Section 00 72 00.01(k) of the General Conditions. The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.
- 2. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services required for the EXTERIOR PAINTING AT VARIOUS SITES-BULLARD HIGH SCHOOL
 AND EATON ELEMENTARY SCHOOL

All of said work to be performed and materials furnished shall be completed in a good, workmanlike manner in strict accordance with the plans, specification, drawings and all provisions of the complete Contract as herein defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from complying with the requirements of the Contract Documents, and unless the CONTRACTOR protests, at the time of such alleged prevention, that the act or omission is preventing the CONTRACTOR from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Contract Documents. All work to be performed and materials furnished shall be in strict accordance with the Contract Documents.

- 3. As full consideration for the faithful performance of the contract, DISTRICT shall pay to CONTRACTOR, subject to any additions or deductions as provided in the Contract Documents, the sum of Four Hundred Three Thousand Nine Hundred dollars (\$403,900.00) which is the total of the following amounts stated in the bid form for Base Bid.
- 4. The Contract Time shall commence on the date stated in the DISTRICT's Notice to Proceed and shall be completed within 65 Calendar days from Notice to Proceed date. All work to be done concurrently and subject to all phasing and milestone dates. CONTRACTOR shall not commence Work on the Project site before the effective date of the accepted insurance and

bonds. The established date of commencement of the Contract Time will not be changed/delayed due to any delay in the issuance or effective date of such insurance and/or bonds.

- 5. Payment of undisputed contract amounts is contingent upon CONTRACTOR furnishing DISTRICT with a release of all claims against the DISTRICT arising out of the contract payment. Any disputed contract claim must be specifically excluded from the operation of the release.
- 6. Time is of the essence. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to DISTRICT the sum of One Thousand dollars (\$1,000) for each calendar day per Section completion is delayed beyond the time specified in paragraph 4 of this Agreement, which said amount shall be deducted from any payments due or to become due to CONTRACTOR. Notwithstanding any provision of the Contract Documents to the contrary, liquidated damages shall be imposed until final completion of the entire project in conformity with all the terms, conditions and requirements of the Contract Documents. Any use or occupancy of any portion of the project by DISTRICT prior to final completion thereof shall not obviate or extinguish said imposition of liquidated damages. Time extensions may be granted by the DISTRICT as provided in the General Conditions.

In addition to any liquidated damages which may be assessed, if the CONTRACTOR fails to complete the project within the time period provided in the contract documents and if as a result DISTRICT finds it necessary to acquire alternate facilities pending completion of the project, CONTRACTOR shall pay all costs and expenses related to the acquisition and use of the alternate facilities incurred by DISTRICT. The costs and expenses may include, but are not limited to such items as rental payments, inspection fees and additional architectural fees. These costs and expenses may be retained by DISTRICT from any payments otherwise due to CONTRACTOR.

"Liquidated Damages," is expressly understood and agreed to by the parties hereto: Contractor's Initials

__ DISTRICT's Initials

- 7. During the life of this contract, CONTRACTOR shall take out and maintain insurance as required by the Contract Documents.
- 8. To perform the work required by this agreement, CONTRACTOR must possess the type of contractor's license required by the Contract Documents.
- 9. Contractor acknowledges that he is an independent CONTRACTOR and not an employee, agent, or representative of DISTRICT. CONTRACTOR acknowledges that he shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of CONTRACTOR'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

The complete Contract, as set forth in paragraph 1. Herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Project to be performed, exists between the parties. This Agreement/Contract can be modified only by an amendment in writing, signed by both parties.

The parties have executed this agreement by the signatures of their authorized representatives on the dates indicated.

GOVERNING BOARD,	DACIEIC DIM DAINTING INC
FRESNO UNIFIED SCHOOL DISTRICT	CONTRACTOR PACIFIC RIM PAINTING INC
Patrick Jensen, Chief Financial Officer	Spiros Kefallinos Type Name
Type Name	
PREVIOUSLY APPROVED AS TO FORM BY GENERAL COUNSEL, FRESNO UNIFIED SCHOOL DISTR	ICT (Corporate Seal)
Approved As to Form:	
Stacey Sandoval, Executive Director Risk Management	

Date

24-69 AGREEMENT FOR SIGNATURE

Final Audit Report

2024-05-24

Created:

2024-05-24

Ву:

Marisa Thibodeaux (marisa.thibodeaux@fresnounified.org)

Status:

Signed

Transaction ID:

CBJCHBCAABAAip2RZAu54UdxRVMHVDBAb3AlbRe6Wu9u

"24-69 AGREEMENT FOR SIGNATURE" History

- Document created by Marisa Thibodeaux (marisa.thibodeaux@fresnounified.org) 2024-05-24 5:27:45 PM GMT- IP address: 206.78.213.131
- Document emailed to Spiros Kefallinos (pacificrimpaintinginc@gmail.com) for signature 2024-05-24 5:29:30 PM GMT
- Email viewed by Spiros Kefallinos (pacificrimpaintinginc@gmail.com) 2024-05-24 5:46:07 PM GMT- IP address: 99.100.214.102
- Ocument e-signed by Spiros Kefallinos (pacificrimpaintinginc@gmail.com)

 Signature Date: 2024-05-24 5:48:59 PM GMT Time Source: server- IP address: 73.66.229.187
- Agreement completed.
 2024-05-24 5:48:59 PM GMT

www.fresnounified.org

Invoices@FresnoUnified.org

PURCHASE ORDER

Fresno Unified School District

ACCOUNTS PAYABLE
Inquiries and Support:
Accounts,Payable@FresnoUnified.org
Remit Invoices:

PURCHASE ORDER VERSION:

PAGE

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DIRECT INQUIRIES TO PURCHASING SERVICES 4498 NORTH BRAWLEY AVE. FRESNO, CA 93722 (569) 457-3588 - FAX: (559) 457-6040 THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE.

TRANSACTION

LISTS, INVOICES, AND CORRESPONDENCE.

| DATE OF ORDER: | DELIVERY DATE:

Contact Name: MARISA THIBODEAUX

2024-06-11 2024-08-30

VENDOR NO. VENDOR TELEPHONE

VENDOR EMAIL ADDRESS:

VENDOR CONTACT:

30272

VENDOR TELEPHONE: 916-600-3965
VENDOR FAX:

PACIFICRIMPAINTINGCO@HOTMAIL.COM SPIRO

SPIROS KEFALLINOS

VENDOR

PACIFIC RIM PAINTING CO 7726 N FIRST ST BOX 409

MAINTENANCE DEPARTMENT 4600 N. BRAWLEY

FRESNO, CA 93722

FRESNO, CA 93720

B01

PRESNO, CH 95.22

BID 24-69 SECTION A

MAINTENANCE/ HILARY CHARTIER/ KEVAN CARR

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	PROJECT MANAGER: Kev	an Carr				1	 	i I
	PHONE: 457-3046					ļ.	 	<u>1</u> 1
	A NOTICE OF COMPLETE OFFICE. THIS PROJECT COMPLIANCE MONITORING CONRACTORS/SUBCONTRAINED IN THE DIR WEBSITE: http://www.dir.ca.go.pursuant to Labor Contractor/subcontract	I IS SUBJECT TO PHOSE TO PHOSE TO UPLOAD IN THE PHOSE TO UPLOAD IN THE PHOSE TO UPLOAD IN THE PHOSE TO PHOSE TO PHOSE TO PHOSE TARTING APPORTUNCIANT APPORTU	EVAILI THE D LECTRO TIFIE THE STAR THE STAR THE STAR THE STAR THE STAR	NG WAGE REQUIR. THE DIR NIC CERTIFIE d-Payroll-Re TING MARCH 1 PW BID PROF	TREMENTS REQUIRES D PAYRO POSTING OSAL UNITACTO	S, AND S LL RECO .html 5 NO LESS; R /	 	
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Authorized Signature
Official Digital Signature

Vendor agrees to comply with District Terms & Conditions posted at http://go.fresnounified.org/StandardTermsAndConditions

\$319,450.00

Page 229 of 287

PURCHASE ORDER

www.fresnounified.org **TRANSACTION** NUMBER ACCOUNTS PAYABLE В PURCHASE ORDER VERSION: resno Unified Inquiries and Support: Accounts.Payable@FresnoUnified.org School District Ĺ 1055 Remit Invoices: Invoices@FresnoUnified.org THIS NUMBER MUST APPEAR ON ALL PACKAGES, PURCHASING SERVICES PACKING LISTS, INVOICES, AND CORRESPONDENCE. DIRECT 4498 NORTH BRAWLEY AVE. FRESNO, CA 93722 (559) 457-3588 - FAX: (559) 457-6040 DATE OF ORDER: **DELIVERY DATE: INQUIRIES** 2024-08-30 2024-06-11 TO 1 Contact Name: MARISA THIBODEAUX VENDOR CONTACT: VENDOR EMAIL ADDRESS: VENDOR NO. VENDOR TELEPHONE: 916-600-3965 PACIFICRIMPAINTINGCO@HOTMAIL.COM SPIROS KEFALLINOS **VENDOR FAX:** B01 30272

PACIFIC RIM PAINTING CO V 7726 N FIRST ST BOX 409 E N D FRESNO, CA 93720 0

MAINTENANCE DEPARTMENT 4600 N. BRAWLEY P FRESNO, CA 93722 Т

	BID 24-69 SECTION A	DECORISTION	-			4th	3rd	2nd	1st
	1	DESCRIPTION			_	4ui		1	13
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	* PROJECT TITLE / LOCATIVE Exterior Painting at Value of Painting Phone: 457-3046 A NOTICE OF COMPLETION PROJECT IS SUBJECT TO ENFORCEMENT BY THE DIR ELECTRONIC CERTIFIED PAINTING AWARDED A PW CONTRACT, NTP	MAY BE FILED AT THE PREVAILING WAGE REFORM THE DIR REQUIRES ANYOLL RECORDS ON Public-Works/Certi	TIONS, E FRES CONTRACT HE DIR ied-Pa	AND ADDENDA I	ORDERS O LIANCE N ACTORS I	FFICE ONITO O UPL	THIS RING/ OAD	i	
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wer	ertify that the items listedhereon e received and checked by me on date indicated. All items conform to	Receiver Signatur			Date		\$31	9,450	. 0

specifications and are in good condition.

Page 230 of 287

PURCHASE ORDER

Fresno Unified School District www.fresnounified.org **ACCOUNTS PAYABLE**

Remit Invoices: Invoices@FresnoUnified.org

Inquiries and Support: Accounts Payable@FresnoUnified.org

PURCHASE ORDER VERSION:

NUMBER

DIRECT INQUIRIES TO

PURCHASING SERVICES

4498 NORTH BRAWLEY AVE. FRESNO, CA 93722 (559) 457-3588 - FAX: (559) 457-6040

PACKING LISTS, INVOICES, AND CORRESPONDENCE. DATE OF ORDER:

THIS NUMBER MUST APPEAR ON ALL PACKAGES,

DELIVERY DATE:

Contact Name: MARISA THIBODEAUX

2024-06-11 1

2024-08-30

VENDOR NO.

