AGENDA

WEDNESDAY, APRIL 26, 2023

*4:30 P.M. (CLOSED SESSION) *6:15 P.M. (OPEN SESSION)

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

AND

BOARD PRESIDENT ISLAS WILL PARTICIPATE
FROM THE FOLLOWING TELECONFERENCE LOCATION:
OMNI SHOREHAM
2500 CALVERT STREET, NW, WASHINGTON, D.C. 20008
ROOM 222
OPEN TO THE PUBLIC

PURSUANT TO GOVERNMENT CODE SECTION 54953 (B)(2),
ALL ACTION TAKEN DURING THIS TELECONFERENCE MEETING
SHALL BE BY ROLL CALL VOTE

*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 to be processed by the attendant. Please do NOT take a ticket. Also, 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 Board of Education Room is subject to metal detector scanning. The use of metal detectors is approved under Board Policy 5145.12. The following items will not be permitted: 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 the Board President announces the specific agenda item.

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

TRANSLATION SERVICES: Available in Spanish and Hmong in the meeting room upon request.
*4:30 P.M.
OPPORTUNITY for Public Comment on Closed Session Agenda Items.
RECESS for Closed Session to discuss the following:

1. Student Expulsions Pursuant to Education Code Section 35146.
2. Conference with Labor Negotiator - (Government Code Section 54957.6); 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.
   a. Assistant Superintendent
   b. Deputy Executive
   c. Director
   d. Executive Officer
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1)).

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

PLEDGE OF ALLEGIANCE
    Student Board Member Kristen Laus will lead the flag salute.

HEAR Reports from Student Board Representatives
    Hear comments and reports from Student Board Representatives from Bullard High School. Contact person: Dr. Natasha Baker, telephone 457-3731.

HEAR Report from Superintendent

BOARD/SUPERINTENDENT COMMUNICATION

OPPORTUNITY for Public Comment on Consent Agenda Items

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

A-1, APPROVE Personnel List
Included in the Board binders is the Personnel List, Appendix A, as submitted. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3548.

A-2, ADOPT Findings of Fact and Recommendations of District Administrative Board
The Board of Education received and considered the Findings of Fact and Recommendations of District Administrative Panels resulting from hearings on expulsion and readmittance cases conducted during the period since the April 12, 2023, regular Board meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-3, APPROVE Minutes from Prior Meeting
Included in the Board binders are the draft minutes for the March 22, 2023, regular Board meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent Dr. Robert G. Nelson, telephone 457-3884.

A-4, APPROVE Position and ADOPT Job Description Community Schools Coordinator I and APPROVE Revision to the Classified Management 261 Duty Days Salary Schedule for Community Schools Coordinator I
Included in the Board binders are the job description of Community Schools Coordinator I and the Classified Management 261 Duty Days Salary Schedule with Community Schools Coordinator I placement on E-20. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Diversity, Equity, and Inclusion Department budget contingent upon approval of the California Community Schools Partnership Program grant. Contact person: David Chavez, telephone 457-3548.

A-5, APPROVE Revised Classified Hourly Salary Schedule
Included in the Board binders is the Revised Classified Hourly Salary Schedule. This is in accordance with the Side Letter Agreement between Fresno Unified School District and the California School Employees Association and its Fresno White Collar Chapter #125 regarding the parties’ negotiated agreement for salary range adjustments for School Office Managers and School Office Assistants. This reflects grade movements retroactive to November 01, 2022, as follows: School Office Assistant from Grade 22 to Grade 27; School Office Manager – Elementary from Grade 31 to Grade 35; and School Office Manager – Middle from Grade 35 to grade 37. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3548.
A. CONSENT AGENDA – continued

A-6, APPROVE Revised Media Technician/Driver Job Description, Revised Media Production Specialist Job Description and Revised Classified Hourly Salary Schedule

Included in the Board binders are the Revised Media Technician/Driver job description and the Revised Classified Hourly Salary Schedule. This is in accordance with the Side Letter Agreement between Fresno Unified School District and the California School Employees Association and its Fresno White Collar Chapter #125 regarding the parties’ negotiated agreement to revise the job description and job title of Media Technician/Driver to Photographer/Media Technician/Driver with grade movement from Grade 41 to Grade 42, and the Media Production Specialist job description with grade movement from Grade 43 to Grade 44. This reflects grade movements retroactive to February 22, 2023. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Communications Department budget. Contact person: David Chavez, telephone 457-3548.

A-7, APPROVE Addendum to Agreement with California Teaching Fellows Foundation

Included in the Board binders is an addendum to the agreement with California Teaching Fellows Foundation. The Extended Learning Department and California Teaching Fellows Foundation agree to modify the total amount of the contract to include an additional $1,100,000 to increase tutoring services as part of the expansion of after-school programs. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $3,600,000 are available through the Expanded Learning Opportunities Program budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-8, APPROVE Addendum to Agreement with Crowe, LLP.

Included in the Board binders is an updated agreement with Crowe, LLP. to provide external auditing services for fiscal years 2021/22 through 2025/26. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Unrestricted General Fund as appropriate. Contact person: Patrick Jensen, telephone 457-6226.

A-9, APPROVE Addendum to Agreement with the Law Office of Rick Jensen

Included in the Board binders is an addendum to the agreement with the Law Office of Rick Jensen for the provision of subrogation services related to Risk Management, Workers’ Compensation, and Health Internal Services funds. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $90,000 are available in the district’s Liability and Workers’ Compensation Internal Service funds. Contact person: Patrick Jensen, telephone 457-6226.
A. CONSENT AGENDA – continued

A-10, APPROVE Agreement with Benedict College
Included in the Board binders is an agreement with Benedict College. The district and Benedict College jointly support the fulfillment of dual credit coursework for high school students. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $16,835 are available in the College and Career Readiness budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-11, APPROVE Agreement with BLDG Services
Included in the Board binders is an agreement with BLDG Services. The district needs collaborative space and to access multiple conference rooms for meeting regularity. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $113,665 are available in the Chief Academic Officer budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-12, APPROVE Agreement with the City of Fresno Parks, After School, Recreation and Community Service Department
Included in the Board binders is an agreement with the City of Fresno Parks, After School, Recreation and Community Service (PARCS) Department. PARCS will provide 5,000 2,200 swim lessons to our district students at seven high schools (Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, Sunnyside) through June 30, 2023 for up to three week in June. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $3150,000 are available in the Expanded Learning Opportunities Program budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-13, APPROVE Agreement with Fairbank, Maslin, Maullin, Metz & Associates (FM3) to Conduct a Community Survey Regarding Potential Bond Measure
Included in the Board binders is a proposal from Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. The proposed survey will provide responses from likely voters regarding a potential bond. FM3 proposes to develop the questionnaire, conduct interviews in two languages, and provide data, analysis and consultation at a cost not to exceed $47,750. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $47,750 are available in the General Fund. Contact person: Patrick Jensen Paul Idsvoog, telephone 457-6226 3134.

A-14, APPROVE Agreement with J. Graham, Inc.
Included the Board binders is a renewal agreement with J. Graham, Inc. to conduct claims audits on the district’s PPO Medical plans, Delta Dental PPO plan, Halcyon Behavioral mental health, and substance abuse plan, and PhysMetrics acupuncture and chiropractic plan. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $72,000 are available in the Internal Service Health fund. Contact person: Patrick Jensen, telephone 457-6226.
A. CONSENT AGENDA – continued

A-15, APPROVE Agreement with Moreno Institute, LLC.
Included in the Board binders is an agreement with Moreno Institute, LLC. Moreno Institute, LLC. will partner with the College and Career Readiness/Extended Learning Department to provide after-school arts and literacy support during Summer Academy 2023 at up to 76 elementary and middle schools. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $902,538 are available in the Extended Learning Opportunities Program budget. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-16, APPROVE Award of Bid 23-34, Roosevelt High School Interim Housing
Included in the Board binders is information on Bid 23-34, Roosevelt High School Interim Housing. The project is for the installation of two interim housing portable buildings. The new portables will serve as interim housing during the forthcoming administration building modernization and subsequent west hall and library modernizations. Staff recommends award to the lowest responsive, responsible bidder: Ardent General, Inc., (Fresno, California) $633,000. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $633,000 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Request for Proposals 23-37, Ready to Serve Pizza with Site Delivery Services
Included in the Board binders is information on Request for Proposal 23-37, Ready to Serve Pizza with Site Delivery Services to establish fixed pricing for ready-to-serve, individual size, whole grain pizza with site delivery services to elementary, middle, and high schools to serve during after-school programs. Staff recommends award of Schedule A to the best value vendor: Buster Enterprises (Fresno, California) $1,373,320. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $1,373,320 are available in the Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-18, APPROVE Use of Individual Piggyback Contracts
Included in the Board binders is a piggyback contract for use during the remainder of fiscal year 2022/23 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to portable buildings. Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The Superintendent recommends approval. Fiscal impact: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis. Contact person: Paul Idsvoog, telephone 457-3134.
A. CONSENT AGENDA – continued

A-19, APPROVE Proposed Revisions for Board Bylaws
Included in the Board binders are proposed revisions for the following five Board Bylaws (BB) and one Exhibit (E):

- BB 9250 Remuneration, Reimbursement, and Other Benefits
- BB 9270 Conflict of Interest
- BB 9320 Meetings and Notices
- BB 9322 Agenda/Meeting Materials
- BB 9323.2 Actions by the Board
- E 9323.2 Actions by the Board

These revisions meet the California School Boards Association recommendations and best practices. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O’Connor, telephone 457-3838.

A-19a, APPROVE Agreement with High Performance Academy, LLC.
Included in the Board binders is an agreement with High Performance Academy, LLC. High Performance Academy, LLC will provide families with Summer Camp awareness and registration support at individual elementary schools to promote the participation of students in the 2023 Summer Camp opportunities. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of $65,925 are available through the Expanded Learning Opportunities program. Contact person: Dr. Natasha Baker, telephone 457-3731.

A-20, RATIFY Change Orders
Included in the Board binders is information on Change Orders for the following projects:

Bid 22-01, Addams Elementary School Building Additions and Modernization Change Order 6 presented for ratification: $34,540.

Bid 22-15, Edison High School Multipurpose Room HVAC Replacement Change Order 1 presented for ratification: $20,823.

Bid 22-21, Francine and Murray Farber Educational Campus Change Order 4 presented for ratification: $540,090.

Bid 22-36, Malloch Elementary School Playground Replacement Change Order 1 presented for ratification: $8,488.

A. CONSENT AGENDA – continued

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of $511,498 are available in the Measure M Fund for Bids 22-01, 22-21, 22-36 and 22-40 and $20,823 is available in the School Facilities fund for Bid 22-15. Contact person: Paul Idsvoog, telephone 457-3134.

A-21, RATIFY the Filing of a Notice of Completion

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

Bid 22-36, Malloch Elementary School Playground Replacement

The Superintendent recommends ratification. Fiscal impact: Retention funds are released in accordance with contract terms and California statutes. Contact person: Paul Idsvoog, telephone 457-3134.

END OF CONSENT AGENDA
(ROLL CALL VOTE)

B. CONFERENCE/DISCUSSION AGENDA

*6:45 P.M.
B-22, PRESENT and DISCUSS Sixth Grade Camp Clothing and Supplies
Staff will present "Sixth Grade Camp Clothing and Supplies," which outlines the Department of Student Engagement's efforts to provide necessary items and support for a successful outdoor education experience. The department collaborates with school sites to provide clothing, toiletries, and bedding, and works with Project Access to remove any barriers to enhance the learning experience at sixth grade camp. Fiscal impact: There is no fiscal impact at this time. Contact person: Dr. Natasha Baker, telephone 457-3731.

*7:00 P.M.
B-23, PRESENT and DISCUSS the Initial Proposal for the 2023/24 Budget
At the January 25, 2023, Board of Education meeting the 2023/24 Governor's Proposed Budget and the district’s preliminary strategic budget development was discussed. On April 26, 2023, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.
UNSCHEDULED ORAL COMMUNICATIONS
Individuals who wish to address the Board on topics within the Board’s subject matter jurisdiction, but not listed on this agenda may do so at this time. If you wish to address the Board on a specific item listed on the agenda, you should do so when that specific item is called. Individuals shall submit a speaker card specifying the topic they wish to address. The card must be submitted before the Board President announces unscheduled oral communications.

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

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

D. ADJOURNMENT

NEXT SCHEDULED MEETING
WEDNESDAY, MAY 10, 2023
Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 26, 2023

AGENDA ITEM A-1

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Personnel List

ITEM DESCRIPTION: Included in the Board binders is the Personnel List, Appendix A, as submitted.

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

PREPARED BY: Manjit Atwal,
Executive Director

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

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

SUPERINTENDENT APPROVAL:
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 2022-2023.

### ELECTIONS

#### Classified Personnel

<table>
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<tr>
<th>ID</th>
<th>Last Name</th>
<th>First Name</th>
<th>Position</th>
<th>School</th>
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<td>Olga</td>
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#### Management Classified

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<td>Mai</td>
<td>Analyst, General</td>
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### RESIGNATIONS OR RETIREMENTS

#### Certificated Personnel

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**Classified Personnel**

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**Management Certificated**

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**LEAVE REQUEST**

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## R39-MONTH REEMPLOYMENT RIGHTS

### Classified Personnel

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### Promotions

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AGENDA ITEM A-3

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Minutes from Prior Meeting

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the March 22, 2023, Board of Education regular meeting.

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

PREPARED BY: Ambra O'Connor,
Chief of Staff

DIVISION: Superintendent’s Office
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:
MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
March 22, 2023
Fresno Unified School District, Education Center, 2309 Tulare Street, Fresno, CA 93721.

At a Regular Meeting of the Board of Education of Fresno Unified School District, held on March 22, 2023, there were present Board Members Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas. Superintendent Dr. Nelson was also present. Board Member Davis was absent.

Board President Islas CONVENED the Regular Board Meeting at 4:37 p.m.

For the record, Board Member Thomas arrived at 4:48 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

For the record, the Board received nineteen (19) requests to address the Board on Closed Session items. The individual’s name along with a summary of topic is as follows:

1. Patricia Renfro: Provided overview of topics that people might speak on, as follows: teacher transfers, displeasure with bargaining session, teachers seen as the problem not the solution, managements lack of action, dangerous bathrooms, violence on campus, Edgenuity undermining work of teachers, not enough pay, more work than can be done in a day, pointless meetings, no data to support 300+ initiatives, top down ILT program, frustration and disconnect between classroom and management.

2. Taylor Vizthum: Commented on disappointment with Monday's bargaining session. Commented the district bargaining team would not acknowledge the good work of teachers.

3. Robert Hayes: Shared personal thought of district treating teachers as data or statistics and not as humans. Requested to be treated with respect. Commented the designated ELD plan is poor and will not work on high school campuses.

4. Alisha Dunlop: Commented Edison neighborhood elementary schools do not have the same access to music instruction as other sites around the district.

5. Zayen Ferguson: Spoke as a student from Edison High School and commented on Edgenuity. Feels the course does not reflect the spirit of education and is not an effective way of learning.

6. Michele Mazzei: Shared personal feeling of being moved from teaching Art I to teaching Edgenuity. Shared concerns about the ease of cheating with Edgenuity.
OPPORTUNITY for Public Comment on Closed Session Items - continued

7. Phill Peele: Commented on struggles students face when using Edgenuity as the program does not teach students to study or discipline themselves in preparation for college.

8. Felicia Lacy: Shared concern of issues with sanitation at schools. Asked what the role of custodian is and how is the classroom to be cleaned. Commented, often, in the morning notices the classroom has not been vacuumed. Asked if the classroom checkoff sheet posted in classrooms is used and if all items are to be checked off on a weekly basis.

9. Dori Sexton: Commented often the district tells teachers to deal with situations as they are the professionals/adults in the room. Asked, if teachers are the adults in the room, why do they have no authentic voice in the curriculum they teach, why are they not heard when they address student behavior and safety risks posed to students and teachers, why do they have no voice when forced to leave a school to teach at another school.

10. Katreena Baker: Commented on poor conditions of the portables at McLane High School such as, mold, mice, and no air purifier. Commented teachers deserve a safe and healthy work environment to do their work.

11. Dylan Armitage: Commented on several topics such as being stuck in professional development meetings rather than lesson planning or helping students, the low number of veteran teachers, classrooms without a teacher since September. Commented teachers often work beyond eight hours and it falls on them to make sure students receive an education in which teachers will not be paid due to unrecognized work hours.

12. Jasmine Niemetchek: Commented students need social emotional supports now more than ever. Commented some students shared the following: they do not feel comfortable going to teachers or administrators as they fear retribution, a lack of comradery among students, teachers blame without proof, and there is favoritism among race and ethnicity around the district. Commented students should be able to come to school and feel safe and not in fear of being picked on, especially by staff.

13. John Mortimer: Spoke as a student from Edison High School. Commented Edgenuity is a broken program. The online classes do not prepare a student for college or life. Student education is being sacrificed so graduation rates look higher. Asked the district to bring back optional in-person classes.

14. Frederick Oliver: Spoke on student apathy in the classroom and student needs not being met. Commented students do not participate in class because they know they can take Edgenuity and pass.

15. Alicia Gonzalez: Shared that against her wishes she is being overaged to another site. Shared concerns related to the district cutting an English only class.

16. Randi Parkinson: Commented working conditions for staff impact learning conditions for students.

17. Daniel Moreno: Commented on difficulty of making a living when the cost of living does not match wages, and how this hinders the hiring and retention of qualified staff.
OPPORTUNITY for Public Comment on Closed Session Items - continued

18. Manuel Bonilla: Commented words matter but actions matter more. Commented it is incumbent of the Board to give direction to Superintendent Nelson to give direction to staff to change with the Fresno Teachers Association. The answer is not in more data but in the plan provided by FTA. Requested the Board review the plan.

Board President Islas ADJOURNED the Regular Board Meeting to Closed Session at 5:15 p.m.

For the record, Closed Session extended to 6:20 p.m.

For the record, Closed Session extended to 6:35 p.m.

For the record, Closed Session extended to 6:45 p.m.

Board President Islas RECONVENCED the meeting to Open Session at 6:46 p.m.

Reporting Out of Closed Session
- There were no report outs for Closed Session.

PLEDGE OF ALLEGIANCE
Paul Idsvoog led the Flag Salute.

HEAR Reports from Student Board Representatives
The Board heard comments/reports from Student Board Representatives from Roosevelt High School.

