AGENDA
MAY 28, 2025
*4:30 P.M. (CLOSED SESSION) *6:15 P.M. (OPEN SESSION)
BOARD OF EDUCATION, REGULAR MEETING

THIS MEETING WILL BE HELD AT
2309 TULARE STREET, FRESNO, CALIFORNIA 93721
FRESNO UNIFIED SCHOOL DISTRICT
SECOND FLOOR - BOARD ROOM

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

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

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

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents being discussed at the Board meeting, or to otherwise participate at Board meetings, please contact the Board President or Board Office at 457-3727. Notification at least 48 hours prior to the meeting will enable the district to make reasonable arrangements to ensure accessibility to the Board meeting and to provide any required accommodations, auxiliary aids or services.

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

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

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

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



Agenda Approved by:
Mao Misty Her, Superintendent

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

PLEDGE OF ALLEGIANCE

Nikki Henrywill lead the flag salute.

OPPORTUNITY FOR PUBLIC COMMENT ON CLOSED SESSION AGENDA

RECEIVE INFORMATION & REPORTS (See Section A)

RECESS FOR CLOSED SESSION TO DISCUSS THE FOLLOWING:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator (Government Code Section 54957.6); Fresno Unified School District Negotiator(s): David Chavez and Paul Idsvoog; Employee Organizations(s): FTA, CSEA, Chapter 125, CSEA, Chapter 143, SEIU, Local 521, FASTA/SEIU, Local 521/CTW, CLC, Fresno Unified Building & Construction Trades/FTA; International Association of Machinists and Aerospace Workers (IAMAW), Unrepresented Employees: All Management, Confidential, and Supervisory Employees.
3. Public Employee Discipline, Dismissal, Release, Reassignment, Resignation (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
    a. Risk Management Litigation Report
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
    a. Potential Case (one)

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

Page

A. RECEIVE INFORMATION & REPORTS

1. RECEIVE the Fresno Unified School District Third Quarterly Investment Report for Fiscal Year 2024/25 — 20

Receive Fresno Unified School District Third Quarterly Investment Report for Fiscal Year 2024-25.docx

Included in the Board material is the third quarterly investment report for the period ending March 31, 2025. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments. As of March 31, 2025, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick

Jensen, telephone (559) 457-6226.

B. CONFERENCE/DISCUSSION AGENDA

1. *6:20 P.M. 21 - 122

DISCUSS and APPROVE Initial Proposal from the Service Employees International Union Local 521 to Fresno Unified School District for 2025-2028 Successor Agreement

Discuss and Approve Initial Proposal from the Service Employees International Union Local 521 to Fresno Unified School District for 2025-2028.docx

Discuss and Approve Initial Proposal from the Service Employees International Union Local 521 to Fresno Unified School District for 2025-2028- BACKUP.pdf

Included in the Board material is the initial proposal from the Service Employees International Union Local 521 to Fresno Unified School District for 2025-2028 Successor Agreement. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer and thereafter shall be public record. The Superintendent **recommends approval**. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: David Chavez (559) 457-3713.

2. *6:25 P.M. 123 - 126

DISCUSS and APPROVE the Arts, Music, & Instructional Materials Discretionary Block Grant

Discuss and Approve the Arts, Music, & Instructional Materials Discretionary Block Grant.docx

Discuss and Approve the Arts, Music, & Instructional Materials Discretionary Block Grant-BACKUP.pdf

Included in the Board material for discussion and approval is Fresno Unified School District's plan for Arts, Music, & Instructional Materials Discretionary Block Grant. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $37.7 million are available in the Arts, Music, & Instructional Materials Discretionary Block Grant budget. Contact person: Patrick Jensen, telephone (559) 457-6226.

3. *6:40 P.M. 127 - 136

PRESENT and DISCUSS the May Revise

Present and Discuss the May Revise.docx

Present and Discuss the State's May Revised Budget Proposal BACKUP.pdf

Included in the Board material is a presentation on the State's May Revised Budget Proposal. 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 the Consent Agenda

1. APPROVE Personnel List — 137 - 140

Approve Personnel List.docx

Approve Personnel List - BACKUP.pdf

Included in the Board material is the personnel List, Appendix A, as submitted. The Superintendent **recommends approval**. Fiscal Impact: There is no fiscal impact to the district at this time. Contact person: 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 May 14, 2025. The 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 — 141 - 149

Approve Meeting Minutes.docx

Approve Meeting Minutes-BACKUP.pdf

Included in the Board material are the draft minutes for the regular meeting of the Fresno Unified School District Board of Education held, May 14, 2025. The Superintendent **recommends approval**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Superintendent, Mao Misty Her, telephone (559) 457-3884.

4. ADOPT Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District 150 - 193

Adopt Resolutions Delineating Authorized District Agents to Sign.docx

Adopt Resolutions Delineating Authorized District Agents to Sign-BACKUP.pdf

Included in the Board material are Resolutions 25-73 through 25-92 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District. These resolutions will be effective for the period beginning May 28, 2025, until revoked or superseded. The Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone (559) 457-6226.

5. ADOPT Job Description of Chief Counsel 194 - 198

Adopt Job Description of Chief Counsel.docx

Adopt Job Description of Chief Counsel-BACKUP.pdf

Included in the Board material is the job description of Chief Counsel. This position is responsible for improving student achievement through the effective management of assigned functions and activities; under the direction of the Superintendent of Schools, plan, organize, direct and provide professional legal services and counsel to the District in a wide variety of legal matters such as labor and employment, student rights, real estate, litigation, liability, and school bonds; serve as the primary legal advisor and represent the District before a variety of administrative and legislative bodies; supervise and evaluate assigned staff. The Classified Management Salary Schedule 261 Duty Days with Chief Counsel placement on E-33. The Superintendent **recommends adoption**. Fiscal Impact: Sufficient funds are available in the District's General Fund budget. Contact Person: David Chavez (559) 457-3713.

6. ADOPT Job Description of Deputy Chief Counsel 199 - 205

Adopt Job Description of Deputy Chief Counsel.docx

Adopt Job Description of Deputy Chief Counsel-BACKUP.pdf

Included in the Board material is the job description of Deputy Chief Counsel. This position is responsible for improving student achievement through the effective management of assigned functions and activities; under the direction of the Chief Counsel, assist the Chief Counsel, with significant responsibility for the departmental management; serve as primary of contract for senior

District staff requiring assistance from legal counsel; assume the duties of the Chief Counsel in case of absence; prepare and conduct major litigation and administrative law hearings; assist in providing professional legal services and counsel to the District in a wide variety of legal matters such as labor and employment, student rights, litigation, liability, and school bonds; supervise support staff performing such duties. The Classified Management Salary Schedule 261 Duty Days with Deputy Chief Counsel placement on E-31. The Superintendent **recommends adoption**. Fiscal Impact: Sufficient Funds are available in the District's General Fund budget. Contact person: David Chavez, telephone (559) 457-3713.

7. ADOPT Job Description of Director, Americans with Disabilities — 206 - 211

Adopt Job Description Director, Americans with Disabilities.docx

Adopt Job Description Director, Americans with Disabilities-BACKUP.pdf

Included in the Board material is the job description of Director, Americans with Disabilities (ADA). This position is responsible for improving student achievement through the effective management of assigned functions and activities; plan, organize, control and direct the District's Americans with Disabilities (ADA) interactive program to provide timely delivery of high-quality services to staff, sites and departments; review and analyze the District's ADA program and Section 504 of the Rehabilitation Act of 1973 for compliance; supervise, provide clear work direction and evaluate the performance of assigned personnel. The Classified Management Salary Schedule 261 Duty Days with Director, Americans with Disabilities (ADA) placement on E-27. The Superintendent **recommends adoption**. Fiscal Impact: Sufficient Funds are available in the District's General Fund Budget. Contact person: David Chavez, telephone (559) 457-3713.

8. ADOPT Provisional Internship Permits — 212

ADOPT Provisional Internship Permits.docx

Included in the Board material is a Provisional Internship Permit (PIP) recommendation to rehire or hire upon Board adoption. The Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

9. ADOPT Variable Term Waiver for Career Technical Education Credential Holder — 213

ADOPT Variable Term Waiver for Career Technical Education

Credential Holder.docx

Included in the Board material is a request to adopt the Variable Term Waiver for a Career Technical Education Credential Holder. The Superintendent **recommends adoption**. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone (559) 457-3713.

10. APPROVE Revised 2024/25 Certificated Negotiable Monthly Salary Schedule — 214 - 215

APPROVE Revised 2024/25 Certificated Negotiable Monthly Salary Schedule.docx

APPROVE Revised 2024/25 Certificated Negotiable Monthly Salary Schedule - BACKUP.pdf

Included in the Board material is the revised 2024/25 Certificated Management Negotiable Monthly Salary Schedule. The Board President **recommends approval**. Fiscal impact: Sufficient funds are available in the district budget at this time. Contact person: David Chavez, telephone (559) 457-3713.

11. APPROVE Agreement with Price Paige & Company — 216 - 226

Approve Agreement with Price Paige & Company.docx

Approve Agreement with Price Paige & Company-BACKUP.pdf

Included in the Board material is an agreement with Price Paige & Company for Internal Audit and Fraud Investigation Services for the period of July 01, 2025, to June 30, 2028. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $120,000 annually have been budgeted and are available in the district's Unrestricted General Fund. Contact person: Patrick Jensen, telephone (559) 457-6226.

12. APPROVE Agreement with Pythian Services, Inc. — 227 - 237

Approve Agreement with Pythian Services Inc.docx

Approve Agreement with Pythian Services, Inc. Backup.pdf

Included in the Board material is a Statement of Work from Pythian Services, Inc. in support of the district’s development of a robust and unified data strategy. The Superintendent **recommends approval**. Fiscal Impact: Sufficient funds in the amount of $27,500 are available in the Information Technology Department budget. Contact person: Tami Lundberg, telephone (559) 457-3560.

13. APPROVE Award of Bid 25-31, Mayfair Elementary School Playground Replacements — 238 - 239

Approve Award of Bid 25-31, Mayfair Elementary School Playground Replacements.docx

Approve Award of Bid 25-31, Mayfair Elementary School Playground Replacements-BACKUP.pdf

Included in the Board material is information on Bid 25-31, Mayfair Elementary School Playground Replacements. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework for three playgrounds. Staff recommend the award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) $975,900. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $975,900 are available in the Measure M Funds. Contact person: Paul Idsvoog, telephone (559) 457-3134.

14. APPROVE Award of Bid 25-32, Rowell Elementary School Playground Replacements 240 - 241

Approve Award of Bid 25-32, Rowell Elementary School Playground Replacements.docx

Approve Award of Bid 25-32, Rowell Elementary School Playground Replacements-BACKUP.pdf

Included in the Board material is information on Bid 25-32, Rowell Elementary School Playground Replacements. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework for three playgrounds. Staff recommend the award to the lowest responsive, responsible bidder: Caliber Contracting Services, Inc. (Fresno, California) $661,808. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $661,808 are available in the Measure M Funds. Contact person: Paul Idsvoog, telephone (559) 457-3134.

15. APPROVE Award of Bid 25-33, Kratt Elementary School Playground Replacement 242 - 243

Approve Award of Bid 25-33, Kratt Elementary School Playground Replacement.docx

Approve Award of Bid 25-33, Kratt Elementary School Playground Replacement-BACKUP.pdf

Included in the Board material is information on Bid 25-33, Kratt Elementary School Playground Replacement. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework. Staff recommend the award to the lowest responsive, responsible bidder: JL McDaniels

Companies, dba McDaniels Construction (Bakersfield, California) $274,403. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $274,403 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

16. APPROVE Award of Bid 25-36, Exterior Painting at Various Sites 244 - 250

Approve Award of Bid 25-36, Exterior Painting at Various Sites.docx

Approve Award of Bid 25-36, Exterior Painting at Various Sites-BACKUP.pdf

Included in the Board material is information on Bid 25-36, Exterior Painting at Various Sites. This project includes six bid sections to provide exterior painting at Edison Bethune Charter Academy, Vang Pao Elementary School, Gaston Middle School, Tehipite Middle School, Hoover High School, and Sunnyside High School this summer. The schools identified to be painted are the most in need based on when they were last painted and assessment of paint conditions. Staff recommend award to the lowest, responsive, responsible bidder:

- Section A (Edison Bethune Charter Academy) GMAT Painting (Stockton, California) $75,500,
- Section B (Vang Pao Elementary School) H.B. Restoration, Inc. (Rio Linda, California) $82,050
- Section C (Gaston Middle School) Anchor Singh Painting, Inc. (Sacramento, California) $262,333.33,
- Section D (Tehipite Middle School) GMAT Painting (Stockton, California) $180,500,
- Section E (Hoover High School) George E. Masker, Inc. (Oakland, California) $345,000
- Section F (Sunnyside High School) H.B. Restoration, Inc. (Rio Linda, California) $386,050.

The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $1,331,433.33 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

17. APPROVE Award of Bid 25-44, Farber Educational Center South Building A, Parking Lot Improvements 251 - 252

Approve Award of Bid 25-44, Farber Educational Center South Building A Parking Lot Improvements.docx

Approve Award of Bid 25-44, Farber Educational Center South Building A Parking Lot Improvements-BACKUP.pdf

Included in the Board material is information on Bid 25-44, Farber Educational Center South Building A, Parking Lot Improvements. This project consists of providing a permanent parking lot on the existing west side of the Farber South Campus. Staff recommend award to the lowest responsive, responsible bidder: Juarez Brothers General Engineering, Inc. (Madera, California) $567,000. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $567,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

18. APPROVE Award of Bid 25-46, Sunnyside High School Career Technical Education Building Improvements — 253 - 254

Approve Award of Bid 25-46 Sunnyside High School CTE Building Improvments.docx

Approve Award of Bid 25-46, Sunnyside High School CTE Building Improvements-BACKUP.pdf

Included in the Board material is information on Bid 25-46, Sunnyside High School Career Technical Education (CTE) Building Improvements. This project consists of the alteration and modernization of the existing weight room, student store, and Associated Student Body (ASB) Office at Sunnyside High School. Staff recommend award to the lowest responsive, responsible bidder: Better Enterprises, Inc. (Fresno, California) $388,900. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $388,900 are available in the Measure M Funds. Contact person: Paul Idsvoog, telephone (559) 457-3134.

19. APPROVE Award of Bid 25-47, Yosemite Middle School Administration Building Modernization — 255 - 256

Approve Award of Bid 25-47, Yosemite Middle School Administration Building Modernization.docx

Approve Award of Bid 25-47, Yosemite Middle School Administration Building Modernization-BACKUP.pdf

Included in the Board material is information on Bid 25-47, Yosemite Middle School Administration Building Modernization. This project includes a new Americans with Disabilities Act (ADA) compliant reception counter and a new ADA all gender student restroom to better serve the needs of the staff and students at Yosemite Middle School. Staff recommend award to the lowest responsive, responsible bidder: Heritage General (Fresno, California) $395,275. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $395,275 are available in the Measure M Fund.

Contact person: Paul Idsvoog, telephone (559) 457-3134.

20. APPROVE Award of Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites — 257 - 258

Approve Award of Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites.docx

Approve Award of Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites-BACKUP.pdf

Included in the Board material is information on Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites. This project will improve the heating, ventilation, and air conditioning (HVAC) performance by replacing unit ventilators, energy management systems, and heat pumps at Easterby, Jackson, Leavenworth, Norseman, Robinson, Storey, Thomas, and Wilson Elementary Schools. Staff recommend award to the lowest responsive, responsible bidder: New England Sheet Metal and Mechanical Co. (Fresno, California) $8,743,000. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $8,743,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

21. APPROVE Award of Bid 25-49, Ericson Elementary School Energy Management System Replacement — 259 - 260

Approve Award of Bid 25-49, Ericson Elementary School Energy Management System Replacement.docx

Approve Award of Bid 25-49, Ericson Elementary School Energy Management System Replacement-BACKUP.pdf

Included in the Board material is information on Bid 25-49, Ericson Elementary School Energy Management System Replacement. This project consists of replacing the sites energy management system to enhance the performance of the heating, ventilation, and air conditioning (HVAC) operations. Staff recommend award to the lowest responsive, responsible bidder: Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy (Fresno, California) $321,991. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $321,991 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

22. APPROVE Award of Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements — 261 - 262

Approve Award of Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements.docx

Approve Award of Bid 25-50, Tioga Middle School Single Point

of Entry and Parking Improvements-BACKUP.pdf

Included in the Board material is information on Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements. The project consists of a new parking lot and drop-off with modified fencing to create a single point of entry which will increase site safety and security for students and staff. Staff recommend award to the lowest responsive, responsible bidder: GCB1, Inc., dba GC Builders (Fresno, California) $1,221,700. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $1,221,700 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

23. APPROVE Award of Bid 25-58, Sections A, B and C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey, Muir, and Winchell Elementary Schools

263 - 266

Approve Award of Bid 25-58, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey, Muir, and Winchell Elementary Schools.docx

Approve Award of Bid 25-58, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey, Muir, and Winchell Elementary Schools-BACKUP.pdf

Included in the Board material is information on Bid 25-58, Sections A, B and C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey, Muir, and Winchell Elementary Schools. The project consists of the installation of ornamental iron fencing and gates to establish a single point of entry on campus. Staff recommend award to the lowest responsive, responsible bidder:

- Section A (Dailey), All Commercial Fence, Inc. (Oakdale, CA) $186,455,
- Section B (Muir) Harris Development Corp., dba HBC Enterprises (Clovis, CA) $188,940,
- Section C (Winchell) All Commercial Fence, Inc. (Oakdale, CA) $ 180,960.

The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $556,355 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone (559) 457-3134.

24. APPROVE Award of Request for Proposals 25-26, Musical Instruments

267 - 278

Approve Award of Request for Proposals 25-26, Musical Instruments

Approve Award of Request for Proposals 25-26, Musical Instruments-BACKUP.pdf

Included in the Board material is information on Request for Proposals (RFP) 25-26 Musical Instruments, to identify qualified vendors and establish discounted prices for the purchase of musical instruments. The Superintendent **recommends approval.** Fiscal Impact: Sufficient funds are available in the Visual and Performing Arts budget. Contact person: Interim Chief Academic Officer, Carlos Castillo, Ed. D., Telephone: (559) 457-3750.

25. APPROVE Award of Request for Proposals 25-42, Fresh Juice and Dairy Products with Site Delivery Services 279

Approve Award of Request for Proposals 25-42, Fresh Juice and Dairy Products with Site Delivery Services.docx

Included in the Board material is information on Request for Proposals (RFP) 25-42, to establish fixed pricing for delivery of fresh juice and dairy products with site delivery services to 106 school locations. These products are served in the School Breakfast Program, National School Lunch Program and the Super Snack Program, and are funded by reimbursement from the US Department of Agriculture and the California Department of Education. The term is one-year with the option to extend for two additional one-year periods beginning July 01, 2025. Staff recommend award of Schedule A to the best value vendor: Producers Dairy Foods, Inc. (Fresno, California) $4,563,235. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $4,563,235 are available in the Cafeteria Fund budget. Contact person: Paul Idsvoog, telephone (559) 457-3134.

26. APPROVE Award of Request for Qualifications 25-03, Architectural/Engineering Services, and Request for Qualifications 25-04, Professional Services-Construction Related Consultants 280 - 283

Approve Award of RFQ 25-03, Architectural Engineering Services, and RFQ 25-04, Professional Services Construction Related Consultants.docx

Approve Award of RFQ 25-03, Architectural Engineering Services, and RFQ 25-04, Professional Services Construction Related Consultants-BACKUP.pdf

Included in the Board material is information on Requests for Qualifications (RFQ) 25-03 and 25-04, to provide a pool of qualified firms/consultants for use in support of the district's new construction, modernization, modular projects, and deferred and general maintenance projects. Also included in the RFQ are firms that

provide services for securing funding and project approvals from State agencies and firms that assist in preparing and analyzing demographic and enrollment data. The Superintendent **recommends approval**. Fiscal impact: Funding will be established on a project-by-project basis. Contact person: Paul Idsvoog, telephone (559) 457-3134.

27. APPROVE Award of Request for Qualifications 25-25, Musical Instruments Repair and Service — 284 - 285

Approve Award of Request for Qualifications 25-25, Musical Instruments Repair and Service

Approve Award of Request for Qualifications 25-25, Musical Instruments Repair and Service-BACKUP.pdf

Included in the Board material is information on Request for Qualifications (RFQ) 25-25, to provide a pool of qualified vendors based on extensive evaluation by a panel consisting of Visual and Performing Arts leaders and teachers to perform repair and service of musical instruments. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds are available in the Visual and Performing Arts budget. Contact person: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Telephone: (559) 457-3750.

28. APPROVE Award of Request for Qualifications 25-35, Targeted Educational Support Services for Students — 286 - 290

Approve Award of Request for Qualifications 25-35, Targeted Educational Support Services for Students.docx

Approve Award of Request for Qualifications 25-35 Targeted Educational Support Services for Students BACKUP.docx

Included in the Board material is information on Request for Qualifications (RFQ) 25-35, to qualify a pool of vendors for Indirect/Direct Student and Family Services and Professional Learning under four categories: Culturally Relevant Academic Services and Supports, Culturally and Academically Enriched Learning Opportunities, Strong Relationships with Families and Community, and Strategic Partnerships to Enhance Culturally Responsive Practices. The Superintendent **recommends approval**. Fiscal impact: Sufficient funds in the amount of $3,100,000 are available in the African American Academic Acceleration budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

29. APPROVE Rejection of Bid 25-52, Dough Divider-Rounder — 291 - 292

Approve Rejection of Bid 25-52, Dough Divider-Rounder.docx

Approve Rejection of Bid 25-52, Dough Divider-Rounder-

BACKUP.pdf

Included in the Board material is information on Bid 25-52, Dough Divider-Rounder to replace a dough divider-rounder at the Nutrition Services Department, including delivery and removal of the current dough-divider machine. Staff recommend rejecting all bids due to not meeting specifications in the bid documents. The Superintendent **recommends approval**. Fiscal impact: Rejecting the bids results in no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone (559) 457-3134.

30. RATIFY Agreement with Black Students of California United 293 - 298

Ratify Agreement with Black Students of California United.docx

Ratify Agreement with Black Students of California United-BACKUP.pdf

Included in the Board material is a request for the Board to ratify an agreement with Black Students of California United (BSCU) to continue supporting the Bullard High School Social Justice Project, which was initiated during the 2023/24 academic year. The Bullard High School Social Justice Project initiatives began early in the 2024/25 academic year to ensure continuity of learning and build upon the progress made in the prior year. The request to ratify the agreement with BSCU is based on the timeline of the Provident National Corporation (PNC) Foundation Grant disbursement, which occurred in February 2025, with funds becoming available in March 2025. In order for the work to be completed this year, the work had to begin as soon as possible. The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the estimated amount of $25,000 are available in the African American Academic Acceleration budget. Contact person: Carlos Castillo, Ed.D., telephone (559) 457-3750.

31. RATIFY Change Orders 299 - 405

Ratify Change Orders.docx

Ratify Change Orders-BACKUP.pdf

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

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing

Change Order 6 (CTE Building) presented for ratification: $82,592

Change Order 7 (CTE Building) presented for ratification: $410,005

Bid 24-46, Baird Middle School Sitework and Portable Improvement

Change Order 1 presented for ratification: $3,910

Change Order 2 presented for ratification: $121,067

Change Order 3 presented for ratification: $-103,530

Change Order 4 presented for ratification: $5,068

Bid 24-47, Birney Elementary School Sitework and Portable Improvement

Change Order 1 presented for ratification: $60,299

Change Order 2 presented for ratification: $-75,437

Change Order 3 presented for ratification: $57,859

Change Order 4 presented for ratification: $114,544

Bid 24-48, Cooper Middle School Sitework and Portable Improvement

Change Order 1 presented for ratification: $186,698

Change Order 2 presented for ratification: $-217,259

Change Order 3 presented for ratification: $37,577

Change Order 4 presented for ratification: $86,857

Bid 24-50, Viking Elementary School Sitework and Portable Improvement

Change Order 1 presented for ratification: $21,188

Change Order 2 presented for ratification: $-83,470

Change Order 3 presented for ratification: $16,662

Change Order 4 presented for ratification: $107,459

Bid 24-54, Bullard High School Fencing Improvements

Change Order 4 presented for ratification: $15,634

Bid 24-56, Fresno High School Auxiliary Gym and Site Improvements

Change Order 4 presented for ratification: $90,405

Bid 24-72, McLane High School New Gymnasium

Change Order 3 presented for ratification: $16,492

Bid 24-73, Fresno High School Varsity Baseball and Softball Scoreboards

Change Order 1 presented for ratification: $13,656

Bid 24-94 Section A, Burroughs Elementary School Playground Replacements

Change Order 2 presented for ratification: $30,660

The Superintendent **recommends ratification**. Fiscal impact: Sufficient funds in the amount of $553,405 are available in the Measure M Fund for Bids 23-02, 24-72, 24-73, and 24-94, $339,492 are available in the Measure M and Elementary and Secondary School Emergency Relief III Federal Fund for Bids 24-46, 24-47, 24-48, and 24-50, $15,634 are available in the Measure X and Community Redevelopment Grant for Bid 24-54, and $90,405 are available in the Measure M and Measure Q Fund for Bid 24-56. Contact person: Paul Idsvoog, telephone (559) 457-3134.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

member will furnish answers to questions.

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

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

D. ADJOURNMENT

NEXT SCHEDULED REGULAR MEETING

WEDNESDAY, JUNE 04, 2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: RECEIVE

TITLE AND SUBJECT: Receive the Fresno Unified School District Third Quarterly Investment Report for Fiscal Year 2024/25

ITEM DESCRIPTION: Included in the Board material is the third quarterly investment report for the period ending March 31, 2025. Board Policy 3430(a) requires the Superintendent, or designee, to supply the Board of Education with quarterly and annual reports on district investments.

As of March 31, 2025, Fresno Unified School District is in compliance with Board Policy 3430(a) for investments. District funds are invested in a manner that meets the primary objective of safeguarding the principal of the funds and serving the district's liquidity needs. District funds are invested as follows:

County Treasury Investment Pool	$1,046,751,039
Investment with Trustees	$85,210,858*

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

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

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

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Discuss and Approve the Service Employees International Union Local 521 Initial Proposal to Fresno Unified School District for the 2025-2028 Successor Agreement.

ITEM DESCRIPTION: Included in the Board material is the initial proposal from the Service Employees International Union Local 521 the Fresno Unified School District for the 2025-2028 Successor Agreement. In accordance with Government Code 3547, all initial proposals of the exclusive representative shall be presented at a public meeting of the public-school employer and thereafter shall be public record.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

LOCAL 521
SEIU
Stronger Together

SERVICE EMPLOYEES INTERNATIONAL UNION CTW-CLC

SAN JOSE H.Q.
2302 Zanker Road
San Jose, CA 95131
Phone: 408-678-3300
Fax: 408-954-1538

BAKERSFIELD
1001 17th Street
Bakersfield, CA 93301
Phone: 661-321-4160
Fax: 661-325-7814

FRESNO
5228 E. Pine Avenue
Fresno, CA 93727
Phone: 559-447-2560
Fax: 559-261-9308

HANFORD
101 N. Irwin St., Suite 203
Hanford, CA 93230
Phone: 559-587-1521
Fax: 559-587-1524

REDWOOD CITY
This location has been closed. Please mail correspondence to our San Jose Headquarters
Phone Calls / Facsimiles received at our San Jose Headquarters:
Phone: 650-801-3500
Fax: 650-595-1930

SALINAS
334 Monterey Street
Salinas, CA 93901
Phone: 831-784-2560
Fax: 831-757-1863

SANTA CRUZ
517B Mission Street
Santa Cruz, CA 95060
Phone: 831-824-9255
Fax: 831-459-0756

VISALIA
1811 W. Sunnyside Avenue
Visalia, CA 93277
Phone: 559-635-3720
Fax: 559-733-5006

www.seiu521.org

May 6, 2025

Sent via Email: *Annarita.Howell@fresnounified.org*

FUSD Board of Trustees
2309 Tulare Street
Fresno, CA 93721

Re: **SEIU Local 521 Sunshine Proposal for Fresno Unified Classified Workers**

Dear Members of the Board of Trustees,

In accordance with Government Code Section 3547 and the requirements of the Educational Employment Relations Act (EERA), SEIU Local 521 hereby submits its initial sunshine proposal to initiate successor contract negotiations with Fresno Unified School District.

SEIU Local 521 proposal to open the entire Memorandum of Understanding (MOU) for negotiation, including all existing articles and any side letters or appendices currently in effect. A copy of the current MOU is attached for your reference. Specific proposal language will be forthcoming once we begin negotiations.

We also reserve the right to introduce new articles or proposals not currently contained in the contract as needed during the course of bargaining, consistent with the notice requirements of the EERA.

Our intent is to bargain a contract that reflects the needs, dignity, and well-being of the dedicated classified employees we represent and to ensure that Fresno Unified School District continues to attract and retain a skilled workforce committed to student success.

We respectfully request that this proposal be presented at a regular meeting of the Fresno Unified School District in compliance with sunshining procedures and that negotiations begin following the public comment period and the completion of all legal requirements.

Sincerely,

Teneya Johnson
Chief Negotiator
SEIU Local 521
Teneya.Johnson@seiu521.org

TJ:mdh

Cc: SEIU 521 Fresno Unified Bargaining Team

TJ:mdh OPEIU29 AFL-CIO©2025 SEIU521 CTW/CLC
C:\Users\margarita.hernandez\SEIU Local 521 Dropbox\Clerical\Fresno\ADMIN\CHAPTERS\FUSD\FUSD 2025\LETTERS\FUSD, Board of Trustees SEIU Local 521 Sunshine Proposal for Fresno Unified Classified Workers Ltr. 5.6.25.docx

COLLECTIVE BARGAINING
AGREEMENT



Fresno Unified
School District

Education Center
2309 Tulare Street
Fresno, California 93721-2287
(559) 457-3000



Fresno Unified Classified Employees
SEIU Local 521
5228 E. Pine Ave.
Fresno, CA 93727
(559) 447-2560
FAX:559-261-9308

Effective: July 1, 2022 to June 30, 2025

COLLECTIVE BARGAINING AGREEMENT

Between

FRESNO UNIFIED SCHOOL DISTRICT

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 521, CTW/CLC
JULY 1, 2022 TO JUNE 30, 2025

David Chavez
Chief of Human Resources/Labor Relations

Paul Idsvoog
Operations & Classified Labor Management Officer

RATIFIED BY THE BOARD OF EDUCATION

Veva Islas, President
Board of Education

RATIFIED BY SERVICE EMPLOYEES INTERNATIONAL UNION Local 521, CTW/CLC

Diana Vasquez, Internal Organizer
Service Employees International Union, Local 521

Debbie Acosta, Chapter President
Service Employees International Union, Local 521

FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

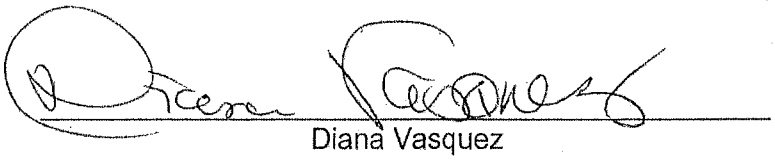
Veva Islas	President
Susan Wittrup	Clerk
Elizabeth Jonasson Rosas	Member
Valerie F. Davis	Member
Keshia Thomas	Member
Andy Levine	Member
Claudia Cazares	Member

SUPERINTENDENT OF SCHOOLS
Robert G. Nelson, Ed. D.

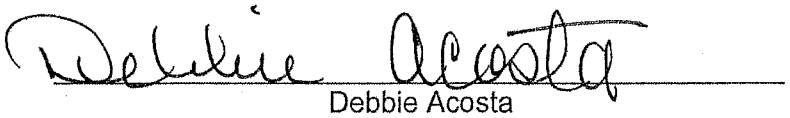
FRESNO UNIFIED SCHOOL DISTRICT NEGOTIATING TEAM MEMBERS

Patrick Jensen	Administrator Human Resources/Labor Relations
Drone Jones	Maintenance Service Manager II
Paul Rosencrans	Member
Paul Idsvoog	Member
Peter Schaffert	Attorney

SERVICE EMPLOYEES INTERNATIONAL UNION, CTW/CLC, LOCAL 521
NEGOTIATING TEAM MEMBERS



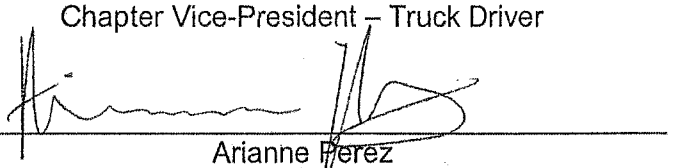
Diana Vasquez
Internal Organizer
Service Employees International Union Local 521



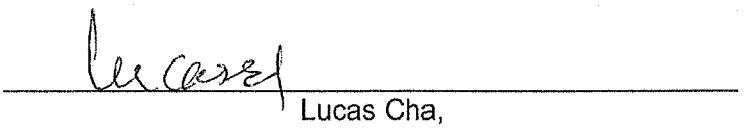
Debbie Acosta
Chapter President – Pool Operator



Adrian Villalobos
Chapter Vice-President – Truck Driver



Arianne Perez
Team Member - Custodian



Lucas Cha,
Team Member – Grounds Maintenance III



Matthew Rodriguez
Team Member - Transportation



Luis Cervantes
Team Member – Warehouse Driver

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ARTICLE 1 - AGREEMENT

This is an Agreement made and entered into this 1st day of July 2022 between the FRESNO UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District") and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 521, CTW, CLC, hereinafter referred to as "Union").

ARTICLE 2 – ANNUAL MEETING OF THE SERVICE EMPLOYEES INTERNATIONAL UNION AND THE FRESNO UNIFIED SCHOOL DISTRICT

At least four (4) times each year the Superintendent and/or his representatives may meet with the Service Employees International Union's representatives to bring a closer understanding of the structure and functions of the District, and to acquaint the employee representatives with plans and progress of the District. During these meetings, the Union will inform the District of problems within the structure and progress or concerns in represented departments. The meetings may be waived upon mutual agreement of both parties.

ARTICLE 3 – SENIORITY

1. SENIORITY DEFINED
   A. District seniority is established as of the initial date of employment with the Fresno Unified School District as a regular classified employee.

2. Departmental seniority is established as of the initial date of hire to a department.

3. Classification seniority is defined as the initial date of assignment to a classification.

4. Seniority List: The District shall maintain seniority lists, which will be provided to the Union regularly or upon request. In addition, employee seniority lists by department/site/classification will be updated and available in each department/site semi-annually.

5. Loss of Seniority: Seniority shall be terminated by:
   A. Any of the above-defined types of seniority shall be broken and forfeited in the case of termination of employment for just cause or resignation, Interruptions of service at such time the employee is in a no-pay status, i.e., for reason of non-industrial medical leave, parental leave, Peace Corps leave, personal or family emergency leave, military leave or travel leave, will not be counted toward seniority credit. Seniority shall continue to accrue if an employee is on any leave, but is still in paid status, or in unpaid status for industrial medical leave. If an employee is reinstated after resignation or military leave under the provisions of Article 26, Reemployment, seniority shall revert back to the employee's original date of hire for vacation accrual purpose and wage tenure step purposes, but not for any other purposes.

   B. Layoff without rehire in excess of thirty-nine (39) months.

ARTICLE 4 – CALIFORNIA STATE DISABILITY INSURANCE

1. Pursuant to a majority vote of the unit requesting coverage under the California State Disability Insurance Program and at employee cost, the District will administer

the provisions thereof, and the Service Employees Unit will be allowed to participate in the California State Disability Program.

2. Coverage will be effective January 1, 1981. Also, in accordance with the provisions of the law, the bargaining unit assumes a commitment for coverage for the period January 1, 2016, through December 31, 2019.

3. In the event the bargaining unit should choose to terminate coverage after December 31, 2019, a written request to do so must be provided to the District no later than December 1, 2019. Failure to do so shall commit the bargaining unit to an additional period of coverage from January 1, 2020, through December 31, 2020. Thereafter, unless a written request is submitted no later than December 1, coverage would extend for the following calendar year.

4. Sick leave pay shall not effect and shall be supplementary to disability insurance benefits provided that the total amount of sick leave pay and disability insurance does not exceed the regular pay of the unit member for the pay period immediately preceding the disability period.

5. Unit members shall notify the State Disability Insurance Office that the disability check should be mailed to:

Fresno Unified
School District
Payroll Office
2309 Tulare Street
Fresno, California 93721

Upon receipt of the disability check by the District, appropriate computation will be made to credit sick leave, vacation, workers" compensation, etc.

6. The State Disability Insurance Office shall provide the District with the amount of disability insurance paid to unit members. In the event that the District does not receive the disability check as provided above in paragraph "5", the unit member's next pay warrant shall be docked for the amount of disability insurance received.

ARTICLE 5 – COMPLAINT PROCEDURE

1. A complaint is any allegation that a policy or administrative regulation of the District that is not included in contract has been violated, and the violation has adversely affected the bargaining unit member filing the complaint. The complaint must be filed on the appropriate form provided by the District.

These complaints shall be subject to the following process:

A. Within twenty (20) working days after a complainant knew, or by reasonable diligence could have known, of the condition upon which the complaint is based, the complainant must present any complaint in writing to their supervisor. If the complaint involves the immediate supervisor, the complainant will present the complaint in writing to the next-in-line supervisor and may send a copy to Human Resources.

B. The supervisor shall communicate the decision of the complainant in writing

within twenty (20) working days after receiving the complaint and has the right to request a personal conference with the complainant.

C. In the event the complaint is not resolved at step one, the complainant may appeal their complaint within five (5) working days after the decision is rendered, or within five (5) days of the expiration of the twenty (20) days response period to the division head of the department.

D. The division head or their designee shall communicate their decision to the complainant within twenty (20) working days after receiving the complaint.

E. In the event the complaint is not resolved at the division head level, the complainant may appeal their complaint within five (5) working days after the decision is rendered, or within five (5) days of the expiration of the twenty (20) days response period to the Superintendent.

F. The Superintendent, or his designee, shall communicate his decision to the complainant within twenty (20) working days after receiving the complaint. This decision will be final.

2. The correct application of the Complaint Procedure may be grieved; however, the decisions or merits of any complaint are not subject to the Grievance Procedure Article in this contract.

ARTICLE 6 – COMPLETION OF MEET AND NEGOTIATION

1. During the term of this Agreement, the Union expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

2. This Article shall not be construed so as to prevent the parties from mutually agreeing, in writing, to reopen a provision or provisions in this Agreement, so long as reopened provisions are specified in the parties' mutual reopener agreement and other provisions in this Agreement continue in full force and effect.

ARTICLE 7 – CONCERTED ACTIVITIES

1. It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Union or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

2. The Union recognizes its duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down or other interference with the operations of the District by employees who are represented by the Union, the Union agrees in good faith to take all necessary steps to cause those employees to

cease such action.

3. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

4. It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement, or in District policy, from any employee and/or the Union.

5. Actions by the District taken under this Article shall be subject to the Grievance Procedure. In the event a grievance is filed, it must be limited to the question of whether or not this Article has been violated. Any grievance against this Article may be initiated by the Union at Level III.

6. Nothing in this Article shall be so construed as to prevent either party from seeking judicial relief by a court of competent jurisdiction.

ARTICLE 8 – DISTRICT RIGHTS

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those powers and authority are the exclusive rights to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the school calendar; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine class size; determine the curriculum; build, move or modify facilities; establish budget procedure and determine the methods of raising revenue; establish evaluation procedures; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to act to hire, classify, assign, evaluate, promote, transfer, terminate, and discipline employees.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by law, and all specific and express terms of this Agreement.

ARTICLE 9 – DRUG AND SCHOOL TESTING PROCEDURES

The District will adhere to drug and alcohol testing procedures as stipulated in Administrative Regulation 4212.42.

Any member with a commercial license called in for random testing, must adhere to the requirements for employees in Title 49, Code of Federal Regulations, Part 40, Section 40.191, including but not limited to the requirement to remain at the testing site until the testing process is complete.

Upon being notified by a Supervisor prior to testing, an employee shall be asked if a specimen can be given prior to checking in with the testing Consortium. If not, specimen can be given at that time, the employee shall report back to the office for testing immediately following the (AM) route.

- If a driver checks in with the testing agent, the driver will not be allowed to leave the testing site.

- If a driver starts the testing process and is unable to give a full specimen, the driver must remain at the testing site until a full specimen can be given unless federal regulations dictate otherwise.

- If a driver is listed on the random testing roster but is absent on that day. Upon the driver's return the driver will be taken to a testing facility to have the test or test rendered.

- If a driver leaves the testing site for any reason or refuses any portion of the testing. The test will be considered a refusal by the Title 49 standards, resulting in an automatic failure/positive test and revocation of the driver's license and/or certificate.

- It is mandated that the Fresno Unified Transportation Department, give written notification to the Department of Motor Vehicles within five (5) days of any refusal or positive test results.

- Employees will be given thirty minutes (30) each way to go to and from the testing centers. All testing will be conducted during the employee's work hours.

- If an employee does not have personal means of transportation to a testing center, the District will provide that said employee either (a) a School vehicle or (b) will be transported by their supervisor to the testing center.

- All transportation of personal vehicle use will adhere to the MOU Article 11, section 4.

If an employee's job description does not require a commercial license, they shall not be on the Fresno Unified School District's random testing list as related to this Article.

ARTICLE 10 – EDUCATION INCENTIVE

1. A voluntary Professional Growth Program has been developed for unit members and is designed to give classified personnel incentive to improve skills within the job classification held, to encourage employees to contribute more to the educational program of the schools and to improve work performance.

2. Increment units may be earned in the following types of professional growth activities:

    1) University or college credits
    2) Adult School classes
    3) Institutes, lectures, seminars and workshops
    4) In-service training

3. A professional growth award will represent completion of fifteen (15) semester units or equivalent increment points. A professional growth award shall increase the classified employee's basic salary by one hundred dollars ($100) per year. Eligible unit members who are employed less than full time and/or less than twelve (12) calendar months a fiscal year shall be paid a professional increment for which they qualify in such proportion as the time served bears to eight (8) hours a day and forty (40) hours a week and/or twelve (12) calendar months a year.

4. Short term, temporary, substitute and probationary employees are excluded from this program.

5. Additional and more detailed information pertaining to the Professional Growth Program may be obtained by contacting the Division of Human Resources/Labor Relations.

ARTICLE 11 – EMPLOYEE EXPENSES AND MATERIALS

Uniforms: The District shall pay the full cost of the purchase, lease, rental, and maintenance of uniforms, equipment, identification badges, emblems and cards as required by the District to be worn or used by the bargaining unit employees. District uniforms will be optional for custodians and bus drivers. If these employees choose not to wear uniforms, custodial staff, and bus drivers shall wear a safety vest and their badge. The District will offer the option of gender-specific uniforms when requested.

Employees shall be required to wear the District-provided uniforms and/or District provided safety vests and identification badges during working hours. Custodians and bus drivers not wearing uniforms shall wear a polo, button-up shirt, school site logo shirt, long pants or knee-length shorts, and closed-toed shoes.

Grounds, truck drivers and warehouse only shall receive an initial outfitting of one (1) jacket (heavyweight) or one (1) jacket (lightweight).

Grounds, Truck Drivers, and Warehouse will be given an option of a Boot Allowance in the amount of $250 per year. The District shall establish purchase orders with a minimum of two vendors to be utilized between July 1, and September 1 of each year. Employees will be provided an annual voucher to purchase safety footwear which is required to be worn during duty time. The District shall provide no more than one voucher of $250 per year for the purchase of appropriate oil and slip resistant, non-marking footwear. Safety footwear is intended to protect the employee from specific types of injury to the ankle, foot or toes. Safety footwear may include (but is not required) to have a steel toe or shank.

1. **Alternative Attire:** An alternative shirt and long pant may be worn on Fridays. The shirt will consist of a common style and color and display a District logo or assigned site/school logo. Choice of long pants or District approved shorts of dark/neutral color may be worn. All alternative uniforms will be purchased at employee's expense.

2. **Identification Badges:** The District shall pay the cost of identification badges required by the District to be worn or used by bargaining unit employees. The District will pay for replacement cost for normal wear and

tear of badges upon surrender.

3. **Mileage Allowance:** Unit members, who are required to use their personal automobile in order to carry out their regular assigned duties, or for other District- approval travel, shall be reimbursed at the IRS allowable rate. This rate shall be automatically adjusted to the IRS allowable rate.

   A. "Regularly-assigned duties" travel shall include:

      1) Travel between work sites for unit members whose regular assignments specifically require such travel.

      2) Travel by unit members whose assigned duties specifically involve transporting of supplies or equipment.

      3) Travel for transportation to and from Drug Testing Centers if not conducted on site.

The District reserves the option to establish even monthly rates for those unit members whose assignment results in a predictable amount of miles per month. However, prior to making the changes, the District will notify the Union of the proposed changes.

4. **Tools:** Fresno Unified agrees to provide, and maintain all tools, equipment and supplies required by FUSD for bargaining unit employees for the performance of employment duties.

   A. Any employee required to use a computer to complete a task at the employee's site, shall be allowed access to a computer and be trained on the computer and software used by the District.

   B. Grounds employees may be provided a cell phone by their department to be able to communicate with management as needed, while out on assignment. Grounds employees may use their personal cell phone, but must add any application required by the District on their personal cell phone. If the department for whatever reason cannot get in contact via Grounds employees' personal cell phones then the Grounds employees shall use a District cell phone and keep them powered on during their working hours. Use of District issued cell phones shall comply with the District's Acceptable Use of Technology Policy.

ARTICLE 12 – EMPLOYEE ORGANIZATION RIGHTS

1. All Union business, formal discussions and activities will be conducted by unit members or Union officials outside established work hours and will be conducted in places other than District property, with the following exceptions:

   A. Designated representatives/Stewards of the Union shall have the right of access at reasonable times with clearance from department head or the Associate Superintendent, Division of Human Resources/Labor Relations, to areas in which employees work

for the purposes of representing bargaining unit members on grievance and matters relating thereto and shall check in at the school site office consistent with Board Policy. Other Union business/activities shall be conducted outside established work hours or during employee's designated rest periods, breaks or lunch periods.

B. The Union and its members shall have the right to reasonable use, without charge, of institutional equipment, facilities and buildings for the purpose of processing grievances and other lawful business of the organization subject to the following conditions.

1) An authorized Union representative/Steward obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted.

2) The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of employees to refrain from listening or speaking with a Union representative.

3) The Union pays in advance a reasonable fee for expenses related to utilities, security, cleanup and any unusual wear or damage.

2. **Bulletin Boards:** At each District location. The Union shall have the right to use without charge a bulletin board, or portion thereof, Union member mailboxes and the District mail system for the posting and transmission of information and notices concerning union matters.

A. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Union.

B. A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distributions.

C. The Union will not post or distribute information without providing the District's Office of Labor Relations with copies of said information.

3. **Release Time:** A reasonable number of union representatives/Stewards shall have the right to receive reasonable periods of release time without loss of compensation when serving on joint committees or other committees at the request of the District. The District may deny requests for release time where necessary to ensure operational continuity (as referenced in Section 3 A.4.).

A. Reasonable release time shall be subject to the following conditions:

1) The Union shall be provided an account of fifty (50) working

days per fiscal year (July 1 to June 30) to conduct Union business.

2) At least forty-eight (48) hours prior to release from duties when practical for a purpose enumerated in this section, the designated representative shall inform employee's immediate supervisor in order that an adequate substitute may be obtained if such is necessary. This notification requirement shall be waived if representation is needed in case of emergency. This section also applies to release time for negotiations and grievance processing.

3) The record of the time expended by the Union pursuant to this section shall be maintained by the District office, and the Union shall be notified when the total allowance has been expended. This section also applies to release time for negotiations and grievance processing.

4) If a meeting is mutually agreed to with the District and the Union Steward during the Steward's work shift, that time will be paid for by the District and shall not count towards the release time as stated in section one (1) above.

Whenever a bargaining unit employee requests a Stewards presence at an Informal or level I grievance meeting with a supervisor, every effort will be made to schedule such meeting a minimum of 48 hours in advance when practical. The Steward will notify employee's supervisor of such meeting and arrange employee's release to attend pursuant to section 3 A 2. Should the supervisor determine that releasing the steward is not possible; the steward will reschedule the meeting or choose an alternate steward to attend. The District shall not unreasonably deny the release of stewards to conduct their duties under this provision.

5) When attending joint Labor Management Meetings, Interview meetings, JMBH meetings, or other meetings covered by the Collective Bargaining Agreement that require the presence of a Union Steward during the Steward's work shift, that time will be paid for by the District and shall not count towards the release time as stated in section one (1) above.

4. **President's Leave of Absence:** The Board of Education may grant a leave of absence to the president of the Union during their term in office similar to the provisions provided for certificated personnel covered by Section 22723 of the California Education Code. This leave shall not be District-paid; the Union is to pay all salary, retirement and fringe benefits due according to contract and law.

5. **Union Stewards:**

A. The Union shall be permitted to designate a reasonable number of union stewards. The functions of the Union Steward include the authority to 1) Work in

collaboration with the District to settle or assist in settling disputes of the Negotiated Agreement, 2) To resolve grievances at Level 1, 2, or 3 of the grievance procedure and 3) To serve as a Union Representative for Labor Management meetings and disciplinary meetings. The Union shall submit to the District a list of Union Stewards after their designation and shall notify the District of changes as they occur. The union shall designate one steward as Chief Steward. Prior to the District receipt of such Union designation, the District is not obligated to recognize a Union Steward under this article. The Union shall also be permitted to post the names of employees serving as Union stewards on the employees' bulletin boards.

B. No union steward shall be harassed, intimidated, transferred or discriminated against for any legal and appropriate Union activities. Union Stewards shall perform their functions or union related activities on their own time except as provided for in Section 3, paragraph 1, 4, or 5 of "Release Time".

C. Each union steward shall have at their school/work site a school district mailbox with their name on it where mail sent through the District mail will be placed. At each school/work site with a union steward, the school secretary will be instructed to take phone messages and place them in the steward's box.

6. **Labor/Management Meetings:** The Union and the District agree to meet every month with the Human Resource Administrator and the Department Managers. The Union representative may bring up to three (3) members to the meeting to discuss issues and concerns relating to each department. Meetings shall include an agenda and an agreed upon response time to the issues being discussed. These meetings may be waived by mutual consent.

7. **Right to Information:** The District shall furnish the Union such information as is necessary and relevant to allow the Union to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to the Union. If such information requires personnel or materials costs beyond what is readily available, the cost will be documented, and the Union may be billed by the District.

8. **Union Paid Representative Leave of Absence:** The Union may request a reasonable number of employees, a leave of absence without loss of compensation or other benefits for the purpose of serving as stewards or officers of the Union. Compensation during the leave shall include retirement fund contributions, and the employee shall earn full-service credit during the leave of absence and shall pay his or her member contributions for retirement. The leave shall include, but is not limited to, full-time, part time, or periodic absence for purposes of fulfillment of the duties of an officer or steward. At the conclusion of the leave, the officer or steward shall have a right to reinstatement to the same position and work location they held prior to such leave without loss of seniority. The District may deny requests for leaves of absence where necessary to ensure operational continuity.

Following the completion of the leave of absence the District shall provide the Union with certification of payment of compensation to the employee. The Union shall

reimburse the District for this compensation no later than thirty (30) days from receipt of the certification of payment. The leave of absence, without loss of compensation or other benefits provided for by this section, is in addition to any release time currently granted to representatives of the Union under the law or this MOU.

The Union has no obligation to use leave under this section for an employee and may terminate that leave any time and for any reason. The District shall not be liable for any act, omission, or injury suffered by any employee of the District if that act, omission or injury occurs during the course and scope of the employee's lost time work for the Union. To the extent that the District nonetheless becomes liable for any such act, omission or injury, the Union shall indemnify and hold harmless the District.

9. **New Employee Orientation:** The District will provide to the Union within ten (10) calendar days' advanced notice of the District's New Employee Orientation (NEO) unless there is an unforeseeable, urgent need requiring a shorter notice time frame, along with a list of employees represented by SEIU attending the NEO. The District will provide release time for one (1) steward designated by SEIU, Local 521, including travel time to participate in the District New Employee Orientation provided the orientation is during the employee's normally scheduled hours. The Union agrees to not disparage the District during these sessions. The District shall not deter or discourage employees or applicants from becoming or remaining members of the Union, or from authorizing the Union to represent them or from authorizing membership status/dues deduction.

   The District will provide the Union a space to present to SEIU, Local 521 members not to exceed thirty (30) minutes. The Union agrees to give the District copies of the materials to be used in the session.

   In accordance with AB119, the District shall provide to the Union, within thirty (30) days of hire date, electronic notification of the name, job title, department, work location, work, home and cell phone numbers, home address, and personal e-mail addresses of any newly hired employee in a classification represented by this unit, if provided by the employee.

   Once every one-hundred-twenty (120) days, the District will provide to SEIU electronic notification to include: employee's name, classification, and department, work location and work phone number. The District will also include home address, home and cell phone number, and personal electronic e-mail address, if existing within the District Human Resources database system for bargaining unit members as required by law.

ARTICLE 13 – EMPLOYEE RIGHTS

The District and the Union recognize the rights of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

No employee covered by this Agreement shall in any way suffer reprisals for any

such organizational activities, such as the participation in the processing of any grievance.

No employee covered by this Agreement shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

1. **Union Representation:** An employee who is subject to an investigatory interview which the employee reasonably believes might lead to their being disciplined shall be allowed the right to be accompanied by a Union Steward or Internal Worksite Organizer in such interview. The Union and the District shall take reasonable steps to inform employees of this right and advise the employees of their Weingarten Rights. The District shall offer an employee prior to a meeting in which the District plans to issue discipline to the employee the opportunity to be accompanied by a Union Steward of Internal Worksite Organizer if one is reasonably available; provided, however, no claim by an employee or by the Union of an alleged breach of this section by the District shall be introduced into evidence in any grievance or arbitration and no such claim shall be considered by an arbitrator hearing a grievance under this Agreement.

2. **Personnel Files:** The personnel file of each employee shall be maintained at the Division of Human Resources/Labor Relations.

    A. The person or persons who draft and/or place material relevant to the assessment of performance in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

    B. Access to personnel files shall be limited to the members of management on a regular need-to-know basis. Board of Education members may request the review of an employee's file at a personnel session of the Board of Education or the Board may designate an individual Board member(s) to examine personnel files. The contents of all personnel files shall be kept in the strictest confidence. This paragraph shall not apply in the event all or a portion of the personnel files are necessary for preparation, or as evidence, in an administrative or judicial proceeding.

    C. A union Internal Worksite Organizer/union steward shall be present as an observer at any promotion panel and coordinated in advance with the District.

    D. In the event derogatory charges against an employee are proven to be without substance by any official or body having final judicial authority on the question of such charges, the material shall be expunged from the personnel file.

    E. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. This shall include evaluations, competency review forms, memos, quality control reports, or any

other material considered to be of derogatory nature. The employee shall be obligated to attend a conference called for such purpose by an administrator having line authority over such employee. The employee shall have the right to representation during such conference. The employee shall acknowledge having received a copy of their personal retention by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the materials to be filed and does not necessarily indicate agreement with its contents. In the event that an employee refuses to affix their signature to the documents, a statement to this effect, together with that of a witness, may be attached to the document by the administrator in charge of the safekeeping of the file. An employee shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during normal business hours, but not during employee duty time. Any and all bargaining unit employees may enter into their personnel records of any commendations or awards reflecting their outstanding job performance as a District employee.

F. Each employee shall have the right to review the contents of their own personnel files. A representative of the employee's choosing may accompany the employee in this review. The employee's representative may review the employee's personnel file in the absence of the employee, provided that the employee has authorized, in writing, the review and provided that such authorization is given to the administrator or designee responsible for the safe keeping of the file. Photocopies of documents shall be provided to the employee or the employee's representative for an amount equal to the cost of reproduction. The employee's review of such information shall take place during the normal working day of the Division of Human Resources/Labor Relations.

G. Information of a derogatory nature, other than the evaluation document, will be placed in the employee's confidential file at the end of two years if there have been no other similar infractions during that time. The confidential file shall be accessible only to the Administrator of Human Resources and any appropriate administrator on a need-to-know basis, unless said file is subpoenaed.

3. **Informal Personnel Sessions:**
   A. Employees may request an informal personnel session with their immediate superiors, department heads and District Administration and Management, with a Union representative/union steward present. These sessions are excluded from the Grievance Procedure as provided for in the Agreement.
   B. Informal personnel sessions may be used to discuss such problems as morale and employee dissatisfaction and discuss

suggestions from the employee in ways to improve department operation.

4. **Discipline/Dismissal Hearing:** Dismissal Hearings will be provided as outlined in the District's Board Policy and Administrative Regulations No. 4218.

5. **Due Process & Discipline:**

A. Termination of Probationary Employment

1) Unit members newly hired for regular positions in the Union shall be considered probationary employees until they have satisfactorily completed six months or 130 days service, whichever is longer, of probationary service. Probationary employees shall receive two (2) performance evaluations, one (1) at three (3) months and the second one at the fifth (5th) month, but the District retains the right to release an employee during the probationary period.

2) At any time prior to the expiration of the probationary period the Superintendent or designee may, at its discretion, dismiss a probationary unit member from District employment. A probationary unit member shall not be entitled to a hearing.

B. For Cause: The District may only discipline or terminate an employee for cause.

C. In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this District, each of the following constitutes cause for disciplinary action against a permanent unit member:

1) Falsifying any information supplied to the school District, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

2) Incompetency.

3) Inefficiency.

4) Neglect of duty.

5) Insubordination.

6) Dishonesty.

7) Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the unit member or upon employees associated with the employee.

8) Unlawfully possessing or being under the influence of a controlled substance at work or away from work or furnishing a controlled substance to a minor.

9) Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the unit member's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

10) Absence without leave.

11) Immoral conduct.

12) Discourteous treatment of the public, students, or other employees.

13) Improper political activity.

14) Willful disobedience.

15) Misuse of District property.

16) Violation of District, Board of departmental rule, policy, or procedure.

17) Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the unit member's class specification or otherwise necessary for the unit member to perform the duties of the position.

18) Refusal to take and subscribe any oath or affirmation which is required by law in connection with the employees employment.

19) Any mental or physical disability which substantially limits one of life's major functions and precludes the unit member from performing the essential functions of their position with or without reasonable accommodation.

20) Unlawful discrimination, including harassment, on the basis of sex, age over 40, race, color, pregnancy (including childbirth and breastfeeding), national origin, physical or mental disability, medical condition, ancestry, marital status, sexual orientation, religion (including religious dress and grooming practices), gender identity/expression, genetic predisposition, military and veteran status, or any other basis prescribed by federal or state law.

21) Unlawful retaliation against any other District officer or

employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.

22) Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the District or the employee's employment.

a. Except as defined in paragraph "19." above, no disciplinary action shall be taken for any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member would have disclosed the facts to the District.

D. Informal Corrective Action: The parties agree that informal documentation and corrective steps shall be used prior to implementation of progressive discipline and these documents will be maintained at the site/department. The following informal steps will be used:

- First occurrence – verbal conversation,
- Second occurrence – Letter of summary,
- Third occurrence – Letter of concern.

E. Progressive Discipline: Unless circumstances warrant more severe actions, the District will utilize a system of progressive discipline. Progressive steps shall include:

- Step 1: verbal counseling,
- Step 2: written counseling,
- Step 3: disciplinary suspension without pay,
- Step 4: termination of employment.

Nothing in this Article shall preclude full or partial bypass of any steps based on the District's determination of the severity of misconduct.

F. Investigatory Suspension: No employee will be held in unpaid investigatory suspension to include all benefits, vacation and sick leave accruals and all other fringe benefits employees earn on worked hours.

G. Upon a unit member's request, the employee is entitled to have a Union representative present during an investigatory interview in which the employee is required to participate where the employee reasonably believes that such investigation will result in disciplinary action.

H. Initiation and Notification of Charges: The District Superintendent or designee may initiate a disciplinary action as defined herein against a permanent unit member.

1) In all cases involving a disciplinary action, the person initiating said action shall file a written recommendation of disciplinary action with the Board. A copy of the recommendation shall be served upon the unit member either personally or by registered or certified mail, return receipt requested, at the unit member's last known address. The recommendation shall include:

a. A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal.

b. A statement of the cause or causes therefor as set forth above.

c. A statement of the specific acts or omissions upon which the causes are based. If violation of rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation.

d. A statement of the unit member's right to appeal the recommendation and the manner and time within which their appeal must be filed.

e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

J. Informal Conference: The purpose of the informal conference is to review the notification of charges to allow the unit member to respond to each charge and incident.

1) The conference shall be an informal meeting and shall not be conducted by formal evidentiary rules. The conference shall be conducted on the date stated on the original notification of charges provided to the unit member, unless a change is mutually agreed to by the Associate Superintendent, Human Resources, or designee and the unit member. The Associate Superintendent, Human Resources or designee will serve as the administrator responsible for conducting the conference. During the conference, the unit member may be represented by a person of their choice.

2) The Associate Superintendent or designee shall, after the conclusion of the conference, make a determination of the appropriateness of the recommended disciplinary action and

the charges and incidents upon which such disciplinary action is recommended.

3) The Associate Superintendent, Human Resources may accept, modify or reject the Notification of Disciplinary Action and Charges prior to forwarding the recommendation to the Board.

K. Employment Status Pending Appeal or Waiver: Except as provided herein, any unit member against whom a recommendation of disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending the employees' appeal or waiver thereof.

1) In cases where the Superintendent or designee has determined that a permanent unit member should be dismissed and that continuation of the unit member in active duty status after a written recommendation of such disciplinary action has been issued would result in an unreasonable risk of harm to self, student, staff, or property during the time the proceedings are pending, the Superintendent or designee may order the unit member immediately suspended from the employees' duties without pay in conjunction with the recommendation of disciplinary action. Such suspension order shall be in writing and shall include a statement setting forth the reasons why such suspensions deemed necessary. Any such suspension order shall be served upon the unit member whether personally or by registered mail or certified mail, return receipt requested, immediately after issuance.

2) Except in cases of emergency where the unit member must be removed from the premises immediately, at least five calendar days prior to the effective date of any order of suspension without pay issued in conjunction with any recommendation of disciplinary action involving dismissal, the Superintendent or designee shall give the unit member written notice of the proposed recommendation of disciplinary action of dismissal. The written notice shall include notice that immediate suspension without pay is being considered, the reasons for the proposed dismissal action and for the proposed immediate suspension without pay, materials upon which the proposed action is based, and the right to respond whether orally or in writing to the Superintendent or designee prior to the issuance of the final recommendation and order.

L. Time Limit of Suspension: Any suspensions (except a suspension imposed under "D" above) invoked under these rules against any one person in the classified service for one or more periods shall not aggregate more than 90 calendar days in any 12-month period; provided, however, this time limitation is inapplicable to cases in

which disciplinary action of dismissal is modified by the Board to a suspension.

M. Right to Appeal: The unit member may, within (5) five business days after receiving the recommendation of disciplinary action described above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the unit member shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the District Superintendent or designee during normal work hours of that office. A notice of appeal may be mailed to the office of the Superintendent or designee but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation shall also constitute an appeal from the order, and the necessity of the order shall be an issue in the appeal hearing.

1) If the unit member against whom a recommendation of disciplinary action has been filed fails to file a notice of appeal within the time specified in these rules, the unit member shall be deemed to have waived their right to appeal, and the Board may order the recommended disciplinary action into effect immediately.

N. Amended/Supplemental Charges: At any time before a unit member's appeal is finally submitted to the Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the unit member and file with the Board an amended or supplemental recommendation of disciplinary action.

1) If the amended or supplemental recommendation presents new causes or allegations, the unit member shall be afforded a reasonable opportunity to prepare their defense thereto Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

O. Hearing Procedures

1) The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board of hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The unit member shall be entitled to appear personally, produce evidence, and have counsel and, if demand is made therefore when the Board is hearing the appeal, a public hearing. The complainant may also be represented by counsel. The procedure entitled, "Administrative Adjudication" commencing at Section 11500

of the Government Code shall not be applicable to any such hearing before the Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

2) All hearings shall be heard by a hearing officer except in those cases where the Board determines to hear the appeal themselves. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, it shall affirm, modify or revoke the recommended disciplinary action.

3) If the appeal is heard by a hearing officer, the employee shall prepare a proposed decision in such form that it may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten days after the proposed decision is filed by the Board. The Board may:

   a. Adopt the proposed decision in its entirety.

   b. Reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.

   c. Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.

   d. Reject the proposed decision in its entirety.

4) If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, the employee shall prepare a proposed decision as provided in section 3c above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within ten days after the proposed decision is filed by the Board.

5) In arriving at a decision or a proposed decision on the propriety of the proposed disciplinary action, the Board or

the hearing officer may consider the records of any prior disciplinary action was ultimately sustained and any records contained in the unit member's disciplinary files if such records were introduced into evidence at the hearing.

P. Hearing Decision: The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them.

1) The decision of the Board shall be certified to the Superintendent or designee who recommended the disciplinary action, and the employee shall enforce and follow this decision. A copy of the decision shall be delivered to the appellant or their designated representative personally or by registered mail. The decision of the Board shall be final.

Q. Compulsory Dismissal: The District shall not employ or retain in employment any person who has been convicted of any sex offense as defined in Education Code 44010 or any controlled substance offense as defined in Education Code 4401. However, the District may employ a person convicted of a controlled substance offense if the Board determines from the evidence it requires that the person has been rehabilitated for at least five years. If any such conviction is reversed and the person acquitted, or charges dismissed, except as otherwise provided below, the unit member may be reemployed by the District, although reemployment is not a guarantee. (Education Code 45123).

1) The District reserves the right to dismiss a unit member for any acts upon which the original criminal charges were based, despite the disposition by the courts. If dismissal is recommended by the Board and upheld, a unit member will not be reemployed nor compensated for the time the employee was suspended unless otherwise required by law. An employee shall be given notice of the possibility of not being reimbursed during mandatory suspension if the employee is ultimately dismissed for the acts upon which the original charges were based.

ARTICLE 14 – PROFESSIONAL LEARNING AND EVALUATION

1. All classified employees/unit members are encouraged to conduct a self-assessment to assist in identifying goals and objectives for improving their professional practice for career planning. All employees are also encouraged to create a Professional Learning Plan (PLP), based on self-reflection as well as feedback from District co-workers, peers, and/or their supervisor.

2. Permanent employees shall have a performance evaluation on a biannual basis. A performance evaluation may be made more frequently if deemed

advisable by the administrative officer.

3. Unit members newly hired for regular positions in the District shall be considered probationary employees until they have satisfactorily completed one year of probationary service. Probationary employees shall be evaluated in their third (3rd) month and fifth (5th) month.