VENDOR TELEPHONE: 916-600-3965

VENDOR EMAIL ADDRESS:

VENDOR CONTACT:

VENDOR FAX:

PACIFICRIMPAINTINGCO@HOTMAIL.COM

SPIROS KEFALLINOS

30272

D

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B01 PACIFIC RIM PAINTING CO

7726 N FIRST ST BOX 409

4600 N. BRAWLEY

MAINTENANCE DEPARTMENT

FRESNO, CA 93720

FRESNO, CA 93722

MAINTENANCE/ HILARY CHARTIER/ KEVAN CARR

1E	COMMODITY NO.	QUANTITY	UNIT	UNIT COST	1	_cost
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	PROJECT TITLE / LOC Exterior Painting a	Various Sites -				1 1
	ALL WORK PER TERMS, BID: #24-69 SECTION	CONDITIONS, SPEC	FICATI	ONS, AND ADDENDA	RELATED TO	
	PROJECT MANAGER: Ke	van Carr				; ;
	PHONE: 457-3046					; ; ;
	A NOTICE OF COMPLET OFFICE. THIS PROJEC COMPLIANCE MONITORI CONRACTORS/SUBCONTR ON THE DIR WEBSITE: http://www.dir.ca.g	T IS SUBJECT TO PONT OF THE PO	REVAILI Y THE C ELECTRO	NG WAGE REQUIREME IR. THE DIR REQUI NIC CERTIFIED PAY	NTS, AND RES ROLL RECORI	DS ;
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PURCHASE ORDER

Fresno Unified
School District

B | ACCOUNTS PAYABLE | TRANSACTION |
Inquiries and Support:
Accounts.Payable@FresnoUnified.org | PURCHASE ORDER VERSION:

T | Remit Involces: | Invoices@FresnoUnified.org |
PURCHASING SERVICES | THIS NUMBER MUST APPEAR ON ALL PACKING LISTS INVOICES AND CORRESPONDED.

00000806071

NUMBER

THIS NUMBER MUST APPEAR ON ALL PACKAGES. PACKING LISTS, INVOICES, AND CORRESPONDENCE. DIRECT 4498 NORTH BRAWLEY AVE. FRESNO, CA 93722 (559) 457-3588 - FAX: (559) 457-6040 DATE OF ORDER: **DELIVERY DATE: INQUIRIES** 2024-06-11 2024-08-30 TO 1 Contact Name: MARISA THIBODEAUX VENDOR EMAIL ADDRESS: VENDOR CONTACT: VENDOR NO. **VENDOR TELEPHONE:** 916-600-3965 PACIFICRIMPAINTINGCO@HOTMAIL.COM V SPIROS KEFALLINOS **VENDOR FAX:** B01 30272

T

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PACIFIC RIM PAINTING CO
7726 N FIRST ST BOX 409

PRESNO, CA 93720

R

MAINTENANCE DEPARTMENT
4600 N. BRAWLEY
FRESNO, CA 93722

MAINTENANCE/ HILARY CHARTIER/ KEVAN CARR

	D 24-69 SECTION B	DECORPTION			4th	3rd	2nd	131
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-	Exterior Painting at	Various Sites -	Eaton	Elementary S	chool	1		
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	ALL WORK PER TERMS,	CONDITIONS, SPEC	IFICATI	ONS, AND ADD	ENDA RELAT	ED TO		
1	BID: #24-69 SECTION	B						
	PROJECT MANAGER: Kev	an Carr						:
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	PHONE: 457-3046					•		
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	**ALL EXTENDED TOTAL			E CALIFORNIA		TECOL	MID.	,
I certi	ify that the items listedhereon eceived and checked by me on	Receiver Signatu	ire		Date	**	4 45^	
	to indicated All items conform to	I		I		\$84	4,450	'. U

I certify that the items listedhereon were received and checked by me on the date indicated. All items conform to specifications and ere in good condition.

Page 232 of 287



Achieving our Greatest Potential!

BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

May 24, 2024

Sent Via E-mail: pacificrimpaintinginc@gmail.com

Spiros Kefallinos Pacific Rim Painting, Inc 259 W. Sierra Ave. Apt. 101 Fresno, CA 93704

Regarding:

NOTICE OF AWARD

Subject:

BID #24-69, Sections A & B Exterior Painting at Various School Sites

Spiros Kefallinos:

This project was approved by the District School Board on May 22, 2024 for \$319,450 (Section A-Bullard High School) and \$84,450 (Section B-Eaton Elementary School), consisting of the Base Bid. The District accepts your bid subject to receipt by the District's Executive Director of Purchasing of the following Documents:

- a) Performance Bond and Payment Bond enclosed for execution per DIV 00 72 00.04.
- b) Certificate of Insurance/Proof of Insurance (General/Auto/Builders Risk/Certificate of Workers' Compensation per DIV 00 73 16; Insurance Instructions attached.
- c) Agreement Contract enclosed for review. A version will be sent via Adobe Sign for electronic signature.
- d) Emergency contractor contact information form enclosed to be completed per DIV 00 72 00.05 (8).
- e) Certifications to be Completed by Contractor.
- f) Optional if escrow account desired: Two Original Escrow Agreement forms executed by escrow agent and General Contractor (use District forms provided with Bid).
- g) Certified Payroll records will be required for the entire project from the initial work through completion and should be uploaded onto the DIR website
 - ✓ Payrolls should be uploaded onto the DIR website (https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html) in accordance with SB854. DIR Project ID 526498.

Requested document(s) shall be submitted within ten (10) calendar days after receipt of Notice of Award. Please deliver to Fresno Unified School District, Purchasing Department, 4498 N. Brawley Avenue, Fresno, California 93722, ATTN: Marisa Thibodeaux. All documents may be emailed to Marisa.thibodeaux@fresnonified.org. Pursuant to DIV 00 73 16 of the General Conditions, Contractor will not be allowed to begin work on the project site without District approval of these documents; even if the District releases a Notice to Proceed and Purchase Order to you. The fully executed Agreement will be emailed to you.

PRA 11/07/2024

FUSD0051



BOARD OF EDUCATION

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

INTERIM SUPERINTENDENT

Mao Misty Her

Bid No. 24-69, Sections A & B- Exterior Painting at Various School Sites

The <u>submittals listed below</u> must be turned in, respectively to **Project Manager** within ten (10) calendar days after receipt of Notice of Award:

The items listed below must be submitted to district Project Manager after the Notice of Award is issued:

In accordance with Division 01 - General Requirements:

- 1. Substitution Requests within five (5) calendar days after Notice of Award.
- Schedule of Values within ten (10) calendar days after Notice of Award.

In accordance with Specification 099004, Paint and Coating Surface Prep Guidelines; Part III - Submittals:

- 1. Prior to commencement of work, all items below:
 - 1) Diagram for each work area;
 - 2) Contractor's health and safety program;
 - 3) Contractor's respiratory protection program;
 - 4) Medical approval for respirators;
 - 5) Recent Lab certification lead-in blood level test results
 - 6) Current training certificates;
 - 7) Certificates of worker acknowledgement;
 - 8) Written FED/OSHA compliance program; and
 - 9) DHS certificated Project Monitor certification number and statement confirming that they will oversee and monitor the lead surface preparation stage of the contract.

Contractor will not be allowed to begin work on the project site without District approval of these documents; even if the District releases a Notice to Proceed and Purchase Order to you.

Respectfully,

Marisa Thibodeaux

Marisa Thibodeaux Buver III

CC: K. Carr, A. Loorz, T.Jorge, Risk Management - Mai Moua, L. Jorge

FUSD0052

PRA 11/07/2024

INSTRUCTIONS FOR INSURANCE

- A. CONTRACTOR, at CONTRACTOR'S expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the DISTRICT and with limits not less than those stated hereinafter.
- B. Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the CONTRACTOR.
- C. Certificates of Insurance shall be originally signed by an authorized representative and shall be submitted in duplicate and shall contain transcripts from the policies authenticated by the proper office of the insurer evidencing, in particular, those insured, the extent of the insurance, the location of and the operation to which the insurance applies and thirty (30) days' NOTICE OF CANCELLATION of the policy. Policy shall read "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED".
- D. All of CONTRACTOR'S insurance policies shall name the Fresno Unified School DISTRICT, and the Architect/Engineer, and its officers, employees, agents, and governing board members as additional insured. Certificates of Insurance attached Additional Insured Endorsement (Insurance Services Officer form CG2010). Such policy(ies) of insurance shall be endorsed so that the CONTRACTOR'S insurance shall be primary and no contribution shall be required of the DISTRICT.
- E. Insurance coverages shall not be less than the following:
 - 1) <u>Workers' Compensation</u> in accordance with the provisions of Section 3700 of the Labor Code. CONTRACTOR shall sign and file with DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this contract." The form for this certificate is included as a part of the Contract Documents.
 - 2) <u>Comprehensive General Liability coverage</u> covering claims for personal injury, bodily injury and properly damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard and shall be maintained for ten years after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, or to the applicable Statute of Repose, whichever is less. The limits of such insurance shall not be less than:
 - 1. \$2,000,000 each Occurrence
 - 2. \$4,000,000 aggregate for products-completed operations
 - 3. \$4,000,000 general aggregate limit, which shall apply separately and be reinstated annually.

The policy shall not contain any exclusions directed toward any types of projects, materials or processes involved in the Work.

3) Comprehensive Auto Liability insurance with limits of not less than \$2,000,000 CSL, BI and PD



Achieving our Greatest Potential!

BOARD OF EDUCATION

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

INTERIM SUPERINTENDENT

Mao Misty Her

June 11, 2024

Sent Via E-mail: pacificrimpaintinginc@gmail.com

Spiros Kefallinos Pacific Rim Painting, Inc 259 W. Sierra Ave. Apt. 101 Fresno. CA 93704

Regarding: NOTICE TO PROCEED

Subject: Bid No. 24-69, Sections A & B Exterior Painting at Bullard High School and Eaton Elementary

School

Spiros Kefallinos:

In accordance with the contract documents, including Information to Bidders - Item 43, this Notice-to-Proceed is released and will become effective on the date indicated below. The Notice-to-Proceed is given on the condition that the terms and conditions and all other parts and provisions of Bid No. 24-69 Section A & B will be met.

All work to be done concurrently and subject to all phasing and milestone dates identified in the contract documents. All phasing, milestones, and completion dates are subject to liquidated damages as stated in the contract documents.

NOTICE-TO-PROCEED DATE:

June 12, 2024

COMPLETION:

August 16, 2024

Pursuant to DIV 00 73 16 (F) of the General Conditions, CONTRACTOR SHALL NOT COMMENCE WORK on the project site before the effective date of the accepted insurance and bonds.

If box is checked, insurance and bonds are accepted and Contractor may commence work on the project site.

District Staff looks forward in partnering with Pacific Rim Painting, Inc to deliver a successful project for our students and staff.

Sincerely,

Marisa Thibodeaux Buyer III

c: Ann Loorz, Toni Jorge, K. Carr, Risk Mgmt-Mai Moua, L. Jorge and W. Anderson

2309 Tulare Street

Fresno CA 93721-2287

www.fresnounified.org

Date:

This Certificate is not negotiable, the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any

rights of the Owner or Contractor under this Contract

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AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

1

Contractor's signed Certification is attached.

APPLICATION DATE:

7/8/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

5/24/24 to 7/07/24

Use Column I on Contracts where variable retainage for line items may apply.

Α	В	C		D		E	F	Ğ		Н	ᄂ	
-				WORK	COM	PLETE	_				Ļ_	
ITE M NO.	DESCRIPTION OF WORK	SCHEDULED VA	LÜE	FROM PREVIOUS APPLICATION (D+E)		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G+C)	BALANCE TO FINISH (C-G)	RET	TAINAGE 5%
┝╌	Bond	S 7,9	87.00	\$ -	\$	2,795.00		\$ 2,795.00	35%	\$ 5,192.00	\$	140.00
l	Mobilization	*	92.00		\$	3,077.00		\$ 3,077.00	35%	\$ 5,715.00	\$	154.00
l	Prep Work	1	61.00		\$	15,386.00		\$ 15,386.00	35%	\$ 28,575.00	\$	769.00
	Painting of Building	h	10.00		5	90,549.00		\$ 90,549.00	35%	\$ 168,161.00	\$	4,527.00
												;
一	TOTAL ALL PAGES	\$ 319,4	50.00	\$ -	\$	111,807.00	\$ -	\$ 111,807.00		\$ 207,643.00	\$	5,590.00

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1983

named herein. Issuance, payment and acceptance of payment are without prejudice to any

rights of the Owner or Contractor under this Contract

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

2

Contractor's signed Certification is attached.