HEAR Report from Superintendent
- I would like to focus my remarks tonight on two of my highest priorities as Superintendent – literacy and safety.
- While there are so many amazing things happening across Fresno Unified, I want to be clear that our top priority and focus is on literacy of our students. Literacy is the foundation of all other academic success and is the most important work we do as a school district. Teaching and learning is always a topic in our Executive Cabinet, but over the last few weeks our instructional team has taken us on a deeper dive to support our district’s focus on ensuring our students are reading and writing on grade level by the end of first grade. We dug deep into learning differences and standards in Prekindergarten (PreK) to Transitional Kindergarten (TK) to Kindergarten to First grade. This week we visited Storey Elementary to see best practices in action, visiting several PreK, TK, Kindergarten, and First grade classrooms. The work of our teachers, our leaders, and our instructional team made evident that with the right support, the right leadership, and the right focus – our goal of developing strong readers by the end of first grade is achievable.
HEAR Report from Superintendent – continued

- But we cannot do it alone. We need our families to join us in these efforts by enrolling your students now in TK and Kindergarten and enrolling your students in PreK when enrollment opens in April. What our kids are learning in PreK is so different than what they learn in TK and then in kindergarten and onto first grade. PreK, TK, and kindergarten should NOT be treated as optional and are so much more important to building strong readers and writers than many understand. It was clear to all of us as we visited classrooms that students who engage in early learning through PreK and TK progress and succeed in kindergarten and first grade faster than their peers who have no early learning engagement. So please families, don’t wait and please do NOT skip PreK and TK for your kids. If your child turns 3 or 4 before December 2, they are eligible to enroll in PreK for the 2023/24 school year when registration opens on April 1. If your child turns 5 between September 2 and April 2, they are eligible to enroll now for Transitional Kindergarten and if they turn 5 before September 2, they are eligible to enroll now for kindergarten in the 23/24 school year. By ensuring our kids build their pre-reading skills in PreK and TK, we KNOW they can become strong readers and writers in kindergarten and first grade – setting them up for continued academic success through their K-12 journey.

- Tonight, you’ll also get a chance to hear from our fantastic educators at Fresno High, regarding their concerns about safety on their school campus. Safety on all our campuses and across the district is a top priority for me and I think we can all agree that school safety has changed drastically over the last decade or so with the rise social media and school threats while a youth mental health crisis has been growing across our nation. We look forward to tonight’s presentation and our upcoming Board workshop on Safety next week.

- At next week’s Board workshop, you’ll get a holistic overview of safety including campus safety, safety through prevention and intervention, and safety through classroom management. Our teams have been working throughout this school year to gather feedback from our school sites, our campus safety assistants, and from our students to use in developing our budgets and structures to support a holistic approach to safety for our students and staff moving forward. I’m grateful to our teams for soliciting this feedback and engagement and for visiting and reaching out to other comparable and neighboring districts to learn. The good news in learning from other districts is we are at the forefront of reimagining safety in K-12 districts, and the bad news is that by being at the forefront that means we are the trailblazers and there’s not a lot to gather from other districts who are grappling with the same issues we are facing.

- One foundation in transforming the safety of our students and staff is crystal clear to me – each and every one of our employees and our students play an integral role in safety. There is no one department, one position, one school, or one leadership team that “owns” safety – we all must play our part to build environments and culture inside and outside of the classroom to support safety at Fresno Unified. With that being said, let’s look at this great collaboration of students, site leaders, teachers, classified staff, and district leaders to put a stop to sexual harassment.
HEAR Report from Superintendent – continued

- Congratulated everyone involved in the making of this video. I join you all in shouting, “Don’t put up with it, put a stop to it!”
- Before I end my remarks, I would like to invite our leaders and our community to join us at Fresno Adult School next week on March 31 from 1:00 p.m. – 3:00 p.m. The team will be hosting a celebration for Cesar Chavez Day and unveiling a new mural in his honor. I also want to congratulate Board President Islas on being named the 2023 Woman of the Year for the 31 State Assembly District by Assemblymember Dr. Joaquin Arambula. Such a well-deserved recognition of your continued work to support our students and community at large.

BOARD/SUPERINTENDENT COMMUNICATIONS

Board Members had the opportunity for Board/Superintendent communications. A summary is as follows:

**Student Member Laus:** Thanked Fresno Unified Title IX Coordinator, Brian Wall for his work and specifically for speaking to Sunnyside students about gender rights and equality. Provided a shout out to students Emily Dye and Avery Thompson who are nominated to lead a team in the Leukemia and Lymphoma Society’s 2023 Student Visionaries of the Year campaign.

**Clerk Wittrup:** Congratulated Board President Islas for receiving Woman of the Year award. Thanked Superintendent Nelson for the focus on literacy. Commented it is important and a game changer for the community, to see PreK and TK students ready to read is very exciting and can’t wait to see this work in our district. Thanked Alex Belanger for the board communication on the Bullard fence. The project is moving forward, and I am excited to see the safety features such as single point of entry at main office and automatic exit gates that close and lock. Principal Torigian has been hard at work gathering feedback from staff, students, the community, and the school site council. If everything goes well completion will be August 2024.

**Student Member Aquino:** Thanked Wendy McCulley and Deputy Superintendent Her for speaking at Hoover High School. Their talks in honor of Black History and Women’s History impacted students in the most positive way. Encourage Board Members and staff to take time to visit sites and talk with students, as their voices are important.

**Member Levine:** Congratulated the Community Schools team, Carlos Arredondo and Linda Hoff. They reached a milestone in their work as they applied to the state for five community schools and are waiting to hear if approved. Expressed excitement about the potential of this work and talks of expansion and hope to have an element of a community school at all campuses.
BOARD/SUPERINTENDENT COMMUNICATIONS-continued

Board President Islas: Shared congratulations and words of thanks as follows: Ewing Elementary had twenty-nine (29) students meet reclassification criteria and as a former English learner she couldn’t be prouder. Turner Elementary had a beautiful mural completed and encourage folks to visit Turner to see mural. Huge shout out to Principal Teshami Reid at Addicott Elementary, where some of the district’s most vulnerable students attend, she and school team have done a phenomenal job of celebrating wonderful things such as Hmong celebration with Duncan students, a Valentine’s Day dance, a Black History Month celebration with King Elementary African American dancers, and it is very meaningful to the Addicott students and their families. Announced McLane will hold an Open House and Wellness Fair on March 27 from 5:00 p.m. to 7:00 p.m. Shout out to Patino Entrepreneurial School, it is one of the jewels of our district, and students get to do some phenomenal projects. Bloomberg Beta has come, and entrepreneurs have provided feedback on student ideas and proposals.

OPPORTUNITY for Public Comment on Consent Agenda Items
For the record, the Board received zero requests to address the Board on the Consent Agenda.

On a motion by Board Member Thomas, seconded by Board Member Cazares, the Board approved the Consent Agenda by a roll call vote of 6-0-0-1, as follows: AYES: Board Members: Cazares, Jonasson Rosas, Levine, Thomas, Wittrup, and Board President Islas. ABSENT: Board Member Davis.

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

A. CONSENT AGENDA

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

A-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 March 08, 2023, Regular Board Meeting.
A. CONSENT AGENDA – continued

A-3, APPROVE Minutes from Prior Meeting
APPROVED as recommended, the draft minutes for the March 08, 2023, Regular Board Meeting.

A-4, ADOPT Resolution 23-40, Vehicle Procurement Delegation
ADOPTED as recommended, Resolution 23-40, Vehicle Procurement Delegation to approve the procurement of specialty vehicles required for various operational and student transportation uses.

A-5, APPROVE Position and Adopt Job Description Coordinator I – Human Resources and Classified Management Salary Schedule 261 Duty Days
APPROVED and ADOPTED as recommended, job description of Coordinator I – Human Resources and the Classified Management 261 Duty Days Salary Schedule with Coordinator I – Human Resources placement on E-20.

A-6, APPROVE Position and ADOPT Job Description Coordinator, Farm to School and Classified Management Salary Schedule 261 Duty Days
APPROVED and ADOPTED as recommended, the job description of Coordinator, Farm to School and the Classified Management 261 Duty Days Salary Schedule with Coordinator, Farm to School placement on E-15.

A-7, APPROVE Fiscal Agent Change for the After School Education and Safety and 21st Century Community Learning Center Program
APPROVED as recommended, the Fiscal Agent Change for 39 site-based after school programs from Fresno County Superintendent of Schools to Fresno Unified beginning in the 2023/24 fiscal year with the After School Education and Safety and 21st Century Community Learning Center grants.

A-8, APPROVE Appointment to Citizens’ Bond Oversight Committee
APPROVED as recommended, appointment recommendations to the Citizens’ Bond Oversight Committee.

A-9, APPROVE Agreement with K-12 Insight
APPROVED as recommended, an agreement with K-12 Insight to provide the Let’s Talk customer service communication platform.

A-10, APPROVE Agreement with Bright Morning Consulting
APPROVED as recommended, an agreement with Bright Morning Consulting. The agreement will allow the consultants to provide The Art of Coaching workshops to all co-administrators and Coaching for Equity workshops to a group of principals and district leaders.

A-11, APPROVE Agreement with Fresno Pacific University Center for Community Transformation
A. CONSENT AGENDA – continued

APPROVED as recommended, agreement with The Fresno Pacific University Center for Community Transformation to complete a comprehensive asset and needs assessment by convening a series of Listening Tours.

A-12, APPROVE Agreement with ProSolve for 2022/23 Summer Academy APPROVED as recommended, an Agreement with ProSolve. ProSolve will provide QUEST curriculum for the 2022/23 Summer Academy.

A-13, APPROVE Agreement with RSS Consulting for New School Bond 2024 Equity-Based Facilities Planning APPROVED as recommended, an agreement between RSS Consulting, LLC (RSSC) and Fresno Unified School District for New School Bond 2024 Equity-Based Facilities Planning.

A-14, APPROVE Addendum to Agreement with Adjua Ngeena Kembah McNeil APPROVED as recommended, an addendum to the existing agreement with Adjua Ngeena Kembah McNeil. The addendum is in the amount of $25,000 and will support additional services necessary for the expansion of African American Academic Acceleration Afterschool programs to eighteen elementary school sites.

A-15, APPROVE Amendment to Agreement with Shaw HR Consulting APPROVED as recommended, an amended agreement with Rachel Shaw HR Consulting to provide Americans with Disability Act (ADA) consulting and training through June 30, 2023.

A-16, APPROVE Renewal Agreement with Marsh & McLennan Agency APPROVED as recommended, a renewal service agreement with Marsh & McLennan Agency for the provision of insurance consulting and brokerage services.

A-17, APPROVE Property, Liability, and Cyber Insurance for 2023/24 APPROVED as recommended, a summary of quotes received from the district’s insurance broker, Marsh & McLennan Agency, for the district’s various forms of insurance coverage.


A-19, APPROVE Award of Bid 23-28, Bullard High School Pool Heater Replacement APPROVED as recommended, information on Bid 23-28, to replace the existing gas-fired pool heaters, pool system controller and auto-fill system with new heaters, pool system controller and auto-fill system.
A. CONSENT AGENDA – continued

A-20, APPROVE Award of Request for Proposal 23-20, Nutrition Center Production Line Equipment
APPROVED as recommended, Request for Proposals (RFP) 23-20, Nutrition Center Production Line Equipment, to replace and/or upgrade production line equipment at the Nutrition Center.

A-21, APPROVE Vendor Designation Per Request for Qualifications 22-09, Extended Learning Enrichment Services
APPROVED as recommended, Vendor Designation per Request for Qualifications 22-09, Extended Learning Enrichment Services.

A-22, APPROVE Award of Request for Qualifications 23-30
APPROVED as recommended, information on Request for Qualifications 23-30, to qualify vendors in the categories of Curriculum, Professional Learning, Indirect/Direct Student Services, and Personalized Learning Initiative Services.

A-23, DENY Claim GL22-1028-8613
DENIED as recommended, Claim for Damages by a minor, case GL22-1028-8613.

A-24, RATIFY Agreement with Doubletree Hotel for Classified Development Training
RATIFIED as recommended, an agreement with Doubletree Hotel for the Classified Professional Development Conference, Spring 2023.

A-25, RATIFY Change Orders
RATIFIED as recommended, information on Change Orders for the projects as follows:

- Bid 22-01, Addams Elementary School Building Additions and Modernization
  Change Order 4 presented for ratification $13,020
  Change Order 5 presented for ratification $6,317

- Bid 22-13, Hoover High School Gym, Locker Room, and Music Building HVAC Equipment Replacement
  Change Order 1 presented for ratification $76,409

- Bid 22-21, Francine and Murray Farber Educational Campus
  Change Order 3 presented for ratification $130,009
B. CONFERENCE/DISCUSSION AGENDA

B-26, PRESENT and DISCUSS Safety Concerns at Fresno High School

Anoush Ekparian and Jose Sandoval with students from Fresno High School talked to the Board about the need for more social emotional support for students at Fresno High School.

Students shared how they felt during an incident that took place at Fresno High School involving an explosive device in the C21 stairwell, as well as information regarding student conduct often happening in the stairwell such as smoking, vaping, fighting, and sexual behavior.

Additionally, Fresno High speakers provided written statements to Board members during the presentation.

OPPORTUNITY for Public Comment
For the record, the Board received zero requests to address the Board on Agenda Item B-26.

For the record, Board Members had comments/questions pertaining to Agenda Item B-26. A summary is as follows:

President Islas: Thanked the Fresno High students and staff for their presentation. Commented Board members do listen and have asked for action. Requested Dr. Marie Williams to share an update on items already moving forward in response to concerns expressed by Fresno High staff and students. Commented the Board has requested more campus security assistants be provided and more cameras be installed and wants everyone to be aware of social emotional investments that are available on site.

Dr. Marie Williams was able to provide clarity as follows:

- Additional cameras are anticipated to be installed by June 2023.
- Additional campus safety assistants will be placed on site as of January 2023.
- Retired substitute administrator placed at site to support students in the reengagement center and other areas.
- Allocated two (2) additional days of social work at site for remainder of school year.
- Working to maximize and leverage social emotional support already at the site.
- Site established an ad hoc committee safety team in January 2023. The team has met twice and will meet again on March 30 for a full-day work session.
• Marcel Woodruff with Fresno Economic Opportunities Commission will begin mentoring students.

**Board President Islas:** Commented there are efforts to meet the initial demands and recognizes and values expansion into co-design opportunities, as that is an area students, staff, and FTA, have consistently asked. Requested Dr. Williams to share how the district is moving forward in co-design opportunities. Dr. Williams was able to provide additional information pertaining to the ad hoc safety committee.

**Member Levine:** Commented this item was scheduled before the incident on Monday but it would be remiss of him if he did not share, he has heard from several of you that were in the building and close to it and the staff that were around. Expressed heartfelt apologies for what you had to go through and the trauma you experienced and the physical pain, I am sorry for that, I can’t imagine how scary that must have been for you.

Respectfully offered his perspective in terms of what has prompted the steps the district is taking, and expressed hope we are all in agreement that steps have been taken but we are nowhere near fully addressing all the needs, as this situation has revealed Fresno High has some unique needs, so as we go through the budget process, we cannot just look at overall student enrollment numbers as if they are the same everywhere, there are unique needs at all of the campuses but very much clearly at Fresno High.

Thanked all present for being so clear. Commented on a reference made “we have fixed it for you” or “we have come up with ideas”; I feel a ton of gratitude for you teachers and students specifically for the time you have taken with me and several of our district leaders over the last few months in being clear on what needs to be done but also very clear on solutions and steps that need to be taken whether that be additional campus safety assistants with more consistent training and oversight, cameras, additional social emotional supports, and many other things. So, all the things Ms. Williams shared in my view are reflective of the input, the wisdom, and the time you took to share. There is a lot we need still need to do and still a lot of concern, but I would hope you all are also feeling some pride in the focus and the passion and persistence you have shown for your school and your fellow classmates and teachers in making sure we have taken some steps in the right direction. I want to thank you for that and acknowledge too that I am not saying we have it all figured out, but I think we are closer to having it figured out because of your leadership and your clarity.

Commented on the program Mr. Marcel Williams will start in terms of identifying students known to be at risk of violence or disruption, I have heard you describe them as the frequent flyers. Marcel is an incredible community leader and I think hopefully it will be a model for many of our schools. We are starting at Fresno High.
because of what you all have specified as a need, I think that alone will have a big impact in terms of being sure the students that need the most receive support. He will work with them, and we will work collectively to make sure whatever is going on in terms of their core needs will be addressed for their sake but also for the sake of the rest of you in terms of you being able to focus on learning in the classroom.

Asked Dr. Williams if one of the cameras scheduled for placement at Fresno High will go in the referenced stairwell, as it is an area of clear, long-standing need. He has heard clearly that we cannot only be reactive in terms of a temporary fix but the steps that we are taking must stay in place. Commented he and fellow colleagues are committed, this is not just a fleeting response, we are on top of this in terms of prioritizing it for the foreseeable future for not only your sake but the future Fresno High students that come after you.

**Board Clerk Wittrup:** Commented to Superintendent Nelson, our primary obligation is to keep our students and staff safe, and I know this Board has made numerous investments in safety, but I don’t think that in and of itself will do the job. I expect a culture of accountability around safety, a sense of urgency, and I have one question I think just speaks to this incident and that is, if everyone at Fresno High knows that stairwell is problematic, why on earth wasn’t there a campus safety assistant stationed there, and I would ask that somebody from our staff answer that question.

Clerk Wittrup asked, if the campus safety assistant is already there, and the stairwell is problematic, and everyone knows it, just like the gate that was always left open in the previous incident, it just makes sense to have somebody there and the fact that they are not there just reinforces this lack of feeling responsible for our safety, for our students safety, and that is what concerns me. I don’t know that buying more cameras and having more campus safety assistants, I mean that all helps but if we don’t use what is logical, if our community knows that this is a problem area, it is not that hard too just be there.

Additionally, Clerk Wittrup commented, if you know there is a dangerous place in your house, you do something about it, you have somebody there, you cover it more. I have worked at schools for thirty-seven (37) years, we know what is going on at our school sites and we know how this all works, why aren’t we giving this our attention and our time to make sure that we are taking care of our kids and our staff. I am talking about this incident not just the general plan and how the campus safety assistants work and all that, I am talking about the sense of urgency and accountability that goes with taking care of our kids and staff every day.

Clerk Wittrup asked if somebody from Fresno High could answer a question posed, what is the district doing well and where are there gaps.

Clerk Wittrup asked to have someone place at the referenced stairwell tomorrow.
**Member Cazares:** Expressed gratitude to the students and to all the teachers in attendance. I know we have heard from your teachers before; and I hope you do not feel any hesitation to ever come to the Board or any of the teachers at Fresno High or any teachers in schools in this district. Thank you for coming, thank you for voicing your concerns, thank you for emailing us, thank you for the letters. I hope you know that I am not here for the money, I am not salaried, nor am I an hourly employee, we get a stipend. I am here for you and my own kid that is in school. We are listening, maybe not doing all the actions that need to be taken 100% but we are trying. We are getting there we sent our Deputy Superintendent a month and a half ago to assess and there are several actions that have been taken, it is not that nothing has been done, it is not that we do not care, it is not that nobody is listening, there is just more that needs to be done. I understand that there is a lot more to be done, that is why you are here today, that is why we are listening, that is why we ask Superintendent Dr. Nelson to continue making these changes that need to get done.