4. Prior to a negative evaluation of a permanent employee, the supervisor and/or administrative officer shall meet with the employee to discuss specific performance problems and/or concerns. A written plan with recommendations for improvement will be given to the permanent employee prior to the negative evaluation.

   Absent unusual circumstances the employee shall be given a period of no less than thirty (30) working days to improve their performance. Also, the employee shall have the right to respond in writing to the recommendations.

   The employee has the right to union representation for this meeting if requested. Any negative evaluation shall include a written explanation of the reasons, therefore. The employee shall have the right to respond in writing to the evaluation. A negative evaluation is a "Requires Improvement" or "Unsatisfactory." In order for an employee to receive "Requires Improvement" or "Unsatisfactory" on the evaluation, the following conditions will be met:

   Meeting the standards of expectations as used in this Agreement shall be defined as not having needs to improve on their most recent evaluation.

   A. Except in those cases where disciplinary action has been taken, as defined in Board Policy, progressive discipline will be implemented when appropriate, but prior to the evaluation in order to be included in the evaluation process.

      1) Any documentation, (e.g., e-mails, memorandums, notes, etc.) referring to an employee will be completely reviewed with the employee and the author before it is placed in an employee's personnel file and will contain the following language:

         "This document will be placed in your personnel file. You have ten (10) working days from receipt of this document to respond in writing. Your response will be attached to the original document and placed in your personnel file."

      2) Two Memorandums/Letters and incidents will have occurred in the period that is covered in the evaluation, but such period will not be over one year long. There must be two written documentation on an evaluation marked "Requires Improvement" or "Unsatisfactory".

3) There is only one personnel file, which is kept in the Division of Human Resources/Labor Relations Office.

4) Signing the evaluation form is acknowledgement that the employee has received a copy of the document. The signature does not constitute agreement with the consent.

5) One copy of the evaluation will be given to the employee; another will be placed in the employee's permanent personnel records.

6) If an employee received a negative evaluation, a work plan must be developed and jointly agreed upon by the supervisor and employee and implemented within 20 workdays to specifically identify the necessary improvements to include goals and objectives. If no plan is agreed upon, the employee may request Union representation to resolve the issue.

7) If an employee has received a negative evaluation, the employee shall be reevaluated at their request after six (6) months.

ARTICLE 15 – GRIEVANCE PROCEDURE

1. **Definitions:**

A. A "grievance is a formal, written allegation by a unit member or the Union that there has been a violation, misapplication, or misinterpretation of the provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes. Other matters for which a specific method of review is provided by law, by the rules and regulations of the Board of Education, or by the administrative regulations and procedures of this school district are not within the scope of this procedure.

B. A "grievant" may be any one of the following:

1) Any classified, non-management employee of the District covered by the terms of this Agreement.

2) The Union, either on its own behalf or when representing any of the bargaining unit members as authorized in writing.

C. A "day" is any day in which the District Administration Center is open for business with the exception of those days during winter vacation and spring vacation.

D. The "immediate supervisor" is the lowest level administrative having immediate jurisdiction over the

grievant who has been designated to adjust grievances.

2. **Fundamentals:**

A. Nothing contained herein will be construed so as to limit the right of those considering lodging a grievance from discussing the matter informally with any appropriate management person, with or without Union intervention and/or representation, in an attempt to resolve the matter informally. It is mutually understood and agreed that informal efforts to resolve problems should normally occur but are not required.

B. Grievants shall have the right to the presence of a Union representative at all steps, at all conferences, and during any and all discussions and/or proceedings, formal or informal, concerned with proceeding, or adjusting the grievance.

C. Neither party shall attempt to isolate the grievant in order to influence an adjustment of the grievance.

D. Nothing contained herein will prevent the grievant from proceeding through this Grievance Procedure without Union intervention, provided that the District shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Bargaining unit members may individually present grievances to the District for processing. If the grievant desires a representative to help resolve the grievance at any level, said representative shall be designated by the exclusive representative for that purpose.

E. It is mutually understood and agreed that the time limits specified at each level are maximums and do not preclude the parties from desirable efforts to expedite the process of seeking a solution.

F. It is mutually understood and agreed that the parties are encouraged to exert every effort to achieve a grievance adjustment affording a solution.

G. It is mutually understood and agreed that the management persons responsible for considering grievances are not obligated to render a written decision if in their judgment such decision would be detrimental to resolution of the grievance. In the even no decision is rendered, the grievant may submit such grievance to the subsequent level in conformance with the specified timelines.

3. **Informal Level:**

Before filing a formal, written grievance, the grievant should attempt to resolve it by an informal conference with the employee's immediate supervisor whenever possible.

4. **Formal Level:**

A. **Level I:** Within fifteen (15) days after the occurrence of the act or omission giving rise to the grievance, or within fifteen (15) days of the time the grievant could reasonably have known of the occurrence of the act or omission, the grievant or their representative must present the grievance in writing on the appropriate form to the employee's immediate supervisor.

This statement shall be a clear, concise statement of the grievance, the circumstances involved, any decision rendered at the informal conference and the specific remedy sought.

1) Within ten (10) working days after receiving the grievance, the supervisor and the grievant shall schedule a time to meet and discuss the grievance. The supervisor shall communicate their decision to the employee and the Union in writing within ten (10) days after the meeting. If the supervisor does not respond within the time limits, the grievant or the grievant's representative may appeal the next level.

2) Within the above time limits, a personal conference will be held at the request of either party.

B. **Level II:** In the event the grievant is not satisfied with the decision at Level I, the grievant or the grievant's representative may appeal the decision on the appropriate form to the appropriate Assistant Superintendent, Operational Services or designee, within ten (10) days.

1) This statement must include a copy of the original grievance, the decision rendered, a clear, concise statement of the reasons for the appeal.

2) Within ten (10) working days after receiving the grievance, the Chief, Operational Services or designee and the grievant shall schedule a time to meet and discuss the grievance. The Chief, Operational Services' designee decision shall be communicated to the employee and the Union in writing within ten (10) working days after the meeting. If the Chief, Operational Services' or designee, does not respond within the time limits, the grievant or the representative may appeal to the next level.

C. **Level III:** If the grievant or grievant's representative is not satisfied with the decision at Level II, the grievant or grievant's representative may within ten (10) days appeal the decision on the appropriate form to the Administrator, Labor Relations or designee.

1) This statement **must** include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

2) Within ten (10) working days after receiving the grievance, the Administrator, Labor Relations, or designee and the grievant shall schedule a time to meet and discuss the grievance. The Administrator, Labor Relations, or designee shall be communicated the decision to the grievant and the Union within ten (10) working days of the meeting.

D. **Level IV:** If the Union is not satisfied with the decision at Level III, the Union may within ten (10) days submit a request in writing to the Office of Labor Relations for arbitration of the dispute.

1) The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by flipping a coin.

2) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.

3) The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to the arbitrator. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and answers thereto at each step.

4) The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement.

5) Issues arising out of the exercise by the Board and administration of its responsibilities under the District Rights Article of this Agreement, including the facts underlying its exercise of such discretion, shall not be subject to this procedure.

6) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties' findings and award, which shall be final and binding.

5. Nothing shall preclude the parties from mutually agreeing to extend or shorten any timelines within this Grievance Procedure. Such mutual exceptions must be in writing.

6. In the event the Union grieves any of the following articles: Agreement,

Recognition, Employee Organization Rights, Grievance Procedure, Completion of Meet and Negotiation, Payroll Deductions, Concerted Activities and Savings Provision, the Grievance Procedure shall start at Level III, with fifteen (15) days allowed for the Administrator, Labor Relations, or designee to render a decision.

ARTICLE 16 – HOLIDAYS

1. **Scheduled Holidays:** The District agrees to provide all employees in the Operations Unit with the following paid holidays:

   Effective starting the 2022-2023 school year, add Juneteenth to the list of Scheduled Holidays.

   New Year's Day
   Martin Luther King Day
   Lincoln's Birthday
   Washington's Birthday
   Spring Vacation Day
   Juneteenth Day
   Independence Day
   Labor Day
   *** Admission Day**
   Veteran's Day
   Thanksgiving Day –
   (The Thursday proclaimed by the President and the following Friday)
   Christmas Eve
   Christmas Day

   ***NOTE:** School-day-only employees who work Admission Day will be granted one (1) additional day of pay, and that will be provided in their monthly salary computation. All others will have half of Admission Day added to the spring vacation and one-half day added to the Christmas Eve holiday, making them full-day holidays.

2. **Cesar Chavez:** A floating holiday in memory of Cesar Chavez will be provided to bargaining unit members to be taken with ten business days of advance notice prior to June 30 of each year and will not be unreasonably denied. The floating holiday will be discontinued if a scheduled holiday for Cesar Chavez is instituted. All employees that do not utilize the floating holiday by June 30th of each fiscal year will be compensated at the same rate for the floating holiday.

3. **Additional Holidays:** Every day declared by the President or Government of this state as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under Education Code Section 37220 or its successor shall be a paid holiday for all employees in the bargaining unit only if schools in the District are closed on the stipulated day.

4. **Holidays on Saturday or Sunday:** When a holiday falls on a Saturday, the preceding workday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday shall be deemed to be that holiday.

5. **Teacher Training Day:** Within the employee's duty year, any day granted as a teacher training day, teacher institute, or teacher-parent conference day, by whatever name for whatever purpose, is a regular workday for said classified employees.

6. **Holiday Eligibility:** Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday. Employees in the bargaining unit who are not normally assigned to duty during the school holidays, December 25 and January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

ARTICLE 17 – HOURS

1. The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8) hours. Employees shall receive as much time as possible but at least a two-week notice of any change in starting and/or quitting times or workdays, unless unexpected circumstances require such change, or it is mutually agreed to between the District and the employee/Union. The scheduling of the hours and the workdays shall be at the sole discretion of the District management. Prior to the mandatory changing of hours/days the District may offer the new scheduled changes to volunteers first. In the event the need is not filled by volunteers, the District may implement the necessary changes by assigning the least senior employee in the department/site to cover the change in scheduling.

2. Notwithstanding the first and seventh paragraphs of this article, the workweek for any unit member having an average workday of four (4) hours of more during the workweek shall consist of no more than five (5) consecutive working days. Such an employee shall be compensated for any work required to be performed on the sixth (6th) and seventh (7th) day following the commencement of the workweek at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work.

3. All unit members who have a duty day of six (6) hours or more shall be entitled to a duty-free lunch period of thirty (30) minutes per day. If an employee is called back during lunch, employee and Site Administrator or designee shall jointly decide how to attain the time lost (i.e. Regular Pay or Overtime Pay, or Comp Time).

4. The scheduling of workdays shall be as established by the District.

5. **Holiday Eligibility:** All unit members shall be entitled to the paid holidays as listed in Article 16, Holidays, provided the unit members are in paid status during the working day immediately preceding or the working day succeeding the holiday.

   A. Regular unit members, who are not normally assigned to duty during the holidays of December 25 and January 1, shall be paid for those (2) holidays provided that they were in paid status during the workday of their normal assignment immediately

preceding or succeeding the holiday period.

B. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holidays, they shall be paid compensation, or given compensatory time off for such work in addition to regular pay received for the holiday, at the rate of time-and-one-half (1½) their regular pay.

6. **Rest Period:** All full-time bargaining unit member will be granted a paid rest period of fifteen (15) minutes after the second (2nd) and sixth (6th) hours of work as scheduled by the District. In addition to rest periods, all full-time bargaining unit members will be granted an unpaid duty-free lunch period of thirty (30) minutes by the 5th hour of work as scheduled by the District.

7. **Overtime:**

A. The District will provide compensation or compensatory time off for overtime. The rate of pay or the number of compensatory hours off will be equal to one-and-one-half (1½) times the regular rate of pay for the number of hours worked for the unit member designated by the District and authorized to perform overtime. When the method of compensatory time off is used as an alternative to overtime compensation, it will be reflected on the employee's payroll check or another method such as Lawson that allows review of usage, accumulation, and distribution of the hours. The current site form used to request vacation hours will be amended to reflect the option of compensatory time for tracking purposes. Upon termination or resignation from the District, any accrued compensatory time will be paid to the employee at the appropriate rate it was accumulated in the same manner as vacation hours.

B. Overtime is any time required to be worked in excess of eight (8) hours in any one workday or any time in excess of forty (40) hours in any calendar week. This provision does not apply to unit member whose regular workday is less than eight (8) hours, or whose workweek is less than forty (40) hours. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, sick leave, vacation, compensated time off or other paid leave of absence, shall be considered as time worked by the unit member. The designation, authorization and allocation of any overtime shall rest solely with the District Management.

The District and the Union recognizes that mandatory overtime is not desirable and represents a burden on the Employee. Acceptance of overtime and shifts beyond the Employee's schedule shall be voluntary and in accordance with state law or regulations, except where an internal or external emergency declared by state,

local or federal government or declared by the administrator on duty. An external or internal emergency, for the purposes of this section, is defined as an unexpected situation of sudden occurrence of a serious and urgent nature that demands immediate attention, such as an unpredictable or unavoidable occurrence at unscheduled or unpredictable intervals relating to natural disasters, situations of mass casualties or an internal emergency endangering students or employees such as fire, structural collapse, bomb threats, hazardous material spills or any other unanticipated event that would result in the safety of students or employees injured.

The allocation of planned overtime shall be distributed by seniority at each site/department on a rotating basis. Permanent and Probationary District employees will be offered overtime work before substitutes or extra help with equity among permanent and probationary District employees before substitutes or extra help. Each site/department shall post the seniority list which will also list who worked the overtime and who rejected the extra work. This list shall include the date(s) and hour worked and will also show who is next on the overtime list. The site/department will maintain an availability list and will attempt to cover any additional hours from such list, subject to competency, in accordance with the steps below. Regular Full- time Employees will be placed on the availability list to be selected in seniority order using their date of hire within the site/department. Part-time Employees will be placed on the availability list after all Regular Full-time.

C. Availability List: The worksite/classification specific volunteer availability list will be posted and maintained by employees in the school/worksite or the managing office, whichever is appropriate. Employees will be responsible to maintain the accuracy of their availability and desire to be considered for additional hours.

D. Straight Time: Additional hours shall first be offered on a rotational basis beginning with the most senior employee from the volunteer availability list who has the necessary competency and whose acceptance of such additional hours will not result in overtime. Straight time hours will be distributed starting with the senior-most volunteer and continue down the seniority list, so that no employee works more than one additional shift without all employees on the list offered the opportunity to work an additional shift. If the senior-most competent volunteer is not available, the Employer will proceed down the list in seniority order until the additional straight time hours are covered.

E. Overtime: If the Employer is unable to cover the additional hours without incurring overtime, then such additional overtime hours will be offered on a rotational basis beginning with the most senior employee from the availability list who has the necessary competency. If the senior-most competent volunteer is not

available, the Employer will proceed down the seniority list, so that no employee works more than one additional overtime shift without all employees on the list offered the opportunity to work an additional overtime shift.

**Transportation will follow the process defined below.

Transportation will distribute overtime with the following language:

F. Scheduled/Predictable Overtime: For overtime/additional hours that arise 24 hours or later from the time of its occurrence, the additional overtime hours as defined in this section, will be posted in bus drivers breakroom the day before. The Transportation Department will distribute the overtime hours on a rotational basis beginning with the most senior employee from the availability list who has the necessary competency to perform the duties. If the senior-most competent volunteer is not available, the Employer will proceed down the seniority list, so that no employee works more than one additional overtime shift without all employees on the list offered the opportunity to work an additional overtime shift.

- Once a driver has accepted and been scheduled a "predictable" overtime shift for a specific date, they will be placed at the bottom of the "emergent" (daily) availability list on the same date.
- In the event a driver that has accepted and been scheduled a "predictable" overtime shift for a specific date and cancelled their assigned shift on the day it is assigned, they will not be eligible to sign up for the "emergent" (daily) availability list on that date.
- For trips scheduled on Weekends (Saturday & Sunday), the department will post the available additional overtime hours on the Thursday preceding the scheduled need.
- The daily distribution and turndown assignments of overtime records will be maintained by the Transportation Department ("Department"). The Department will document the date an employee has accepted an overtime shift and if refused, the department will maintain records of incoming trips that qualify for the unscheduled/emergent and scheduled/predictable distribution list, to include documenting the date and time the trip was received from the originating site and will update the list on a daily basis, in addition the department will document a date of acceptance or refusal.
- In addition, the district will require employees to sign a form that they received or turned down the offer of overtime and maintain these records for six months.
- Documentation will be sent to the Union as requested.

Unscheduled/Emergent Overtime/Additional Hours: For unpredictable occurrences such as sick call, bus malfunctions, or

other unanticipated occurrences where there is an emergent need to staff overtime/additional hours within twenty-four (24) hours of its occurrence these hours will be distributed from the daily availability list as follows:

- On a rotational basis beginning with the most senior employee from the daily availability list who has the necessary competency to perform the duties, drivers that have accepted a Scheduled/Predictable Overtime assignment on the same day will be placed at the bottom of the list,
- If the senior-most competent volunteer is not available, the Employer will proceed down the seniority list of volunteers, so that no employee (who does not have a conflicting assignment/drive time) works more than one additional overtime shift without all employees on the daily availability list offered the opportunity to work an additional overtime shift.
- In the event that the District still requires additional coverage to fulfill the remaining available overtime needs, they will solicit volunteers from the "Scheduled/Predictable Overtime" list by Seniority allowing a driver to have a second trip, until the needs of the department have been met.

G. Team Driver Assignment:
Each High School will have one (1) Team Driver assigned to it. Team Driver's will be selected by asking each Driver (by seniority ranking), until one (1) driver accepts the offer.

Team Driver assignments are strictly sports and will stay with their individual team assignments. Exceptions could be: Time factors (including on duty hours) and geographic locations.

As available, Team Drivers will be provided with an advance list of all available sports for their assigned high school and choose which trips they will select to keep. The trips that are turned down will be added to the scheduled/predictable list for distribution.

Team Drivers who are assigned to team sports shall remain in an overtime pool amongst themselves.

8. **Adjustment of Assigned Time:** Any employee in the bargaining unit who is required to work an average of thirty (30) minutes or more per day in excess of the employee's regular part time assignment for a period of twenty (20) consecutive working days or more shall have their assignment adjusted upward to reflect the longer hours, effective with the next pay period.

A. Alternative Work Week: The District will not implement either ten (10) or twelve (12) hour shifts in any unit without written notification to the Union.

9. **Overtime Pay/Compensatory Time Off**

A. Bus drivers may accumulate up to a maximum of one hundred sixty (160) hours of overtime pay/compensatory time off as computed per this article for use as time off subject to approval by management. Once the maximum allowed hours of Compensatory Time Off have been accumulated, the District will pay-overtime at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work. Time off time may be taken when school is not in session subject to the approval of management for twelve (12) month employees. In the event of twelve (12) month employee has been denied vacation time to deplete their Overtime Pay/Compensatory Time Off, all Overtime Pay/Compensatory Time will be paid out to the employee on the first full payroll period in August of each year. For 10-month employees, all Overtime Pay/Compensatory time will be paid out to the employees at the end of their 10-month assignment under the same process as their vacation accrual distribution.

B. Custodians, and gardeners may accumulate up to a maximum of eighty (80) hours over time pay/compensation time off as computed per this article for use as time off during school summer vacation subject to approval by management. Once the maximum allowed hours of Compensatory Time Off have been accumulated, the District will pay overtime at a rate equal to one-and-one half (1½) times the regular rate of pay of the employee designated by the District and authorized to perform the work. This time off will be allowed if it is considered by management to be operationally feasible. The feasibility as determined by management is not grievable under the Grievance Procedure Article. Compensatory time may be taken when school is not in session subject to the approval of management for twelve (12) month employees. In the event a twelve (12) month employee has been denied compensatory time off to deplete their Overtime Pay/Compensatory Time Off, all Overtime Pay/Compensatory Time will be paid out to the employee on the first full payroll period in August of each year.

C. Warehouse persons may accumulate up to a maximum of eighty (80) hours of overtime pay/compensatory time off as computed per this article for use throughout the school year as time off subject to approval by management. This time off will be allowed if it is considered by management to be operationally feasible. The feasibility as determined by management is not grievable under the Grievance Procedure Article. Time off may be taken when school is not in session subject to the approval of management for twelve (12) month employees. In the event a twelve (12) month employee has been denied time off to deplete their Overtime Pay/Compensatory Time Off, all Overtime Pay/Compensatory Time will be paid out to the employee on the first full payroll period in August of each year.

D. Overtime, Reimbursements and Payroll Errors: The District will make every reasonable effort to pay overtime, reimbursements and verified payroll errors by the next pay period. Any delay in excess of

two pay periods is subject to the grievance article.

10. **Early Shifts:** Any custodial shift that starts between 12:30 p.m. and 4:00 p.m. will be filled by a list of volunteers strictly by seniority.

11. **Minimum Call-in and Call-back Time:** Any employee called in to work on a day when the employee is not scheduled to work, and any employee called back to work after they have completed their regular assignment/contract time, shall be compensated at least two (2) hours of work at the overtime rate.

    A. Call Up: Any employee contacted by telephone or text about work, with the exception for contracts pursuant to scheduled/predictable and/or on emergent assignment(s), from a dispatcher or supervisor and said employee responds to the call or text and is not on duty for FUSD, shall be compensated at a rate of one-half (1/2) hour per call, or actual time if the call is longer than one-half (1/2) hour, based on the employee's regular hourly rate. If the call results in the employee working more than eight (8) hours in the day or forty (40) hours in the week, the employees shall be compensated at the overtime rate. The employee will submit a form to supervisor for compensation.

12. Except for student safety, within the classification, the District will assign all work assignments, Driver Routes, and new equipment/vehicles distribution by bargaining unit seniority as defined in this Agreement per Article 3, Seniority. Student safety issues will be reviewed by the Routing Committee.

    Management will inform Employees in Grounds and Warehouse when work assignments become available to allow interested employees to sign up for selection. Work Assignments on an open position(s), will be made by Seniority to the most senior employee with the qualifications required for the position. The parties recognize that from time-to-time issues may arise not covered by this agreement and agree that if seniority can resolve the issue it may be applied as a resolution.

13. Any temporary openings in positions which are more than four (4) hours will be offered by seniority to permanent SEIU 521 members who are within the same classification but who are working less than four (4) hours. This shall be site and/or department specific and will be done without a change to that employee's current benefit status. If there are no employees meeting those qualifications at the site/department or wanting the increased hours of work, the District will offer the hours to other sites/departments with permanent SEIU 521 members who are within the same classification but are working less than four (4) hours. If there are no employees meeting those qualifications at other sites/departments within the same classifications or wanting the increased hours of work, the District will offer the hours to other sites/departments with lower grade or classification permanent SEIU 521 members but are working less than four (4) hours. If there are no employees meeting those qualifications or

wanting the increased hours of work, the District may elect to fill the position with a substitute worker until the position is advertised and the interview process is completed. When a substitute employee is used to fill said position, the District shall notify SEIU prior to that employee beginning work.

14. **Transportation Assignments, Route Bidding & Hours**

A. DEFINITIONS. For purposes of this section (14.) the following definitions apply:

1. "Assignments:" means any scheduled work issued by the Director of Transportation or designee to qualified bus drivers within their job description and contracted time.

2. "Trips:" means additional driving assignments outside of bus drivers' contracted Time (i.e. overtime and additional hours).

B. TRANSPORTATION ROUTE BIDDING

Notification of Route Assignment: The Transportation Department shall notify each employee and the Union of the date for the route bidding, thirty (30) days prior to the start of the school year.

1. **Process**

a. Routes shall be posted in the Transportation Break Room at least twelve (12) business days prior to the start of the new school year for bus driver review. The Routes shall reflect an eight (8) hour scheduled day with any stand-by time included in the Routes being bid on. Bus Drivers are expected to be available and must accept additional assignments that fall within their 8 hours of contracted time on a daily basis. Assignments will not force employees into overtime.

b. Drivers shall select their routes seven (7) business days prior to the start of the new school year. Drivers will be paid two (2) hours of their regular rate of pay. Any bid rejected by management will be explained to the individual driver and at that point the driver shall receive five (5) additional minutes for route selection.

c. The Union may be present during the route bidding process.

d. The bidding process will be at five (5) minute intervals beginning with the most senior person in that FTE classification.

e. Absentee Bid – Any employee who is unable to submit their bid in person may give a proxy letter allowing another person to select a route for the employee. This process is not grievable.

f. Reassignment – Fresno Unified reserves the right to add, delete and/or remove individual stops from a route to accommodate student safety and/or as a result of disciplinary action.

h. After consulting with the Routing Committee, routes may be

adjusted due to site requests, lack of ridership, and/or should the estimate route times not reflect the actual time the route takes.

1. The Routing Committee shall consist of five members selected by SEIU who meet with management's designated representatives. Routing Committee members are paid their regular hourly rate for time served on the Routing Committee.

i. Drivers that have been removed from a route for reasons of progressive discipline will be disallowed from bidding on said route for the current and following year.

j. Unassigned Routes and Any remaining unassigned routes will be assigned within the employees FTE classification. These assignments shall not be grievable.

k. Route Openings – Following this process, if a route becomes open for any reason, it shall be posted and offered to the next most senior individual within the FTE classification. Routes that become vacant through this process will be offered up to two times by seniority and then assigned by Management.

15. **BUS PARK-OUTS**

Section 1 – "PARK-OUT" DEFINED

"Park-Out" shall define a situation in which an employee request to keep the bus assigned to the employee during their daily down time. The Bus Driver will return the bus to the yard at the end of their shift.

Section 2 – DESIGNATION OF "PARK-OUT"

The District shall unilaterally designate a "Park-Out" as long as the bus remains within the District boundaries. This seems the District will decide this question in each instance, exercising its honest business judgment as to the economics, vehicle security and other relevant factors, but it may also consider the wishes of an employee. If an employee loses the "Park-Out" privilege, they can request to meet with the Transportation Director to Appeal the decision.

ARTICLE 18 – LEAVE POSITIONS & COMPELLING PERSONAL IMPORTANCE

The benefits which are expressly provided by this article are the sole benefits which are part of this collective bargaining agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly in this Agreement, nor are such other benefits subject to the Grievance Procedure.

1. **Adoptive Leave:**

A bargaining unit member, upon receipt of notification of adoption shall be allowed to utilize accrued sick leave for adoption leave for a period of adjustment within the family unit. The unit member shall notify the

immediate supervisor of intent to implement this benefit. The notice shall include the beginning and ending dates for the leave. Leave pursuant to this section shall not exceed 20 working days. This provision is limited to only one bargaining unit member of a family for each adoption.

2. **Bereavement Leave:**

   A. Every bargaining unit member is entitled to leave of absence, not to exceed five (5) days on account of the death of any member of the employee's immediate family.

   B. No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of Education Code or provided by the Governing Board of the District.

   C. Members of the immediate family, as used in this section, means the mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, stepmother, stepfather, stepchild, of the employee or the spouse or any relative living in the immediate household of the employee.

   D. In cases of death of members of the family not included as "members of the immediate family", see Personal Necessity Leave.

3. **Industrial Accident or Illness Leave:**

Pursuant to the provisions of Education Code Section 45192, employees who are a part of the Classified Service shall be provided leave of absence for industrial accident or illness under the following rules and regulations:

   A. The accident or illness must have arisen out of or in the course of the employment of the employee and must be accepted as a compensable workers compensation claim by Risk Management Office.

   B. Maximum allowable leave shall be for sixty (60) working days in any one fiscal year for the same accident.

   C. Allowable leave shall not be accumulative from year to year.

   D. The leave under these rules and regulations shall commence on the first day of absence.

   E. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers compensation laws of this State, exceed the average daily wage.

   F. Industrial accident or illness leave will be reduced by one day for each day of authorization absence regardless of a compensation award made under the workers compensation laws.

G. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due to the same illness or injury.

H. When entitled to industrial accident or illness leave has been exhausted, entitlement of other sick leave will then be used; but, if an employee is receiving workers compensation, the employee shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers compensation award, provides for a full day's wage or salary.

I. When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of their position, the employee shall be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, the employee shall be employed in a vacant position in the class of the employees' previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the employee shall be listed in accordance with appropriate seniority regulations.

J. The benefits provided by these rules and regulations shall be applicable only for those employees who have completed one or more continuous years of service with that District.

K. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment, shall be dismissed.

L. Any employee receiving benefits as a result of these rules and regulations shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the State.

M. The expressed authorization of requirements of these rules and regulations shall not deprive the governing board of the power to grant additional leave pursuant to the provisions of Education Code Section 45190, if circumstances should warrant.

N. Employees on Industrial Leave shall accrue applicable vacation, sick leave and health and welfare benefits.

4. **Legal Commitments and Transactions (Jury Duty):**

A. In the event that classified employees should be summoned to appear for jury duty or as a witness in court other than as a litigant, or summoned to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, the District shall grant

leaves of absence to employees under the above conditions and shall pay the difference between the employee's regular earnings and any amount the employee receives for jury or witness fees.

B. In order to implement proper payment, the principal or department head shall notify the Payroll Department immediately upon return of the employee of the amount received daily for jury or witness fees. This information is to be transmitted with the absence blank.

C. Employees who report to jury duty, shall be relieved from work for the day/night shift.

5. **Military Leave:**

A. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

6. **Parental Leave of Absence:**

A. A parental leave of absence without pay shall be granted to a classified employee for the purpose of child rearing as follows:

1) A classified employee who is pregnant shall be entitled upon request to maternity leave for a maximum of one (1) year. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the employee's leave is to begin. The employee shall include with such notice either a physician's statement certifying the pregnancy or a copy of the birth certificate of the employee's child, whichever is applicable. An employee who is pregnant may continue in active employment throughout the pregnancy as long as the employee is able to properly perform the required functions.

2) Any classified employee shall be entitled upon request to a one-year parental leave of absence to begin immediately after the birth of their child, or after receiving de facto and/or de jure custody of any infant child (i.e., three years of age or less) or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption.

3) Employees who are parents and/or guardians, or who have received de facto and/or de jure custody of physically and/or mentally disabled children shall, upon request, be entitled to a leave of absence for a maximum of one year.

4) If a child five (5) years of age or less becomes physically and/or mentally disabled, the provisions of "2)" and "3)" above shall be applied for employees eligible under those provisions to care for said child.

5) Any classified employee with a child five (5) years of age to

eighteen (18) years of age that becomes physically and/or mentally disabled, shall be entitled upon request to three (3) months of parental leave of absence.

B. Notification of Return to Active Employment:

1) If any classified employee who has been on parental leave less than one year notifies the Superintendent of their desire to terminate their leave and to return to active employment within sixty (60) days after the termination of pregnancy for any reason, the acquisition of de facto custody of an infant child, the birth of their child, or the commencement of the leave, whichever is later, said employee shall within seven (7) days after receipt of the notice be assigned to the same position which the employee held at the time the leave commenced, or if that position is no longer in existence, to a substantially equivalent position. A substitute employee will be hired during the classified employee's absence to assure job availability for the classified employee. Upon the employee's return, said employee shall be entitled to all benefits and/or considerations to which employees are normally entitled upon return from a parental leave of absence without pay.

2) While on parental leave, a classified employee shall have the option to remain an active participant in the fringe benefit programs by contributing the full premium amount necessary for those actively employed. It is understood that such participation in the Public Employees Retirement System is subject to that agency's eligibility requirements.

3) All assignment rights for persons returning from parental leave shall be subject to the then existent District provisions for assignment and transfer.

7. **Peace Corps Leave:**

A. Definition: A Peace Corps leave of absence is one granted to permit an employee to accept an appointment to serve in the Peace Corps. Formal request for a Peace Corps Leave shall be made after acceptance by the Peace Corps and determination of probable dates of beginning and end of leave.

B. Eligibility Requirements: A regular classified employee may be granted a Peace Corps Leave at any time.

C. Length of Leave: Leaves for service in the Peace Corps shall be granted for a period of two (2) years only.

D. **Effect on Benefits:**

1) **Step Advance:** When acceptable evidence of satisfactory Peace Corps Service is presented, credit is allowed for a maximum of two (2) years on the same basis as though such

experience were an assignment to active service with the Fresno Unified School District.

2) **Retirement:** Service on a Peace Corps Leave is not creditable for retirement purposes, and no retirement contributions are required.

3) **Other:** No other benefits (vacation, accumulated illness, etc.) shall accrue during the period served on a Peace Corps Leave. Earned vacation maybe taken either prior to or after return from the Peace Corps Leave.

E. **Request Procedure:**
After acceptance by the Peace Corps, request for leave should be filed with the Division of Human Resources/Labor Relations.

8. **Personal Necessity Leave and Personal Business Day:**
To comply with Education Code Section 45207, a classified employee of the District may use their accumulated sick leave acquired under the provisions of the article on "Sick Leave" in this Agreement in cases of personal emergency or necessity. Use of sick leave under this article of "leave of personal use" is limited to ten (10) days in any school year.

A. Personal Necessity Leave shall be charged to sick leave. Reasons which shall be considered as personal necessity under these rules and regulations are:

1) Death of a member of the immediate family – the "immediate family" as used in this section means the mother, mother-in-law, father, father-in-law, husband, wife, son, son-in-law, daughter, daughter-in- law, brother, sister, grandmother, grandfather, grandchild, stepmother, stepfather, stepchild, of the employee or the spouse or any relative living in the immediate household of the employee. This applies after "Bereavement Leave" has been used.

2) Emergency or necessity leave may be granted to cover attendance at the funeral of a close relative but not included as a member of "immediate family" as defined in "1)" above. (It would include uncles, aunts, nieces, nephews, cousins, brother-in-law and sister-in-law.) Emergency Leave may also be granted for the funeral of a non- relative living in the immediate household.

3) Accident involving the employee's personal property or the person or the property of a member of the employee's immediate family as defined in "1)" above, and of such emergency nature that the immediate presence of the employee is required during the employees' workday.

4) Appearance in court as a litigant or as a witness under an

official order.

5) An illness or an unusual circumstance involving a member of the employee's immediate family as defined in "1)" above, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during the employees' assigned hours of service.

6) The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during the assigned hours of service. Prior request for personal necessity leave, when reasonable, shall be submitted in writing and transmitted by the supervisor to the District Office. Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

B. **Personal Business Day (PBD)**

1) Personal Business Day Leave shall be charged to sick leave. A maximum of two (2) days of accumulated leave may be used in any school year for reasons of personal Business Day. These days are to be part of the total of ten (10) days pursuant to this article.

2) Prior request for personal business day shall be submitted in writing and transmitted by the supervisor without comment to the District Office, or the request may be given directly to the Assistant to the Superintendent. Denials of request for personal business day leave may be appealed to the Superintendent or their designee, whose decision shall be final.

Such written request should be made within five (5) days upon return to duty if the employee is unable to file prior to departure from duty.

C. Personal Necessity Leave or Personal Business Day Leave will be charged to the employee's accumulated sick leave. The request should set forth the specific facts constituting the emergency or necessity and the need for the employees' presence away from the employee's place of employment.

9. **Personal or Family Emergency Leave:**

A. Upon the recommendation of the Superintendent, the Board of Education may grant a leave of absence to a permanent classified employee when compelled to be absent from the employee's duties due to a personal or family emergency that is considered by the Superintendent to be of such a nature to render the employee unable to perform duties. Reasons for such a leave could include, but are not limited to, severe illness of a member of the family or

close relative, need for the presence of the employee out of the area for legal purposes, head of household responsibilities and quarantine. Such leave may be granted for a period not to exceed one (1) year and shall be without compensation.

B. Employees should request such leave in writing to the Division of Human Resources/Labor Relations allowing sufficient time for action whenever possible.

C. While on authorized leave, the position held by the classified employee will be filled by giving preference to the most senior qualified employee from the previous lower classification within that school/worksite. Management shall consider documented employee performance issues and/or licensing issues when determining whether an employee is qualified to fil the temporary vacancy.

D. Should the employee on leave not return to their position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating their employment.

10. **Pregnancy Disability Leave:**
A pregnant classified employee who has not received leave as provided under the "Parental Leave" article of this Agreement is entitled to utilize accrued sick leave days and/or sub-deduct days for pregnancy disability subject to the following conditions:

A. Sick leave shall apply only to those days of absence during which the classified employee is actually unable to perform their assigned duties because of disability arising from pregnancy, childbirth, miscarriage, and/or recovery therefrom.

B. The District may require the classified employee to file a physician's verification which clearly states the employee was incapable of meeting their normal work assignment.

C. Within seven (7) calendar days after the termination of the leave, the classified employee shall submit a physician's written health evaluation including the reasons the employee was disabled during the period of absence. The District may require additional physician statements or reevaluation of the classified employee by their physician. (Any additional statements required shall be at District expense.)

11. **Sick Leave:**
A. Leave of absence for illness or injury: An employee employed five (5) days a week by the school District shall be granted twelve (12) days leave of absence for illness or injury, exclusive of all days the

employee is not required to render service to the District, with full pay for a fiscal year of service.

B. An employee employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months the employee is employed bears to twelve (12).

C. An employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that proportion of twelve (12) days leave of absence of illness or injury as the number of days the employee is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

D. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during that day of illness.

E. At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave, and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

F. Illness as a result of pregnancy shall be treated as an illness for the purpose of sick leave.

G. If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.

H. As required, the District shall convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.

I. Any classified employee who is absent due to illness or injury more than five (5) consecutive days is required to submit a written statement from a licensed physician, on the prescribed District form to Division of Human Resources, verifying that absence was due to illness or injury and the employee is physically able to return to work.

J. Whenever an employee's quarterly sick leave usage rate exceeds twice the District's average usage rate for the previous fiscal year, at the request of the immediate supervisor and upon the approval of the Associate Superintendent, Division of Human

Resources/Labor Relations, the District may require an employee to furnish proof of illness, except when such illness long term (in excess of five days) or as provided for elsewhere in this article, i.e. Personal Necessity Leave, Bereavement Leave, Industrial Accident or Illness Leave, Jury Duty and Parental Leave of Absence.

The District's quarterly average usage rate shall be determined by dividing the previous year's average by four (4).

An employee on an absence verification status may request to have this requirement rescinded after completing three months with two or less absences.

K. If an employee exhausts all of their earned sick leave provided in this section, the employee shall be required to utilize and exhaust all accumulated compensatory time, vacation, or other available paid leave prior to utilizing any long-term accident or illness leave whether the leave is short-term or long-term, as provided by law. (Education Code Sections 45192 & 45196).

L. When a PC calls in sick or Personal Necessity (PHN) the employee needs to call the Operations sub desk and school site.

12. **Travel Leave:**

A. Upon the recommendation of the Superintendent, the Board of Education may grant a classified employee (with at least five years of credited service) a leave for purposes of travel for personal enlightenment, or to accompany a spouse, for a period not to exceed one (1) year. Such leave shall be without compensation.

B. Employees should request such leave in writing to the Division of Human Resources/Labor Relations allowing sufficient time for consideration and action. While on (authorized) leave, the position held by the classified employee will be filled by a substitute or temporary employee. Should the employee on leave not return to their position on the date agreed upon in the written grant of leave of absence, the position shall be considered open and the employee shall be terminated for cause (unexcused absence and/or abandonment of position) unless a resignation is received from the employee voluntarily terminating their employment.

13. **Special Leave – Public Office:**

Unpaid leave of absence shall be granted to a bargaining unit member who is an elected full-time member of any State, Federal or local government office. This leave permits return to an open position which the unit member has previously worked within the District including the specific position from which the leave was taken. This leave expires six (6) months after the elected official leaves office, and if the employee has not returned to work in the District, the employee shall be deemed to have resigned from the District.

14. **Study/Retraining Leave:** A leave of absence for study/re-training may be granted at the option of the Board to any member of the bargaining unit.

A. **Six (6) Month Periods:** Such leave of absence may be taken in separate six (6) month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the authorized separate periods shall comprise a part of the service required for a subsequent leave of absence for study or retraining purpose.

B. **Restrictions:**

1) Study leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding granting of the leave.

2) Retraining leave cannot be granted to an individual who has not served at least three (3) consecutive years preceding the granting of the leave.

3) No more than one study leave of absence shall be granted in each three (3) year period.

4) No more than one retraining leave of absence shall be granted in each three (3) year period.

15. **Unauthorized Leave:**

A. Unauthorized leave is defined as absence from regularly assigned duties that are not in conformance with any leave provisions contained within this Agreement or without prior official approval of the District. Such unauthorized leave may include, but is not limited to, collective refusals to provide service, unauthorized use of sick leave, unauthorized use of other leave benefits and nonattendance at required meetings.

B. Absence that is determined to constitute unauthorized leave may result in the initiation of such disciplinary action as may be deemed appropriate.

C. The Superintendent or the supervisor of the employee may require a physician's or other verification as to an employee's claimed reason for absence in any situation in which it is believed that no valid grounds exist for the employee's claim for absence. Such verification shall be made within five (5) days of the absence.

16. **Catastrophic Leave:**

In order to be considered catastrophically ill or injured within the context of this program, a permanent employee must meet all of the

following conditions:

A. At the beginning of each pay period, a catastrophically ill/injured permanent employee must use all sick and vacation leave credits accrued during the previous pay period before hours will be transferred.

B. For the catastrophic leave section only, "eligible leave credits" means vacation leave and sick leave.

C. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended time that creates a financial hardship for the employee because the employee has exhausted all of their leave and other paid time off.

D. Such illness or injury is expected to incapacitate the permanent employee and prevent the permanent employee from returning to work for at least calendar 30 days.

E. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all the following requirements are met:

1) The employee must be off work (not actually rendering service to the District) for purposes of caring for a seriously ill parent, child, spouse or domestic partner due to a personal serious health condition. According to *Government Code Section 12945.2, subdivision (c) (1),* "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis to the employee when the employee was a child. "Domestic partner" is defined by the State of California under *Family Code Section 297.* These definitions, as set forth above, shall apply to determine whether the employee qualifies to use donated leave.

2) Employee must provide certification from a health care provider regarding (1) the date on which the catastrophic illness or injury commenced and (2) the probable duration of the condition whether for the employee of family member, as described above. In cases where the leave is for the employee, also will include a statement that the employee is unable to perform the functions of the employees' position.

3) If an extension of time is required it shall be approved, after

receipt of appropriate medical documentation which states that the member's participation continues to be warranted.

4) The Superintendent or designee may require an employee to visit a physician selected by the District and at the District's expense in order to receive a report on the medical condition of the employee.

The report shall include a statement as to the employee's need for further leave of absence and a prognosis for when the employee will be able to return to work. If the report concludes that the employee's condition does not warrant continued absence, the Superintendent or designee, after giving notice to the employee, may deny further leave. (AR 4261.1)

Procedure for Application for Catastrophic Leave:

A. A permanent employee must complete a prescribed application form and return it to the Division of Human Resources/Labor Relations together with supporting medical documentation.

B. The Division of Human Resources/Labor Relations shall review these materials and render a decision as to whether or not employee is eligible for such leave.

C. In order to continue to qualify for catastrophic leave, the employee who has been determined to be catastrophically ill/injured may be required (1) to submit to specified examination and/or (2) to supply further documentation, as to eligibility.

D. If a permanent employee is determined not to be eligible, the permanent employee shall have the right to appeal the decision to the Superintendent. The Division of Human Resources/Labor Relations will provide the permanent employee with the written reasons for denial and the procedure for appeal.

Procedure for Donating Sick/Vacation Leave:

A. Employees wishing to donate sick/vacation leave shall complete a donation form designating the case number and the number of days/hours they intend to donate.

B. The Division of Human Resources/Labor Relations shall receive these forms and develop a list of donors in order of receipt of the forms. Forms received on the same date will be listed in order of opening and listing the donor. The list of intended donors as well as the list of actual donors will remain confidential to the extent practicable.

C. An eligible permanent employee may use donated hours from the date of certification of eligibility back to the date of application.

D. A permanent employee on catastrophic leave may not receive compensation from the District and/or benefits from public sources that exceed 100% of the permanent employee's regular compensation.

Miscellaneous

A. Time that was donated but was not used shall be returned to the member who donated the hours by starting with the last member(s) who donated the hours.

1) If the transfer of eligible sick leave/vacation credits is approved by the Division of Human Resources/Labor Relations an employee may, upon written notice to the District, donate eligible leave credits at a minimum of one (1) day as defined by the number of hours the donating employee works during a regular contracted day and in hour increments thereafter.

2) The maximum amount of time for which donated leave credits may be used, but not to exceed use of maximum period of twelve (12) consecutive months.

3) Donating leave to another employee shall not otherwise preclude eligibility of P.A.D. incentive.

4) An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

1. The District shall make a copy of the agreement available on the District's website and publish and provide copies of the contract, as needed, for bargaining unit members upon request.

2. The District agrees to provide the full cost of any medical examination required as a condition of continued employment, including, but not limited to, the provisions outlined in the Educational Code.

3. If merit and ability are relatively equal as determined at the sole discretion of management, seniority shall prevail in the assignment of bus drivers to the bus shed during the summer months. Seniority in the Transportation Department shall be established solely on the date of hire in Transportation.

4. Meeting that standards of expectations as used in Agreement shall be defined as not having a "Need to Improve" on their most recent evaluation. Sections 13.3 (Evaluation) and Article 23 (Promotion) will apply in the definition of standards of expectations.

5. Any examinations or testing required by the District shall be done on paid

time. This time will not be deducted in any way from the employee. It is the employee's responsibility to maintain current licenses. The following process will be followed:

a) Employee must give supervisor advance notice of not less than five (5) working days to take DMV physical for medical renew certification.

b) An employee shall be permitted District paid time to take medical physical examination for DMV medical card renewal.

c) If less than five (5) working days' notice is given by employee, supervisor has the right to refuse employee's request and require employee to reschedule with department head approval. Upon approval by department head and circumstance permitting, exceptions can be made so as to not affect the department in a negative manner.

d) The District will provide additional District-paid time off beyond the initial visit to employee for submitting paperwork to DMV, to renew driver's license or medical cards upon immediate supervisor approval.

e) Employee will be permitted District paid time to participate in other District employment procedures during working hours.

6. If merit and ability are relatively equal as determined by management, seniority shall prevail in open assignments within the same classification at worksite/department, e.g., custodial, transportation, warehouse, gardening.

7. State Unemployment Insurance: Entitlement to State Unemployment Insurance Benefits (UIB) shall be subject to applicable law. The parties understand this provision has no binding effect on the Employment Development Department (EDD) or other State or Federal agencies. The parties further understand neither the District nor the Union are legally obligated to provide employees representation at an EDD Hearing or similar administrative hearing related to UIB.

ARTICLE 20 – NONDISCRIMINATION

1. The Board of Education shall not illegally discriminate in regard to wages, hours, or terms and conditions of employment against any unit member on the basis of race, color, domicile, creed, age over 40, sex, pregnancy (including childbirth and breastfeeding), national origin, political affiliation, marital status (in hiring), physical handicap, physical or mental disability, sexual orientation, religion (including a religious dress and grooming practices), membership in an employee organization, genetic information, gender, gender identity, or gender expression, genetic predisposition, medical conditions, military and veteran status, sexual orientation, or participation in lawful activities of an employee organization or any other basis prescribed by federal or state law.

2. Employment application forms and oral interview procedures shall not refer to membership in or preference for employee organizations.

ARTICLE 21 – OVERPAYMENT

1. The parties recognize that on occasion employees may be overpaid wages or other compensation, as a result of error or other circumstances. The parties agree that a procedure is necessary to enable the District to recover overpaid amounts while also protecting employees from undue financial hardship. Both parties have the obligation to inform the other of overpayment.

2. In the event the District discovers an overpayment, it shall notify the employee in writing and in a timely manner of the amount and the reason it occurred. The District will in good faith, and insofar as practicable, notify the employee at least ten (10) calendar days prior to deducting the overpayment from the employee's compensation. If the employee agrees with the overpayment notice, he/she shall sign a statement authorizing the deduction and return it to the District. If the overpayment deduction creates a hardship on the employee, the Union and District will work out a repayment schedule with the employee. This repayment schedule may, at the employee's request, include utilizing (deducting) earned vacation and accrued compensatory time to offset the overpayment. If the District does not send notice within ten (10) calendar days, they cannot deduct the overpayment until the notice has been sent.

3. If the overpayment is $150.00 or less, the District may deduct the full amount from the employee's next payroll check. If the overpayment is greater than $150, deductions from future paychecks shall be made at the same rate the employee was overpaid unless both parties agree this process would cause an unreasonable hardship on the employee.

4. If the employee disputes the overpayment or the amount, he/she may file a grievance, commencing at Level III, within fifteen (15) business days of receipt of the notice of overpayment.

5. An arbitration award in the District's favor or the employee's failure to file a timely grievance on the issue of overpayment shall constitute full authorization for the District to make payroll deductions as provided above.

ARTICLE 22 – PAYROLL DEDUCTIONS

The District shall deduct Union membership dues and voluntary political contributions authorized by the employee as provided by the Union to the District. Deductions for dues and the Union's Committee on Political Education shall start the pay period after the District receives notification of the authorization. The District shall transmit such payment to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occur.

The Union agrees to defend, indemnify and hold harmless the District and its employees or agents, other than in cases of District negligence or misconduct, against claims of whatever nature arising out of deduction from employees' paychecks.

Requests to authorize dues and/or COPE deductions shall be directed to the Union rather than the District. Requests to revoke or change the authorization shall also be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has the authority to bind the Union, regarding whether authorization/revocation/change in deductions has been requested by the employee. The Union shall not provide the District a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

ARTICLE 23 – PROGRAM IMPLEMENTATION

Decisions of school site councils shall not be implemented by the District to be inconsistent with the terms of this agreement.

ARTICLE 24 – PROMOTION

Promotions within the bargaining unit shall be based on fair and objective criteria. The District will not change procedures used in the promotional process without discussions with the Union. The Union shall be invited to participate on the interview panel at least 3 days prior to the interviews and at least 4 days when possible. The interview panel shall be made up of four members, which will include the hiring manager and one (1) designated representative of the Union chosen by the Union if available, one (1) designated representative of management, and one (1) designated supervisor from the classification being interviewed. The panel members shall serve as unbiased and objective members who shall make a ranked recommendation to the hiring manager who shall make the final decision pursuant to Article 8, Section 1.

1. An employee, to be eligible for promotion, must meet the standards of expectations in all areas of their skill qualifications and personal qualifications. At the discretion of the Associate Superintendent of Human Resources/Labor Relations, exceptions may be made when the employee has received a "Needs to Improve" rating in "Observance of Work Hours".

   An employee receiving ratings less than "Satisfactory", who wishes to be considered for promotions, may request a review of their evaluation after six (6) months of the evaluation date. If standards have been met, the supervisor will notify the Associate Superintendent of Human Resources/Labor Relations, who will reinstate the employee.

   When permanent vacancies occur in Custodial, Gardening, or Warehouse Departments, first consideration will be given to qualified District employees.

   A. **Order of Applicant Consideration:** Applicants shall be

considered for interview in the following order:

B. **First:** Permanent bargaining unit members who meet the established qualifications shall be interviewed in groups of 15 or until a selection has been made. Once the top three (3) candidates have been ranked by the interview committee, a selection of one (1) of those three (3) candidates shall be selected by the Hiring Manager except under any of the following conditions:

1. There are less than 5 candidates
2. The top 3 candidates have formal disciplinary action (Letter of Reprimand, Memo of Concern or greater) or negative evaluation in the past 24 months
3. Are in the bottom 20% of attendance of the unit
4. Has been previously released from the position for which the candidate is interviewing

If no selection has been made in the first step, then the interview process proceeds to step 2.

C. **Second:** Probationary bargaining unit members who meet the established qualifications will interview in groups of 15 or until a selection has been made. Once the top three (3) candidates have been ranked by the interview committee a selection of one (1) of those three (3) candidates may be selected by the Hiring Manager. If no selection has been made or there are no applicants in the second step, then the interview process proceeds to step 3.

D. **Third:** The most senior Substitute Custodians that applied will be placed by seniority into open entry level custodian positions that are not filled by the first and second step.

E. **Fourth:** Non-bargaining unit members who meet the established qualifications (e.g., CSEA, Trades and others) shall be granted an interview.

F. The District will permit an employee to return to their former classification if the employee and the Division of HR/LR agree to do so within thirty (30) calendar days after acceptance of the new work assignment.

Employees being promoted from one classification to another shall be placed on the salary schedule on the step in the higher classification which provides a minimum of a five percent (5%) salary increase; however, under no circumstances will the resultant step placement be higher than the employee's current step. If maintaining the current step placement in the new classification does not reflect a five percent (5%) increase, the person shall receive a five percent (5%) adjustment and progress to the next step on the salary schedule the following year. Under no circumstances will compensation exceed Step 5 of the new salary range.

All classifications of employees in the unit will be placed on a probationary status upon appointment to a new assignment which is considered a promotion (Custodian to Gardener). The probationary period will be for six (6) months.

2. **"Acting" Plant Coordinator I:**
Time served as an "Acting" Plant Coordinator I will not be credited toward the requirements of serving one year as a Plant Coordinator I to meet the qualifications for a promotion, unless the applicant has served at the same site as an "Acting" Plant Coordinator I for a minimum of one year. Two months of continuous service as an "Acting" Plant Coordinator I will be credited toward the accumulation of one year's experience.

3. **"Acting" Plant Coordinator II:**
Time served as an "Acting" Plant Coordinator II will not be credited toward the requirements of serving one year as a Plant Coordinator II to meet the qualifications for a promotion, unless the applicant has served at the same site as an "Acting" Plant Coordinator II for a minimum of one year. Two months of continuous service as an "Acting" Plant Coordinator II will be credited toward the accumulation of one year's experience. Employee must be a Plant Coordinator I for two (2) years prior to being eligible for the "Acting" Plant Coordinator II eligibility list. Only employees in Plant Coordinator I positions accrue credit for Plant Coordinator II experience.

4. **Time Served Before Applying for Another Plant Coordinator Opening:**
An employee will have to serve for six (6) months in a new Plant Coordinator position at the employee's new site before consideration will be given for the promotional process.

5. Bargaining unit members shall have equal opportunity for intra-departmental cross training for higher classifications or to expand their skills in their current classifications. The District will provide a copy to the Union of the list of employees that have signed up for the intra-departmental cross training upon request.

6. As an opportunity for career advancement, the Transportation Department may select SEIU members to train as Bus Drivers at their then current daily rate including overtime if applicable. Permanent employees will receive training only outside of their normal work hours. Substitute employees are also eligible. Transportation retains the right to select SEIU members for training as Bus Drivers. The District will reimburse bus drivers for their required first aid and CHP training.

ARTICLE 25 – RECOGNITION

1. The District recognizes the Service Employees International Union, Local 521, CTW/CLC as the exclusive representative for that unit of employees recognized by the Public Employment Relations Board in the Certification of Representative form dated May 10, 1979, with modifications as agreed to by the District and the Union. That unit of employees is described below:

Auditorium Operations Manager	Grounds Maintenance Worker IV	Swimming Pool Operator
Bus Driver	Plant Coordinator I	Truck Driver
Custodian	Plant Coordinator II	Transportation Scheduler
Dispatcher	Lead Custodian	Warehouse Freezer Worker
District Courier	Physical Education Custodian	Warehouse Worker/Driver I
District Courier II	Relief Bus Driver	Warehouse Worker/Driver II
Grounds Maintenance Worker I	Senior Bus Driver/Team Bus Driver	Warehouse Worker/Trainee
Grounds Maintenance Worker II	Stadium Grounds Specialist	
Grounds Maintenance Worker III	Substitute Custodian	

And excluding all other employees, including substitutes, management, supervisory, confidential and non-classified employees. Also excluded are all part- time (not regular employees) and casual employees.

2. The District agrees to notify the Union whenever a new job classification within the unit is created. The District agrees to negotiate with the Union regarding the salary range assigned to the job classification.

ARTICLE 26 – REEMPLOYMENT

1. **Return Within Thirty-nine (39) Months:** Any permanent classified employee of the school District who voluntarily resigns from their permanent position may be reinstated or reemployed by the District within thirty-nine (39) months after their last day of paid service and without further competitive examination to a position in their former classification as a permanent employee, or as a permanent employee in a related lower class in which the employee formerly had permanent status.

2. When the District elects to reinstate or reemploy a person as a permanent employee under the provision of this section, it shall disregard the break in service of the employee and classify him/her as and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or reemployed.

ARTICLE 27 – SAFE AND DRIVING INCENTIVE

1. District permanent employees who are obligated to maintain a school bus driving certificate pursuant to their job description, while being employed within the Transportation Department, have operated a District bus for five (5) consecutive years without a documented accident for which they are at fault, will be entitled to a five percent (5%) salary increase beginning July 1 of the following year. This incentive will only be pensionable for CalPERS classic members. Any employee hired after 01/01/2013 is considered a PEPRA member and this pay will not be pensionable.

   If the employee maintains a Safe Driving record with no chargeable at fault accidents:

   - For five (5) more consecutive years equaling ten (10) years, they will receive an additional five percent (5%) towards their continued safe driving incentive beginning July 1 the following year.

- If the employee maintains a safe driving record for five (5) more years with no chargeable accidents equaling fifteen (15) years, they will receive an additional five (5%) towards their continued safe driving incentive beginning July 1 the following year.

It is the responsibility of the employee to submit a written request to the Director of Transportation prior to April 1 preceding the year in which the employee believes they are entitled to receive the incentive. Safe driving incentives are based on percentages from the salary schedule and do not compound. If at any time after qualifying for the incentive while operating a District bus is involved in a second accident for which they are determined to be at fault, the (5%), (10%) OR (15%) incentive will be reduced by five percent (5%) on the next July 1. After two (2) years of accident free driving, the five percent (5%) incentive will revert to the previous percentage prior to the reduction for qualified drivers the following July 1. It is the responsibility of the employee to submit a written request to the Director of Transportation prior to April 1 preceding the year in which the employee believes they are entitled to receive the incentive.

This incentive will be in effect only while the individual fills the permanent position within the Transportation Department. If the individual accepts some other position with the District, then the incentive will be immediately terminated.

2. By July 1, 2023, Bus Drivers in the Senior Bus Driver Position shall be paid 5% over the 15% incentive.

3. **CHP Classroom Hours for Bus Drivers:** The District agrees to pay Bus Drivers their regular rate of pay for every hour, up to a maximum of ten (10) hours, outside of their normal duty day that is certified toward their annual CHP classroom hours. Payment will be received in the pay period immediately following their birthday.

   A. **Winter Snow Chain Differential:** When a Transportation Driver is assigned a route that required them to install snow chains, they will receive a 5% differential for the time spent installing and removing the chains up to a maximum of two (2) hours per trip.

ARTICLE 28 – SAFETY CONDITIONS

1. Safety is a primary concern of the Board of Education and the Union, and the Board directs that a safety program be instituted to fulfill this responsibility for employees.

2. The safety program will be directed toward maintaining safe working conditions and equipment and shall comply with standards prescribed by Federal, State and local laws and regulations affecting employee safety.

3. The Board believes in the dignity of work and feels every person should derive personal satisfaction from employees' work, free from injury or illness; therefore, safety must always be a part of any function or work

performed by employees of this District.

4. A District wide Safety Committee and Department Safety Committee compromise of bargaining unit representatives, department head and their representatives shall be formed and shall meet at the request of any member to discuss safety and other work-related conditions. Decisions of the above committee of the District relative to safety are not subject to the Grievance Procedure Article. The formation and utilization of the above committee are subject to the Grievance Procedure.

5. Safety prescription glasses will be provided to all unit members who are required to wear them in their work as recommended by the Department Head and approved by the Director of Health Benefits and Risk Management.

6. Bargaining unit members shall not be required to work under unsafe conditions or perform tasks which endanger their health or safety which have been brought to the attention of the District.

7. The District will provide trainings and/or in-service when appropriate and as determined by the department to Employees concerning health and safety. Safety orientation(s) will be required for all new equipment and the District will provide the necessary materials for training.

8. When a Transportation Driver returns from a leave of absence or sick call from the District, they will be assigned their regular bus used prior to the leave when available. Buses may be utilized for the operational needs of the Transportation Department as it relates to student transportation to and from school and to and from home as well as field trips. The Department will only implement this rule when no other available bus to accommodate the operational needs is available.

9. The Transportation Department will allow all bus drivers a minimum of thirty (30) minutes for each pre-trip inspection required by CHP or other applicable law.

ARTICLE 29 – SALARY

Salary

1. 2022-2023: The parties agree that based on the following contingency language, the Salary Schedule for 2022-2023 may be increased as set forth below:

   1.1 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are $23,792,503 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2022.

1.2 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are $26,689,116 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2022.

1.3 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are $29,585,730 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2022.

1.4 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are $32,477,180 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2022.

1.5 If the District's 2022-2023 first interim LCFF Revenue Limit Sources (Line A.1.) for 2022-2023 are $35,373,793 above the 2021-2022 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2022.

1.6 These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2022-2023 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2022; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2022); and, (3) shall utilize ADA as included in the 2021-2022 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

1.7 In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2022-2023 first interim above the 2021-2022 unaudited actuals by $2,900,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2021-2022

salary schedule. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

1.8 The parties agree to enter into a side letter to provide additional contingency language for 2022-2023 that would provide for additional salary schedule increases in increments of 1.0% for each $20 million in additional LCFF Revenue Limit Sources (Line A.1) over $35,373,793 for 2022-2023. The Fair Share Calculation is based on the 20/21 LCFF funding formula for 2022-2023 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

2. 2023-2024: The parties agree that based on the following contingency language, the Salary Schedule for 2023-2024 may be increased as set forth below:

2.1 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are $21,635,215 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2023.

2.2 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are $25,112,975 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2023.

2.3 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are $28,585,360 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2023.

2.4 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are $32,063,120 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2023.

2.5 If the District's 2023-2024 first interim LCFF Revenue Limit Sources (Line A.1.) for 2023-2024 are $35,540,880 above the 2022-2023 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars

(attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2023.

2.6 These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2023-2024 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2023; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2023); and, (3) shall utilize ADA as included in the 2022-2023 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

2.7 In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2023-2024 first interim above the 2022-2023 unaudited actuals by $3, 500,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on the 2022-2023 salary schedule. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

2.8 The parties agree to enter into a side letter to provide additional contingency language for 2023-2024 that would provide for additional salary schedule increases in increments of 1.0% for each $20 million in additional LCFF Revenue Limit Sources (Line A.1) over $ 35,540,880 for 2023-2024. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2023-2024 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

3. 2024-2025: The parties agree that based on the following contingency language, the Salary Schedule for 2024-2025 may be increased as set forth below:

3.1 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are $19,597,107 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1% increase to all Classified Salary Schedules effective July 1, 2024.

3.2 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are $23,103,802 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 1.5% increase to all Classified Salary Schedules effective July 1, 2024.

3.3 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are $26,610,497 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.0% increase to all Classified Salary Schedules effective July 1, 2024.

3.4 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are $30,112,267 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 2.5% increase to all Classified Salary Schedules effective July 1, 2024.

3.5 If the District's 2024-2025 first interim LCFF Revenue Limit Sources (Line A.1.) for 2024-2025 are $33,614,037 above the 2023-2024 unaudited actual LCFF Revenue Limit Sources (Line A.1.), the parties agree that the Fair Share Calculation of New Ongoing LCFF Dollars (attached) will result in a 3.0% increase to all Classified Salary Schedules effective July 1, 2024.

3.6 These contingencies are not cumulative. The Parties agree that for purposes of determining the first interim 2024-2025 LCFF Revenue Limit Sources, "Line A.1" on the following: (1) the COLA utilized shall be as set forth in the State's Final Adopted Budget as of June 30, 2024; (2) the District's 3-year rolling average Unduplicated Pupil Percentage shall be based on the most recently certified CalPADS report (January 2024); and, (3) shall utilize ADA as included in the 2023-2024 "Second Principal Apportionment Report" (P-2) to the California Department of Education. The parties agree that the attached Fair Share Calculation shall be used to determine the salary increases in the above contingency language. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

3.7 In addition to the Classified Salary Schedule increase set forth above, the parties agree that if additional one-time funding sources allowable for one-time salary payments are included in the 2024-2025 first interim above the 2023-2024 unaudited actuals by $3,500,000, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of one-half percent (.5%) of base salary based on

the 2023-2024 salary schedule. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

3.8 The parties agree to enter into a side letter to provide additional contingency language for 2024-2025 that would provide for additional salary schedule increases in increments of 1.0% for each $20 million in additional LCFF Revenue Limit Sources (Line A.1) over $ 33,614,037 for 2024-2025. The Fair Share Calculation is based on the 22/23 LCFF funding formula for 2024-2025 and should the Governor/Legislature modify the LCFF funding formula, the Parties shall revisit the Fair Share Calculation.

4. In addition to the contingency formulas proposed above, all bargaining unit members employed on the date this agreement is ratified by both parties shall receive a one-time, off schedule payment of $5,000 of their base salary prorated based on an employee's FTE payable before July 1. Employees hired after July 1, 2022 shall receive the one-time payment prorated according to the percentage of duty year worked. Substitute Custodians shall receive the one-time payment prorated according to hours worked on a 261 day duty year.

5. **Shift Differential:**

If one-half or more of a unit member's shift is after 5:00 p.m., a 5% shift differential is to be added effective November 11, 1981; a 10% shift differential will be added to base pay for hours worked after 12 o'clock midnight.

6. **Anniversary Increment**

An anniversary increment shall be applied as follows: Eight-tenths of one percent (.8%) each year of employment from the 16th to the 25th year, to a total of eight percent (8%) at the 25th year and thereafter.

Employees working less than eight (8) hours per day shall be granted a proportionate share of the maximum increment. Increment payments to employees shall be made monthly during their duty year [e.g. ten (10)-month employees will receive their increment in ten (10) equal payments]. A year shall be construed as seventy-five percent (75%) or more of a normal work year.

7. **Classification:**

a. **Initial Employment**

All classified employees shall be placed in the appropriate job classification immediately upon initial employment. Each year thereafter the employee is automatically advanced on step within the classification. In order to receive an advancement for the next fiscal year, twelve-month employees must have been employed at least six (6) months prior to July 1; eleven-month employees at least five and one-half (5½) months of their established work year;

ten and one-half and ten-month employees at least five (5) months of their established work year.

b. **Experience Credit:**
New employees may be given credit on the basis of one step for each three years of verified related experience or two years of education past high school graduation (60 semester units), but in no case may be placed higher than the second step without the approval of the Superintendent or the Associate Superintendent, Division of Human Resources/Labor Relations.

8. **Parity:**
If any other District association or union negotiated agreement results in a superior health and welfare/compensation package to that agreed to by another association or union, such negotiated agreement shall be provided to the affected classified association/unions. The parties agree that the superior agreement shall be applied in the same manner to the associations/unions unless the parties mutually agree otherwise. This clause shall not apply to any wage increase resulting from the "scale wage" formula in the negotiated Agreement between the District and the International Association of Machinists and Aerospace Workers.