APPLICATION DATE:

7/26/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

7/08/24 to 7/26/24

Use Column I on Contracts where variable retainage for line items may apply.

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	Bond	<u> </u>	7,987.00	Ś	2,795.00	\$	3,994.00		\$	6,789.00	85%	\$ 1,198.00	\$	339.00
	Mobilization	s	8,792.00	1	3,077.00	1	4,396.00		\$	7,473.00	85%	\$ 1,319.00	\$	374.00
	Prep Work	s	43,961.00	l	15,386.00	\$	21,981.00		\$	37,367.00	85%	\$ 6,594.00	\$	1,868.00
	Painting of Building	\$	258,710.00	L .	90,549.00	\$	129,355.00		\$	219,904.00	85%	\$ 38,806.00	\$	10,995.00
												77.047.00		12 577 000
	TOTAL ALL PAGES	\$	319,450.00	\$	111,807.00	\$	159,726.00	\$ -	\$	271,533.00		\$ 47,917.00	\$_	13,576.00

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1983

named herein. Issuance, payment and acceptance of payment are without prejudice to any

rights of the Owner or Contractor under this Contract

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

3

Contractor's signed Certification is attached.

APPLICATION DATE:

8/12/2024

PERIOD TO:

7/27/24 to 8/12/24

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

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 ^ -			WORK	COMPLETE					
ITE M NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G+C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
-	Bond	\$ 7,987.00	\$ 6,789.00	\$ 1,198.00		\$ 7,987.00	100%	\$ -	\$ 399.00
ι	Mobilization	\$ 8,792.00				\$ 8,792.00	100%	\$ -	\$ 440.00
1	Prep Work	\$ 43,961.00				\$ 43,961.00	100%	\$ -	\$ 2,198.00
1	Painting of Building		\$ 219,904.00	\$ 38,806.00		\$ 258,710.00	100%	\$ -	\$ 12,936.00
	TOTAL ALL PAGES	\$ 319,450.00	\$ 271,533.00	\$ 47,917.00	\$	\$ 319,450.00		\$	\$ 15,973.00

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1983

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Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR: By: Date: 11/08/2024 OWNERS'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the owner certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.	CURRENT PAYMENT DUE	\$44,239.00
	State of: County of:	
CONTRACTOR:	Subscribed and sworn to before me	.
Date: 11/08/2024	Notary Public	
ву:	My Commission expires:	
OWNERS'S CERTIFICATE FOR PAYMENT		
	AMOUNT CERTIFIED	\$44,239.00
	(Attach explanation if amount certified differs from the amount applied for.)	
	OWNER:	
	By: Date:	
CERTIFIED.	DIRECTOR OF FACILITIES:	-
A	By: Date:	
	This Certificate is not negotiable. the AMOUNT CERTIFIED is payable only	
	named herein. Issuance, payment and acceptance of payment are without	prejudic e to any
·	rights of the Owner or Contractor under this Contract	
	ingities of the Officer of Contractor Wilder Title Contract	

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

Contractor's signed Certification is attached.

APPLICATION DATE:

11/8/2024

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO:

08/13/24 to 11/08/24

Use Column I on Contracts where variable retainage for line items may apply.

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ŀ			WORK	COMPLETE					
ITE M NO.		SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G+C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
<u> </u>	Bond	\$ 7,987.00	\$ 6,789.00	\$ 1,198.00		\$ 7,987.00	100%	\$	\$ 399.00
l l	Bond Mobilization	\$ 8,792.00				\$ 8,792.00	100%	\$ -	\$ 440.00
1	Prep Work	\$ 43,961.00	4		[\$ 43,961.00	100%	\$ -	\$ 2,198.00
	4 Painting of Building	\$ 258,710.00	l.	\$ 38,806.00	ĺ	\$ 258,710.00	100%	\$ -	\$ 12,936.00
	C/O 001 Surface Clean	\$ (1,350.00		\$ (1,350.00)		\$ (1,350.00)	100%	\$ -	\$ (68.00)
\vdash	TOTAL ALL PAGES	\$ 318,100.00	5 \$ 271,533.00	\$ 46,567.00	\$ -	\$ 318,100.00		\$ -	\$ 15,905.00

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1983

ESTIMATE

Perfectus Pressure Wash 1842 San Gabriel Ave Clovis, ČA 93611 chris@perfectuspw.com +1 (559) 392-5685 http://www.perfectus-pw.com



Bill to

Kevan Carr Fresno Unified School District 2309 Tulare St Fresno, CA 93721

Estimate details

Estimate no.: 241002_FUSD_BULLARDSC

Estimate date: 10/02/2024 Expiration date: 12/02/2024

#	Product or service	Description	Qty	Rate	Amount
1.	Surface Clean	Full surface clean of specified concrete areas on pool deck at Bullard High School for removal of rust stains: • Mask straight lines with tape and plastic to ensure chemicals only come in contact with the treatment area. • Rinse treatment area of all standing debris with water only. • Apply rust-removal chemical to treatment area, scrub with brush, and allow a 5-minute dwell time. • Pressure wash treatment area with a 19", dual-orifice surface cleaner. • Rinse treatment area and all surrounding surfaces that may have been affected by treatment. • Remove all masking materials. ** Bid price reflects 2024 Davis-Bacon wages for California.	1	\$1,350.00	\$1,350.00
		Total			\$1,350.00
	Note to customer		Ex da	piry te	12/02/2024

CA Lic. #1112898 Bonded & Insured.

AIA DOCUMENT G702

rights of the Owner or Contractor under this Contract

PAGE 1 OF 2 PAGES

						ons A&B Exterior	ADDITION NO.	E Einel		
TO (Owner): Fresno Unified 2309 Tulare S Fresno, CA 93			Př	ROJECT:	Painting at Vari	ous School Sites	APPLICATION NO: PERIOD FROM: TO:	11/08/24 11/08/24	DISTRIBUTION OWNER CONTRACTOR	TO:
General Contra Pacific Rim P							OWNER'S PROJECT NO: CONTRACT DATE:	24-69 5/24/2024		
CONTRACHANGE ORD	ACTOR'S DER SUMMARY	APPLIC	ATION FO	R PA	YMENT	Application is made for Pa Continuation Sheet, AIA			the Contract.	
Change orders in previous mo	approved	ADDITIONS 0	DEDUCTIONS 0			The present status of the	e account for this Contra	act is as follows	:	
Owner	TOTAL	\$0.00	\$0.00			ORIGINAL CONTRACT S	UM		\$319,45	0.00
Approved Number	this Month Date Approved		(4.050.00)			Net change by Change Or	ders		(1,350).00)
1	10/2/2024	0	(1,350.00)			CONTRACT SUM TO DA	TE		\$318,10	0.00
			j			TOTAL COMPLETED & S (Column G on G703)			\$318,10	
TO Net change by 0	TALS hange Orders	\$0.00	-\$1,350.00 -\$1,350.00			or total in Column I on G TOTAL EARNED LESS R	% 1703 ETAINAGE		<u> </u>	00.00
information and	d Contractor to the b belief the Work cove en completed in acc	ered by this Appli	cation for			LESS PREVIOUS CERTIF			\$257,95 \$44,23	
ments, that all a previous Certific	mounts have been partes for Payment wo	paid to him for W ere issued and pa	ork for which ayments received			CURRENT PAYMENT DU	/E		<u>\$15,90</u>)5.00
CONTRACTO		?				State of: Subscribed and swom to before	County of:			
Ву:			Date: 11/08/2024			Notary Public My Commission expires:				
	RS'S CER			YME	TI	AMOUNT CERTIFIED			\$15.90	05.00
vations and the certifies to the C	vith the Contract Doo data comprising the Owner that the Work	above application has progressed	on, the owner to the point			(Attach explanation if amount OWNER:				
the quality of the	o the best of his kno e Work is in accorda the Contractor is en	nce with the Cor	tract Docu-			,	<u>-</u>	Date:		
CERTIFIED.		, ,				DIRECTOR OF FACILITIES:		Data		
						By: This Certificate is not negotial named herein. Issuance, pa	able. the AMOUNT CERTIFIE	Date: ED is payable only t rment are without p	o the Contractor rejudice to any	

DIRECTOR OF FACILITIES:

rights of the Owner or Contractor under this Contract

This Certificate is not negotiable, the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any

By: _

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CERTIFIED.

ments; and that the Contractor is entitled to payment of the AMOUNT

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

2

Contractor's signed Certification is attached.

APPLICATION DATE:

9/3/2024

Contractor a signed act threaten to trace

PERIOD TO:

5/24/24 to 09/03/24

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	В		C	D		E	F		G		 H		l
				WORK	COM	PLETE					 	<u> </u>	
M NO.	DESCRIPTION OF WORK	SCHE	DULED VALUE	M PREVIOUS PLICATION (D+E)		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	STORI	AL COMPLETED AND ED TO DATE (D+E+F)	%(G+C)	ALANCE TO NISH (C-G)	RETA	AINAGE 5%
1	Bond	s	2,111.00	\$	\$	1,794.00		\$	1,794.00	85%	\$ 317.00	\$	89.70
	Mobilization	\$	2,324.00	\$ -	\$	1,975.00		\$	1,975.00	85%	\$ 349.00	\$	98.75
	Prep Work	\$	11,622.00	\$ -	\$	9,879.00		\$	9,879.00	85%	\$ 1,743.00	\$	493.95
1	Painting of Building	\$	68,393.00	\$ -	\$	58,134.00		\$	58,134.00	85%	\$ 10,259.00	\$	2,906.70
ı	C/O 001 Cafeteria Graphics Damage	\$	(2,488.14)	\$ -	\$	(2,488.14)	!	\$	(2,488.14)	100%	\$ -	\$	(124.41)
	TOTAL ALL PAGES	s	81,961.86	\$ -	\$	69,293.86	\$ -	S	69,293.86		\$ 12,668.00	\$	3,464.69

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1983

By:

Date:

This Certificate is not negotiable, the AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any

rights of the Owner or Contractor under this Contract

CERTIFIED.

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

APPLICATION NUMBER:

3

Contractor's signed Certification is attached.

APPLICATION DATE:

11/8/2024

Contractor a signed certification is attached.