Member Cazares asked who is overseeing the installation of the cameras, is it a site activity and is there any way to start the installation sooner, if the project began in the fall, it should not take this long. If you need our permission to shorten any processes let us know, because our children cannot wait until June, they will not be in school in June. Let us know and we will help you, June is too long to wait. Let us know how we can help you do your job, do your job faster, is there a piggy-back contract we can use, what needs to get done so that these installations start sooner. Do we need to pay an engineer or some electrician overtime to prioritize this project. I do not understand, I have been in construction for twenty-three (23) years now, so I know there are things that can be done to move things faster. Whatever you need from us to get this done faster you have my permission.

Member Cazares commented on the ad hoc committee and the work being done in partnerships. Expressed hope the group will continue to work collaboratively and make teachers and students feel they are part of the solution; and that the district is listening to them. Pointed out there was no mention of parents involved in the ad hoc committee and requested parents be included as a lot of our issues with some of our young ones start at home. A lot of our parents want to get involved in school, a lot of our parents are concerned about our kid’s safety at school, so if there is something that is being done to involve the parents as well, please let me know. Dr. Marie Williams was available to provide clarity.

**Member Thomas:** Thanked Dr. Williams for her hard work. Commented she is in complete unison with colleagues on the Board. Thanked Trustee Cazares for her comments. Requested Dr. Nelson to put this work in hyper speed, Understands the bidding process and requested the deadline be sooner rather than later. Does not want to wait until June and then something else happens and something else. I do not care if we place more campus safety assistants there until we can get
everything else done, do not care what we have to do at this point as I think we have a consensus on this Board that something has to be done quickly before we have something happen that we cannot take back and then we are really sad.

**Board President Islas** requested to interject. Understands that procurement less than fifteen thousand did not need to come before the Board. Asked if this is something that is more than fifteen thousand. Understands the general allocation of $25,000 for the sites, but what the Board is talking about is the urgency of addressing needs immediately for Fresno High, so the additional cameras, one camera in a stairwell, I don’t imagine is more than fifteen thousand dollars and that seems to be an immediate opportunity to address that would not have to come before the Board; similar to when Trustee Cazares asked what can we do to scale the work.

**Member Jonasson Rosas:** Concurred with Board colleagues. This whole camera discussion has my head spinning for a couple of different reasons. One, the district has been installing cameras periodically for years now, isn’t there already a bid in place? It seems in the immediate term there is one camera to be installed and it seems there is a disconnect between equity as some schools have different needs. Will all sites receive the same cameras? It seems there is a disconnect between the district and the sites regarding the best placement of cameras.

Additionally, Member Jonasson Rosas requested clarity pertaining to a comment made that the district pulled a social worker from another area. Asked where support was pulled, I do not want to see support pulled that creates chaos somewhere else. Thanked those in attendance for their bravery and advocacy for their campus. Asked the group to hold the Board accountable and if for some reason the cameras were not in place to come back.

**Member Thomas:** Commented if there is a need to expand camera placement, we need to meet the need. Requested feedback on how this will look and how campus safety assistants will be used. What will it look like on campus. Commented regarding camera quality, I do not want a lower grade camera we lower grade enough. I want to know who I am looking at; what happened, and not speculate.

**Member Jonasson Rosas** requested to interject on the quality of the camera—audio, requested clarity as to if audio is being considered.

**Clerk Wittrup:** Commented, we can do cameras and campus safety assistants and get all the pieces in place but if we don’t have a culture of accountability and responsiveness in real live time it doesn’t matter. We must be responsive and that is on us as a district, as a staff, as a school site, as students, as teachers, and as parents. It is on us to be responsive in real time no matter where those cameras are because everything changes. Kids go all over the place and our responsiveness and our systemic commitment to safety in real time is what will be
the most powerful tool. That is what I am expecting.

Superintendent Dr. Nelson, Dr. Maria Williams, Chief Operations Officer Paul Idsvoog, and Executive Director Amy Idsvoog were available to provide clarity.

Board President Islas announced a more robust conversation will take place on March 28 at 5:00 p.m.

**B-27, DISCUSS and ADOPT Transportation Services Plan**

**OPPORTUNITY for Public Comment**
For the record, the Board received zero in-person or teleconference requests to address the Board on Agenda Item B-27.

On a motion by Board Member Cazares, seconded by Board Member Thomas, the Board approved Agenda Item B-27 by a vote of 5-0-0-2, as follows: AYES: Board Members: Cazares, Jonasson Rosas, Thomas, Wittrup, and Board President Islas. ABSENT: Board Members Davis and Levine.

**B-28, PRESENT and DISCUSS the Overview of Recovery Fund Expenditures**

**OPPORTUNITY for Public Comment**
For the record, the Board received zero requests to address the Board on Agenda Item B-28.

For the record, Superintendent Dr. Nelson commented considering what was discussed previously about leaving things unsaid, people create story when things are left unsaid. There has been dismissive language of late regarding Promethean Boards which the Board graciously agreed to provide. Our Chief Technology Officer Mrs. Lundberg confirmed each of the Promethean Boards has its own computer and IP address and is trackable; to date 93%, 28,3000 are being utilized every day. It is a one-off thing in the totality of this budget but there has been a lot of dismissive talk about that, like we don’t want to provide you resources you are not going to use but to that specific resource 28,3000 are being used daily. That might be different in secondary, it is possible, we will explore, but I don’t want to leave that unsaid.

For the record, Board members had comments/questions pertaining to agenda item B-28. A summary is as follows:

**Member Thomas:** Commented his is the most money in one-time funds the district has seen in the history of education. Requested to see where the district started and where the district is now. Pertaining to ESSR I did we spend it all, is there any left, I want to know where these funds were spent and if there is still money I want to know how much.
Member Jonasson Rosas: Asked if the Arts and Music Blocks grant is in addition to the additional arts and music money? Requested to be part of the planning.

Board President Islas: Requested to correlate requests we have learned about from the last LCAP. For example, school meals were one of the highest rated priorities, I want to be able to see how we are responding to needs as we learn of them. Asked if this is an opportunity for the district to look at remaining available resources and identify where there is an opportunity to address needs already identified by our students and parents, where investments could be made. For example, one request from parents is an interest to move back to scratch cooking on sites; could some of those dollars be used to support more reinvestments in kitchen facilities, to have some food preparation happening at the site. Commented, I think it goes a long way in helping to stimulate children’s appetites. I want to know how we can help to address what has been requested whether it be school meals or social emotional support, or first aid.

Patrick Jensen was available to provide clarity.

C. RECEIVE INFORMATION & REPORTS

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

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received four (4) requests to address the Board during Unscheduled Oral Communications. The individual’s name along with a summary of topic is as follows:

1. Curtis Carlton: Commented negotiations are the worst he has seen, the need for one degree of separation, and opposition to Edgenuity.
2. Marycela Pacheco: Requested staff to investigate school restrooms locked during the day.
4. Tamara Neely: Provided update to the Board regarding the Classified Employee Conference.

D. ADJOURNMENT

Board President Islas ADJOURNEd the meeting at 8:59 p.m.
AGENDA ITEM A-4

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Position and Adopt Job Description Community Schools Coordinator I and Approve Revision to the Classified Management 261 Duty Days Salary Schedule for Community Schools Coordinator I

ITEM DESCRIPTION: Included in the Board Binders are the following:

- Job Description of Community School Coordinator I. This position is responsible for improving student achievement through the effective management of an assigned area(s); plan, organize, and coordinate activities as related to Community Schools programs, communicate and build partnerships with community-based organizations that can provide services to support the social emotional, mental health, curricular and academics needs of students, families and the community; serve as liaison for agencies and programs interested in partnering with the school to provide timely delivery of high quality services to meet the needs of the district; supervise, train, provide clear work direction and evaluate the performance of assigned staff. Works under the direction of the assigned supervisor. This position is designated exempt and placed on E-20 of the Classified Management 261 Duty Days Salary Schedule.

- The Classified Management 261 Duty Days Salary Schedule with Community Schools Coordinator I placement on E-20.

There is a significant need to coordinate and streamline the delivery of student services to ensure students receive the support needed to address their individual academic, social-emotional, and developmental needs. In order to address this need, each participating school will hire a site-specific, full-time Community Schools Coordinator I at the start of the project period. These efforts will significantly improve integrated support services coordination at each participating school.

FINANCIAL SUMMARY: Sufficient funds are available in the Diversity, Equity and Inclusion Department budget contingent upon approval of the California Community Schools Partnership Program Grant.

PREPARED BY: Manjit Atwal, Executive Director
DIVISION: Human Resources
PHONE NUMBER: (559) 457-3713

CABINET APPROVAL: David Chavez, Chief Human Resources
SUPERINTENDENT APPROVAL:
TITLE: Coordinator I, Community Schools

REPORTS TO: Assigned Supervisor

DEPARTMENT: Diversity, Equity & Inclusion

CLASSIFICATION: Management

FLSA: Exempt

WORK YEAR: Varies

BOARD APPROVAL:

SALARY: E-20/Classified Management Schedule

BASIC FUNCTION:
Accountable for improving student achievement through the effective management of an assigned area(s); plan, organize, and coordinate activities as related to Community Schools programs, communicate and build partnerships with community-based organization that can provide services to support the social emotional, mental health, curricular and academics needs of students, families and the community; serve as liaison for agencies and programs interested in partnering with the school to provide timely delivery of high-quality services to meet the needs of the District; supervise, train, provide clear work direction and evaluate the performance of assigned staff. Works under the direction of the assigned supervisor.

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.)

Conduct needs assessments to identify social emotional, mental health, curricular and academic services that are most needed at the school site. E

Work with school leadership team, teachers, Pupil Services and Attendance Counselor, Psychiatric Social Workers, the community, families and agencies to design and implement the identified services at the school site. E

Evaluate services to identify gaps, build on existing supports, monitor outcomes and the effectiveness of partnerships. E

Engage with community-based organizations in partnerships to address critical needs in support of student achievement. E

Review and support Memorandum of Understanding (MOU) as applicable and Service Delivery Applications (SDA) with partners and programs. E

Ensure that service providers are operating within the terms authorized by the Service Delivery Application (SDA) with partners and programs. E

Consult with the service providers on a regular basis concerning service goals, service integration, physical health services, and student progress. E
Initiate, facilitate, and coordinate programs and strategies that support the district-wide community schools initiative. 

Assist directly with information sharing and referral services to maintain an effective referral process to community resources.

Promote, develop, and ensure services are maximized to the extent of their capacity at the school site.

Create and implement the community school-site plan in collaboration with all school stakeholders.

Integrate and align community resources serving the school, including tutoring, primary health, arts, recreation, academic, curricular and other resources identified as partners per the needs assessment and district-wide initiatives.

Utilize applications for local student information such as Atlas, Power BI and other data systems to address student needs including any partnering applications utilized by the District.

Provide coordination of programs during and beyond the school day for students, families, and the community.

Serve as a liaison between the service provider and the school site administrator.

Maintain open communication and cooperative relationships with others, inspire individual and team development, actively participate in meetings, work groups, and support the goals and objectives of the District and the department.

Perform related duties as assigned.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to: Bachelor’s degree in social science, education, math or community services, or a related field and three years’ experience in one or more major student/family support areas, e.g., academic support, mental health, afterschool, youth development, family support of leadership development. Experience working with community organizations preferred. Multi-lingual in Spanish and/or Hmong preferred.

**LICENSES AND OTHER REQUIREMENTS:**

Valid California driver’s license. Completion of ongoing professional development as directed by the supervisor.
KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Planning, organization and direction of the functions of coordination and/or management/administration in an educational and/or human services setting.
The social emotional, mental health, curricular and academic needs of students and families.
Collaboration, meeting facilitation, networking, problem-solving, teambuilding and community-based partnering and networking.
School-based service delivery.
Dashboard, multi-tiered system of support and differentiated assistance.
Applicable laws, codes, regulations, policies and procedures.
Interpersonal skills using tact, patience and courtesy with a diversely skilled workforce.
Organizational skills.
Principles and practices of supervising, training, and providing work direction.
District organization, operations, policies, objectives and goals.
Research methods, report writing techniques and record-keeping techniques.
Principles and practices of effective management techniques.
Oral and written communication skills.
Reading and writing English communication skills.
Microsoft applications.
Modern office practices, procedures and equipment.

ABILITY TO:
Multi-task and work independently with little direction and many interruptions.
Understand and follow complex oral and written instructions and complete assignments in an independent manner.
Apply the principles and techniques of problem solving, teaching and counseling to school situations.
Audit and update a variety of community schools’ needs and programs.
Establish and maintain cooperative, effective and collaborative working relationships with a diverse range of people.
Communicate effectively both orally and in writing.
Communicate using patience and courtesy in a manner that reflects positively on the organizational unit.
Actively participate in meeting District Guiding Principles and outcomes.
Analyze situations accurately and adopt an effective course of action.
Analyze operational problems and recommend and implement program improvements.
Research, analyze, compile and maintain statistical records, and prepare comprehensive statistical reports, analyses and recommendations.
Focus and appropriately allocate resources toward identified goals.
Plan, prioritize and organize work to meet schedules and timelines.
Demonstrate loyalty and high ethical standards.
Apply integrity and trust in all situations.
Maintain confidentiality of sensitive and privileged information.
Learn District organization, operations, policies, objectives and goals.
Learn new or updated web-based systems/computer systems/programs to apply to current work.
Add, subtract, multiply and divide quickly and accurately and perform more complex mathematical equations.
Operate a variety of office equipment including a computer and assigned software.

WORKING CONDITIONS:

ENVIRONMENT: Office environment and indoor and outdoor school site environment; driving a vehicle to conduct work; constant interruptions; contact with dissatisfied individuals; intermittent noise; repetitive activities.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, sitting or standing or walking for extended periods of time; hearing and speaking to exchange information, and make presentations; seeing to read various documents related to assigned activities; dexterity of hands and fingers to operate a computer, other office equipment, and a variety of instructional material; reaching overhead, above the shoulders and horizontally, bending at the waist or kneeling to retrieve supplies, files from cabinets, shelves, lift light objects, or other materials.

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
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### Fresno Unified School District
### Classified Management Daily Salary Schedule 2022-23
### Effective PENDING**
### Management 261 Duty Days*

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*Year: Management Salary Schedule 2022-2023
Salary may be pro-rated based on FTE (<1.0 FTE)

Page 2 of 4

Year 2022-2023
6% increase effective 7/1/2022
Board approved March 22, 2023
### Fresno Unified School District

**Classified Management Daily Salary Schedule 2022-23**

**Effective PENDING**

**Management 261 Duty Days**

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*Salary may be pro-rated based on FTE (<1.0 FTE)*

**Year:** 2022-2023

6% increase effective 7/1/2022

Board approved March 22, 2023
Fresno Unified School District  
Classified Management Daily Salary Schedule 2022-23  
Effective PENDING**

Management 261 Duty Days*

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Duty Year of 261 reflects 228 duty days, 13 holidays plus 20 vacation days

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

A. BONUS ADDITIONS TO PLACEMENT OF BASIC SCHEDULE (ADDITIVE)
Annual $500 for B.A. + 90*
Annual $1000 for M.A. on all classes*
Annual $1500 for Earned Doctorate*
Career Increment of 0.75% each year from the 11th to the 20th year to a total of 7.5% at the 20th year and thereafter.
*Additions are non-cumulative

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

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

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

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

The Mentor/Leadership Coach Increment and the Challenging Assignment Incentive do not fit within the definition of special compensation (2 CCR 571) and therefore are not included in the compensation reported to CalPERS.
AGENDA ITEM A-5

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Revised Classified Hourly Salary Schedule

ITEM DESCRIPTION: Included in the Board Binders is the following:

- Revised Classified Hourly Salary Schedule

This is in accordance with the Side Letter Agreement between the Fresno Unified School District and the California School Employees Association and its Fresno White Collar Chapter #125 regarding the parties’ negotiated agreement for salary range adjustments for School Office Managers and School Office Assistants. This reflects grade movements retroactive to November 01, 2022, as follows:

- School Office Assistants from Grade 22 to Grade 27
- School Office Manager – Elementary from Grade 31 to Grade 35
- School Office Manager – Middle from Grade 35 to grade 37

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

PREPARED BY: Manjit Atwal, Executive Director
DIVISION: Human Resources
PHONE NUMBER: (559) 457-3713

CABINET APPROVAL: David Chavez, Chief Human Resources
SUPERINTENDENT APPROVAL:
### Classified Hourly Salary Schedule

**FRESNO UNIFIED SCHOOL DISTRICT**  
Classified Hourly Salary Schedule  
2022-2023  
Effective January 1, 2023

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<thead>
<tr>
<th>Grade</th>
<th>Title</th>
<th>Job Code</th>
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Year 2022-23  
6% increase effective 7/1/2022  
Board approved PENDING  
Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
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Year 2022-23
6% increase effective 7/1/2022
Board approved PENDING
Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
## FRESNO UNIFIED SCHOOL DISTRICT
### Classified Hourly Salary Schedule
2022-2023
Effective **January 1, 2023**

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**Year 2022-23**
6% increase effective 7/1/2022
Board approved **PENDING**

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
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Year 2022-23
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<td>Software Engineer</td>
<td>W240</td>
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## Classified Hourly Salary Schedule
**2022-2023**
**Effective January 1, 2023**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Title</th>
<th>Job Code</th>
<th>Step 1</th>
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### ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

- **Annual** $500 for BA +90*
- **Annual** $1000 for Master's*
- **Annual** $1500 for earned Doctorate*

*Credit for only one degree will be given

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
AGENDA ITEM A-6

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Revised Media Technician/Driver Job Description, Revised Media Production Specialist Job Description and Revised Classified Hourly Salary Schedule

ITEM DESCRIPTION: Included in the Board Binders are the following:

- Revised Media Technician/Driver Job Description
- Revised Media Production Specialist
- Revised Classified Hourly Salary Schedule

This is in accordance with the Side Letter Agreement between the Fresno Unified School District and the California School Employees Association and its Fresno White Collar Chapter #125 regarding the parties’ negotiated agreement to revise the job description and job title of Media Technician/Driver to Photographer/Media Technician/Driver with grade movement from Grade 41 to Grade 42, and the Media Production Specialist job description with grade movement from Grade 43 to Grade 44. This reflects grade movements retroactive to February 22, 2023.

FINANCIAL SUMMARY: Sufficient funds are available in the Communications Department budget.