ARTICLE 30 – HEALTH & WELFARE BENEFITS

1. **General Provisions**

A. FUSD shall provide a fully paid health plan (less the applicable employee contribution) for employees and eligible dependents and a dental, life and vision plan for eligible employees. The current monthly employee contribution for the health plan is based upon a tiered structure.

B. The District's fringe benefits shall include the following programs for all applicable employees.

C. Health Insurance: Coverage for bargaining unit members and eligible dependents shall be as specific in the FUSD Employee Health Care Plan Document.

The District's Employee Health Care Plan Document shall be considered a part of this article. Any revisions, modifications, additions, deletions, termination and/or change of health care providers as identified in the plan document dated July 1, 1992 shall be subject to the authority of the Joint Health Management Board (JHMB).

1) The District shall not prohibit any unit member from enrolling all eligible dependents as defined by the eligibility requirements of the FUSD Employee Health Care Plan Document.

2) **Dental Insurance (Delta Dental):** Employees only. Eligible

dependent(s) coverage available at employee's expense. Employees/dependents coverage shall conform to benefits specifications in the FUSD Employee Health Care Plan Document.

3) **Vision Insurance:** Employee's coverage shall conform to the present District Vision Program. The Medical Eye Services and PUD Dental Plans are an additional option to the Vision and Dental Plans currently existing between the Fresno Unified School District and the Service Employees International Union, Local 521, CTW/CLC.

4) **Life Insurance:** Employees only. Supplemental units of insurance and dependent coverage are available at employee's expense.

5) A bargaining unit member must be employed fifty percent (50%) or more to be eligible for the District's health and welfare benefits. Any increase in costs for the benefits described above during the term of this Agreement shall be borne by the District.

6) Employees and eligible dependents must enroll within thirty (30) days of employment.

The District shall provide one 60-day open enrollment period each year beginning approximately October 1 for all bargaining unit members and eligible dependents not currently in the existing FUSD Employee Health Care Plan. Unit members enrolling or adding dependents shall effect coverage on January 1 following open enrollment, provided properly completed enrollment materials are received by the District by the 30th of November.

2. **Joint Health Management Board (JHMB)**

A. A Consultant and Plan Administrator shall be selected and funded by JHMB, who will remain in a contractual and/or employment relationship with the District.

B. Contracts and Compensation for the Consultant and Plan Administrator shall be recommended by JHMB, but subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.

C. Reporting, reports and disclosures of the Consultant and Plan Administrator shall be recommended by JHMB.

D. The JHMB will, as soon as possible, establish written procedures for conducting its functions as set forth in this Agreement. Such procedures shall include:

1) Voting procedures, including absentee voting.

2) Establishing regular meeting dates.

3) Establishing subcommittees.

4) Setting the agenda and prioritizing of JHMB activities.

5) The establishment of terms for JHMB members. Such terms shall promote stability and continuity of membership in order to foster expertise in the subject matter of the JHMB.

E. Labor and Management shall each have one (1) vote on the JHMB.

F. Labor representation shall be proportional to membership in determining the one (1) labor vote. Management representation shall be determined by the District. The decision-making process of the JHMB shall be:

1) Consensus: if consensus cannot be reached, section (B) applies.

2) If consensus is not reached, the following is an example of the weighted vote for employee groups.

Example: The voting structure is weighted with each group maintaining a percentage of the weighted vote based on the number of eligible active employees in the unit as a portion of all represented eligible active employees in the District. For example, based on the Union representing approximately 572 represented eligible active employees, (out of a total of 6,756), the Union's voting weight would be 8.5 percent (8.5%).

G. There shall be binding arbitration of any JHMB deadlocked votes: provided however the arbitrator(s) shall have no authority to increase the District's contribution to the Health Fund. Rather, such an increase can only occur, if at all, through subsequent negotiated agreements and ratification thereof by all parties. Upon agreement by Labor and Management (i.e., each casting its single vote in the affirmative), such arbitration may be "Expedited arbitration" on a case by case basis. The cost of arbitration is to be borne by the Health Fund. Arbitrators shall be selected from a list provided by the California State Mediation and Conciliation Service.

H. All Plan Design modifications, including but not limited to co-pays, deductibles, premium contributions and assessments, and selection, addition or termination of health plans/providers for all active and retired employees (regardless of age) shall be made by the JHMB (unless a deadlock goes to arbitration), and implemented upon JHMB action/arbitration decision without the need for further negotiations and/or ratification by the parties. Any premium contributions shall be accomplished through automatic payroll

deduction for employees and through direct contributions from retirees.

I. All vendor Contracts are to be negotiated by JHMB, subject to approval by the Board of Education. Such approval shall not be arbitrarily or unreasonably withheld.

J. The JHMB will assume full responsibility for all retiree health benefits, including the funding of unfunded liability as required by law, and the maintenance of prudent IBNR's, both of which shall be in accordance with actuarial recommendations. The JHMB will set as a target allocation of $2 million annually and will allocate not less than $1 million annually from the Health Fund toward such unfunded liability.

3. **Withdrawal From FUSD/JHMB Benefits Coverage:**

A. The current negotiated agreement between the District and the union requires the District to provide health coverage to eligible employees pursuant to a District-provided health plan as summarized in the Medical Plan document.

B. As a result of 2004-2005 negotiations, the parties have agreed to delegate governance and administration of the District-provided health plan to a labor-management Joint Health Management Board ("JHMB").

C. The union agrees to the establishment of the JHMB and agrees to participate thereon pursuant to the negotiated agreement and any related memoranda of understanding or side letters to which the union is a party. However, the union wishes to set forth conditions under which it may elect to withdraw from the JHMB-administered FUSD-provided health plan in the future.

D. The parties agree that the union may withdraw from the FUSD-provided health plan administered by the JHMB only under the following conditions:

1) The union may withdraw during an annual window period by providing written notice to the District and to the JHMB by certified mail no later than 90 (ninety) calendar days prior to June 30th of its decision to withdraw effective June 30th of that year.

2) As a precondition to withdrawal, the union must certify to the District's satisfaction that it has secured alternate and uninterrupted health coverage for its members and retirees such that the District and the JHMB are absolved of any present or future responsibility to provide such coverage.

3) Upon withdrawal, and absent negotiated agreement providing otherwise, the District shall allocate to the withdrawing union,

on an annual basis, an amount of money equal to the District's contribution per active participant (in effect on the June 30 effective date of withdrawal), multiplied by the applicable number of active participants in each future year. This amount shall be reduced as appropriate and legally required to account for any expenses and/or financial obligations, etc., that may remain with the FUSD/JHMB at and/or following the time of withdrawal.

4) Once the union withdraws, it shall be solely responsible for providing health benefits to its represented members and members who have retired or will retire from the District, including but not limited to any unfunded liabilities related thereto. Upon withdrawal, the union absolves the District of any future responsibility to provide benefits for employees and retirees of the District who were, are, or will be represented by the withdrawing union.

E. Any disagreements between the union and the District regarding whether the foregoing requirements for withdrawal have been met shall be subject to expedited binding arbitration through the California State Mediation Service. In such a case, any proposed union withdrawal from the FUSD Health Plan shall not be implemented until such decisions has been issued.

4. **Health Fund**

A. Effective as of July 1, 2022 the annual per active employee contribution to the Health Fund is $22.953.

B. Current medical IBNR's shall remain as IBNR's in the Health Fund.

5. **Procedures Regarding Potential Underfunding of Health Fund**

A. The JHMB shall report to the District and all employee associations on a quarterly basis regarding that status of the Health Fund.

B. Specifically, such reports shall indicate whether actual expenditures from all components of the Health Plan are projected to exceed budgeted Health Fund revenues (the "shortfall"). This determination shall be made based on claims experience and expenses to date, projected according to objective, industry-based and historical trends to yield an annualized projection of total expenditure.

C. If the shortfall is less than three percent (3%), the JHMB shall act immediately to increase eligible employee and/or retiree contributions or assessments, and/or modify plan design pursuant to section (7)(h) above. Such action shall negate the shortfall within the fiscal year.

D. If the shortfall is three percent (3%) or more, the Health Plan Reserve Assessment shall automatically and immediately be

increased for all eligible active employees and eligible pre-65 year old retirees. Such increase shall be in the amount necessary to negate to shortfall within the fiscal year. In determining the amount of the increase, the JHMB shall base its decision on the information and recommendations of the JHMB's consultant. If the JHMB cannot agree on the amount of the increase within fifteen (15) days of the consultant's recommendations, the consultant's recommendations shall be implemented.

E. JHMB actions and/or automatic assessments shall apply as set forth in paragraphs (3) and (4) above regarding any month in which a projected shortfall is determined to exist.

F. If any of the foregoing actions do not negate the shortfall in the same fiscal year, and the District must temporarily fund the remaining shortfall, such amount shall be deducted from the District's contribution to the Health Fund for the following year.

G. Notwithstanding number (4) immediately above, any midyear increase to the Health Plan Reserve Assessment representing a shortfall of three percent (3%) or more shall not immediately be passed on to active and retired employees during the fiscal year of such increase. Instead, such amount shall be temporarily funded by the District. Such amount shall be repaid to the District the following fiscal year by increasing the Health Plan Reserve Assessment paid by employees in an amount and for the duration of time necessary for the District to recoup its temporary "loan" within such following fiscal year. Such increase shall be in addition to any regular, annual increases the JHMB might impose pursuant to Section II (JHMB) #8. This paragraph 8 shall be effective and apply only to the 2005-2006 school year

6. **HEALTH AND WELFARE AND COMPENSATION**

A. Commencing with the 2014-2015 school year and continuing year to year unless negotiated otherwise, the District's contribution to the Health Fund as set forth in Section 4 of this Article "Health Fund", shall be automatically increased by the percentage figure representing the effective, ongoing dollar increase to the District's base grant revenues (BGR) actually received by the District in the applicable school year, including any ongoing deficit reduction or equalization, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution per each active eligible employee shall not decrease year to year.

B. The foregoing shall constitute the District's maximum contribution to the Health Fund. The JHMB shall be responsible for implementing any changes necessary to ensure that health and welfare costs in excess of this level of contribution shall be borne by eligible active employees and eligible retirees in the Health Plan

through plan design and or employee/retiree contribution/assessment changes, and/or any other JHMB actions as described in Section II, paragraph 8 (JHMB). Such changes must be adopted by the JHMB and implemented effective July 1 annually except for any changes made pursuant to section V. (Procedures Regarding Potential Underfunding of Health Fund).

C. The District's contribution per active eligible employee to the health fund shall not be less than the amount set forth in Section IV of this Article "Health Fund.

7. **Retiree Benefits**

The District shall provide paid health and accident benefits for retirees in accordance with the following provisions:

A. An eligible retiree is one who:

1) Has been hired prior to January 1, 1982 and who has served ten (10) years of service in the Fresno Unified School District;

2) Has been hired after January 1, 1982 and has served sixteen (16) years of service in the Fresno Unified School District;

3) Has been hired prior to January 1, 1982 whether or not the employee resigned from the District and was rehired between January 1, 1982 and July 1, 1994 and who has at least a total of ten years of service in the Fresno Unified School District;

4) Has been hired after July 1, 1994 regardless if the employee was hired before January 1, 1982 and who has served sixteen years of service in the Fresno Unified School District;

5) Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005: The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.

- Minimum age: 60
- Minimum years of service with the District: 25
- Benefit coverage for employee and spouse
- Benefit coverage to age 65 or age of Medicare eligibility if revised by law (no post-65/post-age of Medicare eligibility benefits) *

*The District shall provide up to five (5) years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of eligibility is increased to 67 years of age, the District's minimum age of eligibility for retiree

benefits shall automatically be increased to 62.

These modifications shall not apply to laid off employees who were hired on or before June 30, 2005 and are rehired by the District within the applicable statutory reemployment period since such a break in service is disregarded. Instead, such rehired employees shall be eligible for and receive retirement benefits pursuant to conditions that exist for employees hired prior to July 1, 2005.

6) Has reached the age of fifty-seven and one-half (57½) years, except in the case of disabilitants. A disabilitant, as so certified by PERS, becomes eligible for this benefit immediately if such disabilitant has had ten (10) years since in the District. Board-approved leave shall be counted in the years' service requirements for the benefit. After January 1, 1982 only Board-approved health leave will be counted in the years' service requirement for this benefit.

B. An eligible dependent(s) is defined as meeting the eligibility requirements of the FUSD Employee Health Care Plan.

C. Eligibility is further determined by both the retiree and/or dependent(s) enrolling in Medicare Part "A" when first qualified for such coverage through Social Security eligibility at no cost to the retiree and/or dependent(s). Additionally, it is required that all retirees and/or dependent(s) enroll in Medicare Part "B" upon becoming eligible.

D. If an eligible retiree, as defined in paragraph "A" above or an active employee eligible for retirement (on and after age 50 and not as a disabilitant) is deceased prior to age fifty-seven and one-half (57-1/2), the spouse may purchase the District plan at cost until the retiree would have reached age fifty-seven and one-half (57½), at which time the District would absorb the cost.

E. All references to "Medicare" refer to the Federal Medicare Law as described in Title 18 of the Social Security Act of 1964. An eligible dependent(s) is defined as meeting the eligibility requirements of the carrier as currently existing.

F. Eligible bargaining unit members retiring after the age of fifty (50) who maintain coverage under the District's Health and Accident Plan at their own expense shall be eligible for District-paid coverage at age fifty-seven and one-half (57½) in accordance with the other provisions in this article.

G. Disputes arising over the application of this article shall not be subject to the "Grievance Procedure" printed within this Agreement. This shall not be construed so as to prevent the submission of such disputes to the appropriate court of law.

H. **Additional PERS Contribution**
The District will make a PERS contribution for school day only employees who work a summer school assignment.

I. **Hold Harmless:** The parties acknowledge that the District has taken the position in these negotiations that this collective bargaining agreement has the legal effect of modifying benefits (deductibles and co pays) contributions and other assessments for current retirees of the District. The parties further acknowledge that the unions/associations have disputed the District's position regarding contributions and other assessments for retirees. Notwithstanding this difference, the parties agree that this agreement is a valid and binding collectively bargained agreement which, if the District's position is correct legally established contributions and other assessments by current retirees. Nothing herein shall be construed as acceptance or acquiescence by the unions of the legitimacy of the District's position in this regard. Accordingly, should future District action to implement assessments and contributions from current retirees based on this collective bargaining agreement be challenged in an appropriate forum, and if the unions are named as a party in such action, the District hereby agrees to defend, hold harmless and indemnify the unions for any adverse final judgment and any reasonable attorney's fees and costs incurred by the unions/associations. The District shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

8. **Plan Design**

A. **Cross-Covered Participants (Active and/or retired employees and spouses are either FUSD employees or retirees):** Cross-covered participants through the annual open enrollment process will have the opportunity to choose whether they desire to retain cross-covered status. Those cross-covered participants who elect to retain this status shall be required to cross-enroll themselves and eligible dependent children (if applicable) under each participant's plan. Each participant is required to pay the established monthly two party or family premium, as applicable, for the coverage(s) chosen.

Those current cross-covered participants, who elect through open enrollment not to remain cross-covered, shall receive the same benefit levels (plan design) and incur the same monthly premium expenses as all other non-cross-covered participants.

B. **No Opting Out:** All eligible District employees shall be required to participate in the Health Benefits Plan so long as the Associate is a member of JHMB and its unit members receive JHMB administered District-provided benefits as set forth herein and shall be required to pay the monthly contributions and assessments, at least at the

employee only level for any plan(s) or coverage.

C. **Other Clarifications (All Employees and Retirees):** The first four (4) clarifications shall apply to all employees and retirees who are not cross covered as set forth in paragraph 10 above. The fifth bullet applies to all employees and retirees including those who are cross covered as set forth in paragraph 6 above.

- No co-pays apply to annual deductibles or the out-of-pocket maximums.
- The deductible will not apply to out of pocket maximum.
- The $100 emergency room co-pay shall be applied to each and every visit to the emergency room (waived only if admitted).
- The $10/$35 (Generic/Brand) prescription co-pay assumes the same $10/$35 co-pay for a 30-90-day maximum supply at retailer a 180-day (maintenance only) maximum at mail order.
- Prescription benefits include and are subject to manufacturer quantity limit restrictions in accordance with maximum quantities that may be dispensed in a single prescription.
- This applies to all participants including cross covered.

D. The monthly contributions and assessments shall be determined by the Joint Health Management Board.

All Eligible Active Employees and Eligible Retirees Up to Age 75 Health Plan Reserve Assessment: All eligible active employees and pre- 65-year-old retirees shall contribute a Health Plan Reserve Assessment of
$10.00 per month. However, these monthly contributions shall continue only until the retiree and/or dependent reaches age 75, at which time the post-75-year-old retiree/dependent shall not be required to make any monthly contributions. The funds generated from this Assessment shall be placed in a Health Plan Reserve to offset current and future health care cost increases as needed. If the Joint Health Management Board determines such funds are not needed for this purpose, the Board may determine to reduce, rebate or refund such assessment. All retiree plan participants age 65 and over who are eligible for Medicare shall designate Medicare as their primary insurance coverage.

E. Plan Design shall be determined by the Joint Health Management Board.

ARTICLE 31 – SAVINGS PROVISION

1. If any provision of this Agreement or any application thereof to any classified employee is held by the highest State or Federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or

applications shall continue in full force and effect.

2. In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 32 – REDUCTION IN FORCE

1. Seniority: In a reduction in force and reemployment procedures, seniority, as defined in Article 3, shall govern.

2. Reasons for Reduction in Force: Reduction in force shall be defined as a separation from the classified service for lack of work or lack of funds in accordance with the provisions of Education Code sections 45114, 45115, 45117, 45298, and 45308. For purposes of this Article, a reduction of hours shall be considered a reduction in force.

3. Order of Reduction in Force: Whenever an employee is subject to a reduction in force, employees will be laid off according to their seniority in the following order: first, temporary; second, probationary; third, permanent.

   A. The order of reduction of permanent and probationary employees shall be determined as follows:

      1. For a reduction in force within a classification, the order of reduction in force shall be by classification seniority.

      2. For a reduction in force within a department, the order of reduction in force shall be by departmental seniority.

      3. If two (2) or more employees subject to reduction in force have equal seniority with the classification, the employee to receive the layoff notice shall be determined by lot.

   B. In the event of a reduction in force, the following steps will be followed in order to determine placement of the affected employee(s):

      1. The affected employee(s) will be offered the ability to elect a voluntary layoff status at any step of the reduction in force process. An employee who elects voluntary layoff status will retain their reemployment rights.

      2. The affected employee(s) may apply for and will be given any position within the bargaining unit for which they are qualified and for which they meet position requirements within the Bargaining unit. Affected employees may exercise this option at any time of the reduction in force process. An affected full-time employee, at their option, may be placed into any vacant part-time position in the above order, provided the employee meets the position

requirements.

4. In the event an employee cannot exercise option 3(B)(1) or 3(B)(2) above, the District will conduct the reduction in force by lowest status and reverse seniority for each classification. In addition, the District will lay off the least senior employee in each classification until the necessary number of the reduction is met.

5. Notice of Layoffs: Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117. The District shall provide SEIU advanced notice prior to sending out notices to affected employees. The parties shall meet to review seniority lists in all affected classification no more than sixty (60) days following the notice of the intent to layoff bargaining unit employees.

6. Employment Status of Permanent Employees:

   A. Replacement Privileges: If there is not less senior Employee in the employees current job title, the more senior Employee may displace the least senior employee in another job title (or in a lesser employment status if there no less senior employee in the same status) if the employee affected by the reduction in force has worked in the other job classification in the District within the past twelve (12) months, meets the minimum position requirements, is able to pass the basic skills competency for the position as determined by the District and is able to satisfactorily perform the job with minimal orientation.

   B. Reemployment List – Thirty-nine (39) Months: The names of permanent and probationary employees who are laid off because of lack or work or funds shall be placed on a reemployment list for thirty-nine (39) months for the classification in which they hold permanent status and shall be reemployed as positions become vacant in their classification in the inverse order of layoff. The names of probationary employees who are laid off because of lack of work or funds shall be placed on a reemployment list for thirty-nine (39) months for the classification in which they hold permanent status and shall be reemployed as positions become vacant in their classification in the inverse order of layoff. The Union will be provided with a copy of the reemployment list within 30 days of layoffs.

   C. Reemployment Rights: Any employee subject to a reduction in force and placed on the thirty-nine (39) reemployment list shall be offered open positions for which they qualify and for which they meet position requirements in the bargaining unit in preference to outside applicants in the inverse order of layoff.

      1) A unit member who fails to report to work following the acceptance of the position offered shall be permanently removed from the thirty-nine

(39) month reemployment list and the employee shall forfeit all rights to which the employee would otherwise be entitled.

2) Whenever a unit member subject to reduction in force rejects two (2) offers of reemployment for a position for which the employee is qualified and for which the employee meets the position requirements shall be permanently removed from the thirty-nine (39) month reemployment list and the employee shall forfeit all rights to which the employee would otherwise be entitled.

ARTICLE 33 – SUPPORT OF AGREEMENT

The District and SEIU agree that it is to their mutual benefit to support the Agreement for its term.

ARTICLE 34 – SUSPENSION OF BUS DRIVER LICENSE

A worker whose Bus Driver Certificate and/or driver's license has been suspended by the CHP (or DMV, as appropriate) shall:

1. Upon written request (within the designated time period) for a CHP (DMV) hearing, the driver may be allowed to continue driving until a hearing is conducted and the final decision has been rendered by the Certificate Action Review Board. It is understood that CHP (DMV) does not stay an action when they have reasonable cause to believe such stay would pose a significant risk to the safety of pupils being transported in a school bus.

2. Upon receipt of the rendered final decision, should the decision not be in favor of the bus driver, the worker shall have the following option:

   A. At the worker's request, the Associate Superintendent, Division of Human Resources/Labor Relations or designee and the Union shall meet to attempt to come to a mutual agreement on a temporary job assignment. There is no guarantee that the temporary job assignment can be found for a particular worker because the arrangements shall be on a case-by-case basis. The Division of Human Resources/Labor Relation shall not be required to create work, but it shall make good faith effort to accommodate the worker.

   B. Shall have the right to take an unpaid leave of absence throughout the duration of the suspension.

3. The Union will be provided copies of suspension notices.

ARTICLE 35 – TERM

1. A material provision of this 2022-2025 Agreement is the District's commitment to fund increased health and welfare costs for the term, and upon expiration of this three-year agreement.

2. This Agreement shall remain in full force and effect up to and including June 30, 2025.

3. For the 2022-2025 school years, either party by mutual agreement may reopen on salary and two (2) additional non-economic Articles to be chosen by each party by delivering its reopener proposal to the other party no later than June 1 or each year.

4. The parties to this Agreement concur that the District's Health Care Plan is a major portion of employee's total compensation. Further, both agree that development and implementation of reasonable and effective measures to control to cost of this program without reducing benefit levels are in their mutual best interest. (See Article 30 – Fringe Benefits)

5. In the event a successor Agreement is not adopted prior to the termination date of June 30, 2025, this Agreement shall remain in full force and effect until such time as a successor Agreement is adopted or the impasse procedures set forth in Chapter 10.7, Division 4 of Title I of the Government Code, commencing with Section 3548, are exhausted.

ARTICLE 36 – TRANSFER

Because service to the school District is recognized as the fundamental concern in the employment of all personnel, the transfer of personnel in the interest of the District is established as a matter of course. Transfers may be originated with the Administration or may be requested by an employee. "Transfer" refers to a horizontal movement of an employee from one job to another in the same class of positions and at the same salary rate. A "transfer" includes the movement of an employee from one school site to another site (i.e., from Webster Elementary School to Muir Elementary School).

A transfer may be affected by one of the following two methods: (1) Voluntary transfers, which are initiated at the request of the employee, and (2) Administrative or involuntary transfers, which are initiated by the District.

A transfer request should not be confused with a request for consideration for promotional opportunity.

1. **Transfer – Employee-Initiated**

   A. Employees who are permanent classified employees may request a transfer to a position on the same job classification level by submitting the Classified Transfer Request Form to the Division of Human Resources/Labor Relations. These forms are available from the head secretary of each school or department, or by request from the Division of Human Resources/Labor Relations. Employees may submit a request for transfer at any time (in accordance with subsection "B") and shall receive consideration on a continuing basis for a period of one (1) year. However, employees are urged to withdraw a transfer request should circumstances change their

willingness to accept a transfer if offered. The Administration shall consider transfer requests for all openings that occur in those classifications listed above, transfer requests on file shall be reviewed and the employees requesting transfers and found to be qualified shall be referred to the appropriate supervisor or principal for interview and consideration. When vacancies occur for these classifications, first consideration will be given to those who have requested a transfer. If no candidate is available from this pool of employees, the District may elect to interview other candidates.

B. Employees may request a transfer by submitting the appropriate form to Human Resources/Labor Relations Department. A complete list shall be kept by Human Resources for a period of one (1) year. When an opening comes up that has been requested by someone, that position must be filled by the principal/supervisor after interviewing the three (3) most senior employees desiring the position.

An employee to be eligible for transfer must meet the following conditions:
1) Employee must have been in former school location for at least six (6) months, 2) Employee cannot have a negative evaluation, letter of warning or reprimand, or an unfavorable competency review on file.

If an employee who is eligible for transfer because of item 2 above, receives a positive evaluation or a letter of improvement is issued by the supervisor, the employee will again be eligible for transfer. All vacancies eligible to be filled by transfer will be posted at the school, site and Human Resources/Labor Relations Department and will be updated on a regular basis.

C. Upon selection to a new position, the employee must serve a minimum of six (6) months in the position at the employee's new site before being entitled for consideration of a transfer.

D. Custodians in less than four-hour positions after three (3) months in their probationary period and possess a positive interim evaluation may apply for an open position at the same school site.

E. Custodians working a split shift school assignment will be prioritized to the permanent opening at their site before consideration of outside candidates.

2. **Transfer – Administrative**

A. The Administration may affect the transfer of a classified employee when deemed in the best interest of the school District.

B. An administrative transfer shall be enacted by the Superintendent or a division head after these procedures have been followed:

1) The employee being transferred shall be notified in writing of the recommended transfer and the reason for its request and may request a conference with the employees immediate supervisor.

2) In cases where the transfer involves the employee's performance or attitudes, the Classified Employee Competency Review Form shall be used, and the employees shall be afforded sufficient time to make any suggested corrections.

3) The transfer shall be discussed with the appropriate division head and approval by the Division of Human Resources/Labor Relations prior to the time the actual transfer request is initiated.

4) Employees shall receive five days' notice prior to any involuntary transfer except in cases of District emergency.

C. The District will notify employees filling in a temporary higher classification at least five (5) days in advance of their returning to their normal position.

3. **Transfer - Medical**

A. The District will follow ADA guidelines and covering issues related to medical transfers.

ARTICLE 37 – VACATION ALLOWANCE

Duration of Employment		12 Month Employee	11 Month Employee	10½ Month Employee	10 Month Employee	School Days Only
0-2 months Prior to July 1		None	None	None	None	None
3-12 Months	1-3 Months	2.5	2.0	2.0	2.0	2.0
Prior to July 1						
"	4 Months	3.5	3.5	3.5	3.5	3.5
"	5 Months	4.5	4.5	4.5	4.5	4.5
"	6 Months	5.0	5.0	5.0	5.0	5.0
"	7 Months	6.0	6.0	6.0	6.0	6.0
"	8 Months	7.0	7.0	7.0	7.0	7.0
"	9 Months	7.5	7.5	7.5	7.5	7.5

"	10 Months	8.5	8.5	8.5	8.5	8.5
"	10½ Months	---	---	---	---	---
"	11 Months	9.5	9.5	9.5	9.5	9.5
"	12 Months	10.0	10.0	10.0	10.0	10.0
	1-3 years	10.0	10.0	10.0	10.0	10.0
	4-10 years	15.0	14.0	13.5	12.5	11.25
	11-14 years	18.0	16.5	16.0	15.0	13.5
	15+ years	20.0	18.5	17.5	16.5	15.0

- For vacation computation purposes, a month shall be construed as more than one-half of the normal working days of the regular classified employee's work month.
- For longevity vacation allowance computation purposes, a year shall be construed as 75% or more of the normal work year.
- In all cases vacation is advanced in the current school year. For example, in order for twelve (12)-month employee to be entitled to fifteen (15) days' vacation, the employee must have completed three years and has begun the fourth year of employment.

1. **Vacation for Employees Who Work Less Than A Full Twelve Months:** All vacation days shall be taken during the winter or spring vacations at the discretion of the principal or department head. In no case may vacations be taken when school is in session, or at any other time that would necessitate the hiring of a substitute.

2. **Vacation Accumulation:** On the theory that vacation is given annually for the recreation and relaxation of employees, it shall not generally be accrued from year to year for the purpose of taking extended vacations. The District recognizes, however, that some vacation extension may have value, so to that end a maximum of ten (10) vacation days may be accrued and carried over to the following fiscal year.

   Each unit member shall be responsible for monitoring their own vacation balance to ensure that it does not exceed the maximum accumulation. A unit member may be required by their supervisor to use accrued vacation in order to avoid reaching the maximum accumulation.

3. **Vacation Accrued:** Unit members shall accrue annual vacation

at the regular rate of pay earned at the time the vacation is commencing according to the rules and regulations as set forth in this article. The scheduling of such vacation shall be within the sole discretion of District management.

4. **Vacation Pay upon Termination:** When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination provided the employee has completed the first six (6) months of employment.

5. **Vacation Postponement:**

   A. If for any reason a bargaining unit member is not permitted to take all or any part of their vacation, the amount not taken shall, by mutual agreement of the employee and the District, be accumulated for use in the following year providing an exception form has been completed and submitted to Human Resources/Labor Relations or be paid for in cash. Under no circumstances will any vacation time be forfeited due to management refusal to authorize vacation.

   B. Exceptions to carryover maximum shall be made in writing on the appropriate form and submitted to the Classified Administrator, Human Resources/Labor Relations for approval.

6. **Vacation Requests:**

   A. **Custodial Vacations: During the Traditional School Year Period:** The total (school sites and Central Operations) number of custodians that may be on scheduled vacation on any given day will be limited to twenty-five (25) for which a substitute will be provided beginning with the first day of scheduled absence. Custodians will submit requests for vacation days in order of first and second preference to Central Operations starting on March 1 through May 1 preceding the upcoming traditional school year. The request must be approved by the senior site administrator prior to submission to Central Operations and cannot exceed more than ten (10) consecutive workdays at a time. If the vacation request has not been submitted to Central Operations by 3:30 p.m. May 1, in a coordinated effort, the Director of Central Operations, and the area supervisors will contact the site administrator and secure the custodial vacation request form prior to scheduling vacations.

   The allocation of the twenty-five (25) daily schedule vacation positions will be assigned on a seniority basis. Each custodian submitting a request will be advised by Central Operations of approval or disapproval of requested days no later than July 1. Vacation requests made after May 1 of each year shall be submitted through the senior site administrator, or their designee, to Central Operations and approved on a first-come, first-served basis for vacant allocations. If no vacancy exists, the senior site

administrator, or their designee, may grant the vacation without a substitute being provided from Central Operations.

B. Vacation requests in other departments will be granted at the department head's discretion on a first-come, first-serve basis.

C. Reasons for denial of vacation requests shall be communicated to employee and given in writing, upon request.

D. All Union members shall be allowed to use any vacation time, compensatory time, floating holidays or attendance incentive day/PAD when schools or sites are closed.

7. **Twelve Month Bus Drivers-Vacation Hours**

Twelve-month Bus Drivers shall be allowed to use vacation during the traditional year. A maximum of one (1) Bus Driver per day will be approved for vacation time during the traditional school year except Thursdays and Fridays from September 15 to October 15. Vacation will be approved in advance by seniority. Drivers will submit written vacation requests no later than the second Monday in May, with the schedule being published by the last day in May. Thereafter, all requests will be on a first come first served basis.

8. **Vacation Time during a Temporary Assignment**

Members who work in temporary assignments to receive job experience, may use up to five (5) consecutive vacation days during their temporary assignment if the assignment is greater than ninety (90) days. Scheduling of vacation days is at the discretion of the department head.

9. **Perfect Attendance Day (P.A.D.)**

Members who have perfect attendance for July 1 to June 30, of any fiscal year, shall earn additional time as follows:

School day only employees with perfect attendance will earn one (1) additional day of during the fiscal year.

School day only employees working a summer school assignment with perfect attendance shall earn one and one-half (1½) additional days off per fiscal year.

Twelve-month employees with perfect attendance will earn one and one-half (1½) additional days off per fiscal year.

The time will be granted July 1 of the following fiscal year of the perfect attendance. The scheduling of the time off must be mutually agreed upon with the department head.

The absences that will be viewed as qualifying for purposes of the Award are as follows:

- Scheduled District Holidays
- Approved Vacation

- Jury Duty
- Bereavement Leave
- Union Business
- Military Leave
- Personal Necessity
- Donated Catastrophic Leave

The interpretation of sick leave shall be construed to mean sick hours.

ARTICLE 38 – WORK OUT OF CLASS

1. An employee occupying a permanent position no longer on probation may temporarily be assigned to a higher class with appropriate administrative approval. The employee shall receive an appropriate rate of pay for the day(s) worked. Any differential pay earned shall be added to the employee's next payroll check, in accordance with established payroll guidelines.

2. In determining the appropriate rate, the step placement shall be such that the employee will be placed on the higher class at Step I. In the event placement on Step I does not result in at least a five percent (5%) increase, the employee will be placed on the first step equal to or lower than his current step which results in at least five percent (5%) increase.

3. This temporary position is to be paid at rate representing at least a 5% increase unless 5% would result in a pay schedule that would exceed the pay a Step 5 of that position.

4. Should the temporary assignment to the higher class exceed twenty (20) workdays, the employee shall be paid at a rate on the salary schedule as if the employee had been promoted to the higher-level class for the entire period he/she holds the temporary position.

5. When there is a short-term temporary vacancy due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for the period of the leave or until someone is hired, that position will be filled by giving preference to the most senior qualified employee from the previous lower classification within that school/worksite. This is applicable to unit member positions only. Management shall consider documented employee performance issues and or licensing issues when determining whether an employee is qualified to fill the temporary vacancy.

6. **Short Duration Plant Coordinator Openings:**
When there is a Plant Coordinator I opening due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for the period of the leave or until someone is hired, that position will be filled from a list of volunteers at each school site by District seniority. If there are no volunteers at the school site, then the position will be filled from lists maintained by the Area Operational Services Manager.

When a Plant Coordinator II opening due to vacation during the school year, sick leave, leaves, or retirement that is of short duration either for

the period of the leave or until someone is hired, that position will be filled from a list of Plant Coordinator I maintained by the Area Operational Services Manager by District seniority, then a custodian at that school site selected by seniority, then by a custodian at that site, and then a custodian identified by the District.

7. To be placed on any Union eligibility list, employees must meet the minimum qualifications of the position description for said position. If an otherwise qualified Union member, whose most recent evaluation is marked "Meets Standards" in all areas, wants to gain experience as a plant coordinator I, gardener, transportation bus driver, dispatcher, or scheduler (must have proper license and certifications) or warehouse worker, the employee may apply for temporary work in any of those departments when the eligibility list is posted. To be placed on the PC II list, you must have served two (2) years of custodial experience and served as a PC I for two (2) years (four (4) years total), as per job specifications. An employee will not be allowed to work out of class more than 195 days (75% of a year) within a twelve-month period.

Procedures:

A. Notice of Classified Position Opening, Eligibility List, shall be posted twice (2 times) a year: September 1 through September 21 and April 1 through April 21 of each year. The Union will receive a copy by October 1 and May 1 of each year. The District and Union agree that if a third list is needed one will be posted, times to be determined.

B. The District shall fill the eligibility lists in the following order: 1) Permanent Union District employees, no longer on probation. Placement shall be determined by seniority.

C. When a member accepts and successfully completes an assignment the member shall be placed at the bottom of the eligibility list.

D. To work in any of these departments on a temporary basis, prior approval must be obtained from the employee's permanent work site supervisor or the site principal, if the employee is at a school site. If the employee is denied release from the permanent site, the site supervisor shall give the reason why in writing to the employee at that time. The employee will retain their position on the list.

E. During the temporary work assignment management may end the assignment at any time for any reason. Should the employee's performance be less than satisfactory, as determined by the temporary work site management or designee, the employee shall be moved back to the employee's former position. The employee will be given notification in accordance with Article 17-Hours, Section 1. This decision shall not be grievable. The employee will be removed from the list. The employee may reapply on the next

eligibility list.

F. An employee who declines an opportunity for a temporary work assignment shall be rotated to the bottom of the list.

G. Employees on vacation, leave of absence, sick leave, will not be offered the temporary work assignment. They will retain their position on the list.

H. Once an employee completes a temporary assignment or is moved back to their former position, that employee will be rotated to the bottom of the list in order to allow other employees on the list the opportunity for training through a temporary assignment.

I. If an employee has been denied two (2) temporary assignments for any reason, they shall be released for the next open temporary position. Should a hardship exist within the releasing department, Human Resources/Labor Relations will assist in securing a substitute so the employee can be released.

J. **Permanent** Union members not on probation, who accept a temporary position on any eligibility list shall be paid at the rate of pay, of the position, listed on the eligibility list. The employee can be on two (2) eligibility lists.

ARTICLE 39 – SUBSTITUTE CUSTODIANS

1. Effective June 2, 2017 substitute custodians shall become members in the Unit and subject to the terms of the parties Collective Bargaining Agreement as set forth in this article.

2. Substitute Custodians will receive three (3) days of paid sick leave per year – pursuant to Labor Code 233.

3. Substitute Custodians who are assigned to sites will receive a copy of their assigned Time Study of the area they will be covering for the assigned shift. The Plant Coordinator will provide an orientation to the assignment, the School Safety Plan and Supplies.

4. Substitute Custodians are subject to the following articles without modification:
Article 1-Agreement
Article 2-Annual Meeting of the Union and FUSD
Article 5-California State Disability Insurance
Article 6-Completion of Meet & Negotiation
Article 7-Concerted Activities
Article 8-District Rights
Article 9-Drug & School Testing Procedures
Article 12-Employee Organization Rights
Article 13-Employee Rights
Article 15-Grievance Procedure

Article 20- Nondiscrimination
Article 21-Overpayment
Article 22-Payroll Deductions
Article 23-Program Implementation
Article 25-Recognition
Article 26- Reemployment
Article 28-Safety Conditions
Article 31-Savings Provision
Article 33-Support of Agreement
Article 35-Term
Other Provisions

5. Substitute Custodians shall not be subject to the following articles:
Article 3-Seniority
Article 4-California State Disability Insurance
Article 10-Education Incentive
Article 16-Holidays
Article 17-Hours Article
Article 18-Leave Positions & Compelling Personal Importance
Article 24-Promotion
Article 27-Safe & Driving Incentive
Article 30-Health & Welfare Benefits
Article 34-Suspension of Bus Driver License
Article 36-Transfer
Article 37-Vacation Allowance
Article 38 – Work Out of Class

6. Substitute Custodians shall be subject to the following articles as modified below:

Article 11 – All sections of Article 11 shall apply to Substitute Custodians with the exception of Section 1, which shall not apply.

Article 14 – For Substitute Custodians, Article 14 shall not apply, and shall be replaced with the Substitute Custodian Review Form language as follows:

1. When a site administrator completes and submits a review form regarding a Substitute Custodian's performance, the administrator may, at the site administrator's request, receive input from the plant coordinator for whom the Substitute Custodian worked, the custodian team at the site, and any other member of the school community. All Substitute Custodian Review Forms shall be sent to the Division of Human Resources/Labor Relations and to the Department of Maintenance & Operations.

2. The criteria which are to be used in completing a Substitute Custodian Review Form shall include the Substitute Custodian's ability to perform the necessary functions of the Custodian job description, whether instructions were followed, punctuality, and whether the Substitute Custodian demonstrated professional conduct

in the workplace.

3. A negative Substitute Custodian Review Form must be submitted within 5 (five) days of the occurrence prompting the site administrator to fill out the Substitute Custodian Review Form.

4. A copy of any Substitute Custodian Review Form shall be provided to the Substitute Custodian by the Division of Human Resources/Labor Relations within (5) days from the completion of the Substitute Custodian assignment.

   A. The Substitute Custodian shall have the right to submit a response to any such Substitute Custodian Review Form within fifteen (15) days. The employee has the right to request Union representation to assist during this process.

   B. A representative of Human Resources/Labor Relations shall review the response prior to entering the Substitute Custodian Review Form in the Substitute Custodian's official personnel file. Upon request, the employee representative will be included during the review.

   C. If a representative of Human Resources/Labor Relations and the employee's representative agree that the charges are not valid the form will not be entered into the employee's personnel file and will be destroyed.

   D. If the Substitute Custodian Review Form is filed in the Substitute Custodian's personnel file, the response shall be attached and filed with the evaluation in the Substitute Custodian's official personnel file.

   E. The Human Resources/Labor Relations representative's determination regarding whether a Substitute Custodian Review Form shall be entered in a personnel file shall not be subject to the grievance procedure.

   F. The Human Resources/Labor Relations Representative shall make a final determination as to whether the Substitute Custodian Review Form at issue is a negative Substitute Custodian Review Form for the purpose of this article.

   G. A Substitute Custodian who wishes to meet with a representative of Human Resources/Labor Relations to discuss a negative Substitute Custodian Review Form will be given an opportunity to do so, the employee will have the right to have a Union representative present at the meeting.

5. Any Substitute Custodian who receives a serious negative Substitute Custodian Review Form or a serious complaint against the employee can be removed from the District list of available substitutes for a

minimum of one (1) year.

6. Any Substitute Custodian who receives three negative Substitute Custodian Review Forms will automatically be removed from the District list of available Substitute Custodians for one (1) year. Negative Substitute Custodian Review Forms may be used up to 2 (two) years after placement in the personnel file.

7. If the Substitute Custodian is removed from the list of available Substitute Custodians in the District, upon request, the Union shall meet with the HR Administrator within 10 days to discuss the possibility of future employment.

Article 18 – The provisions of Article 18 shall not apply to Substitute Custodians, except for leaves as required by law.

Article 19 – All provisions except 3 apply to Substitute Custodians.

Articles 24 & 36 – The parties agree that promotions and transfers shall not apply to Substitute Custodians, but instead the District shall continue the Substitute Custodian lateral process whereby the District interviews and/or places transfer requests for vacant full-time custodian positions, and then places Substitute Custodians in order of seniority.

Article 29 – Substitute Custodians shall be placed at Step 1 of N-25 on the salary schedule. Sections 3., 4., and 5., of Article 29 do not apply to Substitute Custodian.

Article 32 – Seniority for Substitute Custodians shall be defined as a Substitute Custodian's date of hire with the District. Upon a placement to a regular Custodian position, the Substitute Custodian's seniority date shall be the date of placement in the new classification.

Appendix A – Substitute Custodians are placed at Grade N-25.

Appendix B – Substitute Custodians are placed at Step 1 of Grade N-25 and shall not be subject to annual step advancement of anniversary increments.

ARTICLE 40: CUSTODIAL AND GROUNDS OVERSIGHT COMMITTEES

The parties agree to establish oversight committees for custodial and grounds during the term of the Agreement comprised of four members appointed by SEIU and four members appointed by management which shall meet on sites identified by the District as needed in order to develop collaborative solutions to custodial and grounds need identified by the District.

APPENDIX A

OPERATIONS UNIT
Effective July 1, 2022

GRADE	CLASSIFICATION
N-25	Custodian Warehouse Worker/Trainee*
N-27	Physical Education Custodian (M/F)
N-30	Grounds Maintenance Worker I Lead Custodian Swimming Pool Operator
N-31	Plant Coordinator I
N-32	Grounds Maintenance Worker II Stadium Grounds Specialist Warehouse Worker/Driver I
N-33	Bus Driver District Courier Plant Coordinator II Truck Driver
N-34	Grounds Maintenance Worker III Warehouse/Freezer Worker
N-35	Auditorium Operations Manager District Courier II Relief Bus Driver Warehouse Worker/Driver II
N-36	Grounds Maintenance Worker IV
N-37	Senior Bus Driver/Team Bus Driver
N-38	Transportation Scheduler
N-43	Dispatcher

*One-year position--At the completion of one (1) year and upon meeting the standards of expectations for the training period, a Warehouse Worker/Driver Trainee will automatically advance to Warehouse Worker/Driver I (Grade 32).

APPENDIX B

Operations Unit Salary Schedule

Effective, July 1, 2022

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
N25	$17.5894	$18.4742	$19.4429	$20.4353	$21.5116
N27	$18.4742	$19.4429	$20.4353	$21.5116	$22.6236
N30	$19.9690	$20.9855	$21.9898	$23.1138	$24.3097
N31	$20.4663	$21.4893	$22.5633	$23.6918	$24.8758
N32	$20.7940	$21.7866	$22.8628	$24.0584	$25.2541
N33	$21.2964	$22.4323	$23.5201	$24.6683	$25.8999
N34	$21.7866	$22.8628	$24.0584	$25.2541	$26.5337
N35	$22.4323	$23.5201	$24.6683	$25.8999	$27.2152
N36	$22.8628	$24.0584	$25.2541	$26.5337	$27.9684
N37	$23.5201	$24.6683	$25.8999	$27.2152	$28.6260
N38	$24.0584	$25.2541	$25.5337	$27.9684	$29.3915
N43	$27.1943	$28.5548	$29.9825	$31.4816	$33.0558

Formula to Calculate Annual Income

(Hourly Rate of Pay) **X** (Hours Worked Per Day) **X** (Duty Days) **=** (Annual Income)

Example:

$16.42	**X**	7.0	**X**	192	**=**	$22,068.48
(Grade N-33/step 1)		(7 hours per day)		(School Days Only)		

Formula to Calculate Monthly Income

(Annual Rate of Pay) ÷ (Number of Checks Per Fiscal Year) = (Monthly Income)

Example:

$22,068.48	÷	12 checks	=	$1,839.04

Duty Days

12 Month Employee: 261 days 10 Month Employee: 217 days
SDO School Days Only/Traditional: 192 days

11 Month Employee: 239 days 10½ Month Employee: 228 days
SDO School Days Only/Year-Round: 190 days

11½ Month Employee: 248 day

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SIDE LETTER AGREEMENT

BETWEEN THE

FRESNO UNIFIED SCHOOL DISTRICT

AND THE

SERVICE EMPLOYEE INTERNATIONAL UNION, LOCAL 521

(Custodian Promotion without Diploma/G.E.D.)

This Side Letter Agreement ("Agreement") between the Fresno Unified School District ("District") and the Service Employees International Union, Local 521 ("SEIU") regarding the permanent and substitute custodians employed November 30, 2021, or who became permanent and who do not hold a high school diploma/G.E.D. for promotion opportunity.

WHEREAS, the District and SEIU have discussed the promotion opportunity for permanent and substitute custodians who have been employed prior to November 30, 2021, when the custodian job description was revised to require a high school diploma or G.E.D. on July 29, 2009;

WHEREAS, the parties wish to work collaboratively to provide advancement opportunities for employees who have been with the district and working as custodians since the previous agreement to waive the high school diploma or G.E.D. requirement to be a custodian for those employed on the date of November 30, 2021;

WHERAS, the District has recognized substitute custodians as bargaining unit members and have employed permanent and substitute custodians without requiring a diploma or G.E.D.;

NOW, THEREFORE, the parties agree to allow a current employee working as a permanent or substitute custodian that was employed with the district on or before November 30, 2021, to have the ability to apply, interview and have the opportunity in the competitive hiring process to promote in the event they meet all other minimum requirements for the position with the exception of the high school diploma or G.E.D. requirement.

This agreement is non-precedent setting and shall not establish a past practice of any kind whatsoever with respect to any provision in the parties' Collective Bargaining Agreement.

For the Union:

Dated: 11/10/2021, 2021

Debbie Acosta, President
SEIU 521 Fresno Classified Employee Chapter

Dated: 11/10/2021, 2021

Diana Vasquez
Internal Organizer, SEIU 521

For the District:

Dated: November 10, 2021

Brian Christensen, Administrator
Human Resources/Labor Relations
Fresno Unified School District

Internal Worksite Organizer:_____

Union Steward: _____

Phone: _____

LOCAL 521
SEIU
Stronger Together

SEIU Local 521
5228 E. Pine Ave.
Fresno, CA 93727
559-447-2560
FAX: 559-261-9308
www.seiu521.org

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: DISCUSS AND APPROVE

TITLE AND SUBJECT: Discuss and Approve the Arts, Music, & Instructional Materials Discretionary Block Grant

ITEM DESCRIPTION: Included in the Board material for discussion and approval is Fresno Unified School District's plan for Arts, Music, & Instructional Materials Discretionary Block Grant.

The district received $37.7 million in one-time funds for the Arts, Music, & Instructional Materials Discretionary Block Grant. Requirements for the grant include discussion and approval of the budget; all funds are to be utilized through 2025/26.

Originally, the Board approved the plan at the November 06, 2024, Board Meeting which included Fresno Teachers Associations' (FTA) student support allocation of $30 million. However, all funds would not be expended by the end of 2025/26. The revised plan is to utilize utility costs for operations purposes in 2025/26 of $30 million. This will allow $30 million in the general fund to support FTA's student support allocation for 2025/26, 2026/27 and 2027/28.

The grant allows use as follows:

- Obtaining standard-aligned professional development and instructional materials for specific subject areas
- Obtaining professional development and instructional materials for improving school climate
- Developing diverse, culturally relevant and multilingual school library book collections
- Operational costs
- COVID-19 related costs

The district plans to utilize $30 million to support operational costs to cover utility costs and $7.7 million for textbook adoptions.

FINANCIAL SUMMARY: Sufficient funds in the amount of $37.7 million are available in the Arts, Music, & Instructional Discretionary Block Grant budget.

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

Fresno Unified School District



Arts, Music, & Instructional Materials Discretionary Block Grant

Board of Education

May 28, 2025

Arts, Music, & Instructional Block Grant Requirements

- Requires a discussion and approval of plan
- Uses of funds
  - Obtaining standard-aligned professional development and instructional materials for specific subject areas
  - Obtaining professional development and instructional materials for improving school climate
  - Developing diverse, culturally relevant and multilingual school library book collections
  - Operational costs
  - COVID-19 related costs
- Ends 2025/26

Summary

Staff recommends the Board approve:

- Operational Costs – $30,000,000
- Standards-aligned instructional materials specified subject areas – $7,738,575

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: PRESENT AND DISCUSS

TITLE AND SUBJECT: Present and Discuss the State's May Revised Budget Proposal

ITEM DESCRIPTION: Included in the Board material is a presentation on the State's May Revised Budget Proposal. Governor Newsom is scheduled to release the State's May Revised Budget Proposal for 2025/26 by Wednesday, May 14, 2025. On May 28, 2025, staff will present the updated information to the Board of Education including the budget risks and the impact to Fresno Unified School District.

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

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

Fresno Unified School District



2025/26
Governor's May Revise

Board of Education

May 28, 2025

Outline

- State Revenue Forecast
- State Economic Overview
- May Revise Updates
- Upcoming Budget Discussions

State Revenue Forecast – Big Three Revenue

"Big Three" Revenue Sources (In Millions)						
	2023-24		2024-25		2025-26	
	Governor's Budget	May Revision	Governor's Budget	May Revision	Governor's Budget	May Revision
Personal Income Tax	$113,380	$115,166	$121,106	$125,706	$133,815	$126,107
Corporation Tax	$34,318	$35,456	$43,199	$41,296	$37,377	$35,293
Sales Tax	$33,342	$33,339	$34,110	$33,706	$35,125	$34,866
Total	**$181,040**	**$183,961**	**$198,415**	**$200,708**	**$206,317**	**$196,266**

ource: SSC May Revise Presentation

State Revenue Forecast – Proposition 98

Proposition 98 Minimum Guarantee (in billions)								
2023-24			2024-25			2025-26		
Governor's Budget	May Revision	Difference	Governor's Budget	May Revision	Difference	Governor's Budget	May Revision	Difference
$98.50	$98.50	-	$119.20	$118.90	-$0.30	$118.90	$114.60	-$4.30

ource: SSC May Revise Presentation

State Economic Overview

- California's economy
  - "Risks and uncertainty remain elevated due to the fast-moving and changing landscape of federal policies"
- Unemployment Rates as of March 2025
  - National – 4.2%
  - State – 5.3%
  - Fresno County – 9.0%

Updating State Budget Impacts for Fresno Unified

January Proposal to May Revise

January Proposed Budget

LCFF COLA 2.43% - $13.2 million

- COLA after being offset by 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 and Preschool COLA 2.43%: $1.3 million

PERS Pension Rate: $700,000

No change to STRS rate

May Governor's Revise

LCFF COLA 2.30% - $8.1 million COLA after being offset by declining enrollment and ADA averages (24/25 actual ADA was lower)

- Funded on 3-year prior ADA Average
- Transitional Kindergarten lower ratios of 10:1 increases add on by $3,077 to $5,545 per TK ADA $6.0 million

Special Education COLA 2.30%: $1.3 million Funded on prior year ADA

Preschool – No COLA

PERS Pension Rate: $700,000

No change to STRS rate

Cash Deferrals

June 2026 to July 2026

Multi-Year LCFF COLA's

COLA Change

Fiscal Year	January Proposal	May Revise	Funded ADA Change	Change in LCFF $
2025/26	2.43%	2.30%	61,844	($1,975,000)
2026/27	3.52%	3.02%	61,684	($6,989,497)
2027/28	3.63%	3.42%	61,137	($9,375,108)

Planned Reductions

	2026/27	2027/28
January Proposal	($20,000,000)	($20,000,000)
May Revise	($25,000,000)	($25,000,000)

Governor's 2025/26 Proposed State Budget

LCFF Equity Multiplier	➢ Per-Pupil rate $939.05 (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	➢ $1.7 billion discretionary one-time block grant with flexible uses to support 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

Upcoming Budget Discussions

- Public Hearings of LCAP and Budget
  - June 04, 2025
- Public Adoption of LCAP and Budget
  - June 18, 2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 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

5/28/2025

The Superintendent respectfully nominates for elections the following certificated and classified personnel. Classification of certificated probationary or temporary teachers is pursuant to their respective classification contained in their employment contracts. Elections are subject to the salary schedule as adopted by the Board of Education and assignment by the Superintendent, school year 2024-2025.

ELECTIONS

Certificated Personnel

1085359	Kim	Brittney	Teacher, Senior High	Roosevelt High	5/5/2025
1070039	Mendoza	Maria	Teacher, Lrng Hndcp, Sdc	Burroughs Elementary	5/5/2025
1088327	Rios	Alana	Teacher, Vocational Education	Bullard High School	4/21/2025
1085646	Vue	Gabrielle	Teacher, Child Dvlpmt Ctr	Dolores Huerta Child Dev Centr	5/5/2025

Classified Personnel

1087353	Acosta	Vincent	Worker/Driver, Warehouse I	Warehouse	5/5/2025
1087834	Alonso	Luis	Custodian	Robinson Elementary	5/5/2025
1083704	Anguiano Lopez	Lorena	Paraeducator, Community Based	Sequoia Middle	5/5/2025
1088341	Banuelos	Alexis	Paraprof, Early Chldhd Mil/Mod Support Needs	Hidalgo Elementary	5/5/2025
1088338	Barajas	Nancy	Paraprof, After Schl/Ext Day	Starr Elementary	5/5/2025
1088342	Bentacourt	Aaliyah	Paraprof, Instructional Asst	Heaton Elementary	5/5/2025
1088340	Bryson	Christopher	Specialist, Electronics Serv	Maintenance And Operations	5/5/2025
1088343	Cabrera	Alyssa	Paraprof, Extensive Support Needs	Holland Elementary	5/5/2025
1088335	Cano Morales	Veronica	Paraprof, Mild/Moderate Support Needs	Slater Elementary	5/5/2025
1083487	Chambas	Robert	Paraprof, PE/Athletics	Bullard High School	5/5/2025
1087903	Cirimele	Joe	Driver, Bus	Transportation	5/5/2025
1082782	Cordova	Natalie	Nutrition Services Assistant	Food Services	5/5/2025
1071487	Cruz	Jennifer	Paraprof, After Schl/Ext Day	Storey Elementary	5/5/2025
1085847	Flores Arriaga	Asuzena	Custodian	Roosevelt High	5/5/2025
1088339	Franklin	Stacy	Paraprof, Mild/Moderate Support Needs	Thomas Elementary	5/5/2025
1088336	Gamez	Marcos	Paraprof, After Schl/Ext Day	Starr Elementary	5/5/2025
1083835	Gonzalez	Melanie	Paraprof, Mild/Moderate Support Needs	Leavenworth Elementary	5/5/2025
1088333	Gutierrez	Reyna	Nutrition Services Assistant	Nutrition Services	5/5/2025
1068573	Her	Jonathon	Paraprof, Extensive Support Needs	Terronez Middle School	5/5/2025
1067395	Hollingsworth	Donald	Nutrition Services Assistant	Packaging Center	5/5/2025
1086150	Howard	Deandrus	Nutrition Services Assistant	Nutrition Services	5/5/2025
1082376	Jackson	Gayla	Nutrition Services Assistant	Nutrition Services	5/5/2025
1081994	Jamison	Troy	Paraprof, Extensive Support Needs	Powers Elementary	5/19/2025
1079255	Jimenez	Noah	Assistant, Campus Safety	Cesar Chavez Adult School	5/5/2025
1087509	Kaur	Jaspreet	Nutrition Services Assistant	Packaging Center	5/5/2025
1088344	Kaur	Jaspreet	Nutrition Services Assistant	Packaging Center	5/5/2025
1085019	Ledesma	Anabel	Nutrition Services Assistant	Nutrition Services	4/7/2025
1083011	Lopez	Adrina	Paraprof, Mild/Moderate Support Needs	Burroughs Elementary	5/5/2025

1084075	Lopez	Andrew	Paraprof, After Schl/Ext Day	Hidalgo Elementary	5/19/2025
1080938	Moua	Bee	Custodian	Plant Operations	5/5/2025
1082833	Nino	Christian	Paraprof, After Schl/Ext Day	Pyle Elementary	5/19/2025
1088347	Pena	Shantel	Paraprof, Mild/Moderate Support Needs	Sequoia Middle	5/5/2025
1086941	Romero Galindo	Maria	Nutrition Services Assistant	Food Services	5/5/2025
1086879	Sor	Phannait	Paraprof, Mild/Moderate Support Needs	Turner Elementary	5/5/2025
1088345	Torres	Isaac	Paraprof, After Schl/Ext Day	Hidalgo Elementary	5/5/2025
1087908	Vasquez	Amanda	Nutrition Services Assistant	Food Services	5/5/2025
1084245	Vasquez Chavez	Odalys	Paraprof, After Schl/Ext Day	Webster Elementary	5/5/2025
1087985	Ventura- Jimenez	Alejandra	Lead, After Schl/Ext Day	Greenberg Elementary	2/3/2025
1085842	Villalobos	Gabriel	Nutrition Services Assistant	Nutrition Services	5/19/2025
1075729	Villegas	Carlos	Paraprof, After Schl/Ext Day	Balderas Elementary	5/5/2025
1088346	Wirth	Summer	Paraprof, Child Development	King Elementary	5/5/2025
1087376	Xiong	Bao	Custodian	Bakman Elementary	5/5/2025
1088334	Yang	Lou	Paraprof, Mild/Moderate Support Needs	Olmos Elementary	5/5/2025
1088351	Zavala	Lesley	Paraprof, Instructional Asst	Addams Elementary	5/5/2025

Management Classified

1088355	Corum	Laurence	Manager, Business Operations	Fiscal Services	5/19/2025

DISSMISSALS

No results found

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1076230	Bachar	Sarah	Teacher, Elementary	Powers Elementary	6/12/2025
1070509	Hay	Natalee	Teacher, Senior High	Roosevelt High School	6/12/2025
1078756	Melendez	Rebekah	Teacher, Senior High	Roosevelt High School	6/12/2025
1032332	Tell	Paul	Teacher, Elementary	Winchell Elementary	6/25/2025
1074982	Vasquez	Kimberly	Teacher, Elementary	Eaton Elementary	6/12/2025

Classified Personnel

1050775	Castellanosdenavarre	Anel	Manager, School Office Middle	Tioga Middle School	6/16/2025
1037250	Chang	Va	Custodian	Turner Elementary School	6/30/2025
1070739	Cruz	Aimee	Liaison, Home/School Spanish	Roosevelt High School	5/9/2025
1085421	Garcia	Savanah	Paraprof, After Schl/Ext Day	Del Mar Elementary	1/13/2025
1087410	Guillen	Destiny	Assistant, Noontime	Sequoia Middle	3/13/2025
1085828	Higle	Christina	Paraprof, Mild/Moderate Support Needs	Terronez Middle School	5/6/2025
~~1080431~~	~~Rios~~	~~Klarissa~~	~~Paraprof, Instructional Asst~~	~~Thomas Elementary~~	~~6/6/2024~~
1080431	Rios	Klarissa	Paraprof, Instructional Asst	Thomas Elementary	6/28/2024
1085840	Robles	Maria	Paraprof, Instructional Asst	Fremont Elementary	5/2/2025
1019100	Rodriguez	Frances	Paraprof, Extensive Support Needs	Hoover High	6/12/2025
1048193	Summers	Andrea	Nutrition Services Assistant	Nutrition Services	1/20/2025
1046855	Thao	Tou	Custodian	Thomas Elementary	4/14/2025
1035301	Turner	Chinia	Paraprof, Instructional Asst	Eaton Elementary	5/4/2025

Management Classified

1082997	Price	Wendy	Manager II, Nurse Educator	Health Services	6/30/2025

LEAVE REQUEST

Classified Personnel

1073989	Segura Arciga	Leticia	Paraprof, Instructional Asst	Jefferson Elementary	4/22/2025

R39-MONTH REEMPLOYMENT RIGHTS

Classified Personnel

1066201	Martinez	Leslie	Paraprof, Extensive Support Needs	Heaton Elementary	4/7/2025
1066473	Ramos	Amanda	Nutrition Services Assistant	Packaging Center	4/9/2025

PROMOTIONS

Classified Personnel

1084279	Garcia	Jeronimo	Worker, Grnds Maint I	Plant Operations	4/16/2025
1074240	Hernandez	Elizabeth	Paraeducator, Community Based	Mclane High School	4/22/2025
1074017	Luna-Covarrubias	Abelardo	Worker, Grnds Maint I	Plant Operations	4/16/2025

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the Board of Education regular meeting held May 14, 2025.

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

PREPARED BY Ambra O'Connor, Chief of Staff

DIVISION: Office of the Superintendent

CABINET APPROVAL PHONE: (559) 457-3838

CABINET APPROVAL: Chief of Staff, Ambra O'Connor 

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
May 14, 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 May 14, 2025, there were present Board Members Cazares, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis. Superintendent Mao Misty Her was also present.

For the record, Board Member Jonasson Rosas attended from the teleconference location as follows: Monterey Plaza Hotel, 400 Cannery Row, Monterey, California 93940. Pursuant to Government Code Section 54953(B)(2) all action taken during the teleconferenced meeting was by roll call vote.

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

PLEDGE OF ALLEGIANCE

Marie Williams, Ed.D., led the Flag Salute.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received two (2) requests to address the Board on Closed Session items. The individual's name and a summary of topic are as follows:

1. Emma Villa spoke of concerns of district leadership pertaining to Claims for Damages listed on the closed session agenda
2. Tammy McMahon-Gorans spoke of concerns of racism within 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 4:38 p.m.

Board President Davis RECONVENED the meeting to Open Session at 5:49 p.m.

Reporting Out of Closed Session

- Clerk Islas reported the Board received notification in Closed Session of the Principal lateral of Kevin Her as Principal II to Kirk Elementary School.

- On a motion by Board Clerk Islas, seconded by Board Member Thomas, the Board acted in Closed Session to hire Maribel Tostado to Principal II at Norseman Elementary School through the standard hiring process, by a vote of 7-0-0-0 as follows: AYES: Board Members: AYES: Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, Board Clerk Islas, and Board President Davis.

For the record, Clerk Islas read the approved Board Shared Agreements which are 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, **DISCUSS and APPROVE the 2025/26 Declaration of Need for Fully Qualified Educators**

For the record, the Board received zero (0) requests from the public to address agenda item B-1, Discuss and Approve the 2025/26 Declaration of Need for Fully Qualified Educators.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved agenda item, B-1, Discuss and Approve the 2025/26 Declaration of Need for Fully Qualified Educators by a vote of 6-0-0-1 as follows: AYES: Board Members Cazares, Levine, Thomas, Wittrup, Clerk Islas, and Board President Davis. ABSENT: Board Member Jonasson Rosas

B-2, **PRESENT and DISCUSS the 2025/26 Strategic Budget Development Phase II**

For the record, the Board received one (1) request from the public to address agenda item B-2, Present and Discuss the 2025/26 Strategic Budget Development Phase II. The individual's name with a summary of topic are as follows:

1. Brenda Quispe had questions regarding the budget.

For the record, Board members had comments pertaining to agenda item B-2. A summary is as follows:

Member Cazares requested a brief explanation of programs such as Break Through Success Community to help inform the public. Member Cazares referenced slide No. 14 regarding a one-time investment in the Department of Prevention and Intervention of $4 million and asked what the investment will go towards, and why only one-time. Member Cazares provided a shout out to Duncan Polytechnical High School for the Duncan Showcase.

Member Cazares spoke of the need for more athletic referees within the district as schools have had games canceled due to the lack of referees. Member Cazares suggested to staff the idea of partnering with California State University, Fresno to see if referee/officiating internships for university students is an option.

Member Levine thanked staff for categorizing the budget according to the goals. Referenced slide No. 12 and asked what the teacher supply allotment would now look like. Asked about the reduction of Department of Prevention and Intervention staff as well as English Learners, specifically what is the district losing. Referenced the College and Career Readiness goal and asked with the investments, is there a goal of how many additional students will be able to enroll.

Member Jonasson Rosas referenced rising energy costs and asked if there has been a cost benefit analysis for solar.

Patrick Jensen was available to provide clarity.

For the record, Member Thomas left the meeting at 6:06 p.m.

OPPORTUNITY for Public Comment on Consent Agenda Items

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

On a motion by Board Member Wittrup, seconded by Board Member Levine, the Board approved the Consent Agenda with the exception of agenda items C-20 by a vote of 5-0-0-2, as follows: AYES: Board Members Cazares, Levine, Wittrup, Clerk Islas, and Board President Davis. ABSENT: Board Members Jonasson Rosas and Thomas.

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 April 30, 2025.

C-3, APPROVE Meeting Minutes

APPROVED as recommended, the draft minutes for the regular meetings of the Fresno Unified School District Board of Education held April 23 and April 30, 2025, as well as the draft minutes for special meetings held April 03 and April 09, 2025.