PERIOD TO:

09/04/24 to 11/08/2024

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A	В	С	T	D		E	Ė	G		Н	<u> </u>	1
-				WORK	COM	APLETE					ļ	
ITE M NO.	DESCRIPTION OF WORK	SCHEDULED VALUE		ROM PREVIOUS APPLICATION (D+E)		THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G+C)	BALANCE TO FINISH (C-G)	RET	AINAGE 5%
\vdash_{\downarrow}	Bond	\$ 2,111.	00 \$	1,794.00	\$	317.00		\$ 2,111.00	100%	\$ -	\$	105.55
	Mobilization	\$ 2,324.	- 1		\$	349.00		\$ 2,324.00	100%	\$ -	\$	116.20
	Prep Work	\$ 11,622.	00 \$	9,879.00	\$	1,743.00		\$ 11,622.00	100%	\$ -	\$	581.10
	Painting of Building	\$ 68,393.	oo \$	58,134.00	\$	10,259.00		\$ 68,393.00			\$	3,419.65
1	C/O 001 Cafeteria Graphics Damage	\$ (2,488.	14) \$	(2,488.14)	\$	-		\$ (2,488.14)	100%	s -	\$	(124.41)
	TOTAL ALL PAGES	\$ 81,961.	86 \$	69,293.86	\$	12,668.00	\$ -	\$ 81,961.86		\$ -	\$	4,098.09

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1983

Notary Public

My Commission expires:

OWNERS'S CERTIFICATE FOR PAYMENT

Date: 11/08/2024

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the owner certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED	\$4,098.09	
OWNER:	апете пот ата атовк еррпса гог.)	
Зу:	Date:	<u> </u>
DIRECTOR OF FACILITIES:		
By:	Date:	

AIA DOCUMENT G703

(Instructions on reverse side) Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 4 Final

APPLICATION DATE:

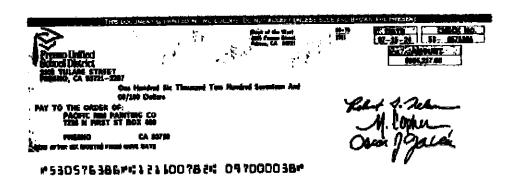
11/8/2024

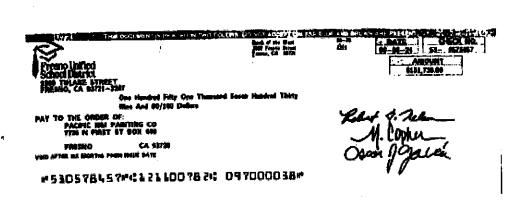
PERIOD TO:

11/08/24 to 11/08/2024

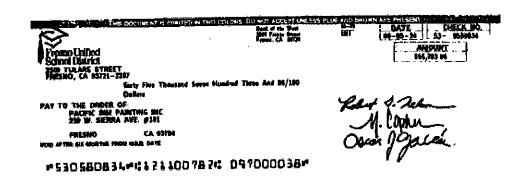
A	В	С	D	E	F	G		Н	
-			WORK	COMPLETE					
ITE M NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G+C)	BALANCE TO FINISH (C-G)	RETAINAGE 5%
-	Bond	\$ 2,111.00	\$ 2,111.00	\$ -		\$ 2,111.00	100%	\$ -	\$ 105.55
1	Mobilization	\$ 2,324.00				\$ 2,324.00	100%	\$ -	\$ 116.20
1	Prep Work	\$ 11,622.00			ļ	\$ 11,622.00	100%	\$ -	\$ 581.10
L	Painting of Building	\$ 68,393.00	\$ 68,393.00	\$ -		\$ 68,393.00	100%		\$ 3,419.65
	C/O 001 Cafeteria Graphics Damage	\$ (2,488.14)	\$ (2,488.14)	\$ -		\$ (2,488.14)	100%	\$ -	\$ (124.41)
-									
\vdash	TOTAL ALL PAGES	\$ 81,961.86	\$ 81,961.86	\$ -	\$ -	\$ 81,961.86		\$ -	\$ 4,098.09

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA REGISTERED - COPYRIGHT 1983





Eaton



Present Unified Science Street Treatment of Street
PAY TO THE CRIDER OF PACIFIC INC. 200 PL SERBA AVE. 4484

PRESIDE CA SIZIN

#530581343#111111007820 097000038#

Pacific Rim Painting Inc 259 W Sierra Ave 101 Fresno, CA 93704 Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmail.com License# 1114395

	DER REQUEST QUOTAT	ION BE		
Date:			Change Ordor #	
6/28/2024			RFI#	
Owner:			CCD#	
Fresno Unified School District			1	
2309 Tulare St. Fresno, CA 93721			ASI#	
Project:				
Exterior Painting at Bullard				
Description Work on the BB building northwest of the academy w				
demobiliation of th workers and equipment. Resulting	g in late resources and incor	ring auc	REIONAL MODINEACTOR COSES.	
DIRECT COSTS				
Labor Classification	Hrs	х	Rate	Totals
6 Journey man	47.5		83.65	\$3,976.3
			Labor Subtotal	A4 696 91
			LODO Subtotur	\$3,370.3
Material Cost Description	Quan.	Units	x \$ per Unit	53,976.3
Material Cost Description		Units		
Material Cost Description Paint			к\$ per Unit	\$3,976.3 \$200.0 \$200.0
Paint			х \$ per Unit 25.00	\$200.0
Paint Misc, Costs	8	gl	x \$ per Unit 25.00 Moterial Subtotal	\$200.0 \$200. 0
Paint Misc. Costs Bonds	8	gl	x \$ per Unit 25.00 Moterial Subtotal	\$200.0 \$200.0 \$132.0
Misc. Costs Bonds O & P (10%) Per FUSD Allowed	8	gl	x \$ per Unit 25.00 Moterial Subtotal	\$200.0
Misc. Costs Bonds O & P (10%) Per FUSD Allowed Consulting Fee	8	gl	x \$ per Unit 25.00 Moterial Subtotal	\$200.00 \$200.00 \$132.00 \$417.6 \$689.00 \$195.0
Misc. Costs Bonds O & P (10%) Per FUSD Allowed Consulting Fee	8	gl ×	x \$ per Unit 25.00 Moterial Subtotal x Misc. Costs Subtotal	\$200.0 \$200.0 \$132.0 \$417.6 \$689.0 \$195.0
Misc. Costs Bonds O & P (10%) Per FUSD Allowed Consulting Fee	8	gl ×	x \$ per Unit 25.00 Material Subtotal x	\$200.0 \$200.0 \$132.0 \$417.6 \$689.0 \$1,433.6 \$5,609.9
Paint Misc. Costs Bonds	8	gl ×	x \$ per Unit 25.00 Moterial Subtotal x Misc. Costs Subtotal	\$200.0 \$200.0 \$132.0 \$417.6 \$689.0 \$195.0

Pacific Rim Painting Inc
259 W Sierra Ave 101
Fresno, CA 93704
Phone: (424) 210-2772 - Bmail: pacificrimpaintinginc@gmail.com
License# 1114395

CHANGE ORD	ER REQUEST QUOTATION	ON BRI		
Date:			Change Order #	
7/16/2024			RFI#	
Owner:			CCD#	
Fresno Unified School District				
2309 Tulare St. Fresno, CA 93721			ASI#	
Project:				
Exterior Painting at Bullard				
Description Downtimes on buildings BB, C, BC, and D due to not be				
DIRECT COSTS		 -		
DIRECT COSTS		<u></u>		
Equipment Description	Quan.	Units	x \$ per Unit	4
45ft Scissor Straight Maniift w/JiB	1	wk	1,908.96	\$1,908.9
45ft Scissor Articulated Manlift w/JIB	1	wk	1,908.96	\$1,908.9 \$3,817.9
			Equip Subtotal	54 X17.4
				43,02713
Alice Caste	× ×	×	ж	
	ж	ж	ж	
Misc Costs Bond O & P (10%) Per EUSD Allowed	_х	ж	ж	\$121.0
	x	ж	x Downtime Subtotal	\$121.0 \$381.7
Bond	x			\$121.0 \$381.7 \$502.7 \$4,320.7
Bond	X		Downtime Subtotal	\$121.0 \$381.7 \$502.7

Pacific Rim Painting Inc

259 W Sierra Ave 101
Fresno, CA 93704
Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmail.com
License# 1114395

D-4		<u> </u>	Change Order #	
Date:			RFI#	
8/22/2024			CCD#	
Owner:			ССОН	
Fresno Unified School District			i	
2309 Tulare St. Fresno, CA 93721			ASI#	
Project:				
Exterior Painting at Bullard				
Description Service Date 8/12 and 8/13/2024 - Repaint Blue Fasci				
DIRECT COSTS			-	
Labor Classification	Hrs	х	Rate(incl burden)	Totals
Ruben Ayala	16		83.65	\$1,338.4
Jose A. Ayala	16		83.65	
Humberto Rosas	16		83.65	
Per Diem				\$950.0
			Labor Subtotal	\$4,965.2
Material Cost Description	Quan.	Units	x \$ per Unit	
Paint		gl	26.40	\$1,320.0
Gas				\$120.0
			Material Subtotal	4
		1	Maferial 20010fai	\$1,440.0
	Quan.	Units	x \$ per Unit	\$1,440.0
Equipment Description	Quan.	Units		
	Quan.	Units		\$1,440.0 \$980.0 \$980.0
Equipment Description Equipment Rental	Quan.	Units	x \$ per Unit	\$980.0 \$980.0
Equipment Description Equipment Rental Misc Costs			х \$ per Unit Equip Subtotal	\$980.0 \$980. 0 \$259.0
Equipment Description Equipment Rental Misc Costs Bond			х \$ per Unit Equip Subtotal	\$980.0 \$980.0 \$259.0 \$738.5
Equipment Description Equipment Rental Misc Costs Bond O & P (10%) Per FUSD Allowed			х \$ per Unit Equip Subtotal	\$980.0 \$980.0 \$259.0 \$738.5 \$689.0
Equipment Description Equipment Rental Misc Costs Bond O & P (10%) Per FUSD Allowed Consulting Fee			х \$ per Unit Equip Subtotal	\$980.0 \$980.0 \$259.0 \$738.5 \$689.0 \$200.0
Equipment Description Equipment Rental Misc Costs Bond O & P (10%) Per FUSD Allowed		x	x \$ per Unit Equip Subtotal x Misc Costs Subtotal	\$980.0 \$980.0 \$980.0 \$259.0 \$738.5 \$689.0 \$200.0 \$1,886.5
Equipment Description Equipment Rental Misc Costs Bond O & P (10%) Per FUSD Allowed Consulting Fee		x	x \$ per Unit Equip Subtotal x	\$980.0 \$980.0 \$259.0 \$738.9 \$689.0 \$200.0

TOTAL CO \$10,662,48

Pacific Rim Painting Inc 259 W Sierra Ave 101 Fresno, CA 93704

Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmail.com License# 1114395

CHANGE ORDER REQUEST O	QUOTATION BREAKDOWN	
Date:	Change Order#	10
8/27/2024	RFI#	
Owner:	CCD#	
Fresno Unified School District 2309 Tulare St. Fresno, CA 93721		
2305 Taigite 5tt 17c5/10/ 5/145/12	ASI#	_
Project:		
Exterior Painting at Bullard		
Description		

07/11- Remasking windows at south gym.

07/22- Cafeteria color scheme changed. Retape, repaint and brushed soffits and columns federal blue. Requestd by FUSD.

08/09- Repaint south gym gable end to blue.