PREPARED BY: Manjit Atwal, Executive Director
DIVISION: Human Resources
PHONE NUMBER: (559) 457-3501

CABINET APPROVAL: David Chavez, Chief Human Resources
SUPERINTENDENT APPROVAL:
**FRESNO UNIFIED SCHOOL DISTRICT**  
**Position Description**

**TITLE:** Media Production Specialist  
**REPORTS TO:** Chief Information Officer

**DEPARTMENT:** Communications  
**CLASSIFICATION:** Classified

**FLSA:** Non-Exempt  
**WORK YEAR:** Varies

**BOARD APPROVAL:**  
**SALARY:** G-434/CSEA 125 Salary Schedule

**BASIC FUNCTION:**
Under general direction of an assigned supervisor, assist in the design, development and production of District instructional and promotional television and other media to meet the needs of the District; work with department personnel to produce video presentations and promote District programs; train District staff in the use of technical media equipment to provide high quality education to students.

**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.)

- Coordinate technical operations for airing and web-streaming for Board of Education meetings and District special events; coordinate and schedule televised special events and assigned work to meet the needs of the District; contact the County Office of Education and broadcasting companies as appropriate regarding instructional TV schedules; provide video materials for distribution. **E**

- Design and develop graphic displays for video productions using professional level character generation equipment; assist in the production of instructional programs and produce educational television programs for web-streaming and cable broadcasting for classroom use to meet the needs of staff and students. **E**

- Advise users on the type of media to maximize results; review concepts, develop alternative plans. **E**

- Develop media in various stages of set up including recording material, photography, set and light design and graphic design; efficiently organize, prepare and edit visual aids. **E**

- Design or assist in designing, editing and writing scripts for audio and video presentations in support of student learning; effectively edit media such as presentation programs, illustrations, and videos including tracking, graphics and sound mixing; provide for proper program distribution in a reasonable, timely manner to provide professional services to district staff and outside agencies. **E**

- Organize, catalog and maintain library of in-house produced stock footage and master media
productions; duplicate media productions as required; prepare and maintain records and related reports. E

Coordinate and implement the District’s online video streaming for professional development and communications-related activities; provide in-service training to District staff regarding the use of equipment and production of media presentations to provide high quality education to students. E

Efficiently operate a variety of video equipment and related components; operate desktop video computer system and specialized software; utilize various hand tools as needed. E

Maintain equipment and coordinate equipment repairs in a reasonable, timely manner to meet the needs of the District and community; manage equipment repair budgets as needed. E

Assist in writing publications and documents regarding video production and services to assist in ensuring the financial stability of the District. E

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:
Any combination equivalent to: graduation from high school and specialized training in telecommunications or related field; two years’ experience producing multi-media instructional materials including development, production and editing; BA in Mass Communication Broadcast Journalism or Video Production preferred.

LICENSES AND OTHER REQUIREMENTS:
Valid California driver’s license.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Broadcast video systems.
Basic record-keeping and cataloging.
Oral and written communications skills.
Interpersonal skills using tact, patience and courtesy.
Technical aspects of field of specialty.
Principles of learning as applied to media production.
Basic knowledge of copyright laws.
Proper lifting techniques.
Methods and procedures of operating computers and various software programs.
Correct English usage, grammar, spelling, punctuation and vocabulary.
Proper care and routine maintenance of media center equipment and materials.
ABILITY TO:
Operate broadcast video equipment, photographic and audio, video recording equipment.
Plan, organize, write and edit script material and produce instructional media.
Communicate, understand and follow both oral and written directions effectively.
Establish and maintain cooperative and effective working relationships with a diverse range of people.
Maintain current knowledge of technological advances in the field.
Meet schedules and timelines.
Work independently with little direction.
Work with instructors regarding application of media techniques to their specific teaching assignment.
Operate a computer terminal to enter data and prepare reports.
Observe safe, legal and defensive driving practices
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.
Learn District organization, operations, policies, objectives and goals.

WORKING CONDITIONS:

ENVIRONMENT: Indoor and outdoor work environment; adverse weather conditions; flexible work hours required including early mornings, evenings and weekends.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, sitting for extended periods of time for editing and logging; dexterity to operate camera, editing equipment and computer terminal; walking and standing for extended periods of time; lifting and carrying heavy objects; pushing or pulling hand trucks, dollies and other video production equipment; kneeling, crouching and reaching overhead and above shoulders to set up cameras, lights, cables and other equipment; bending at the waist to lift video production and AV equipment; hearing and speaking to exchange information and make presentations.

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
Position Description

TITLE:   Photographer/Media Technician/Driver

REPORTS TO:              Assigned Supervisor

DEPARTMENT: IMC Communications

CLASSIFICATION:               Classified

FLSA:               Non-Exempt

WORK YEAR:              Varies

BOARD APPROVAL:     

SALARY:         G-412/CSEA 125 Salary Schedule

BASIC FUNCTION:
Under general direction of an assigned supervisor, duplicate videotaped programs for distribution to school sites and various departments, provide professional photography services, including capturing, editing, and sharing photos; timely delivery of professional services to the students, staff and sites; assist with providing training in the use of audio-video equipment to ensure proper usage and care of equipment; transport and efficiently operate media production equipment; set up audio-visual equipment; perform routine maintenance and repair on media equipment.

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.)

Provide professional photography services for events, portraits, brochures, posters, signage, advertising, etc.; capture, edit, and share professional quality photos in a timely manner and accessible format.  

Duplicate videotaped programs for distribution to school sites and various departments, provide training to District personnel on proper set-up and use of audio-visual equipment to ensure proper usage and care of equipment; develop high quality presentations and materials for workshops.

Efficiently program and set up equipment to record educational programs, satellite teleconferences and local news programs to meet the needs of District.

Test and troubleshoot faulty audio-visual equipment to ensure efficient and effective operation; perform routine repair and maintenance work on damaged or broken equipment.

Transport and efficiently set up and operate a variety of audio-visual equipment, computers, and hand tools, and supplies for use in trainings, presentations, school site events, conferences, workshops and events with the community.

Operate a computer for maintenance of the master video and photo library and distribution records; program usage and information files.
Assist with district video productions; operate cameras, editing recorders, microphones and various video records.

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school supplemented by course work in audio-visual equipment and graphics and two years’ experience working with audio-visual production.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

Special Requirement:
This position may be required to work flexible hours including early morning, evening, and weekends.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Media techniques and productions.
Methods and procedures of operating electronic equipment and peripheral equipment.
Operation of synchronized tape recorders, VCR’s, video cameras and related equipment.
Various public address systems.
Federal copyright guidelines related to assigned activities. Interpersonal skills using tact, patience and courtesy.
Inventory methods and practices.
Proper methods of storing equipment, materials and supplies. Technical aspects of field of specialty.
Repair and maintenance of equipment used in assigned activities. Correct English usage, grammar, spelling, punctuation and vocabulary.

ABILITY TO:
Operate video equipment, public address systems, synchronized tape recorders and other equipment used in the taping and presentation of materials for instructional use.
Work independently with little direction.
Establish and maintain cooperative and effective working relationships with others a diverse range of people.
Maintain accurate routine records.
Operate a computer and learn new or updated systems and programs to apply to current work.
Maintain current knowledge of technological advances in the field.
Understand and work within scope of authority.
Communicate, understand and follow both oral and written directions effectively.
Meet schedules and timelines.
Make routine equipment adjustments and perform minor repairs.
Learn new or updated computer systems/software programs and equipment to apply to current work.
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.
Learn District organization, operations, policies, objectives and goals.

WORKING CONDITIONS:

ENVIRONMENT: Indoor and outdoor environment; driving a vehicle to conduct work; chemicals including solvents; working at heights to run and secure cable.

PHYSICAL ABILITIES:
With reasonable accommodations, if necessary, sitting, walking or standing for extended periods of time in workshop presentations or while taping; dexterity to operate a computer and video equipment; climbing ladders to run cable for videotaping; lifting and carrying heavy objects; pushing or pulling carts, hand trucks to transport equipment; reaching overhead and above shoulders to retrieve equipment and boxes and to install cable; physical agility and stamina to load and unload equipment in District vehicle; hearing and speaking to exchange information; seeing to repair audio-visual equipment.

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E = Essential Functions
# Classified Hourly Salary Schedule

## 2022-2023

**Effective January 1, 2023**

**February 22, 2023**

<table>
<thead>
<tr>
<th>Grade</th>
<th>Title</th>
<th>Job Code</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
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Year 2022-23
6% increase effective 7/1/2022
Board approved PENDING

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
### Classified Hourly Salary Schedule
#### 2022-2023
Effective **January 1, 2023**
**February 22, 2023**

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</table>
### Fresno Unified School District

**Classified Hourly Salary Schedule**

2022-2023

**Effective January 1, 2023**

February 22, 2023

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<tr>
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Year 2022-23

6% increase effective 7/1/2022

Board approved PENDING

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
## FRESNO UNIFIED SCHOOL DISTRICT
### Classified Hourly Salary Schedule
#### 2022-2023
**Effective January 1, 2023**
**February 22, 2023**

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Year 2022-23
6% increase effective 7/1/2022
Board approved PENDING

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
## Fresno Unified School District
### Classified Hourly Salary Schedule
#### 2022-2023
**Effective January 1, 2023 February 22, 2023**

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*Year 2022-23
6% increase effective 7/1/2022
Board approved PENDING*
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### Fresno Unified School District

#### Classified Hourly Salary Schedule

**2022-2023**

**Effective January 1, 2023 February 22, 2023**

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## Classified Hourly Salary Schedule
2022-2023
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Year 2022-23
6% increase effective 7/1/2022
Board approved PENDING

Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
<table>
<thead>
<tr>
<th>Grade</th>
<th>Title</th>
<th>Job Code</th>
<th>Step 1</th>
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## Classified Hourly Salary Schedule

**FRESNO UNIFIED SCHOOL DISTRICT**  
Classified Hourly Salary Schedule  
2022-2023  
Effective **January 1, 2023** February 22, 2023

<table>
<thead>
<tr>
<th>Grade</th>
<th>Title</th>
<th>Job Code</th>
<th>Step 1</th>
<th>Step 2</th>
<th>Step 3</th>
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### ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

- **Annual**  
  - $500 for BA +90*  
  - $1000 for Master's*  
  - $1500 for earned Doctorate*  

  *Credit for only one degree will be given

Year 2022-23  
6% increase effective 7/1/2022  
Board approved **PENDING**  
Salary may be pro-rated based on Duty Days and/or FTE (<1.0 FTE)
AGENDA ITEM A-7

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Addendum to Agreement with California Teaching Fellows Foundation

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with California Teaching Fellows Foundation. The Extended Learning Department and California Teaching Fellows Foundation (CTFF) agree to modify the total amount of the agreement to include an additional $1,100,000 to increase tutoring services as part of the expansion of after-school programs. The original contract agreement was reviewed and approved by the Board on June 15, 2022. This increase includes an addition of 108 California Teaching Fellows Foundation staff to support all after-school programs in Fresno Unified School District.

The expected Program Outcome is as follows:

- The increase in CTFF staffing will allow for more students to participate and receive tutoring services in all after-school programs in Fresno Unified.

FINANCIAL SUMMARY: Sufficient funds in the amount of $3,600,000 are available through the Expanded Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward,
Assistant Superintendent

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
March 23, 2023

Amendment to an Existing Contract

This contract amendment is in reference to a contract agreement dated June 15, 2022, between the California Teaching Fellows Foundation and Fresno Unified School District for the services of providing trained after school site staff. The Parties hereby mutually agree to modify the total amount of the contract to include an additional $1,100,000 to increase tutoring services as part of the expansion in after school programs. This increase includes an addition of 108 California Teaching Fellows to support all after school programs in Fresno Unified School District. This amendment will increase the billing rates for Site Leads, Assistant Site Leads and Tutors: Site Lead - $32.90, Assistant Site Lead - $29.03, Tutor - $23.63. The contract’s new total is $3,600,000.

No other terms or conditions of the above-mentioned contract shall be negated or changed as a result of this stated addendum.

By California Teaching Fellows Foundation

[Signature]

Mike Snell

Date Mar 27, 2023

Print Name

By Fresno Unified School District

[Signature]

Patrick Jensen   Interim Chief Financial Officer

Date

Print Name

Approved As To Form

[Signature]

4/17/2023

Stacey Sandovat, Executive Director
Risk Management
California Teaching Fellows Foundation
Vendor Name
559-224-9200
Phone Number
From: August 12, 2022
Term (Duration)
FUSD Contract Administrator:
Jeremy Ward/ Connie Chua
Name
Budget (Fund-Unit-Dept-Activity-Object)
3600000
Annual Cost $2,500,000.00
Contract will not be authorized to exceed this amount w/o BOE approval
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Moniota" Act, as required therein.
Scope of Work Summary:
California Teaching Fellow Foundation (CTFF) will provide up to 143 trained staff to work with Fresno Unified School District (FUSD) elementary and secondary After School Programs for the 180 instructional days on the FUSD 2022-2023 calendar at billing rate of $23.40 per hour per CTFF tutor staff and $26.72 for CTFF Assistant Lead staff for a maximum of 4 hours per day.
At the elementary level, CTFF staff responsibilities will include student supervision, intervention classes, homework support, physical activities, and enrichment classes. At the secondary level, CTFF staff will lead enrichment activities, provide student supervision and homework support. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, California Teaching Fellows Foundation staff must meet same education requirements as After School Paraprofessionals in FUSD including being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified. A billing rate of up to $32.90 will be charged for six leads with a maximum of 5.5 hours per day.

Date Item is to appear on Board of Education Agenda: 6/15/22 Agenda Item 4 (Contracts of $15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: 3/15/23 4/10/2023

Reviewed & approved by Executive Director, Risk Management:
3/17/23

Please return signed contract to:
Christian Flores
Fra dii Thao
Name

College & Career Readiness - Extended Learn
559-248-7560
Vendor Contact
Site/Dept
Telephone Number
060-Various Dept-6010,2600,4124-1981-4000-5899

Yes ☑
No ☐
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-Various Dept-6010,2600,4124-1981-4000-5899

District Contact Person: Jeremy Ward/ Connie Cha

Budget Manager Approval: [Signature]

Contractor’s Vendor Name: California Teaching Fellows Foundation

Contractor’s Contact Person: Mike Shill

Contractor’s Title: CEO

Contractor’s Telephone Number: 559-224-9200

Contractor’s E-mail: mike@ctff.us

Contractor’s Address: 575 E. Locust #302, Fresno, CA 93720

Contractor’s Taxpayer ID# or SSN#: 20-0359357

This Independent Contractor Services Agreement is made and entered into effective [08/12/2022] (the “Effective Date”) by and between the Fresno Unified School District (“District”) and (“Contractor”).

1. Contractor Services. Contractor agrees to provide [AS 25 M$ 8,029.03 M$ 75]

California Teaching Fellow Foundation (CTFF) will provide up to 143 trained staff to work with Fresno Unified School District (FUSD) elementary and secondary After School Programs for the 180 instructional days on the FUSD 2022-2023 calendar at billing rate of $23.10 per hour per CTFF tutor staff and $26.72 for CTFF Assistant Lead staff for a maximum of 4 hours per day. At the elementary level, CTFF staff responsibilities will include student supervision, intervention classes, homework support, physical activities, and enrichment classes. At the secondary level, CTFF staff will lead enrichment activities, provide student supervision and homework support. CTFF will submit a monthly executive summary report and invoice that contains hours on services provided directly to sites and students, updates on program elements and new services being added or developed. In accordance with Federal Program Monitoring, California Teaching Fellows Foundation staff must meet same education requirements as After School Paraprofessionals in FUSD including being Every Student Succeeds Act (ESSA) and/or No Child Left Behind (NCLB) certified. A billing rate of up to $32.90 will be charged for site leads with a maximum of 5.5 hours per day. [AS M$]
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on 08/12/22, and shall terminate on 06/08/23. There shall be no extension of the term of the agreement without express written consent from all parties. **SS**

4. **Payment.** District agrees to pay Contractor at following rate of $23.70* per hour, Not to exceed $2,500,000. Checks will be made payable to California Teaching Fellows Foundation. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.** □ Yes (See below)  □ No, Vendor initial here □

   a. Lodging ______ Actual cost of single occupancy, Not to exceed $100 per night. *Receipt Required.
   b. Meals ______ Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required.
   c. Travel ______ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies _______ As negotiated with school department contracting for services.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $2,500,000 $3,600,000
   f. Other _______

6. **Employment:** Are you a current FUSD employee? □ Yes □ No

7. **CalPERS & CalSTRS:** Are you a CalPERS or CalSTRS retiree? □ Yes □ No

8. **California Residency:** Contractor is a resident of the state of California:

   □ Yes □ No

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: http://www.peccpas.com/fresno-unified-fraud-alert. The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the District's 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 □ SS District's initials □

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

12. **Termination of Agreement.** Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work.
performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

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

13. Confidential Information

a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a “need to know,” and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the 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.

c. 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.

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

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

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("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, materiel 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.

16. Insurance. Without limiting “Contractor” indemnification, it is agreed that “Contractor” shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than 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 may be satisfied by either the named insured or the District.

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

Fresno Unified Independent Contract
17. Independent Contractor Status. While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

19. Fingerprinting Requirements. Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor's employees, or those of any other consultants, coming into contact with the District's pupils through the DISTRICT fingerprint 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 convicted of a felony as defined in Education Code section 45125.1. "Fingerprinting Requirements," is expressly understood and agreed to by the parties hereeto:

Contractor's Initials  

District's Initials  

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

21. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. Waiver and Amendments. This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. Attorney’s Fees. The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney’s fees, incurred by the prevailing party in resolving such dispute.

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

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

Contractor: California Teaching Fellows Foundation
Name: Mike Snell
Address: 575 E. Locust #302, Fresno, CA 93720

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

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

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

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

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

33. Board Approval. For contracts in excess of $15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.
Executed at Fresno, California, on the date and year first written above.

DISTRICT
Fresno Unified School District

Santino Danisi, Chief Financial Officer
Jul 8, 2022

Date

CONTRACTOR
California Teaching Fellows Foundation

Name: Mike Smell, Title: CEO

Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

4/30/2022

Date

Approved As To Form

4/17/2023

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified Independent Contract
AGENDA ITEM A-8

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Addendum to Agreement with Crowe, LLP.

ITEM DESCRIPTION: Included in the Board binders is an addendum to agreement with Crowe, LLP. to continue to provide external auditing services for Fiscal years 2021/22 through 2025/26.

Crowe, LLP’s original agreement was approved by the Board on January 12, 2022. Due to new and revised State Education Codes, amended auditing procedures will begin with the year ending June 30, 2023. The changes are as follows:

- **Additions for 2022-23 onward:**
  - Transitional Kindergarten
  - Home to School Transportation
  - Independent Study Certification for ADA Loss Mitigation

- **Additions for 2023-24 onward:**
  - Expanded Learning Opportunity Program (ELOP)
  - Home to School Transportation

Fee Changes:

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<th>Original</th>
<th>Revised</th>
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<td>$138,000</td>
<td>$143,000</td>
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<tr>
<td>District Financial Statement and Compliance Audit – 2024</td>
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<td>District Financial Statement and Compliance Audit – 2025</td>
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<tr>
<td>District Financial Statement and Compliance Audit – 2026</td>
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FINANCIAL SUMMARY: Sufficient funds are available in the Unrestricted General Fund as appropriate.