C-4, APPROVE Student Outcomes Focused Governance Implementation Timeline

APPROVED as recommended, the updated Student Outcomes Focused Governance implementation timeline, established by the Board of Education in collaboration with the Council of the Great City Schools. The timeline will be presented as a routine item for review and approval on a bi-monthly basis.

C-5, APPROVE Proposed Board Policy Revisions

APPROVED as recommended, 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; and BP 6020 – Parent Involvement. These revisions meet the California School Boards Association recommendations and best practices.

C-6, APPROVE Amendment No. 2 to the Agreement with Optum Insight, Inc.
APPROVED as recommended, Amendment No. 2 to the agreement with Optum Insight, Inc. to provide health plan audit services to the Joint Health Management Board.

C-7, APPROVE Award of Bid 25-34, Sections A and B, Asphalt Pavement Rehabilitation at Hidalgo and Leavenworth Elementary Schools
APPROVED as recommended, information on Bid 25-34, Sections A and B, Asphalt Pavement Rehabilitation at Hidalgo and Leavenworth Elementary Schools. The project consists of the rehabilitation of asphalt play courts. Staff recommend award to the lowest responsive, responsible bidder: Section A (Hidalgo), Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA) $240,500; Section B (Leavenworth), Doug Ross, Inc. dba Central Valley Asphalt (Lindsay, CA) $ 164,300.

C-8, APPROVE Award of Bid 25-37, Gibson and Mayfair Elementary Schools Heating, Ventilation, Air Conditioning and Energy Management System Replacements
APPROVED as recommended, information on Bid 25-37, Gibson and Mayfair Elementary Schools Heating, Ventilation, Air Conditioning and Energy Management System Replacements. This project will improve classroom ventilation and air conditioning by replacing air handlers, heat pumps, energy management systems, and central plant equipment. Staff recommend award to the lowest responsive, responsible bidder: Strategic Mechanical, Inc. (Fresno, California) $2,305,000.

C-9, APPROVE Proposed Revisions for Board Bylaw Utility Distribution Easement to Pacific Gas and Electric Company and Authorize the Superintendent or Designees to Sign the Agreement Granting the Easement Deed
APPROVED as recommended, information regarding the granting of an easement deed to Pacific Gas and Electric Company (PG&E) for the installation of a new electric meter, transformer, electric box, and related utility improvements at the Operational Services Center.

C-10, DENY Claim GL24-1008-12780
DENIED as recommended, a Claim for Damages by a minor, case GL24-1008-12780.

C-11, DENY Claim GL25-0311-14232
DENIED as recommended, a Claim for Damages by a minor, case GL25-0311-14232.

C-12, DENY Claim GL25-0314-13967
DENIED as recommended, a Claim for Damages by a minor, case GL25-0314-13967.

C-13, DENY Claim GL25-0311-14231
DENIED as recommended, a Claim for Damages by Blanca Gutierrez Munguia, case GL25-0311-14231.

C-14, DENY Claim GL24-0412-14238
DENIED as recommended, a Claim for Damages by Heidi Sagaser, case GL24-0412-14238.

C-15, DENY Claim GL21-0801-14235
DENIED as recommended, a Claim for Damages by Janell Beamon, case GL21-0801-14235.

C-16, DENY Claim GL24-0821-14236
DENIED as recommended, a Claim for Damages by Stephanie Vasquez, case GL24-0821-14236.

C-17, RATIFY Change Orders
RATIFIED as recommended, information on Change Orders for the following projects:

- Bid 23-46, Jefferson Elementary School T-K Portable Improvements; Change Order 2 presented for ratification: $7,502.

- Bid 24-18, Farber Educational Campus South Building A, Modernization; Change Order 2 presented for ratification: $175,629

- Bid 24-35, Roosevelt High School Administration Building, Library, West Hall, and Theater Modernization; Change Order 3 (Admin Bldg. and West Hall) presented for ratification: $17,969; Change Order 4 (Admin Bldg. and West Hall) presented for ratification: $33,477; Change Order 3 (Library) presented for ratification: $154,401; and Change Order 4 (Library) presented for ratification: $54,108

- Bid 24-87, Gaston Middle School Sitework and Portable Improvement; Change Order 6 presented for ratification: $3,897

C-18, RATIFY the Filing of Notices of Completion
RATIFIED as recommended, Notices of Completion for projects which were completed according to plans and specifications as follows: Bid 23-46, Jefferson Elementary School T-K Portable Improvements; Bid 24-78 Sections A, B, and C, Athletic Field Rehabilitation at Sunset Elementary School, Tatarian Elementary School, and Hamilton K-8 School; Bid 24-87, Gaston Middle School Sitework and Portable Improvement; and Bid 24-95, Addicott Elementary School Shade Structures and Site Improvements.

C-19, RATIFY Purchase Orders from February 01, 2025, through February 28, 2025–Primary Report

RATIFIED as recommended, information on purchase orders issued from February 01, 2025, through February 28, 2025-Primary Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

C-20, RATIFY Purchase Orders from February 01, 2025, through February 28, 2025– Supplemental Report

RATIFIED as recommended, information on purchase orders issued from February 01, 2025, through February 28, 2025-Supplemental Report. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

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

> **Agenda item C-20** on tonight's Consent Agenda contains a purchase order between Fresno Unified School District and California Teaching Fellows Foundation.
>
> I did not participate in the making of the purchase order related to this agenda item; however, because of my employment with Fresno State, I have a remote financial interest in the purchase order.
>
> Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved agenda item C-20, by a vote of 5-0-1-1, as follows: AYES: Board Members Cazares, Jonasson Rosas, Wittrup, Clerk Islas, and Board President Davis. ABSTENTION: Board Member Levine. ABSENT: Board Member Thomas

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received five (5) requests to address the Board during Unscheduled Oral Communications. The individual's name and a summary of topic are as follows:

1. Jason Stansell shared information pertaining to an ADA complaint as well as concerns pertaining to accessibility to district departments and communication from the district.
2. Eileen Giron asked for the cost of feedback sessions and parent engagement sessions and shared concern about the use of budgets.
3. Isabel Corrales shared concerns related to the complaint process.
4. Brenda Quispe shared several requests as follows: asked if school sites could put student photos on certificates; if the Parent University website could be updated; if summer school pamphlets could have more cultures represented; asked if more special education programs could be offered during summer school; asked if more swim lesson sessions could be offered for those in the special education program; requested feedback on the Dual Language Immersion Byback day and for information on if there will be a Dual Language Immersion conference. Commented that paraeducators need a pay increase.
5. Ayden Cortez ceded time to Brenda Quispe.

OPPORTUNITY for Board Member Reflections on the Board Shared Agreements

For the record, there were no Board reflections shared.

D. ADJOURNMENT

Board President Davis ADJOURNED the meeting at 6:49 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 28, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Resolutions Delineating Authorized District Agents to Sign on Behalf of Fresno Unified School District

ITEM DESCRIPTION: Included in the Board material are Resolutions 25-73 through 25-92 presented for adoption to update authorized officials to sign various business transactions on behalf of Fresno Unified School District. These resolutions will be effective for the period beginning May 28, 2025, until revoked or superseded.

Signature Resolutions are updated periodically to reflect changes in staff and/or Board of Education Members.

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

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

ADOPT Resolutions No. 25-73 through No. 25-92 delineating district agents to sign documents for the period beginning May 28, 2025, until revoked or superseded for operational purposes.

The accompanying RESOLUTIONS are standard RESOLUTIONS presented for adoption. All RESOLUTIONS will be effective until revoked or superseded. The Business and Financial Services Division will review them at least once a year to make certain they are current and conform to any changes in the law.

RESOLUTIONS:

No. 25-73 Supersedes Resolution No. 25-35 authorizing agents to execute contracts for non-public school agreements

No. 25-74 Supersedes Resolution No. 25-36 authorizing agents to sign on behalf of Fresno Unified School District

No. 25-75 Supersedes Resolution No. 25-37 designating Custodian of Cafeteria Account

No. 25-76 Supersedes Resolution No. 25-38 authorizing agents to execute affidavit for lost warrants and to order fund transfers

No. 25-77 Supersedes Resolution No. 24-62 authorizing agents to sign legal documents required by the State of California Department of Motor Vehicles

No. 25-78 Supersedes Resolution No. 24-63 authorizing agents for District Self-Insured Liability Fund

No. 25-79 Supersedes Resolution No. 24-64 authorizing agents to sign School Site Acquisition documents

No. 25-80 Supersedes Resolution No. 24-65 authorizing agents for State School Building Program

No. 25-81 Supersedes Resolution No. 24-66 authorizing agents for Support of State Project Funding Applications and Name Designated District Representatives

No. 25-82 Supersedes Resolution No. 24-67 authorizing agents for Sales of Real Property

No. 25-83 Supersedes Resolution No. 24-68 authorizing agents on Purchase Orders

No. 25-84 Supersedes Resolution No. 24-69 authorizing agents to Acquire Federal Surplus Property

No. 25-85 Supersedes Resolution No. 24-70 authorizing State Department of General Services to Purchase Materials, Equipment, or Supplies for District Use

No. 25-86 Supersedes Resolution No. 24-71 authorizing designated agents for the State Tax Deposit Account with BMO Bank N.A.

No. 25-87 Supersedes Resolution No. 25-39 authorizing designated agents for Revolving Cash Fund with BMO Bank N.A.

No. 25-88 Supersedes Resolution No. 25-40 authorizing designated agents for the Adult School revenue Account with BMO Bank N.A.

No. 25-89 Supersedes Resolution No. 25-41 authorizing designated agents for the Employee Insurance Benefit Account with BMO Bank N.A.

No. 25-90 Supersedes Resolution No. 24-76 authorizing designated agents for the Federal Tax Deposit Account with BMO Bank N.A.

No. 25-91 Supersedes Resolution No. 24-79 authorizing designated agents for the Commercial Card Accounts with Commerce Bank

No. 25-92 Supersedes Resolution No. 24-82 authorizing designated agents for the processing of Electronic Fund Transfer for Employee Reimbursements with BMO Bank N.A.

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

RESOLUTION 25-73

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-73 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Carlos Castillo, Interim Chief Academic Officer

be authorized as District Authorized Agents to execute contracts for non-public school agreements.

This RESOLUTION revokes and supersedes Resolution No. 25-35 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED, this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: ____

NOES: ____

ABSENT: ____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Genoveva Islas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____
Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-74

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-74 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

Valerie F. Davis, President, Board of Education
Genoveva Islas, Clerk, Board of Education
Susan Wittrup, Board of Education
Claudia Cazares, Board of Education
Elizabeth Jonasson Rosas, Board of Education
Andy Levine, Board of Education
Keshia Thomas, Board of Education
Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services

be authorized as fiscal agents to sign orders, warrants, contracts, budgets, budget transfers, or other papers for and on behalf of the school district, when the same are required or authorized to be signed in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective May 28, 2025.

BE IT FURTHER RESOLVED, and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services

be authorized as fiscal agents to approve electronic business transactions, including budget transfers, in the regular course of the school business of the Fresno Unified School District, and when regularly authorized and ordered by the Governing Board of said school district, effective May 28, 2025.

BE IT FUTURE RESOLVED, and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
David Chavez, Chief, Human Resources/Labor Relations

be authorized as fiscal agents to sign payroll and personnel records, orders and reports.

Resolution No. 25-74

FRESNO UNIFIED SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES

I, Mao Misty Her, Secretary of the Board of Education of the Fresno Unified School District of Fresno County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district.

These approved signatures will be considered valid for the period of May 28, 2025, until revoked or superseded.

Date of Board Action: May 28, 2025.

Signature_____
Mao Misty Her, Superintendent
Secretary to the Board

Signatures of Member Board:

Signature_____
Valarie F. Davis
President of the Board of Education

Signature_____
Genoveva Islas
Clerk of the Board of Education

Signature_____
Susan Wittrup
Member of the Board of Education

Signature_____
Claudia Cazares
Member of the Board of Education

Signature_____
Elizabeth Jonasson Rosas
Member of the Board of Education

Signature_____
Andy Levine
Member of the Board of Education

Signature_____
Keshia Thomas
Member of the Board of Education

This RESOLUTION revokes and supersedes Resolution No. 25-36 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED, this 28th day of May 2025, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Genoveva Islas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____
Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-75

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-75 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

WHEREAS, a School Lunch and Breakfast Program and a Special Milk Project have been established by the California State Department of Education in cooperation with the Federal Government.

BE IT THEREFORE RESOLVED, by the Board of Education of the Fresno Unified School District and hereby ordered that:

The district's cafeterias extend their participation in these programs for the 1993-94 fiscal year and each year thereafter until revoked, utilizing the benefits of the programs to the best advantage.

IT IS FURTHER RESOLVED, that the Superintendent, pursuant to Education Code Section 39893, be designated to have custody of the Cafeteria Account and shall be responsible for collection and payment into the account of all monies required to be paid into the account and all expenditures there from, subject to such regulations as the governing board prescribes. The Superintendent shall cause to be prepared and filed all necessary reports and claims for reimbursement applicable to the above program.

IT IS FURTHER RESOLVED, that checks drawn on the Cafeteria Account shall be signed by two of the following persons:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul ldsvoog, Chief Operations Officer, Operational Services
Carlos Castillo, Interim Chief Academic Officer
Kim Kelstrom, Chief Executive, Fiscal Services
Luke Hicks, Executive Director, Fiscal Services
Rosa Contreras, Executive Director, Fiscal Services

Resolution No. 25-75

IT IS FURTHER RESOLVED, that Cafeteria Reports shall be signed by two of the following persons:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 25-37 and is effective May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNT OF FRESNO)

I, Genoveva Islas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____
Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION 25-76

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-76 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Carlos Castillo, Interim Chief Academic Officer
Kim Kelstrom, Chief Executive, Fiscal Services
Luke Hicks, Executive Director, Fiscal Services
Rosa Contreras, Executive Director, Fiscal Services

be authorized to execute affidavit for lost warrants and to order fund transfers, including direct and indirect cost allocation transfers, (electronic, warrant and/or journal entry) between the various funds of the District in order to provide responsible fiscal management of the respective funds in accordance with the Education Code and Board of Education Policies and Administrative Regulations.

General Fund
Charter School Fund
Adult Education Funds
Child Development Funds
Cafeteria Funds
Internal Service Funds
Capital Project Funds
Debt Service Funds

BE IT FURTHER RESOLVED, that quarterly reports of said fund transfers shall be presented to the Board of Education for ratification.

This RESOLUTION revokes and supersedes Resolution No. 25-38 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED, this 28th day of May 2025 by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

Resolution No. 25-76

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Genoveva Islas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said Board at a regular meeting and correct copy of a Resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____
Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-77

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-77 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul ldsvoog, Chief Operations Officer, Operational Services
Paul Rosencrans, Transportation Director, Operational Services
Ann Loorz, Executive Director, Purchasing

be authorized to sign legal documents by the California State Department of Motor Vehicles for any School District vehicle.

This RESOLUTION revokes and supersedes Resolution No. 24-62 and is effective on May 28, 2025 until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of, California, by the following vote:

AYES: ____

NOES: ____

ABSENT: ____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Genoveva Islas, authorized agent governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____
Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-78

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-78 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that the facsimile signature of the following individuals be authorized on checks drawn on the Fresno Unified School District Self-Insured Liability Fund:

Mao Misty Her, Superintendent
Dr. Michele Cantwell-Copher, County Superintendent of Schools
Oscar J. Garcia, County Auditor-Controller/Treasurer-Tax Collector

BE IT FURTHER RESOLVED, that the following District Agent be required to co-sign all checks in excess of $10,000:

Patrick Jensen, Chief Financial Officer, Business and Financial Services

This RESOLUTION revokes and supersedes Resolution No. 24-63 and is effective May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Valerie F. Davis, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Resolution 25-78

Witness my hand this 28th day of May 2025.

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-79

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-79 was adopted as follows:

BE IT RESOLVED by the governing board of the Fresno Unified School District and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
Ann Loorz, Executive Director, Purchasing

be authorized to sign the following School Site Acquisition documents that are not otherwise required to be signed by the Superintendent or Chief Financial Officer and that are approved by policy of the Board of Education: Determination of Fair Market Value, Purchase Contracts, Memorandum of Settlement, Claim for Rental Assistance Payment, Claim for Replacement Housing, Claim for Moving Expense, and Certificate of Acceptance of Grant Deed.

This RESOLUTION revokes and supersedes Resolution No. 24-64 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: ____

NOES: ____

ABSENT: ____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-79

I, Genoveva Islas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28TH day of May 2025.

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-80

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-80 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

WHEREAS, the Board of Education of the Fresno Unified School District, 2309 Tulare Street, Fresno, California, County of Fresno, desires to make the "Authorized Agents" to act for said school district in matters pursuant to Chapter 10 of Division 14 of the Education Code (State School Building Aid Law of 1952);

NOW THEREFORE BE IT RESOLVED, that until further action of this body, the following one or more persons are authorized to act individually as Authorized Agent or Agents on behalf of the aforementioned school district in all matters pursuant to Chapter 10 of Division 14 of the Education Code, other than those requiring action by the Governing Body of this school district;

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 24-65 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-80

I, Genoveva Islas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-81
IN SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-81 was adopted as follows:

WHEREAS, the Fresno Unified School District intends to file applications for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code; and

WHEREAS, a condition of processing the various applications under the School Facility Program is a resolution in support of those applications from the Fresno Unified School District Board of Education and signatures of the Fresno Unified School District Administration; and

WHEREAS, the Fresno Unified School District wishes to submit applications for eligibility determination and funding and any other applications for the following schools as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code as necessary for programs including, but not limited to, career technical education, modernization and new construction:

Addams Elementary School	New Construction/Modernization
Addicott Elementary School	New Construction/Modernization
Anthony Elementary School	New Construction/Modernization
Ayer Elementary School	New Construction/Modernization
Aynesworth Elementary School	New Construction/Modernization
Bakman Elementary School	New Construction/Modernization
Balderas Elementary School	New Construction/Modernization
Bethune Elementary School	New Construction/Modernization
Birney Elementary School	New Construction/Modernization
Burroughs Elementary School	New Construction/Modernization
Calwa Elementary School	New Construction/Modernization
Centennial Elementary School	New Construction/Modernization
Columbia Elementary School	New Construction/Modernization
Dailey Elementary School	New Construction/Modernization
Del Mar Elementary School	New Construction/Modernization
Easterby Elementary School	New Construction/Modernization
Eaton Elementary School	New Construction/Modernization
Ericson Elementary School	New Construction/Modernization
Ewing Elementary School	New Construction/Modernization
Figarden Elementary School	New Construction/Modernization
Fremont Elementary School	New Construction/Modernization
Gibson Elementary School	New Construction/Modernization
Greenberg Elementary School	New Construction/Modernization
Heaton Elementary School	New Construction/Modernization

Hidalgo Elementary School	New Construction/Modernization
Holland Elementary School	New Construction/Modernization
Homan Elementary School	New Construction/Modernization
Jackson Elementary School	New Construction/Modernization
Jefferson Elementary School	New Construction/Modernization
Juan Felipe Herrera Elementary School	New Construction/Modernization
King Elementary School	New Construction/Modernization
Kirk Elementary School	New Construction/Modernization
Kratt Elementary School	New Construction/Modernization
Lane Elementary School	New Construction/Modernization
Lawless Elementary School	New Construction/Modernization
Leavenworth Elementary School	New Construction/Modernization
Lincoln Elementary School	New Construction/Modernization
Lowell Elementary School	New Construction/Modernization
Malloch Elementary School	New Construction/Modernization
Manchester GATE	New Construction/Modernization
Mayfair Elementary School	New Construction/Modernization
Mccardle Elementary School	New Construction/Modernization
Muir Elementary School	New Construction/Modernization
New Southeast Elementary School	New Construction/Modernization
Norseman Elementary School	New Construction/Modernization
Olmos Elementary School	New Construction/Modernization
Phoenix Elementary Academy	New Construction/Modernization
Powers Elementary School	New Construction/Modernization
Pyle Elementary School	New Construction/Modernization
Robinson Elementary School	New Construction/Modernization
Roeding Elementary School	New Construction/Modernization
Rowell Elementary School	New Construction/Modernization
Slater Elementary School	New Construction/Modernization
Starr Elementary School	New Construction/Modernization
Storey Elementary School	New Construction/Modernization
Sunset Elementary School	New Construction/Modernization
Tatarian Elementary School	New Construction/Modernization
Thomas Elementary School	New Construction/Modernization
Turner Elementary School	New Construction/Modernization
Vang Pao Elementary School	New Construction/Modernization
Viking Elementary School	New Construction/Modernization
Vinland Elementary School	New Construction/Modernization
Webster Elementary School	New Construction/Modernization
Williams Elementary School	New Construction/Modernization
Wilson Elementary School	New Construction/Modernization
Winchell Elementary School	New Construction/Modernization
Wishon Elementary School	New Construction/Modernization
Wolters Elementary School	New Construction/Modernization
Yokomi Elementary School	New Construction/Modernization
Ahwahnee Middle School	New Construction/Modernization
Baird Middle School	New Construction/Modernization
Bullard Talent K-8	New Construction/Modernization
Computech Middle School	New Construction/Modernization
Cooper Academy Middle School	New Construction/Modernization
Fort Miller Middle School	New Construction/Modernization
Gaston Middle School	New Construction/Modernization
Hamilton K-8	New Construction/Modernization

Kings Canyon Middle School	New Construction/Modernization
Scandinavian Middle School	New Construction/Modernization
Sequoia Middle School	New Construction/Modernization
Tehipite Middle School	New Construction/Modernization
Tenaya Middle School	New Construction/Modernization
Terronez Middle School	New Construction/Modernization
Tioga Middle School	New Construction/Modernization
Wawona Middle School	New Construction/Modernization
Yosemite Middle School	New Construction/Modernization
Bullard High School	New Construction/Modernization/Career
Tech Ed Cambridge High School	New Construction/Modernization/Career
Tech Ed CART High School	New Construction/Modernization/Career
Tech Ed Design Science High School	New Construction/Modernization/Career
Tech Ed DeWolf High School	New Construction/Modernization/Career
Tech Ed Duncan Polytechnical High School	New Construction/Modernization/Career
Tech Ed Edison High School	New Construction/Modernization/Career
Tech Ed Francine and Murray Farber Educational Campus	New Construction/Modernization/Career
Tech Ed Fresno High School	New Construction/Modernization/Career
Tech Ed Hoover High School	New Construction/Modernization/Career
Tech Ed Mclane High School	New Construction/Modernization/Career
Tech Ed Patino Entrepreneurial High School	New Construction/Modernization/Career
Tech Ed Phoenix Secondary Academy	New Construction/Modernization/Career
Tech Ed Rata 7-12	New Construction/Modernization/Career
Tech Ed Roosevelt High School	New Construction/Modernization/Career
Tech Ed Sunnyside High School	New Construction/Modernization/Career
Tech Ed Adult Transitions Program	New Construction/Modernization/Career
Tech Ed Cesar Chavez Adult School	New Construction/Modernization/Career
Tech Ed Fulton School	New Construction/Modernization/Career
Tech Ed J.E. Young Academic Center	New Construction/Modernization/Career

NOW, THEREFORE, BE IT RESOLVED, the Fresno Unified School District Board of Education is in support of necessary applications under the School Facility Program and that the individuals identified below are hereby designated as District representatives and are hereby authorized and directed to file, on behalf of the District, all documents and papers associated with the applications for funding:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services

This RESOLUTION revokes and supersedes Resolution No. 24-66 and is effective on May 28, 2025, until revoked or superseded.

Resolution No. 25-81

PASSED AND ADOPTED this 28th day of May 2025, by Board of Education of the Fresno Unified School District of Fresno County, California by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

I, Valerie F. Davis, President of the Fresno Unified School District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.

_____

President of the Board of Education
Fresno Unified School District

I, Genoveva Islas, Clerk of the Board of Education of the Fresno Unified School District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Education of the Fresno Unified School District Governing Board at a regular meeting thereof held on the 28th day of May 2025, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Fresno Unified School District Governing Board this 28th day of May 2025.

_____

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-82

On motion of Trustee_____, seconded by Trustee_____ RESOLUTION NO. 25-82 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services

and their designees are authorized as District Authorized Agents for purchase or sale of Real Property and, for related real property interests, and are further authorized to execute agreements, deeds, certificates, and other documents pertaining to the purchase or sale of all real property and interests in real property to be sold or purchased by the District, without further Board approval, so long as the property or property interest has a value of $10,000 or less.

This RESOLUTION revokes and supersedes Resolution 24-67 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED, this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-82

I, Valerie F. Davis, President of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____

President of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-83

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-83 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
Ann Loorz, Executive Director, Purchasing

be authorized to sign Purchase Orders of the Fresno Unified School District that are approved by policy of the Board of Education, and

BE IT FURTHER RESOLVED, that Purchase Orders be honored on which names appear as signer or signers thereon when bearing or purporting to bear the facsimile signatures of any of the following:

NAME (PLEASE TYPE)	FACSIMILE SIGNATURE
Mao Misty Her	_____
Patrick Jensen	_____
Paul Idsvoog	_____
Ann Loorz	_____

This RESOLUTION revokes and supersedes Resolution 24-68 and is effective May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-83

I, Genoveva Islas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-84

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-84 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

WHEREAS, in order to acquire surplus property with a government acquisition cost of either $2,500 and over, or under $2,500, in accordance with Section II of the California Educational Agency for Surplus Property Plan of Operation, as amended, filed with, and approved by the Department of Health, Education and Welfare.

BE IT FURTHER RESOLVED, that:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
Ann Loorz, Executive Director, Purchasing

be authorized as representatives to acquire surplus property from the California State Education Agency for Surplus Property.

This RESOLUTION revokes and supersedes Resolution No. 24-69 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-84

I, Genoveva Islas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-85

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-85 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that:

The office of Procurement, Department of General Services of the State of California be authorized to purchase materials, equipment, or supplies and all other items bid for and on behalf of the Fresno Unified School District pursuant to Section 14814, Government Code, and that

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Paul Idsvoog, Chief Operations Officer, Operational Services
Ann Loorz, Executive Director, Purchasing

are hereby authorized and directed to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of Fresno Unified School District.

This RESOLUTION revokes and supersedes Resolution No. 24-70 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-85

I, Genoveva Islas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-86

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-86 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The BMO Bank N.A. as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its State Tax Deposit Account. Transactions shall be initiated by one of the following District agents:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Rosa Contreras, Executive Director, Fiscal Services
Luke Hicks, Executive Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 24-71 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-86

I, Genoveva Islas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-87

On motion of Trustee_____, seconded by Trustee_____ RESOLUTION NO. 25-87 was adopted as follows:

BE IT RESOLVED, by the governing board of the Fresno Unified School District and hereby ordered that checks drawn on the Fresno Unified School District Revolving Cash Fund shall be signed by two of the following persons:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Carlos Castillo, Interim Chief Academic Officer
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Rosa Contreras, Executive Director, Fiscal Services
Luke Hicks, Executive Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 25-39 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the governing board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution 25-87

I, Genoveva Islas, authorized agent of the governing board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-88

On motion of Trustee_____, seconded by Trustee_____ RESOLUTION NO. 25-88 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The BMO Bank N.A. as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its Fresno Adult School Revenue Account. Transactions shall be initiated by two of the following District agents:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Carlos Castillo, Interim Chief Academic Officer
Kim Kelstrom, Chief Executive, Fiscal Services
Rosa Contreras, Executive Director, Fiscal Services
Rodney Branch, Principal, Adult School
Keda Buttles, Vice Principal II, Adult School

This RESOLUTION revokes and supersedes Resolution No. 25-40 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED, this 28th day of May 2025, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution 25-88

I, Genoveva Islas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-89

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-89 was adopted as follows:

BE IT RESOLVED by the Governing Board of the Fresno Unified School District and hereby ordered that:

The BMO Bank N.A. as designated depository and (including its correspondent banks) of this District is hereby requested, authorized and directed to honor all checks, drafts, or other orders for payment of less than $10,000 of money drawn in this District's name on its Employee Insurance Benefit Account when bearing or purporting to bear the facsimile signature of the following Delta Health Systems staff:

William Michael Stemler

BE IT FURTHER RESOLVED, that any check, draft, or other orders for payment of an amount of $10,000 or more money drawn in this District's name in its Employee signature on the instrument as a co-signer:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Carlos Castillo, Interim Chief Academic Officer
Kim Kelstrom, Chief Executive, Fiscal Services
Rosa Contreras, Executive Director, Fiscal Services
Luke Hicks, Executive Director, Fiscal Services

BE IT FURTHER RESOLVED, that the BMO Bank N.A. (including its correspondent banks) shall be entitled to honor and to charge this District for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual purported facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signature or signatures resembled the facsimile specimen from time to time filed with the BMO Bank N.A. by the Chief Financial Officer of this District.

This RESOLUTION revokes and supersedes Resolution No. 25-41 and is effective May 28, 2025, until revoked or superseded.

Resolution No. 25-89

PASSED AND ADOPTED this 28th day of May 2025, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Genoveva Islas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____
Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-90

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-90 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The BMO Bank N.A. as designed depository and (including its correspondent banks) of this District is hereby requested, authorized, and directed to honor all orders for payment in the District's name in its Federal Tax Deposit Account. Transactions shall be initiated by one of the following District agents:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Rosa Contreras, Executive Director, Fiscal Services
Luke Hicks, Executive Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 24-76 and is effective on May 25, 2025, or until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-90

I, Genoveva Islas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____

Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-91

RESOLUTION FOR ADOPTION TO)
OBTAIN COMMERCIAL CARD ACCOUNTS)

The undersigned, Clerk, of the Fresno Unified School District Governing Board, Fresno, California ("District"), political subdivision of state, does hereby certify that this resolution set forth below ("resolution") was duly and regularly passed and adopted by the Governing Board of District, at a meeting duly called, on the 28th day of May 2025, and such resolution is still in full force and effect and has not been amended or revoked.

RESOLVED, that any one of the following:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Rosa Contreras, Executive Director, Fiscal Services
Luke Hicks, Executive Director, Fiscal Services

be and each hereby is authorized, directed and empowered to establish commercial card accounts ("Accounts") with Commerce Bank, N.A. (Kansas City, Missouri) (herein called "Commerce"), to incur debt (in the form of a line of credit established by Commerce for District) associated with the Accounts, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and/or agreement (each an "Agreement") to open the Accounts.

This RESOLUTION revokes and supersedes Resolution No. 24-79 and is effective on May 28, 2025, until revoked or superseded.

FURTHER RESOLVED, that any one of the foregoing named officers of District may from time to time request Commerce to issue commercial cards to any person in connection with any of the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of District may from time to time appoint an Administrator to assist Commerce in the administration of the Program as provided in the Agreement (each such term as defined in the Agreement).

FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.

Resolution No. 25-91

The undersigned further certifies that the specimen signatures appearing below are the signatures of the officers authorized to sign for District by authority of these resolutions.

SPECIMEN SIGNATURES:

Mao Misty Her
Superintendent _____

Patrick Jensen,
Chief Financial Officer _____

Kim Kelstrom
Chief Executive, Fiscal Services _____

Rosa Contreras

Executive Director, Fiscal Services _____

Luke Hicks
Executive Director, Fiscal Services _____

PASSED AND ADOPTED this 28th day of May 2025, by the Governing Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

I, Genoveva Islas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

_____
Clerk of the Governing Board of
Fresno Unified School District

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

RESOLUTION NO. 25-92

On motion of Trustee_____, seconded by Trustee_____, RESOLUTION NO. 25-92 was adopted as follows:

BE IT RESOLVED, by the Governing Board of the Fresno Unified School District and hereby ordered that:

The BMO Bank N.A., as designed depository and of this District is hereby requested, authorized, and directed to establish a bank account for the processing of electronic fund transfer for employee reimbursements for Fresno Unified School District. Transactions shall be initiated by two of the following District agents:

Mao Misty Her, Superintendent
Patrick Jensen, Chief Financial Officer, Business and Financial Services
Kim Kelstrom, Chief Executive, Fiscal Services
Steven Shubin, Deputy Executive, Payroll & Benefits
Rosa Contreras, Executive Director, Fiscal Services
Luke Hicks, Executive Director, Fiscal Services

This RESOLUTION revokes and supersedes Resolution No. 24-82 and is effective on May 28, 2025, until revoked or superseded.

PASSED AND ADOPTED this 28th day of May 2025, by the following Board of the Fresno Unified School District of Fresno County, California, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

STATE OF CALIFORNIA)
COUNTY OF FRESNO)

Resolution No. 25-92

I, Genoveva Islas, authorized agent of the Governing Board of Fresno Unified School District of Fresno County, California, do hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted by the said board at a regular meeting thereof held at its regular place of meeting at the time and by the vote above stated.

Witness my hand this 28th day of May 2025.

Clerk of the Governing Board of
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Job Description Chief Counsel

ITEM DESCRIPTION: Included in the Board material is the job description of Chief Counsel.

This position is responsible for improving student achievement through the effective management of assigned functions and activities; under the direction of the Superintendent of Schools, plan, organize, direct and provide professional legal services and counsel to the District in a wide variety of legal matters such as labor and employment, student rights, real estate, litigation, liability, and school bonds; serve as the primary legal advisor and represent the District before a variety of administrative and legislative bodies; supervise and evaluate assigned staff.

The Classified Management Salary Schedule 261 Duty Days with Chief Counsel placement on E-33.

FINANCIAL SUMMARY: Sufficient funds are available in the District's General Fund budget.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

TITLE:	Chief Counsel	**REPORTS TO**:	Superintendent
DEPARTMENT:	Risk Management	**CLASSIFICATION**:	Management
FLSA:	Exempt	**WORK YEAR**:	Varies
BOARD APPROVAL:		**SALARY**:	E-33/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of assigned functions and activities; under the direction of the Superintendent of Schools, plan, organize, direct and provide professional legal services and counsel to the District in a wide variety of legal matters such as labor and employment, student rights, real estate, litigation, liability, and school bonds; serve as the primary legal advisor and represent the District before a variety of administrative and legislative bodies; supervise and evaluate assigned staff.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Perform a variety of professional duties involved in providing a full range of legal services; serve as the primary legal advisor and representative of the District; effectively represent the District and assure compliance with applicable laws, codes, rules, and regulations. ***E***

Administer the preparation and conduct of litigation authorized by the Board of Education, including the preparation of pleadings and negotiations between parties, and authorize settlements within settlement authority. ***E***

Represent the District in all certificated and classified disciplinary hearings. ***E***

Consult with and advise the Superintendent of Schools, Board of Education, and District administration on legal matters and participate in the development of changes in administrative and Board policies; anticipate legal effects of emerging District initiatives, programs, and projects. ***E***

Represent the District in a wide variety of legal proceedings including public meetings, resolution sessions, trials, employee disciplinary hearings, mediations, prehearing conferences, and administrative hearings; develop related policies and procedures. ***E***

Provide significant legal and operational support to Human Resources and Labor Relations with respect to implementation of collective bargaining agreements, provide advice on legal issues pertaining to staffing and disciplinary issues; draft certificated and classified disciplinary actions for approval of Board of Education; represent the District in contested disciplinary and other related hearings. ***E***

Appear before a variety of federal, State, and local legislative bodies to represent the District's interests and present the District's position on a wide variety of issues; provide required information to various agencies as requested and appropriate. ***E***

Prepare written opinions and conduct independent research concerning legal relationships, duties, obligations, and rights involving District policies, programs, and projects. ***E***

Respond to filings, subpoenas, regulatory inquiries, and compliance complaints; compose legal memoranda, briefs, reports, correspondence, and other documents; assist administration in the drafting of rules, regulations, settlements, contracts, resolutions, agreements, legal forms, and other documents. ***E***

Anticipate the legal effect of emerging programs and projects and provide legal support for both educational and administrative programs proposed by the Board of Education and by the Superintendent of Schools. ***E***

Discuss legal needs with the Superintendent of Schools, Board of Education, District administrators and other staff; evaluate a wide variety of legal issues and recommend retainment of outside counsel as needed. ***E***

Direct and manage the delivery of legal services provided by the District or private counsel retained by the District including the preparation of pleadings, briefs, litigation, negotiation between parties, conduct of trial, necessary court appearances, and appellate arguments. ***E***

Serve as a resource and communicate with administrators, District personnel and outside agencies to coordinate activities, resolve issues, and exchange information; advise administration of unusual trends or issues and recommend appropriate action. ***E***

Maintain and direct the preparation and maintenance of reports, records and files related to assigned activities; research, compile data and prepare detailed reports regarding assigned activities. ***E***

Develop and prepare assigned budgets; analyze and review budgetary and financial data; authorize and control expenditures in accordance with established limitations. ***E***

Represent the District and participate in a variety of meetings, conferences, and trainings; attend Board of Education meetings; serve on assigned committees; conduct presentations as requested. ***E***

Develop and conduct staff development in-service training workshops for District personnel related to assigned activities. ***E***

Supervise and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination, and disciplinary actions. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

A baccalaureate from a recognized college or university and a Juris Doctor degree or equivalent from an American Bar Association accredited institution. Ten years of experience practicing law including experience providing legal counsel to school districts, educational institutions, or similar public agencies. Experience working with K-12 school districts in California is preferred. Experience involving the supervision of professional and administrative support staff is preferred.

LICENSES AND OTHER REQUIREMENTS: Required prior to employment.

Active membership and good standing in the State Bar of California throughout employment in this classification. Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Legal concepts, terminology, principles, and procedures.
Rules of evidence and conduct of court proceedings.
Applicable laws, codes, rules, and regulations related to assigned activities including California Education, Government, and Labor Codes, and Elementary and Secondary Education Act (ESEA).
State Bar of California Rules of Professional Conduct.
Methods and procedures required to provide legal services to administration and a governing body of a public agency.
Alternative Dispute Resolution (ADR) processes.
District organization, operations, policies, and objectives.
Record-keeping and report preparation techniques.
Budget preparation and control.
Principles of administration, supervision, and training.
Public speaking techniques.
Methods and practices of legal research.
Demonstrated sensitivity to and experience working with historically and systematically marginalized populations while maintaining a supportive atmosphere.
Interpersonal skills using tact, patience, and courtesy.
Principles and practices of management including supervising, training, and providing work direction.
Budget preparation and control.
Accurate record-keeping techniques.
Oral and written communication skills.
Operation of a computer to enter data, maintain records and generate reports.
District organization, operations, policies, objectives, and goals.

ABILITY TO:
Perform a variety of professional duties involved in providing a full range of legal services related to public education and District activities and operations.
Represent the District in a variety of legal proceedings and hearings.

Compose legal memoranda, briefs, reports, correspondence, and other documents.
Research legal issues and prepare sound legal opinions.
Develop administrative policies, procedures, rules, and regulations related to public education.
Interpret, apply, and explain laws, codes, rules, regulations, policies, and procedures.
Review existing and pending legislation related to public education and District activities and operations.
Model communications and interactions which respect individuals from varying cultural and socioeconomic backgrounds.
Analyze situations accurately and adopt an effective course of action.
Prepare and direct the preparation of a variety of comprehensive narrative and statistical reports.
Maintain current knowledge of laws, codes, rules, and regulations governing public education and District activities and operations.
Direct the establishment and maintenance of records and files.
Prepare and deliver oral presentations.
Plan and organize work.
Develop and prepare budgets.
Monitor and control expenditures.
Supervise and evaluate the performance of assigned staff.
Maintain confidentiality of sensitive and privileged information.
Understand and work within scope of authority.
Operate a computer and assigned software.
Establish and maintain cooperative and effective working relationships with others.
Communicate effectively both orally and in writing.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; fast-paced work, constant interruptions.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents and assure compliance; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally, kneeling, crouching or bending at the waist to retrieve or store files; sitting or standing for extended periods of time.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Job Description of Deputy Chief Counsel

ITEM DESCRIPTION: Included in the Board material is the job description of Deputy Chief Counsel.

This position is responsible for improving student achievement through the effective management of assigned functions and activities; under the direction of the Chief Counsel, assist the Chief Counsel, with significant responsibility for the departmental management; serve as primary of contract for senior District staff requiring assistance from legal counsel; assume the duties of the Chief Counsel in case of absence; prepare and conduct major litigation and administrative law hearings; assist in providing professional legal services and counsel to the District in a wide variety of legal matters such as labor and employment, student rights, litigation, liability, and school bonds; supervise support staff performing such duties.

The Classified Management Salary Schedule 261 Duty Days with Deputy Chief Counsel placement on E-31.

FINANCIAL SUMMARY: Sufficient funds are available in the District's General fund Budget.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Deputy Chief Counsel	**REPORTS TO:**	Chief Counsel
DEPARTMENT:	Risk Management	**CLASSIFICATION:**	Management
FLSA:	Exempt	**WORK YEAR:**	Varies
BOARD APPROVAL:		**SALARY:**	E-31/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of assigned functions and activities; under the direction of the Chief Counsel, assist the Chief Counsel, with significant responsibility for the departmental management; serve as primary of contract for senior District staff requiring assistance from legal counsel; assume the duties of the Chief Counsel in case of absence; prepare and conduct major litigation and administrative law hearings; assist in providing professional legal services and counsel to the District in a wide variety of legal matters such as labor and employment, student rights, litigation, liability, and school bonds; supervise support staff performing such duties.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Prepare and conduct litigation and administrative law hearings on behalf of the District; perform duties necessary in conjunction therewith, including development of strategy and legal theories, preparation of pleadings and trial and appellate briefs, the conduct of settlement negotiations between parties, the conduct of trial and hearings at the level of original jurisdiction or on appeal, and other court or hearing appearances in order to represent most effectively the interests of the District as such interests are interpreted by the Superintendent and/or Board of Education. ***E***

Attend and provide legal advice at meetings of the Board of Education, ad hoc committees established by the Board, citizens' oversight committees and other meetings as directed by the Chief Counsel. E

Prepare and render legal opinions concerning District powers, functions, jurisdiction and procedures; provide other legal, quasi-legal and research services to the Board of Education, the Superintendent and District administrative staff. ***E***

Provide legal assistance in the drafting of legal documents such as rules and regulations, resolutions, applications of diverse kinds, and other legal or quasi-legal papers upon request; approve such writings as to legality and form. ***E***

Prepare and render legal options upon request to the Board of Education, the Superintendent and District administrative staff. ***E***

Provide technical expertise, information and assistance to the Board of Education and the Superintendent regarding District functions; assist in the formulation and development of policies, procedures, and programs; advise the Board of Education and the Superintendent of unusual trends or problems and recommend appropriate corrective action. ***E***

Assist in planning, organizing, and implementing long and short-term programs and activities designed to develop District programs and services; prepare and present trainings to District departments to reduce legal liability and increase efficiency; advise District on legal issues pertaining to staffing, training, and budgeting for District programs, including use of restricted funds. ***E***

Assist in representing the District in collective bargaining activities, including advising and counseling Labor Relations, serving on the District's bargaining team during negotiations, drafting and/or reviewing proposed contract language and providing advice to the Board of Education, the Superintendent and District staff on the impact of proposed contract language and the operation of agreed-upon language; represent the District in negotiations with collective bargaining units for resolution of grievances and grievance arbitrations filing and defending labor-related lawsuits. ***E***

Provide significant legal and operational support to Human Resources and Labor Relations with respect to implementation of collective bargaining agreements, provide advice on legal issues pertaining to staffing and disciplinary issues; draft certificated and classified disciplinary actions for approval of Board of Education; represent the District in contested disciplinary and other related hearings. ***E***

Write, negotiate, review, and approve contracts for the District, including vendor contracts, construction contracts, State and federal grant application agreements, architectural and other outside consultant agreements, agreements for joint use and/or joint occupancy of property; lease and lease-financing agreements, and agreements for real estate transactions. ***E***

Advise on District bond-funded construction program, including proper use and management of funds, state reporting requirements and legal obligations; represent the District in matters before the State Allocation Board and the Office of Public School Construction; attend and provide legal counsel at meetings of the ICOC; represent the District in legal proceedings related to bond program work, including environmental and construction litigation, stop notices and bond issues; draft legal instruments for implementation of the District bond program. ***E***

Represent the District in hearings and proceedings before state hearing and mediation officers, Office of Civil Rights, and State Department of Education; assist in the implementation and interpretation of related legislation; investigate and respond to Uniform Complaints; write and review procedures and policies regarding zero-tolerance and student discipline policies; communicate with Section 504 officer to assure compliance with Board adopted policies. ***E***

Coordinate and assist in directing and reviewing the activities of support staff engaged in providing legal services to the District; provide case assignments to support staff; supervise work by support staff; assist the Chief Counsel in developing and implementing strategic plans for improvement and effectiveness of legal services. ***E***

Assist to supervise periodic revision of the rules and regulations of the Board. ***E***

Communicate with other administrators, personnel, and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information; develop policies and procedures to encourage effective and efficient management controls. ***E***

Supervise and evaluate the performance of assigned staff and oversee training of non-lawyer personnel. ***E***

Attend and conduct a variety of meetings as assigned; establish and maintain relations/membership with local, State, and federal agencies and associations to remain current on programs and issues that affect District legal services; present reports and initial finding. ***E***

Participate in in-service education programs for the benefit of administrative and teaching personnel including seminars and conferences with Principals, Vice Principals, counselors, and teachers, as requested by the Chief Counsel. ***E***

Serve as the Chief Counsel in the absence of the Chief Counsel. ***E***

Provide oversight of activities of District outside counsel. ***E***

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

A baccalaureate from a recognized college or university and a Juris Doctor degree or equivalent from an American Bar Association accredited institution. Five years of experience practicing law including experience providing legal counsel to school districts, educational institutions, or similar public agencies. Experience working with K-12 school districts in California is preferred. Experience involving the supervision of professional and administrative support staff is preferred.

LICENSES AND OTHER REQUIREMENTS: Required prior to employment.

Active membership and good standing in the State Bar of California throughout employment in this classification. Valid California driver's license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Legal concepts, terminology, principles, and procedures.

Rules of evidence and conduct of court proceedings.
Applicable laws, codes, rules, and regulations related to assigned activities including California Education, Government, and Labor Codes, and Elementary and Secondary Education Act (ESEA).
State Bar of California Rules of Professional Conduct.
Methods and procedures required to provide legal services to administration and a governing body of a public agency.
Alternative Dispute Resolution (ADR) processes.
District organization, operations, policies, and objectives.
Record-keeping and report preparation techniques.
Budget preparation and control.
Principles of administration, supervision, and training.
Public speaking techniques.
Methods and practices of legal research.
Demonstrated sensitivity to and experience working with historically and systematically marginalized populations while maintaining a supportive atmosphere.
Interpersonal skills using tact, patience, and courtesy.
Principles and practices of management including supervising, training, and providing work direction.
Budget preparation and control.
Accurate record-keeping techniques.
Oral and written communication skills.
Operation of a computer to enter data, maintain records and generate reports.
District organization, operations, policies, objectives, and goals.

ABILITY TO:
Perform a variety of professional duties involved in providing a full range of legal services related to public education and District activities and operations.
Represent the District in a variety of legal proceedings and hearings.
Compose legal memoranda, briefs, reports, correspondence, and other documents.
Research legal issues and prepare sound legal opinions.
Develop administrative policies, procedures, rules, and regulations related to public education.
Interpret, apply, and explain laws, codes, rules, regulations, policies, and procedures.
Review existing and pending legislation related to public education and District activities and operations.
Model communications and interactions which respect individuals from varying cultural and socioeconomic backgrounds.
Analyze situations accurately and adopt an effective course of action.
Prepare and direct the preparation of a variety of comprehensive narrative and statistical reports.
Maintain current knowledge of laws, codes, rules, and regulations governing public education and District activities and operations.
Direct the establishment and maintenance of records and files.
Prepare and deliver oral presentations.
Plan and organize work.

Develop and prepare budgets.
Monitor and control expenditures.
Supervise and evaluate the performance of assigned staff.
Maintain confidentiality of sensitive and privileged information.
Understand and work within scope of authority.
Operate a computer and assigned software.
Establish and maintain cooperative and effective working relationships with others.
Communicate effectively both orally and in writing.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; fast-paced work, constant interruptions.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents and assure compliance; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally, kneeling, crouching or bending at the waist to retrieve or store files; sitting or standing for extended periods of time.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective May 28, 2025

Management 261 Duty Days

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E33	Chief Operational Services	E169	$757.20	$797.05	$839.01	$883.17	$929.65
	Senior Executive	E227					
	Chief Counsel	E284					
E32	Chief Engagement and External Partnership Officer	E259	$682.33	$716.45	$752.28	$789.89	$829.38
	Chief Equity and Access	E200					
	Chief Executive	E236					
	Chief Information Officer	E139					
	Chief of Staff (General)	E221					
	Chief Technology Officer	E179					
E31	Assistant Superintendent	E159	$611.96	$642.56	$674.69	$708.42	$743.84
	Assistant Superintendent, Operational Services	E161					
	Deputy Executive (General)	E208					
	Prevention and Intervention Executive	E263					
	Deputy Chief Counsel	E285					
E30	Executive Officer, District & School Accountability & Improvement	E104	$576.44	$605.26	$635.53	$667.30	$700.67
	Executive Officer, School Leadership	E105					
	Executive Officer (General)	E220					
E29	Administrator (General)	E195	$540.92	$567.96	$596.37	$626.17	$657.49
	Administrator, Human Resources / Labor Relations	E007					
	Executive Director (General)	E210					
	Executive Director, Constituent Services	E003					
	Executive Director, Health Service and Student Health Services	E264					
	Executive Director, Human Resources/Labor Relations	E096					
	Executive Director, Maintenance & Operations	E098					
	Executive Director, Purchasing	E101					
	Executive Director, Research Evaluation and Assessment	E094					
E27	Director (General)	E219	$511.27	$536.82	$563.64	$591.84	$621.45
	Director, Benefits and Risk Management	E066					
	Director, Career Readiness	E067					

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: DISCUSS and ADOPT

TITLE AND SUBJECT: Discuss and Adopt Job Description Director, Americans with Disabilities

ITEM DESCRIPTION: Included in the Board material is the job description of Director, Americans with Disabilities (ADA).

This position is responsible for improving student achievement through the effective management of assigned functions and activities; plan, organize, control and direct the District's Americans with Disabilities (ADA) interactive program to provide timely delivery of high-quality services to staff, sites and departments; review and analyze the District's ADA program and Section 504 of the Rehabilitation Act of 1973 for compliance; supervise, provide clear work direction and evaluate the performance of assigned personnel.

The Classified Management Salary Schedule 261 Duty Days with Director, Americans with Disabilities (ADA) placement on E-27.

FINANCIAL SUMMARY: Sufficient funds are available in the District’s General fund Budget.

PREPARED BY: Manjit Atwal

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Director, Americans with Disabilities (ADA)	**REPORTS TO:**	Executive Director
DEPARTMENT:	Risk Management	**CLASSIFICATION:**	Management
FLSA:	Exempt	**WORK YEAR:**	Varies
BOARD APPROVAL:		**SALARY:**	E-27/Management Salary Schedule

BASIC FUNCTION:

Accountable for improving student achievement through the effective management of assigned functions and activities; plan, organize, control and direct the District's Americans with Disabilities (ADA) interactive program to provide timely delivery of high-quality services to staff, sites and departments; review and analyze the District's ADA program and Section 504 of the Rehabilitation Act of 1973 for compliance; supervise, provide clear work direction and evaluate the performance of assigned personnel.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principal job elements.)

Serve as the District's ADA Compliance Director and perform independent professional work planning, implementing, coordinating, and monitoring the District's compliance with the ADA and related Section 504; improve and increase accessibility for persons with disabilities to programs, services and activities offered by the District. ***E***

Organize, control, and direct the District's assigned program services to schools and department offices; provide District-wide leadership and technical expertise to assure compliance with the ADA, including Amendments, Americans with Disability Guidelines (ADAAG), and Section 504 of the Rehabilitation Act of 1973.***E***

Facilitate timely, thorough, and good faith interactive processes for employees and applicants with disabilities. Ensure that employees/applicants are informed of the full array of available options during an interactive process. ***E***

Prepare, maintain, and ensure proper and timely documentation of all required communications, records, and reports related to the interactive and reasonable accommodations process (i.e., medical questionnaires documenting functional limitations; communications with medical providers identifying job impacts; evaluations from third-party case managers determining fitness for duty, etc.). ***E***

Follow up on temporary accommodation plans, medical notes, and employees who are out on leave and returning to work from leave. Ensure all HIPAA, FERPA and privacy laws are followed. ***E***

Review and analyze the District's current position for compliance with established codes, laws and procedures related to the ADA and Section 504; make required changes to ensure District compliance. ***E***

Provide technical expertise, information, and assistance to site administrators and other managers regarding assigned functions; formulate and develop effective procedures to accomplish stated goals; develop and conduct compliance training for staff. ***E***

Consult with the Risk Management department regarding compliance or "reasonableness of accommodations" and any other ADA issues. ***E***

Participate in the overall management of the Risk Management function to provide timely delivery of high-quality services. ***E***

Ensure that appropriate ADA accommodation equipment is available for deployment to eligible individuals. Ensure that ADA equipment is accounted for, inventoried, and maintained. ***E***

Coordinate with Technology Services and other departments to review software programs and adaptive technologies to ensure products and services sufficiently support 504 and/or 508 accessibility and overall ADA compliance. Research and recommend access/adaptive technology or other alternative solutions that meet ADA regulations and requirements. ***E***

Communicate and collaborate with other administrators and District personnel to coordinate program activities, resolve issues and conflicts and exchange information. ***E***

Provide counseling to employees regarding their rights under the ADA and Section 504, and other related items. ***E***

Develop, plan, and implement strategic long and short-term plans and activities; compile information and make decisions regarding the needs, objectives, and programs of assigned area(s). ***E***

Direct preparation and maintenance of a variety of narrative and statistical reports, records and files; review and analyze to ensure accuracy of data; prepare a variety of correspondences and other documents. ***E***

Communicate and collaborate with other administrators and District personnel to coordinate program activities, resolve issues and conflicts and exchange information. ***E***

Provide counseling to employees regarding their rights under the ADA and Section 504, and other related items. ***E***

Supervise and evaluate the performance of assigned staff on a regular basis and provide clear, constructive feedback to improve staff effectiveness; interview and select highly

qualified employees and recommend transfers, reassignment, termination, and disciplinary actions; plan, coordinate and arrange for appropriate training of staff in support of professional learning. ***E***

Visit school sites and classrooms on a regular basis; maintain collaborative relationships and continuing communications with staff and employee groups. ***E***

Value risk taking and innovation; perform courageously and ethically to accomplish stated goals.

Perform related duties as assigned.

EDUCATION AND EXPERIENCE: Required prior to employment.

Any combination equivalent to: bachelor's degree with a minimum of 5 years of full-time equivalent work experience in coordinating and implementing ADA compliance and accommodation programs, and five years increasingly responsible supervisory experience.

LICENSES AND OTHER REQUIREMENTS: Required prior to employment.

Valid California driver's license. Current ADA Coordinator Training Certification or willingness to obtain and maintain current certification while employed with the District is required.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Planning, organization, and direction of the functions of the assigned program and practices.
Applicable federal, state and District laws, codes, regulations, policies, guidelines, and procedures related to accessibility and civil rights compliance for individuals with disabilities.
Innovative, workable solutions to complex and sensitive problems.
FEHA, FMLA, leaves, and other laws impacting access and non-discrimination.
Titles I, II, and III of the ADA.
Demonstrated sensitivity to and experience working with historically and systematically marginalized populations while maintaining a supportive atmosphere.
Interpersonal skills using tact, patience, and courtesy.
Principles and practices of management including supervising, training, and providing work direction.
Budget preparation and control.
Accurate record-keeping techniques.
Oral and written communication skills.
Operation of a computer to enter data, maintain records and generate reports.
District organization, operations, policies, objectives, and goals.

ABILITY TO:
Plan, organize and administer the District's ADA interactive program.
Review and analyze the District's current position for compliance.
Work collaboratively and build positive relationships with a diverse group of stakeholders.

Demonstrate leadership to all stakeholders by inspiring and motivating others to reach a common goal.
Communicate, understand, and follow both oral and written directions.
Interpret, comprehend, apply, and explain rules, regulations, collective bargaining agreements, policies and procedures related to assigned area(s).
Facilitate the resolution of grievances/complaints related to ADA compliance.
Analyze situations accurately, identify problems and risks, and adopt an effective course of action.
Maintain a high level of confidentiality.
Plan, prioritize and organize work to meet schedules and timelines.
Work independently with little direction.
Prepare comprehensive narrative and statistical reports.
Supervise and evaluate the performance of assigned staff.
Dispense corrective feedback in a manner that inspires accountability among colleagues and direct reports.
Demonstrate loyalty and high ethical standards.
Focus and appropriately allocate resources toward identified goals.
Manage change and design an effective system of reporting progress and monitoring results.
Negotiate skillfully in difficult situations and create solutions to promote compromise.
Think outside the box and develop new methods or solutions inspiring others to reach a common goal.
Communicate using patience and courtesy in a manner that reflects positively on the organization.
Actively participate in meeting District goals and outcomes.
Apply integrity and trust in all situations.

WORKING CONDITIONS:

ENVIRONMENT:
Office environment; driving a vehicle to conduct work; contact with dissatisfied individuals; fast-paced work, constant interruptions.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, hearing and speaking to exchange information and make presentations; seeing to monitor various activities and to read various documents and assure compliance; dexterity to operate a computer and other office equipment; reaching overhead, above the shoulders and horizontally, kneeling, crouching or bending at the waist to retrieve or store files; sitting or standing for extended periods of time.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

Fresno Unified School District

Classified Management Daily Salary Schedule 2024-2025

Effective May 28, 2025

Management 261 Duty Days

Grade	Job Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
E27	Director, Fiscal Services	E073	$511.27	$536.82	$563.64	$591.84	$621.45
	Director, Food Services	E074					
	Director, Human Resources	E079					
	Director, Transportation	E093					
	Director, Risk Management	E272					
	Director, Americans with Disabilities (ADA)	E286					
E26	Administrative Analyst	E015	$486.91	$511.27	$536.82	$563.64	$591.84
	Administrative Analyst, Research, Evaluation & Assessment	E194					
	Manager III (General)	E223					
	Manager III, Technology Services	E113					
E25	Manager II (General)	E211	$463.73	$486.91	$511.27	$536.82	$563.64
	Manager II, Emergency Planning/Crisis Response	E042					
	Manager II, Grants	E043					
	Manager II, Information Technology	E048					
	Manager II, Maintenance and Operational Services	E119					
	Manager II, Mentoring	E053					
	Manager II, Nurse Educator	E273					
	Manager II, Special Education	E212					
	Manager II, Student Conduct Hearing	E154					
	Manager II, Specialized Programs	E245					
E24	Business Operations Manager (General)	E213	$441.65	$463.73	$486.91	$511.27	$536.82
	Design Lead	E266					
	Manager I, Applications Development and Support	E170					
	Ombudsman	E143					
	Manager I, (General)	E258					
	Manager I, Program	E123					
	Manager Program, Student Wellness	E265					
	Manager I, Communications	E142					
	Manager, Grounds and Landscape Services	E282					
E23	Executive Assistant to Superintendent	E024	$420.62	$441.65	$463.73	$486.91	$511.27
E22	Analyst II, Budget	E261	$400.59	$420.62	$441.65	$463.73	$486.06
	Coordinator II, Technology Support Services	E172					
	Project Manager (General)	E214					

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Board Meeting Date: May 28, 2025

ACTION REQUESTED: ADOPT

TITLE AND SUBJECT: Adopt Provisional Internship Permits

ITEM DESCRIPTION: Included in the Board material is a Provisional Internship Permit (PIP) recommendations to rehire or hire upon Board adoption.

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

Included for Board consideration and adoption is the recommended PIP hire:

Name	Site	Subject
Carol Hunt	Mayfair Elementary	Special Education Mild/Moderate Support Needs (MMSN) and Extensive Support Needs (ESN)

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

PREPARED BY: Annarita Howell, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

Fresno Unified School District
Board Agenda Item

Board Meeting Date: May 28, 2025

ACTION REQUESTED: ADOPT

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

ITEM DESCRIPTION: Included in the Board material is the Variable Term Waiver for Career Technical Education Credential Holder.

Recommendations for Variable Term Waivers:

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

This request is to seek approval to place the teacher below on a Variable Term Waiver for the English Learner Authorization:

Name	Site	Subject
Alana Rios	Bullard High School	Career Technical Education (CTE) Credential for Arts, Media and Entertainment (AME)

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

PREPARED BY: Annarita Howell, Assistant Superintendent

DIVISION: Human Resources/Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve the 2024/25 Revised Certificated Management Negotiable Monthly Salary Schedule

ITEM DESCRIPTION: Included in the Board material is the following salary schedule:

- 2024/25 Certificated Management Negotiable Monthly Salary Schedule

FINANCIAL SUMMARY: There are sufficient funds available in the district budget at this time.

PREPARED BY: Annarita Howell, Assistant Superintendent

DIVISION: Human Resources/ Labor Relations

CABINET APPROVAL PHONE: (559) 457-3713

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

Fresno Unified School District

Certificated Management 261 Monthly Salary Schedule

Competitive and Negotiable 2024-2025

Effective May 1, 2025

Job Code	Job Title	Grade	Neg Step
~~E168~~	~~Interim Superintendent*~~	~~Neg~~	~~$28,479.47~~
E138	Chief Academic Officer*	Neg	$24,481.78
E158	Superintendent*	Neg	$29,883.72

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

All above salary include the percentage salary increase negotiated with the bargaining units.

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90
Annual $1000 for M.A. on all classes
Annual $1500 for Earned Doctorate
*Additions are non-cumulative

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

Year 2024-2025
3% increase effective 7/1/2024
Board approved Pending

Year: Management Salary Schedule 2024-2025
Salary may be pro-rated based on FTE (<1.0 FTE)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Internal Audit and Fraud Investigation Services Contract with Price Paige & Company

ITEM DESCRIPTION: Included in the Board material is an agreement with Price Paige & Company for Internal Audit and Fraud Investigation Services for the period of July 01, 2025, to June 30, 2028.

The Fresno Unified School District Audit Committee met on April 29, 2025. After careful consideration the Audit Committee motioned and unanimously approved a recommendation to the Board of Education that Price Paige & Company be contracted to provide Internal Audit and Fraud Investigative Services. This will be a three-year agreement, with two potential one-year extensions, for an annual amount not to exceed $120,000.

FINANCIAL SUMMARY: Sufficient funds in the amount of $120,000 annually have been budgeted and are available in the district's Unrestricted General Fund.

PREPARED BY: Patrick Jensen

DIVISION: Business and Financial Services

CABINET APPROVAL PHONE: (559) 457-6226

CABINET APPROVAL: Chief Financial Officer, Patrick Jensen 

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

Contract Routing Form

Completed Independent Contract Agreement Attached

Contract Number: 230206

Federal Funding Will Not Be Used

Price, Paige & Company	***Accountancy Corp***
Vendor Name	***Address***
559.299.9540	**Fausto Hinojosa**
Phone Number	***Vendor Contact***
Term (Duration) From: 7/1/2025	**Through: 6/30/2028**
FUSD Contract Administrator: Patrick.Jensen@fresnounified.org	**Business Services Admin**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0700 0875 5899 7200 0000**

Contract Amount: $120,000.00 **Authorized as Not to Exceed**

Scope of Work Summary: *Provide* Internal *Audit And Fraud Investigation Services As Approved And Directed By The Fresno Unified School District Audit Committee.*

FUSD contract administrator acknowledges all individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes

Routing Order:

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

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

3) Vendor Fausto Hinojosa

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

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

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

Routing: ***Board Date(if applicable): 4/9/2025***

Procurement Detail *|Price Paige & Company, 20-23 Internal Audit and Fraud Investigation Services,*

Fresno Unified School District
PURCHASING

1 Independent Contractor Services Agreement

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

GENERAL INFORMATION Contract Number: *230206* Funding: *Federal Funding Will Not Be Used*

School/Department Budget:	**030 0700 0875 5899 7200 0000**
Contractor's Vendor Name:	***Price, Paige & Company***
Contractor's Contact Person:	**Fausto Hinojosa**
Contractor's Title:	***Firm Administrator***
Contractor's Telephone Number:	**559.299.9540**
Contractor's E-mail:	***Fausto@Ppcpas.Com***
Contractor's Address:	***Accountancy Corp***

This Independent Contractor Services Agreement is made and entered into effective 7/1/2025 (the "Effective Date") by Fresno Unified School District ("District") and ***Price, Paige & Company*** ("Contractor").

I. Contractor Services. Contractor agrees to provide

OBJECTIVE: Provide internal audit and fraud investigation services as approved by the Fresno Unified School District Audit Committee. This is a three year agreement with two potential one-year extensions.

DELIVERABLES AND DELIVERY SCHEDULE: Price Paige and Company will invoice the district on a monthly basis.

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
The district requires an internal auditor to ensure that the school district operates effectively, efficiently, and ethically, protecting its financial integrity and the interests of students and the community.	If we have an internal auditor, we can ensure financial integrity, and operational effectiveness of the district, ensuring that resources are managed wisely and that the district operates in a transparent, accountable, and efficient manner.	The internal auditor will provide an essential role in helping the district operate efficiently, stay compliant with regulations, mitigate risks, and prevent fraud.	The internal auditor will protect the interests of students and the community.	We expect to mitigate risk, prevent fraud and stay compliant with regulations.	We will monitor these outcomes by requesting the auditor provide quarterly updates and/or reports at the district's Audit Committee meetings.	And ultimately mitigate risk, prevent fraud and stay compliant with regulations for the term of the three year contract with the two optional one year extensions.

1

III. Terms and Conditions

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

2. Term. This Agreement shall begin on 7/1/2025, and shall terminate on 6/30/2028. There shall be no extension of the term of the agreement without express written consent from all parties.

3. Payment. District agrees to pay Contractor at following rate of $120,000.00 per year, not to exceed $120,000.00. Checks will be made payable to ***Price, Paige & Company***. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

4. Incidental Expenses. **No** (If Yes, see a-f)
   a. Lodging $0.00 Actual cost. Not to exceed IRS Travel per diem limits **Receipt Required.*
   b. Meals $0.00 Reimbursement limited to actual cost up to IRS M&IE per diem rates for: Breakfast, Lunch, and Dinner **Receipt Required.*
   c. Travel $0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0.00 As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $120,000.00
   f. Other $0.00

	Yes	No
5. Employment. Contractor must certify by acknowledgment they are **NOT** a current FUSD employee *(including supplemental/non-perm)* ***(must mark Yes to confirm**. If employment relationship exists contact purchasing.)*	◉	○
6. Contractor is a CalPERS or CalSTRS retiree?	○	◉
7. California Residency. Contractor is exempt from nonresident withholding in California	◉	○

8. Report Fraud, Waste and Abuse. By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form by visiting the Report Fraud, Waste, or Abuse link at the bottom of www.fresnounified.org, or navigating direct to https://ppc.cpa/fresno-unified-fraud-alert-form . The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

9. Conflict of Interest. In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.
   Contractor's initials FH

10. Anti-discrimination. Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment. If you believe you, or your student, have been subjected to discrimination, harassment, intimidation, or bullying you should contact your school site principal and/or the District's Chief Compliance and Title IX Officer David Chavez, by phone at 559-457-3500, by email at David.Chavez@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

11. Termination of Agreement. Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

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

12. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the District in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the District, Contractor shall provide a written acknowledgment from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the District an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

13. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

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

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

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

administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention maybe satisfied by either the named insured or the District. **The District shall be named as an additional insured on the policies by separate endorsement.** A Certificate of Insurance and endorsements shall be **attached to this Agreement as proof of insurance.** The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary.

16. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

18. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor 's employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1.

Fingerprinting required per this contract: Yes

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

Contractor's initials FH FH District's initials SS

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

20. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

21. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

22. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

23. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

24. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

25. Attorney's Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses,

including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

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

District:

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

Contractor: ***Price, Paige & Company***

Name: **Fausto Hinojosa**

Address: ***Accountancy Corp***

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

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

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

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

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

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

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

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

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

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

DISTRICT

Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Price, Paige & Company

Fausto Hinojosa

Name:*Fausto Hinojosa , *Title: Firm Administrator

Jan 28, 2025

Date

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

Jan 29, 2025

Date

Contract: 230206 PRICE, PAIGE & COMPANY

FUSD Contract Administrator:
Patrick.Jensen@fresnounified.org

Attachments

Fresno Unified School District
PURCHASING
4498 N. Brawley
Fresno, CA 93722
559-457-3588

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Agreement with Pythian Services, Inc.

ITEM DESCRIPTION: Included in the Board material is a Statement of Work to support Fresno Unified School District's development of a robust and unified data strategy. This initial effort will involve pre-workshop data collection, a three-day onsite workshop, and post-workshop implementation planning. The work will focus on establishing a strong technical foundation, including an assessment of the district's data landscape and opportunities for improved data management practices. This is a precursor to broader districtwide discussions on data strategy, and to preparing for AI implementation.

This effort also builds upon Fresno Unified's investment in Databricks as a scalable platform for data integration and advanced analytics, positioning the district to support more comprehensive collaboration across departments. By strengthening our underlying infrastructure and developing a clear, actionable roadmap, this initiative will enhance operational efficiency, promote data literacy, and foster a culture of data-informed decision making in alignment with district strategic goals.

FINANCIAL SUMMARY: Sufficient funds in the amount of $27,500 are available in the Information Technology Department budget.

PREPARED BY: David Jansen, Executive Officer

DIVISION: Information Technology

CABINET APPROVAL PHONE: (559) 457-3560

CABINET APPROVAL: Chief Technology Officer/Tami Lundberg/

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

Contract Routing Form

Contract Attached

Contract Number: 255177

Federal Funding Will Not Be Used

Pythian Services Usa Inc.	***106 W 32nd St , New York, Ny, 10001***
Vendor Name	***Address***
6126053579	**Mike Harnish**
Phone Number	***Vendor Contact***
Term (Duration) From: 5/29/2025	**Through: 6/30/2025**
FUSD Contract Administrator: David.Jansen@fresnounified.org	**Technology Services**
Name	***Site/Dept***

Budget (Fund-Unit-Dept.-Activity-Function-Object) **030 0140 0887 5899 0000 7700**

Contract Amount: $27,500.00 **Authorized as Not to Exceed**

Scope of Work Summary: *Supports* Fresno *Unified'S Data Strategy Via A Workshop Series To Build A Technical Foundation Using Databricks, Enabling Collaboration, Efficiency, And Data-Informed Decision Making.*

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

Routing Order:

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

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

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

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

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

Routing:BOE Board Date(if applicable): 5/28/2025

Procurement Detail |

II. Academic Return on Investment

Situation	***Inputs***	***Outputs***		***Outcomes*** *(Must be measurable)*		
Problem and Need	***Investments*** *(e.g., equipment, funds, product, services, staff)*	***Activities*** *What we do*	***Participants*** *Who we reach*	***Short-term*** *(Learning)* *Expect to see*	***Mid-term*** *(Change in Behavior or Performance)* *Want to see*	***Long-term*** *(Change in Condition)* *Hope to see*
Fresno Unified faces fragmented data systems, inconsistent data practices, and limited data literacy across departments. These barriers hinder the district's ability to use data effectively for strategic decision-making, resource allocation, and improved student outcomes.	A one-time investment of $27,500 funds a structured workshop engagement to develop a unified data strategy. The investment leverages existing tools such as Databricks to maximize returns through improved infrastructure use.	Pre-workshop data inventory and stakeholder engagement, A 3-day workshop with district leaders covering data governance, integration, architecture, and strategy, and post-workshop planning, including roadmap development, governance framework design, and training plan creation	*Primary participants include IT leaders and technical staff. Broader engagement will follow, involving cross-departmental teams in data governance and training initiatives.*	Clear visibility into existing data systems and practices, Prioritized data use cases aligned with district needs, Technical roadmap and governance foundation for action, Increased awareness of data opportunities across leadership	More efficient reporting and analytics across departments, improved data access, security, and quality, launch of districtwide data literacy training, greater alignment in cross-functional planning and decision-making	Enhanced student outcomes through data-informed instruction and support, more equitable and efficient resource allocation, sustainable data governance and collaboration culture, full realization of a unified, scalable data platform (Databricks)

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FIELD CTO SERVICES

SOW No. 03

This Statement of Work No. 03 ("**SOW**") is made as of the date it is signed by the last of the parties ("**Effective Date**") by and between Pythian Services USA Inc. ("**Pythian**") and Fresno Unified School District ("**Customer**") pursuant to the Master Services Agreement dated as of March 5, 2024 between the parties ("**Agreement**"). Capitalized terms used in this SOW and not defined have the meaning ascribed to them in the Agreement.

1. Description of Services

Pythian will provide the following Services under this SOW:

Executive Workshop: Pythian will conduct education/informational sessions for C-Suite executives, focusing on emerging technologies, their business implications, and strategies for leveraging them effectively. Each Executive Workshop is conducted in the course of 3 days, to be mutually determined by the parties. The specific Executive Workshop delivered under this SOW is the Fresno Data Strategy Workshop and Implementation.

Vision: To empower Fresno Unified with a robust, unified data strategy that drives enhanced operational efficiency and fosters a data-driven culture across the district.

Challenge: Fresno Unified currently faces challenges with fragmented data sources, inconsistent data management practices, and limited data literacy among stakeholders. This hinders the district's ability to leverage data effectively for informed decision-making and strategic planning.

Solution: This focused engagement will guide Fresno Unified through a structured process to develop and implement a unified data strategy. It consists of three key phases:

Pre-Workshop Preparation:

- **Data Inventory and Documentation:** Each department will compile a detailed inventory of their data sources, including systems, data types, and access methods.
- **Use Case Pre-Brainstorming:** Participants will individually brainstorm potential data-driven use cases within their departments and cross-departmentally.
- **Data Literacy Self-Assessment:** Participants will complete a self-assessment to gauge their current data literacy levels.
- **Stakeholder Interviews:** Workshop facilitators will conduct interviews with key stakeholders to gather diverse perspectives and understand data-related needs and challenges.

3-Day Onsite Workshop:

- **Day 1:** Focuses on foundational concepts, data source deep dive, use case brainstorming, and data domain prioritization.

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- **Day 2:** Covers data governance and security, technology and architecture planning, reporting and analysis strategy, and change management.
- **Day 3:** Addresses financial considerations, building a data-driven culture, hands-on tool training, roadmap development, and action planning.

Post-Workshop Implementation:

- **Action Planning Refinement:** Workshop facilitators and district leadership will collaborate to finalize the action plan.
- **Communication and Dissemination:** Key takeaways and the action plan will be shared with all stakeholders.
- **Data Governance Committee Formation:** A cross-functional committee will be established to oversee data management policies and practices.
- **Data Literacy Training Plan:** A tailored training plan will be developed to enhance data literacy across the district.

Key Deliverables:

- **Pre-Workshop:** Data landscape report, workshop materials, and communication plan.
- **During Workshop:** Facilitated sessions, documentation of key decisions, and action plan draft.
- **Post-Workshop:** Workshop summary report, data strategy roadmap, data governance framework template, and data literacy training resources.

Expected Outcomes:

- **Enhanced Operational Efficiency:** Streamlined data management, optimized resource allocation, and data-informed decision-making will improve operational effectiveness.
- **Data-Driven Culture:** Increased data literacy and a collaborative approach to data will foster a data-driven culture across the district.
- **Unified Data Platform:** A unified data platform will enable seamless data access, integration, and analysis, breaking down data silos and maximizing data value.

By actively participating in this focused engagement, Fresno Unified will be well-equipped to harness the power of data to achieve its strategic goals and enhance operational excellence across the district.

Note that the exact elements to cover during the workshop are subject to change based on our further discussions on key focus areas of Fresno Unified. This workshop will be tailored to your specific needs.

3-Day Onsite Data Strategy Workshop Agenda for Fresno Unified

Pre-Work

For Fresno Unified Participants:

- **Data Inventory & Documentation:**

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    - **Task:** Each department head should compile a list of their key data sources, including:
        - System names and descriptions
        - Data types stored (student, financial, HR, etc.)
        - Data access methods
        - Current data quality issues (if known)
    - **Purpose:** This provides a foundation for the Data Source Deep Dive on Day 1, accelerating the mapping process and ensuring all key systems are accounted for.
- **Use Case Pre-Brainstorming:**
  Task: Participants should individually brainstorm potential data-driven use cases within their departments *and* cross-departmentally.
    - **Purpose:** This pre-thinking allows for more focused and productive brainstorming sessions during the workshop.
- **Data Literacy Self-Assessment:**
    - **Task:** Participants can complete a short online assessment or questionnaire to gauge their current level of data literacy.
    - **Purpose:** This helps identify areas where data literacy training may be needed and allows for tailored support during the workshop.[1]
- **Stakeholder Interviews:**
    - **Task:** Workshop facilitators can conduct brief interviews with key stakeholders (teachers, administrators, support staff) to gather perspectives on current data use, challenges, and desired outcomes.
    - **Purpose:** This provides valuable context and ensures the workshop addresses the specific needs and concerns of different user groups.

For Workshop Facilitators:

- **Detailed Data Landscape Research:**
    - **Task:** Conduct thorough research on Fresno Unified's existing data infrastructure, including:
        - System documentation
        - Data governance policies (if any)
        - Technology stack
        - Previous data initiatives
    - **Purpose:** This allows facilitators to tailor the workshop content and activities to Fresno Unified's specific context.
- **Preparation of Workshop Materials:**
    - **Task:** Develop engaging presentations, interactive exercises, and collaborative activities aligned with the revised agenda.
    - **Purpose:** Ensures smooth flow and maximizes participant engagement during the workshop.
- **Tool Setup and Testing:**
    - **Task:** Set up and test any reporting and data analysis tools that will be used during the hands-on sessions.
    - **Purpose:** Prevents technical glitches and ensures a seamless learning experience for participants.
- **Communication and Logistics:**
    - **Task:** Clearly communicate pre-work expectations to participants, including deadlines and instructions.[2]
    - **Purpose:** Ensures participants are prepared and sets a positive tone for the workshop.

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Day 1: Foundations, Context, Current State, and Data Source Deep Dive

8:30 AM - 9:15 AM: Welcome, Introductions, and Connecting Data to District Success

- Welcome and introductions.
- Review Fresno Unified's core mission and strategic goals, linking them to both student achievement and operational efficiency.
- Define measurable objectives for the workshop and the broader data strategy, emphasizing data unification, identifying the potential need for a Standards-Based Interoperability Framework, and outlining the initial steps for a data governance plan.
- Discuss data ethics and privacy.

9:15 AM - 10:45 AM: Current State Assessment: Data Landscape and Fragmentation

- Interactive analysis of existing data infrastructure, applications, and data sources, highlighting fragmentation.
- Collaborative evaluation of data management practices (quality, security, compliance) across disparate systems.
- Identification of pain points and opportunities for optimization through group discussion and visual mapping.

10:45 AM - 12:30 PM: Data Source Deep Dive: Mapping Fresno Unified's Data Ecosystem

- Detailed review of Fresno Unified's data sources:
  - Departmental systems (Finance, HR, etc.)
  - Core operational systems (CGI Advantage, Atlas, Laserfiche, Microsoft Teams)
  - Data Warehouse (SQL Server) and Databricks
  - Knowledge bases (Confluence, SharePoint)
  - FAQs
  - SaaS applications
  - Legacy systems
  - Microsoft Access
- Visual mapping of data flows and interdependencies.
- Discussion of data access and data ownership.

12:30 PM - 1:30 PM: Lunch Break

1:30 PM - 3:15 PM: Use Case Brainstorming: Addressing Data Fragmentation

- Collaborative brainstorming of data-driven use cases, with a focus on those that require cross-departmental data integration.
- Application of the Lean Canvas, highlighting data source dependencies.

3:15 PM - 4:15 PM: Data Domain Prioritization: Focusing on Integration Points

- Prioritized discussion of data domains, with emphasis on those that span multiple systems.
- Identification of key integration points and data sharing opportunities.
- Initial discussion on whether a Standards-Based Interoperability Framework could be beneficial for these integration points.

4:15 PM - 5:00 PM: Understanding Data Challenges and Opportunities in a Fragmented Environment

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- Discussion of the challenges of working with disparate data sources (data silos, inconsistencies, etc.).
- This hinders the district's ability to leverage data effectively and securely for informed decision-making and strategic planning.
- Exploration of the opportunities for improved decision-making through data unification.

Day 2: Strategy, Governance, and Planning for Unified Data Management

8:30 AM - 10:00 AM: Refining Use Cases: Prioritizing for Data Integration

- **Use Case Prioritization:** Applying a defined set of criteria (e.g., impact on student achievement, feasibility of implementation, alignment with strategic goals) to prioritize the brainstormed use cases for data integration.
- **Databricks and Data Warehouse Focus:** Specifically identifying and highlighting use cases that would strategically leverage the capabilities of the existing Data Warehouse and the Databricks platform.

10:00 AM - 12:30 PM: Data Governance and Security: Establishing Unified Standards

- **Data Governance Framework Development:** A collaborative session focused on outlining the key components of a data governance framework tailored to Fresno Unified's needs, including roles and responsibilities, data ownership, data quality standards, and data lifecycle management.
- **Practical Exercises:** Engaging in practical exercises focused on:
    - **Data Classification:** Defining different levels of data sensitivity within the district.
    - **Access Control:** Brainstorming appropriate access control mechanisms for integrated data.
    - **Security Protocols:** Discussing security best practices for managing and sharing unified data.
- **SaaS Data Handling:** Dedicated discussion on the specific challenges and considerations for governing and securing data originating from various SaaS applications used by the district.
- **Initial Data Governance Plan Outline:** Starting to document the initial outline of the data governance plan based on the discussions and exercises.

12:30 PM - 1:30 PM: Lunch Break

1:30 PM - 3:00 PM: Technology and Architecture Planning: Towards a Unified Data Platform

- **Existing Architecture Evaluation:** A review of Fresno Unified's current data architecture, identifying its strengths, weaknesses, and gaps in supporting data integration and unification.
- **Optimal Databricks Architecture Discussion:** A technical deep dive led by Pythian to discuss and identify the most optimal data architecture for leveraging Databricks as a potential unified data platform, considering factors like scalability, performance, and cost-effectiveness.
- **Data Migration and Integration Strategies:** Brainstorming and discussing different strategies and approaches for migrating data from disparate systems and integrating it into the target unified platform.

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3:00 PM - 4:30 PM: Reporting and Data Analysis Strategy: Enabling Cross-Departmental Insights

- **Unified Reporting and Analysis Vision:** Developing a vision for how unified data can be leveraged to create comprehensive and insightful reports and dashboards that span across different departments.
- **Hands-on Tool Exploration:** Providing a hands-on introduction and exploration of various tools (potentially including Databricks notebooks, BI tools connected to the Data Warehouse) that can be used for cross-departmental data analysis.

4:30 PM - 5:00 PM: Change Management: Preparing for Data Unification

- **Change Management Strategy Discussion:** Facilitating a discussion around the key change management considerations for successfully implementing a unified data platform, including communication strategies, stakeholder engagement, and addressing potential resistance to change.
- **Addressing the Human Element:** Specifically focusing on the human aspects of combining data from various departments, such as fostering collaboration and addressing concerns about data ownership and access.

Day 3: Implementation, Culture, and Action (Data Unification Focus)

8:30 AM - 10:00 AM: Financial Considerations and FinOps: Investing in Data Unification

- **Financial Planning for Data Integration:** Discussing the financial implications of data integration projects, including infrastructure costs, software licensing, and personnel resources.
- **Total Cost of Ownership (TCO) Calculation:** Working through a basic framework for calculating the Total Cost of Ownership (TCO) associated with implementing and maintaining a unified data platform.

10:00 AM - 11:00 AM: Building a Data-Driven Culture: Breaking Down Data Silos

- **Strategies for Fostering Data Sharing:** Brainstorming and discussing specific strategies that Fresno Unified can implement to encourage a culture of data sharing, collaboration, and trust across different teams.
- **Data Literacy Training Plan Discussion:** Focusing on outlining the key topics, target audiences, and potential delivery methods for a data literacy training plan that will support the use of integrated data within the district. Pythian will offer guidance as needed on structuring this plan.

11:00 AM - 12:30 PM: Hands-on with Reporting and Data Analysis Tools: Unified Data Exploration

- **Practical Exercises with Integrated Data:** Engaging in hands-on exercises using Databricks and other identified tools to explore and analyze sample integrated data sets (if available) or simulated scenarios to demonstrate the power of unified data.

12:30 PM - 1:30 PM: Lunch Break

1:30 PM - 3:00 PM: Roadmap Development: Implementing the Unified Data Strategy

- **Data Integration and Platform Migration Roadmap:** Collaboratively developing a high-level roadmap outlining the key phases, milestones, and timelines for data integration initiatives and the migration towards a unified data platform

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- **Prioritizing Data Unification Initiatives:** Applying a prioritization framework (e.g., based on impact and feasibility) to determine the order in which data unification projects should be tackled.
- **Further Interoperability Framework Discussion:** Revisiting the concept of a Standards-Based Interoperability Framework, discussing specific examples of how it could be applied to the developed roadmap, and determining its potential usefulness for Fresno Unified's long-term data integration goals.

3:00 PM - 4:30 PM: Action Planning and Next Steps: Ensuring Data Unification Success

- **Developing Action Plans:** Breaking down the roadmap into more detailed action plans for specific data integration projects, data governance implementation, and the rollout of reporting and analysis capabilities.
- **Assigning Responsibility:** Clearly assigning ownership and accountability for specific tasks and deliverables related to the data unification initiatives.
- **Further Data Governance Plan Detailing:** Continuing to flesh out the data governance plan with more specific details on policies, procedures, and responsibilities.

4:30 PM - 5:00 PM: Workshop Wrap-up and Key Takeaways: Towards a Unified Data Future

- **Review of Key Takeaways:** Summarizing the key insights, decisions, and action items that emerged during the three-day workshop, with a strong focus on the path towards a unified data future for Fresno Unified.
- **Q&A and Next Steps:** Providing an opportunity for final questions and outlining the immediate next steps following the workshop to keep the data unification initiative moving forward.

Post Workshop Activities

Creation and delivery of workshop deliverables which includes:

Workshop Summary Report:

- A comprehensive report summarizing key workshop takeaways, including:
  - Major discussion points and decisions made
  - Prioritized use cases and data domains
  - Technology and architecture recommendations
  - Data governance and security considerations
  - Action plan with assigned tasks and timelines

Data Strategy Roadmap:

- A visual roadmap outlining the key phases, milestones, and timelines for implementing Fresno Unified's data strategy.

Data Governance Framework Template:

- A customizable template for Fresno Unified to develop their data governance policies, procedures, and standards.

Docusign Envelope ID: 89F0DC94-1014-498E-AAB8-112B29F74036

2. Fees and Payment

In consideration for the Services contemplated in section 1 of this SOW, Customer will pay Pythian as follows:

Data Strategy Workshop: $27,500

Data Strategy Workshop Services are invoiced upon execution of this SOW and Customer will pay within 30 days from receipt of the relevant invoice.

3. Location

Pythian will deliver the Services under this SOW at the Customer's premises located at 2309 Tulare Street, Fresno, CA 93721 or at The Lighthouse for Children building at 2405 Tulare Street, Fresno, CA 93721.

4. No Warranties

Pythian does not warrant any specific outcome or accepts any liability for any decision made by the Customer based on the Services provided under this SOW.

Signed by authorized representatives of both parties.

Fresno Unified School District

DocuSigned by:
David Jansen
D5975F88BCF244E...

David Jansen
Executive Director, IT

2309 Tulare Street
Fresno, CA 93721

4/23/2025 | 8:02:16 AM PDT

DISTRICT
Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

Pythian Services USA Inc.

DocuSigned by:
Ian Cascagnette
C3936263A52D45B...

Ian Cascagnette
CFO

241 N 5th Ave., Floor 8
Minneapolis, MN 55401

Notice for Correspondence:
319 McRae Ave., Suite 600
Ottawa, ON K1Z 0B9

4/25/2025 | 1:49:59 PM EDT

Approved As To Form:

Stacey Sandoval, Executive Director Risk Management

May 16, 2025

Date

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-31, Mayfair Elementary School Playground Replacements

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-31, Mayfair Elementary School Playground Replacements. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework for three playgrounds.

The request for bids was lawfully advertised on March 17, 2025. Notifications were sent to 285 firms plus six construction trade publications, and the district received five responses. Bids were opened on April 15, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Better Enterprises, Inc. (Fresno, California) $975,900.

The district purchased the play equipment, rubber tiles, and shade canopies utilizing a Board approved piggyback contract totaling $373,103 to mitigate long lead times. The total construction cost of the project is $1,349,003.

FINANCIAL SUMMARY: Sufficient funds in the amount of $975,900 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-31, MAYFAIR ELEMENTARY SCHOOL PLAYGROUND REPLACEMENTS

Bid Opening Date: April 15, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID MAYFAIR ES PLAYGROUND REPLACEMENTS	ADD ALT INSTALL CANTILEVER UMBRELLA SHADE CANOPIES	ALLOWANCE UNKNOWN/ UNFORESEEN UTILTY ENCOUNTERS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Better Enterprises, Inc.	**Fresno**	**$920,000**	**$30,900**	**$25,000**	**$975,900**	**$975,900**
Rakkar Development & Construction	Fresno	$946,000	$27,500	$25,000	$998,500	$998,500
Marko Construction Group, Inc.	Fresno	$1,091,500	$42,000	$25,000	$1,158,500	$1,158,500
Harris Development Corp. dba HBC Enterprises	Clovis	$1,132,749	$40,000	$25,000	$1,197,749	$1,197,749
BDM, Inc.	Hanford	$1,249,785	$49,875	$25,000	$1,324,660	$1,324,660

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 utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of Base Bid, Add Alternate, and Allowance items for $975,900 to Better Enterprises, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-32, Rowell Elementary School Playground Replacements

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-32, Rowell Elementary School Playground Replacements. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework for three playgrounds.

The request for bids was lawfully advertised on March 19, 2025. Notifications were sent to 285 firms plus six construction trade publications, and the district received six responses. Bids were opened on April 17, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Caliber Contracting Services, Inc. (Fresno, California) $661,808.

The district purchased the play equipment, rubber tiles, and shade canopies utilizing a Board approved piggyback contract totaling $341,747 to mitigate long lead times. The total construction cost of the project is $1,003,555.

FINANCIAL SUMMARY: Sufficient funds in the amount of $661,808 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-32, ROWELL ELEMENTARY SCHOOL PLAYGROUND REPLACEMENTS

Bid Opening Date: April 17, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 ROWELL ES PLAYGROUND REPLACEMENTS	ADD ALT. 1 REPLACE FENCING, TURF AND REGRADE GRASS AREA AT PRESCHOOL PLAYGROUND	ADD ALT. 2 INSTALL KINDERGARTEN CANTILEVER UMBRELLA SHADE CANOPY	ALLOWANCE UNKNOWN/ UNFORESEEN UTILTY ENCOUNTERS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Caliber Contracting Services, Inc.	**Fresno**	**$586,888.00**	**$53,920.00**	**$21,000.00**	**$25,000.00**	**$686,808.00**	**$686,808**
Rakkar Development & Construction	Fresno	$588,737.00	$55,713.00	$18,868.00	$25,000.00	$688,318.00	
Marko Construction Group, Inc.	Fresno	$660,000.00	$93,300.00	$33,600.00	$25,000.00	$811,900.00	
Harris Development Corp. dba HBC Enterprises	Clovis	$720,486.15	$49,197.00	$17,700.00	$25,000.00	$812,383.15	
GCB1, Inc. dba GC Builders	Fresno	$717,700.00	$54,700.00	$21,000.00	$25,000.00	$818,400.00	
~~JL McDaniels Companies dba McDaniels Construction~~	~~Bakersfield~~	~~$674,540.00~~	~~$88,000.00~~	~~$164,000.00~~	~~$25,000.00~~	~~$951,540.00~~	

Low bid determined by Base Bid plus Add Alternate 1 and 2:

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 utility encounters 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 Alternates, and Allowance items for $661,808 to Caliber Contracting Services, Inc., the lowest responsive, responsible bidder.

Staff recommends rejecting JL McDaniels Companies dba McDaniels Construction's bid as non- responsive for not being prequalified in accordance with Public Contract Code 20111.6 and for not using the district bid bond form inluded in bid documents.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-33, Kratt Elementary School Playground Replacement

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-33, Kratt Elementary School Playground Replacement. The project consists of the replacement of existing play equipment, installation of rubber surfacing, shade canopies, and associated sitework.

The request for bids was lawfully advertised on March 24, 2025. Notifications were sent to 285 firms plus six construction trade publications, and the district received four responses. Bids were opened on April 23, 2025. Staff recommend award to the lowest responsive, responsible bidder:

JL McDaniels Companies, dba McDaniels Construction (Bakersfield, California) $274,403.

The district purchased the play equipment, rubber tiles, and shade canopies utilizing a Board approved piggyback contract totaling $111,303 to mitigate long lead times. The total construction cost of the project is $385,706.

FINANCIAL SUMMARY: Sufficient funds in the amount of $274,403 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-33, KRATT ELEMENTARY SCHOOL PLAYGROUND REPLACEMENT

Bid Opening Date: April 23, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 KRATT ES PLAYGROUND REPLACEMENT	ALLOWANCE UNKNOWN/ UNFORESEEN UTILTY ENCOUNTERS	TOTAL BID AMOUNT
JL McDaniels Companies dba McDaniels Construction	**Bakersfield**	**$249,403**	**$25,000**	**$274,403**
Harris Development Corp., dba HBC Enterprises	Clovis	$322,499	$25,000	$347,499
Geometric Construction, Inc.	Fresno	$341,723	$25,000	$366,723
Belmont Construction, Inc., dba R&H Construction	Fresno	$378,570	$25,000	$403,570

The bid includes an allowance amount of $25,000 for unknown utility encounters 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 and Allowance items for $274,403 to JL McDaniels Companies dba McDaniels Construction, the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-36, Exterior Painting at Various Sites

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-36, Exterior Painting at Various Sites. This project includes six bid sections to provide exterior painting at Edison Bethune Charter Academy, Vang Pao Elementary School, Gaston Middle School, Tehipite Middle School, Hoover High School, and Sunnyside High School this summer. The schools identified to be painted are the most in need based on when they were last painted and assessment of paint conditions.

The request for bids was lawfully advertised on March 12, 2025. Notifications were sent to 157 firms plus six construction trade publications, and the district received thirteen responses for Section A and B, eleven responses for Section C and E, twelve responses for Section D, and ten responses for Section F. Bids were opened on April 10, 2025. Staff recommend award to the lowest responsive, responsible bidder:

- Section A – Edison Bethune Charter Academy
  GMAT Painting (Stockton, California) $75,500

- Section B – Vang Pao Elementary School
  H.B. Restoration, Inc. (Rio Linda, California) $82,050

- Section C – Gaston Middle School
  Anchor Singh Painting, Inc. (Sacramento, California) $262,333.33

- Section D – Tehipite Middle School
  GMAT Painting (Stockton, California) $180,500

- Section E – Hoover High School
  George E. Masker, Inc. (Oakland, California) $345,000

- Section F – Sunnyside High School
  H.B. Restoration, Inc. (Rio Linda, California) $386,050

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,331,433.33 are available in Measure M Funds.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-36 **SECTION A,** EXTERIOR PAINTING AT EDISON BETHUNE CHARTER ACADEMY

Bid Opening Date: April 10, 2025 prior to 1:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
GMAT Painting	**Stockton**	**$75,500**
Satellite Painting, Inc.	San Jose	$78,000
Anchor Singh Painting, Inc.	Sacramento	$81,333
Perfection Painting Corp.	Santa Clarita	$87,000
Asante Paint and Decor	Fresno	$87,500
Primal Paint, Inc.	San Jose	$89,000
H.B. Restoration, Inc.	Rio Linda	$96,050
Wm B. Saleh Co.	Fresno	$113,209
Pacific Contractors Group, Inc.	Northridge	$136,000
NEP Painting Contractors, Inc.	Temecula	$150,000
Polychrome Construction, Inc.	Northridge	$151,000
Color New Corp.	Woodland Hills	$322,000
~~Colorful Painting~~	~~Fresno~~	~~$75,500~~

Award will be by Section.

Low bid for **Section A** determined by Base Bid.

In accordance with Administrative Regulation 3311, equal single item bids shall be awarded by drawing.

Staff recommends award of the Section A Base Bid for $75,500 to GMAT Painting, the lowest responsive, responsible bidder.

Staff recommends rejecting Colorful Painting's bid as non-responsive for not using district bid bond form.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-36 **SECTION B,** EXTERIOR PAINTING AT VANG PAO ELEMENTARY SCHOOL

Bid Opening Date: April 10, 2025 prior to 1:30 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
H.B. Restoration, Inc.	**Rio Linda**	**$82,050.00**
Primal Paint, Inc.	San Jose	$89,000.00
Anchor Singh Painting, Inc.	Sacramento	$92,333.33
GMAT Painting	Stockton	$98,000.00
Satellite Painting, Inc.	San Jose	$98,500.00
Wm B. Saleh Co.	Fresno	$104,428.00
Ro's Percise Painting, Inc.	Sanger	$123,958.00
Pacific Contractors Group, Inc.	Northridge	$136,000.00
NEP Painting Contractors, Inc.	Temecula	$150,000.00
Polychrome Construction, Inc.	Northridge	$159,100.00
Color New Corp.	Woodland Hills	$290,000.00
Perfection Painting Corp.	Santa Clarita	$291,000.00
~~Colorful Painting~~	~~Fresno~~	~~$83,500.00~~

Award will be by Section.

Low bid for **Section B** determined by Base Bid.

Staff recommends award of the Section B Base Bid for $82,050 to H.B. Restoration, Inc., the lowest responsive, responsible bidder.

Staff recommends rejecting Colorful Painting's bid as non-responsive for not using district bid bond form.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-36 **SECTION C,** EXTERIOR PAINTING AT GASTON MIDDLE SCHOOL

Bid Opening Date: April 10, 2025 prior to 2:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
Anchor Singh Painting, Inc.	**Sacramento**	**$262,333.33**
D and T Painting	Manteca	$300,000.00
GMAT Painting	Stockton	$320,000.00
Ro's Percise Painting, Inc.	Sanger	$336,960.00
Polychrome Construction, Inc.	Northridge	$390,004.00
Perfection Painting Corp.	Santa Clarita	$395,000.00
Pacific Contractors Group, Inc.	Northridge	$432,000.00
NEP Painting Contractors, Inc.	Temecula	$485,000.00
~~Color New Corp.~~	~~Woodland Hills~~	~~$110,000.00~~
~~H.B. Restoration, Inc.~~	~~Rio Linda~~	~~$111,050.00~~
~~Colorful Painting~~	~~Fresno~~	~~$298,500.00~~

Award will be by Section.

Low bid for **Section C** determined by Base Bid.

Staff recommends award of the Section C Base Bid for $262,333.33 to Anchor Singh Painting, Inc., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 5101, Staff recommends Color New Corp. and H.B. Restoration, Inc. be relieved of bid for clerical error made in calculating bid amount.

Staff recommends rejecting Colorful Painting's bid as non-responsive for not using district bid bond form.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-36 **SECTION D,** EXTERIOR PAINTING AT TEHIPITE MIDDLE SCHOOL

Bid Opening Date: April 10, 2025 prior to 2:30 P.M.

CONTRACTOR	CITY	BASE BID EXTERIOR PAINTING AT TEHIPITE MS	ADD ALT. REPAINT METAL ROOFING AT GYMNASIUM	TOTAL BID AMOUNT
GMAT Painting	**Stockton**	**$168,000**	**$12,500**	**$180,500**
Ro's Percise Painting, Inc.	Sanger	$167,000	$19,500	$186,500
H.B. Restoration, Inc.	Rio Linda	$162,050	$28,000	$190,050
Satellite Painting, Inc.	San Jose	$190,000	$20,000	$210,000
Primal Paint, Inc.	San Jose	$140,000	$75,000	$215,000
Anchor Singh Painting, Inc.	Sacramento	$173,333	$61,235	$234,568
Pacific Contractors Group, Inc.	Northridge	$206,000	$64,000	$270,000
Perfection Painting Corp.	Santa Clarita	$231,000	$85,000	$316,000
Polychrome Construction, Inc.	Northridge	$294,100	$42,100	$336,200
Color New Corp.	Woodland Hills	$280,000	$61,000	$341,000
NEP Painting Contractors, Inc.	Temecula	$325,000	$25,000	$350,000
~~Colorful Painting~~	~~Fresno~~	~~$150,000~~	~~$15,700~~	~~$165,700~~

Award will be by Section.

Low bid for **Section D** determined by combined total of Base Bid plus Additive Alternate.

Staff recommends award of the Section D Base Bid and Add Alt. for $180,500 to GMAT Painting, the lowest responsive, responsible bidder.

Staff recommends rejecting Colorful Painting's bid as non-responsive for not using district bid

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-36 **SECTION E,** EXTERIOR PAINTING AT HOOVER HIGH SCHOOL

Bid Opening Date: April 10, 2025 prior to 3:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
George E. Masker, Inc.	**Oakland**	**$345,000.00**
Perfection Painting Corp.	Santa Clarita	$395,000.00
Anchor Singh Painting, Inc.	Sacramento	$433,333.33
Primal Paint, Inc.	San Jose	$445,000.00
H.B. Restoration, Inc.	Rio Linda	$545,000.00
Ro's Percise Painting, Inc.	Sanger	$575,300.00
Color New Corp.	Woodland Hills	$640,000.00
NEP Painting Contractors, Inc.	Temecula	$650,000.00
Fresh Style Painting	Manteca	$700,000.00
Polychrome Construction, Inc.	Northridge	$700,009.00
Pacific Contractors Group, Inc.	Northridge	$712,000.00

Award will be by Section.

Low bid for **Section E** determined by Base Bid.

Staff recommends award of the Section E Base Bid for $345,000 to George E. Masker, Inc., the lowest responsive, responsible bidder.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-36 **SECTION F,** EXTERIOR PAINTING AT SUNNYSIDE HIGH SCHOOL

Bid Opening Date: April 10, 2025 prior to 3:30 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
H.B. Restoration, Inc.	**Rio Linda**	**$386,050.00**
Perfection Painting Corp.	Santa Clarita	$399,000.00
George E. Masker, Inc.	Oakland	$485,000.00
Anchor Singh Painting, Inc.	Sacramento	$542,333.33
Ro's Percise Painting, Inc.	Sanger	$630,050.00
Color New Corp.	Woodland Hills	$640,000.00
Pacific Contractors Group, Inc.	Northridge	$842,000.00
Polychrome Construction, Inc.	Northridge	$970,000.00
NEP Painting Contractors, Inc.	Temecula	$995,000.00
D and T Painting	Manteca	$1,100,000.00

Award will be by Section.

Low bid for **Section F** determined by Base Bid.

Staff recommends award of the Section F Base Bid for $386,050 to H.B. Restoration, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-44, Farber Educational Center South Building A, Parking Lot Improvements

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-44, Farber Educational Center South Building A, Parking Lot Improvements. This project consists of providing a permanent parking lot on the existing west side of the Farber South Campus. The parking lot will be an asphalt surface with 95 permanent parking stalls. The project also includes the relocation of the existing trash enclosure to the south end of the main parking lot to aid in trash pick-up and the adjustment of the drive aisles to provide a better and enhanced traffic flow for the parking lot.

The request for bids was lawfully advertised on March 19, 2025. Notifications were sent to 344 firms plus six construction trade publications, and the district received seven responses. Bids were opened on April 08, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Juarez Brothers General Engineering, Inc. (Madera, California) $567,000.

FINANCIAL SUMMARY: Sufficient funds in the amount of $567,000 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-44, FARBER EDUCATION CENTER SOUTH BUILDING A PARKING LOT IMPROVEMENTS

Bid Opening Date: April 8, 2025 prior to 2:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
Juarez Brothers General Engineering, Inc.	**Madera**	**$567,000**
Doug Ross, Inc. dba Central Valley Asphalt	Lindsay	$582,000
Dave Christian Construction Co., Inc.	Fresno	$597,722
Marko Construction Group, Inc.	Fresno	$672,463
Terra West Construction, Inc.	Clovis	$700,000
GCB1, Inc., dba GC Builders	Fresno	$741,837
Walsh Montgomery Construction, Inc.	Clovis	$765,240

Low bid determined by Base Bid.

Staff recommends award of the Base Bid for $567,000 to Juarez Brothers General Engineering, Inc., the lowest responsive, responsible bidder.

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-46, Sunnyside High School Career Technical Education Building Improvements

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-46, Sunnyside High School Career Technical Education (CTE) Building Improvements. This project consists of the alteration and modernization of the existing weight room, student store, and Associated Student Body (ASB) Office at Sunnyside High School. The alteration of the weight room will transform the space into a student classroom/culture space with updated finishes and technology. The ASB Office and student store will receive both updated finishes and technology. The project also includes alterations to the existing site concrete at the spaces to repair cracking concrete and damaged drains and adds landscaping, seat walls, and trees.

The request for bids was lawfully advertised on March 19, 2025. Notifications were sent to 299 firms plus six construction trade publications, and the district received two responses. Bids were opened on April 17, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Better Enterprises, Inc. (Fresno, California) $388,900.

FINANCIAL SUMMARY: Sufficient funds in the amount of $388,900 are available in the Measure M Funds.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-46 , SUNNYSIDE HIGH SCHOOL CAREER TECHNICAL EDUCATION BUILDING IMPROVEMENTS

Bid Opening Date: April 17, 2025 prior to 3:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID 1 BUILDING IMPROVEMENTS	ALLOWANCE UNKNOWN/ UNFORSEEN PLUMBING UNDERGROUND UTILITIES PATCHING	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Better Enterprises, Inc.	**Fresno**	**$368,900**	**$20,000**	**$388,900**	**$388,900**
Heritage General	Fresno	$387,202	$20,000	$407,202	

Low bid determined by Base Bid.

The bid includes an allowance amount of $20,000 for unknown/unforeseen plumbing and underground utility repair and patching encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of Base Bid and Allowance items for $388,900 to Better Enterprises, Inc. the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-47, Yosemite Middle School Administration Building Modernization

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-47, Yosemite Middle School Administration Building Modernization. This project includes a new Americans with Disabilities Act (ADA) compliant reception counter and a new ADA all gender student restroom to better serve the needs of the staff and students at Yosemite Middle School.

The request for bids was lawfully advertised on March 26, 2025. Notifications were sent to 297 firms plus six construction trade publications, and the district received three responses. Bids were opened on April 15, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Heritage General (Fresno, California) $395,275.

FINANCIAL SUMMARY: Sufficient funds in the amount of $395,275 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-47 , YOSEMITE MIDDLE SCHOOL ADMINISTRATION BUILDING MODERNIZATION

Bid Opening Date: April 15, 2025 prior to 3:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID 1 ADMINISTRATION MODERNIZATION	ALLOWANCE UNKNOWN/ UNFORSEEN UTILITIES	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Heritage General	**Fresno**	**$370,275**	**$25,000**	**$395,275**	**$395,275**
GCB1, Inc., dba GC Builders	Fresno	$380,170	$25,000	$405,170	
Prime Time Construction, LLC	Hanford	$395,978	$25,000	$420,978	

Low bid determined by Base Bid.

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

Staff recommends award of Base Bid and allowance items for $395,275 to Heritage General, the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-48, Heating Ventilation and Air Conditioning Improvement at Various Sites. This project will improve the heating, ventilation, and air conditioning (HVAC) performance by replacing unit ventilators, energy management systems, and heat pumps at Easterby, Jackson, Leavenworth, Norseman, Robinson, Storey, Thomas, and Wilson Elementary Schools. The project will provide new, more energy efficient equipment, capable of providing Minimum Efficiency Reporting Value-13 (MERV-13) filtration and increased air exchange rates. The existing systems are over 25 years old and require replacement due to age, condition, repair history, and difficulty in locating replacement parts.

The request for bids was lawfully advertised on March 21, 2025. Notifications were sent to 322 firms plus six construction trade publications, and the district received three responses. Bids were opened on April 22, 2025. Staff recommend award to the lowest responsive, responsible bidder:

New England Sheet Metal and Mechanical Co. (Fresno, California) $8,743,000.

The district purchased the unit ventilators utilizing a Board approved piggyback contract and selective heat pumps totaling $1,093,544 to mitigate long lead times. The total construction cost of the project is $9,836,544.

FINANCIAL SUMMARY: Sufficient funds in the amount of $8,743,000 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 25-48, HEATING VENTILATION AND AIR CONDITIONING IMPROVEMENT AT VARIOUS SITES

Bid Opening Date: April 22, 2025 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID 1 HVAC IMPROVEMENTS AT EASTERBY ES	BASE BID 2 HVAC IMPROVEMENTS AT JACKSON ES	BASE BID 3 HVAC IMPROVEMENTS AT LEAVENWORTH ES	BASE BID 4 HVAC IMPROVEMENTS AT NORSEMAN ES	BASE BID 5 HVAC IMPROVEMENTS AT ROBINSON ES	BASE BID 6 HVAC IMPROVEMENTS AT STOREY ES	BASE BID 7 HVAC IMPROVEMENTS AT THOMAS ES	BASE BID 8 HVAC IMPROVEMENTS AT WILSON ES	ALLOWANCE UNKNOWN/ UNFORESEEN UTILTY ENCOUNTERS	TOTAL BID AMOUNT
New England Sheet Metal and Mechanical Co.	**Fresno**	**$808,000**	**$767,000**	**$1,327,000**	**$1,532,000**	**$773,000**	**$1,293,000**	**$1,140,000**	**$903,000**	**$200,000**	**$8,743,000**
Strategic Mechanical, Inc.	Fresno	$959,000	$880,000	$1,442,000	$1,715,000	$885,000	$1,407,000	$1,297,000	$1,065,000	$200,000	$9,850,000
~~Davis Moreno Construction, Inc.~~	~~Fresno~~	~~$888,582~~	~~$739,965~~	~~$1,321,995~~	~~$1,246,905~~	~~$817,888~~	~~$1,082,525~~	~~$1,053,809~~	~~$1,122,881~~	~~$200,000~~	~~$8,474,550~~

The bid includes an allowance amount of $200,000 ($25,000 per site) for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of all Base Bids and Allowance items for $8,743,000 to New England Sheet Metal and Mechanical Co., the lowest responsive, responsible bidder.

In accordance with Public Contract Code 5101, Staff recommends Davis Moreno Construction, Inc. be relieved of bid for clerical error made in calculating bid amount.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-49, Ericson Elementary School Energy Management System Replacement

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-49, Ericson Elementary School Energy Management System Replacement. This project consists of replacing the sites energy management system to enhance the performance of the heating, ventilation, and air conditioning (HVAC) operations. The upgrade will enable precise scheduling and improve overall system efficiency.

The request for bids was lawfully advertised on March 26, 2025. Notifications were sent to 166 firms plus six construction trade publications, and the district received two responses. Bids were opened on April 23, 2025. Staff recommend award to the lowest responsive, responsible bidder:

Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy (Fresno, California) $321,991.

FINANCIAL SUMMARY: Sufficient funds in the amount of $321,991 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 25-49, ERICSON ELEMENTARY SCHOOL ENERGY MANAGEMENT SYSTEM REPLACEMENT

Bid Opening Date: April 23, 2025 prior to 3:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID ERICSON ES EMS REPLACEMENT	ALLOWANCE OUTSIDE AIR DAMPER ACTUATORS & LINKAGES FOR HEAT PUMPS	TOTAL BID AMOUNT
Mesa Energy Systems, Inc., dba EMCOR Services Mesa Energy	**Fresno**	**$301,991**	**$20,000**	**$321,991**
Strategic Mechanical, Inc.	Fresno	$318,031	$20,000	$338,031

The bid includes an allowance amount of $20,000 for investigating and ordering outside air damper actuators and linkages for heat pumps performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of all Base Bid items for $321,991 to Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy, the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-50, Tioga Middle School Single Point of Entry and Parking Improvements. The project consists of a new parking lot and drop-off with modified fencing to create a single point of entry which will increase site safety and security for students and staff.

The request for bids was lawfully advertised on March 24, 2025. Notifications were sent to 288 firms plus six construction trade publications, and the district received two responses. Bids were opened on April 16, 2025. Staff recommend award to the lowest responsive, responsible bidder:

GCB1, Inc. dba GC Builders (Fresno, California) $1,221,700.

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,221,700 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-50, TIOGA MIDDLE SCHOOL SINGLE POINT OF ENTRY AND PARKING IMPROVEMENTS

Bid Opening Date: April 16, 2025 prior to 1:00 P.M. Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID TIOGA MS SINGLE POINT OF ENTRY AND PARKING IMPROVEMENTS	ADD ALT. 1 ORNAMENTAL IRON FENCE AT SCHOOL FRONTAGE	ADD ALT. 2 CHAIN LINK FENCE AT SCHOOL FRONTAGE	ALLOWANCE UNKNOWN/ UNFORESEEN UTILTY ENCOUNTERS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
GCB1, Inc., dba GC Builders	**Fresno**	**$984,200**	**$162,500**	$64,200	**$75,000**	$1,285,900	**$1,221,700**
4CGlobal, Inc., dba 4CG Construction	Visalia	$1,031,031	$175,362	$90,977	$75,000	$1,372,370	

Low bid determined by Base Bid plus Add Alternate items 1 and 2:
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 $75,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of all Base Bid, Add Alternate 1, and Allowance items for $1,221,700 to GCB1, Inc. dba GC Builders , the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Bid 25-58, Sections A, B and C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey, Muir, and Winchell Elementary Schools

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-58, Sections A, B and C, Fencing and the Americans with Disabilities Act (ADA) Improvements at Dailey, Muir, and Winchell Elementary Schools. The project consists of the installation of ornamental iron fencing and gates to establish a single point of entry on campus. This enhancement is designed to improve overall safety and security for students, staff, and visitors.

The request for bids was lawfully advertised on March 26, 2025. Notifications were sent to 309 firms plus six construction trade publications, and the district received six responses for section A and C and five responses for section B. Bids were opened on April 16, 2025. Staff recommend award to the lowest responsive, responsible bidder:

- Section A (Dailey) All Commercial Fence, Inc. (Oakdale, CA) $186,455,
- Section B (Muir) Harris Development Corp., dba HBC Enterprises (Clovis, CA) $188,940,
- Section C (Winchell) All Commercial Fence, Inc. Oakdale, CA) $180,960.

FINANCIAL SUMMARY: Sufficient funds in the amount of $556,355 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-58 **SECTION A,** FENCING AND THE AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS AT DAILEY ELEMENTARY SCHOOL

Bid Opening Date: April 16, 2025 prior to 2:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID CHAIN LINK FENCE AND GATES	ADD ALT. ORNAMENTAL METAL FENCE AND GATES	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
All Commercial Fence, Inc.	**Oakdale**	**$130,595**	**$55,860**	**$186,455**	**$186,455**
Ornamental Solutions, Inc.	Ranco Cordova	$195,000	$18,000	$213,000	
Harris Development Corp., dba HBC Enterprises	Clovis	$174,780	$49,650	$224,430	
Golden Bay Fence plus Ironworks, Inc.	Stockton	$194,109	$90,799	$284,908	
AJ Excavation	Fresno	$199,570	$108,300	$307,870	
Puma Construction	Fresno	$228,549	$122,500	$351,049	

Award will be by Section.

Low bid for **Section A** determined by combined total of Base Bid plus Additive Alternate.

Staff recommends award of the Section A Base Bid and Add Alt. for $186,455 to All Commercial Fence, Inc., the lowest responsive, responsible bidder. Alternate bid items are permitted pursuant to Public Contract Code 20103.8, for the betterment of the project and to allow the District to take into consideration factors such as budget and competitive bid market. The method of determining the low bidder is published prior to opening of the sealed bids.

Staff recommends award of the Section A Base Bid and Add Alt. for $186,455 to All Commercial Fence, Inc., the lowest responsive, responsible bidder.

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-58 **SECTION B,** FENCING AND THE AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS AT MUIR ELEMENTARY SCHOOL

Bid Opening Date: April 16, 2025 prior to 2:30 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID CHAIN LINK FENCE AND GATES	ADD ALT. ORNAMENTAL METAL FENCE AND GATES	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Harris Development Corp., dba HBC Enterprises	**Clovis**	**$114,900**	**$74,040**	**$188,940**	**$188,940**
All Commercial Fence, Inc.	Oakdale	$126,615	$76,100	$202,715	
Golden Bay Fence plus Ironworks, Inc.	Stockton	$133,013	$78,143	$211,156	
Puma Construction	Fresno	$156,791	$74,800	$231,591	
AJ Excavation	Fresno	$136,207	$112,200	$248,407	

Award will be by Section.

Low bid for **Section B** determined by combined total of Base Bid plus Additive Alternate.

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

Staff recommends award of the Section B Base Bid and Add Alt. for $188,940 to Harris Development Corp. dba HBC Enterprises , the lowest responsive, responsible

FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 25-58 **SECTION C,** FENCING AND THE AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS AT WINCHELL ELEMENTARY SCHOOL

Bid Opening Date: April 16, 2025 prior to 3:00 P.M. Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID CHAIN LINK FENCE AND GATES	ADD ALT. ORNAMENTAL METAL FENCE AND GATES	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
All Commercial Fence, Inc.	**Oakdale**	**$159,595.00**	**$21,365.00**	**$180,960.00**	**$180,960**
Harris Development Corp., dba HBC Enterprises	Clovis	$121,260.00	$78,234.00	$199,494.00	
Puma Construction	Fresno	$159,550.00	$46,200.00	$205,750.00	
AJ Excavation	Fresno	$173,470.00	$72,000.00	$245,470.00	
Golden Bay Fence plus Ironworks, Inc.	Stockton	$191,324.00	$65,591.00	$256,915.00	
Ace Fence	Fresno	$154,530.91	$217,236.43	$371,767.34	

Award will be by Section.

Low bid for **Section C** determined by combined total of Base Bid plus Additive Alternate.

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

Staff recommends award of the Section C Base Bid and Add Alt. for $180,960 to All Commercial Fence, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Proposals 25-26, Musical Instruments

ITEM DESCRIPTION: Included in the Board material is information on Request for Proposals (RFP) 25-26, to identify qualified vendors for the purchase of musical instruments. The RFP establishes a discount schedule with a fixed three-year discount of the manufacturer's suggested price for each instrument. After approval, any of the items on the list can be ordered as needed. However, there is no obligation to order specific items.

The Request for Proposals was lawfully advertised on March 07, 2025, and March 12, 2025, and the district received eight responses. Bids were opened on April 02, 2025. Based on an extensive review by the evaluation committee, including Visual and Performing Arts leaders, the staff recommend an award to the best value proposers based on price discounts and the proposal questionnaire. This award establishes a fixed discount; it does not commit district funds. Future purchases will be based on program need and funding availability.

American Music Company	Fresno, California	(4 items)
BAC Musical Instruments, LLC	Kansas City, Missouri	(45 items)
Brook Mays Music	Dallas, Texas	(49 items)
Gottschalk Music Center	Clovis, California	(230 items)
Harvard House Music	Fresno, California	(55 items)
Patrick's Music, Etc.	Fresno, California	(132 items)
The Horn Shop	Fresno, California	(58 items)

FINANCIAL SUMMARY: Sufficient funds are available in the Visual and Performing Arts budget.

PREPARED BY: Bryan Wells, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

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

FRESNO UNIFIED SCHOOL DISTRICT

MUSICAL INSTRUMENTS DISCOUNT SCHEDULE BY VENDOR

RFP No. 25-26, MUSICAL INSTRUMENTS

Bid Opening Date: April 2, 2025 prior to 2:01 pm

Buyer: Natalya Tsytsyna

Vendor	Instrument	Type	Manufacturer	MSRP	% Discount off MSRP	Recommendation
Brook Mays Music	Piccolo	Student	Gemeinhardt - 1P	$649.00	20%	Award
Gottschalk Music	Piccolo	Student	Jupiter	$1,599.00	56%	Award
The Horn Shop	Piccolo	Student	Pearl	$2,078.00	58%	Award
Gottschalk Music	Piccolo	Student	Yamaha	$1,668.00	54%	Award
Brook Mays Music	Piccolo	Pro	Gemeinhardt - 4S	$2,249.00	20%	Award
Gottschalk Music	Piccolo	Pro	Jupiter	$3,799.00	56%	Award
The Horn Shop	Piccolo	Pro	Pearl	$2,990.00	58%	Award
Gottschalk Music	Piccolo	Pro	Yamaha	$3,548.00	48%	Award
Brook Mays Music	Flute	Student	Gemeinhardt - 2SP	$898.00	20%	Award
Gottschalk Music	Flute	Student	Jupiter	$1,299.00	72%	Award
The Horn Shop	Flute	Student	Pearl	$1,313.00	58%	Award
Gottschalk Music	Flute	Student	Yamaha	$1,153.00	62%	Award
Brook Mays Music	Flute	Pro	Gemeinhardt - 33OSHB	$1,989.00	20%	Award
Gottschalk Music	Flute	Pro	Jupiter	$2,099.00	55%	Award
The Horn Shop	Flute	Pro	Pearl	$2,468.00	58%	Award
Gottschalk Music	Flute	Pro	Yamaha	$5,206.00	47%	Award
Brook Mays Music	Alto Flute	Student	Gemeinhardt - 11A	$2,599.00	20%	Award
Gottschalk Music	Alto Flute	Student	Jupiter	$3,399.00	55%	Award
The Horn Shop	Alto Flute	Student	Pearl	$3,355.00	58%	Award
Brook Mays Music	Alto Flute	Pro/High School	Gemeinhardt - 11AS	$4,709.00	20%	Award
Gottschalk Music	Alto Flute	Pro/High School	Jupiter	$4,199.00	55%	Award
Gottschalk Music	Alto Flute	Pro/High School	Yamaha	$12,035.00	46%	Award
The Horn Shop	Alto Flute	Pro/High School	Pearl	$4,018.00	58%	Award
Gottschalk Music	Oboe	Student	Buffet	$7,999.00	55%	Award
Gottschalk Music	Oboe	Student	Conn-Selmer	$3,499.00	58%	Award
The Horn Shop	Oboe	Student	Fox	$5,990.00	45%	Award
Gottschalk Music	Oboe	Student	Yamaha	$3,523.00	51%	Award
Gottschalk Music	Oboe	Pro	Buffet	$7,999.00	55%	Award
Gottschalk Music	Oboe	Pro	Conn-Selmer	$6,309.00	45%	Award
Gottschalk Music	Oboe	Pro	Fox	$9,025.00	30%	Award
Gottschalk Music	Oboe	Pro	Yamaha	$6,642.00	46%	Award
Brook Mays Music	Bassoon	Student	Amati - ABN31	$4,628.00	15%	Award
Brook Mays Music	Bassoon	Student	Conn-Selmer - 1432B	$8,189.00	20%	Award
Gottschalk Music	Bassoon	Student	Fox	$10,600.00	47%	Award
Gottschalk Music	Bassoon	Student	Jupiter	$4,899.00	55%	Award
Brook Mays Music	Bassoon	Pro	Amati - ABN81D	$8,001.00	15%	Award
Brook Mays Music	Bassoon	Pro	Conn-Selmer - 132	$12,279.00	20%	Award
Gottschalk Music	Bassoon	Pro	Fox	$12,800.00	47%	Award
The Horn Shop	English Horn	Student	Fox	$9,585.00	35%	Award
Gottschalk Music	English Horn	Pro	Fox	$10,250.00	35%	Award
The Horn Shop	English Horn	Pro	Fox	$12,335.00	35%	Award
Gottschalk Music	Clarinet	Student	Buffet	$1,401.00	65%	Award
Gottschalk Music	Clarinet	Student	Conn-Selmer	$1,049.00	63%	Award
Gottschalk Music	Clarinet	Student	Jupiter	$1,299.00	72%	Award
American Music	Clarinet	Student	Leblanc	$1,539.00	64.50%	Award
Gottschalk Music	Clarinet	Student	Yamaha	$1,198.00	62%	Award
The Horn Shop	Clarinet	Pro	Buffet	$7,558.00	53%	Award
Brook Mays Music	Clarinet	Pro	Amati - ACL592	$7,091.00	15%	Award
The Horn Shop	Clarinet	Pro	Conn-Selmer	$5,899.00	47%	Award
Gottschalk Music	Clarinet	Pro	Leblanc	$3,549.00	60%	Award
Gottschalk Music	Clarinet	Pro	Yamaha	$3,254.00	48%	Award

Gottschalk Music	Bass Clarinet	Student	Buffet	$13,597.00	55%	Award
Gottschalk Music	Bass Clarinet	Student	Jupiter	$4,299.00	57%	Award
Gottschalk Music	Bass Clarinet	Student	Leblanc	$3,959.00	35%	Award
Gottschalk Music	Bass Clarinet	Student	Yamaha	$4,181.00	48%	Award
The Horn Shop	Bass Clarinet	Pro	Buffet	$24,244.00	53%	Award
Gottschalk Music	Bass Clarinet	Pro	Conn-Selmer	$21,809.00	35%	Award
Gottschalk Music	Bass Clarinet	Pro	Leblanc	$11,429.00	41%	Award
Gottschalk Music	Bass Clarinet	Pro	Yamaha	$15,318.00	48%	Award
Gottschalk Music	Soprano Saxophone	Student	Conn-Selmer	$3,129.00	64%	Award
Gottschalk Music	Soprano Saxophone	Student	Jupiter	$3,399.00	56%	Award
Gottschalk Music	Soprano Saxophone	Student	Yamaha	$4,419.00	50%	Award
The Horn Shop	Soprano Saxophone	Pro	Cannonball	$3,918.00	45%	Award
The Horn Shop	Soprano Saxophone	Pro	Conn-Selmer	$11,159.00	44%	Award
Gottschalk Music	Soprano Saxophone	Pro	Yamaha	$8,587.00	46%	Award
Gottschalk Music	Soprano Saxophone	Pro	Yanagisawa	$8,769.00	51%	Award
The Horn Shop	Alto Saxophone	Student	Cannonball	$2,407.00	45%	Award
Gottschalk Music	Alto Saxophone	Student	Conn-Selmer	$2,199.00	62%	Award
Gottschalk Music	Alto Saxophone	Student	Jupiter	$2,999.00	72%	Award
Gottschalk Music	Alto Saxophone	Student	Yamaha	$2,550.00	58%	Award
The Horn Shop	Alto Saxophone	Pro	Cannonball	$4,026.00	45%	Award
The Horn Shop	Alto Saxophone	Pro	Conn-Selmer	$10,709.00	46%	Award
Gottschalk Music	Alto Saxophone	Pro	Yamaha	$4,094.00	48%	Award
The Horn Shop	Alto Saxophone	Pro	Yanagisawa	$7,259.00	53%	Award
The Horn Shop	Tenor Saxophone	Student	Cannonball	$2,967.00	45%	Award
Gottschalk Music	Tenor Saxophone	Student	Conn-Selmer	$2,599.00	63%	Award
Gottschalk Music	Tenor Saxophone	Student	Jupiter	$4,099.00	71%	Award
Gottschalk Music	Tenor Saxophone	Student	Yamaha	$3,216.00	58%	Award
The Horn Shop	Tenor Saxophone	Pro	Cannonball	$4,350.00	45%	Award
The Horn Shop	Tenor Saxophone	Pro	Conn-Selmer	$12,849.00	46%	Award
Gottschalk Music	Tenor Saxophone	Pro	Yamaha	$5,082.00	48%	Award
The Horn Shop	Tenor Saxophone	Pro	Yanagisawa	$7,199.00	47%	Award
Gottschalk Music	Baritone Saxophone	Student	Conn-Selmer	$8,749.00	53%	Award
Gottschalk Music	Baritone Saxophone	Student	Jupiter	$8,199.00	56%	Award
Gottschalk Music	Baritone Saxophone	Student	Yamaha	$10,008.00	48%	Award
The Horn Shop	Baritone Saxophone	Pro	Cannonball	$8,825.00	40%	Award
The Horn Shop	Baritone Saxophone	Pro	Conn-Selmer	$23,299.00	44%	Award
Gottschalk Music	Baritone Saxophone	Pro	Yamaha	$16,202.00	48%	Award
American Music	Baritone Saxophone	Pro	Yanagisawa	$18,459.00	56.00%	Award
Gottschalk Music	Trumpet	Student	Conn-Selmer	$1,249.00	62%	Award
Brook Mays Music	Trumpet	Student	Getzen - 490S-MP	$2,079.00	20%	Award
Gottschalk Music	Trumpet	Student	Jupiter	$1,699.00	71%	Award
Gottschalk Music	Trumpet	Student	Yamaha	$1,577.00	61%	Award
Gottschalk Music	Trumpet	Pro	Bach	$4,959.00	55%	Award
Gottschalk Music	Trumpet	Pro	Blessing	$2,049.00	48%	Award
The Horn Shop	Trumpet	Pro	Getzen	$3,399.99	25%	Award
Gottschalk Music	Trumpet	Pro	Yamaha	$2,878.00	48%	Award
Gottschalk Music	French Horn	Student	Conn	$2,299.00	62%	Award
Gottschalk Music	French Horn	Student	Jupiter	$3,499.00	55%	Award
Gottschalk Music	French Horn	Student	Yamaha	$3,820.00	51%	Award
Gottschalk Music	French Horn	Pro	Conn	$7,549.00	50%	Award
Gottschalk Music	French Horn	Pro	Holton	$6,859.00	50%	Award
Gottschalk Music	French Horn	Pro	Yamaha	$5,586.00	48%	Award
Gottschalk Music	Trombone	Student	Conn	$1,199.00	62%	Award
Brook Mays Music	Trombone	Student	Getzen - 351-MP	$1,959.00	20%	Award
Gottschalk Music	Trombone	Student	Jupiter	$1,899.00	71%	Award
Gottschalk Music	Trombone	Student	Yamaha	$1,577.00	61%	Award
Gottschalk Music	Trombone	Pro	Bach	$4,419.00	48%	Award
The Horn Shop	Trombone	Pro	Getzen	$3,729.99	25%	Award
American Music	Trombone	Pro	King	$4,419.00	59.00%	Award

Gottschalk Music	Trombone	Pro	Yamaha	$3,083.00	48%	Award
The Horn Shop	Baritone/Euphonium	Student	Besson	$3,541.00	50%	Award
The Horn Shop	Baritone/Euphonium	Student	King	$627.00	50%	Award
Gottschalk Music	Baritone/Euphonium	Student	Yamaha	$3,412.00	50%	Award
The Horn Shop	Baritone/Euphonium	Pro	Besson	$19,220.00	45%	Award
The Horn Shop	Baritone/Euphonium	Pro	King	$5,629.00	52%	Award
Gottschalk Music	Baritone/Euphonium	Pro	Yamaha	$4,234.00	48%	Award
Gottschalk Music	Tuba	Student	Conn-Selmer	$5,939.00	46%	Award
American Music	Tuba	Student	Jupiter	$6,299.00	55.30%	Award
The Horn Shop	Tuba	Student	King	$10,115.00	52%	Award
Brook Mays Music	Tuba	Student	Miraphone - 1272	$9,221.00	15%	Award
Gottschalk Music	Tuba	Student	Yamaha	$6,734.00	48%	Award
Gottschalk Music	Tuba	Pro	Conn-Selmer	$14,479.00	50%	Award
Gottschalk Music	Tuba	Pro	Jupiter	$12,299.00	56%	Award
The Horn Shop	Tuba	Pro	King	$14,809.00	52%	Award
Brook Mays Music	Tuba	Pro	Miraphone - HAGEN 496	$12,941.00	15%	Award
Gottschalk Music	Tuba	Pro	Yamaha	$14,744.00	48%	Award
Gottschalk Music	Concert Snare w/Stand	Student/Elementary Ba	Ludwig	$1,099.00	52%	Award
Gottschalk Music	Concert Snare w/Stand	Student/Elementary Ba	Mapex	$505.00	62%	Award
Gottschalk Music	Concert Snare w/Stand	Student/Elementary Ba	Pearl	$1,289.00	55%	Award
Gottschalk Music	Concert Snare w/Stand	Student/Elementary Ba	Tama	$973.00	40%	Award
Gottschalk Music	Concert Snare w/Stand	Student/Elementary Ba	Yamaha	$383.00	45%	Award
Gottschalk Music	Concert Snare w/Stand	Pro	Ludwig	$1,826.00	52%	Award
The Horn Shop	Concert Snare w/Stand	Pro	Pearl	$1,839.00	56%	Award
Gottschalk Music	Concert Snare w/Stand	Pro	Yamaha	$754.00	47%	Award
Gottschalk Music	Drum Kit (bells/pad/stand)	Student/Elementary Ba	Ludwig	$501.00	58%	Award
Gottschalk Music	Drum Kit (bells/pad/stand)	Student/Elementary Ba	Mapex	$285.00	43%	Award
The Horn Shop	Drum Kit (bells/pad/stand)	Student/Elementary Ba	Pearl	$575.00	52%	Award
Gottschalk Music	Drum Kit (bells/pad/stand)	Student/Elementary Ba	Tama	$448.89	45%	Award
Gottschalk Music	Drum Kit (bells/pad/stand)	Student/Elementary Ba	Yamaha	$550.00	50%	Award
Gottschalk Music	Concert Bass Drum w/Stand	Student/Elementary Ba	Ludwig	$2,368.00	50%	Award
Gottschalk Music	Concert Bass Drum w/Stand	Student/Elementary Ba	Mapex	$2,550.00	45%	Award
The Horn Shop	Concert Bass Drum w/Stand	Student/Elementary Ba	Pearl	$3,607.00	56%	Award
Gottschalk Music	Concert Bass Drum w/Stand	Student/Elementary Ba	Tama	$4,360.00	40%	Award
Gottschalk Music	Concert Bass Drum w/Stand	Student/Elementary Ba	Yamaha	$1,194.00	45%	Award
The Horn Shop	Timpani Set (4 drums-23, 26, 2	Student/Elementary	Adams	$21,872.00	47%	Award
Gottschalk Music	Timpani Set (4 drums-23, 26, 2	Student/Elementary	Ludwig	$18,826.00	46%	Award
Gottschalk Music	Timpani Set (4 drums-23, 26, 2	Student/Elementary	Pearl	$17,626.00	46%	Award
Gottschalk Music	Timpani Set (4 drums-23, 26, 2	Student/Elementary	Yamaha	$17,137.00	45%	Award
The Horn Shop	Timpani 23"	Student/Elementary	Adams	$5,246.00	47%	Award
Gottschalk Music	Timpani 23"	Student/Elementary	Ludwig	$4,753.00	46%	Award
Gottschalk Music	Timpani 23"	Student/Elementary	Pearl	$4,214.00	46%	Award
Gottschalk Music	Timpani 23"	Student/Elementary	Yamaha	$4,151.00	45%	Award
The Horn Shop	Timpani 26"	Student/Elementary	Adams	$5,350.00	47%	Award
Gottschalk Music	Timpani 26"	Student/Elementary	Ludwig	$4,847.00	46%	Award
Gottschalk Music	Timpani 26"	Student/Elementary	Pearl	$4,302.00	46%	Award
Gottschalk Music	Timpani 26"	Student/Elementary	Yamaha	$4,238.00	45%	Award
The Horn Shop	Timpani 29"	Student/Elementary	Adams	$5,576.00	47%	Award
Gottschalk Music	Timpani 29"	Student/Elementary	Ludwig	$5,006.00	46%	Award
Gottschalk Music	Timpani 29"	Student/Elementary	Pearl	$4,400.00	46%	Award
Gottschalk Music	Timpani 29"	Student/Elementary	Yamaha	$4,324.00	45%	Award
The Horn Shop	Timapni 32"	Student/Elementary	Adams	$5,700.00	47%	Award
Gottschalk Music	Timpani 32"	Student/Elementary	Ludwig	$5,212.00	46%	Award
Gottschalk Music	Timpani 32"	Student/Elementary	Pearl	$4,710.00	46%	Award
Gottschalk Music	Timpani 32"	Student/Elementary	Yamaha	$4,424.00	45%	Award
The Horn Shop	Timpani 23"	Pro	Adams	$8,672.00	47%	Award
Gottschalk Music	Timpani 23"	Pro	Ludwig	$6,752.00	46%	Award
Gottschalk Music	Timpani 23"	pro	Pearl	$7,384.00	46%	Award
Gottschalk Music	Timpani 23"	pro	Yamaha	$6,958.00	45%	Award