DIRECT COSTS		L		
Labor Classification	Hrs	JM	Rate	Totals
4 Journey Man (South Gym)	32		83.65	\$2,676.80
2 Journey Man (Cafeterla)	12	2	83.65	\$1,003.80
			Labor Subtotal	\$3,680.60
Material Cost Description	Quan.	Units	x \$ per Unit	
Paint		gnl	24.15	\$241.50
Fam			Material Subtotal	\$241.50
Misc Costs		X	ж	
Bond		1		\$150.00
O & P (10%) Per FUSD Allowed				\$392.21
Consulting		<u> </u>		\$689.00
Bookkeeping Fee for C/O				\$200.00
			Misc Costs Subtotal	\$1,431.21
		Self Po	erformed Total	\$5,353.31
			Self Performed Markup (15%)	\$803.00
		├	TOTAL CO	\$ 6,156.31

Pacific Rim Painting Inc
259 W Sierra Avc 101
Fresno, CA 93704
Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmail.com
Licensc# 1114395

	ER REQUEST QUOTATION	2.4 DKI		
Date:	<u> </u>		Change Order #	
8/27/2024			RFI#	
Owner:			CCD#	
Fresno Unified School District	1	ļ		1
2309 Tulare St. Fresno, CA 93721			ASI#	
Project:				
Exterior Painting at Bullard				
Description				
Service Date 06/26 - 07/31 -Pop out accent & wainsco academy buildings.			· 	
DIRECT COSTS				
Labor Classification	Hrs	JM	Rate	Totals
6 Journey man (Admin)	288		83.65	1,-1,-1
3 Journey man (Library)	144	3	83.65	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
7 Journey man (South Academy)	504		83.65	
7 Journey man (North Academy)	504	7	83,65	<u> </u>
			Labor Subtotal	\$120,456.0
Material Cost Description	Quan.	Units	x\$per Unit	
Paint	100	gal	24,50	
Gas	185		4.81	\$890.0
			Material Subtotal	\$3,340.0
Misc Costs	ж	ж	х	£2.0F0.0
Bond		Ь—		\$3,959.0
O & P (10%) Per FUSD Allowed	 	 - -	 	\$12,379.6
Consulting Fee		<u> </u>	 	\$689.0
Bookkeeping fee for C/O		<u> </u>	Min Com Cutan	\$838.0
		<u> </u>	Misc Costs Subtotal	\$17,865.6
		Self P	erformed Total	\$141,661.6
		\vdash	Self Performed Markup (15%)	\$21,249.2
			TOTAL CO	

Pacific Rim Painting Inc 259 W Sierra Ave 101 Fresno, CA 93704 Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmail.com Licensc# 1114395

CHANGE OR	DER REQUEST QUOTATION	ON BRE	AKDOWN	
Date:			Change Order#	13
8/27/2024			RFI#	
Owner:			CCD#	
Fresno Unified School District				
2309 Tulare St. Fresno, CA 93721				ļ
			ASI#	
Project:				
Exterior Painting at Bullard				
Description				
Service Date 07/25 to 8/18 - Paint all grey wainscott of				
DIRECT COSTS	No.	154	Data	Totals
Labor Classification	Hrs 72	JM	Rate 83.65	\$6,022.80
3 Journey man (South Wing)			83.65	
3 Journey man (North Wing)	72			
3 Journey man (Library)	48			
3 Journey man (Court)	48			
3 Journey man (South Gym)	48		83.65 83.65	
3 Journey man (North Gym)		3	Labor Subtotal	\$30,114.00
		\vdash	Lubor Subtotur	\$30,114.00
Material Cost Description	Quan.	Units	x \$ per Unit	
Paint/Tape/Sundries	200		6.50	\$1,300.00
Gas	25	el	4.80	
		<u>. </u>	Material Subtotal	\$1,420.00
Equipment Description	Quan.	Units	x \$ per Unit	
Equipment Rental	-			\$900.00
Edupment tends		· · · ·	Equip Subtotal	\$900.00
Misc Costs	×	ж	X	\$1,070.00
Bond				\$3,243.40
O & P (10%) Per FUSD Allowed		<u> </u>		\$5,245.40 \$689.00
Consulting Fee				\$838.00
Bookkeeping Fee for C/O			Misc Costs Subtotal	\$5,840.40
		Call Da	erformed Total	\$38,274.40
		Selt 76	Self Performed Markup (15%)	\$58,274.40 \$5,741.16
			Seij reijoiniea warkup (1576)	75,741.10

Pacific Rim Painting Inc
259 W Sierra Ave 101
Fresno, CA 93704
Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmail.com
License# 1114395

	DER REQUEST QUOTAT	1		14
Date:		<u> </u>	Change Order #	14
8/27/2024		1	RFI#	
Owner:			CCD#	
Fresno Unified School District		1		
2309 Tulare St. Fresno, CA 93721			ASI#	
Project:				
Exterior Painting at Bullard	<u> </u>			
Description Service Date 8/12 - Power wash, prime, and paint prime.				
DIRECT COSTS	· · · · · · · · · · · · · · · · · · ·	T		
Labor Classification	Hrs	JM	Rate	Totals
Journey man		8 1	83.65	\$669.20
your comments and the comments are comments and the comments are comments and the comments are comments are comments and the comments are comments a			Labor Subtotal	\$669.20
Material Cost Description	Quan.	Units	x \$ per Unit	
Material Cost Description	Quan.	Units	x \$ per Unit 26.00	\$260.00
Material Cost Description Paint		Units 0 gl		\$260.00 \$260.0 0
· · · · · · · · · · · · · · · · · · ·			26.00	\$260.00
Paint	10	0 gl	26.00 Material Subtotal	\$260.00 \$35.00
Paint Misc Costs	10	0 gl	26.00 Material Subtotal	\$260.00 \$35.00 \$92.92
Misc Costs Bond	10	0 gl	26.00 Material Subtotal	\$260.00 \$35.00 \$92.92 \$689.00
Misc Costs Bond O & P (10%) Per FUSD Allowed	10	0 gl	26.00 Material Subtotal	\$260.00 \$35.00 \$92.92 \$689.00 \$200.00
Misc Costs Bond O & P (10%) Per FUSD Allowed Consulting Fee	10	O gl	26.00 Material Subtotal X Misc Costs Subtotal	\$35.00 \$35.00 \$92.92 \$689.00 \$200.00 \$327.92
Misc Costs Bond O & P (10%) Per FUSD Allowed Consulting Fee	10	O gl	26.00 Material Subtotal x Misc Costs Subtatal erformed Total	\$35.00 \$35.00 \$92.92 \$689.00 \$200.00 \$327.92 \$1,257.12
Misc Costs Bond O & P (10%) Per FUSD Allowed Consulting Fee	10	O gl	26.00 Material Subtotal X Misc Costs Subtotal	\$35.00 \$35.00 \$92.92 \$689.00 \$200.00 \$327.92

Pacific Rim Painting Inc 259 W Sierra Ave 101 Fresno, CA 93704 Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmall.com License# 1114395

CHANGE OR	DER REQUEST QUOTATION	ON BR	EAKDOWN	•
Date:			Change Order#	15
8/27/2024			RFI#	
Owner:			CCD#	_
Fresno Unified School District				
2309 Tulare St. Fresno, CA 93721]			
			ASI#	
Project:				
Exterior Painting at Bullard			·	
Description Service Date 08/15 - Clean all trash created by stude			<u> </u>	
Martinez.				·
DIRECT COSTS				
Labor Classification	Hrs	JM	Rate	Totals
2 Journey man		2.	83.65	\$1,338.40
			Labor Subtotal	\$1,338.40
Material Cost Description	Quan.	Units	x \$ per Unit	
Paint	22	gi	25.00	\$550.00
			Material Subtotal	\$550.00
Equipment Description	Quan.	Units	x \$ per Unit	
Scissor Lift Rental			350.00	\$350.00
			Equip Subtotal	\$350.00
	Quan.	Units	x\$ per Unit	
Misc Costs	- Quani	VIIII	A PET OTIL	\$96.00
Bond O & P (10%) Per FUSD Allowed				\$223.84
Consulting Fee		 	 	\$689.00
Bookkeeping Fee for C/O		1		\$200.00
DOUWEEhing Lee IOI CLO		 	Misc Costs Subtotal	\$1,208.84
		Self Po	erformed Total	\$3,447.24
			Self Performed Markup (15%)	\$517.09
		l	TOTAL CO	<u>\$ 3,964.33</u>

Pacific Rim Painting Inc 259 W Slerra Ave 101 Fresno, CA 93704 Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmall.com License# 1114395

8/27/2024 Owner: Fresno Unified School District 2309 Tulare St. Fresno, CA 93721 ASI# Project: Exterior Painting at Bullard Description Service Date 08/07 to 8/08 - Inspector changed spec color from safety yellow to optic yellow for yellow goal post, Which they are the same color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS Labor Classification Hrs JM Rate Totals 2 Journey man	CHANGE ORDE	R REQUEST QUOTA	TION BREA	KDOWN	
Owner: Fresno Unified School District 2309 Tulare St. Fresno, CA 93721 Project: Exterior Painting at Builard Description Service Date 08/07 to 8/08 - Inspector changed spec color from safety yellow to optic yellow for yellow goal post, Which they are the same color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS Labor Classification Hrs JM Rate Totals 2 Journey man	Date:			Change Order#	10
Fresno Unified School District 2309 Tulare St. Fresno, CA 93721 Project: Exterior Painting at Builard Description Service Date 08/07 to 8/08 - Inspector changed spec color from safety yellow to optic yellow for yellow goal post, Which they are the same color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS Labor Classification Hrs JM Rate Totals 2 Journey man	8/27/2024			RFI#	
2309 Tulare St. Fresno, CA 93721 Project: Exterior Painting at Bullard Description Service Date 08/07 to 8/08 - Inspector changed spec color from safety yellow to optic yellow for yellow goal post, Which they are the same color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS Labor Classification Hrs JM Rate Totals 2 Journey man	Owner:			CCD#	
Project: Exterior Painting at Builard Description Service Date 08/07 to 8/08 - Inspector changed spec color from safety yellow to optic yellow for yellow goal post, Which they are the same color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS DIRECT COSTS Hrs JM Rate Totals 2 Journey man 8 2 83.65 \$1,338.44	Fresno Unified School District				
Exterior Painting at Builard Description Service Date 08/07 to 8/08 - Inspector changed spec color from safety yellow to optic yellow for yellow goal post, Which they are the same color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS Labor Classification Hrs JM Rate Totals 2 Journey man	2309 Tulare St. Fresno, CA 93721			ASI#	
Description Service Date 08/07 to 8/08 - Inspector changed spec color from safety yellow to optic yellow for yellow goal post, Which they are the same color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS Labor Classification Hrs JM Rate Totals 2 Journey man	Project:				
Service Date 08/07 to 8/08 - Inspector changed spec color from safety yellow to optic yellow for yellow goal post, Which they are the same color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS	Exterior Painting at Bullard				
Color. New color had to be ordered out of state which caused demobilization and mobilization resulting in delays and idle resources. DIRECT COSTS	Description				
Labor ClassificationHrsJMRateTotals2 Journey man8283.65\$1,338.4					
2 Journey man 8 2 83.65 \$1,338.4	DIRECT COSTS		i		
	Labor Classification	Hrs	JM	Rate	Totals
Labor Subtotal \$1,338.4	2 Journey man		8 2	83.65	\$1,338.40
				Labor Subtotal	\$1,338.40

DIRECT COSTS		<u> </u>		
Labor Classification	Hrs	JM	Rate	Totals
2 Journey man		3 2	83.65	\$1,338.40
		ļ .	Labor Subtotal	\$1,338.40
Material Cost Description	Quan,	Units	x \$ per Unit	
Paint	10) gl	26.40	\$264.00
			Material Subtotal	\$264.00
Equipment Description	Quan.	Units	x \$ per Unit	
Boom Lifts		Day	385.71	\$2,700.00
Inactive Equipment Rental			3,406.27	\$3,406.27
			Equip Subtotal	\$6,106.26
Misc Costs	x	x	х	
Bond				\$269.00
O & P (10%) Per FUSD Allowed		i i		\$770.87
Consulting Fee				\$689.00
Bookkeeping Fee for C/O				\$200.00
		T^{-}	Misc Costs Subtotal	\$1,928.87
		Self Pe	erformed Total	\$9,637.53
			Self Performed Markup (15%)	\$1,445.63
		 	TOTAL CO	<u>\$11,083.16</u>

Pacific Rim Painting Inc
259 W Sierra Ave 101
Fresno, CA 93704
Phone: (424) 210-2772 - Enail: pacificrimpaintinginc@gmail.com
License# 1114395

CHANGE ORDER REQUEST QUOTATION BREAKDOWN	
Change Order #	11
4 RFI#	
CCDA	
nified School District	
are St. Fresno, CA 93721 ASIA	
Painting at Eaton	<u> </u>
on	<u> </u>
8/26 - Herman order to fill cracks on structure defects on CMU wall.	
eel columns repainted red after they were painted blue.	
DIRECT COSTS	
ssification Hrs JM Rate	Totals
y man 10 2 83.65	
Man 15 5 83.65	
Labor Subtotal	\$2,091.25
	<u> </u>
Cost Description Quan. Units x\$ per Unit	L
- gal	\$90.00
Material Subtotal	\$90.00
nt Description Quen. Units x\$ per Unit	ļ
nt Rental	\$280.00
Equip Subtotal	\$280.00
ts x x	
	\$84.00
0%) Per FUSD Allowed	\$246.13
ping Fee for C/O	\$200.00
Misc Costs Subtotal	\$530.13
Self Performed Total	\$2,991.38
Self Performed Markup (15%)	\$448.71
	6 2 440 00
	TOTAL CO



PURCHASING DEPARTMENT 4498 N. BRAWLEY AVE. FRESNO, CA 93722 (559) 457-3583

PURCHASE ORDER

Version Number: 3



THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE

B01VCUST#: 32628 VENDOR:

PACIFIC RIM PAINTING INC.