PREPARED BY: Kim Kelstrom, Chief Executive
DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Interim Chief Financial Officer
SUPERINTENDENT APPROVAL:
Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

Crowe LLP
Vendor Name
(916) 266-9572
Phone Number

From: January 12, 2022
Term (Duration)
FUSD Contract Administrator:
Kaleb Neufeld
Name

400 Capitol Mall, Suite 1400 Sacramento, CA 95814
Address
Jeff Jensen
Vendor Contact
Through: June 30, 2026
Fiscal Services (559) 4573552
Site/Dept Telephone number
Various

Budget (Fund-Unit-Dept.-Activity-Object)
Annual Cost $200,000.00 (Estimated Amount)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the “Michelle Montoya” Act, as required therein.

Scope of Work Summary:
Reewal of the external auditing services agreement with Crowe LLP for 5 years for Fiscal years 2021/22-2025/26.

The services include the following:
- District's Financial and Compliance Audit
- Measure X and M Agreed Upon Procedures, Performance Audit
- Measure X and M Financial Bond Audit
- Joint Health Management Board Financial Audit
  - Additions for 2022-23 onward:
    o Transitional Kindergarten
    o Home to School Transportation
    o Independent Study Certification for ADA Loss Mitigation
  - Additions for 2023-24 onward:
    o Expanded Learning Opportunity Program (ELOP)
    o Home to School Transportation

Date item is to appear on Board of Education Agenda: 04/12/2023
04/12/2023 Agenda Item # (Contracts of $15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: 1/11/22
Signed Date

Reviewed & approved by Executive Director, Risk Management:

Please return signed contract to:
Florecia Ventura
Name

Reviewed & approved by Fiscal Services: 4/12/22
Signed Date

Fiscal Services
Department

Revised 11/18/21

Fresno Unified Independent Contract
Master Services Agreement

THIS MASTER SERVICES AGREEMENT ("Agreement"), effective as of January 12, 2022 ("Effective Date"), is between Fresno Unified School District, with offices at 2309 Tulare Street, Fresno, California 93721 ("Client"), and Crowe LLP, an Indiana limited liability partnership with offices at One Mid America Plaza, Suite 700, Oakbrook Terrace, Illinois 60181 ("Crowe").

WHEREAS, Client desires to retain Crowe to provide certain Services, as will be further delineated in the Statements of Work ("SOWs") attached to this Agreement in accordance with the terms and conditions of this Agreement; and

WHEREAS, Crowe desires to perform such Services in accordance with the terms and conditions of this Agreement;

THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties to this Agreement mutually agree as set forth below.

1. Applicability of Terms. These terms apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is, not investment advice. Services means various the professional services identified in any SOW to be performed by Crowe as set out in any Statement of Work. "Deliverables" means any work product to be delivered by Crowe to Client, including without limitation any reports. Each SOW will be a part of and is incorporated in this Agreement once executed by each party. Each SOW will identify a senior representative of Client’s management responsible for determining the scope of the Services and will be responsible for reviewing, supervising, and approving Crowe’s performance of Services ("Client Representative"); specific Services to be performed by Crowe; a schedule for completion of the Services; the fees and expenses to be paid by Client (e.g., hourly rate or fixed fee); and a list of the Deliverables, if any. Either party may elect not to accept an SOW. Any process for testing or acceptance of Deliverables will be set forth in the applicable SOW. Client hereby engages Crowe as an independent contractor to provide Services on a project-by-project basis to be set forth in executed Statements of Work. Only SOWs executed by the parties will be effective, and each SOW is a separate engagement. The parties agree that no third-party or organization is intended to rely on any Services rendered or Deliverables provided under this Agreement. Crowe will supply Client with the Services as described in an SOW. If there is any inconsistency between the term in an SOW and this Agreement, the term in the SOW will control, except that the terms and provisions of the Sections titled Disclaimer of Warranties, Liability, and Third-Party Indemnification will control over any inconsistent terms in an SOW and nothing in an SOW will be deemed to change or supersede the terms and provisions these Sections. Further, nothing in any SOW will be construed as modifying the responsibilities set forth in the Sections titled Crowe's Responsibilities or Client's Responsibilities unless such Section is specifically identified in the SOW. Any changes that affect the Services set forth in an SOW will be documented and agreed upon in writing by the parties. Because a change could affect the cost, schedule or other terms of an SOW, the parties must approve each change in writing before implementing the change. While a change is being reviewed and until the parties approve the change in writing, the parties will continue to proceed in accordance with the SOW then in effect. If Client requests that Crowe re-examine work previously performed, such re-examination will be Services separate from the previous SOW and will be performed under a separate SOW.

2. Client’s Assistance. For Crowe to provide Services effectively and efficiently, Client agrees to timely provide Crowe information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested to perform the Services. Access to personnel and information are key elements for Crowe’s successful completion of Services and setting of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.
3. **Professional Standards.** As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

4. **Reports.** Any information, advice, recommendations or other content of any memoranda, reports, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

5. **Confidentiality.** Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

6. **Third Party Provider.** Crowe may use a third-party provider in providing Services to Client, which may require Crowe to share Client confidential information with the provider. If Crowe uses a third-party provider, Crowe will enter into a confidentiality agreement with the provider to require the provider to protect the confidentiality of Client's confidential information, and Crowe will be responsible to Client for maintaining its confidentiality.

7. **Client-Required Cloud Usage.** If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third-parties.

8. **Data Protection.** If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations in disclosing or using such information to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) prevent unauthorized access to or use of the Personal Data, and (ii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents that it has the authority to provide the Personal Data to Crowe in connection with the Services and that Client has processed the Personal Data provided to Crowe in accordance with applicable law. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with
professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, encrypting it when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of this Agreement.

9. **Consumer Privacy.** In order to provide the Services in a particular SOW, Client may be disclosing to Crowe certain nonpublic personal information regarding its accounts, customers, and consumers. To the extent permitted by applicable law, Crowe will not disclose any such nonpublic personal information, except to Client and Crowe's employees and agents. However, in circumstances that fall under an exception in the regulations "Privacy of Consumer Financial Information" implementing the Gramm-Leach-Bliley Act, or other exceptions permitted by applicable law, Crowe may disclose or use such nonpublic personal information in the ordinary course of business to carry out the Services. Crowe has implemented and will maintain physical, electronic and procedural safeguards ("Safeguards") reasonably designed to protect the security, confidentiality and integrity of, to prevent unauthorized access to or use of, and to provide for the proper disposal of nonpublic personal information regarding Client's customers or consumers.

10. **General Data Protection Regulation Compliance.** If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR. Crowe will reasonably cooperate with Client in responding to or addressing any request from a data subject, a supervisory authority with jurisdiction, or the Client, to the extent necessary to enable Client to comply with its obligations under GDPR as the Data Controller. Crowe will promptly reimburse Crowe for any out-of-pocket expenses and professional time at Crowe's then-current hourly rates. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any data subject request or other act that is required to be performed by Crowe as the Data Processor on behalf of Client as the Data Controller. Crowe shall promptly delete or procure the deletion of any EU Personal Data after the cessation of any Services involving the processing of Client's EU Personal Data. Notwithstanding the forgoing, Crowe may retain a copy of the EU Personal Data as permitted by applicable law or professional standards, provided that such EU Personal Data remain subject to the terms of this Agreement.

11. **Intellectual Property Ownership.** Crowe may use ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, data, systems, Reports, or other know-how that it develops,
owns or licenses ("Materials") in performing the Services. Crowe retains all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers compiled in providing the Services, but not in the Client information reflected in them. Upon payment for Services and subject to the other terms of this Agreement, Client may use Reports, as well as any Materials therein, only to the extent necessary and permitted under this Agreement. Nothing in this Agreement will be construed as an implied license to any intellectual property rights of one party to the other party, all such licenses, permission or uses will be expressly set forth in the Agreement or any applicable SOW. The foregoing ownership will be without any duty of accounting of one party to the other. Crowe will also retain ownership of all materials owned by Crowe prior to entering into this Agreement or developed by Crowe independently of this Agreement.

12. Legal and Regulatory Change. Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client’s own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client’s requirements or the scope of the Services, Crowe’s fees will be modified to a mutually agreed amount to reflect the changed level of Crowe’s effort.

13. Publication. Client agrees to obtain Crowe’s specific permission before using any Report or Crowe work product or Crowe’s firm’s name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe’s permission before they are filed or published.

14. Client Reference. From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client’s name and generally describe the nature of Crowe’s engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe’s Services.

15. No Punitive or Consequential Damages. Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

16. Limit of Liability. Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe’s liability will not exceed two-times fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

17. Indemnification for Third-Party Claims. In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness, gross negligence or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

18. No Transfer or Assignment of Claims. No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

19. Term and Termination.
   a. This Agreement will be effective on the Effective Date, and will remain in effect until and unless terminated as set forth herein. This Agreement may be renewed for additional one-year terms by agreement of the parties.
b. Either party may terminate this Agreement and discontinue Services at any time (including prior to completion of an SOW) for any reason, including convenience, upon ninety (90) days written notice to the other party. Further, the parties may mutually agree to terminate an SOW or this Agreement at any time for any reason. The termination of an SOW by either party without termination of the entire Agreement will not affect the other terms of this Agreement. Crowe may terminate this Agreement at any time for any reason consistent with applicable professional standards as determined by Crowe.

c. At Client's request and to the extent consistent with applicable professional standards, Crowe will assist Client, on a time and materials basis, in winding up any Services and/or in transitioning any Services to a new provider. Crowe will invoice Client for such amounts on a weekly basis, and Client will pay all such amounts upon receipt of Crowe’s invoice.

d. Either party may terminate this Agreement immediately without notice if the other files for bankruptcy protection or has an involuntary petition for bankruptcy filed against it, becomes unable to pay its bills, sells or transfers property to creditors, is forced into receivership, has a liquidator or receiver appointed by the court, or is a party of any other similar legal proceeding, provided that termination is permitted by law.

e. Termination of the entire Agreement will terminate all SOWs unless the parties agree in writing. Paragraphs 3-5, 9, 11-16, 18, 20-24, 26 and 28-34 will survive termination of this Agreement for any reason.

20. Time Limit on Claims. In no event will any action against Crowe, arising from or relating to this engagement letter or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

21. Response to Legal Process. If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe’s Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

22. Mediation. If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client’s affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Sacramento, California.

23. Arbitration. Any dispute between the parties relating to or arising from this Agreement or the parties’ relationship generally will be settled by binding arbitration in Fresno, California (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The parties will use the International Institute for Conflict Prevention & Resolution (the "CPR Institute") Global Rules for Accelerated Commercial Arbitration (the "Accelerated Rules") then in effect, or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by the CPR Institute. As a rule, the arbitrator(s) will not permit discovery, but the arbitrator(s) may authorize only limited discovery upon a showing of substantial need by a party. In no event will the arbitrator(s) permit a party to take more than six depositions, and no depositions
may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) may rule on a summary basis, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the demand or less and must be concluded within ten (10) business days absent written agreement by the parties to the contrary, but these time limits are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

24. Choice of Law. This Agreement, including any dispute arising out of or related to this Agreement, will be governed and construed in accordance with the laws of the State of California applicable to agreements made and wholly performed in that state, without giving effect to its conflicts of laws rules to the extent those rules would require applying another jurisdiction’s laws. The provisions of the United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act, however designated, are excluded and will not apply to this Agreement or any Services hereunder.

25. Consent to Jurisdiction and Forum Selection. Subject to the section on Arbitration, all court actions or proceedings arising from or relating to this Agreement will be tried and litigated exclusively in the state and federal courts located in Fresno County, California (or a location agreed in writing by the parties), and each party hereby consents to personal jurisdiction in such courts. This choice of venue is intended to be mandatory and is not permissive in nature. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar argument, and each party waives any objection to venue. Each party stipulates that the state and federal courts in Fresno County, California, will have personal jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement.

26. Software Usage. If in connection with the Services described in this Agreement, Crowe needs to use software that requires separate licensing, separate software licensing and maintenance and support agreements will be provided and must be executed before Crowe begins work. As applicable, Crowe may use vulnerability scanning software to perform electronic scans of Client networks and/or "firewalls." If applicable, these scans will be made at Client’s explicit request.

27. Notices. Any notice or demand required or permitted to be given under this Agreement will be in writing and will be deemed effective immediately upon the receipt thereof, as evidenced by a written record of delivery from (a) a nationally recognized overnight courier for the next business day delivery, (b) certified or registered mail or (c) a signed delivery receipt in the case of delivery by hand. All notices will be sent to:

If to Crowe:
Crowe LLP
One Mid America Plaza, Suite 700
Oakbrook Terrace, IL 60181
Attention: Jeff Jensen

If to Client:
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721
Attention: Santino Danisi

Copy to:
Crowe LLP
One Mid America Plaza, Suite 700
Oakbrook Terrace, IL 60181
Attention: General Counsel

Copy to:
Fresno Unified School District
Attention: [Legal Dept.]
28. **Force Majeure.** Except for payment obligations, neither party will be liable under this Agreement for any failure of or delay in performance of its obligations hereunder, if performance is delayed or prevented by acts of God, fire, explosion, war, terrorism, earthquakes, riots, governmental laws or regulations, or other similar causes beyond such party's control (each, a "Force Majeure Event"), but only to the extent of and during continuance of such event and only provided such party gives the other party prompt notice of such Force Majeure Event. During the pendency of any Force Majeure Event, the party affected will work diligently to cure the Force Majeure Event to the extent commercially reasonable. However, if the Force Majeure Event continues for thirty (30) consecutive days, the party not directly affected by it may terminate this Agreement immediately without penalty.

29. **No Construction Against Drafter.** The parties acknowledge that each has participated, and each has been represented by counsel, in preparation and execution of this Agreement, and for purposes of the rule of contract interpretation that construes a document against its drafter, neither Client nor Crowe nor their respective counsel will be considered the drafter of this Agreement or any SOW. Each party represents to the other that it has carefully read this Agreement, will carefully read each SOW, understands the Agreement's binding effect, and that it is voluntarily entering into this Agreement and each SOW.

30. **Severability.** The provisions of this Agreement will be severable and, if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability will not affect any other provision hereof, and the remainder of this Agreement, disregarding such invalid portion, will continue in full force and effect as though such void provision had not been contained in it if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

31. **Waiver.** No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. The waiver will not be construed to be a waiver of any succeeding breach of any such provision, a waiver of the provision itself, or a waiver of any other provisions of this Agreement. No delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have under this Agreement will operate as a waiver of any breach or default.

32. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

33. **Notification of Non-Licensee Ownership.** Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

34. **Non-Solicitation.** Client and Crowe acknowledge the importance of retaining key personnel. Accordingly, both parties agree that during the period of this agreement, and for one (1) year after its expiration or termination, neither party will solicit any personnel or subcontractors (if any) of the other party for employment without the written consent of the other party. If an individual becomes an employee of the other party, the other party agrees to pay a fee equal to the individual's compensation for the prior full twelve-month period to the original employer.

35. **Crowe Global Network.** Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or
liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

36. **Entire Agreement.** This Agreement and any SOWs attached hereto contain the entire understanding between the parties with respect to the subject matter hereof and supersede all previous written or oral understandings, agreements, negotiations, commitments, or any other writing or communications with respect to such subject matter.

37. **Counterparts.** This Agreement or any SOW may be executed in two or more actual or electronically copied counterparts, all of which together will be one and the same instrument and all of which will be considered duplicate originals. Signatures transmitted and received via facsimile, email, or other means of transmission will be treated for all purposes of this Agreement as original signatures and will be deemed valid, binding and enforceable by and against all parties. Transmitted copies (reproduced documents that are transmitted via scanning, email, photocopy, facsimile or a process that accurately transmits the original) will be considered documents equivalent to original documents.

**IN WITNESS WHEREOF,** the parties have duly executed this Agreement as of the Effective Date by their respective authorized representatives.

**Fresno Unified School District**

By: __________________________

Printed Name: **Santino Danisi**

Title: **Chief Financial Officer**

Date: **Jan 17, 2022**

**Crowe LLP**

By: __________________________

Printed Name: **Jeffrey Jensen**

Title: **Partner**

Date: **January 6, 2022**

**APPROVED AS TO FORM**

Andrew De La Torre, Executive Director
Benefits & Risk Management

8 of 8
January 12, 2022

Fresno Unified School District
2309 Tulare Street
Fresno, California 93721

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Fresno Unified School District ("you", "your" or "Client"). The attached Master Services Agreement is an integral part of this letter, and the terms of the Master Services Agreement are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2022.

We will audit and report on the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Schedule of Expenditures of Federal Awards
- District Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Reconciliation of Unaudited Actual Financial Report with Audited Financial Statements
- Schedule of Financial Trends and Analysis
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules
- Schedule of Changes in the Client's Net Other Postemployment Benefits (OPEB) Liability
- Schedule of the Client's Proportionate Share of the Net Pension Liability
- Schedule of the Client's Contributions
The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Education of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:
- Independent Auditor’s Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California’s Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.

- Independent Auditor’s Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Client’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor’s Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.
Fresno Unified School District

January 12, 2022

However, we may be requested to make certain working papers available to your oversight agency or grantees pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantees. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client’s Responsibilities

The Client’s management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client’s management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Additionally, as required by the Uniform Guidance, it is management’s responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Additionally, as required by the Uniform Guidance, it is management’s responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management’s judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management’s responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client’s ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial both individually and in the aggregate, to the financial statements, and to the Client’s compliance with the requirements of its
Federal programs. Management acknowledges the importance of management’s representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management’s responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management’s responsibility to include the auditor’s report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management’s responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor’s report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management’s responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor’s reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor’s reports or nine months after the end of the audit period.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to
accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

**Data Collection Form input services**

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

**BOND OFFERINGS**

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

**FEES**

Our fees, inclusive of out-of-pocket expenses, are outlined below. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

District Financial Statement audit services for the years ending:

<table>
<thead>
<tr>
<th>Year</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2022</td>
<td>$138,000</td>
</tr>
<tr>
<td>June 30, 2023</td>
<td>$492,000</td>
</tr>
<tr>
<td>June 30, 2024</td>
<td>$444,000</td>
</tr>
<tr>
<td>June 30, 2025</td>
<td>$454,000</td>
</tr>
<tr>
<td>June 30, 2026</td>
<td>$452,000</td>
</tr>
</tbody>
</table>

Audit of the Measure X financial statements for the years ending:

<table>
<thead>
<tr>
<th>Year</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2022</td>
<td>$3,000</td>
</tr>
<tr>
<td>June 30, 2023</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

Audit of the Measure M financial statements for the years ending:

<table>
<thead>
<tr>
<th>Year</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 30, 2022</td>
<td>$3,000</td>
</tr>
</tbody>
</table>
June 30, 2023          $ 3,000
June 30, 2024          $ 3,000
June 30, 2025          $ 3,500
June 30, 2026          $ 3,500

We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe’s income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe’s hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe’s presence at Client’s premises, Client will provide Crowe with internet access while on Client’s premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client’s premises. In the event Client does not provide Crowe with internet access while on Client’s premises, Client will reimburse Crowe for the cost of internet access through other means while on Client’s site.