The Horn Shop	Timpani 26"	pro	Adams	$9,794.00	47%	Award
Gottschalk Music	Timpani 26"	pro	Ludwig	$6,883.00	46%	Award
Gottschalk Music	Timpani 26"	pro	Pearl	$7,792.00	46%	Award
Gottschalk Music	Timpani 26"	pro	Yamaha	$7,400.00	45%	Award
The Horn Shop	Timpani 29"	pro	Adams	$10,138.00	47%	Award
Gottschalk Music	Timpani 29"	pro	Ludwig	$7,111.00	46%	Award
Gottschalk Music	Timpani 29"	pro	Pearl	$8,502.00	46%	Award
Gottschalk Music	Timpani 29"	pro	Yamaha	$8,276.00	45%	Award
The Horn Shop	Timapni 32"	pro	Adams	$11,222.00	47%	Award
Gottschalk Music	Timpani 32"	pro	Ludwig	$7,403.00	46%	Award
Gottschalk Music	Timpani 32"	pro	Pearl	$8,906.00	46%	Award
Gottschalk Music	Timpani 32"	pro	Yamaha	$8,284.00	45%	Award
The Horn Shop	Timpani Set (4 drums-23, 26, 2	Pro/High School	Adams	$40,826.00	47%	Award
Gottschalk Music	Timpani Set (4 drums-23, 26, 2	Pro/High School	Ludwig	$26,484.00	46%	Award
Gottschalk Music	Timpani Set (4 drums-23, 26, 2	Pro/High School	Pearl	$32,584.00	46%	Award
Gottschalk Music	Timpani Set (4 drums-23, 26, 2	Pro/High School	Yamaha	$30,485.00	45%	Award
The Horn Shop	Xylophone	Student/Elementary	Adams	$4,450.00	47%	Award
Gottschalk Music	Xylophone	Student/Elementary	Ludwig	$5,566.00	50%	Award
Gottschalk Music	Xylophone	Student/Elementary	Pearl	$2,110.00	45%	Award
Gottschalk Music	Xylophone	Student/Elementary	Yamaha	$1,748.00	46%	Award
Gottschalk Music	Xylophone	Pro/High School	Adams	$9,050.00	45%	Award
Gottschalk Music	Xylophone	Pro/High School	Ludwig	$6,987.00	47%	Award
Gottschalk Music	Xylophone	Pro/High School	Pearl	$9,050.00	45%	Award
Gottschalk Music	Xylophone	Pro/High School	Yamaha	$5,108.00	46%	Award
The Horn Shop	Marimba	Student/Elementary	Adams	$7,170.00	47%	Award
Gottschalk Music	Marimba	Student/Elementary	Ludwig	$6,188.00	50%	Award
Gottschalk Music	Marimba	Student/Elementary	Pearl	$2,605.00	45%	Award
Gottschalk Music	Marimba	Student/Elementary	Yamaha	$4,955.00	47%	Award
The Horn Shop	Marimba	Pro/High School	Adams	$10,065.00	47%	Award
Gottschalk Music	Marimba	Pro/High School	Ludwig	$11,506.00	47%	Award
Gottschalk Music	Marimba	Pro/High School	Pearl	$14,440.00	45%	Award
Gottschalk Music	Marimba	Pro/High School	Yamaha	$9,677.00	47%	Award
The Horn Shop	Vibraphone	Student/Elementary	Adams	$8,894.00	47%	Award
Brook Mays Music	Vibraphone	Student/Elementary	Ludwig - MUAV30	$6,900.00	20%	Award
Gottschalk Music	Vibraphone	Student/Elementary	Pearl	$8,834.00	45%	Award
Gottschalk Music	Vibraphone	Student/Elementary	Yamaha	$4,561.00	47%	Award
The Horn Shop	Vibraphone	Pro/High School	Adams	$9,638.00	47%	Award
Gottschalk Music	Vibraphone	Pro/High School	Ludwig	$7,963.00	49%	Award
Gottschalk Music	Vibraphone	Pro/High School	Pearl	$10,480.00	40%	Award
Gottschalk Music	Vibraphone	Pro/High School	Yamaha	$9,183.00	47%	Award
Gottschalk Music	Violin	Student	Knilling	$1,799.00	63%	Award
Gottschalk Music	Violin	Pro	Knilling	$2,780.93	45%	Award
Gottschalk Music	Viola	Student	Knilling	$2,025.00	63%	Award
Gottschalk Music	Viola	Pro	Knilling	$3,294.53	45%	Award
Gottschalk Music	Cello	Student	Knilling	$4,579.00	63%	Award
Gottschalk Music	Cello	Pro	Knilling	$8,505.43	40%	Award
Gottschalk Music	Double Bass	Student	Knilling	$7,049.00	63%	Award
Brook Mays Music	Double Bass	Pro	Knilling - 1312T8AA	$9,275.00	15%	Award
The Horn Shop	Chimes/Tubular Bells	Pro	Adams	$12,158.00	46%	Award
Gottschalk Music	Chimes/Tubular Bells	Pro	Majestic	$11,875.00	45%	Award
Gottschalk Music	Chimes/Tubular Bells	Pro	Musser	$11,644.00	50%	Award
Gottschalk Music	Chimes/Tubular Bells	Pro	Yamaha	$10,352.00	47%	Award
The Horn Shop	Chimes/Tubular Bells	Student	Adams	$8,108.00	46%	Award
Gottschalk Music	Chimes/Tubular Bells	Student	Majestic	$8,635.00	45%	Award
Gottschalk Music	Chimes/Tubular Bells	Student	Musser	$8,446.00	50%	Award
Gottschalk Music	Chimes/Tubular Bells	Student	Yamaha	$7,766.00	47%	Award

FRESNO UNIFIED SCHOOL DISTRICT
MUSICAL INSTRUMENTS ADDITIONS DISCOUNT SCHEDULE BY VENDOR
RFP No. 25-26, MUSICAL INSTRUMENTS

Bid Opening Date: April 2, 2025 prior to 2:01 pm Buyer: Natalya Tsytsyna

Vendor	Instrument	Type	Manufacturer	Model #	MSRP	% Discount off MSRP	Award
Brook Mays Music	Alto Flute	Student	AMADEUS	AF570-S	$2,655.00	20%	yes
Brook Mays Music	Alto Flute	Pro/High School	ARMSTRONG	703	$3,909.00	20%	yes
BAC Musical Ins	Alto Saxophone	Student	BAC Musical Instrume	BAC-AS-310	$1,795.00	55%	yes
BAC Musical Ins	Alto Saxophone	Pro/High School	BAC Musical Instrume	BAC-AS-400CL	$3,899.00	55%	yes
Brook Mays Music	Alto Saxophone	Student	PRELUDE	PAS111	$1,119.00	20%	yes
Brook Mays Music	Alto Saxophone	Pro	TANAKA	R475DLX	$2,419.00	20%	yes
Gottschalk Music	Alto Saxophone	Student	Eastman	EAS251	$2,412.00	60%	yes
Gottschalk Music	Alto Saxophone	Pro	Eastman	EAS650	$4,856.00	50%	yes
Gottschalk Music	Alto Saxophone	Student	Blessing	BAS1287	$2,995.00	62%	yes
Harvard House	Alto Saxophone	Student	Olds	NA62MN11	$3,000.00	58%	yes
Harvard House	Alto Saxophone	Student	Opus	351L	$1,851.50	45%	yes
Harvard House	Alto Saxophone	Pro/High School	Opus	353M6	$3,232.00	45%	yes
Patricks Music	Alto Saxophone	Student/Elementary	Valkyrie	350L	$790.00	30%	yes
Patricks Music	Alto Saxophone	Student	Valkyrie	352LN	$1,380.00	30%	yes
Patricks Music	Alto Saxophone	Pro	Jupiter	JAS1100	$3,050.00	30%	yes
Patricks Music	Alto Saxophone	Pro	Jupiter	JAS1100SG	$3,190.00	30%	yes
The Horn Shop	Alto Saxophone	Student	CANNONBALL	A90-L	$1,947.00	50%	yes
BAC Musical Ins	Baritone Saxophone	Pro/High School	BAC Musical Instrume	BAC-BS-400	$7,895.00	50%	yes
Brook Mays Music	Baritone Saxophone	Pro	TANAKA	R52BS	$5,395.00	20%	yes
Gottschalk Music	Baritone Saxophone	Student	Eastman	EBS251	$4,742.00	48%	yes
Gottschalk Music	Baritone Saxophone	Pro	Eastman	EBS650	$10,340.00	55%	yes
Gottschalk Music	Baritone Saxophone	Student	Blessing	BBS1287	$7,875.00	50%	yes
Harvard House	Baritone Saxophone	Student	Olds	NBS115	$8,195.00	58%	yes
Patricks Music	Baritone Saxophone	Student	Valkyrie	380L	$6,200.00	30%	yes
Patricks Music	Baritone Saxophone	Pro	Jupiter	JBS1100	$8,100.00	30%	yes
Patricks Music	Baritone Saxophone	Pro	Jupiter	JBS1100SG	$8,650.00	30%	yes
BAC Musical Ins	Baritone/Euphonium	Student	BAC Musical Instrume	BAC-EU-310	$1,626.00	25%	yes
BAC Musical Ins	Baritone/Euphonium	Pro/High School	BAC Musical Instrume	BAC-EU-400	$3,895.00	50%	yes
BAC Musical Ins	Baritone/Euphonium	Pro	BAC Musical Instrume	BAC-EU-WA-L	$5,795.00	40%	yes
BAC Musical Ins	Baritone/Euphonium	Pro/High School	825 Marching	825-25L	$2,990.00	45%	yes
BAC Musical Ins	Baritone/Euphonium	Pro/High School	825 Marching	825-25L-LS	$2,990.00	45%	yes
BAC Musical Ins	Baritone/Euphonium	Pro/High School	825 Marching	825-25S	$3,390.00	50%	yes
BAC Musical Ins	Baritone/Euphonium	Pro/High School	825 Marching	825-25S-LS	$3,390.00	50%	yes
Brook Mays Music	Baritone/Euphonium	Student	SCHMIDT	F3VBL	$2,199.00	20%	yes
Brook Mays Music	Baritone/Euphonium	Pro	SCHMIDT	FS4VCES	$5,199.00	20%	yes
Gottschalk Music	Baritone/Euphonium	Student	Eastman	EBH311	$1,952.00	51%	yes
Gottschalk Music	Baritone/Euphonium	Pro	Eastman	EBH526S	$6,631.00	51%	yes
Gottschalk Music	Baritone/Euphonium	Pro	Shires	SEUQ40	$6,395.00	42%	yes
Gottschalk Music	Baritone/Euphonium	Student	Willson	WEUA23	$2,775.00	51%	yes
Gottschalk Music	Baritone/Euphonium	Pro	Willson	WEUQ90	$6,595.00	41%	yes
Gottschalk Music	Baritone/Euphonium	Student	Blessing	BBH1287	$3,225.00	62%	yes
Harvard House	Baritone/Euphonium	Student	Olds	NA370	$3,270.00	58%	yes
Harvard House	Baritone/Euphonium	Pro/High School	Olds	NA380	$3,985.00	58%	yes
Harvard House	Baritone/Euphonium	Pro/High School	Olds	NA380S	$4,690.00	58%	yes
Harvard House	Baritone/Euphonium	Student	Opus	900L3	$1,964.00	45%	yes
Harvard House	Baritone/Euphonium	Pro/High School	Opus	90L4	$3,220.00	45%	yes
Patricks Music	Baritone/Euphonium	Student/Elementary	Valkyrie	800L3	$925.00	30%	yes
Patricks Music	Baritone/Euphonium	Student	Valkyrie	900L4	$1,610.00	30%	yes
Patricks Music	Baritone/Euphonium	Student	Jupiter	JEP700	$2,840.00	30%	yes
Patricks Music	Baritone/Euphonium	Student	Jupiter	JEP1000	$3,150.00	30%	yes

Patricks Music	Baritone/Euphonium	Student	Jupiter	JEP1020	$3,690.00	30%	yes
Patricks Music	Baritone/Euphonium	Pro/High School	Jupiter	JEP1120	$6,070.00	30%	yes
BAC Musical Ins	Bass Clarinet	Pro/High School	BAC Musical Instrume	BAC-BC-400	$3,815.00	55%	yes
Brook Mays Music	Bass Clarinet	Student	RIDENOUR	BC221	$2,899.00	20%	yes
Brook Mays Music	Bass Clarinet	Pro	SELMER	67	$24,079.00	20%	yes
Gottschalk Music	Bass Clarinet	Student	Backun	BCLBBALPHAEN	$4,125.00	44%	yes
Gottschalk Music	Bass Clarinet	Pro	Backun	BCLBBQGCSK	$14,275.00	45%	yes
Harvard House	Bass Clarinet	Student	Olds	NO541	$3,770.00	58%	yes
Harvard House	Bass Clarinet	Student	Opus	260EN	$5,316.50	45%	yes
The Horn Shop	Bass Clarinet	Student	MIO	MCB3	$3,988.00	50%	yes
Brook Mays Music	Bassoon	Student	SCHOTT	BSN4	$4,399.00	20%	yes
Brook Mays Music	Bassoon	Pro	SCHOTT	BSN220	$7,599.00	20%	yes
Gottschalk Music	Bassoon	Student	John Packer	JP291	$5,912.00	50%	yes
Harvard House	Bassoon	Pro/High School	Opus	282N	$8,123.50	45%	yes
Gottschalk Music	Cello	Student	Krutz	C310	$2,450.00	55%	yes
Gottschalk Music	Cello	Pro	Krutz	C440	$4,900.00	55%	yes
Gottschalk Music	Cello	Student	Giovanni Clemente	GMC130C34	$2,490.00	60%	yes
Gottschalk Music	Cello	Pro	Giovanni Clemente	GMC513CEUI	$4,390.00	60%	yes
Gottschalk Music	Cello	Student	Yamaha	AVC534S	$3,084.00	65%	yes
Gottschalk Music	Cello	Pro	Yamaha	~~AV744SG~~ wrong	$4,880.00	65%	yes
Gottschalk Music	Cello	Student	Scherl & Roth	SR43E3H	$2,379.00	64%	yes
Gottschalk Music	Cello	Pro	Scherl & Roth	SR75E4H	$6,385.00	60%	yes
Harvard House	Cello	Student/Elementary	Harvard House	Harvard House 1	$2,160.00	38%	yes
Harvard House	Cello	Student	Harvard House	Harvard House 2	$2,450.00	38%	yes
Harvard House	Cello	Pro/High School	Harvard House	Harvard House 3	$2,750.00	38%	yes
Harvard House	Cello	Pro	Harvard House	Harvard House 4	$3,300.00	38%	yes
Patricks Music	Cello	Student/Elementary	Mi & Vi	VC-06	$1,050.00	30%	yes
Patricks Music	Cello	Student/Elementary	Mi & Vi	VC-16	$1,440.00	30%	yes
Patricks Music	Cello	Student/Elementary	Century Strings	VC-110	$1,290.00	30%	yes
Patricks Music	Cello	Student	Century Strings	VC-220	$1,830.00	30%	yes
Patricks Music	Cello	Student	Century Strings	VC-320	$2,230.00	30%	yes
Patricks Music	Cello	Pro/High School	Century Strings	VC-420	$2,580.00	30%	yes
Patricks Music	Chimes/Tubular Bells	Student	Majestic	C6618B	$9,120.00	30%	yes
Patricks Music	Chimes/Tubular Bells	Student	Majestic	C6618C	$9,590.00	30%	yes
Patricks Music	Chimes/Tubular Bells	Pro/High School	Majestic	C8622C	$12,890.00	30%	yes
BAC Musical Ins	Clarinet	Student	BAC Musical Instrume	BAC-CL-310	$1,050.00	65%	yes
BAC Musical Ins	Clarinet	Pro/High School	BAC Musical Instrume	BAC-CL-400	$2,195.00	55%	yes
Brook Mays Music	Clarinet	Student	RIDENOUR	TR102	$1,069.00	20%	yes
Brook Mays Music	Clarinet	Pro	KLOSE	BE13N	$2,399.00	20%	yes
Gottschalk Music	Clarinet	Student	Eastman	ECL230	$1,320.00	61%	yes
Gottschalk Music	Clarinet	Pro	Eastman	ECL523	$2,925.00	50%	yes
Gottschalk Music	Clarinet	Student	Backun	BCLBALPHANK	$1,320.00	61%	yes
Gottschalk Music	Clarinet	Pro	Backun	BCLBQGNK	$4,995.00	41%	yes
Gottschalk Music	Clarinet	Student	Blessing	BCL1287	$1,345.00	62%	yes
Harvard House	Clarinet	Student	Olds	NCL114PC	$1,320.00	58%	yes
Harvard House	Clarinet	Student/Elementary	Opus	201MN	$787.75	45%	yes
Harvard House	Clarinet	Student	Opus	221MN	$1,312.00	45%	yes
Patricks Music	Clarinet	Pro/High School	Valkyrie	232ES	$1,230.00	30%	yes
Patricks Music	Clarinet	Pro/High School	Jupiter	JCL750NA	$1,390.00	30%	yes
Patricks Music	Clarinet	Pro	Jupiter	JCL1100S	$1,980.00	30%	yes
Patricks Music	Concert Bass Drum w/S	Student	Majestic	CBD3618TS	$3,070.00	30%	yes
Patricks Music	Concert Bass Drum w/S	Student	Majestic	CBD3622TS	$3,110.00	30%	yes
Patricks Music	Concert Bass Drum w/S	Pro/High School	Majestic	PBS3218	$3,930.00	30%	yes
Patricks Music	Concert Bass Drum w/S	Pro/High School	Majestic	PBS3622	$4,960.00	30%	yes
Patricks Music	Concert Bass Drum w/S	Pro/High School	Majestic	PBS4022	$5,760.00	30%	yes
Patricks Music	Concert Snare w/Stand	Student/Elementary	Mapex	MSK14D	$395.00	30%	yes
Patricks Music	Concert Snare w/Stand	Student	Majestic	MOS1440BR/XS	$1,500.00	30%	yes

Patricks Music	Concert Snare w/Stand	Student	Majestic	MOS1465BR/XS1	$1,650.00	30%	yes
Gottschalk Music	Double Bass	Student	Krutz	B320	$3,875.00	45%	yes
Gottschalk Music	Double Bass	Pro	Krutz	B355	$9,200.00	40%	yes
Gottschalk Music	Double Bass	Student	Giovanni Clemente	GMC120B34	$4,290.00	55%	yes
Gottschalk Music	Double Bass	Pro	Giovanni Clemente	GMC150B34	$9,490.00	50%	yes
Gottschalk Music	Double Bass	Student	Scherl & Roth	SR46E3CFH	$5,339.00	64%	yes
Gottschalk Music	Double Bass	Pro	Scherl & Roth	SR68E3CFH	$11,974.00	64%	yes
Harvard House	Double Bass	Student/Elementary	Harvard House	Harvard House 1	$3,682.00	38%	yes
Harvard House	Double Bass	Student	Harvard House	Harvard House 2	$4,280.00	38%	yes
Harvard House	Double Bass	Pro/High School	Harvard House	Harvard House 3	$4,795.00	38%	yes
Patricks Music	Double Bass	Student/Elementary	Century Strings	VB-101	$2,760.00	30%	yes
Patricks Music	Double Bass	Student	Century Strings	VB-220	$5,010.00	30%	yes
BAC Musical Ins	Drum Kit (bells/pad/sta	Student	825 Marching	825-BK1	$1,100.00	65%	yes
Patricks Music	Drum Kit (bells/pad/sta	Student/Elementary	Mapex	MCK1432DP	$635.00	30%	yes
Brook Mays Music	English Horn	Student	TRIEBERT	EH500	$6,995.00	20%	yes
Brook Mays Music	English Horn	Pro	LEBLANC	LEH311S	$10,700.00	20%	yes
BAC Musical Ins	Flute	Student	BAC Musical Instrume	BAC-FL-310	$1,092.00	70%	yes
BAC Musical Ins	Flute	Pro/High School	BAC Musical Instrume	BAC-FL-500	$1,895.00	45%	yes
Brook Mays Music	Flute	Student	TANAKA	519E	$1,069.00	20%	yes
Brook Mays Music	Flute	Pro	TANAKA	519RE	$1,399.00	20%	yes
Gottschalk Music	Flute	Pro	Azumi	AZ1SRBO	$2,399.00	45%	yes
Gottschalk Music	Flute	Student	Eastman	EFL210	$1,262.00	67%	yes
Gottschalk Music	Flute	Pro	Eastman	EFL520BO	$3,375.00	50%	yes
Gottschalk Music	Flute	Student	Haynes	AF480	$1,200.00	60%	yes
Gottschalk Music	Flute	Pro	Haynes	AF780	$3,370.00	50%	yes
Gottschalk Music	Flute	Student	Blessing	BFL1287	$1,235.00	62%	yes
Harvard House	Flute	Student	Olds	NFL110PC	$1,275.00	58%	yes
Harvard House	Flute	Student	Opus	411S	$799.25	45%	yes
Harvard House	Flute	Student	Opus	452BSO	$1,276.00	45%	yes
Patricks Music	Flute	Student	Valkyrie	451S	$820.00	30%	yes
Patricks Music	Flute	Student	Jupiter	JFL700WD	$1,050.00	30%	yes
Patricks Music	Flute	Student	Jupiter	JFL700WRE	$1,250.00	30%	yes
The Horn Shop	Flute	Student	MIO	M1	$1,150.00	55%	yes
BAC Musical Ins	French Horn	Student	BAC Musical Instrume	BAC-FH-310	$2,166.00	50%	yes
BAC Musical Ins	French Horn	Pro/High School	BAC Musical Instrume	BAC-FH-400	$5,859.00	65%	yes
BAC Musical Ins	French Horn	Pro	BAC Musical Instrume	BAC-FH-CLV	$7,332.00	45%	yes
BAC Musical Ins	French Horn	Pro/High School	825 Marching	825-20L	$2,350.00	45%	yes
BAC Musical Ins	French Horn	Pro/High School	825 Marching	825-20S	$2,650.00	50%	yes
Brook Mays Music	French Horn	Student	SCHMIDT	FS313L	$1,999.00	20%	yes
Brook Mays Music	French Horn	Pro	SCHMIDT	FSD561N	$3,499.00	20%	yes
Gottschalk Music	French Horn	Student	Eastman	EFH360	$3,832.00	65%	yes
Gottschalk Music	French Horn	Pro	Eastman	EFH884	$7,454.00	50%	yes
Harvard House	French Horn	Student	Olds	FH560	$3,030.00	58%	yes
Harvard House	French Horn	Pro/High School	Olds	F580	$5,120.00	58%	yes
Harvard House	French Horn	Student	Opus	1100L	$1,964.00	45%	yes
Harvard House	French Horn	Pro/High School	Opus	1201L	$3,376.00	45%	yes
Patricks Music	French Horn	Student	Valkyrie	1200LD	$1,150.00	30%	yes
Patricks Music	French Horn	Student	Valkyrie	1200IN	$1,350.00	30%	yes
Patricks Music	French Horn	Pro	Jupiter	JHR1100	$4,700.00	30%	yes
Patricks Music	French Horn	Pro	Jupiter	JHR1100D	$5,100.00	30%	yes
The Horn Shop	French Horn	Student	CONN	7D	$7,859.00	52%	yes
BAC Musical Ins	Marimba	Pro/High School	825 Marching	825-MB43	$9,912.00	50%	yes
Gottschalk Music	Marimba	Pro	Malletech	MA50	$27,825.00	30%	yes
Patricks Music	Marimba	Student/Elementary	Majestic	M5533D	$3,450.00	30%	yes
Patricks Music	Marimba	Student/Elementary	Majestic	M5533DR	$3,680.00	30%	yes
Patricks Music	Marimba	Student	Majestic	M6543H	$11,030.00	30%	yes
Patricks Music	Marimba	Student	Majestic	M650DB	$15,440.00	30%	yes

Patricks Music	Marimba	Pro/High School	Majestic	M650HB	$20,640.00	30%	yes
Patricks Music	Marimba	Pro/High School	Majestic	M850HB	$30,360.00	30%	yes
BAC Musical Ins	Oboe	Pro/High School	BAC Musical Instrume	BAC-OB-400	$4,650.00	65%	yes
Brook Mays Music	Oboe	Student	TRIEBERT	OB330	$2,799.00	20%	yes
Brook Mays Music	Oboe	Pro	LEBLANC	LOB711S	$10,700.00	20%	yes
Harvard House	Oboe	Student	Olds	NO490	$3,030.00	58%	yes
Harvard House	Oboe	Student	Opus	250EBS	$3,584.00	45%	yes
Patricks Music	Oboe	Student	Jupiter	JOB1000	$3,500.00	30%	yes
BAC Musical Ins	Piccolo	Student	BAC Musical Instrume	BAC-PC-310	$1,140.00	70%	yes
Brook Mays Music	Piccolo	Student	TANAKA	PIC32	$1,169.00	20%	yes
Gottschalk Music	Piccolo	Student	Haynes	AP46	$1,475.00	60%	yes
Harvard House	Piccolo	Student	Olds	NPC115	$1,150.00	58%	yes
Patricks Music	Piccolo	Student/Elementary	Valkyrie	100S	$470.00	30%	yes
Brook Mays Music	Soprano Saxophone	Student	TANAKA	R300SS	$1,995.00	20%	yes
Brook Mays Music	Soprano Saxophone	Pro	YANAGISAWA	SW010	$11,449.00	20%	yes
Harvard House	Soprano Saxophone	Student	Olds	NSS115	$2,560.00	58%	yes
Harvard House	Soprano Saxophone	Student	Opus	31M6	$3,030.00	45%	yes
Patricks Music	Soprano Saxophone	Pro	Jupiter	JSS1100	$3,450.00	30%	yes
Patricks Music	Soprano Saxophone	Pro	Jupiter	JSS1100SG	$3,570.00	30%	yes
BAC Musical Ins	Tenor Saxophone	Student	BAC Musical Instrume	BAC-TS-310	$2,401.00	60%	yes
BAC Musical Ins	Tenor Saxophone	Pro/High School	BAC Musical Instrume	BAC-TS-400CL	$4,499.00	50%	yes
Brook Mays Music	Tenor Saxophone	Student	PRELUDE	PTS111	$1,549.00	20%	yes
Brook Mays Music	Tenor Saxophone	Pro	TANAKA	R26TS	$2,795.00	20%	yes
Gottschalk Music	Tenor Saxophone	Student	Eastman	ETS281	$2,822.00	60%	yes
Gottschalk Music	Tenor Saxophone	Pro	Eastman	ETS650	$5,706.00	50%	yes
Gottschalk Music	Tenor Saxophone	Student	Blessing	BTS1287	$3,975.00	62%	yes
Harvard House	Tenor Saxophone	Student	Olds	NA66MN11	$3,540.00	58%	yes
Harvard House	Tenor Saxophone	Student	Opus	370L	$2,081.50	45%	yes
Harvard House	Tenor Saxophone	Student	Opus	371L	$2,644.00	45%	yes
Harvard House	Tenor Saxophone	Pro/High School	Opus	373M6	$4,396.00	45%	yes
Patricks Music	Tenor Saxophone	Student/Elementary	Valkyrie	370LN	$1,050.00	30%	yes
Patricks Music	Tenor Saxophone	Student	Valkyrie	372NAG	$1,800.00	30%	yes
Patricks Music	Tenor Saxophone	Pro	Jupiter	JTS1100	$3,570.00	30%	yes
Patricks Music	Tenor Saxophone	Pro	Jupiter	JTS1100SG	$3,850.00	30%	yes
Patricks Music	Timapni 32''	Pro/High School	Majestic	PR2300AH	$7,150.00	30%	yes
Patricks Music	Timapni 32''	Pro/High School	Majestic	GRF2300AH	$9,050.00	30%	yes
Patricks Music	Timpani 23''	Student/Elementary	Majestic	MTG2300AP	$3,300.00	30%	yes
Patricks Music	Timpani 23''	Student/Elementary	Majestic	MPF2300AP	$3,900.00	30%	yes
Patricks Music	Timpani 23''	Student	Majestic	MP2300AP	$5,900.00	30%	yes
Patricks Music	Timpani 23''	Student	Majestic	MP2300AH	$6,500.00	30%	yes
Patricks Music	Timpani 26''	Student/Elementary	Majestic	MTG2600AP	$3,400.00	30%	yes
Patricks Music	Timpani 26''	Student/Elementary	Majestic	MPF2600AP	$4,000.00	30%	yes
Patricks Music	Timpani 26''	Student	Majestic	MP2600AP	$6,150.00	30%	yes
Patricks Music	Timpani 26''	Student	Majestic	MP2600AH	$6,650.00	30%	yes
Patricks Music	Timpani 26''	Pro/High School	Majestic	PT2600AH	$7,400.00	30%	yes
Patricks Music	Timpani 26''	Pro/High School	Majestic	GRF2600AH	$9,300.00	30%	yes
Patricks Music	Timpani 29''	Student/Elementary	Majestic	MTG2900AP	$3,650.00	30%	yes
Patricks Music	Timpani 29''	Student/Elementary	Majestic	MPF2900AP	$4,150.00	30%	yes
Patricks Music	Timpani 29''	Student	Majestic	MP2900AP	$6,300.00	30%	yes
Patricks Music	Timpani 29''	Student	Majestic	MP2900AH	$6,900.00	30%	yes
Patricks Music	Timpani 29''	Pro/High School	Majestic	PR2900AH	$7,650.00	30%	yes
Patricks Music	Timpani 29''	Pro/High School	Majestic	GRF2900AH	$9,550.00	30%	yes
Patricks Music	Timpani 32''	Student/Elementary	Majestic	MTG3200AP	$4,050.00	30%	yes
Patricks Music	Timpani 32''	Student/Elementary	Majestic	MPF3200AP	$4,450.00	30%	yes
Patricks Music	Timpani 32''	Student	Majestic	MP3200AP	$7,150.00	30%	yes
Patricks Music	Timpani 32''	Student	Majestic	MP3200AH	$7,800.00	30%	yes
Patricks Music	Timpani 32''	Pro/High School	Majestic	PR3200AH	$8,100.00	30%	yes

Patricks Music	Timpani 32''	Pro/High School	Majestic	GRF3200AH	$9,950.00	30%	yes
Patricks Music	Timpani Set (4 drums-2	Student/Elementary	Majestic	MTG04AP	$13,360.00	30%	yes
Patricks Music	Timpani Set (4 drums-2	Student/Elementary	Majestic	MPF04AP	$13,650.00	30%	yes
Patricks Music	Timpani Set (4 drums-2	Student	Majestic	MP04A	$23,830.00	30%	yes
Patricks Music	Timpani Set (4 drums-2	Student	Majestic	MP04AH	$25,660.00	30%	yes
Patricks Music	Timpani Set (4 drums-2	Pro/High School	Majestic	PR04AH	$28,320.00	30%	yes
Patricks Music	Timpani Set (4 drums-2	Pro/High School	Majestic	GRF04AH	$35,450.00	30%	yes
BAC Musical Ins	Trombone	Student	BAC Musical Instrume	BAC-SL-310	$1,125.00	55%	yes
BAC Musical Ins	Trombone	Student	BAC Musical Instrume	(Silver)	$1,395.00	55%	yes
BAC Musical Ins	Trombone	Pro/High School	BAC Musical Instrume	Attach)	$2,400.00	45%	yes
BAC Musical Ins	Trombone	Pro/High School	BAC Musical Instrume	(Bass T-Bone)	$5,572.00	60%	yes
BAC Musical Ins	Trombone	Pro	BAC Musical Instrume	Francisco), F	$3,595.00	50%	yes
BAC Musical Ins	Trombone	Pro	BAC Musical Instrume	(Kansas City) no	$2,250.00	40%	yes
Brook Mays Music	Trombone	Student	SCHMIDT	FTB501N	$1,369.00	20%	yes
Brook Mays Music	Trombone	Pro	SCHMIDT	547GBLT	$2,399.00	20%	yes
Gottschalk Music	Trombone	Student	Eastman	ETB221	$1,583.00	67%	yes
Gottschalk Music	Trombone	Pro	Eastman	ETB828	$3,698.00	50%	yes
Gottschalk Music	Trombone	Student	Shires	STBA30	$1,895.00	65%	yes
Gottschalk Music	Trombone	Pro	Shires	STBQ33	$2,555.00	41%	yes
Gottschalk Music	Trombone	Student	Blessing	BTB1287C	$1,575.00	62%	yes
Harvard House	Trombone	Student	Olds	NTB110PC	$1,590.00	58%	yes
Harvard House	Trombone	Student	Opus	751L	$1,204.00	45%	yes
Harvard House	Trombone	Pro	Opus	772L	$4,704.00	45%	yes
Patricks Music	Trombone	Student/Elementary	Valkyrie	750L	$470.00	30%	yes
Patricks Music	Trombone	Student	Valkyrie	761L	$640.00	30%	yes
Patricks Music	Trombone	Student	Valkyrie	710CL	$1,080.00	30%	yes
Patricks Music	Trombone	Pro/High School	Jupiter	JTB1100	$1,750.00	30%	yes
Patricks Music	Trombone	Pro/High School	Jupiter	JTB1100F	$2,300.00	30%	yes
Patricks Music	Trombone	Pro/High School	Jupiter	JTN1150F	$2,300.00	30%	yes
Patricks Music	Trombone	Student	Jupiter	JTB700V	$1,840.00	30%	yes
Patricks Music	Trombone	Pro/High School	Jupiter	JTB1180	$4,900.00	30%	yes
The Horn Shop	Trombone	Student	Bach	BTB302	$1,579.00	60%	yes
The Horn Shop	Trombone	Student	King	KTB302	$1,579.00	60%	yes
BAC Musical Ins	Trumpet	Student	BAC Musical Instrume	BAC-TR-310	$1,068.00	65%	yes
BAC Musical Ins	Trumpet	Student	BAC Musical Instrume	(silver)	$1,344.00	65%	yes
BAC Musical Ins	Trumpet	Pro/High School	BAC Musical Instrume	(Silver)	$2,100.00	60%	yes
BAC Musical Ins	Trumpet	Pro	BAC Musical Instrume	BAC-TR-NY	$2,500.00	45%	yes
BAC Musical Ins	Trumpet	Pro/High School	825 Marching	825-12L	$1,790.00	35%	yes
BAC Musical Ins	Trumpet	Pro/High School	825 Marching	825-12S Silver	$1,990.00	55%	yes
Brook Mays Music	Trumpet	Student	SCHMIDT	H301L	$1,369.00	20%	yes
Brook Mays Music	Trumpet	Pro	SCHMIDT	A180SDLX	$2,699.00	20%	yes
Gottschalk Music	Trumpet	Student	Eastman	ETR221	$1,583.00	65%	yes
Gottschalk Music	Trumpet	Pro	Eastman	ETR823S	$3,596.00	55%	yes
Gottschalk Music	Trumpet	Student	Shires	STRA10	$1,745.00	65%	yes
Gottschalk Music	Trumpet	Pro	Shires	STRQ10S	$3,195.00	41%	yes
Gottschalk Music	Trumpet	Student	Blessing	BTR1287	$1,415.00	62%	yes
Harvard House	Trumpet	Student	Olds	NTR110PC	$1,410.00	58%	yes
Harvard House	Trumpet	Pro/High School	Olds	NTR115S	$2,350.00	58%	yes
Harvard House	Trumpet	Student	Opus	521LR	$1,204.00	45%	yes
Harvard House	Trumpet	Pro/High School	Opus	502SG Pro	$1,640.00	45%	yes
Harvard House	Trumpet	Pro	Opus	545S	$2,576.00	45%	yes
Patricks Music	Trumpet	Student/Elementary	Valkyrie	500LR	$370.00	30%	yes
Patricks Music	Trumpet	Student/Elementary	Valkyrie	501LR	$470.00	30%	yes
Patricks Music	Trumpet	Student	Valkyrie	502L	$750.00	30%	yes
Patricks Music	Trumpet	Student	Valkyrie	535LR	$1,030.00	30%	yes
Patricks Music	Trumpet	Pro/High School	Jupiter	JTR1000S	$2,290.00	30%	yes
Patricks Music	Trumpet	Student/Elementary	Valkyrie	550L	$440.00	30%	yes

Patricks Music	Trumpet	Student	Jupiter	JCR700	$960.00	30%	yes
Patricks Music	Trumpet	Student	Valkyrie	592L	$910.00	30%	yes
Patricks Music	Trumpet	Pro	Jupiter	JFH1100R	$1,820.00	30%	yes
Patricks Music	Trumpet	Pro	Jupiter	JFH1100RS	$2,040.00	30%	yes
BAC Musical Ins	Tuba	Student	BAC Musical Instrume	tuba	$4,900.00	45%	yes
BAC Musical Ins	Tuba	Pro/High School	BAC Musical Instrume	BAC-BB-400	$8,700.00	45%	yes
BAC Musical Ins	Tuba	Pro	BAC Musical Instrume	S(Chicago) 4	$11,580.00	45%	yes
BAC Musical Ins	Tuba	Pro/High School	825 Marching	825-52L Sousap	$11,000.00	50%	yes
BAC Musical Ins	Tuba	Pro/High School	825 Marching	825-52S Sousa,	$12,800.00	50%	yes
Brook Mays Music	Tuba	Student	SCHMIDT	F3VT	$3,980.00	20%	yes
Brook Mays Music	Tuba	Pro	SCHMIDT	DSF186	$6,420.00	20%	yes
Gottschalk Music	Tuba	Student	Eastman	EBB231	$5,415.00	48%	yes
Gottschalk Music	Tuba	Pro	Eastman	EBB534	$10,162.00	51%	yes
Gottschalk Music	Tuba	Pro	Willson	WTU3050FA5	$13,995.00	20%	yes
Harvard House	Tuba	Student	Olds	PC801W	$6,740.00	58%	yes
Patricks Music	Tuba	Student/Elementary	Valkyrie	950L3	$2,030.00	30%	yes
Patricks Music	Tuba	Student	Valkyrie	98L4	$4,430.00	30%	yes
Patricks Music	Tuba	Student	Jupiter	JTU730	$5,130.00	30%	yes
Patricks Music	Tuba	Pro/High School	Jupiter	JTU1010	$8,030.00	30%	yes
Patricks Music	Tuba	Pro	Jupiter	JTU1140	$9,370.00	30%	yes
BAC Musical Ins	Vibraphone	Pro/High School	825 Marching	825-V30, no mo	$11,000.00	65%	yes
Gottschalk Music	Vibraphone	Pro	Malletech	OV30	$12,159.00	38%	yes
Patricks Music	Vibraphone	Student	Majestic	V6530SX	$6,000.00	30%	yes
Patricks Music	Vibraphone	Student	Majestic	V6530S	$6,640.00	30%	yes
Patricks Music	Vibraphone	Pro/High School	Majestic	V7530S	$8,320.00	30%	yes
Patricks Music	Vibraphone	Pro/High School	Majestic	V7530G	$9,130.00	30%	yes
Gottschalk Music	Viola	Student	Krutz	A420	$1,225.00	55%	yes
Gottschalk Music	Viola	Pro	Krutz	A540	$1,900.00	60%	yes
Gottschalk Music	Viola	Student	Giovanni Clemente	GMC130VA15	$1,485.00	60%	yes
Gottschalk Music	Viola	Pro	Giovanni Clemente	GMC505VA15	$2,890.00	60%	yes
Gottschalk Music	Viola	Student	Yamaha	AVA5150S	$1,468.00	65%	yes
Gottschalk Music	Viola	Pro	Yamaha	AVA7150SG	$1,995.00	60%	yes
Gottschalk Music	Viola	Student	Scherl & Roth	SR42E15H	$1,199.00	64%	yes
Gottschalk Music	Viola	Pro	Scherl & Roth	SR72E15H	$3,775.00	60%	yes
Harvard House	Viola	Student/Elementary	Harvard House	Harvard House 1	$1,018.00	38%	yes
Harvard House	Viola	Student	Harvard House	Harvard House 2	$1,326.00	38%	yes
Harvard House	Viola	Pro/High School	Harvard House	Harvard House 3	$1,732.00	38%	yes
Harvard House	Viola	Pro	Harvard House	Harvard House 4	$2,325.00	38%	yes
Patricks Music	Viola	Student/Elementary	Mi & Vi	VA-06	$540.00	30%	yes
Patricks Music	Viola	Student/Elementary	Mi & Vi	VA-16	$680.00	30%	yes
Patricks Music	Viola	Student/Elementary	Century Strings	VA-110	$540.00	30%	yes
Patricks Music	Viola	Student	Century Strings	VA-220	$700.00	30%	yes
Patricks Music	Viola	Student	Century Strings	VA-320	$870.00	30%	yes
Patricks Music	Viola	Pro/High School	Century Strings	VA-420	$1,040.00	30%	yes
Gottschalk Music	Violin	Student	Krutz	V420	$995.00	55%	yes
Gottschalk Music	Violin	Pro	Krutz	V445	$1,900.00	60%	yes
Gottschalk Music	Violin	Student	Giovanni Clemente	GMC130VN44	$1,285.00	60%	yes
Gottschalk Music	Violin	Pro	Giovanni Clemente	GMC515VN	$2,690.00	60%	yes
Gottschalk Music	Violin	Student	Yamaha	YVN0344	$979.00	65%	yes
Gottschalk Music	Violin	Pro	Yamaha	AV744SG	$1,652.00	65%	yes
Gottschalk Music	Violin	Student	Scherl & Roth	SR41E4H	$940.00	64%	yes
Gottschalk Music	Violin	Pro	Scherl & Roth	SR71E4H	$2,325.00	60%	yes
Harvard House	Violin	Student/Elementary	Harvard House	Harvard House 1	$792.00	38%	yes
Harvard House	Violin	Student	Harvard House	Harvard House 2	$993.00	38%	yes
Harvard House	Violin	Pro/High School	Harvard House	Harvard House 3	$1,470.00	38%	yes
Harvard House	Violin	Pro	Harvard House	Harvard House 4	$2,200.00	38%	yes
Patricks Music	Violin	Student/Elementary	Mi & Vi	VN-06	$390.00	30%	yes

Patricks Music	Violin	Student/Elementary	Mi & Vi	VN-16	$530.00	30%	yes
Patricks Music	Violin	Student/Elementary	Century Strings	VN-110	$390.00	30%	yes
Patricks Music	Violin	Student	Century Strings	VN-220	$520.00	30%	yes
Patricks Music	Violin	Student	Century Strings	VN-320	$690.00	30%	yes
Patricks Music	Violin	Pro/High School	Century Strings	VN-420	$840.00	30%	yes
BAC Musical Ins	Xylophone	Pro/High School	825 Marching	oct	$7,224.00	60%	yes
Gottschalk Music	Xylophone	Pro	Malletech	G26	$3,638.25	38%	yes
Patricks Music	Xylophone	Student/Elementary	Majestic	X4525D	$1,910.00	30%	yes
Patricks Music	Xylophone	Student/Elementary	Majestic	X5535DR	$2,990.00	30%	yes
Patricks Music	Xylophone	Student	Majestic	X6535D	$3,610.00	30%	yes
Patricks Music	Xylophone	Student	Majestic	X6535P	$4,320.00	30%	yes
Patricks Music	Xylophone	Pro/High School	Majestic	X6540P	$6,540.00	30%	yes
Patricks Music	Xylophone	Pro	Majestic	X8540H	$7,870.00	30%	yes

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Proposals 25-42, Fresh Juice and Dairy Products with Site Delivery Services

ITEM DESCRIPTION: Included for Board consideration and approval is information on Request for Proposals (RFP) 25-42, to establish fixed pricing for delivery of fresh juice and dairy products with site delivery services to 106 school locations. These products are served in the School Breakfast Program, National School Lunch Program and the Super Snack Program, and are funded by reimbursement from the US Department of Agriculture and the California Department of Education. The term is one-year with the option to extend for two additional one-year periods beginning July 01, 2025. The recommended vendor is based out of Fresno CA.

The Request for Proposals was lawfully advertised on March 12, 2025, and March 19, 2025. Proposals were opened on April 02, 2025. Notifications were sent to 89 vendors, and the district received two responses. The RFP process allows for a variety of factors to be considered in addition to price, to identify the best value vendor for the district. The evaluation of proposals was based on Pricing, Food Safety, Delivery, Technology and Reports, Eat Real Undesirable Ingredients, Added Sugar, Contracting with Minority-owned Businesses and Contracting with Small Businesses. The evaluation panel, comprised of Fresno Unified Nutrition Services staff, recommend the approval of the following vendor:

Producers Dairy Foods, Inc. (Fresno, California) $4,563,235.

Approval will allow the Nutrition Services department to utilize fresh juice and dairy on an as-needed basis. Purchase orders will be presented to the board for ratification of future purchase order reports.

FINANCIAL SUMMARY: Sufficient funds in the amount of $4,563,235 are available in the Cafeteria Fund Budget.

PREPARED BY: Amanda Harvey

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Qualifications 25-03, Architectural/Engineering Services, and Request for Qualifications 25-04, Professional Services-Construction Related Consultants

ITEM DESCRIPTION: Included in the Board material it is recommended that the Board approve Requests for Qualifications (RFQ) 25-03 and 25-04, to provide a pool of qualified firms and consultants for use in support of the district's new construction, modernization, modular projects, and deferred and general maintenance projects. Also included in the RFQ are firms that provide services for securing funding and project approvals from State agencies and firms that assist in preparing and analyzing demographic and enrollment data. The request for qualifications was lawfully advertised on February 14, 2025, and February 21, 2025. Notifications were sent to 314 firms plus five construction trade publications, and the district received 85 responses for the combined 16 sections. Responses were evaluated by a multi-department panel on each firm's/consultant's ability to meet or exceed the requirements set forth in the RFQ. Based on an extensive review, the attached list of qualified firms/consultants is recommended for approval, to provide the following services on a project-by-project basis for a five-year period:

- Architectural services (16 firms/consultants)
- Civil engineering (9)
- Electrical engineering (12)
- Mechanical engineering (9)
- Structural engineering (5)
- Landscape architectural/engineering (2)
- School facility planning/land acquisition/disposition (5)
- Environmental site assessment and geotechnical (8)
- Construction inspection services (14)
- Material testing and construction inspection lab (6)
- Hazardous materials/indoor air quality consulting (7)
- Commissioning agent services (6)
- Professional construction estimating services (10)
- Forensic scheduling services (5)
- Construction project management services (21)
- Inspection Services for Non-DSA Maintenance Projects (12)

FINANCIAL SUMMARY: Funding will be established on a project-by-project basis.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

LIST OF FIRMS/CONSULTANTS FOR
RFQ 25-03, ARCHITECTURAL/ENGINEERING SERVICES
AND
RFQ 25-04, PROFESSIONAL SERVICES- CONSTRUCTION RELATED CONSULTANTS

RFQ 25-03: Architectural/Engineering Services

4 Creeks (Visalia)
Darden Architects (Fresno)
Dyson Architects (Fresno)
Gonzalez Architects (Fresno)
Paul Halajian Architects (Fresno)
Integrated Designs by SOMAM (Fresno)
Lionakis (Sacramento)
Mangini Associates, Inc.(Visalia)
PBK Architects (Fresno)
PRIMEbusiness Construction Consulting LLC (Davis)
SGPA Architecture and Planning (San Diego)
Sillman (San Diego)
SVA Architects, Inc. (Santa Ana)
Temple Andersen Moore Architects, LLP (Fresno)
The Taylor Group Architects (Clovis)
Teter, LLP (Fresno)

RFQ 25-04: Section 1 - Civil Engineering Services

Alan Mok Engineering (Fresno)
Bedrock Engineering, Inc. (Madera)
Blair, Church & Flynn (Clovis)
Gateway Engineering (Clovis)
IMEG (Ontario)
Lars, Anderson & Associates (Fresno)
MVE, Inc. (Modersto)
Precision Civil Engineering (Fresno)
Quad Knopf, Inc., dba QK (Visalia)

RFQ 25-04: Section 2 - Electrical Engineering Services

Alfa Tech (San Jose)
Borrelli & Associates (Fresno)
Electrical Power Systems (Clovis)
Hardin-Davidson Engineering (Clovis)
IMEG (Ontario)
Leaf Engineers (Clovis)
Lighthouse Electrical, Inc. (Clovis)
Net Positive Consulting Engineers (Fresno)
Refik Electrical Engineers (Clovis)
Salas O'Brian (San Jose)
SEC Group (Los Angeles)
Teter (Fresno)

RFQ 25-04: Section 3 - Mechanical Engineering Services

Alfa Tech (San Jose)
IMEG (Ontario)
JNL Mechanical Design (Madera)
Lawerence Engineering (Fresno)
Leaf Engineers (Clovis)
Net Positive Consulting Engineers (Fresno)
Salas O'Brian (San Jose)
Skyline Engineering. Inc. (Salinas)
Teter (Fresno)

RFQ 25-04: Section 4 - Structural Engineering Services

Brooks-Ransom Associates (Fresno)
IMEG (Ontario)
Teter (Fresno)
Provost & Prichard Consulting Group (Fresno)
Salas O'Brian (San Jose)

RFQ 25-04: Section 5 - Landscape Architectural/Engineering Services

Blair, Church & Flynn (Clovis)
Quad Knopf, Inc., dba QK (Visalia)

RFQ 25-04: Section 6 - School Facility Planning/Land Acquisition/Disposition and Relocation

Blair, Church & Flynn (Clovis)
Precision Civil Engineering (Fresno)
School Facilities Consultants (Sacramento)
School Works (Roseville)
SEC Group (Los Angeles)

RFQ 25-04: Section 7 - Environmental Site Assessment and/or Geotechnical Services

Achievement Engineering (Fresno)
Blair, Church & Flynn (Clovis)
BSK Associates (Fresno)
Krazan & Associates, Inc. (Fresno)
Quad Knopf, Inc., dba QK (Visalia)
RMA GeoScience (Fresno)
Salem Engineering Group (Fresno)
Technicon Engineering Services (Fresno)

RFQ 25-04: Section 8 - Construction Inspection Services

Atkinson Inspection Services (Fresno)
DDD Inspections, LLC (Fresno)
HBI Inspections (Clovis)
James Doll (Clovis)
JRS Inspections (Fresno)
Kazem Elshafe (Clovis)
Lee Grant Inspections (Madera)
Luna Inspections (Clovis)
Quad Knopf, Inc. dba QK (Visalia)
Ryan Garrison (Clovis)
SEC Group (Los Angeles)
Tom Little Inspections (Clovis)
TYR (Huntington Beach)
Vital Inspections (Anaheim)

RFQ 25-04: Section 9 - Material Testing and Construction Inspection Laboratory Services

Achievement Engineering (Fresno)
BSK Associates (Fresno)
Krazan & Associates, Inc. (Fresno)
RMA GeoScience (Fresno)
Salem Engineering Group (Fresno)
Technicon Engineering Services (Fresno)

RFQ 25-04: Section 10 – Hazardous Materials and Indoor Air Quality Consulting Services

Forensic Analytical Consulting Service (Fresno)
Leon Environmental (Fresno)
Krazan & Associates, Inc. (Fresno)
All Hazard EHS, Inc.
Provost & Prichard Consulting Group(Fresno)
RMA GeoScience (Fresno)
Salem Engineering Group (Fresno)

RFQ 25-04: Section 11- Commissioning Agent Servies

IMEG (Ontario)
JNL Mechanical Design (Fresno)
Lawerence Engineering (Fresno)
Leaf Engineers (Clovis)
Net Positive Consulting Engineers (Fresno)
Veregy Pacific, LLC (Costa Mesa)

RFQ 25-04: Section 12 – Construction Estimating

Anser Advisory part of Accenture (Bakersfield)
CM Solutions (Monrovia)
Cumming Management Group Inc. (Roseville)
GND PE Consulting Engineer (Fresno)
Kitchell CEM, Inc. (Sacramento)
MAAS Companies, Inc.
OCMI, Inc. (Irvine)
Precision Civil Engineering (Fresno)
PRIMEbusiness Construction Consulting, LLC (Davis)
SEC Group (Los Angeles)

RFQ 25-04: Section 13 – Forensic Scheduling

Anser Advisory part of Accenture (Bakersfield)
CM Solutions (Monrovia)
GND PE Consulting Engineer (Fresno)
SEC Group (Los Angeles)
OCMI, Inc. (Irvine)

RFQ 25-04: Section 14 – Construction Project Management Services

Anser Advisory part of Accenture (Bakersfield)
Ardent General Inc. (Fresno)
BMY Construction Group Inc. (Fresno)
Bush Construction Inc. (Hanford)
Safework, Inc. (Anaheim)
CM Solutions (Monrovia)
Cumming Management Group, Inc. (Roseville)
Durham Construction Company Inc. (Clovis)
GCB1, Inc. (Fresno)
GND PE Consulting Engineer (Fresno)
Kitchell CEM, Inc. (Sacramento)
Harris & Associates (Fresno)
MAAS Companies, Inc. (Newport Beach)
Mark Wilson Construction Inc. (Fresno)
Net Positive Consulting Engineers (Fresno)
OCMI, Inc. (Irvine)
Precision Civil Engineering (Fresno)
Quad Knopf, Inc., dba QK (Visalia)
Triton Consulting Group (Fresno)
Seals Construction, Inc. (Visalia)
SEC Group (Los Angeles)

RFQ 25-04: Section 15 – Inspection Services for Non-DSA Maintenance Projects

Atkinson Inspection Services (Fresno)
Colour Concrete (Placerville)
Herman P. Martinez (Fresno)
James Doll (Clovis)
JNL Mechanical Design (Fresno)
JRS Inspections (Fresno)
Krazan & Associates, Inc. (Fresno)
Lee Grant Inspections (Madera)
Precision Civil Engineering (Fresno)
Ryan Garrison (Clovis)
Salem Engineering Group (Fresno)
SEC Group (Los Angeles)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Qualifications 25-25, Musical Instruments Repair and Service

ITEM DESCRIPTION: Included in the Board material is information on Request for Qualifications (RFQ) 25-25, to provide a pool of qualified vendors to perform repair and service of musical instruments. After approval, vendors will be selected on an as needed basis by the Visual and Performing Arts Department to perform services based on expertise, location, offered services and pricing.

The Request for Qualifications notifications were sent to 63 vendors on March 05, 2025, and the district received five responses. Responses were evaluated on each vendor's ability to meet or exceed the requirements set forth in the RFQ. Based on an extensive review of the RFQ Questionnaire by the evaluation committee, including Visual and Performing Arts leaders and teachers, staff recommends the approval of the following five vendors for a three-year contract with two one-year renewal options:

American Music Company, Fresno, California
Gottschalk Music Center, Clovis, California
Harvard House Music, Fresno, California
Patrick's Music, Etc., Fresno, California
The Horn Shop, Fresno, California

FINANCIAL SUMMARY: Sufficient funds are available in the Visual and Performing Arts budget.

PREPARED BY: Bryan Wells, Assistant Superintendent

DIVISION: Instructional Division

CABINET APPROVAL PHONE: (559) 457-3750

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

FRESNO UNIFIED SCHOOL DISTRICT

QUALIFICATION SCORING SUMMARY

RFQ No. 25-25, MUSICAL INSTRUMENTS REPAIR AND SERVICE

Bid Opening Date: April 2, 2025 prior to 2:01 P.M. Buyer: Natalya Tsytsyna

VENDOR	CITY	QUALIFIED
American Music Company	**Fresno**	**YES**
Gottschalk Music Center	**Clovis**	**YES**
Harvard House Music	**Fresno**	**YES**
Patrick's Music Co.	**Fresno**	**YES**
The Horn Shop	**Fresno**	**YES**

Qualification was determined by those vendors who scored the minimum 80% score during the committee's evaluation.
Staff recommends qualifying all vendors whose average score is 80 points or higher.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Award of Request for Qualifications 25-35, Targeted Educational Support Services for Students

ITEM DESCRIPTION: Included in the Board material is information on Request for Qualifications (RFQ) 25-35, to qualify a pool of vendors for Indirect/Direct Student and Family Services and Professional Learning under four categories: Culturally Relevant Academic Services and Supports, Culturally and Academically Enriched Learning Opportunities, Strong Relationships with Families and Community, and Strategic Partnerships to Enhance Culturally Responsive Practices. The success of qualified vendors will be evaluated and measured based on student academic outcomes aligned with the Fresno Unified Board-adopted goals, including early literacy, literacy intervention, college and career readiness, and life skills. Additionally, vendor effectiveness will be measured by their alignment with the Board's adopted guardrails focused on community engagement, equitable access, effective staff, and health and wellness. The qualification term is three (3) years with the option of up to two (2) one- year renewals and will begin July 01, 2025.

The Request for Qualifications was lawfully advertised on February 28, 2025, and March 07, 2025. Qualifications were received on March 21, 2025. Notifications were sent to 714 vendors, and the district received 62 responses. Evaluations of proposals were based on qualifications, insurance and regulatory matters, overall project approach, locality, and pricing. The evaluation panel, comprised of staff from the African American Academic Acceleration (A4) Department and Diversity, Equity, and Inclusion Department, recommend approval of the following vendors:

Category A – Culturally Relevant Academic Services and Supports (32 qualified vendors) Estimated annual cost: $2,000,000

Category B – Culturally and Academically Enriched Learning Opportunities (33 qualified vendors) Estimated annual cost: $300,000

Category C – Strong Relationships with Families and Community (28 qualified vendors) Estimated annual cost: $200,000

Category D – Strategic Partnerships to Enhance Culturally Responsive Practices (28 qualified vendors) Estimated annual cost: $600,000

Approval will allow the department to utilize qualified vendors for services as needed. In future purchase order reports, purchase orders will be presented to the Board for ratification.

FINANCIAL SUMMARY: Sufficient funds in the amount of $3,100,000 are available in the African American Academic Acceleration budget.

PREPARED BY: Lisa Mitchell, Ed.D.

DIVISION: Diversity, Equity, and Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (May 9, 2025 17:13 PDT)

FRESNO UNIFIED SCHOOL DISTRICT LIST OF
QUALIFIED VENDORS
RFQ No. 25-35, Targeted Educational Support Services for Students

RFQ 25-35: CATEGORY A – CULTURALLY RELEVANT ACADEMIC SERVICES AND SUPPORTS

22 Ways Leadership Academy	Clovis, CA
3P Learning, Inc.	New York, NY
Arts Enrichment For All	Fresno, CA
Authorable, Inc.	Clovis, CA
Boys2Men Girls2Women	Fresno, CA
California Association of African American Superintendents and Administrators	Granada Hills, CA
Coast 2 Coast Coaching, Inc. dba Elevo	San Diego, CA
Community Justice Center	Fresno, CA
Directed Analytics Inc.	Baton Rouge, LA
Echo Aquatics LLC	Fresno, CA
Education and Leadership Foundation	Fresno, CA
Every Neighborhood Partnership	Fresno, CA
Family Learning Company	Cambridge, MA
Future Forward, Inc.	Madison, WI
Generation Changers Title I CDC	Fresno, CA
HeyTutor, Inc.	Woodland Hills, CA
HTP Services, LLC DBA My Tutoring Partners	Roseville, CA
Improve Your Tomorrow	Sacramento, CA
Learning Ally Inc.	Princeton, NJ
Middle Tree, Inc.	Claremont, CA
Planting Seeds Academic Solutions	Allen, TX
Plushy Feely Corp dba Kimochis	San Francisco, CA
Public Consulting Group LLC	Boston, MA
Read On Your Own Inc.	Stockton, CA
Reading Heart	Fresno, CA
Restorative Equity Partnership	Marina Del Rey, CA
Ripple Effects, Inc.	Pittsburg, CA
Springboard Collaborative	Philadelphia, PA
The Offseason Academy24, LLC	Fresno, CA
Tutor Me LA LLC	Los Angeles, CA
Winward Academy, Inc.	San Diego, CA
World Savvy	San Francisco, CA

RFQ 25-35: CATEGORY B – CULTURALLY AND ACADEMICALLY ENRICHED LEARNING OPPORTUNITIES

22 Ways Leadership Academy	Clovis, CA
3P Learning, Inc.	New York, NY
AIMS Education Foundation	Fresno, CA
Arts Enrichment For All	Fresno, CA
Authorable, Inc.	Clovis, CA
Bay Area Education Support Systems dba Sylvan Learning	Piedmont, CA
Chalkwild, LLC	Modesto, CA
CSA Events & Entertainment	Reedley, CA
Directed Analytics Inc.	Baton Rouge, LA
Echo Aquatics LLC	Fresno, CA
Elemental Hardware Enrichment	Ventura, CA
Family Learning Company	Cambridge, MA
Gale, a part of Cengage Learning, Inc.	Farmington Hills, MI
HTP Services, LLC DBA My Tutoring Partners	Roseville, CA
Improve Your Tomorrow	Sacramento, CA
Learning Ally Inc.	Princeton, NJ
Marjaree Mason Center, Inc.	Fresno, CA
Middle Tree, Inc.	Claremont, CA
Planting Seeds Academic Solutions	Allen, TX
Plushy Feely Corp dba Kimochis	San Francisco, CA
Reading Heart	Fresno, CA
Reconstruction Inc.	Memphis, TN
Restorative Equity Partnership	Marina Del Rey, CA
Ripple Effects, Inc.	Pittsburg, CA
Springboard Collaborative	Philadelphia, PA
StudentNest, Inc.	Fresno, CA
Study Smart Tutors, Inc.	Weslake Village, CA
The Offseason Academy24, LLC	Fresno, CA
TPR Education, LLC	New York, NY
Tutor Me LA LLC	Los Angeles, CA
Tutored by Teachers	Claymont, DE
Varsity Tutors for Schools LLC	St. Louis, MO
World Savvy	San Francisco, CA

RFQ 25-35: CATEGORY C – STRONG RELATIONSHIPS WITH FAMILIES AND COMMUNITY

22 Ways Leadership Academy	Clovis, CA
AIMS Education Foundation	Fresno, CA
Backstage Health	San Diego, CA
Community Justice Center	Fresno, CA
Echo Aquatics LLC	Fresno, CA
Family Learning Company	Cambridge, MA
Future Forward, Inc.	Madison, WI
Generation Changers Title I CDC	Fresno, CA
Improve Your Tomorrow	Sacramento, CA
Learning Ally Inc.	Princeton, NJ
Marjaree Mason Center, Inc.	Fresno, CA
Paloma Learning, Inc.	Alameda, CA
Partners in School Innovation	Concord, CA
Plushy Feely Corp dba Kimochis	San Francisco, CA
Public Consulting Group LLC	Boston, MA
Reading Heart	Fresno, CA
Restorative Equity Partnership	Marina Del Rey, CA
Study Smart Tutors, Inc.	Weslake Village, CA
Success Together, Inc.	Fresno, CA
The Offseason Academy24, LLC	Fresno, CA
The Thriving Students Collective, Inc.	Lafayette, CA
Thrive Industries Incorporated	Washington, DC
TNTP, Inc.	New York, NY
Varsity Tutors for Schools LLC	St. Louis, MO
West Fresno Family Resource Center	Fresno, CA
WestEd	San Francisco, CA
Winward Academy, Inc.	San Diego, CA
World Savvy	San Francisco, CA

RFQ 25-35: CATEGORY D – STRATEGIC PARTNERSHIPS TO ENCHANCE CULTURALLY RESPONSIVE PRACTICES

22 Ways Leadership Academy	Clovis, CA
AIMS Education Foundation	Fresno, CA
Backstage Health	San Diego, CA
Corwin Press, Inc.	Thousand Oaks, CA
Crescendo Education Group, LLC	Oakland, CA
Directed Analytics Inc.	Baton Rouge, LA
Every Neighborhood Partnership	Fresno, CA
Gale, a part of Cengage Learning, Inc.	Farmington Hills, MI
Generation Changers Title I CDC	Fresno, CA
Partners in School Innovation	Concord, CA
Pelisari, Inc.	Clovis, CA
Planting Seeds Academic Solutions	Allen, TX
Plushy Feely Corp dba Kimochis	San Francisco, CA
Public Consulting Group LLC	Boston, MA
QoreInsights, Inc.	Waxhaw, NC
Reading Heart	Fresno, CA
Reconstruction Inc.	Memphis, TN
Restorative Equity Partnership	Marina Del Rey, CA
Ribbit Learning Company	Scottsdale, AZ
Schoolytics	Washington, DC
Springboard Collaborative	Philadelphia, PA
Study Smart Tutors, Inc.	Weslake Village, CA
Teacher Created Materials, Inc.	Huntington Beach, CA
The Offseason Academy24, LLC	Fresno, CA
The Thriving Students Collective, Inc.	Lafayette, CA
Thrive Industries Incorporated	Washington, DC
WestEd	San Francisco, CA
World Savvy	San Francisco, CA

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: APPROVE

TITLE AND SUBJECT: Approve Rejection of Bid 25-52, Dough Divider-Rounder

ITEM DESCRIPTION: Included in the Board material is information on Bid 25-52, Dough Divider-Rounder to replace a dough divider-rounder at the Nutrition Services Department, including delivery and removal of the current dough-divider machine. The current dough rounder has operated for over 15 years and parts are no longer available to repair the current model.