259 W. SIERRA AVE. #101

FRESNO

ĊÁ 93704

Vendor Contact Information:

SPIROS KEFALLINOS

9166003965

pacificrimpaintinginc@gmail.com

DIRECT ENQUIRIES TO:

Marisa Thibodeaux

Marisa. Thibodeaux@fresnounified.org

BID 24-69 SECTION B

SHIP TO:

METHOD:

MAINTENANCE DEPARTMENT

4600 N. BRAWLEY

FRESNO

93722 CA

EXTERIOR PAINTING EATON ES / KEVAN CARR

Order Date Delivery Date 09/04/24

09/30/24

BILL TO: Attention:

ACCOUNTS PAYABLE

Billing Instructions:

Remit Invoices to invoices@fresnounified.org

Subject Line:

PACIFIC RIM PAINTING INC.

оммо	DITY / SER	VICE INF	ORMATION		<u>-</u>		4th	3rd	2nd	1st
Line	Quantity	UOM	Unit Price	Service Amount	Line Sub Total	Tax Amount	Qua	ntity	Line 1	Γotal
1	0	00112	\$0.00	\$81,961.86	\$81,961.86	\$0.00		0	\$8	1,961.8
11CFC0	7 - CUPCCAA	- FORM	AL CONSTRUCTION PER C/O 1 DATE	ON O 8/28/24 (PRIOR PO AM	OUNT \$84,450.00)					i ! !
				OOR #. PLEASE USE PO		PAYMENTS.				
ROJECT Exterior F	TITLE / LOC Painting at Var	CATION: ious Sites	- Eaton Elementary	School		,	1	í - -	i ! !	
ALL WO SECTION		MS, CON	DITIONS, SPECIFI	CATIONS, AND ADDE	NDA RELATED TO BI	D: #24-69				
PROJEC	r manager	: Kevan C	arr							
	457-3046									
PROJEC ENFORC ELECTR	T IS SUBJEC	T TO PRE THE DIR. FIED PAY	VAILING WAGE I	THE FRESNO COUNT' REQUIREMENTS, AND ES CONRACTORS/SUB ON THE DIR WEBSITE	COMPLIANCE MONI CONTRACTORS TO U	PLOAD				
SUBCON	VTRACTOR I	MAY BE I	JISTED IN A PW B O CONTRACTOR	STARTING MARCH IS ID PROPOSAL UNLESS / SUBCONTRACTOR M REGISTERED WITH TH	S REGISTERED WITH IAY BE AWARDED A	THE DIK; PW CONTRACT,) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9

ACCOUNTING LINE INFORMATION									
Line	Fund	Dept	Unit	Object	Activity	Function	Line Total		
1	350	1140	0917	5641	MDD1	8500	\$ 81,961.86		

\$81,961.86 ORDER TOTAL:

F-PR-F0405 Authorized Signature Vendor Acceptance: Acceptance of the District's Terms and Conditions shall be made by the fulfillment of this Purchase Order. www.fresnounified.org

Date Printed; September 04, 2024

Page Number: 1 of

Page 265 of 287



PURCHASING DEPARTMENT 4498 N. BRAWLEY AVE. FRESNO, CA 93722 (559) 457-3583

PURCHASE ORDER

Version Number: 3

DEPT. 1140 PO# 00000806071A

THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE

·		
I certify that the items listed hereon were received and checked by me on the date indicated. All items conform to specifications and are in good condition.	Receiver Signature	Date

F-PR-F0405 Authorized Signature

Am forz

Vendor Acceptance: Acceptance of the District's Terms and Conditions shall be made by the fulfillment of this Purchase Order. www.fresnounified.org

Date Printed: September 04, 2024

Page Number: 2 of

Page 266 of 287



CHANGE ORDER

PROJECT NAME:

Exterior Painting at Various Sites Eaton Elementary School

001

DSA File No.: N/A

Application No.: N/A

~~	RITE	MCT	AD.

Pacific RIM Painting Co. 7726 N First St Box 409 Fresno, CA93720 DESIGNER'S PROJECT No.: N/A

FUSD BID/CONTRACT No.: 24-69B

CONTRACTOR P.O. No.: 806071

Change Order not valid until signed by D		

The original Contract Sum was	\$ 84,450.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	84,450.00
The Contract Sum will be adjusted by	(2,488.14)
The new Contract Sum, including this Change Order will be	81,961.86
The Contract Completion date prior to this Change Order was	12-June-2024
The Contract Time will be adjusted by	(0) Calendar Day
The new Contract Completion date, including this Change Order is therefore	16-Aug-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:
ARCHITECT/ENGINEER: N/A	CONTRACTOR: Pacific RIM Painting, Inc.	OWNER: Fresno Unified School District
Ву:	By: Spiros Kefallinos	By: Alex Belenger Assoc. Supt.
Date:	Date:8/21/24	Date: 2/28/2 /

Change Order Summary



CHANGE ORDER

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

Item 1-1 DESCRIPTION OF CHANGE:

Cost to replace vinyl window graphics at cafeteria.

REASON FOR CHANGE:

Existing graphics were damaged by contractor during painting project operations. Deductive reimbursement replacement cost.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Fast Signs - Sales Quote dated 8/21/2024

Amount of this Change Order Item:

Time adjustment by this Change Order Item:

Decrease: \$2,488.14

Increase: (0) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

Decrease: \$2,488.14

INCREASE: (0) CALENDAR DAY

*** End of CHANGE ORDER ***

Change Order Item Detail



2745 W. Shaw Ave Sulte 120 Fresno, CA 93711 (559) 222-9293

ESTIMATE FRES-105618

www.fastsigns.com/183

Payment Terms: Net 30

Created	Date:	ደ/21	/2024

DESCRIPTION: Eaton Elementary: 5 Window Graphics

Bill To: Fresno Unified School District

2309 Tulare Street Fresno, CA 93721

US

Installed: Fresno Unified School District

Eaton Elementary 2309 Tulare Street Fresno, CA 93710

US

Requested By: Herman Martinez

Installation

2

Email: hermanmartlnez1206@sbcglobal.net

Work Phone: (559) 326-9213

Salesperson: Paul Caro

Entered By: Paul Caro

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	70/30 Perforated Window Film	5	 \$247.00	\$1,235.02
	Fabricate & Install Perforated Window Vinyi			
	Installation Includes Removal of Existing Vinyl			
l	4			

*Film Applied to Exterior of Glass - Price Includes Removal of Existing Vinyl And Window Preparation

Installation of Either Film Option Above - Installed During Normal Operating Hours

Thank you for allowing FASTSIGNS to bid on your project.
Due to material shortages and pricing increases we will do our best to hold your quote valid when possible. If you have any questions, please don't hesitate to call us.

 Subtotal:
 \$2,385.02

 Taxes:
 \$103.12

 Grand Total:
 \$2,488.14

\$1,150.00

\$1,150.00

TERMS: 50% Deposit Required Prior To Starting Any Production. Remainder Is Due Upon Completion.

This FASTSIGNS is locally owned and operated, with two locations (Fresno & Clovis). Thank you for your businessl

Signature: Date:



Project Financial Summary

Maintenance & Operations

Project Name: Exterior Painting at Various Sites

Eaton Elementary School

DSA #: N/A

BID #: 24-69 - Section B

Date:

08/23/24

Contractor:

Change Order:

Pacific RIM Painting Co.

Architect:

N/A 001

Contract Summary:

Contract Summer y.		
Bid Award Amount(s)	Base Bid:	\$ 84,450.00
	Base Bid:	\$ -
·	Additive Alternate 1:	\$ -
er .	Additive Alternate 2:	\$ -
	Additive Alternate 3:	\$ -
	Additive Alternate 4:	\$ -
	Total Agreement Amount:	\$ 84,450.00

Total Contract Amount														84,450.00	
Contract Adjustments:		District Requested		erning agency req change post-bid	'd Unkno	own, unforeseen, hid	den	Designer E & O	1	District	/Designer	: <u> </u>	Total		
CO #001	¢	(2,488.14)	Ś	-	- ' -	`			\$		-	\$	(2,488.14)		
CO #002	•	-	\$	-	\$	-	\$	-	\$		-	\$	-		
CO #003	•	-	\$	-	\$	-	\$	-	\$		-	\$	-		
	\$	-	\$	-	\$	-	\$	-	\$		-	\$	-		
	\$	-	\$	-	\$	-	\$	-	\$		-	\$	•		
	\$	-	\$		\$		\$		<u> </u>			. 5	<u> </u>		_
Totals:	\$	(2,488.14)	-3% \$		0% \$	-	0% \$	-	0% \$		• .	0% \$	(2,488.14) \$	(2,488.14) 81,961.86	-2.



CHANGE ORDER

PROJECT NAME:

Exterior Painting at Various Sites Bullard High School

CHANGE ORDER No.:

001

DSA File No.: N/A

Application No.: N/A

CONTRACTOR:

Pacific RIM Painting Co. 7726 N First St Box 409 Fresno, CA93720 DESIGNER'S PROJECT No.: N/A

FUSD BID/CONTRACT No.: 24-69A

CONTRACTOR P.O. No.: 806070

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

The original Contract Sum was	\$ 319,450.00
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	
The Contract Sum will be adjusted by	
The new Contract Sum, including this Change Order will be	
The Contract Completion date prior to this Change Order was	16-Aug-2024
The Contract Time will be adjusted by	(9) Calendar Days
The new Contract Completion date, including this Change Order is therefore	25-Aug-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:
ARCHITECT/ENGINEER: N/A	CONTRACTOR: Pacific RIM Painting, Inc.	OWNER: Fresno Unified School District
Ву:	By: Spiros Kefallinos	By: Alex Belanger, Assoc. Supt.
Date:	Date:	Date:

Change Order Summary

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 DESCRIPTION OF CHANGE:

Eliminated prep and painting at east elevation smooth plaster panels of Administration (BA) and Library (Y) Buildings

REASON FOR CHANGE:

Area of work removed from scope according to General Requirements section 01 26 00, Contract Modification Procedures.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Fresno Unified PO #1055 2501744, dated July 30, 2024

Amount of this Change Order Item:

Decrease: \$24,330.00

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

Item 1-2 DESCRIPTION OF CHANGE:

Repaint wood fascia with revised color at single story classroom buildings

REASON FOR CHANGE:

District revised fascia color after building trim painting already completed.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Pacific Rim Painting, Inc. Change Order #9 dated 8/22/24, including FUSD markups via 9/5/24 change order review.