MISCELLANEOUS
Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Master Services Agreement) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of California, without regard for choice of law principles.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Master Services Agreement are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)
Fresno Unified School District

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Master Services Agreement," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Fresno Unified School District

Signature

Santino Danisi
Printed Name

Chief Financial Officer
Title

Jan 17, 2022
Date

Crowe LLP

Signature

Jeffrey Jensen
Printed Name

Partner
Title

January 5, 2022
Date

APPROVED AS TO FORM

Andrew De La Torre, Executive Director
Benefits & Risk Management
AGENDA ITEM A-9

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Addendum to Agreement with the Law Office of Rick Jensen

ITEM DESCRIPTION: Included in the Board binders is an addendum to the agreement with the Law Office of Rick Jensen for the provision of subrogation services related to Risk Management, Workers’ Compensation, and Health Internal Services Funds.

The addendum provides for ongoing subrogation services for Risk Management, Workers’ Compensation, and Health Internal Services Funds. Services include arbitration and litigation services to recover funds from insurance companies and other third parties for risk management, workers’ compensation, and other health claims.

The Law Office of Rick Jensen’s original agreement was approved on June 15, 2022, for $40,000 for the period of July 01, 2022 through June 30, 2023. An increase of $50,000 for a one-time, large subrogation settlement is needed for the remainder of the Fiscal year through June 30, 2023. The updated total agreement amount is $90,000.

FINANCIAL SUMMARY: Sufficient funds of $90,000 are available in the district’s Liability and Workers’ Compensation Internal Service Funds.

PREPARED BY: Stacey Sandoval, Executive Director
DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Interim Chief Financial Officer
SUPERINTENDENT APPROVAL:
Fresno Unified School District

Contract Routing Form

Completed independent contract agreement must be attached

<table>
<thead>
<tr>
<th>law Office of Rick Jensen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name</td>
</tr>
<tr>
<td>(559)228-6181</td>
</tr>
<tr>
<td>Phone Number</td>
</tr>
<tr>
<td>1322 E. Shaw, Suite 363, Fresno, CA 93710</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Rick Jensen</td>
</tr>
<tr>
<td>Vendor Contact</td>
</tr>
<tr>
<td>Through</td>
</tr>
<tr>
<td>June 30, 2023</td>
</tr>
<tr>
<td>Term (Duration)</td>
</tr>
<tr>
<td>FUSD Contract Administrator: Andrew De La Torre</td>
</tr>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Benefits &amp; Risk Management 457-3596</td>
</tr>
<tr>
<td>Site/Dept</td>
</tr>
<tr>
<td>Telephone number</td>
</tr>
<tr>
<td>680-0851-0880-0000-6000-5812</td>
</tr>
<tr>
<td>Annual Cost</td>
</tr>
<tr>
<td>$90,000.00</td>
</tr>
<tr>
<td>Please choose an option</td>
</tr>
<tr>
<td>Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the &quot;Michelle Montoya&quot; Act, as required therein.</td>
</tr>
<tr>
<td>Scope of Work Summary:</td>
</tr>
<tr>
<td>Subrogation services related to the Risk Management, Workers' Comp. and Health Internal Services Funds.</td>
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</tbody>
</table>

Date Item is to appear on Board of Education Agenda:
- 04/12/2023
- 06/15/2022 Agenda Item II (Contracts of $15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

Reviewed & approved by Executive Director, Risk Management:

Please return signed contract to:

Name

Date

Fresno Unified Independent Contract

11P-AP
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 680-0851-0880-0000-6000-5812
District Contact Person: Andrew De La Torre
Budget Manager Approval: [Signature]
Contractor's Vendor Name: Law Office of Rick Jensen
Contractor's Contact Person: Rick Jensen
Contractor's Title: [Title]
Contractor's Telephone Number: (559)228-6181
Contractor's E-mail: [Email]
Contractor's Address: 1322 E. Shaw, Suite 365, Fresno, CA 93710
Contractor's Taxpayer ID# or SSN#: [ID or SSN]

This Independent Contractor Services Agreement is made and entered into effective 07/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide _______.
   Subrogation services related to the Risk Management, Workers' Comp, and Health Internal Services Funds.
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions, and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on 07/01/22, and shall terminate on 06/30/23. There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor based upon a percentage of funds reimbursed to PUSD. The fee payments are based upon a sliding scale as follows: 23% of the first $15,000.00, 15% of the next $15,000.01-$100,000.00 and 10% of all amounts over $100,000.01. Checks will be made payable to Rick Jensen at Law Office of Rick Jensen. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.** ☐ Yes (See below) ☒ No, Vendor initial here

   a. Lodging ________ Actual cost of single occupancy. Not to exceed $100 per night. ☒ Receipt Required.
   b. Meals ________ Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. ☒ Receipt Required.
   c. Travel ________ Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies ________ As negotiated with school department/contracting for services.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): $40,000.00 - $90,000.00
   f. Other ________

6. **Employment.** Are you a current PUSD employee? ☒ Yes ☐ No

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree? ☒ Yes ☐ No

8. **California Residency.** Contractor is a resident of the state of California: ☒ Yes ☐ No

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: [http://www.ppusd.com/fresno-unified-fraud-claim](http://www.ppusd.com/fresno-unified-fraud-claim). The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the District's Conflict of Interest Code, Contractor affirms that they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interests 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.

11. **Anti-discrimination.** Fresno Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age, creed, religion, political affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, medical information, military veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational programs(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 Officer Paul Idsvoog, by phone at 559-457-3730, by email at Paul.Idsvoog@fresnounified.org, or in person at 2309 Tulare Street Fresno, CA 93721.

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

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*Fresno Unified Independent Contract*
performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

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

13. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the Committee in writing within three (3) business days. Contractor shall use at least the same degree of care in safeguarding Confidential Information as it uses in safeguarding its own confidential information. Representatives shall be bound to comply with all terms of this Paragraph 13.B. Upon the request of the Committee Contractor shall provide a written acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor's obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the Committee and District. By granting access to Confidential Information, the District does not grant any express or implied right to Contractor to use, publish or disclose any Confidential Information. After its review of the Confidential Information Contractor will return to the District all Confidential Information disclosed to it (including copies or summaries of Confidential Information), or with the District's permission destroy the Confidential Information and certify in writing that it has been destroyed.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure.
or misuse of the District's Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officers, officials, 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 (excluding 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.

16. Insurance. Without limiting "Contractor" Indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than 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 declined to and approved by District. The District may require "Contractor" to provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to the Agreement as proof of insurance. The "Contractor" policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. "Contractor" shall produce the policy for District, upon request.
17. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

19. **Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District’s pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor’s employees, or those of any other consultants, coming into contact with the District’s pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. “Fingerprinting Requirements,” is expressly understood and agreed to by the parties hereto.

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

21. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. **Waiver and Amendments.** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. **Attorney’s Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney’s fees, incurred by the prevailing party in resolving such dispute.
27. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

**District:**

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

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

**Contractor:** Law Office of Rick Jensen  
**Name:** Rick Jensen  
**Address:**  
1322 E. Shaw, Suite 365  
Fresno, CA 93710

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

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

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

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

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

33. **Board Approval.** For contracts in excess of $15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.
Executed at Fresno, California, on the date and year first written above.

DISTRICT
Fresno Unified School District

Santino Danisi, Chief Financial Officer

Jul 18, 2022
Date

CONTRACTOR
Law Office of Rick Jensen

Name: Rick Jensen, Title: Owner

4/20/2022
Date

Approved As To Form:

Andrew De La Torre, Executive Director
Benefits and Risk Management

3/19/2023
Date

Fresno Unified Independent Contract
AGENDA ITEM A-10

AGENDA ITEM A-10

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with Benedict College

ITEM DESCRIPTION: Included in the Board binders is a request to approve an agreement with Benedict College. The district and Benedict College jointly support the fulfillment of dual credit coursework for our high school students. The purpose of the Memorandum of Understanding (MOU) is to establish a partnership that provides post-secondary opportunities for a cohort of 70 eligible Fresno Unified high school students across three comprehensive high schools, Sunnyside, Edison, and Bullard, specifically in dual enrollment courses. The program will allow qualified students to earn college credits, reduce college tuition, make a smoother transition into higher education, and increase the likelihood of graduating from high school and college. The cost for the program is for two semesters (Fall 2022 at $65 per one credit for 70 students) totaling and (Spring 2023 at $65 per three-credit course for 63 students) with a total of $16,835. Please see the attached Memorandum of understanding (MOU) and invoice for both fall and spring.

FINANCIAL SUMMARY: Sufficient funds in the amount of $16,835 are available in the College and Career Readiness budget.

PREPARED BY: Jeremy Ward, Assistant Superintendent
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Dr. Natasha Baker, Chief Academic Officer
SUPERINTENDENT APPROVAL:
Fresno Unified School District
Contract Routing Form
Completed independent contract agreement must be attached

Benedict College
Vendor Name
(803) 705-4659
Phone Number
From: 9/20/2022
Term (Duration)
FUSD Contract Administrator:
Jeremy Ward/GPR
Name
1600 Harden Street, Columbia, SC 29204
Address
Dr. Janeen Witty
Vendor Contact
Through: 6/30/2023
College and Career Readiness 559-248-7467
Site/Dept
Telephone number
Budget (Fund-Unit-Dept.-Activity-Object) 060-7412-0706-1110-3110-5899
Annual Cost $16,835.00 (Contract will not be authorized to exceed this amount)
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.
Yes ☑ No ☐
Scope of Work Summary:
Fresno Unified School District (FUSD) and Benedict College jointly support the fulfillment of dual credit coursework for FUSD high school students. The purpose of the Memorandum of Understanding (MOU) is to establish a partnership that provides post-secondary opportunities for a cohort of 70 eligible FUSD high school students across three comprehensive high schools (SunnySide, Edison, and Bullard), specifically in dual enrollment courses. The program allows qualified students to earn college credits, reduce college tuition, make a smoother transition into higher education, and increase the likelihood of graduating from high school and college. The cost is for two semesters (fall at $65 per credit for 70 students and (Spring at $65 per 3-credit course for 63 students) Total=$16,835 - Please see attached Memorandum of Understanding (MOU).

Please indicate where the work will be performed: Work to be performed remotely out of ☑

Date Item is to appear on Board of Education Agenda: 4/26/2023 Will this contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer: 4/10/2023
Signed Date

Reviewed & approved by Risk Management 4/20/2023
Signed Date

Reviewed & approved by Department Head 3/27/23
Signed Date

Please return signed agreement back to (name/email): gloria.ponce-rodriguez@fresnounified.org

Revised 7/26/22
Statement

Statement #: Fresno-Spring2023
Date: March 8, 2023
Customer ID:

Remittance Amount Enclosed: $  

Bill To: Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

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<th>Type</th>
<th>Invoice #</th>
<th>Description</th>
<th>Amount</th>
<th>Payment</th>
<th>Balance</th>
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</thead>
<tbody>
<tr>
<td>3/6/2023</td>
<td>Tuition</td>
<td>Fresno202223</td>
<td>Tuition 63 students @ $65 per credit hour for 3 credit hour course</td>
<td>$12,285.00</td>
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<td>$12,285.00</td>
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Total $12,285.00

Reminder: Please include the statement number on your check.

Terms: Balance due in 30 days.

---

REMITTANCE

Customer Name: Fresno Unified School District

Statement #: Fresno-Spring2023
Date: March 7, 2023
Amount Due: $ 12,285.00
Amount Enclosed: $
# Statement

**Statement #:** Fresno-Fall2022  
**Bill To:** Fresno Unified School District  
**Date:** March 7, 2023  
**Customer ID:**  
**Address:** Fresno, CA 93721

## Remittance Amount Enclosed:

<table>
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<tr>
<th>Date</th>
<th>Type</th>
<th>Invoice #</th>
<th>Description</th>
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<th>Payment</th>
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<tr>
<td>3/7/2023</td>
<td>Tuition</td>
<td>Fresno2022S2</td>
<td>Tuition 70 students @ $65 per credit hour for 1 credit hour course</td>
<td>$4,550.00</td>
<td></td>
<td>$4,550.00</td>
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**Total** $4,550.00

**Reminder:** Please include the statement number on your check.

**Terms:** Balance due in 30 days.

## REMITTANCE

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<th>Fresno Unified School District</th>
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<tr>
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<td></td>
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<tr>
<td>Statement #:</td>
<td>Fresno-Fall2022</td>
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<tr>
<td>Date:</td>
<td>March 7, 2023</td>
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<tr>
<td>Amount Due:</td>
<td>$ 4,550.00</td>
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<tr>
<td>Amount Enclosed:</td>
<td>$ -</td>
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A MEMORANDUM OF UNDERSTANDING (MOU)
Between
BENEDICT COLLEGE and FRESNO UNIFIED SCHOOL DISTRICT (FUSD)

This Memorandum of Understanding (MOU) between

Fresno Unified School District (FUSD) and Benedict College jointly support the fulfillment of dual credit coursework for FUSD high school students. The purpose of the Memorandum of Understanding (MOU) is to establish a partnership that provides post-secondary opportunities for a cohort of 70 – 140 eligible FUSD high school juniors across three comprehensive high schools (Sunnyside, Edison, and Bullard), specifically in dual enrollment courses with intentions of developing and implementing future cohorts. The program allows qualified students to earn college credits, reduce college tuition, make a smoother transition into higher education, and increase the likelihood of graduating from high school and college. This MOU shall become effective September 2022 and terminate in July 2026 unless by a separate addendum, signed by both Parties, and will state modifications to the terms of this MOU.

The MOU Pilot program between Benedict College and FUSD outlines the responsibilities related to the dual enrollment for both Parties and the success of the first cohort of students. The MOU may expand to include an additional cohort of students and courses between Benedict and FUSD.

FUSD is the third largest school district in California, serving students from K-12th grades. FUSD has seven comprehensive high schools, three specialty magnet high schools, seventeen middle schools, and sixty-five elementary schools. FUSD is in the heart of California. It is California's third-largest unified school district, with 106 schools serving 74,000 students. The student population is diverse, with approximately one hundred languages and dialects.

Benedict College, a Historically Black College & University (HBCU) and a United Negro College Fund (UNCF) member college, was founded in 1870. Benedict College is a private co-educational liberal arts institution with over 1,700 students. Benedict College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and master’s degrees. Five college degree programs hold national accreditation: Social Work, Environmental Health Science, Studio Art, Environmental Engineering, and the Tyrone Adam Burroughs School of Business and Entrepreneurship. The college is in Columbia, SC.

Dual Enrollment, also referred to as dual credit, is a primary term used to describe college-credit courses made available to high school students in which the student earns credit on both their college and high school transcripts. Students must pass a dual enrollment class with a letter grade of C or better to earn college credit. The grade earned will be part of the student’s college academic record and high school transcript.

COLLABORATION: Benedict College and Fresno Unified School District recognize the objectives in common to serve and prepare students: (a) educating and training students in preparation for further education and future employment, (b) providing residents an opportunity to attend an HBCU, encouraging FUSD students to explore options outside of California to meet their individual and cultural needs, increase college enrollment, and graduation within the African American community, and other communities.
Potential Outcomes for FUSD students:
- More likely to graduate from high school
- Early HBCU college experience
- Improve academic outcomes for students, particularly those from low-income households
- More likely to transition to a four-year college (rather than a two-year college)
- Less likely to take basic skills courses in college
- More likely to persist in secondary education and transfer credits to other universities if desired
- Accumulating more college credits
(Source: The James Irvine Foundation, 2012)

PARTIES:

Benedict College, hereinafter also referred to as Benedict, and the Fresno Unified School District, also referred to as “FUSD,” collectively referred to as “Parties.”

RECIPIALS:

1. WHEREAS Parties to this MOU desire to engage in a mutual partnership to provide dual credits and foster increased educational opportunities for FUSD students attending Benedict College.

2. WHEREAS, Fresno Unified School District and Benedict College have qualified staff, faculty, teachers, materials, resources, and equipment to provide the services outlined by this MOU.

3. WHEREAS Parties to this MOU provide students with guidance and support to meet the criteria to enroll in dual credits at Benedict College. This MOU accentuates the commitment of both agencies to improving the educational attainment of FUSD students and reinforces the collaboration necessary to achieve this level of success to matriculate to higher education.

4. WHEREAS Fresno Unified School District and Benedict College agree that dual credit courses are transferable if students attend California State Colleges within California after high school graduation or Benedict College.

5. WHEREAS The MOU allows the release of personally identifiable student information as authorized under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records, as well as the parallel provisions of California Education Code § 49076. FERPA applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

6. WHEREAS under FERPA laws permits the release of personally identifiable student data without prior written parental or student consent if the release is to “organizations conducting studies for, or on behalf of, educational agencies or institutions to develop, validate, or administering predictive tests, administering student aid programs, and improving instruction, if such studies are conducted in such a manner as will not permit the personal identification of students and their parents by persons other than representatives of such organizations and such information will be destroyed when no longer needed for the purpose for which it is conducted.” (20 USC 1232g (b)(1)(F); See, accord, California Education Code § 49076(a)(2)(E).) 6.
7. WHEREAS FERPA further permits the release of personally identifiable student data without prior written parental or student consent if the release is to authorize representatives of State and local educational authorities for the purpose of auditing or evaluating a Federal or State-supported educational program. (20 USC 1232g(b)(1)(C), (b)(3) and (b)(5); see accord, California Education Code § 49076(a)(1)(C).) The FERPA implementing regulation at 34 CFR § 99.31(a)(3) allows schools to disclose student records, subject to the requirements of 34 CFR § 99.35, without parental or student consent to: Authorized representatives of State and local educational authorities (the “audit or evaluation exception”).

TERMS

NOW, THEREFORE, In consideration of their mutual covenants and conditions, Parties hereto agree to work together to implement this MOU as follows. This MOU shall become effective September 2022 and terminate in July 2026 unless by a separate addendum, signed by both Parties and will state modifications to the terms of this MOU.

The FUSD agrees to:

- Identify academically promising students in the 10th grade who are rising juniors who are eligible to receive the designation of participating in the dual credit program between FUSD and Benedict College.

- College credit shall be awarded upon completing the dual credit course requirements and will become part of the student’s official college transcript. The award of college credit will follow appropriate accreditation standards by Benedict College and California colleges.

- High School credit shall be awarded upon completing the dual credit course requirements and will become part of the student’s official high school transcript. The award of dual credit will follow appropriate accreditation standards by the California Department of Education and FUSD.

- If a student wishes to appeal a grade, they must follow the Benedict grade appeal/change of grade policy published in the current Benedict Student Handbook.