The request for bids was lawfully advertised on March 21, 2025, and March 26, 2025. Notifications were sent to 80 firms, and the district received two responses. Bids were opened on April 16, 2025. Staff recommend rejecting all bids due to not meeting specifications in the bid documents.

FINANCIAL SUMMARY: Rejecting the bids results in no fiscal impact to the district at this time.

PREPARED BY: Amanda Harvey

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION

BID NO. 25-52, DOUGH DIVIDER-ROUNDER

Bid Opening Date: April 16, 2025 prior to 2:00 P.M. Buyer: Edward Van Patten

CONTRACTOR	CITY	BASE BID	RECOMMENDED AWARD AMOUNT
~~Douglas Food Stores, Inc.~~	~~Fresno~~	~~$39,096.96~~	
~~Technology International, Inc.~~	~~Fresno~~	~~$68,010.00~~	

Low bid determined by price total of Base Bid.

Staff recommends rejecting bids from Douglas Food Stores, Inc. and Technology International, Inc. due to not meeting the bid specifications.

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Agreement with Black Students of California United

ITEM DESCRIPTION: Included in the Board material is a request for the Board to ratify an agreement with Black Students of California United (BSCU) to continue supporting the Bullard High School Social Justice Project, which was initiated during the 2023/24 academic year. The Bullard High School Social Justice Project initiatives began early in the 2024/25 academic year to ensure continuity of learning and build upon the progress made in the prior year. The request to ratify the agreement with BSCU is based on the timeline of the Provident National Corporation (PNC) Foundation Grant disbursement, which occurred in February 2025, with funds becoming available in March 2025. In order for the work to be completed this year, the work had to begin as soon as possible.

The Office of African American Academic Acceleration was awarded a Provident National Corporation (PNC) Foundation Grant, which was used to continue the previous school year's work at Bullard with an opportunity to participate in a Reparations Project with Black Students of California United.

Black Students of California United, in collaboration with Dr. Angela Barfield, Angela Matthews, and classroom teacher JJ Johnstone, facilitated eight seminar sessions. During these sessions, students developed a mission, vision, and core values for the group and engaged in critical discussions on social justice, student voice, and cultural competency. "The Black Reparations Project" textbook served as the primary instructional resource, guiding students through assignments, group chapter presentations, contemporary event analysis, and weekly seminar discussions.

In addition, students participated in a CALEndow Live watch party featuring John Leguizamo’s Fighting for Justice in Work and in Life, which explored themes of equity and advocacy. They also took part in the Legislative Day of Advocacy & Action at the State Capitol, where they engaged in:

- Targeted training on legislative advocacy strategies
- Meet-and-greet sessions with California Black legislators
- Scheduled group meetings with state lawmakers and legislative staff to discuss key policy issues, including health, education, criminal justice, and economic security

FINANCIAL SUMMARY: Sufficient funds in the amount of $25,000 are available in the African American Academic Acceleration budget.

PREPARED BY: Pat Riddlesprigger

DIVISION: Diversity, Equity, and Inclusion

CABINET APPROVAL PHONE: (559) 457-3750

CABINET APPROVAL: Interim Chief Academic Officer, Carlos Castillo, Ed.D. Carlos Castillo (May 9, 2025 17:12 PDT)

The Logic Model – Black Students of California United (BSCU)

Situation	Inputs	Outputs		Outcomes *(Must be Measurable)*		
Problem and Need	**Investments** *(e.g., equipment, funds, product, services, staff)*	**Activities** *What we do*	**Participants** *Who we reach*	**Short-Term** (Learning) *Expect to see*	**Medium-Term** (Change in Behavior or Performance) *Want to see*	**Long-Term** (Change in Condition) *Hope to see*
The problem is . . . and this is needed to remedy it . . .	*If we have these resources in place . . .* (existing resources or new product/services)	*And do these things . . .*	*And reach these individuals . . .*	*We will achieve these changes in knowledge and learning . . .* Include how these outcomes will be monitored and measured.	*Shape these behaviors . . . .* Include how these outcomes will be monitored and measured.	*And ultimately achieve these impacts* Include how these outcomes will be monitored and measured.
The problem to be addressed is the persistent academic disproportionality faced by African American/Black students in education. African American/Black students consistently encounter barriers that hinder their academic and social-emotional success, leading to disparities in outcomes when compared to other student subgroups.	Black Students of California United (BSCU)	Activities will include: • 6-8 Social Justice Work themed based sessions • Culturally relevant activities and civic engagement opportunities. • Develop a deeper understanding of various social justice issues. • Demonstrate an ability to approach situations and conversations with a culturally.	Continuation of Bullard High School Social Justice work, targeting 20-30 students. Focusing on African American/ Black students from BSU, Race & Social Justice Class and Ethnic Studies class.	Ensure full participation and successful revisions of the Reparations project and State Seal of Civic Engagement. Session 3: • Participation and attendance • 50% of Students Reparations Project quality and scope of projects completion • 50% of Students submitted SSCE Application	Achieve full participation and successful revisions of the Reparations project and State Seal of Civic Engagement. Session 6: • Participation and attendance • 75% of Students Reparations Project quality and scope of projects completion • 75% of Students submitted SSCE Application	Achieve full participation and successful revisions of the Reparations project and State Seal of Civic Engagement. Session 8: • Participation and attendance • 100% of Students Reparations Project quality and scope of projects completion • 100% of Students submitted SSCE Application Sessions will provide students with skills to dismantle barriers and ensure they achieve academic excellence and emerge as well-rounded, socially aware individuals ready to lead and uplift their communities.

		• Revision of PowerPoint Presentations • Legislative Day Enrichment Trip • Virtual watch party provided by CalEndow- John Leguizamo				

Bullard High School Social Justice Project
2024 – 2025

Scope of Work

Black Students of California United
PO BOX 28175 – Fresno, CA 93729
(916)794-2728 (BSCU)

The Social Justice Sessions will serve as a transformative educational experience, echoing with FUSD/A4's mission to dismantle barriers and ensure that all students, specifically African American/Black students achieve academic excellence and emerge as well-rounded, socially aware individuals ready to lead and uplift their communities.

PROGRAM LOGISTICS

- Six sessions will be led by Black Students of California United (BSCU), in-person and remote. Meetings will be bi-monthly.
- Discussions will surround a "theme" including, but not limited to: Social Justice; Student Expression; Safe Student Spaces; Cultural Competency; and Identity Matters
- The Black Reparations Project, A Handbook For Racial Justice, Edited by William Darrity, Jr., A. Kirsten Mullen and Lucas Hubbard and published by the University of California, will be referenced. The students will work in groups and have the responsibility of evidencing collaborative learning by presenting each chapter of the assigned book/article.
- Topic-relevant current events will be introduced for analysis and discussion by the BSCU using power point slides, news articles, videos and podcasts.
- Engage in an in-person Legislative experience to enhance awareness of policies and narrative building.

EXPECTED OUTCOMES

- Students will develop a deepened understanding of various social justice issues and demonstrate an ability to approach situations and conversations with a culturally competent perspective.

• There will be a marked increase in student participation in discussions, projects, and activities centered around social justice topics during the seminar and in their respective AASLA, BSU, Advisor, other programs.

• Students will exhibit enhanced critical thinking skills, especially when discussing or confronting issues related to identity, bias, and societal structures.

• The seminar will foster a stronger sense of community among participants, promoting unity, mutual respect, and shared purpose.

• Students will provide positive feedback on the sessions and show evidence of applying their learnings in real-world situations and their academic and personal lives.

1) The Bullard High School Students along with their classroom teacher JJ. Johnstone will develop a deeper understanding of social activism, legislative policy, and civic engagement through collaboration with Black Students of California United (BSCU) and community partners.

2) The Bullard High School Students will participate in field trips and other learning experiences to enhance their culminating projects on reparations and other Social Justice projects.

    - Watch party hosted by California Endowment – "Fighting for Justice in work and in Life" with John Leguizamo (Actor/Activist)
    - Legislative Day in Sacramento, CA (BWOPA)

3) Students will be following recent bills that they researched in order to revise PowerPoints to support their efforts to gain a State Seal for their work.

4) The students from Bullard High School will exhibit critical thinking skills when developing their reasoning for what they recommended to their peers about reparations through power point slide presentations.

EVALUATION METHOD

• Organize small focus group sessions during the seminar sessions. This will support understanding what participants found most beneficial, and areas of potential improvement.

• Track attendance and participation rates for sessions and track active participation to ensure high engagement levels. This will support continued programming by recording student demographics (grade, gender)

DATE OF SERVICE

January 10, 2025 – June 30, 2025

COST

Total coast for all services, including Vendor, Transportation, Curriculum, Materials, Supplies, Program Staff Salaries, and any meals required for learning experiences will not exceed $25,000. Proposed budget template is attached.

Item	Description	Unit Cost	Total
Professional Service	Program development and implementation	$7,000	$7,000
Transportation	For in-person experiences (as needed)	$3,000	$3,000
Curriculum, Materials, Supplies	Required educational supplements and supplies for students. Curriculum development.	$4,000	$4,000
Programming Staff Salaries	BSCU staff for sessions including program development	$8,000	$8,000
Meals	For students during experiences (if needed)	$3,000	$3,000
TOTAL		**$25,000**	**$25,000**

Submitted by BSCU Leadership Team

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: May 28, 2025

ACTION REQUESTED: RATIFY

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

ITEM DESCRIPTION: Included in the Board material is information on Change Orders for the following projects:

Bid 23-02, Edison High School Career Technical Education Building and Interim Housing, Change Order 6 (CTE Building) includes but may not be limited to adding the following: light pole base, underground utility investigation, elevator audio and video system, steel roof supports, chain link fencing, rerouting of utilities, concrete replacement, electrical infrastructure, and 170 days to the contract duration.
Change Order 7 (CTE Building) includes but may not be limited to adding the following: computer lab electrical and low voltage infrastructure, and 40 days to the contract duration.

Original Contract Amount (CTE Building and Interim Housing): $17,811,883

Original Contract Amount (CTE Building): $16,270,000
Change Order(s) previously ratified: $545,877
Change Order 6 presented for ratification: $82,592
Change Order 7 presented for ratification: $410,005
New Contract Amount: $17,308,474

Original Contract Amount (Interim Housing): $1,541,883
Change Order(s) previously ratified: $141,796
Current Contract Amount: $1,683,679

New Contract Amount (CTE Building and Interim Housing): $18,992,153

Bid 24-46, Baird Middle School Sitework and Portable Improvement, Change Order 1 includes but may not be limited to adding the following: earthwork, concrete and aggregate base.
Change Order 2 includes but may not be limited to adding the following: trash enclosure, door glass, demolition, earthwork, concrete, intrusion and fire alarm revisions and roof drain connection to storm drain system.
Change Order 3 includes but may not be limited to adding the following: casework and cabinet locks, foundation vents, low voltage infrastructure, door frame and hardware revisions, landscape and irrigation, building signage, and credit for unused bid allowance.
Change Order 4 includes but may not be limited to adding the following: toilet accessories, fire safe, and utility box relocation.

Original Contract Amount: $1,935,750
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $3,910
Change Order 2 presented for ratification: $121,067
Change Order 3 presented for ratification: $-103,530
Change Order 4 presented for ratification: $5,068
New Contract Amount: $1,962,265

Bid 24-47, Birney Elementary School Sitework and Portable Improvement, Change Order 1 includes but may not be limited to adding the following: earthwork, concrete, painting and asphalt repair.
Change Order 2 includes but may not be limited to adding the following: directional boring, low voltage infrastructure, storm drain, foundation vents, remove and replacement of concrete, fencing and gates, door hardware and glass, handrails, toilet accessories, building signage and credit for unused bid allowance.
Change Order 3 includes but may not be limited to adding the following: chain link gate, fire safe, door frame and hardware and concrete.
Change Order 4 includes but may not be limited to adding the following: casework and cabinet locks, electrical and low voltage infrastructure, monitors, cameras and painting.

Original Contract Amount: $2,777,385
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $60,299
Change Order 2 presented for ratification: $-75,437
Change Order 3 presented for ratification: $57,859
Change Order 4 presented for ratification: $114,544
New Contract Amount: $2,934,650

Bid 24-48, Cooper Middle School Sitework and Portable Improvement, Change Order 1 includes but may not be limited to adding the following: door glass, electrical and low voltage infrastructure, fencing and gates, concrete, and underground utility investigation.
Change Order 2 includes but may not be limited to adding the following: site survey, directional boring, door hardware, building signage and credit for unused bid allowance.
Change Order 3 includes but may not be limited to adding the following: casework and cabinet locks, pole light, toilet accessories, flagpole base, fire rated safe, door frame and hardware.
Change Order 4 includes but may not be limited to adding the following: electrical and low voltage infrastructure, monitors, cameras and concrete curbs.

Original Contract Amount: $2,174,375
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $186,698
Change Order 2 presented for ratification: $-217,259
Change Order 3 presented for ratification: $37,577
Change Order 4 presented for ratification: $86,857
New Contract Amount: $2,268,248

Bid 24-50, Viking Elementary School Sitework and Portable Improvement, Change Order 1 includes but may not be limited to adding the following: drinking fountain, demolition, earthwork, concrete, fencing, sewer relocation and foundation vents.
Change Order 2 includes but may not be limited to adding the following: electrical and low voltage infrastructure, door glass, demolition, concrete, underground utility investigation, fencing and gates, casework and cabinet locks, door hardware, toilet accessories, credit for unused bid allowance, and 2 days to project duration.
Change Order 3 includes but may not be limited to adding the following: fire safe, door frame and hardware, intrusion infrastructure and concrete mow strips.
Change Order 4 includes but may not be limited to adding the following: electrical and low voltage infrastructure, monitors, cameras, relocating drinking fountain, landscape and irrigation, and concrete removal.

Original Contract Amount: $2,025,660
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $21,188
Change Order 2 presented for ratification: $-83,470
Change Order 3 presented for ratification: $16,662
Change Order 4 presented for ratification: $107,459
New Contract Amount: $2,087,499

Bid 24-54, Bullard High School Fencing Improvements, Change Order 4 includes but may not be limited to adding the following: hydro excavation, demolition, earthwork, concrete, credit for unused bid allowance, and 71 days to the contract duration.

Original Contract Amount: $2,034,449
Change Order(s) previously ratified: $83,133
Change Order 4 presented for ratification: $15,634
New Contract Amount: $2,133,216

Bid 24-56, Fresno High School Auxiliary Gym and Site Improvements, Change Order 4 includes but may not be limited to adding the following: underground utility investigation, roof ladder and walk pads, plumbing infrastructure and sink, hose bibs, projector cage, canopy supports, bleacher recording platform and electrical infrastructure.

Original Contract Amount: $11,999,471
Change Order(s) previously ratified: $211,535
Change Order 4 presented for ratification: $90,405
New Contract Amount: $12,304,411

Bid 24-72, McLane High School New Gymnasium, Change Order 3 includes but may not be limited to adding the following: underground utility investigation, reroute of underground water and sewer, termite control and badminton equipment.

Original Contract Amount: $12,547,405
Change Order(s) previously ratified: $17,161
Change Order 3 presented for ratification: $16,492
New Contract Amount: $12,581,058

Bid 24-73, Fresno High School Varsity Baseball and Softball Scoreboards, Change Order 1 includes but may not be limited to adding the following: revise model of scoreboards, reinforce unstable soil to allow for proper drilling of footings, and 143 days to the contract duration.

Original Contract Amount: $273,856
Change Order(s) previously ratified: $0
Change Order 1 presented for ratification: $13,656
New Contract Amount: $287,512

Bid 24-94 Section A, Burroughs Elementary School Playground Replacements, Change Order 2 includes but may not be limited to adding the following: provide site investigation for storm drainage, remove concrete, add sod, irrigation, drywell, and 186 days to the contract duration.

Original Contract Amount: $669,475
Change Order(s) previously ratified: $10,941
Change Order 2 presented for ratification: $30,660
New Contract Amount: $711,076

All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, Division of the State Architect Inspector of Record, project manager) and district management. Final approval for modification to the contract, resulting in a change order, is by the district. Each item in a change order is the result of one of the following: district request; unknown, unforeseen, or hidden condition; designer error/omission; or regulatory requirement. Change order costs are tracked by item and responsibility identified. Change orders can also include credits to the district. A Project Financial Summary is attached to each change order in the backup material.

FINANCIAL SUMMARY: Sufficient funds in the amount of $553,405 are available in the Measure M Fund for Bids 23-02, 24-72, 24-73, and 24-94, $339,492 are available in the Measure M and Elementary and Secondary School Emergency Relief III Federal Fund for Bids 24-46, 24-47, 24-48, and 24-50, $15,634 are available in the Measure X and Community Redevelopment Grant for Bid 24-54, and $90,405 are available in the Measure M and Measure Q Fund for Bid 24-56.

PREPARED BY: Ann Loorz

DIVISION: Operational Services

CABINET APPROVAL PHONE: (559) 457-3134

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

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Edison High School CTE Building
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. : 006

DSA File No. : 10-H8

Application No. : 02-119657

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

DESIGNER'S PROJECT No. : 1860

FUSD BID/CONTRACT No. : 23-02

CONTRACTOR P.O. No. : 0767775B

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

The original Contract Sum was	$ 16,270,000.00
Net change by previously authorized Change Orders	$545,876.85
The Contract Sum prior to this Change Order was	$ 16,815,876.85
The Contract Sum will be adjusted by	$82,592.47
The new Contract Sum, including this Change Order will be	$ 16,898,469.32
The Contract Completion date prior to this Change Order was	11/19/2024
The Contract Time will be adjusted by	170 Calendar Days
The new Contract Completion date, including this Change Order is therefore	05/08/2025

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

Recommended by:

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

By: Antoino Avila AIA

Date: 04/04/2025

Accepted by:

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

By: Stephen Davis

Date: 04/04/2025

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 4/22/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

You are directed to make the following changes in this Contract

Item 6-1

DESCRIPTION OF CHANGE:
Provide Light Pole Footing for the Light Pole being relocated on the West side of the New CTE Building.

REASON FOR CHANGE:
The project documents did not include the necessary footing detail.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
SI 09, OTP 008

Amount of this Change Order Item:	**Increase $**	**4,950.00**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 6-2

DESCRIPTION OF CHANGE:
Investigate and cap an unknown water line that extended into the area being excavated for the new building footprint.

REASON FOR CHANGE:
The water line, uncovered during construction, needed to be removed and capped prior to excavation.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COR 033

Amount of this Change Order Item:	**Increase $**	**4,592.17**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 6-3

DESCRIPTION OF CHANGE:
Provide an emergency audio & video communication system for the elevator.

REASON FOR CHANGE:
Building code requires elevator communication systems to include video as well, instead of just audio.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 050, COR 050

Amount of this Change Order Item:	**Increase $**	**13,789.28**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Fresno Unified School District

CHANGE ORDER

Item 6-4

DESCRIPTION OF CHANGE:
Replace supports for the rooftop Emergency Responder Radio Coverage Antennae with rigid conduit.

REASON FOR CHANGE:
During onsite review, District roofing requested solid supports where the antennae penetrate the roof, instea od the unistrut installed, to reduce the reliance on sealant at the pre-cut holes in the unistrut.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COR 069, OTP 069

Amount of this Change Order Item:	**Increase $**	**3,987.50**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 6-5

DESCRIPTION OF CHANGE:
Provide a concrete pad and chain-link cage at the Reduced Pressure Backflow Preventer new S Walnut Ave.

REASON FOR CHANGE:
The backflow valve is at the edge of campus and the cage will reduce the chance of vandalism and tampering.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 015, OTP 070

Amount of this Change Order Item:	**Increase $**	**26,270.05**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 6-6

DESCRIPTION OF CHANGE:
Adjust point of connection and route of new fire line to connect fire hydrant NE or new CTE Building.

REASON FOR CHANGE:
In the course of construction, existing underground utilities were found to conflict with the new fire line, making it necessary to adjust the route.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI 191, OTP 071

Amount of this Change Order Item:	**Increase $**	**22,079.53**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 6-7

DESCRIPTION OF CHANGE:
Omite new sewer manhole SE of new CTE building.

REASON FOR CHANGE:
The manwhole would conflict with existing underground utilities uncovered during construction. The point of connection can be made without the manhole and other cleanouts are sufficiently spaced for maintenance.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFI 190, COR 072

Amount of this Change Order Item:	**Increase $**	**(3,134.47)**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 6-8

DESCRIPTION OF CHANGE:
Revise location of egress doors at enclosed yards South of CTE Building. Omit portion of concrete walk from egress route.

REASON FOR CHANGE:
District requested the secondary egress door exit through the adjoining yards instead of allowing access to space between CMU wall and adjacent portable buildings.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCD_008, RFP 20

Amount of this Change Order Item:	**Increase $**	**(9,405.67)**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 6-9

DESCRIPTION OF CHANGE:
Replace existing, damaged concrete curb in the fire lane, adjacent to the new curb already included in project.

REASON FOR CHANGE:
The existing curn in the fire lane needed to be replaced and it's economical to replace the the existing damaged curbs at the same time as the adjacent, new curbs already in project.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 075, COR 075

Amount of this Change Order Item:	**Increase $**	**11,136.16**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Fresno Unified School District

CHANGE ORDER

Item 6-10

DESCRIPTION OF CHANGE:
Adjust furred wall at column in SE corner of room 201. Omit fire extinguisher cabinet in that same corner and bracket mount extinguisher on the West wall.

REASON FOR CHANGE:
Plans for future furniture system would have obstructed fire extinguisher and conflicted with furred wall.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
CCD_007, RFP 019

Amount of this Change Order Item:	**Increase $**	**2,056.27**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 6-11

DESCRIPTION OF CHANGE:
Provide (5) exterior power outlets at athletic training yard, outside of rooms 104 and 104A.

REASON FOR CHANGE:
Power outlets are needed in the athletic training yard for treadmills, bikes, and/or other equipment.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFP 21, OTP 077

Amount of this Change Order Item:	**Increase $**	**6,271.65**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

Item 6-12

DESCRIPTION OF CHANGE:
Additional days added to project schedule, consolidated from various project schedule impacts.

REASON FOR CHANGE:
Additional non compensable days added to the contract duration for the following schedule impacts: unknown/unforeseen utility encounters and rework which pushed the earthwork phase into unusually severe

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COR 078

Amount of this Change Order Item:	**Increase $**	**-**
Time adjustment by this Change Order Item:	**Increase**	**170 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**82,592.47**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**170 DAYS**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Edison High School CTE Building Portables*
DSA #: *02-120230 Interim Housing*
DSA #: 02-119657 CTE Building
BID #: 23-02

Date: 04/04/25
Contractor: Davis Moreno Construction
Architect: Darden Architect
Change Order: 06 CTE

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,295,885.00	$ 1,295,885.00
Base Bid:	$ 16,270,000.00	$ 16,270,000.00
Additive Alternate 1:	$ 156,520.00	$ 156,520.00
Additive Alternate 2:	$ 82,802.00	$ 82,802.00
Additive Alternate B-1:	$ 6,676.00	$ 6,676.00
Additive Alternate 4:		$ -
Total Agreement Amount:		**$ 17,811,883.00**

Contract Adjustments:

Total Contract Amount $ 17,811,883.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
Interim Housing CO 01	$ -		$ -		$ 12,485.40		$ -		$ -		$ 12,485.40		
CTE Building CO 01	$ -		$ -		$ -		$ 3,602.50		$ -		$ 3,602.50		
Interim Housing CO 02	$ 27,041.18		$ -		$ -		$ -		$ -		$ 27,041.18		
Interim Housing CO 03	$ 16,335.98		$ -		$ -		$ 66,640.18		$ -		$ 82,976.16		
CTE Building CO 2	$ 14,279.95		$ -		$ 14,711.25		$ 2,547.41		$ -		$ 31,538.61		
Interim Housing CO 04	$ 16,169.11		$ -		$ -		$ 2,404.16		$ 719.40		$ 19,292.67		
CTE Building CO 03	$ 6,818.45		$ -		$ 105,141.58		$ -		$ -		$ 111,960.03		
CTE Building CO 04	$ 205,682.71		$ 30,365.86		$ -		$ 9,431.40		$ -		$ 245,479.97		
CTE Building CO 05	$ 26,043.04		$ 78,206.90		$ -		$ 49,045.80		$ -		$ 153,295.74		
CTE Building CO 06	$ 40,315.96		$ -		$ 23,537.23		$ 18,739.28		$ -		$ 82,592.47		
	$ -		$ -		$ -		$ -		$ -		$ -		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ 352,686.38**	1.98%	**$ 108,572.76**	0.61%	**$ 155,875.46**	0.88%	**$ 152,410.73**	0.86%	**$ 719.40**	0%	**$ 770,264.73**	**$ 770,264.73**	4.3%
Total Contract Amount with Adjustments												**$ 18,582,147.73**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Edison High School CTE Building
2309 Tulare St.
Fresno, CA 93721

CHANGE ORDER No. :	**007**
DSA File No. :	10-H8
Application No. :	02-119657

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

DESIGNER'S PROJECT No. :	1860
FUSD BID/CONTRACT No. :	23-02
CONTRACTOR P.O. No. :	0767775B

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

The original Contract Sum was	$	16,270,000.00
Net change by previously authorized Change Orders		$628,469.32
The Contract Sum prior to this Change Order was	$	16,898,469.32
The Contract Sum will be adjusted by		$410,004.53
The new Contract Sum, including this Change Order will be	$	17,308,473.85
The Contract Completion date prior to this Change Order was		5/8/2025
The Contract Time will be adjusted by		40 Calendar Days
The new Contract Completion date, including this Change Order is therefore		06/17/2025

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

Recommended by:

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

By: Antoino Avila AIA

Date: 04/04/2025

Accepted by:

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

By: Stephen Davis

Date: 04/07/2025

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 4/22/25

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 7-1

DESCRIPTION OF CHANGE:
Provide the required power and data infrastructure in the computer labs.

REASON FOR CHANGE:
The project documents did not include the required electrical and low voltage infrastructure to support the computer lab requirements. This includes but is not limited to providing dedicated data and electrical to each computer lab desk and monitor controls.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
RFP 18-1, OTP 074

Amount of this Change Order Item:	**Increase**	**$ 410,004.53**
Time adjustment by this Change Order Item:	**Increase**	**40 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 410,004.53**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**40 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Edison High School CTE Building Portables*
DSA #: *02-120230 Interim Housing*
DSA #: 02-119657 CTE Building
BID #: 23-02

Date: 04/04/25
Contractor: Davis Moreno — Construction
Architect: Darden Architect
Change Order: 07 — CTE

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,295,885.00	$ 1,295,885.00
Base Bid:	$ 16,270,000.00	$ 16,270,000.00
Additive Alternate 1:	$ 156,520.00	$ 156,520.00
Additive Alternate 2:	$ 82,802.00	$ 82,802.00
Additive Alternate B-1:	$ 6,676.00	$ 6,676.00
Additive Alternate 4:		$ -
Total Agreement Amount:		**$ 17,811,883.00**

Contract Adjustments:

Total Contract Amount $ 17,811,883.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
Interim Housing CO 01	$ -		$ -		$ 12,485.40		$ -		$ -		$ 12,485.40		
CTE Building CO 01	$ -		$ -		$ -		$ 3,602.50		$ -		$ 3,602.50		
Interim Housing CO 02	$ 27,041.18		$ -		$ -		$ -		$ -		$ 27,041.18		
Interim Housing CO 03	$ 16,335.98		$ -		$ -		$ 66,640.18		$ -		$ 82,976.16		
CTE Building CO 2	$ 14,279.95		$ -		$ 14,711.25		$ 2,547.41		$ -		$ 31,538.61		
Interim Housing CO 04	$ 16,169.11		$ -		$ -		$ 2,404.16		$ 719.40		$ 19,292.67		
CTE Building CO 03	$ 6,818.45		$ -		$ 105,141.58		$ -		$ -		$ 111,960.03		
CTE Building CO 04	$ 205,682.71		$ 30,365.86		$ -		$ 9,431.40		$ -		$ 245,479.97		
CTE Building CO 05	$ 26,043.04		$ 78,206.90		$ -		$ 49,045.80		$ -		$ 153,295.74		
CTE Building CO 06	$ 40,315.96		$ -		$ 23,537.23		$ 18,739.28		$ -		$ 82,592.47		
CTE Building CO 07	$ -		$ -		$ -		$ 410,004.53		$ -		$ 410,004.53		
	$ -		$ -		$ -		$ -		$ -		$ -		
Totals:	**$ 352,686.38**	1.98%	**$ 108,572.76**	0.61%	**$ 155,875.46**	0.88%	**$ 562,415.26**	3.16%	**$ 719.40**	0%	**$ 1,180,269.26**	**$ 1,180,269.26**	6.6%
Total Contract Amount with Adjustments												**$ 18,992,152.26**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Baird Middle School Sitework and Portable Improvement
Baird Middle School

CHANGE ORDER No. :	001
DSA File No. :	10-48
Application No. :	02-121720

CONTRACTOR :
BDM INC.
240 North 12Th Ave., Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5597.1
FUSD BID/CONTRACT No. :	24-46
CONTRACTOR P.O. No. :	805620

RECEIVED
APR 16

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

The original Contract Sum was	$	1,935,750.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	1,935,750.00
The Contract Sum will be adjusted by	$	3,909.51
The new Contract Sum, including this Change Order will be	$	1,939,659.51
The Contract Completion date prior to this Change Order was		8/1/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/1/2024

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:***
Integrated Designs 6011 N. Fresno, Suite 130 Fresno, CA 93710	**BDM INC.** 240 North 12th Ave., Hanford, CA 93230	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Lyle Bolte	By: Alex Belanger | Chief Executive
Date: 11-07-24	Date: 4/8/2025	Date: 4/10/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Lower the elevation of the rat slab under the building to maintain adequate crawl space.

REASON FOR CHANGE:
The project documents did not allow adequate space under the building for maintenance access. It was necessary to increase the depth of the crawl space to allow for long term maintenance.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #01
PCO #02.1

Amount of this Change Order Item:	$ 3,909.51	**Increase**	**$ 3,909.51**
Time adjustment by this Change Order Item:		**Increase**	**0 Days**

Item 1-2

DESCRIPTION OF CHANGE:
The contractor is to remove unsuitable material, prep the native material, and provide new aggregate base in drop off West of the existing classrooms. Unforeseen allowance to be utilized for the total cost of $20,119.88.

REASON FOR CHANGE:
Unknown, unsuitable soils were discovered in the drop off ara during construction.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP # 10
PCO #3.1

Amount of this Change Order Item:	$ -	**Decrease**	**$ -**
Time adjustment by this Change Order Item:		**Increase**	**0 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 3,909.51**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Baird Middle School Sitework and Portable Improvement*
DSA #: *02-121720*
BID #: 24-46

Date: **11/07/24**
Contractor: **BDM Inc.** **Construction**
Architect: **SOMAM**
Change Order: **01**

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,199,975.00	$ 1,199,975.00
Add Alt 1 Parking Lot & Fencing Improvements:	$ 485,775.00	$ 485,775.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 1,935,750.00**

Contract Adjustments:

Total Contract Amount $ 1,935,750.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**		
CO 01	$ -	$ -	$ -	$ *3,909.51*	$ -	$ *3,909.51*		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
Totals:	**$ -** 0.00%	**$ -** 0.00%	**$ -** 0.00%	**$ 3,909.51** 0.20%	**$ -** 0%	**$ 3,909.51**	**$ 3,909.51**	0.2%
Total Contract Amount with Adjustments							**$ 1,939,659.51**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**	
CO 01	$ -	$ -	$ *20,119.88*	$ -	$ -	$ *20,119.88*	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
						$ 20,119.88	**$ 20,119.88**
Total Allowance Remaining							**$ 229,880.12**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Baird Middle School Sitework and Portable Improvement
5500 North Maroa Avenue
Fresno CA 93704

CHANGE ORDER No. :	002
DSA File No. :	10-48
Application No. :	02-121720

CONTRACTOR :
BDM INC.
240 North 12Th Ave., Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5597.1
FUSD BID/CONTRACT No. :	24-46
CONTRACTOR P.O. No. :	805620

RECEIVED
APR 16 2025

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

The original Contract Sum was	$	1,935,750.00
Net change by previously authorized Change Orders	$	3,909.51
The Contract Sum prior to this Change Order was	$	1,939,659.51
The Contract Sum will be adjusted by	$	121,067.28
The new Contract Sum, including this Change Order will be	$	2,060,726.79
The Contract Completion date prior to this Change Order was		8/1/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/1/2024

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:*
Integrated Designs	BDM INC.	Fresno Unified School District
6011 N. Fresno, Suite 130	240 North 12th Ave.,	4600 N. Brawley
Fresno, CA 93710	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	*CONTRACTOR:*	*OWNER:*
By: Curtis Flynn	By: Lyle Bolte	By: Alex Belanger | Chief Executive
Date: 12-02-24	Date: 4/8/2025	Date: 4/17/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 1-1 **DESCRIPTION OF CHANGE:**
Provide a new Trash Enclosure to the South Parking lot to accommodate 3 trash bins.

REASON FOR CHANGE:
The New Administration Building displaced the original area that was used for trash container storage.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #03

Amount of this Change Order Item:	**Increase $**	**74,307.92**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2 **DESCRIPTION OF CHANGE:**
Provide new door lites (glass vision panels)in all doors with the exception of the restroom doors.

REASON FOR CHANGE:
The project documents did not include the District standard door lites for student and staff safety.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #14
RFQ #6R3

Amount of this Change Order Item:	**Increase $**	**5,303.10**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-3 **DESCRIPTION OF CHANGE:**
Furnish all labor and materials to demo, grade and re-pour concrete walks West of the new administration building.

REASON FOR CHANGE:
The project document elevations did not match the existing concrete elevations, reconfiguration is required to maintain ADA compliance.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #12
RFI #11R

Amount of this Change Order Item:	**Increase $**	**21,712.24**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-4 **DESCRIPTION OF CHANGE:**
Furnish all labor, materials and equipment as required to dig footing and install gate track embedded in concrete.

REASON FOR CHANGE:
Footing for gate track not included in contract documents.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #13
RFI #14

Amount of this Change Order Item:	**Increase $**	**1,074.48**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-5 **DESCRIPTION OF CHANGE:**
Remove the existing light fixture in front of the Administration Building and provide underground electrical splice box.

REASON FOR CHANGE:
The project documents did not show the existing light that's impeding the mow strip and new security fencing.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #7
RFQ #7

Amount of this Change Order Item:	**Increase $**	**10,457.62**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-6 **DESCRIPTION OF CHANGE:**
Reroute roof drains from the new building to tie into the existing underground storm drain system and revised existing ADA parking stalls from asphalt to concrete. Add intrusion alarm and fire alarm cabinet below IDF in the new building and fire alarm.

REASON FOR CHANGE:
The project documents did not include the FUSD required intrusion alarm and fire alarm cabinet, did not include concrete accessible parking stall and showed the roof drains flowing across new concrete. It was necessary to tie the roof drains directly into the underground storm drain system, modify the ADA parking stall to concrete, and provide the intrusion and fire alarm cabinet.

CHANGE CATEGORY:
Designer E & O.

Fresno Unified School District

CHANGE ORDER

DOCUMENT REFERENCE:
OTP #11
RFQ #1

Amount of this Change Order Item:	**Increase**	**$ 8,211.92**
Time adjustment by this Change Order Item:	**Increase**	**0 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 121,067.28**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Baird Middle School Sitework and Portable Improvement*
DSA #: *02-121720*
BID #: 24-46

Date: **12/02/25**
Contractor: **BDM Inc.** **Construction**
Architect: **SOMAM**
Change Order: **02**

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,199,975.00	$ 1,199,975.00
Add Alt 1 Parking Lot & Fencing Improvements:	$ 485,775.00	$ 485,775.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 1,935,750.00**

Contract Adjustments:

Total Contract Amount $ 1,935,750.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**		
CO 01	$ -	$ -	$ -	$ *3,909.51*	$ -	$ *3,909.51*		
CO 02	$ -	$ -	$ -	$ *121,067.28*	$ -	$ *121,067.28*		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
Totals:	**$ -** 0.00%	**$ -** 0.00%	**$ -** 0.00%	**$ 124,976.79** 6.46%	**$ -** 0%	**$ 124,976.79**	**$ 124,976.79**	6.5%
Total Contract Amount with Adjustments							**$ 2,060,726.79**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**		
CO 01	$ -	$ -	$ *20,119.88*	$ -	$ -	$ *20,119.88*		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
						$ 20,119.88	**$ 20,119.88**	8.0%
Total Allowance Remaining							**$ 229,880.12**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Baird Middle School Sitework and Portable Improvement
5500 North Maroa Avenue
Fresno, CA 93704

CHANGE ORDER No. :	003
DSA File No. :	10-48
Application No. :	02-121720

CONTRACTOR :
BDM INC.
240 North 12Th Ave., Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5597.1
FUSD BID/CONTRACT No. :	24-46
CONTRACTOR P.O. No. :	805620

RECEIVED
APR 16 2025

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

The original Contract Sum was	$	1,935,750.00
Net change by previously authorized Change Orders	$	124,976.79
The Contract Sum prior to this Change Order was	$	2,060,726.79
The Contract Sum will be adjusted by	$	(103,529.50)
The new Contract Sum, including this Change Order will be	$	1,957,197.29
The Contract Completion date prior to this Change Order was		8/1/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/1/2024

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:*
Integrated Designs 6011 N. Fresno, Suite 130 Fresno, CA 93710	BDM INC. 240 North 12th Ave., Hanford, CA 93230	Fresno Unified School District 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	*CONTRACTOR:*	*OWNER:*
By: Curtis Flynn	By: Lyle Bolte	By: Alex Belanger / Chief Executive
Date: 03-05-25	Date: 4/8/2025	Date: 4/17/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:
Fabricate and install upper casework in Nurse's office. Furnish and install locks for all casework cabinets and drawers.

REASON FOR CHANGE:
The Nurse's Office required additional storage as well as locks for all cabinets and drawers in the building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #02
RFQ #08

Amount of this Change Order Item:	**Increase $**	**11,044.88**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-2

DESCRIPTION OF CHANGE:
The Contractor is to demolish and replace the vent wells required for the modular building.

REASON FOR CHANGE:
The vent wells needed to be removed to accommodate setting the modular building on its foundation, then were repoured in the same location.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #06
RFI #09

Amount of this Change Order Item:	**Increase $**	**5,127.98**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-3

DESCRIPTION OF CHANGE:
Add fire alarm, intrusion alarm, security cameras, and electrical pathways to the project.

REASON FOR CHANGE:
The project documents did not include the FUSD required security and fire alarm system.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #15
RFQ #02

Amount of this Change Order Item:	**Increase $**	**8,128.07**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 3-4

DESCRIPTION OF CHANGE:
Install electronic locks and pathways for the doors in the vestibule in the new administration building.

REASON FOR CHANGE:
The project documents did not include the FUSD standard for single point of entry in the administration building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 16
SI #03

Amount of this Change Order Item:	**Increase**	**$**	**6,809.56**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 3-5

DESCRIPTION OF CHANGE:
Remove existing landscape Southeast of the New Admin Building and relocate the existing monument and bench. Provide new landscape and fence to accommodate the relocation of the monument and preserve the existing tea pot.

REASON FOR CHANGE:
The Project documents did not preserve the existing monument and tea pot.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #17
RFQ #12

Amount of this Change Order Item:	**Increase**	**$**	**29,167.05**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 3-6

DESCRIPTION OF CHANGE:
Furnish exterior building lettering to read, "ADMINISTRATION", above the public entrance door.

REASON FOR CHANGE:
Project documents did not the necessary building signage.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #18
RFQ #14

Amount of this Change Order Item:	**Increase**	**$**	**2,392.09**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 3-7

DESCRIPTION OF CHANGE:
Mobilization cost for additional site meeting for water shut down at school site to make final water connection for the new building.

REASON FOR CHANGE:
An additional mobilization was required for coordination for a site water line shutdown.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #19
PCO #18.01

Amount of this Change Order Item:	**Increase $**	**2,532.87**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-8

DESCRIPTION OF CHANGE:
Modify, add and install fire alarm voice evacuation equipment.

REASON FOR CHANGE:
The project documents did not include the necessary equipment for a full and complete Fire Alarm Control voice-evacuation system.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 20
RFI #20

Amount of this Change Order Item:	**Increase $**	**6,379.36**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-9

DESCRIPTION OF CHANGE:
Credit the unused Owner's bid allowance for the unknown/unforseen underground utility encounters.

REASON FOR CHANGE:
Credit the remaining Owner's bid allowance amount to the contract.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI #04

Amount of this Change Order Item:	**Decrease $**	**(229,880.12)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 3-10

DESCRIPTION OF CHANGE:
Add fire alarm, intusion alarm, security cameras, and electrical pathways to the project.

REASON FOR CHANGE:
The project documents did not include the pathways and infrastructure required for the fire alarm, intrusion alarm and security cameras.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #23
RFQ #02

Amount of this Change Order Item:	Increase	$	50,637.71
Time adjustment by this Change Order Item:	Increase		0 Days

Item 3-11

DESCRIPTION OF CHANGE:
Revise the concrete footing for the flagpole and enlarge the footing to meet the required specifications.

REASON FOR CHANGE:
The project documents showed the incorrect detail for the size of the flagpole shown in the plans.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #25
CCD #06.01

Amount of this Change Order Item:	Increase	$	1,990.45
Time adjustment by this Change Order Item:	Increase		0 Days

Item 3-12

DESCRIPTION OF CHANGE:
Modify the door frame in the new portable building to allow for an electronic latch.

REASON FOR CHANGE:
The frame supplied by the building manufacturer was not equipped to accept the electronic latch at the nurse suite.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #26
RFQ #17

Amount of this Change Order Item:	Increase	$	2,140.60
Time adjustment by this Change Order Item:	Increase		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$**	**(103,529.50)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:			

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Baird Middle School Sitework and Portable Improvement*
DSA #: *02-121720*
BID #: 24-46

Date: 03/05/25
Contractor: BDM Inc. **Construction**
Architect: SOMAM
Change Order: 03

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,199,975.00	$ 1,199,975.00
Add Alt 1 Parking Lot & Fencing Improvements:	$ 485,775.00	$ 485,775.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 1,935,750.00**

Contract Adjustments:

Total Contract Amount $ 1,935,750.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**		
CO 01	$ -	$ -	$ -	$ *3,909.51*	$ -	$ *3,909.51*		
CO 02	$ -	$ -	$ -	$ *121,067.28*	$ -	$ *121,067.28*		
CO 03	$ *(227,347.25)*	$ -	$ -	$ *123,817.75*	$ -	$ *(103,529.50)*		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
Totals:	**$ (227,347.25)** -12%	**$ -** 0.00%	**$ -** 0.00%	**$ 248,794.54** 12.85%	**$ -** 0%	**$ 21,447.29**	**$ 21,447.29**	1.1%
Total Contract Amount with Adjustments							**$ 1,957,197.29**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**		
CO 01	$ -	$ -	$ *20,119.88*	$ -	$ -	$ *20,119.88*		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
						$ 20,119.88	**$ 20,119.88**	8.0%
Total Allowance Remaining							**$ 229,880.12**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Baird MS
5500 North Maroa Avenue
Fresno, CA 93704

CHANGE ORDER No. :	004
DSA File No. :	10-48
Application No. :	02-121720

CONTRACTOR :
BDM Inc.
240 North 12th Avenue Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5598.1
FUSD BID/CONTRACT No. :	24-46
CONTRACTOR P.O. No. :	805620

RECEIVED APP. 16

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

The original Contract Sum was	$	1,935,750.00
Net change by previously authorized Change Orders	$	21,447.29
The Contract Sum prior to this Change Order was	$	1,957,197.29
The Contract Sum will be adjusted by	$	5,067.66
The new Contract Sum, including this Change Order will be	$	1,962,264.95
The Contract Completion date prior to this Change Order was		8/1/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/1/2024

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:***
Integrated Designs	BDM Inc.	**Fresno Unified School District**
6011 N. Fresno St. #130	240 North 12th Avenue Box306	4600 N Brawley
Fresno, CA 93710	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Lyle Bolte	By: Alex Belanger | Asst. Sup.
Date: 04-01-25	Date: 4/8/2025	Date: 4/17/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 4-1

DESCRIPTION OF CHANGE:
Provide toilet accessories in the restrooms of the new modular building.

REASON FOR CHANGE:
The project documents did not include toilet accessories in the new building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #22
RFQ #11

Amount of this Change Order Item:	**Increase $**	**1,647.81**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-2

DESCRIPTION OF CHANGE:
Provide 2- hour fire safe for the Administration Building

REASON FOR CHANGE:
The fire rated safe was necessary for the Administration staff.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #24.01
RFQ #10

Amount of this Change Order Item:	**Increase $**	**2,943.11**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-3

DESCRIPTION OF CHANGE:
Raise existing electrical box adjacent to new fencing and incorporate the fence mow strip around box.

REASON FOR CHANGE:
It was necessary to raise the electrical box to allow a tie in to the new fencing mow strip.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 27
RFI #30

Amount of this Change Order Item:	**Increase $**	**476.74**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**5,067.66**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Baird Middle School Sitework and Portable Improvement*
DSA #: *02-121720*
BID #: 24-46

Date: 04/01/25
Contractor: BDM Inc. **Construction**
Architect: SOMAM
Change Order: 04

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,199,975.00	$ 1,199,975.00
Add Alt 1 Parking Lot & Fencing Improvements:	$ 485,775.00	$ 485,775.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 1,935,750.00**

Contract Adjustments:

Total Contract Amount $ 1,935,750.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**		
CO 01	$ -	$ -	$ -	$ *3,909.51*	$ -	$ *3,909.51*		
CO 02	$ -	$ -	$ -	$ *121,067.28*	$ -	$ *121,067.28*		
CO 03	$ *(227,347.25)*	$ -	$ -	$ *123,817.75*	$ -	$ *(103,529.50)*		
CO 04	$ -	$ -	$ -	$ *5,067.66*	$ -	$ *5,067.66*		
	$ -	$ -	$ -	$ -	$ -	$ -		
Totals:	**$ (227,347.25)** -12%	**$ -** 0.00%	**$ -** 0.00%	**$ 253,862.20** 13.11%	**$ -** 0%	**$ 26,514.95**	**$ 26,514.95**	1.4%
Total Contract Amount with Adjustments							**$ 1,962,264.95**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**		
CO 01	$ -	$ -	$ *20,119.88*	$ -	$ -	$ *20,119.88*		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
						$ 20,119.88	**$ 20,119.88**	8.0%
Total Allowance Remaining							**$ 229,880.12**	

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Birney Elementary School
3034 East Cornell Avenue
Fresno, CA 93703

CHANGE ORDER No. :	001
DSA File No. :	10-48
Application No. :	02-121721

CONTRACTOR :
BDM, Inc
240 North 12th Avenue
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5598.1
FUSD BID/CONTRACT No. :	24-47
CONTRACTOR P.O. No. :	805621

RECEIVED
APR 16 2025

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

The original Contract Sum was	$	2,777,385.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	2,777,385.00
The Contract Sum will be adjusted by	$	60,299.36
The new Contract Sum, including this Change Order will be	$	2,837,684.36
The Contract Completion date prior to this Change Order was		9/1/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		9/1/2024

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:

Integrated Designs 6011 N. Fresno, Suite 130Fresno, CA 93710
ARCHITECT/ENGINEER:

By: Curtis Flynn
Date: 11-07-24

Accepted by:

BDM INC
240 North 12th Avenue Hanford, CA 93230
CONTRACTOR:

By: Lyle Bolte
Date: 4/8/2025

Authorized by:

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

By: Alex Belanger | Chief Executive
Date: 4/19/2025

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Provide additional soil for new sidewalks West of the New Playground. Replace an existing sidewalk West of the New Playground.

REASON FOR CHANGE:
The existing sidewalks were not in compliance with the current code, and adjustment of new sidewalk was required to meet ADA.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #06
PCO #11

Amount of this Change Order Item:	**Increase $**	**9,425.90**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
The contractor is to paint the exterior of the two existing modular classrooms that are being relocated.

REASON FOR CHANGE:
It was determined that the two existing classrooms needed repainting after relocation.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #07
PCO #13

Amount of this Change Order Item:	**Increase $**	**21,039.70**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3

DESCRIPTION OF CHANGE:
Fill the asphalt cracks in preparation for the seal coat in the Northeast Parking Lot.

REASON FOR CHANGE:
Project documents did not call to seal the cracks before the seal coat.
Filling the cracks will give a better and longer lasting parking lot.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #02
PCO #1.1

Amount of this Change Order Item:	**Increase $**	**20,935.42**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-4

DESCRIPTION OF CHANGE:
Furnish all labor, material, and equipment to remove soil to increase the depth of crawl space under the building.

REASON FOR CHANGE:
Civil grades did not provide adequate depth for maintenace access. The project documents did not allow adequate depth below the building for long term maintenance. It was necessary to increase the depth of the crawl space for better long term maintenance.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #12
PCO #10.1

Amount of this Change Order Item:	**Increase $**	**8,898.34**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**60,299.36**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Birney Elementary School Sitework and Portable Improvement*
DSA #: *02-121721*
BID #: 24-47

Date: **11/07/24**
Contractor: **BDM Inc.** **Construction**
Architect: **SOMAM**
Change Order: **01**

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,492,750.00	$ 1,492,750.00
Add Alt 1 New Visitor Parking Lot:	$ 337,785.00	$ 337,785.00
Add Alt 2 New Early Learning Play Area:	$ 527,875.00	$ 527,875.00
Add Alt 3 Reconfigure Existing Parking Lot:	$ 168,975.00	$ 168,975.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,777,385.00**

Contract Adjustments:

Total Contract Amount $ 2,777,385.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO 01	$ -		$ -		$ -		$ *60,299.36*		$ -		$ *60,299.36*			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0%	**$ -**	0%	**$ -**	0%	**$ 60,299.36**	2%	**$ -**	0%	**$ 60,299.36**		**$ 60,299.36**	2%

Total Contract Amount with Adjustments **$ 2,837,684.36**

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
						$ -	**$ -**

Total Allowance Remaining **$ 250,000.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Birney ES
3034 East Conell Avenue
Fresno, CA 93703

CHANGE ORDER No. :	002
DSA File No. :	10-48
Application No. :	02-121721

CONTRACTOR :
BDM Inc.
240 North 12th Avenue Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5598.1
FUSD BID/CONTRACT No. :	24-47
CONTRACTOR P.O. No. :	805621

RECEIVED
APR 16 2025
BY:

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

The original Contract Sum was	$	2,777,385.00
Net change by previously authorized Change Orders	$	60,299.36
The Contract Sum prior to this Change Order was	$	2,837,684.36
The Contract Sum will be adjusted by	$	(75,437.08)
The new Contract Sum, including this Change Order will be	$	2,762,247.28
The Contract Completion date prior to this Change Order was		**9/1/2024**
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		**9/1/2024**

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:***
Integrated Designs	BDM Inc.	**Fresno Unified School District**
6011 N. Fresno St. #130	240 North 12th Avenue Box306	4600 N. Brawley
Fresno, CA 93710	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Lyle Bolte	By: Alex Belanger | Asst. Sup.
Date: 02-10-25	Date: 4/8/2025	Date: 4/12/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:
Direct bore, in lieu of trenching, for the electrical service and low voltage to the new 40x60 admin building.

REASON FOR CHANGE:
In the course of construction, it was necessary to bore in lieu of trenching to avoid existing undergrouund utilities .

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 03
PCO 02.02

Amount of this Change Order Item: **Increase $ 30,159.80**
Time adjustment by this Change Order Item: **Increase** 0 Days

Item 2-2

DESCRIPTION OF CHANGE:
Provide and install the FUSD standard security, Public Address, Data and phone system infrastructure in the two relocated classrooms.

REASON FOR CHANGE:
The low voltage infrastructure was not included in the contract documents.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #04
PCO #03

Amount of this Change Order Item: **Increase $ 19,079.35**
Time adjustment by this Change Order Item: **Increase** 0 Days

Item 2-3

DESCRIPTION OF CHANGE:
Add 4" storm drain piping inlets to drywells across west of the playgound. 6,526.00 has been taken out of the allowance.

REASON FOR CHANGE:
Connecting the storm drain to the drywells will prevent puddling of excess water.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #08
RFQ #01

Amount of this Change Order Item: **Increase $ -**
Time adjustment by this Change Order Item: **Increase** 0 Days

Item 2-4

DESCRIPTION OF CHANGE:
Remove the vents to allow the modular building to be placed, then reinstall the vents once the building has been set.

REASON FOR CHANGE:
The project documents showed the vents being placed in the concrete but that interfered with the placement of the modular building and requred them to be removed and reinstalled after it was set.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 09
RFI #09

Amount of this Change Order Item: **Increase $ 11,579.16**
Time adjustment by this Change Order Item: **Increase** 0 Days

Item 2-5

DESCRIPTION OF CHANGE:
Delete the fence, mowstrip, and gate between the administration building and the playground. Move existing drive approach to the East. Add concrete flatwork, fence, and gate for containers. Furnish stand alone drinking fountain, water, and sewer in the new playground.

REASON FOR CHANGE:
The existing walkway did not provide adequate pathways for student access. Drive approach was moved to allow for improved traffic flow in the new parking lot. Campus contatiners were relocated and needed a solid surface to be planed on. Drinking fountain was installed near playground to meet District standards.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #13
RFQ #6

Amount of this Change Order Item: **Increase $ 64,907.39**
Time adjustment by this Change Order Item: **Increase** 0 Days

Item 2-6

DESCRIPTION OF CHANGE:
Furnish all labor, material, and equipment as required to dig footing and install gate track embedded in concrete.

REASON FOR CHANGE:
The footing for the gate track not included in contract documents.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 14
RFI #22

Amount of this Change Order Item: **Increase $ 1,074.48**
Time adjustment by this Change Order Item: **Increase** 0 Days

Item 2-7

DESCRIPTION OF CHANGE:
Remove abandoned concrete box to connect new building water to campus water. Unforeseen allowance to be utilized for the total cost of $2,039.70

REASON FOR CHANGE:
An existing abandoned concrete utility box was in conflict with the new domestic water connection point. It was necessary to remove the box.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #15
PCO #17

Amount of this Change Order Item:	**Increase $**	-
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-8

DESCRIPTION OF CHANGE:
Provide new door lites (glass vision panels) in all doors with the exception of the restroom doors.

REASON FOR CHANGE:
The project documents did not include the District standard door lites for student and staff safety.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #17
RFQ #4R3

Amount of this Change Order Item:	**Increase $**	**5,303.10**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-9

DESCRIPTION OF CHANGE:
Remove and replace existing concrete ramp and walkway at Nurses office.

REASON FOR CHANGE:
The existing ramp was removed for new underground electrical connections.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #18
RFQ #08

Amount of this Change Order Item:	**Increase $**	**11,054.56**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-10

DESCRIPTION OF CHANGE:
Add Handrails to New Ramp at East side of new administration building.

REASON FOR CHANGE:
The project documents did not include adding handrails to the existing ramp. Handrails area necessary to be ADA compliant.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #19
RFQ #08

Amount of this Change Order Item:	**Increase $**	**3,323.63**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-11

DESCRIPTION OF CHANGE:
Install electronic locks and pathways for the doors in the Vestibule in the new Administration Bldg.

REASON FOR CHANGE:
The project documents din not include the FUSD standard for single point of entry in the Administration Bldg.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #20
SI #05

Amount of this Change Order Item:	**Increase $**	**6,753.65**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-12

DESCRIPTION OF CHANGE:
Furnish exterior building lettering to read, "Administration", above the public entrance door.

REASON FOR CHANGE:
The project documents did not include the necessary building signage.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #21
RFQ #11

Amount of this Change Order Item:	**Increase $**	**2,395.39**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-13

DESCRIPTION OF CHANGE:
Install toilet accessories in the restrooms of the new modular building.

REASON FOR CHANGE:
The project documents did not include new toilet accessories in the new building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #23
RFQ #12

Amount of this Change Order Item:	**Increase $**	**1,647.81**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-14

DESCRIPTION OF CHANGE:
Revise the concrete footing for the flagpole and enlarge the footing to meet the required specifications.

REASON FOR CHANGE:
The project documents showed the incorrect detail for the size of the flag pole shown in the plans.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #25
CCD #7

Amount of this Change Order Item:	**Increase $**	**8,718.82**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-15

DESCRIPTION OF CHANGE:
Credit the unused bid owner allowance for unknown/unforseen underground utility encounters.

REASON FOR CHANGE:
Credit the remaining unsused owner allowance amount to the contract.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI 06.01

Amount of this Change Order Item:	**Decrease $**	**(241,434.22)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: **DECREASE $ (75,437.08)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Birney Elementary School Sitework and Portable Improvement*
DSA #: *02-121721*
BID #: 24-47

Date: 02/10/25
Contractor: BDM Inc.
Architect: SOMAM
Change Order: 02

Construction

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,492,750.00	$ 1,492,750.00
Add Alt 1 New Visitor Parking Lot:	$ 337,785.00	$ 337,785.00
Add Alt 2 New Early Learning Play Area:	$ 527,875.00	$ 527,875.00
Add Alt 3 Reconfigure Existing Parking Lot:	$ 168,975.00	$ 168,975.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,777,385.00**

Contract Adjustments:

Total Contract Amount $ 2,777,385.00

Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
	CO 01	$ -		$ -		$ -		$ *60,299.36*		$ -		$ *60,299.36*		
	CO 02	$ *(241,434.22)*		$ -		$ -		$ *165,997.14*		$ -		$ *(75,437.08)*		
		$ -		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
Totals:		**$ (241,434.22)**	-8.69%	**$ -**	0.00%	**$ -**	0.00%	**$ 226,296.50**	8.15%	**$ -**	0%	**$ (15,137.72)**	**$ (15,137.72)**	-0.5%
Total Contract Amount with Adjustments													**$ 2,762,247.28**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
	CO 02	$ *241,434.22*	$ -	$ *8,565.78*	$ -	$ -	$ *250,000.00*	
		$ -	$ -	$ -	$ -	$ -	$ -	
		$ -	$ -	$ -	$ -	$ -	$ -	
							$ 250,000.00	**$ 250,000.00**
Total Allowance Remaining								**$ -**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Birney ES
3034 East Conell Avenue
Fresno, CA 93703

CHANGE ORDER No. :	003
DSA File No. :	10-48
Application No. :	02-121721

CONTRACTOR :
BDM Inc.
240 North 12th Avenue Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5598.1
FUSD BID/CONTRACT No. :	24-47
CONTRACTOR P.O. No. :	805621

RECEIVED
APR 16

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

The original Contract Sum was	$ 2,777,385.00
Net change by previously authorized Change Orders	$ (15,137.72)
The Contract Sum prior to this Change Order was	$ 2,762,247.28
The Contract Sum will be adjusted by	$ 57,858.56
The new Contract Sum, including this Change Order will be	$ 2,820,105.84
The Contract Completion date prior to this Change Order was	9/1/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	9/1/2024

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:***
Integrated Designs 6011 N. Fresno St. #130 Fresno, CA 93710	BDM Inc. 240 North 12th Avenue Box306 Hanford, CA 93230	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Lyle Bolte	By: Alex Belanger / Asst. Sup.
Date: 03-10-25	Date: 4/8/2025	Date: 4/17/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary

Fresno Unified School District

CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:
Incorporate a man gate with the maintenance access gate.

REASON FOR CHANGE:
The project documents did not include the required gates to exit the site safely.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #26
RFQ #15

Amount of this Change Order Item:	**Increase $**	**12,434.91**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-2

DESCRIPTION OF CHANGE:
Provide a 2 hour fire rated safe for the Administration building.

REASON FOR CHANGE:
The fire rated safe was necessary for the Administration staff.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #27
RFQ #7

Amount of this Change Order Item:	**Increase $**	**2,943.11**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-3

DESCRIPTION OF CHANGE:
Add concrete flatwork at the relocated storage containers

REASON FOR CHANGE:
The project documents did not include the associated site work required for the relocated storage containers.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #28
RFQ #17

Amount of this Change Order Item:	**Increase $**	**30,481.99**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 3-4

DESCRIPTION OF CHANGE:
Modify the door frame in the Administration building to allow for an electronic latch.

REASON FOR CHANGE:
The frame supplied by the building manufacturer was not equipped to accept the electronic latch at the nurse suite.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #29
RFQ #18

Amount of this Change Order Item:	**Increase $**	**2,140.60**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-5

DESCRIPTION OF CHANGE:
Add concrete at the existing gas manifold enclosure to be level with adjacent concrete walk and adjust the fence and gate to new grades.

REASON FOR CHANGE:
The project documents did not have the correct grades which impacted the ADA compliance for the concrete walk and fencing.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #30
RFQ #19

Amount of this Change Order Item:	**Increase $**	**9,857.95**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**57,858.56**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Birney Elementary School Sitework and Portable Improvement*
DSA #: *02-121721*
BID #: 24-47

Date: 03/10/25
Contractor: BDM Inc.
Architect: SOMAM
Change Order: 03

Construction

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,492,750.00	$ 1,492,750.00
Add Alt 1 New Visitor Parking Lot:	$ 337,785.00	$ 337,785.00
Add Alt 2 New Early Learning Play Area:	$ 527,875.00	$ 527,875.00
Add Alt 3 Reconfigure Existing Parking Lot:	$ 168,975.00	$ 168,975.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,777,385.00**

Contract Adjustments:

Total Contract Amount $ 2,777,385.00

Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**		
CO 01	$	-	$	-	$	-	$	*60,299.36*	$	-	$	*60,299.36*		
CO 02	$	*(241,434.22)*	$	-	$	-	$	*165,997.14*	$	-	$	*(75,437.08)*		
CO 03	$	-	$	-	$	-	$	*57,858.56*	$	-	$	*57,858.56*		
	$	-	$	-	$	-	$	-	$	-	$	-		
	$	-	$	-	$	-	$	-	$	-	$	-		
Totals:	**$**	**(241,434.22)**	-8.69%	**$ -**	0.00%	**$ -**	0.00%	**$ 284,155.06**	10%	**$ -**	0%	**$ 42,720.84**	**$ 42,720.84**	1.5%
Total Contract Amount with Adjustments													**$ 2,820,105.84**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**	
CO 02	$	*241,434.22*	$	-	$	*8,565.78*	$	-	$	-	$	*250,000.00*	
	$	-	$	-	$	-	$	-	$	-	$	-	
	$	-	$	-	$	-	$	-	$	-	$	-	
											$	**250,000.00**	**$ 250,000.00**
Total Allowance Remaining													**$ -**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Birney ES
3034 East Conell Avenue
Fresno, CA 93703

CHANGE ORDER No. :	004
DSA File No. :	10-48
Application No. :	02-121721

CONTRACTOR :
BDM Inc.
240 North 12th Avenue Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5598.1
FUSD BID/CONTRACT No. :	24-47
CONTRACTOR P.O. No. :	805621

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

The original Contract Sum was	$ 2,777,385.00
Net change by previously authorized Change Orders	$ 42,720.84
The Contract Sum prior to this Change Order was	$ 2,820,105.84
The Contract Sum will be adjusted by	$ 114,544.15
The new Contract Sum, including this Change Order will be	$ 2,934,649.99
The Contract Completion date prior to this Change Order was	**9/1/2024**
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	**9/1/2024**

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:

Integrated Designs
6011 N. Fresno St. #130
Fresno, CA 93710
ARCHITECT/ENGINEER:

By: Curtis Flynn

Date: 04/18/25

Accepted by:

BDM Inc.
240 North 12th Avenue Box306
Hanford, CA 93230
CONTRACTOR:

By: Lyle Bolte

Date: 4/20/2025

Authorized by:

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

By: Alex Belanger | Asst. Sup.

Date: 6/22/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Fresno Unified School District

CHANGE ORDER

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

Item 4-1

DESCRIPTION OF CHANGE:
Fabricate and install upper casework in the Nurse's Office, and locks for all casework cabinets and drawers.

REASON FOR CHANGE:
The Nurse's office required additional storage as well as security for cabinets and drawers.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 05
RFQ 05

Amount of this Change Order Item:	**Increase $**	**11,044.88**
Time adjustment by this Change Order Item:	**Increase**	

Item 4-2

DESCRIPTION OF CHANGE:
Provide labor, material and equipment to furnish ome 43" monitor, HDMI converter, two 65" monitors with mirrorcast unit, countertop grommets, move cameras to eave at back of building, relocate the DVR and intrusion panel and add two dedicated circuits to the copy machine in the new administration building.

REASON FOR CHANGE:
The project documents did not include the necessary electrical, low voltage, and monitors required by the District.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 31
RFQ 16.01

Amount of this Change Order Item:	**Increase $**	**59,128.16**
Time adjustment by this Change Order Item:	**Increase**	

Item 4-3

DESCRIPTION OF CHANGE:
Paint wheel stops in new parking lot Green and stencil Visitor 10 min.

REASON FOR CHANGE:
Project documents did not include parking spaces for vistiors.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 32
RFQ 09

Amount of this Change Order Item:	**Increase $**	**586.85**
Time adjustment by this Change Order Item:	**Increase**	

Fresno Unified School District

CHANGE ORDER

Item 4-4

DESCRIPTION OF CHANGE:
Provide labor, material and equipment to furnish additional power and data outlets to the work stations in the reception area.

REASON FOR CHANGE:
The project documents did not include the necessary electrical and low voltage infrastructure required for the staff workstations.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 33
RFQ 13

Amount of this Change Order Item:	Increase $	12,315.34
Time adjustment by this Change Order Item:	Increase	

Item 4-5

DESCRIPTION OF CHANGE:
Provide labor, material and equipment to furnish fire alarm, intrusion alarm, security cameras, and electrical pathways to the project.