Amount of this Change Order Item:

Increase: \$7,606.72

Time adjustment by this Change Order Item:

Increase: (2) Calendar Days

Item 1-3 DESCRIPTION OF CHANGE:

Removal of stains from concrete at Pool area.

REASON FOR CHANGE:

Staining to concrete in two areas during power washing operations. Pacific Rim declined to perform stain removal. Deduction to reimburse district for costs incurred.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Estimate

Amount of this Change Order Item:

Decrease: \$1,350.00

Time adjustment by this Change Order Item:

Decrease: (0) Calendar Days

Item 1-4 DESCRIPTION OF CHANGE:

Extension of contract duration.

REASON FOR CHANGE:

Extension granted by district to account for schedule impacts related to summer events taking place at pool facility.

CHANGE CATEGORY:

Uknown, Unforeseen, Hidden

DOCUMENT REFERENCE:

N/A

Amount of this Change Order Item:

Increase: N/A

Time adjustment by this Change Order Item:

Increase: (7) Calendar Days

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

Decrease: \$18,073.28

Increase: (9) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail





PURCHASE ORDER

Version Number: 1



THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE

VENDOR: VCUST#: 78984

RO'S PRECISE PAINTING, INC.

& Powder Coating, Inc.

1816 INDUSTRIAL WAY

Sanger

ÇA

93657

Vendor Contact Information:

Romeo Garza

(559) 875-6861

accounting@rppaintinginc.com

DIRECT ENQUIRIES 10:

Sarah Linda Garcia

Sarah.Garcia@fresnounified.org

BOE 01/08/14 A-10 (CUPCCAA)

SHIP TO:

METHOD:

MAINTENANCE DEPARTMENT

4600 N. BRAWLEY

FRESNO

CA 93722

Maintenance/Kevan Carr/See Her/BULLARD EXTERIOR PAINT - MDS9

Order Date | Delivery Date

07/30/24 08/09/24

BILL TO:

Attention: ACCOUNTS PAYABLE

Billing Instructions:

Remit Invoices to invoices@fresnounified.org

Subject Line:

RO'S PRECISE PAINTING, INC.

COMMO	DMMODITY / SERVICE INFORMATION								2nd	1st	
Line									Line Total		
1	0	70.100.00						\$24,3	30.00	,	
			MAL QUOTES	<u>.</u>				•	į		
PROJECT	ROJECT TITLE: BULLARD EXTERIOR PAINT										
LOCATIO	OCATION NAME & ADDRESS: BULLARD HIGH, 5445 N. Palm Ave., Fresno, CA 93704										
PLASTER	SCOPE OF WORK: PROVIDE LABOR AND MATERIALS TO SCRAPE & PRESSURE AS NEEDD, SMOOTH PLASTER, SM CAP, PRAPETS AND ELASTOMERIC PAINT IN FROM OF SCHOL ELEVATIONS ON LIBRARY AND MAIN OFFICE BUILDINGS										
ANTICIP ANTICIP	ATED STAR	T DATE: LETION	8/1/24 DATE: 8/9/24				 		, , , , ,		
PROJECT	PROJECT MANAGER: KEVAN CARR PHONE :457-3046										
ALL WO	ALL WORK PER TERMS, CONDITIONS, SPECIFICATIONS, AND ADDENDA RELATED TO THIS PURCHASE ORDER AND BID/QUOTE NUMBER: QUOTE DATED 7/25/24 by Cisco Mata										
	THIS PROJECT IS SUBJECT TO PREVAILING WAGE REQUIREMENTS, AND COMPLIANCE MONITORING/ ENFORCEMENT BY THE DIR.										
PURSUANT TO LABOR CODE SECTION 1725.5: NO BID CAN BE ACCEPTED NOR ANY CONTRACT OR SUBCONTRACT ENTERED INTO NOR PURCHASE ORDER ISSUED WITHOUT PROOF THAT THE CONTRACTOR OR SUBCONTRACTOR IS REGISTERED WITH THE DIR.											
CONTRATO REGISTOR THE RECORD UPON ROSE CONSMALL PROJECT	ISTER AS A LOSE PROJECTOS ON A COLOURST. ALL TRACT AWARD PROJECT EXTENT OF THAT DO	O WORK PUBLIC V TS. CON NTINUOU DITIONA ARD THR (EMPTIO) O NOT EX	EXCLUSIVELY OF WORKS CONTRACTORS ARE SENDERS AND PROPERTY, AWARDING OUGH DIR'S PWC-N. THE SMALL PR	N SMALL PUBLIC WOI TOR OR FILE ELECTR TILL REQUIRED TO M DVIDE THEM TO THE L AGENCIES ARE NOT 100 SYSTEM ON PROJ OJECT EXEMPTION AI 0 \$15,000 FOR MAINTE	ONIC CERTIFIED PAY AINTAIN CERTIFIED ABOR COMMISSIONI REQUIRED TO SUBMI ECTS THAT FALL WIT PPLIES FOR ALL PUBI	ROLL REPORTS PAYROLL ER'S OFFICE IT THE NOTICE THIN THE					





PURCHASE ORDER

Version Number: 1

THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE

VENDOR TO PE AND EMAIL TO			# ON INVOICE	E / RECEIPT ALON	IG WITH PRICES,	DISCOUNTS		
RQS 1055-09172	500038							
ACCOUNTING	LINE INFORM	ATION			-			-
Line	Fund	Dept	Unit	Object	Activity	Function	Line	Total
1	350	1055	0917	5641	MDS9	8500		\$ 24,330.00

		ORDER TOTAL:	\$ 24,330.00
	lw	Data	
I certify that the items listed hereon were received and checked by me on the date indicated. All items conform to specifications and are in good condition.	Receiver Signature	Date	



Painting & Powder Coating, Inc.

1816 Industrial Way Sanger, CA 93657 Ph: (559) 875-6861 ~ Fax: (559) 875-4749 License #: 757058 ~ DIR #: 1000000284 "WE ARE SBE CERTIFIED"

Scope of Work and Bid Form

Project Information:

Name:	Bullard High School Bidgs Y/Career & BA
Address:	5445 N Palm Ave., Fresno, CA 93704
Plans Dated:	N/A
Addendums:	N/A
Bulletins:	NA
Memos:	N/A

Bid Date:	7/25/2024
Bidding To:	FUSD
Project Type:	Prevailing Wage
Bond Rate:	1.08%
Advertised Date:	NA
Spec. Sections:	099100 Painting, Per Job Walk & Plans

Scope of Werk

Interior:	Exterior:
1. N/A	1. Scrape & Pressure Wash as need 2. Smooth Plaster 3. SM Cap 4. Parapets 5. Etastomeric Paint

Excluded:

<u>All items not specifically listed in the above Sco</u>	pe of Work to be performed at an additional cost including but not limited to

- 1. Wood Cabinsts, Paneling, Trim, ect.
- 2, Floor Sealer, Staining, Striping, Painting or Coating
- 3. Paint Piping, Fire Sprinkler Lines, Conduit (Except on wall or ceilings in public accessible area which are to receive paint under this contract)
- 4. Paint Mechanical or Electrical (Except on wall or ceiling in public accessible areas which are to receive paint under this contract)
- 5. Graphics, Numbering, Signage or Sign Painting
- 6. Bonding Costs
- 7. Site and Concrete Caulking, Tilt up Caulking, Window Caulking
- 8. Anti-Graffit Coating, Intumescent Coating, Electomeric Coating, Waterproofing Caulking
- Removal of mastic patching and unforeseen conditions to concrete floors.
- 10. Wrought Iron Fencing, Stucco

Company Proposal

We. Ro's Precise Painting and Powder Coating, Inc., propose to furnish the above scope of work, all labor, materials, tools, equipment, supervision, Workers' Compensation Property Damage and Liability Insurance necessary to complete the above referenced project in compliance with P.D.C.A. standards and guidelines for the amount of:

Proposal:	\$24,330.00		
		<u> </u>	
	Cisco Mata	7/25/2024	
Submitted by (C	ompany Representative)	Date Submitted	

Accentance

TERMS: "This proposal must be accepted within 90 days of the date hereof to become a valid contract. In your listing of us as a subcontractor, you agree that if the project is awarded to us, this Scope of Work and Bid Form will become part of our contract. If this Scope of Work and Bid Form is not incorporated into the contract, the above signature shall become VOID.

Pacific Rim Painting Inc 259 W Sierra Ave 101 Fresno, CA 93704

Phone: (424) 210-2772 - Email: pacificrimpaintinginc@gmail.com License# 1114395

CHANGE ORDER REQUEST QUOTA		Change Ore	do- #	9	
Date:	_			9	
3/22/2024			RFI#		
Owner:			CCD#		
Fresno Unified School District			1		
2309 Tulare St. Fresno, CA 93721			ASI#		
Project:					
Exterior Painting at Bullard					
Description					
DIRECT COSTS	<u> </u>			illen	
DIRECT COSTS	+	Straight Time = \$57.69 per DIR Wage Do	etermine		
Labor Classification Hrs	: X	Rate(Incl burden)	50.00	Totals	e4 220 44
Nuberi Ayara	16		50.00	\$2,400.00	
700C7G7qad	16		50.00	\$2,400.00	
	16		50.00	\$2,400.00	
Spiros Kefallinos Supervision not allowed per contract General Requirements 01 26 00 01 paragraph 1.	8	. 	50.00	\$1,200.00	
		Labor Subtotal	1	\$8,400.00	\$4,015.2
		<u> </u>			
		ļ <u> </u>			
Material Cost Description Quan.	Units				
Paint	50 gl		26.40	\$1,320.00	
Gas		<u> </u>		\$120.00	
		Material Subtotal		\$1,440.00	\$1,440.00
Equipment Description Quan.	Units	x \$ per Unit		·	
Equipment Rental				\$980.00	
		Equip Subtotal		\$980.00	\$980.00
Misc Costs Quan.	Units	x \$ per Unit		- 1 . 1	
Bond				\$480.00	
Mobilization				\$550:00	ł
		Misc Costs Subtotal		- \$1,030.00	\$480.00
	Self Perf	ormed Total		\$11,850.00	
ı					1
				O&P(10%)	\$691.52

PACIFIC RIM PAINTING

Now J

WEEKLY TIME SHEET

Employee Name: docume losas								
Employee Addres	s:	<u> </u>						
Employee Phone:		<u> </u>						
Day	Date	Project	Start Time	End Time	Total			
MONDAY	2/2	BULLAM			8			
TUESDAY	813	1/(8			
WEDNESDAY	8(4	1			48			
THURSDAY								
FRIDAY								
SATURDAY								
SUNDAY								
		Weekly Totals			24			
					_ ,			
Employee signate	ле:		1	Date:				
Supervisor signature: Date:								
Supervisor signature.								
Plue dienn 150.00.60)								
Plue dienn 150.00.60 Trunkly MOALS								