- Identify one teacher from each high school to facilitate the dual credit courses online. Teacher responsibilities will include but are not limited to taking roll and managing the classroom while the instructor from Benedict is conducting the course.

- The high school counselor and designated teacher for the program will be the primary contact for students; they will disseminate information to students concerning the program, policies, procedures, and implement the program set forth by both parties.

- The FUSD Step Up coordinators, counselors, and champion teachers will convene and determine student eligibility for admission and continued enrollment throughout the program.
• Dual credit courses. The FUSD Step Up Leadership Team will determine the final selection of desired courses for the program.

• FUSD coordinator will provide oversight and arrange the scheduling to permit meetings (at least monthly) of student participants in the program to support them in progressing through the dual enrollment curriculum.

• The district will take reasonable steps to ensure that each student meets the designated academic performance level, which entitles the student to retain the dual credit designation.

• Ensure grades and student withdrawals are reported according to Benedict’s academic calendar.

• Communicate process for admission and registration to students and parents.

• Provide the facilities or virtual (depending on COVID Pandemic) for FUSD to host an information session for students who have been accepted into the dual course program. The program is geared to support and inspire students to learn more about matriculating into higher education.

• Assist a cohort of seventy students with completing a comprehensive admission application if they decide to attend Benedict.

• FUSD will pay for textbooks for students enrolled in the program and select three teachers to support and maintain the classroom structure, technology, attendance, and other tasks within the scope of the teaching position for the STEP-UP dual enrollment program.

• Official transcripts for each student will be available to the Benedict College team before course scheduling.

• Students below a 2.0 Grade Point Average (GPA) in high school semester courses are not eligible to participate in the dual enrollment program.

• Students must earn a minimum grade of “C” in each Benedict course to enroll in each subsequent course at Benedict.

• The first course to start with is a first-year College Experience course (1 credit) that may or may not be transferable to the university the student will attend. This course is recommended so that students are successful within the program. Historically, the First-year Experience course has proven to be successful and is offered at most HBCUs (Historically Black Colleges & Universities) as additional support and serves as a retention and strategy tool for first-generation students.

• First-year general education courses such as math, English, and history will be part of the dual credit program. These courses are transferable to colleges and potentially reduce college costs for students attending a college or university.
• Additional dual credits will be determined by both parties in Science, Technology, Engineering, and upper-level Math (STEM) in 2023 or 2024.

• Site leaders will receive continuous professional development in understanding cultural relative practices and resources to best serve African American students.

Benedict College agrees to:

• Conduct orientation sessions for FUSD students, parents, and staff.

• Assign a qualified faculty member to provide instruction for each dual enrollment course.

• Adjust the beginning and ending dates of each course in accordance with the FUSD calendar.

• Provide technical and administrative support to each student to ensure access to online course materials.

• Assign a Benedict College email address and a learning management account to each FUSD student enrolled in the program.

• Identify a Student Success Specialist as the main contact for FUSD students.

• Provide learning materials and support services, such as tutoring, for each enrolled FUSD student.

• Provide accommodations for students who self-identify and who submit appropriate documentation.

• Provide support and coordinate sit-in classroom attendance for FUSD students while visiting Benedict College during the FUSD College Tour scheduled for April 6, 2023.

• Transmit the mid-term and final grades to FUSD through the appropriate channels.

• Provide access to class attendance and grade book records via the learning management system to FUSD staff in accordance with Benedict and FUSD policies.

• Provide one complimentary official transcript per student per semester upon the request of the student.

• With appropriate release and FERPA documents in place, Benedict College will send transcripts to FUSD at the end of each academic term.

• If students drop a course before the deadline date set by Benedict College, they will not be penalized or charged.

• If a student drops a course after the deadline for dropping courses, the district will be penalized to pay charges. The dual enrollment students must adhere to the academic deadlines set by Benedict College.
- During Summer 2023, the team will conduct a full assessment and use the findings to adjust for improvements and expansion. A virtual summer bridge program will be developed based on the assessment for implementation in 2024.

PROGRESS AND MONITORING

- Student Success Specialist will host bi-weekly check-in meetings with champions.

- Student Success Specialist will be available weekly for virtual office hours to address student concerns, questions about course content, and overall classroom performance.

TRANSCRIPTS AND GRADES:

- If a student disputes a grade and appeals for grade change consideration that is justified due to unavoidable circumstances or extenuating situations, both (Benedict and FUSD) will need evidence and a written appeal from the student supported by their respective champion. If a grade change is approved by Benedict College, Benedict’s official transcript will need to be sent to FUSD’s district official and College and Career Readiness to make corrections on high school transcript.

INCOMPLETE GRADES: An Incomplete (I) is given, upon approval of the Benedict faculty member and the FUSD Champion, when documented illness, excused absences, or other legitimate reasons prevent the student from completing the course. Incompletes are normally only considered for students who have completed at least 60% of the course requirements. If the student is prevented from completing the course, taking the final examination, or completing a major class project on time, the Champion may request an “I” designation from the instructor. The FUSD champion must complete the Incomplete Grade Request Form and it must be approved by the department chair and dean. The form lists all the requirements that the student must complete to remove the “I” designation by the dates designated. An Incomplete that is not adjusted during the allotted period becomes a failing grade of “F” unless the champion requests an extension, based upon extenuating circumstances. The form must be submitted to the Registrar’s Office at the time that grades are submitted for the “I” to be accepted officially. The student is obligated to complete the requirements as outlined on the Incomplete Grade Request Form within two weeks from the time of approval (policy adapted from the Benedict College Handbook).

- The student cannot wait until the end of the semester to request any incomplete class work due to internet or technical difficulties at the end of the semester.

- FUSD will accept official mid-term and final grades from Benedict’s Registrar.

- Benedict is responsible for maintaining a dual credit student’s college transcript.

COST: The funding obligation of FUSD under this MOU for dual credits is $65 per semester credit hour. Students can earn up to 13 credits at $65 per credit.
INSTRUCTION: Each dual enrollment course will be in a synchronous, virtual format (via Microsoft Teams). Recordings will be provided to all students within 48 hours of each class session. A minimum of 15 clock hours of instruction will be provided for each semester credit hour. During classroom instruction, students must keep their cameras on via virtual instructional platforms. When attending class virtually, students are not allowed to wear head coverings other than those allowed for religious purposes. Students will have access to “Passport to Canvas” to receive training and to learn how to navigate the Benedict College portal, classroom instruction, and other applications. The following are the recommendations for the students in Cohort 1 of the Step-Up Program who will begin the 2022-2023 academic year:

- FA22 AA 111 - The College Experience I
- SP23 HIST 130 - African American History
- FA23 ENG 131 – Analysis Argumentation
- SP 24 ENG 237 - Oral Communication

FA =Fall Semester    SP =Spring Semester

DATA SHARING

1. The Parties shall use the Data only for the purpose described in the MOU. FUSD and Benedict College shall not use the Data for personal gain or profit of any individual; it is understood and acknowledged that the successful conclusion of the dual enrollment initiative contemplated by the MOU should be beneficial to all Parties and their students.

2. The Parties shall keep all Data in a location physically and electronically secure from unauthorized access. Data shall be stored and processed so unauthorized persons cannot retrieve or alter the information using a computer, remote terminal, or other means.

3. The Parties shall employ qualified personnel that are proficient and experienced in managing and securing confidential data (“Qualified Personnel”). The Parties agree to restrict distribution of personally identifiable matched data to Qualified Personnel, with the understanding that personally identifiable information will be released only for the purposes established in the MOU.

4. The Parties acknowledge and agree that any Data disclosed under the MOU remains the property of the disclosing Party. As such, the Parties further agree that Data files shall be destroyed or returned to the Party disclosing the Data when no longer needed for the purpose for which it was obtained, in compliance with 34 CFR §99.31(6)(iii)(B); §99.35 (b)(2) or upon expiration or termination of the MOU as set forth below. In accordance with the requirements of 34 CFR § 99.31(b)(6)(iii)(C)(4) and § 99.35(a)(3)(iv), the Parties agree that upon the occurrence of an event that triggers a duty to destroy or return data as set forth above, the Data shall be destroyed or returned to the disclosing Party within thirty (30) days of the occurrence.

STUDENT CONDUCT AND SUSPENSIONS: Students in the program are subject to appropriate disciplinary sanctions, ranging from a verbal or written warning to suspension and
expulsion from FUSD. If a student is recommended for suspension or expulsion, Benedict College administration will be notified within one business day. Before deciding to drop a student from the program, the FUSD staff and Benedict’s administration will work with the school site leaders to determine appropriate action. The district’s commitment to maintaining an environment that recognizes and supports the rights of its students while providing a guide for defining behaviors that FUSD and Benedict consider inappropriate and grounds for suspension will be finalized by both Parties. After a decision is finalized, students who participate in the Step-Up Pathway and who receive a sanction of suspension or expulsion from FUSD will be dropped from the Step-Up Pathway program. Both parties will hold a hearing if the student appeals for reinstatement.

MODIFICATION: Any subject of this MOU may be modified with the written consent of both parties. The designated Benedict College official and designated school district official may review and revise the agreement to continue this partnership after a full assessment and use the findings to adjust for improvements and expansion.

ASSIGNMENT: No Party hereto shall assign, transfer nor subcontract this MOU nor their rights, burdens, duties, or obligations under this MOU without the other party’s prior written consent.

LIABILITIES OF PARTIES: Dual credit status shall neither enhance nor diminish on/off-campus liabilities for the College or School District. Management of risk and liabilities shall follow the College and School District policies and codes of conduct.

IN WITNESS WHEREOF, the parties FUSD have executed this MOU in Fresno, California, and parties of Benedict College have executed this MOU in Columbia, South Carolina.

Benedict College – President

Benedict College – Vice President of Academic Affairs

Fresno Unified School District – Patrick Jensen, Interim Chief Financial Officer

Fresno Unified School District – Assistant Superintendent of College and Career Readiness

Approved As To Form

Stacey Sandoval, Executive Director
Risk Management

4/20/2023
AGENDA ITEM A-11

Board Meeting Date: April 26, 2023

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with BLDG Services

ITEM DESCRIPTION: Included in the Board binders is an agreement with BLDG Services. The district needs collaborative space and to access multiple conference rooms for meeting regularity.

FINANCIAL SUMMARY: Sufficient funds in the amount of $113,665 are available in the Chief Academic Officer Budget.

PREPARED BY: Dr. Natasha Baker,
Chief Academic Officer

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

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Fresno Unified School District
Contract Routing Form
Completed independent contract agreement must be attached

Vendor Number
BLDG Services, LLC.,

Vendor Name
559-500-9881

Phone Number

From: 4/27/2023

Term (Duration)

FUSD Contract Administrator:
Dr. Natasha Baker

Address
2721 Ventura, Fresno California 93721

Vendor Contact
Beth Mily

Through: 4/30/2024

Ed Ctr/ Chief Academic Office
559-457-3731

Budget (Fund-Unit-Dept.-Activity-Object) 030-0500-0601-1110-2400-5600

Annual Cost $ 113,666.00 (Contract will not be authorized to exceed this amount ✓)

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

Scope of Work Summary:
Bitwise 41 will provide us Suite# 009. Access to multiple conference rooms.

Please indicate where the work will be performed: Choose Best Description

Date Item is to appear on Board of Education Agenda: 4/26/23
(Contracts of $15,000.00 or more)

Will this contract be submitted with Bundled Contracts? Yes ☐ No ✓

Reviewed & approved by Cabinet Level Officer: [Signature]
Signed 4/3/2023
Date

Reviewed & approved by Risk Management
[Signature]
[Signature]
4/17/2023

Reviewed & approved by Department Head
[Signature]
[Signature]
4/3/2023

Please return signed agreement back to (name/email): Elvira G/elvira.galaviz@fresnounied.org

Revised 2/23/23
**COMMERCIAL SUBLEASE**

Name of Facility: Bitwise 41

Address of Facility: 
- 2600 Ventura, Fresno California, 93721
- X 2721 Ventura, Fresno California, 93721
- 700 Van Ness, Fresno California, 93721

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EXHIBITS

A: LOCATION OF PREMISES
B: COMMON AREA
C: EXISTING EXCLUSIVES AND USE PROHIBITIONS
D: NOTICE OF SUBLEASE TERM DATES
E: SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
F: RULES AND REGULATIONS
SUBLEASE

As of the Effective Date (as defined below) and in consideration of the Rents and covenants hereinafter set forth, Sublandlord (as defined below) hereby leases to Subtenant (as defined below), and Subtenant hereby leases from Sublandlord, the following described Premises within the Facility upon the terms and conditions that follow. As used in this Sublease, the term “Parties” shall refer collectively to the Sublandlord and the Subtenant. The term “Party” shall refer to either the Sublandlord or the Subtenant as the use of the term dictates.

ARTICLE 1
FUNDAMENTAL LEASE PROVISIONS

1.1 Sublandlord: BLDG Services, LLC, a California limited liability company

1.2 Subtenant: Fresno Unified School District

1.3 Effective Date (Section 3.1) April 27, 2023

1.4 Description of Premises (Sections 2.1, 2.2). Bitwise 41, Suite 009.

1.5 Permitted Use of Premises (Section 4.1). General Office Use.

Notwithstanding the foregoing, in no event shall Subtenant use the Premises in violation of Section 4.2 and the Existing Exclusives and Use Prohibitions, if any, set forth in Exhibit C.

1.6 Sublease Term (Section 3.2). Commencing on the Rent Commencement Date if such date is the first day of the month, otherwise, the first day of the following calendar month and expiring on the last day of the month Twelve (12) months thereafter April 30th, 2024 (“Expiration Date”), subject to potential earlier termination or extension as set forth in this Sublease.

1.7 Rent Commencement Date (Section 5.1). Rent shall commence on the date the Premises are delivered to the Subtenant.

1.8 Initial Monthly Rent* (Section 5.2). The monthly rent shall be nine thousand four hundred seventy two and ten cents ($9472.10). If the Rent Commencement date is other than the first day of the month then the first partial month’s Rent shall be prorated based on the number of days remaining to the end of the month times the number of days in the month.

* This is a gross rent unless otherwise specified herein. The Monthly rent includes a purchase of furnitures and fixtures in the amount of $22,665.20 and Tenant Improvements charges in the amount of $1000 (detailed in Exhibits G and H)
1.9 Rent Increases. (Yes ___/No X__). [If this is checked yes then insert a rent increase schedule here by months]

1.10 Security Deposit (Yes X_/No___). If checked Yes, then a Security Deposit of nine thousand four hundred seventy two and ten cents ($9472.10) is due on the Effective Date of the Lease.

1.11 Options (Yes ___/No X__). (If checked Yes see Section 3.7).

1.11a Rent Increases During Option Periods. [If 1.11 is checked yes then insert a rent increase schedule here by months during the option period]

1.12 Contact for Notices (Section 18.16).

To Sublandlord:

BW Industries, Inc.
Attn: Sandi Olguin
Address: 700 Van Ness Avenue
City/State/Zip: Fresno, California 93721
Phone: 559-500-9881
E-Mail: solguin@bitwiseindustries.com

To Subtenant: Fresno Unified School District

Attn: CAO - Dr. Natasha Baker
Address: 2309 Tulare Street
City/State/Zip: Fresno, California, 93721
Phone: 559-457-3731
E-Mail: Natasha.baker@fresnounified.org

1.13 Guarantors (Yes ___/No X__). [If there are Guarantors, a separate guarantee will need to be executed.]

1.14 Broker(s) (Section 18.10):

Sublandlord Broker: N/A

Subtenant Broker: N/A

The foregoing provisions of this Article 1 summarize for convenience only certain key terms of the Sublease delineated more fully in the Articles and Sections which follow. In the event of a conflict between the provisions of this Article 1 and the balance of the Sublease, the latter shall control.

1.15 Master Lease. The Parties acknowledge that this Sublease is made under the terms and conditions set forth in the Master Lease dated November 1, 2019 between the Sublandlord and DURANT ENTERPRISES, L.P. a California limited partnership and BALTARA ENTERPRISES, L.P., a California limited
partnership ("Master Landlord"), as may be amended from time to time. This Sublease is subject to and subordinate to that Master Lease. If there is any inconsistency between the requirements of this Sublease and the Master Lease as it applies to the Parties, the Master Lease shall control.

ARTICLE 2
PREMISES

2.1 Sublease of Premises. Subject to the Master Lease, Sublandlord hereby subleases to Subtenant and Subtenant hereby subleases from Sublandlord, as of the Effective Date, at the Rent and upon the covenants and conditions hereinafter set forth, the commercial space referred to herein as the Premises and described above.

2.2 Description of Facility. The Premises are contained within a larger facility ("Facility") which the Sublandlord leased to one or more other Subtenants. The Subtenant acknowledges that the current configuration of the Facility is tentative and that Sublandlord has the right at any time to expand, reduce, remove, demolish, renovate or construct any existing or new improvements in the Facility, including those in the Common Area. This includes changing other Subtenant spaces and the Subtenants and Subtenant mix itself. Notwithstanding the foregoing, Sublandlord agrees in connection with any such actions:

(i) to use Sublandlord’s commercially reasonable efforts not to interfere with the conduct of Subtenant’s business from the Premises or ingress or egress to and from the Premises;

(ii) not to change, without Subtenant’s consent (which shall not be unreasonably withheld), the primary access points to and from the Premises; or

(iii) make any other changes, without Subtenant’s consent (which shall not be unreasonably withheld), which would have a materially adverse effect on Subtenant’s use of or access to the Premises.

2.3 Common Area. In addition to the Premises, Subtenant shall have the right in conjunction and cooperation with all other Subtenants to the use and enjoyment of the Common Area in and around the Facility. The current Common Area are shown on Exhibit B.

2.4 Right to Relocate. During the Term, the Sublandlord retains the right to relocate the Subtenant within the Facility, provided that the new space is of similar quality and sufficient size. To the extent the location is not as desirable to the Subtenant or is reduced in size, the Sublandlord and Subtenant may discuss adjustment in the monthly Rent. All direct costs related to any such relocation shall be at the expense of the Sublandlord.

ARTICLE 3
TERM

{9612/001/01275865.DOCX}
3.1 Effective Date. The date when both Parties have executed this Sublease shall for all purposes be the “Effective Date.”

3.2 Sublease Term. This Sublease shall become legally binding as of the Effective Date and shall remain in full force and effect thereafter until the Expiration Date, unless sooner terminated as provided in this Sublease. Said Sublease Term shall commence on either the Rent Commencement Date if such date is the first day of the month, or, in all other cases, on the first day of the calendar month following the Rent Commencement Date. For purposes of this Sublease, the term “Sublease Year” shall mean each consecutive full twelve (12)-month period during the Sublease Term; provided, however, that the first Sublease Year shall commence on the Rent Commencement Date if such date is the first day of the month, or, in all other cases, on the first day of the calendar month following the Rent Commencement Date.