REASON FOR CHANGE:
The project documents did not include the necessary electrical and low voltage pathways needed for the project.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 10
RFQ 02

Amount of this Change Order Item:	Increase $	31,468.92
Time adjustment by this Change Order Item:	Increase	

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**114,544.15**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 Day/s**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Birney Elementary School Sitework and Portable Improvement*
DSA #: *02-121721*
BID #: 24-47

Date: 04/18/25
Contractor: BDM Inc.
Architect: SOMAM
Change Order: 04

Construction

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,492,750.00	$ 1,492,750.00
Add Alt 1 New Visitor Parking Lot:	$ 337,785.00	$ 337,785.00
Add Alt 2 New Early Learning Play Area:	$ 527,875.00	$ 527,875.00
Add Alt 3 Reconfigure Existing Parking Lot:	$ 168,975.00	$ 168,975.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,777,385.00**

Contract Adjustments:

Total Contract Amount $ 2,777,385.00

Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**		
	CO 01	$ -		$ -		$ -		$ *60,299.36*		$ -		$ *60,299.36*		
	CO 02	$ *(241,434.22)*		$ -		$ -		$ *165,997.14*		$ -		$ *(75,437.08)*		
	CO 03	$ -		$ -		$ -		$ *57,858.56*		$ -		$ *57,858.56*		
	CO 04	$ -		$ -		$ -		$ *114,544.15*		$ -		$ *114,544.15*		
		$ -		$ -		$ -		$ -		$ -		$ -		
Totals:		**$ (241,434.22)**	-8.69%	**$ -**	0.00%	**$ -**	0.00%	**$ 398,699.21**	14%	**$ -**	0%	**$ 157,264.99**	**$ 157,264.99**	5.7%

Total Contract Amount with Adjustments **$ 2,934,649.99**

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**	
	CO 02	$ *241,434.22*	$ -	$ *8,565.78*	$ -	$ -	$ *250,000.00*	
		$ -	$ -	$ -	$ -	$ -	$ -	
		$ -	$ -	$ -	$ -	$ -	$ -	
							$ 250,000.00	**$ 250,000.00**

Total Allowance Remaining **$ -**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Cooper MS
2277 W. Bellaire Way
Fresno, CA 93705

CHANGE ORDER No. :	001
DSA File No. :	10-48
Application No. :	02-121723

CONTRACTOR :
BDM, Inc
240 North 12th Avenue
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5599.1
FUSD BID/CONTRACT No. :	24-48
CONTRACTOR P.O. No. :	805619

RECEIVED
APR 16 2025
BY:

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

The original Contract Sum was	$	2,174,375.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	2,174,375.00
The Contract Sum will be adjusted by	$	186,697.80
The new Contract Sum, including this Change Order will be	$	2,361,072.80
The Contract Completion date prior to this Change Order was		8/1/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/1/2024

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:***
Integrated Designs **6011 N. Fresno, Suite 130** **Fresno, CA 93710**	**BDM INC** **240 North 12th Avenue Hanford,** **CA 93230**	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn, AE	By: Lyle Bolt	By: Alex Belanger / Chief Executive
Date: 11/18/24	Date: 4/8/2025	Date: 4/10/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
The Contractor is to provide new door lites (glass vision panels) in all doors with the exception of the restroom doors.

REASON FOR CHANGE:
The project documents did not include District standard vision lites.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #02
RFQ #4.3

Amount of this Change Order Item:	**Increase $**	**5,303.10**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Install fire alarm and signal and intrusion alarm cabinet to the new Administration building and revise the drive approach to meet City standard.

REASON FOR CHANGE:
The project documents did not include the required fire alarm, PA and intrusion panels. The drive approach design did not comply with City standards and needed to be revised.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #07
RFQ #01

Amount of this Change Order Item:	**Increase $**	**6,518.60**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-3

DESCRIPTION OF CHANGE:
The contractor is to run new electrical pathways on the roof instead of under the covered walkway to the new building.

REASON FOR CHANGE:
There was no existing backing or support to hang the new conduits from the suspended soffit. It was necessary to run the new infrastructure on the roof.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #09
RFI #11.03

Amount of this Change Order Item:	**Increase $**	**34,554.30**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-4

DESCRIPTION OF CHANGE:
The contractor is to furnish labor and material to install a footing for the gate track for the new rolling gate.

REASON FOR CHANGE:
The gate track is necessary for the rolling gate to stay in line.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #08
RFI #20

Amount of this Change Order Item:	**Increase $**	**2,553.11**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-5

DESCRIPTION OF CHANGE:
The Contractor is to provide a new 4' wide gate at the Northwest side of the new building and add a concrete walk from the gate to the parking lot.

REASON FOR CHANGE:
The project documents did not include the necessary gate and walk for single point of entry.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #05
RFQ #7

Amount of this Change Order Item:	**Increase $**	**13,271.87**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-6

DESCRIPTION OF CHANGE:
The contractor is to furnish labor and material to install a new concrete walk, fencing, one gate on the East side of the new drive approach and two additional ADA parking spaces in the new parking lot.

REASON FOR CHANGE:
This scope of work was added to improve the path of travel and access to the site.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #03
RFQ #6

Amount of this Change Order Item:	**Increase $**	**124,496.82**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-7

DESCRIPTION OF CHANGE:
The contractor is to furnish labor and material to locate the water line for the new building. Unforseen allowance to be utilized for the total cost of $7,023.84

REASON FOR CHANGE:
The existing water line was not in the location indicated on the plans

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #10
RFI #14

Amount of this Change Order Item:	**Increase**	$ -
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 186,697.80**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Cooper Middle School Sitework and Portable Improvement*
DSA #: *02-121723*
BID #: 24-48

Date: **11/18/24**
Contractor: **BDM Inc.** **Construction**
Architect: **SOMAM**
Change Order: **1**

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,159,875.00	$ 1,159,875.00
Add Alt 1 New Parking Lot:	$ 382,750.00	$ 382,750.00
Add Alt 2 Student Waiting Area at Pickup Area:	$ 291,975.00	$ 291,975.00
Add Alt 3 Relocate Tables:	$ 89,775.00	$ 89,775.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,174,375.00**

Contract Adjustments:

Total Contract Amount $ 2,174,375.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**		
CO 01	$ -	$ -	$ -	$ *186,697.80*	$ -	$ *186,697.80*		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
	$ -	$ -	$ -	$ -	$ -	$ -		
Totals:	**$ -** 0.00%	**$ -** 0.00%	**$ -** 0.00%	**$ 186,697.80** 8.6%	**$ -** 0%	**$ 186,697.80**	**$ 186,697.80**	8.6%
Total Contract Amount with Adjustments							**$ 2,361,072.80**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:	**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**	
CO 01	$ -	$ -	$ *7,023.84*	$ -	$ -	$ *7,023.84*	
	$ -	$ -	$ -	$ -	$ -	$ -	
						$ 7,023.84	**$ 7,023.84**
Total Allowance Remaining							**$ 242,976.16**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Cooper MS
2277 W. Bellaire Way
Fresno, CA 93705

CHANGE ORDER No. :	002
DSA File No. :	10-48
Application No. :	02-121723

CONTRACTOR :
BDM, Inc
240 North 12th Avenue
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5599.1
FUSD BID/CONTRACT No. :	24-48
CONTRACTOR P.O. No. :	805619

RECEIVED
APR 16 2025
BY:

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

The original Contract Sum was	$	2,174,375.00
Net change by previously authorized Change Orders	$	186,697.80
The Contract Sum prior to this Change Order was	$	2,361,072.80
The Contract Sum will be adjusted by	$	(217,259.07)
The new Contract Sum, including this Change Order will be	$	2,143,813.73
The Contract Completion date prior to this Change Order was		8/1/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/1/2024

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:*
Integrated Designs **6011 N. Fresno, Suite 130** **Fresno, CA 93710**	**BDM INC** **240 North 12th Avenue Hanford,** **CA 93230**	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn, AE	By: Lyle Bolt	By: Alex Belanger | Chief Executive
Date: 02-10-25	Date: 4/8/2025	Date: 4/10/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Fresno Unified School District

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:
Provide additional site survey staking around the new portable building.

REASON FOR CHANGE:
District provided portable building installer damaged the Contractor's existing site survey staking during building installation.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP # 04
PCO # 02

Amount of this Change Order Item:	**Increase $**	**891.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-2

DESCRIPTION OF CHANGE:
Directional bore underground electrical lines for the new Administration Building. Unforeseen allowance to be utilized for the total cost of 14600.20.

REASON FOR CHANGE:
In the course of construction it was determined that directional boring would mitigate impacts and disruptions to the staff and students.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #12
PCO #12.02

Amount of this Change Order Item:	**Increase**	
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-3

DESCRIPTION OF CHANGE:
Install electronic locks and pathways for the doors in the veistibule in the new Administration Bldg.

REASON FOR CHANGE:
The project documents did not include the FUSD standard for single point of entry in the Administration Bldg.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #13
SI #07

Amount of this Change Order Item:	**Increase $**	**6,809.56**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-4

DESCRIPTION OF CHANGE:
Furnish exterior building lettering to read, "ADMINISTRATION", above the public entrance door.

REASON FOR CHANGE:
Project documents did not include the required signage on the exterior of the building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #14
RFQ #12

Amount of this Change Order Item:	**Increase**	**$**	**2,395.39**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 2-5

DESCRIPTION OF CHANGE:
Reset forms for the concrete sidewalk at the East parking stall.

REASON FOR CHANGE:
The project documents did not have the correct grades for the path of travel to meet ADA requirements. This was discovered after the contractor set forms and had to redo completed work.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #15
RFIs #31 & #32

Amount of this Change Order Item:	**Increase**	**$**	**1,020.94**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 2-6

DESCRIPTION OF CHANGE:
Credit unsused Bid owner allowance for unknown/unforseen underground utility encounters.

REASON FOR CHANGE:
Credit the remaining owner allowance amount to the contract.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI #08.01

Amount of this Change Order Item:	**Decrease**	**$**	**(228,375.96)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE**	**$**	**(217,259.07)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**0 DAYS**

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

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Cooper Middle School Sitework and Portable Improvement*
DSA #: *02-121723*
BID #: 24-48

Date: 02/10/25
Contractor: BDM Inc.
Architect: SOMAM
Change Order: 2

Construction

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,159,875.00	$ 1,159,875.00
Add Alt 1 New Parking Lot:	$ 382,750.00	$ 382,750.00
Add Alt 2 Student Waiting Area at Pickup Area:	$ 291,975.00	$ 291,975.00
Add Alt 3 Relocate Tables:	$ 89,775.00	$ 89,775.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,174,375.00**

Contract Adjustments:

Total Contract Amount $ 2,174,375.00

Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
	CO 01	$ -		$ -		$ -		$ *186,697.80*		$ -		$ *186,697.80*		
	CO 02	$ *(227,484.96)*		$ -		$ -		$ *10,225.89*		$ -		$ *(217,259.07)*		
		$ -		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
Totals:		**$ (227,484.96)**	-10%	**$ -**	0.00%	**$ -**	0.00%	**$ 196,923.69**	9.06%	**$ -**	0%	**$ (30,561.27)**	**$ (30,561.27)**	-1.4%
Total Contract Amount with Adjustments													**$ 2,143,813.73**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
	CO 01	$ -	$ -	$ *7,023.84*	$ -	$ -	$ *7,023.84*	
	CO 02	$ *228,375.96*	$ -	$ *14,600.20*	$ -	$ -	$ *242,976.16*	
		$ -	$ -	$ -	$ -	$ -	$ -	
							$ 250,000.00	**$ 250,000.00**
Total Allowance Remaining								**$ -**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Cooper MS
2277 W. Bellaire Way
Fresno, CA 93705

CHANGE ORDER No. :	003
DSA File No. :	10-48
Application No. :	02-121723

CONTRACTOR :
BDM Inc.
240 North 12th Avenue Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5599.1
FUSD BID/CONTRACT No. :	24-48
CONTRACTOR P.O. No. :	805619

RECEIVED
APR 16 2025
BY:

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

The original Contract Sum was	$ 2,174,375.00
Net change by previously authorized Change Orders	$ (30,561.27)
The Contract Sum prior to this Change Order was	$ 2,143,813.73
The Contract Sum will be adjusted by	$ 37,577.40
The new Contract Sum, including this Change Order will be	$ 2,181,391.13
The Contract Completion date prior to this Change Order was	1-Aug-24
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	1-Aug-24

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

Recommended by:	***Accepted by:***	***Authorized by:***
Integrated Designs	BDM Inc.	Fresno Unified School District
6011 N. Fresno St. #130	240 North 12th Avenue Box306	4600 N. Brawley
Fresno, CA 93710	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Wie Bolte	By: Alex Belanger | Asst. Sup.
Date: 03-11-25	Date: 4/8/2025	Date: 4/14/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:
Direct bore, in lieu of trenching, for the electrical service and low voltage to the new 40x60 admin building.

REASON FOR CHANGE:
Nurse's Office required additional storage and locks were required for all drawers and cabinets in the administration building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #01
RFQ #01

Amount of this Change Order Item:	**Increase $**	**13,873.86**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-2

DESCRIPTION OF CHANGE:
Provide all labor, materials, and equipment to add a pole light at the new sidewalk at the East side of the new parking lot.

REASON FOR CHANGE:
The project documents didn't include the required lighting required for the East side of the parking lot.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #11
RFQ #09

Amount of this Change Order Item:	**Increase $**	**15,406.58**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-3

DESCRIPTION OF CHANGE:
Install toilet accessories in the restrooms of the new modular building.

REASON FOR CHANGE:
The project documents did not include new toilet accessories in the new building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #17
RFQ #13

Amount of this Change Order Item:	**Increase $**	**1,647.81**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 3-4

DESCRIPTION OF CHANGE:
Revise the concrete footing for the flagpole and enlarge the footing to meet the required specifications.

REASON FOR CHANGE:
The project documents showed incorrect detail for the size of the flagpole shown in the plans.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 18
RFI #37

Amount of this Change Order Item:	**Increase $**	**1,565.44**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-5

DESCRIPTION OF CHANGE:
Provide and install a fire rated safe in the new portable building.

REASON FOR CHANGE:
The fire safe was added for the Administration staff needs.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #19
RFQ #08

Amount of this Change Order Item:	**Increase $**	**2,943.11**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-6

DESCRIPTION OF CHANGE:
Modify the door frame in the new Administration building to allow for an electronic latch.

REASON FOR CHANGE:
The frame supplied by the building manufacturer was not equipped to accept the electronic latch at the nurse suite.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 20
RFQ #16

Amount of this Change Order Item:	**Increase $**	**2,140.60**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**37,577.40**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		**0**

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

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Cooper Middle School Sitework and Portable Improvement*
DSA #: *02-121723*
BID #: 24-48

Date: 03/11/25
Contractor: BDM Inc.
Architect: SOMAM
Change Order: 3

Construction

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,159,875.00	$ 1,159,875.00
Add Alt 1 New Parking Lot:	$ 382,750.00	$ 382,750.00
Add Alt 2 Student Waiting Area at Pickup Area:	$ 291,975.00	$ 291,975.00
Add Alt 3 Relocate Tables:	$ 89,775.00	$ 89,775.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,174,375.00**

Contract Adjustments:

Total Contract Amount $ 2,174,375.00

Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
	CO 01	$ -		$ -		$ -		*$ 186,697.80*		$ -		*$ 186,697.80*		
	CO 02	*$ (227,484.96)*		$ -		$ -		*$ 10,225.89*		$ -		*$ (217,259.07)*		
	CO 03	$ -		$ -		$ -		*$ 37,577.40*		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
Totals:		**$ (227,484.96)**	-10%	**$ -**	0.00%	**$ -**	0.00%	**$ 234,501.09**	11%	**$ -**	0%	**$ (30,561.27)**	**$ 7,016.13**	0.3%
Total Contract Amount with Adjustments													**$ 2,181,391.13**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
	CO 01	$ -	$ -	*$ 7,023.84*	$ -	$ -	*$ 7,023.84*	
	CO 02	*$ 228,375.96*	$ -	*$ 14,600.20*	$ -	$ -	*$ 242,976.16*	
		$ -	$ -	$ -	$ -	$ -	$ -	
							$ 250,000.00	**$ 250,000.00**
Total Allowance Remaining								**$ -**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Cooper MS
2277 W. Bellaire Way
Fresno, CA 93705

CHANGE ORDER No. :	004
DSA File No. :	10-48
Application No. :	02-121723

CONTRACTOR :
BDM Inc.
240 North 12th Avenue Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5599.1
FUSD BID/CONTRACT No. :	24-48
CONTRACTOR P.O. No. :	805619

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

The original Contract Sum was	$	2,174,375.00
Net change by previously authorized Change Orders	$	7,016.13
The Contract Sum prior to this Change Order was	$	2,181,391.13
The Contract Sum will be adjusted by	$	86,856.54
The new Contract Sum, including this Change Order will be	$	2,268,247.67
The Contract Completion date prior to this Change Order was		1-Aug-24
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		1-Aug-24

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

Recommended by:	***Accepted by:***	***Authorized by:***
Integrated Designs	BDM Inc.	**Fresno Unified School District**
6011 N. Fresno St. #130	240 North 12th Avenue Box306	4600 N. Brawley
Fresno, CA 93710	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Lyle Bolte	By: Alex Belanger | Asst. Sup.
Date: 04/18/25	Date: 4/20/2025	Date: 4/22/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 4-1

DESCRIPTION OF CHANGE:
Provide labor, material and equipment to furnish ome 43" monitor, HDMI converter, two 65" monitors with mirrorcast units, counter top grommets, move cameras to eave back of building, relocate the DVR and intrusion panel and add two dedicated circuits to the copy machine in the new administration building.

REASON FOR CHANGE:
The project documents did not include the necessary electrical, low voltage and monitors required by the District.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 21
RFQ 15.01

Amount of this Change Order Item:	**Increase $**	**64,072.88**
Time adjustment by this Change Order Item:	**Increase**	

Item 4-2

DESCRIPTION OF CHANGE:
Provide labor, material and equipment to furnish additional power and data outlets to the work stations in the recepetion area.

REASON FOR CHANGE:
The project documents did not include the necessary electrical outlets and data outlets under the work stations.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 22
RFQ 14

Amount of this Change Order Item:	**Increase $**	**12,315.34**
Time adjustment by this Change Order Item:	**Increase**	

Item 4-3

DESCRIPTION OF CHANGE:
Provide labor, material and equipment to add curbs to three tree wells.

REASON FOR CHANGE:
The added curbs will prevent erosion at the tree base.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 23
RFQ 17

Amount of this Change Order Item:	**Increase $**	**10,468.32**
Time adjustment by this Change Order Item:	**Increase**	

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**86,856.54**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		**0 day/s**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Cooper Middle School Sitework and Portable Improvement*
DSA #: *02-121723*
BID #: 24-48

Date: 03/11/25
Contractor: BDM Inc. Construction
Architect: SOMAM
Change Order: 04

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,159,875.00	$ 1,159,875.00
Add Alt 1 New Parking Lot:	$ 382,750.00	$ 382,750.00
Add Alt 2 Student Waiting Area at Pickup Area:	$ 291,975.00	$ 291,975.00
Add Alt 3 Relocate Tables:	$ 89,775.00	$ 89,775.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,174,375.00**

Contract Adjustments:

Total Contract Amount $ 2,174,375.00

Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
	CO 01	$ -		$ -		$ -		*$ 186,697.80*		$ -		*$ 186,697.80*		
	CO 02	*$ (227,484.96)*		$ -		$ -		*$ 10,225.89*		$ -		*$ (217,259.07)*		
	CO 03	$ -		$ -		$ -		*$ 37,577.40*		$ -		*$ 37,577.40*		
	CO 04	$ -		$ -		$ -		*$ 86,856.54*		$ -		*$ 86,856.54*		
		$ -		$ -		$ -		$ -		$ -		$ -		
Totals:		**$ (227,484.96)**	-10%	**$ -**	0.00%	**$ -**	0.00%	**$ 321,357.63**	15%	**$ -**	0%	**$ 93,872.67**	**$ 93,872.67**	4.3%

Total Contract Amount with Adjustments **$ 2,268,247.67**

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
	CO 01	$ -	$ -	*$ 7,023.84*	$ -	$ -	*$ 7,023.84*	
	CO 02	*$ 228,375.96*	$ -	*$ 14,600.20*	$ -	$ -	*$ 242,976.16*	
		$ -	$ -	$ -	$ -	$ -	$ -	
							$ 250,000.00	**$ 250,000.00**
Total Allowance Remaining								**$ -**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Viking ES
4251 N. Winery Avenue
Fresno, CA 93726

CHANGE ORDER No. : 001

DSA File No. : 10-48

Application No. : 02-121730

CONTRACTOR :
BDM Inc
240 North 12th Avenue
Hanford, CA 93230

DESIGNER'S PROJECT No. : 5602.1

FUSD BID/CONTRACT No. : 24-50

CONTRACTOR P.O. No. : 805586

RECEIVED
APR 16
BY:

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

The original Contract Sum was	$	2,025,660.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	2,025,660.00
The Contract Sum will be adjusted by	$	21,188.14
The new Contract Sum, including this Change Order will be	$	2,046,848.14
The Contract Completion date prior to this Change Order was		8/1/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/1/2024

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:***
Integrated Designs 6011 N. Fresno, Suite 130 Fresno, CA 93710	**BDM INC 240 North 12th Avenue Hanford, CA 93230**	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By:	By: Lyle Bolte	By: Alex Belanger | Chief Executive
Date: 11-07-24	Date: 3/25/2025	Date: 4/16/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

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:
Replace the drinking fountain in the Play Area with a new drinking fountain that includes hi/lo as well as child height faucets.

REASON FOR CHANGE:
The drinking fountain was changed to serve the needs of all users.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 08
PCO 06

Amount of this Change Order Item:	**Increase $**	**3,350.59**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Funish all labor, material and equipment to remove soil to increase the depth of the crawl space under the building.

REASON FOR CHANGE:
The project documents did not allow adequate depth for maintenance access in the crawl space under the building. It was necessary to increase the depth to allow for future maintenance.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #09
PCO #8.1

Amount of this Change Order Item:	**Increase $**	**3,909.51**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-3

DESCRIPTION OF CHANGE:
Demolish and replace the vent wells required for the modular building.

REASON FOR CHANGE:
The project documents showed the vent wells being placed monolithically. The vent wells needed to be removed and replaced to allow for the Owner provided modular building to be rolled into place.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #13
PCO #9.2

Amount of this Change Order Item:	**Increase $**	**8,802.22**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 1-4

DESCRIPTION OF CHANGE:
Furnish demolition of existing Slab-On-Grade; removal of fence, mow strip, and bushes.

REASON FOR CHANGE:
Sewer point of connection was moved because original point of connection was too high. Added demolition of existing was required to allow for revised sewer piping and point of connection.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #12
PCO #11.1

Amount of this Change Order Item:	**Increase $**	**5,125.82**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE $**	**21,188.14**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Viking Elementary School Sitework and Portable Improvement*
DSA #: *02-121730*
BID #: 24-50

Date: 11/07/24
Contractor: BDM Inc. **Construction**
Architect: SOMAM
Change Order: 01

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,199,875.00	$ 1,199,875.00
Add Alt 1 New Early Learning Playground:	$ 575,785.00	$ 575,785.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,025,660.00**

Contract Adjustments:

Total Contract Amount $ 2,025,660.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO 01	$ -		$ -		$ -		$ *21,188.14*		$ -		$ *21,188.14*			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ -**	0.00%	**$ -**	0.00%	**$ -**	0.00%	**$ 21,188.14**	1.05%	**$ -**	0%	**$ 21,188.14**		**$ 21,188.14**	1.0%
Total Contract Amount with Adjustments													**$ 2,046,848.14**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
CO 01	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	$ -	$ -	
						$ -	**$ -**
Total Allowance Remaining							**$ 250,000.00**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Viking ES
4251 N. Winery Avenue
Fresno, CA 93726

CHANGE ORDER No. :	002
DSA File No. :	10-48
Application No. :	02-121730

CONTRACTOR :
Contractor Name
1234 Company Street
Fresno, CA 00000

DESIGNER'S PROJECT No. :	5602.1
FUSD BID/CONTRACT No. :	24-50
CONTRACTOR P.O. No. :	805586

RECEIVED
APR 16 2025

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

The original Contract Sum was	$	2,025,660.00
Net change by previously authorized Change Orders	$	21,188.14
The Contract Sum prior to this Change Order was	$	2,046,848.14
The Contract Sum will be adjusted by	$	(83,470.21)
The new Contract Sum, including this Change Order will be	$	1,963,377.93
The Contract Completion date prior to this Change Order was		8/1/2024
The Contract Time will be adjusted by		(2) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/3/2024

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:***
Integrated Designs	**BDM INC**	**Fresno Unified School District**
6011 N. Fresno, Suite 130	240 North 12th Avenue	4600 N. Brawley
Fresno, CA 93710	Hanford, CA 93230	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Curtis Flynn	By: Kyle Bolte	By: Alex Belanger | Chief Executive
Date: 02-07-25	Date: 4/8/2025	Date: 4/17/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary

Fresno Unified School District

CHANGE ORDER

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

Item 2-1

DESCRIPTION OF CHANGE:
Reroute the existing underground fire alarm pathway and wire around the new Admin building. Unforseen underground allowance to be utilized for the total cost of $26,424.32.

REASON FOR CHANGE:
Unknown underground fire alarm pathways were discovered in the area of the new administration building. It was necessary to reroute out of the New Building Front.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #01
RFI #03

Amount of this Change Order Item:	0	**Increase**	$ -
Time adjustment by this Change Order Item:		**Increase**	2 Days

Item 2-2

DESCRIPTION OF CHANGE:
Provide new door lites (glass vision panels) in all doors with the exception of the restroom doors in the adminstration building.

REASON FOR CHANGE:
The project documents did not include the District standard door lites for student and staff safety.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #02
RFQ #9R3

Amount of this Change Order Item:	**Increase**	$ 5,303.10
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-3

DESCRIPTION OF CHANGE:
Provide plywood backboard and terminal can in the storage room in the new Administration building.

REASON FOR CHANGE:
The project documents did not include the required plywood backboard and low voltage terminal can for the routing and mounting of the low voltage systems in the new Administration building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #03
PCO #03

Amount of this Change Order Item:	**Increase**	$ 1,820.42
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-4

DESCRIPTION OF CHANGE:
Fabricate and install upper casework in Nurse office. Furnish and install locks for all casework cabinets and drawers.

REASON FOR CHANGE:
The Nurse's office required additional storage and security for cabinets and drawers.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #04
RFQ #10

Amount of this Change Order Item:	0	**Increase** $	**13,873.86**
Time adjustment by this Change Order Item:		**Increase**	0 Days

Item 2-5

DESCRIPTION OF CHANGE:
Remove and dispose of the pavers at the main entrance.

REASON FOR CHANGE:
Existing pavers were removed and additional concrete was placed to allow for better path of travel at new main entrance gate.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #06
PCO #14.01

Amount of this Change Order Item:	0	**Increase** $	**588.06**
Time adjustment by this Change Order Item:		**Increase**	0 Days

Item 2-6

DESCRIPTION OF CHANGE:
Furnish all labor and material to remove damaged wire from under the new building footprint and ensure wires were not energized. Unforeseen allowance to be utilized for the total cost of $1,418.01.

REASON FOR CHANGE:
Wires were discovered under the new building pad and needed to be safely removed from the area.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #07
PCO #05.01

Amount of this Change Order Item:	**Increase** $	-
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-7

DESCRIPTION OF CHANGE:
Furnish fire alarm, intrusion alarm, security cameras, and electrical pathways in the new portable Administration building.

REASON FOR CHANGE:
The project documents did not include the required low voltage fire alarm, intrusion alarm and security systems.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #11
PCO #02.03

Amount of this Change Order Item:	**Increase $**	**46,502.26**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-8

DESCRIPTION OF CHANGE:
Furnish all labor and material to remove block pavers and replace with new concrete walks and modify the landscape at the main entrance to the campus. Remove the existing block pavers, modify landscape and irrigation to replace with new concrete walkway at the main entrance to the site.

REASON FOR CHANGE:
Pavers were removed and replaced with concrete to improve access at the main entrance to the site.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #14
PCO #17

Amount of this Change Order Item:	**Increase $**	**36,839.66**
Time adjustment by this Change Order Item:	**Increase**	

Item 2-9

DESCRIPTION OF CHANGE:
Pothole for revised sewer tie in location and provide the elevation to the engineer. Unforseen allowance to be utilized for the total cost of $1,298.73.

REASON FOR CHANGE:
The original point of connection for the sewer was unable to be utilized due to unknown utility conflicts. Exploration of the new tie in location was required to confirm it would meet the slope required from the finish floor of the new building.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #15
RFQ #03

Amount of this Change Order Item:	**Increase**	
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-10

DESCRIPTION OF CHANGE:
Reconfigure site fencing by eliminating three gates at the new playground walkways, add two maintenance gates, and remove existing concrete at South parking lot.

REASON FOR CHANGE:
The project documents needed to be revised to provide safe and secure access to the campus at key pedestrian and maintenance locations.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #19
RFQ #07

Amount of this Change Order Item:	0	**Decrease** $	**(5,693.74)**
Time adjustment by this Change Order Item:		**Increase**	0 Days

Item 2-11

DESCRIPTION OF CHANGE:
Install electronic locks and pathways for the doors in the vestibule in the new Administration Bldg.

REASON FOR CHANGE:
The project documents did not include the FUSD standard for single point of entry in the Administration Bldg.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #21
SI #03

Amount of this Change Order Item:	**Increase** $	**7,073.24**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-12

DESCRIPTION OF CHANGE:
Provide toilet accessories in the restrooms of the new modular building.

REASON FOR CHANGE:
The project documents did not include toilet accessories in the new building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #24
RFQ #16

Amount of this Change Order Item:	**Increase** $	**1,647.81**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 2-13

DESCRIPTION OF CHANGE:
Revise the concrete footing for the flagpole and enlarge the footing to meet the required specifications.

REASON FOR CHANGE:
The project documents showed the incorrect detail for the size of flag pole shown in plans.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #25
CCD #07

Amount of this Change Order Item:	**Increase $**	**8,718.82**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 2-14

DESCRIPTION OF CHANGE:
Credit the unused bid owner allowance for unknown/unforseen underground utility encounters.

REASON FOR CHANGE:
Credit the remaining owner allowance amount to the contract.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
SI #04.01

Amount of this Change Order Item:	**Decrease $**	**(200,143.70)**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**DECREASE $**	**(83,470.21)**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**2 DAYS**

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Viking Elementary School Sitework and Portable Improvement*
DSA #: *02-121730*
BID #: 24-50

Date: 02/07/25
Contractor: BDM Inc. **Construction**
Architect: SOMAM
Change Order: 02

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,199,875.00	$ 1,199,875.00
Add Alt 1 New Early Learning Playground:	$ 575,785.00	$ 575,785.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,025,660.00**

Contract Adjustments:

Total Contract Amount $ 2,025,660.00

Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**		
	CO 01	$ -		$ -		$ -		$ *21,188.14*		$ -		$ *21,188.14*		
	CO 02	$ *(205,837.44)*		$ -				$ *122,367.23*		$ -		$ *(83,470.21)*		
		$ -		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
Totals:		**$ (205,837.44)**	-10%	**$ -**	0.00%	**$ -**	0.00%	**$ 143,555.37**	7.09%	**$ -**	0%	**$ (62,282.07)**	**$ (62,282.07)**	-3.1%
Total Contract Amount with Adjustments													**$ 1,963,377.93**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		**District Requested**	**Governing agency req'd change post-bid**	**Unknown, unforeseen, hidden**	**Designer E & O**	**District/Designer**	**Total**	
	CO 02	$ *200,143.70*	$ -	$ *29,141.06*	$ -	$ -	$ *229,284.76*	
		$ -	$ -	$ -	$ -	$ -	$ -	
		$ -	$ -	$ -	$ -	$ -	$ -	
							$ 229,284.76	**$ 229,284.76**
Total Allowance Remaining								**$ 20,715.24**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Viking ES
4251 N. Winery Avenue
Fresno, CA 93726

CHANGE ORDER No.: 003

DSA File No.: 10-48

Application No.: 02-121730

CONTRACTOR:
BDM Inc.
240 North 12th Avenue Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No.: 5602.1

FUSD BID/CONTRACT No.: 24-50

CONTRACTOR P.O. No.: 805586

RECEIVED
APR 16 2025

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

The original Contract Sum was	$	2,025,660.00
Net change by previously authorized Change Orders	$	(62,282.07)
The Contract Sum prior to this Change Order was	$	1,963,377.93
The Contract Sum will be adjusted by	$	16,661.49
The new Contract Sum, including this Change Order will be	$	1,980,039.42
The Contract Completion date prior to this Change Order was		8/3/2024
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		8/3/2024

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:*
Integrated Designs 6011 N. Fresno St. #130 Fresno, CA 93710	BDM Inc. 240 North 12th Avenue Box306 Hanford, CA 93230	Fresno Unified School District 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	*CONTRACTOR:*	*OWNER:*
By: Curtis Flynn	By: Vic Bolte	By: Alex Belanger / Asst. Sup.
Date: 03-10-25	Date: 4/8/2025	Date: 4/17/25

Additional days to be adjusted in final change order as agreed between owner and B M Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM Inc. waives none and reserves all rights.

Change Order Summary
Page 1 of 1

Fresno Unified School District

CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:
Provide a 2 hour fire rated safe for the Administration building.

REASON FOR CHANGE:
The fire rated safe was necessary for the Administration staff.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #27
RFQ #13

Amount of this Change Order Item:	**Increase $**	**2,943.11**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-2

DESCRIPTION OF CHANGE:
Modify the door frame into the nurses office to allow for an electronic latch.

REASON FOR CHANGE:
The project documents did not include a frame that was to accept the electronic latch at the nurse suite.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #28
RFQ #20

Amount of this Change Order Item:	**Increase $**	**2,140.60**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-3

DESCRIPTION OF CHANGE:
Provide pathways from existing DMP panel to the new Administration building.

REASON FOR CHANGE:
Existing conduits are full leaving no space to pull additional cables.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #29
RFI #24

Amount of this Change Order Item:	**Increase $**	**9,514.73**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 3-4

DESCRIPTION OF CHANGE:
Add mow strips around the fire water riser and electrical transformer.

REASON FOR CHANGE:
The mow strips were necessary to keep the fire water riser and electrical transformer separated from the grass areas which will allow for ease of grounds upkeep.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP # 30
RFQ #18R1

Amount of this Change Order Item:	**Increase**	**$ 2,063.05**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 16,661.49**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:		**0**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Viking Elementary School Sitework and Portable Improvement*
DSA #: *02-121730*
BID #: 24-50

Date: 03/10/25
Contractor: BDM Inc. **Construction**
Architect: SOMAM
Change Order: 03

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,199,875.00	$ 1,199,875.00
Add Alt 1 New Early Learning Playground:	$ 575,785.00	$ 575,785.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,025,660.00**

Contract Adjustments:

Total Contract Amount $ 2,025,660.00

Contract Adjustments:		District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
	CO 01	$ -		$ -		$ -		$ *21,188.14*		$ -		$ *21,188.14*		
	CO 02	$ *(205,837.44)*		$ -				$ *122,367.23*		$ -		$ *(83,470.21)*		
	CO 03	$ -		$ -		$ -		$ *16,661.49*		$ -		$ *16,661.49*		
		$ -		$ -		$ -		$ -		$ -		$ -		
		$ -		$ -		$ -		$ -		$ -		$ -		
Totals:		**$ (205,837.44)**	-10%	**$ -**	0.00%	**$ -**	0.00%	**$ 160,216.86**	7.91%	**$ -**	0%	**$ (45,620.58)**	**$ (45,620.58)**	-2.3%
Total Contract Amount with Adjustments													**$ 1,980,039.42**	

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total	
	CO 02	$ *200,143.70*	$ -	$ *29,141.06*	$ -	$ -	$ *229,284.76*	
		$ -	$ -	$ -	$ -	$ -	$ -	
		$ -	$ -	$ -	$ -	$ -	$ -	
							$ 229,284.76	**$ 229,284.76**
Total Allowance Remaining								**$ 20,715.24**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Viking ES
4251 N. Winery Avenue
Fresno, CA 93726

CHANGE ORDER No. :	004
DSA File No. :	10-48
Application No. :	02-121730

CONTRACTOR :
BDM Inc.
240 North 12th Avenue Box 306
Hanford, CA 93230

DESIGNER'S PROJECT No. :	5602.1
FUSD BID/CONTRACT No. :	24-50
CONTRACTOR P.O. No. :	805586

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

The original Contract Sum was	$ 2,025,660.00
Net change by previously authorized Change Orders	$ (45,620.58)
The Contract Sum prior to this Change Order was	$ 1,980,039.42
The Contract Sum will be adjusted by	$ 107,459.16
The new Contract Sum, inciuding this Change Order will be	$ 2,087,498.58
The Contract Completion date prior to this Change Order was	8/3/2024
The Contract Time will be adjusted by	(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore	8/3/2024

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:

Integrated Designs
6011 N. Fresno St. #130
Fresno, CA 93710
ARCHITECT/ENGINEER:

By: Curtis Flynn

Date: 04/18/25

Accepted by:

BDM Inc.
240 North 12th Avenue Box306
Hanford, CA 93230
CONTRACTOR:

By: Cyle Bolte

Date: 4/20/2025

Authorized by:

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

By: Alex Belanger | Asst. Sup.

Date: 4/22/25

Additional days to be adjusted in final change order as agreed between owner and BDM Inc. per updated final CO terms in Curtis Flynn email 3/24/2025. BDM 18c.s waives none and reserves all rights.

Fresno Unified School District

CHANGE ORDER

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

Item 4-1

DESCRIPTION OF CHANGE:
Furnish labor and material to provide electrical and data outlets under the work stations in the reception area, and HDMI cables in the conference room and principal's office.

REASON FOR CHANGE:
The project documents did not include the necessary electrical and low voltage infrastructure necessary for workstations.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 20
RFQ #17

Amount of this Change Order Item: **Increase $ 19,457.96**
Time adjustment by this Change Order Item: **Increase**

Item 4-2

DESCRIPTION OF CHANGE:
Relocate the new dfrinking fountain adjacent to the new concrete walk North of the preschool building.

REASON FOR CHANGE:
The drinking fountain was necessary to be relocated outside of the preschool play area to meet preschool licensing.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 23
RFQ 11

Amount of this Change Order Item: **Increase $ 1,130.58**
Time adjustment by this Change Order Item: **Increase**

Item 4-3

DESCRIPTION OF CHANGE:
Provide labor and materials to remove the existing mow strip adjacent to the concrete walk and replace with sod. Northeast of the new building.

REASON FOR CHANGE:
The project documents did not show to remove the existing mow strip which was causing a trip hazard.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP #31
RFQ #21

Amount of this Change Order Item: **Increase $ 1,522.18**
Time adjustment by this Change Order Item: **Increase**

Fresno Unified School District

CHANGE ORDER

Item 4-4

DESCRIPTION OF CHANGE:
Provide labor, material and equipment to furnish one 43" monitor, HDMI converter, two 65" monitors with mirrorcast units, counter top grommets, move cameras to eave at back of building, relocate the DVR and intrusion panel and add two dedicated circuits to the copy machine in the New Administration Building.

REASON FOR CHANGE:
The project documents did not include the necessary electrical, low voltage, and monitors required by the district.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 33
RFQ #19.01

Amount of this Change Order Item:	**Increase $**	**66,502.19**
Time adjustment by this Change Order Item:	**Increase**	

Item 4-5

DESCRIPTION OF CHANGE:
Furnish labor and material and equipment to repair and replace irrigation control wiring to station 21 and for station 18 for the grass area in front of the new administration building.

REASON FOR CHANGE:
Additional irrigation control wiring was necessary to maintain the operation of the schools automatic irrigation system.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 34
RFQ 12

Amount of this Change Order Item:	**Increase $**	**3,847.80**
Time adjustment by this Change Order Item:	**Increase**	

Fresno Unified School District

CHANGE ORDER

Item 4-6

DESCRIPTION OF CHANGE:
Furnish labor and material to complete the electrical pathways for the new fire alarm between the existing administration building to the new administration building.

REASON FOR CHANGE:
The project documents did not include the necessary pathways and connection points for the fire alarm system for the new administration building.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 35
RFI 25R

Amount of this Change Order Item:	**Increase**	**$ 14,998.45**
Time adjustment by this Change Order Item:	**Increase**	

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 107,459.16**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 Day/s**

*** End of CHANGE ORDER ***

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: *Viking Elementary School Sitework and Portable Improvement*
DSA #: *02-121730*
BID #: 24-50

Date: 04/18/25
Contractor: BDM Inc. **Construction**
Architect: SOMAM
Change Order: 04

Contract Summary:

Bid Award Amount(s)		
Base Bid:	$ 1,199,875.00	$ 1,199,875.00
Add Alt 1 New Early Learning Playground:	$ 575,785.00	$ 575,785.00
Unknown/unforeseen underground utility encounters:	$ 250,000.00	$ 250,000.00
Total Agreement Amount:		**$ 2,025,660.00**

Contract Adjustments:

Total Contract Amount $ 2,025,660.00

Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**		
	CO 01	$ -		$ -		$ -		*$ 21,188.14*		$ -		*$ 21,188.14*		
	CO 02	*$ (205,837.44)*		$ -				*$ 122,367.23*		$ -		*$ (83,470.21)*		
	CO 03	$ -		$ -		$ -		*$ 16,661.49*		$ -		*$ 16,661.49*		
	CO 04	$ -		$ -		$ -		*$ 107,459.16*		$ -		*$ 107,459.16*		
		$ -		$ -		$ -		$ -		$ -		$ -		
Totals:		**$ (205,837.44)**	-10%	**$ -**	0.00%	**$ -**	0.00%	**$ 267,676.02**	13%	**$ -**	0%	**$ 61,838.58**	**$ 61,838.58**	3.1%

Total Contract Amount with Adjustments **$ 2,087,498.58**

Contract Adjustments:

Total Allowance Amount $ 250,000.00

Contract Adjustments:		**District Requested**		**Governing agency req'd change post-bid**		**Unknown, unforeseen, hidden**		**Designer E & O**		**District/Designer**		**Total**	
	CO 02	*$ 200,143.70*		$ -		*$ 29,141.06*		$ -		$ -		*$ 229,284.76*	
		$ -		$ -		$ -		$ -		$ -		$ -	
		$ -		$ -		$ -		$ -		$ -		$ -	
												$ 229,284.76	**$ 229,284.76**

Total Allowance Remaining **$ 20,715.24**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Bullard High Shcool - Fencing Project
5445 N. Palm Avenue, Fresno, CA 93711

CHANGE ORDER No. :	**004**
DSA File No. :	10-H8
Application No. :	02-118420

CONTRACTOR :
HBC Enterprises
1840 Shaw Avenue STE 206-08
Clovis, CA 93611

DESIGNER'S PROJECT No. :	19-50
FUSD BID/CONTRACT No. :	24-54
CONTRACTOR P.O. No. :	801804A

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

The original Contract Sum was	$	2,034,449.00
Net change by previously authorized Change Orders	$	83,132.46
The Contract Sum prior to this Change Order was	$	2,117,581.46
The Contract Sum will be adjusted by	$	15,634.33
The new Contract Sum, including this Change Order will be	$	2,133,215.79
The Contract Completion date prior to this Change Order was		30-Jan-25
The Contract Time will be adjusted by		71 Days
The new Contract Completion date, including this Change Order is therefore		11-Apr-25

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

Recommended by:	***Accepted by:***	***Authorized by:***
PBK **7790 N. Palm Avenue** **Fresno, CA 93711**	**HBC Enterprises** **1840 Shaw Ave STE 105-08** **Clovis, Ca 93611**	**Fresno Unified School District** 4600 N. Brawley Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Michael Schoen	By: Rob Harris Rob Harris Digitally signed by Rob Harris DN: C=US, E=rob3ll0c@gmail.com, O=HBC Enterprises, CN=Rob Harris Date: 2025.04.09 15:01:52-07'00'	By: Alex Belanger | Asst. Sup.
Date: 04/04/2025	Date:	Date:

Fresno Unified School District

CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:
Provide hydro excavation for fence post footing on the West side of the campus. The cost of $54,209.81 will be taken out of the unkown/unforseen utility bid allowance.

REASON FOR CHANGE:
existing utilities were in line with the fence post footings. Hydro excavation required to protect the existing underground utilities.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP #11, CPR #11

Amount of this Change Order Item:	**Increase**	$	-
Time adjustment by this Change Order Item:	**Increase**		39 Days

Item 3-2

DESCRIPTION OF CHANGE:
Added site concrete and flatwork on the North East of the campus.

REASON FOR CHANGE:
Added site concrete including seat walls and flatwork at main access gates to replace existing damaged concrete and to improve the path of travel for the site.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #14, CPR #13

Amount of this Change Order Item:	**Increase**	$	**32,975.55**
Time adjustment by this Change Order Item:	**Increase**		32 Days

Fresno Unified School District

CHANGE ORDER

Item 3-3

DESCRIPTION OF CHANGE:
Provide credit for the remaining unknown/unforeseen bid of $17,341.22.

REASON FOR CHANGE:
The remaning unused bid allowance for unknown unforeseen utility encounters will be credited to the project.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP #015

Amount of this Change Order Item:	**Increase**	**$**	**(17,341.22)**
Time adjustment by this Change Order Item:	**Increase**		0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$**	**15,634.33**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**		**71 Days**

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

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Bullard High Fencing Improvements

DSA #: 02-118420

BID #: 24-54

Date: 4/1/25

Contractor: HBC

Architect: PBK

Change Order: 4

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Bullard HS Fencing Improvements	$ 1,884,449.00
Allowance:	Unknown/unforeseen underground utility encounters performed on time and material basis.	$ 150,000.00
Total Agreement Amount:		$ 2,034,449.00

Contract Adjustments:

Total Contract Amount $ 2,034,449.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 44,173.83		$ -		$ -		$ 13,704.25		$ (48,658.14)		$ 9,219.94		
CO #002	$ -		$ -		$ -		$ 2,330.06		$ -		$ 2,330.06		
CO #003	$ 60,793.61		$ -		$ 8,491.21		$ 2,297.64		$ -		$ 71,582.46		
CO #004	$ 15,634.33		$ -		$ -		$ -		$ -		$ 15,634.33		
Totals:	**$ 120,601.77**	5.9%	**$ -**	0.0%	**$ 8,491.21**	0.4%	**$ 18,331.95**	0.9%	**$ (48,658.14)**	-2.4%	**$ 98,766.79**	**$ 98,766.79**	4.85%
Total Contract Amount with Adjustments												**$ 2,133,215.79**	

Allowance Amount $ 150,000.00

Allowance Adjustments:	Unknown, unforeseen, hidden	Total
C0 #002	**$ 43,153.51**	$ 43,153.51
C0 #003	**$ 35,295.46**	
C0 #004	**$ 54,209.81**	
Totals:	$ 132,658.78	**$ 132,658.78**
Total Remaining Allowance Amount with Adjustments		**$ 17,341.22**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Fresno High School Aux Gym
1839 N Echo Ave,
Fresno, CA 93704

CHANGE ORDER No. :	**004**
DSA File No. :	10-H8
Application No. :	02-120778

CONTRACTOR :
Davis Moreno Construction Inc.
4720 N Blythe Ave,
Fresno, CA 93722

DESIGNER'S PROJECT No. :	20040
FUSD BID/CONTRACT No. :	24-56
CONTRACTOR P.O. No. :	00000805347

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

The original Contract Sum was	$	11,999,471.00
Net change by previously authorized Change Orders	$	211,534.94
The Contract Sum prior to this Change Order was	$	12,211,005.94
The Contract Sum will be adjusted by	$	90,404.08
The new Contract Sum, including this Change Order will be	$	12,301,410.02
The Contract Completion date prior to this Change Order was		31-Jul-25
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		7/31/2025

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

Recommended by:	***Accepted by:***	***Authorized by:***
Lionakis	**Davis Moreno Construction**	**Fresno Unified School District**
2025 19th Street	4720 N. Blythe Ave. Fresno, CA	4600 N. Brawley
Sacramento, CA 95818	93722	Fresno, CA 93722
ARCHITECT/ENGINEER:	***CONTRACTOR:***	***OWNER:***
By: Jonathan McMurtry,	By: Stephen Davis	By: Alex Belanger / Chief Executive
Date: 4/15/2025	Date: 4/19/2025	Date:

Fresno Unified School District

CHANGE ORDER

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

Item 4-1

DESCRIPTION OF CHANGE:
Provide underground utility investeigation within the construction area. Cap abandoned utilities in conflict with new scope of work. Relocate electircal, water and sewer outside of the new gym footprint. The cost of $27,927.64 will be taken out of the "unknown/unforeseen utility" bid allowance.

REASON FOR CHANGE:
In the course of construction, multiple unknown underground utilities were discovered. It was necessary to investigate, cap and relocate existing unknown underground utilities outside of the new building footprint.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
OTP 02, OTP 05, PCO 009

Amount of this Change Order Item:	**Increase** $	-
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-2

DESCRIPTION OF CHANGE:
Provide and install caged roof ladder for upper roof access. Provide water service, hose bibbs, and roof walk pads on upper roof for mechanical units. Route water piping to avoid conflict with acoustical panels.

REASON FOR CHANGE:
The project documents did not include the necessary roof access ladder, water service, hose bibs and walk pads for future maintenance of the mechanical units.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 028, PCO 027

Amount of this Change Order Item:	**Increase** $	**47,711.54**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-3

DESCRIPTION OF CHANGE:
Add protective cages to the projectors in the gym.

REASON FOR CHANGE:
Cages are being added to protect the projectors from damage due to sports event, as per District Standards.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 030, CCR 035

Amount of this Change Order Item:	**Increase**		**$1,823.43**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-4

DESCRIPTION OF CHANGE:
Add additional backing for the canopy support tie rods.

REASON FOR CHANGE:
The layout of the framing did not allow the required canopy support tie rod locations to be anchored appropriately. It was necessary to add backing.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OPT 031, CCR 034

Amount of this Change Order Item:	**Increase**	**$**	**10,189.30**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Item 4-5

DESCRIPTION OF CHANGE:
Add modular platforms at the top center of the bleachers to allow for video recording and observation. Add screen printed logo plates to the side of the bleacher.

REASON FOR CHANGE:
District requested the platform to be added for camera crews to record sports and events.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 032, CCR 036

Amount of this Change Order Item:	**Increase**	**$**	**6,526.93**
Time adjustment by this Change Order Item:	**Increase**		0 Days

Fresno Unified School District

CHANGE ORDER

Item 4-6

DESCRIPTION OF CHANGE:
Provide roof jacks and metal flashing for the mechanical supports on the roof.

REASON FOR CHANGE:
It was necessary to add roof jacks and flashing to the mechanical supports to meet the roof manufacturer's requirements for warranty.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 033, CCR 042

Amount of this Change Order Item:	**Increase $**	**7,895.54**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-7

DESCRIPTION OF CHANGE:
Provide and install a 50amp receptacle to each bleacher wall.

REASON FOR CHANGE:
District requested additional for the necessary power requirements for E sports events.

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
OTP 035, CCR 038

Amount of this Change Order Item:	**Increase $**	**10,846.66**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 4-8

DESCRIPTION OF CHANGE:
Provide and install a sink at the snack bar and a drinking fountain in lobby.

REASON FOR CHANGE:
The District standard sink and drinking fountain were not identified or shown on the plumbing fixture schedule.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
OTP 034, CCR 028

Amount of this Change Order Item:	**Increase $**	**5,410.68**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 90,404.08**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

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

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: Fresno High Aux Gym

DSA #: 02-120778

BID #: 24-56

Date: 4/22/25

Contractor: DMCI

Architect: LionaKis

Change Order: 4

Contract Summary:

Bid Award Amount(s)		
Base Bid:	Auxiliary Gym and Site Improvements	$ 11,650,000.00
Add Alt 1:	Upgrade PG&E Gas Meter	$ 15,137.00
Add Alt 2:	Soccer Fiels Lights and Pedestal Outlets	$ 84,334.00
Allowance:	Unknown/unforeseen underground utility encounters performed on time and material basis.	$ 250,000.00
Total Agreement Amount:		**$ 11,999,471.00**

Contract Adjustments:

Total Contract Amount **$ 11,999,471.00**

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total		
CO #001	$ 39,857.96		$ -		$ 3,542.42		$ 40,789.44		$ -		$ 84,189.82		
CO #002	$ 63,438.90		$ 9,843.90		$ -		$ 10,219.83		$ -		$ 83,502.63		
CO #003	$ 12,014.94		$ -		$ -		$ 32,810.75		$ (983.20)		$ 43,842.49		
CO #004	$ 17,373.59		$ -		$ -		$ 73,030.49		$ -		$ 90,404.08		
Totals:	**$ 132,685.39**	1.1%	**$ 9,843.90**	0.1%	**$ 3,542.42**	0.0%	**$ 156,850.51**	1.3%	**$ (983.20)**	0.0%	**$ 301,939.02**	**$ 301,939.02**	2.5%

Total Contract Amount with Adjustments **$ 12,301,410.02**

Unknown/unforeseen underground utility encounters performed on time and material basis.	$ 250,000.00

	Unknown/unforeseen underground utility encounters.	Total
CO #001	$ 2,640.00	$ 2,640.00
CO #003	$ 66,855.76	$ 66,855.76
CO #004	$ 27,927.64	$ 27,927.64
Totals:	$ 97,423.40	**$ 97,423.40**
Total Remaining Allowance Amount with Adjustments		**$ 152,576.60**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
McLane New Gymnasium
2727 N. Cedar Ave
Fresno, CA 93703

CHANGE ORDER No. :	**003**
DSA File No. :	10-H8
Application No. :	02-118542

CONTRACTOR :
Marko Construction
3675 E. Jensen Ave
Fresno, CA 93725

DESIGNER'S PROJECT No. :	19-51
FUSD BID/CONTRACT No. :	24-72
CONTRACTOR P.O. No. :	805622

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

The original Contract Sum was	$	12,547,405.00
Net change by previously authorized Change Orders	$	17,160.87
The Contract Sum prior to this Change Order was	$	12,564,565.87
The Contract Sum will be adjusted by	$	16,491.20
The new Contract Sum, including this Change Order will be	$	12,581,057.07
The Contract Completion date prior to this Change Order was		10-Aug-25
The Contract Time will be adjusted by	0	
The new Contract Completion date, including this Change Order is therefore		10-Aug-25

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

Recommended by:

PBK Architects
7790 N. Palm Ave
Fresno, CA 93711
ARCHITECT/ENGINEER:

By: Michael Schoen, AIA

Date: 4/14/25

Accepted by:

Marko Construction
3675 E. Jensen Ave
Fresno, CA 93725
CONTRACTOR:

By: Jason Tenty

Date: 4/15/25

Authorized by:

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

By: Alex Belanger | Chief Executive

Date: 4/24/25

Fresno Unified School District

CHANGE ORDER

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

Item 3-1

DESCRIPTION OF CHANGE:

In the course of construction, an unknown underground concrete encased electrical duct bank was encountered. It was necessary to investigate. A total of $1,373.35 will be used from the Unknown/Unforseen Allowance.

REASON FOR CHANGE:

The unknown electrical duct back need to be investigated as it conflicted with the new gym footing.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COIR 008, PCO 10.1, OTP 013

Amount of this Change Order Item:	**Increase**	**$0.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-2

DESCRIPTION OF CHANGE:

Add badminton equipment procurement and in-ground sleeves.

REASON FOR CHANGE:

The project documents did not include the required badminton equipment.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

COIR 009, PCO 16.2, Bulletin 12

Amount of this Change Order Item:	**Increase**	**$14,228.50**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-3

DESCRIPTION OF CHANGE:

Re-route exisiting sewer line at the North East side of the new gym. A total of $36,775.40 will be used from the Unknown/Unforeseen Allowance.

REASON FOR CHANGE:

An unknown sewer line was encountered in the course of the construction. This sewer runs through the footprint of the gymnasium and must be re-routed around the footprint.

Fresno Unified School District

CHANGE ORDER

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 010, PCO 8.1, OTP 009, RFI 55

Amount of this Change Order Item:	**Increase**	**$0.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-4

DESCRIPTION OF CHANGE:
Re-route existing water line out of the footprint of the new gym. A total of $30,869.63 will be used from the Unknown/Unforeseen Allowance.

REASON FOR CHANGE:
During the course of construction, an unknown water line was discovered. It was necessary to reroute the water line out of the footprint of the new gym.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 011, PCO 14.2, OTP 010, RFI 58

Amount of this Change Order Item:	**Increase**	**$ - $0**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Item 3-5

DESCRIPTION OF CHANGE:
Add termite control for the new gym.

REASON FOR CHANGE:
The project documents did not include the required termite control for the new gym.

CHANGE CATEGORY:
Designer E & O.

DOCUMENT REFERENCE:
COIR 012, PCO 17.2, Bulletin 11, RFI 85

Amount of this Change Order Item:	**Increase**	**$ 2,262.70**
Time adjustment by this Change Order Item:	**Increase**	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 16,491.20**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**0 DAYS**

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

Fresno Unified School District

Facilities Management & Planning

Project Financial Summary

Project Name: McLane Aux Gym

DSA #: 02-118542

BID #: 24-72

Date: 4/24/25

Contractor: Marko

Architect: PBK

Change Order: 3

Contract Summary:

Bid Award Amount(s)

Base Bid:	New Gymnasium	$ 12,297,405.00
Allowance:	Allowance for unknown/unforeseen underground utility encounters performed on time and material basis.	$ 250,000.00
Total Agreement Amount:		$ 12,547,405.00

Contract Adjustments:

Total Contract Amount $ 12,547,405.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #001	$ 13,424.61	$ -	$ -	$ -	$ -	$ 13,424.61
CO #002	$ 3,736.26	$ -	$ -	$ -	$ -	$ 3,736.26
CO #003	$ -	$ -	$ -	$ 16,491.20	$ -	$ 16,491.20
Totals:	**$ 17,160.87** 0.1%	**$ -** 0.0%	**$ -** 0.0%	**$ 16,491.20** 0.1%	**$ -** 0.0%	**$ 33,652.07**

$ 33,652.07 0.3%

Total Contract Amount with Adjustments **$ 12,581,057.07**

Allowance for unknown/unforeseen underground utility encounters performed on time and material basis. $ 250,000.00

Allowance Adjustments:	Unknown, unforeseen, hidden	Total
CO #001	$ 51,974.52	$ 51,974.52
CO #002	$ 10,432.85	$ 10,432.85
CO #003	$ 69,018.38	$ 69,018.38
Totals:	**$ 131,425.75**	$ 131,425.75

Total Remaining Allowance Amount with Adjustments **$ 118,574.25**

Fresno Unified School District

CHANGE ORDER

PROJECT NAME:
Fresno High School Scoreboards

CHANGE ORDER No. : 001

DSA File No. :

Application No. : 02-121278

CONTRACTOR :
Flouresco Services LLC
4048 E Superior Ave
Phoenix, AZ 85040

DESIGNER'S PROJECT No. : 222-0387

FUSD BID/CONTRACT No. : 24-73

CONTRACTOR P.O. No. : 805913

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

The original Contract Sum was	$	273,856.00
Net change by previously authorized Change Orders	$	-
The Contract Sum prior to this Change Order was	$	273,856.00
The Contract Sum will be adjusted by	$	13,656.00
The new Contract Sum, including this Change Order will be	$	287,512.00
The Contract Completion date prior to this Change Order was		8-Oct-24
The Contract Time will be adjusted by		143 Calendar Days
The new Contract Completion date, including this Change Order is therefore		28-Feb-25

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

Recommended by:

Blair, Church & Flynn
451 Clovis Ave Suite 200
Clovis, CA 93612

ARCHITECT/ENGINEER:

By: Zachary Hockett, PE

Date: 03/14/2025

Accepted by:

Flouresco Services
4048 E. Superior Ave
Phoenix, AZ 85040

CO

Digitally signed by Greg Chavez
DN: cn=Greg Chavez, c=US, o=Fluoresco Services, ou=Phoenix, email=gchavez@fluoresco.com
Date: 2025.03.21 10:45:19 -07'00'

By: Gary Gryder

Date:

Authorized by:

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

OWNER:

By: Alex Belanger | Ops, Chief Exec.

Date:

Fresno Unified School District

CHANGE ORDER

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

Item 1-1

DESCRIPTION OF CHANGE:
Revise the model number of both scoreboards to BA9220ABG

REASON FOR CHANGE:
The change was requested to maintain consitient scoreboard models at both Fresno & Hoover High School

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
COIR 01

Amount of this Change Order Item:	**Increase**	**$7,204.00**
	Increase	0 Days

Item 1-2

DESCRIPTION OF CHANGE:
Reinforce unstable soil to allow for proper drilling of scoreboard footings.

REASON FOR CHANGE:
Soil was discovered to be unstable when the contractor initially drilled for footings.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 02

Amount of this Change Order Item:	**Increase**	**$ 6,452.00**
Time adjustment by this Change Order Item:	**Increase**	0 Days

Fresno Unified School District

CHANGE ORDER

Item 1-2

DESCRIPTION OF CHANGE:
Add 143 calendar days to contract duration. FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the contract or applicable law. No compensation is due to contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:
Contract time extension to accommodate minor project close-out activities

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
COIR 03

Amount of this Change Order Item:	**Increase**	$ -
Time adjustment by this Change Order Item:	**Increase**	143 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$ 13,656.00**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**143 DAYS**

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

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: Fresno High School Varsity Baseball and Softball Scoreboards
DSA #: 02-121278
BID #: 24-73

Date: 03/14/25
Contractor: Flouresco Services
Architect: Blair, Church, & Flynn
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	273,856.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	**$**	**273,856.00**

Contract Adjustments:

Total Contract Amount $ 273,856.00

Contract Adjustments:	District Requested		Governing agency req'd change post-bid		Unknown, unforeseen, hidden		Designer E & O		District/Designer		Total			
CO #001	$ 7,204.00		$ -		$ 6,452.00				$ -		$ 13,656.00			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
	$ -		$ -		$ -		$ -		$ -		$ -			
Totals:	**$ 7,204.00**	3%	**$ -**	0%	**$ 6,452.00**	2%	**$ -**	0%	**$ -**	0%	**$ 13,656.00**		**$ 13,656.00**	5.0%

Total Contract Amount with Adjustments **$ 287,512.00**

Fresno Unified School District
Preparing Career Ready Graduates

Change Order

PROJECT NAME:
FUSD Burroughs Elementary Playground Replacement

CHANGE ORDER No. :	02
DSA File No, :	10-48
Application No.:	02-122311

CONTRACTOR:
Harris Development Corp, dba HBC Enterprises

DESIGNER'SPROJECT NO. :	2408
FUSD BID/CONTRACT NO.	24-94A
CONTRACTOR P.O. NO. :	2501344

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

The original Contract Sum was	$669,475.00
Net change by previously authorized Change Orders	$10,940.70
The Contract Sum prior to this Change Order was	$680,415.70
The Contract Sum will be adjusted by	$30,659.74
The new Contract Sum including this Change Order will be	$711,075.44
The Contract Completion date prior to this Change Order was	9/9/2024
The Contract Time will be adjusted by	(186) Calendar Days
The new Contract Completion date, including this Change Order is therefore	3/14/2025

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

Recommended by:	*Accepted by:*	*Authorized by:*
Darden Architects 6790 N. West Ave Fresno,California 93711	Harris Development Corp, dba HBC Ent	Fresno Unified School District 2309 Tulare Street Fresno CA 93721-
DESIGNER:	***CONTRACTOR:***	***OWNER:***
By: Antonio J. Avila	By: Rob Harris	By: Alex Belanger, Assoc. Sup.
Date: 3/6/2025	Date: 3/9/25	Date: 4/16/25

Change Order

Fresno Unified School District
Preparing Career Ready Graduates

FUSD Burroughs Elementary Playground Replacement
CHANGE ORDER NO.: 02
DATE 3/6/2025
Project No.: 2408

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

Item 02 - 1

DESCRIPTION OF CHANGE:
The concrete pad West of the new playground will be removed and replaced with new SOD and irrigation heads. The
drainage in this area will also be modified to include a dry-well.

REASON FOR CHANGE:
Due to the excessive puddling in this area, a dry-well will be added. In addition, concrete will be replaced with new
landscaping due to the grade difference between existing asphalt and new concrete mow-strip at the playground.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
OTP 004 RFP 002.1

Amount of this Change Order Item:	INCREASE	$26,509.49
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 02 - 2

DESCRIPTION OF CHANGE:
Provide site investigiation for storm drainage.
KC Note 11/8/24 - Plus additional services related to christy box repair or other unforeseen repairs
authorized by district throughout the course of the project.

REASON FOR CHANGE:
It is unknown where storm drain lines are running on site. Site investigation will be performed to ensure there is no
potential flooding at the new playground area.

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:
OTP 003 COR 005

Amount of this Change Order Item:	INCREASE	$4,150.25
Time adjustment by this Change Order Item:	UNCHANGED	0

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

Item 02 - 3

DESCRIPTION OF CHANGE:
Add one hundred and eighty-six (186) calendar days to the contract duration. FUSD and contractor each
acknowledge and agree that the contract remains in full force and effect and nothing in this change order shall
constitute a waiver by FUSD of any or all rights it has under the contractor or applicable law. No compensation is
due to contractor for additional days identified in this change order.

REASON FOR CHANGE:
Due to equipment delays, one hundred and eighty-six non compensable days will be added to the contract.
The new contract completion date is 3/14/2025

CHANGE CATAGORY:
Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

Amount of this Change Order Item:	UNCHANGED	$0.00
Time adjustment by this Change Order Item:	**INCREASE**	**186 Days**

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**$30,659.74**
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	**INCREASE**	**186 Days**

****** End of CHANGE ORDER ***** ***02***

Fresno Unified School District

Maintenance & Operations

Project Financial Summary

Project Name: *Burroughs Elementary Playground Replacement*
DSA #: 02-122311
BID #: 24-94A

Date: 04/01/25
Contractor: HBC Enterprises
Architect: N/A
Change Order: 002

Contract Summary:

Bid Award Amount(s)

Base Bid:	$	669,475.00
Base Bid:	$	-
Additive Alternate 1:	$	-
Additive Alternate 2:	$	-
Additive Alternate 3:	$	-
Additive Alternate 4:	$	-
Total Agreement Amount:	**$**	**669,475.00**

Contract Adjustments:

Total Contract Amount $ 669,475.00

Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total
CO #001	$ -	$ -	$ 6,259.66	$ 4,681.04	$ -	$ 10,940.70
CO #002	$ -	$ -	$ 30,659.74	$ -	$ -	$ 30,659.74
CO #003	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -
Totals:	**$ -** 0%	**$ -** 0%	**$ 36,919.40** 6%	**$ 4,681.04** 1%	**$ -** 0%	**$ 41,600.44**

	$ 41,600.44	6.2%
Total Contract Amount with Adjustments	**$ 711,075.44**	