PACIFIC RIM PAINTING

WEEKLY TIME SHEET

Employee Name: KUBÉN ANALA								
Employee Address	» <u> </u>							
Employee Phone:								
Day	Da	ate	Project	Start Time	End Time	Total		
MONDAY	ි 0ලි.	112	BH	6:W	2:30	<u> </u>		
TUESDAY	(38)	13	BH	6'W	2:30	8		
WEDNESDAY	08	14	BH	6 W	2:30	8		
THURSDAY	● Ø	(OB)	MLK	S	2:30	8		
FRIDAY	08)	109	MLK	6:00	2:30	9		
SATURDAY								
SUNDAY								
			Weekly Totals		<u> </u>	40		
Employee signature: Date: OB/14/24								
Supervisor signatu	ire:		typ		Date:	14/24		
PMe diem 250.00 66 NGALSTRAVEL 125.00								
37500								

PACIFIC RIM PAINTING

WEEKLY TIME SHEET

Employee Name: JOSE M. HYALA									
Employee Address	Employee Address:								
Employee Phone:	Employee Phone:								
Day	Date	Project	Start Time	End Time	Total				
MONDAY	8/12	BH	6:00	2.30	9				
TUESDAY	01/13	8 f	652	7:30	Ř				
WEDNESDAY	8/14	B fl	£. 0)	2:30	3				
THURSDAY	8/8	民王区	90:00	2:30	43				
FRIDAY	8/9	BHK	6:00	2:30	83				
SATURDAY									
SUNDAY	011	84	6:00	12/6	2				
		Weekly Totals			US				
B-14-74									
Employee signature: Date: Date: 08/14/24									
Supervisor signature: Date: Date:									
Phiedem 2 (66)									

ESTIMATE

Perfectus Pressure Wash 1842 San Gabriel Ave Clovis, CA 93611 chris@perfectuspw.com +1 (559) 392-5685 http://www.perfectus-pw.com



Bill to

Kevan Carr Fresno Unified School District 2309 Tulare St Fresno, CA 93721

Estimate details

Estimate no.: 241002_FUSD_BULLARDSC

Estimate date: 10/02/2024 Expiration date: 12/02/2024

#	Product or service	Description	Qty	' Rate	Amount
1.	Surface Clean	Full surface clean of specified concrete areas on pool deck at Bullard High School for removal of rust stains: • Mask straight lines with tape and plastic to ensure chemicals only come in contact with the treatment area. • Rinse treatment area of all standing debris with water only. • Apply rust-removal chemical to treatment area, scrub with brush, and allow a 5-minute dwell time. • Pressure wash treatment area with a 19", dual-orifice surface cleaner. • Rinse treatment area and all surrounding surfaces that may have been affected by treatment. • Remove all masking materials. ** Bid price reflects 2024 Davis-Bacon wages for California.	1	\$1,350.00	\$1,350.00
		Total			\$1,350.00
	Note to customer		Exp date	-	12/02/2024

CA Lic. #1112898 Bonded & Insured.



CHANGE ORDER

PROJECT NAME:

Exterior Painting at Various Sites Bullard High School

CHAN	IGE (OPD	FR I	Mo	٠
UHAN		UNU		WU.	

002

DSA File No.: N/A

Application #: N/A

CONTRACTOR:

Pacific RIM Painting Co. 7726 N First St Box 409 Fresno, CA93720 DESIGNER'S PROJECT No.: N/A

FUSD BID/CONTRACT No.: 24-69A

CONTRACTOR P.O. No.: 806070

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

The original Contract Sum was	\$ 319,450.00
Net change by previously authorized Change Orders	\$ (18,073.28)
The Contract Sum prior to this Change Order was	301,376.72
The Contract Sum will be adjusted by	(57,000.00)
The new Contract Sum, including this Change Order will be	244,376.72
The Contract Completion date prior to this Change Order was	25-Aug-2024
The Contract Time will be adjusted by	57) Calendar Days
The new Contract Completion date, including this Change Order is therefore	22-Oct-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:		
ARCHITECT/ENGINEER: N/A	CONTRACTOR: Pacific RIM Painting, Inc.	OWNER: Fresno Unified School District		
Ву:	By: Spiros Kefallinos	By: Alex Belanger, Assoc. Supt.		
Date:	Date:	Date:		

Change Order Summary

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 DESCRIPTION OF CHANGE:

Assessment of Liquidated Damages in accordance with Government Code Section 53069.85 and as agreed to under item #6 of the contract agreement between Fresno Unified School District and Pacific Rim Painting, Co.

REASON FOR CHANGE:

The Contract Time commenced on June 12, 2024, with a completion deadline of August 16, 2024(Sixty-five (65) calendar days). The district approved an extension of nine (9) calendar days per Change Order #1. The completion of the entire project in conformity with all the terms, conditions and requirements did not occur until October 22, 2024. The total delay of completion is fifty-seven (57) calendar days and the Contractor forfeits one thousand dollars (\$1,000) for each calendar day beyond the time specified.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Contract Agreement dated May 24, 2024 between the Fresno Unified School District and Pacific Rim Painting, Co.

Amount of this Change Order Item:

Decrease: \$57,000.00

Time adjustment by this Change Order Item:

Increase: (57) Calendar Days

 ${\bf TOTAL\ CONTRACT\ SUM\ ADJUSTMENT\ BY\ THIS\ CHANGE\ ORDER:}$

Decrease: \$57,000.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

Increase: (57) CALENDAR DAYS

*** End of CHANGE ORDER ***

Change Order Item Detail

AGREEMENT

THIS AGREEMENT dated as of			May 24, 2024		("Effective Date"), is made and entered in				to by			
							("DISTRICT"),					
("C(ONTRAC'	TOR	").									

For the consideration stated below, DISTRICT and CONTRACTOR agree as follows:

- 1. The complete Contract includes and incorporates by reference herein all of the "Contract Documents" including: the Contract, Notice to Bidders, Information to Bidders, Bid Bond, Bid Form, Designation of Subcontractors, Certificate Regarding Workers' Compensation, Noncollusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Student Safety Declaration, Iran Contracting Act Certification Form, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, DVBE Policy and related Forms (if applicable), Asbestos Certification, Insurance Policies, General Conditions, Supplementary General Conditions if any, General Requirements, Drawings, Plans, Specifications, the Contract, and all modifications, addenda, bulletins, and amendments issued hereto for and hereafter, Notice to Proceed, and any and all certifications, declarations, Guarantees and affidavits that are required by bid specifications as referenced in Section 00 72 00.01(k) of the General Conditions. The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all.
- 2. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services required for the EXTERIOR PAINTING AT VARIOUS SITES-BULLARD HIGH SCHOOL
 AND EATON ELEMENTARY SCHOOL

All of said work to be performed and materials furnished shall be completed in a good, workmanlike manner in strict accordance with the plans, specification, drawings and all provisions of the complete Contract as herein defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from complying with the requirements of the Contract Documents, and unless the CONTRACTOR protests, at the time of such alleged prevention, that the act or omission is preventing the CONTRACTOR from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Contract Documents. All work to be performed and materials furnished shall be in strict accordance with the Contract Documents.

- 3. As full consideration for the faithful performance of the contract, DISTRICT shall pay to CONTRACTOR, subject to any additions or deductions as provided in the Contract Documents, the sum of <u>Four Hundred Three Thousand Nine Hundred dollars</u> (\$403,900.00) which is the total of the following amounts stated in the bid form for Base Bid.
- 4. The Contract Time shall commence on the date stated in the DISTRICT's Notice to Proceed and shall be completed within 65 Calendar days from Notice to Proceed date. All work to be done concurrently and subject to all phasing and milestone dates. CONTRACTOR shall not commence Work on the Project site before the effective date of the accepted insurance and

bonds. The established date of commencement of the Contract Time will not be changed/delayed due to any delay in the issuance or effective date of such insurance and/or bonds.

- 5. Payment of undisputed contract amounts is contingent upon CONTRACTOR furnishing DISTRICT with a release of all claims against the DISTRICT arising out of the contract payment. Any disputed contract claim must be specifically excluded from the operation of the release.
- 6. Time is of the essence. In accordance with Government Code Section 53069.85, CONTRACTOR agrees to forfeit and pay to DISTRICT the sum of One Thousand dollars (\$1,000) for each calendar day per Section completion is delayed beyond the time specified in paragraph 4 of this Agreement, which said amount shall be deducted from any payments due or to become due to CONTRACTOR. Notwithstanding any provision of the Contract Documents to the contrary, liquidated damages shall be imposed until final completion of the entire project in conformity with all the terms, conditions and requirements of the Contract Documents. Any use or occupancy of any portion of the project by DISTRICT prior to final completion thereof shall not obviate or extinguish said imposition of liquidated damages. Time extensions may be granted by the DISTRICT as provided in the General Conditions.

In addition to any liquidated damages which may be assessed, if the CONTRACTOR fails to complete the project within the time period provided in the contract documents and if as a result DISTRICT finds it necessary to acquire alternate facilities pending completion of the project, CONTRACTOR shall pay all costs and expenses related to the acquisition and use of the alternate facilities incurred by DISTRICT. The costs and expenses may include, but are not limited to such items as rental payments, inspection fees and additional architectural fees. These costs and expenses may be retained by DISTRICT from any payments otherwise due to CONTRACTOR.

"Liquidated Damages," is expressly understood and agreed to by the parties hereto:

Contractor's Initials

DISTRICT's Initials

- 7. During the life of this contract, CONTRACTOR shall take out and maintain insurance as required by the Contract Documents.
- 8. To perform the work required by this agreement, CONTRACTOR must possess the type of contractor's license required by the Contract Documents.
- 9. Contractor acknowledges that he is an independent CONTRACTOR and not an employee, agent, or representative of DISTRICT. CONTRACTOR acknowledges that he shall be solely responsible for and shall indemnify and hold DISTRICT harmless from all matters relating to payment of CONTRACTOR'S employees, subcontractors and others, including compliance with Social Security, withholding and all other laws and regulations governing such matters.

The complete Contract, as set forth in paragraph 1. Herein above, constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the Project to be performed, exists between the parties. This Agreement/Contract can be modified only by an amendment in writing, signed by both parties.

The parties have executed this agreement by the signatures of their authorized representatives on the dates indicated.

GOVERNING BOARD,

FRESNO UNIFIED SCHOOL DISTRICT

Type Name

CONTRACTOR PACIFIC RIM PAINTING INC

Ву	Patrick Jersen (Jun 5, 2024 13:21 PDT)	Ву 🚟
	Potrick Janean Chief Financial Officer	Spiros Kefallinos

PREVIOUSLY APPROVED AS TO FORM BY GENERAL COUNSEL, FRESNO UNIFIED SCHOOL DISTRICT

(Corporate Seal)

Type Name

Approved As to Form:

Stacey Sandoval, Executive Director Risk Management

May 29, 2024

Date

PROOF OF SERVICE

X

I declare that I am employed in the County of Santa Clara, State of California. I am over the age of eighteen and not a party to the within cause; my business address is 983 University Avenue, Suite 104C, Los Gatos, California, 95032. Upon this day, I served the within NOTICE OF CLAIM [Government Code §900 et seq.] on the following interested parties in said cause:

Clerk of the Board Office of the Board of Education 2309 Tulare St. Fresno, CA 93721

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

OVERNIGHT MAIL/COURIER -- CCP § 1013(c), 2015.5:

By placing a true copy thereof enclosed in a sealed envelope(s), addressed as above, and placing each for collection by overnight mail service or overnight courier service. I am readily familiar with my firm's business practice of collection and processing of correspondence for overnight mail or overnight courier service. Correspondence placed for collection for overnight delivery would, in the ordinary course of business, be delivered to an authorized courier or driver authorized by the overnight mail carrier to receive documents, with delivery fees paid or provided for, that same day, for delivery on the following business day.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: March 13, 2025

Elena K. Schneider