3.3 Acceptance of the Premises. Sublandlord agrees to deliver to Subtenant, and Subtenant agrees to accept from Sublandlord, possession of the Premises on the Delivery Date (as defined in this Section). As used herein, the term “Delivery Date” shall mean the date Sublandlord has delivered:

(i) an original, fully executed Sublease to Subtenant; and

(ii) the Premises to Subtenant ready for it to be occupied.

3.4 Possession Date; Projected Opening Date; Delayed Possession. It is currently anticipated that Sublandlord will deliver possession of the Premises to Subtenant with Sublandlord’s Work Substantially Completed on or prior to the date which is zero (0) days after the Effective Date (“Required Delivery Date”). Subject to force majeure and Subtenant delays, if Sublandlord does not deliver the Premises to Subtenant in the condition required herein by the date which is ninety (90) days after the Required Delivery Date (“Extended Delivery Date”), Subtenant may immediately terminate this Sublease without penalty or further obligation by providing written notice to Sublandlord within ten (10) days after the Extended Delivery Date. See Exhibit D which will be delivered to Subtenant after the possession is delivered.

3.5 Holding Over. If, after the expiration or earlier termination of the Sublease Term, Subtenant remains in possession of the Premises without Sublandlord’s express written consent, Subtenant shall become a Subtenant from month-to-month only (terminable upon thirty (30) days’ notice by either Party), upon all of the provisions of this Sublease (except as to Term and Rent), but the monthly installments of the Rent payable by Subtenant shall be increased to one hundred twenty-five percent (125%) of the monthly installments of Rent payable by Subtenant at the expiration of the Sublease Term, prorated on a daily basis. Acceptance by Sublandlord of Rent after such expiration or earlier termination shall not result in a renewal or extension of this Sublease. The provisions of this Section are in addition to and do not affect Sublandlord’s right of re-entry or any other rights of Sublandlord hereunder or as otherwise provided by law.

3.6 Surrender of the Premises. At the expiration of the Sublease Term or earlier termination of the Sublease, Subtenant shall remove all of its Personal Property (as defined in Article 9 below) from the
Premises and surrender possession of the Premises to Sublandlord in broom clean condition and good state of repair, except ordinary wear and tear, damage or destruction covered by Article 12, and any repair Sublandlord is obligated to perform pursuant to the Sublease.

3.7 Options to Extend the Sublease. (If and only if Section 1.11 is checked “Yes,” then this Section applies to the Sublease). The Subtenant shall have ___ (___) options to extend the Sublease (“Option”). Each Option shall extend the Sublease an additional _____ (___) months. In order to exercise an Option, the following must be true:

(i) the Subtenant is not in default under any term or condition of the Sublease;

(ii) the Subtenant has notified the Sublandlord in writing at least one hundred twenty (120) days prior to the end of the current Term of the exercise of the Option;

(iii) the terms and conditions of this Sublease shall continue to control the relationship of the Parties during any Option period; and

(iv) the Rent shall, during the Option periods, be based on the amounts shown in Section 1.11a.

ARTICLE 4

POSSESSION, USE AND OPERATION

4.1 Permitted Uses. Subtenant shall use the Premises solely for the purpose or purposes specified in Section 1.5 and for no other purpose whatsoever (“Permitted Uses”) and shall operate its business on the Premises within those Permitted Uses.

4.2 Duties and Prohibited Conduct. Subtenant shall not use, or suffer or permit any person or persons to use, the Premises for:

(i) the sale or display of pornography, nudity, graphic violence, drug paraphernalia, or any goods and/or services which, in the sole discretion of Sublandlord, are inconsistent with the image of the Facility;

(ii) conducting an auction, distress, fire, bankruptcy or going-out-of-business sale;

(iii) causing or permitting waste to occur in the Premises;

(iv) depositing its trash and rubbish in other than those receptacles provided by Sublandlord;

(v) (unless otherwise permitted by this Sublease) keeping live animals of any kind;

(vi) advertising by means or any medium that can be heard or experienced outside the Premises; and

(vii) displaying or selling merchandise on place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises.
Except as otherwise provided herein, Subtenant shall, at its cost, comply with all laws relating to the use, occupancy, maintenance, repair and alteration of the Premises. As to its leasehold estate, Subtenant and all persons in possession thereof will conform to and will not violate the terms of any matters of record affecting the realty underlying the Premises, whether now existing or hereafter created. Subtenant shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises. At Subtenant’s sole expense, Subtenant shall procure, maintain and hold available for Sublandlord’s inspection any governmental license or permit required for the proper and lawful conduct of Subtenant’s business.

4.3 Deliveries. Deliveries to the Facility by third parties shall be handled by the Sublandlord and delivered to the Subtenant by the end of business each business day (provided that the delivery is received no later than 2:00 p.m.). If, however, a delivery is 45 pounds or larger, the Subtenant will need to make its own arrangements for delivery to the Subtenant.

4.4 Opening for Business and Operating Covenant. If, and only if, Subtenant is operating a retail business from the Premises, Subtenant covenants and agrees that it shall open for business to public, fully stocked and fixturized within sixty (60) days after the Delivery Date, and from and after such opening shall continuously and uninterruptedly:

(i) operate and conduct within the Premises the business which it is permitted to operate and conduct as set forth in Section 1.5, except while the Premises are untenanted by reason of fire or other casualty;

(ii) maintain within the Premises an adequate stock of merchandise together with sufficient personnel to service and supply the usual and ordinary requirements of its customers; and

(iii) maintain regular hours of business consistent with other Subtenants in the Facility.

4.5 Sign Criteria. Subtenant shall not place, affix or maintain any signs, advertising placards, names, insignia, trademarks, descriptive material or any other similar item or items outside, on or within twenty-four inches (24") of the store front, the glass panes and supports of the windows, or any window or door of the Premises, or anywhere within, on or about the Premises that may be viewed from the other portions of the Facility, except such signs as Sublandlord, in its reasonable discretion, shall approve in writing. In the event that a Subtenant wishes to have signage exterior to the Facility, it must be ordered through the Sublandlord and approved by the Sublandlord. The cost of such signage and its installation shall be at the expense of the Subtenant. Subtenant’s exterior signage (and its graphics, materials, color, design, lighting, size, specifications and exact location of such sign) shall be consistent with the Sign Criteria, rules and regulations governing the Facility, and shall be subject to all applicable local governmental laws, rules, regulations, codes and other approvals. The cost to design, install (including, without limitation, any hook-up fees or permits), operate and maintain Subtenant’s exterior identification signage shall be paid for by Subtenant. Subtenant shall also be required, at the expiration or earlier termination of the Sublease, to pay the Sublandlord’s costs for the removal of any of Subtenant’s exterior identification signage (and repair costs for any damage to the Premises or the building of which the Premises are a part caused by such removal).
4.6 **Interior Window Signage.** Subtenant shall have the right to place signage on the interior windows and facade of the Premises, whether visible or not from the exterior (“Interior Signage”), provided Subtenant’s Interior Signage is:

(i) of professional quality;

(ii) presented in a first-class manner;

(iii) consistent with the majority of Subtenant’s similar leases nationwide, if any;

(iv) consistent with the Sign Criteria, rules and regulations governing the Facility; and

(v) subject to all applicable local governmental laws, rules, regulations, codes and other approvals.

4.7 **Rules and Regulations.** Subtenant further covenants and agrees that Subtenant shall: (i) not make any use of the Facilities; (ii) use its diligent efforts not to permit any of its officers, employees, agents, servants or contractors to use; and (iii) use its reasonable efforts not to permit its customers to use the Premises or Common Area (as defined in Section 2.3 above) or any part thereof for any use or purpose contrary to the provisions of the rules and regulations set forth in Exhibit F attached hereto, or any other non-discriminatory rules and regulations reasonably promulgated by Sublandlord in connection with Subtenant’s use of the Premises for the Permitted Use (collectively, “Rules and Regulations”) or in violation of the laws of the United States of America, the State of California, or the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Facility. Notwithstanding the foregoing, Sublandlord agrees that the Rules and Regulations shall not be discriminated against Subtenant, nor materially increase Subtenant’s obligations or materially decrease Subtenant’s rights under this Sublease.

**ARTICLE 5**  
**RENT**

5.1 **Rent Commencement Date.** Subtenant’s obligation to pay any amount of Rent under this Sublease shall commence upon the Rent Commencement Date.

5.2 **Minimum Monthly Rent.** Subtenant agrees to pay as Rent specified in Section 1.8 for the use and occupancy of the Premises. Subtenant shall pay this monthly in equal installments during each year, in advance, on the first day of each calendar month, without setoff, deduction, prior notice or demand. Should the Rent Commencement Date occur on a day other than the first day of the calendar month, then the Rent for such first fractional month shall be paid on the Rent Commencement Date and shall be computed on a daily basis for the period from the Rent Commencement Date to the end of such calendar month for each such day through the end of the month divided by the number of days in that month, and thereafter shall be computed and paid as aforesaid.

5.3 **Interest on Late Payments; Late Charge.** If Subtenant fails to pay, within ten (10) days after the same is due and payable, the Rent or any additional amounts that come due to the Sublandlord, if any,
such unpaid amounts shall bear interest at the Interest Rate (as defined in Section 18.7 below) from the
date due to the date of payment. In addition to such interest, Subtenant acknowledges that the late
payment by Subtenant of any Rent will cause Sublandlord to incur certain costs and expenses not
contemplated under this Sublease, the exact amount of which are extremely difficult or impracticable to
fix. Such costs and expenses will include, without limitation, administrative, collection, processing and
accounting costs and expenses. Therefore, if any such installment of Rent is not received by Sublandlord
from Subtenant by the tenth (10th) day after such Rent is due,

(i) Subtenant shall immediately pay to Sublandlord a late charge of five percent (5%) of Rent due
or any additional amounts then due; and

(ii) all unpaid amounts of Rent and any additional amounts due shall, at Sublandlord’s option,
thereafter be payable in the form of a certified or cashier’s check.

Sublandlord and Subtenant agree that this late charge represents a reasonable estimate of such costs
and expenses and is fair compensation to Sublandlord for its loss caused by Subtenant’s nonpayment.
Should Subtenant pay said late charge but fail to pay contemporaneously therewith all unpaid amounts
of Rent and any additional amounts due, Sublandlord’s acceptance of this late charge shall not constitute
a waiver of Subtenant’s default with respect to Subtenant’s nonpayment nor prevent Sublandlord from
exercising all other rights and remedies available to Sublandlord under this Sublease or under law.

5.4 Address for Payments. Subtenant shall pay all Rent and other payments to Sublandlord at
700 Van Ness Blvd., Fresno California 93721, or at such other place as may from time to time be
designated by Sublandlord in writing at least ten (10) days prior to the next ensuing payment date. The
Subtenants can also make payments electronically through Appfolio.

ARTICLE 6
UTILITIES & SERVICES

6.1 Basic Utility and General Services. Sublandlord agrees that it will make available to Subtenant
basic utilities (electricity, internet, garbage, janitorial and HVAC) (hereinafter collectively referred to as
“Utilities/Services”) to the Premises or, at Sublandlord’s sole option, to a central distribution point
outside the Premises. These costs are paid by the Sublandlord and are included in the Rent.

6.2 Additional Utilities or Services. If the Subtenant requires additional utilities or services beyond
those describe above or that are specialized, it shall request them through the Sublandlord and either
the Sublandlord will supply them or will direct the Subtenant to contract directly for those additional
utilities or services. In any case of additional utilities or services, they shall be paid for by the Subtenant.

6.3 No Sublandlord Liability for Interruption of Service. Sublandlord shall not be liable, in damages
or otherwise, for any discontinuance, failure or interruption of Utilities/Services to the Premises. No
such discontinuance, failure or interruption shall be deemed a constructive eviction of Subtenant or
entitle Subtenant to terminate this Sublease or withhold payment of any Rent due under this Sublease.
6.4 Rent Abatement. Notwithstanding any other provisions of this Sublease, in the event there is an interruption of essential (denying reasonable access to operational requirements) Utilities/Services ("Essential Services") to the Premises by reason of negligence or willful misconduct by Sublandlord or Sublandlord’s employees, contractors or agents, which interruption prevents Subtenant from using the Premises for the conduct of its business for a period in excess of five (5) consecutive business days, and provided Subtenant does not occupy the Premises during such period, then Subtenant shall be entitled to abate the payment of Rent due pursuant to the terms of this Sublease for a period commencing on the sixth (6th) business day of the interruption of such Essential Services and ending on the earlier of:

(i) the date Subtenant reoccupies the Premises for the conduct of its business therein; or

(ii) the date Sublandlord shall have restored the provision of the Essential Services so interrupted.

ARTICLE 7
INDEMNITY; INSURANCE

7.1 Subtenant’s Indemnity of Sublandlord. Sublandlord shall not be liable for, and Subtenant shall defend, indemnify and protect Sublandlord from any claim, demand, liability, judgment, award, fine, mechanic’s lien or other lien, loss, damage, expense, charge or cost of any kind or character (including actual attorneys’ fees and court costs) arising directly or indirectly from:

(i) any labor dispute involving Subtenant or its contractors or agents;

(ii) the construction, repair, alteration, improvement, use, occupancy or enjoyment of the Premises by Subtenant, its agents, employees, contractors or invitees; or

(iii) a breach of Subtenant’s obligations hereunder (hereinafter referred to as “Claims”).

Provided, however, Subtenant shall have no obligation to defend, indemnify or protect Sublandlord from Claims to the extent caused by the negligent, willful or criminal acts of Sublandlord and/or its agents, and Sublandlord shall indemnify, defend and protect Subtenant with respect to such Claims. Sublandlord and Subtenant’s obligations under this Section shall survive the expiration or earlier termination of this Sublease.

7.2 Subtenant’s Insurance Obligation. Subtenant further covenants and agrees that from and after the earlier of substantial completion of the Premises or Subtenant’s entry into the Premises with Sublandlord’s consent, Subtenant will carry and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

(i) General Liability with General Aggregate Amount and Per Occurrence Limit. Commercial General Liability with General Aggregate Amount and Per Occurrence Limit insurance for personal injury and property damage with coverage limits of not less than Two Million Dollars ($2,000,000) combined single limit per occurrence and, in the aggregate (or such greater amount as Sublandlord’s lender may require or as Sublandlord may reasonably request from time to
time), insuring against any and all liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. All such insurance shall specifically insure the performance by Subtenant of the indemnity agreement contained in Section 7.1. During any construction performed by or on behalf of Subtenant, Subtenant shall obtain a “course of construction” endorsement to such insurance.

(ii) **Workers’ Compensation.** The amount of workers’ compensation insurance required by the state in which the Facility is located for the benefit of Subtenant’s employees.

(iii) **Plate Glass.** Insurance covering full replacement cost of all plate glass on the Premises. Subtenant shall have the option either to insure commercially or to self-insure this risk.

(iv) **Equipment.** Machinery insurance on all air-conditioning equipment and systems which exclusively serve the Premises, if any. If said equipment and the damage it may cause are not covered by Subtenant’s “Special Form” insurance, then the insurance specified in this Subsection shall be a reasonable amount determined by Sublandlord.

(v) **Subtenant’s Improvements.** Subtenant shall maintain insurance covering its:

   (A) merchandise;

   (B) Fixtures, including the items specified as Subtenant’s Work;

   (C) Improvements permitted under Article 8; and

   (D) Personal Property from time to time in, on or upon the Premises.

Such above listed insurance for Subtenant Improvements shall be in an amount not less than one hundred percent (100%) of their full replacement cost, providing protection against any peril included within the classification “Special Form,” including, without limitation, coverage for sprinkler and flood damage and theft.

(vi) **Business Income.** Business Income insurance in such amount as will reimburse Subtenant for direct or indirect earnings attributable to all perils commonly insured against by prudent retail Subtenants or attributable to prevention of access to the Premises or Facility as a result of such perils.

(vii) **Additional Insurance.** Subtenant shall carry and maintain during the Sublease Term such other reasonable types of insurance coverage and in such reasonable amounts covering the Premises and Subtenant’s particular operations therein as may be required by Sublandlord’s lender or as may be reasonably requested by Sublandlord from time to time, including liquor liability coverage if at any time alcoholic beverages are distributed from, sold at or served at the Premises.

7.3 **Form of Policies.** All policies of insurance required under Section 7.2 shall be issued by insurance companies qualified to do business in the state where the Facility is located and holding a
general policyholder’s rating of not less than “A” and a financial rating of not less than “Class VIII” as rated in the most current available “Best’s” Insurance Reports. All such policies shall contain cross-liability endorsements and shall name Sublandlord, Sublandlord’s mortgagees or beneficiaries, and such additional individuals or entities as Sublandlord shall from time to time designate as “Additional Insureds.” Executed copies of such policies of insurance or certificates thereof shall be delivered to Sublandlord within thirty (30) days after the Effective Date and, thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Sublandlord within thirty (30) days prior to the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Subtenant in like manner and to like extent. All policies of insurance delivered to Sublandlord must contain a provision that the company writing said policy will give to Sublandlord thirty (30) days’ notice in advance of any cancellation, lapse, reduction in the amount of coverage or other adverse change respecting such insurance. All General Liability with General Aggregate Amount and Per Occurrence Limit, property damage and other casualty policies shall be written as primary policies, not contributing with or secondary to coverage which Sublandlord may carry. If Subtenant fails to procure any such policy of insurance, or to deliver any such policy or certificate, Sublandlord may, at its option, procure such policy for the account of Subtenant, and the cost thereof shall be paid to Sublandlord as additional amounts due within ten (10) days after delivery to Subtenant of invoice therefor.

7.4 Sublandlord’s Insurance Obligation. At all times during the Sublease Term, Sublandlord shall maintain in effect a policy or policies of insurance providing protection for the following liabilities and/or risks:

(i) General Liability. General liability with general aggregate amount and per occurrence limit for bodily injury and property damage arising from Sublandlord’s ownership and/or operation of the Facility with coverage limits at least equal to those Subtenant is required to maintain in accordance with Subsection 7.2.(i); and,

(ii) Special Form. Any peril, in Sublandlord’s sole discretion, insurable under a Special Form policy covering the building of which the Premises are a part, exclusive of any item insured by Subtenant pursuant to Subsection 7.2.(v), in an amount which is equal to such building’s full replacement cost (exclusive of the cost of excavations, foundation and footings);

7.5 Mutual Waivers of Rights. Sublandlord (for itself and its insurer, and to the extent and on the condition that Subtenant carries and maintains at all times the insurance required under Section 7.2) hereby waives any rights, including rights of subrogation, and Subtenant (for itself and its insurer, and to the extent and on the condition that Sublandlord carries and maintains at all times the insurance required under Section 7.4) hereby waives any rights, including rights of subrogation, it may have against the other, and Subtenant (for itself and its insurer) hereby waives any rights, including rights of subrogation, it may have against other Subtenants of the Facility (provided such other Subtenants have waived such rights against Subtenant) for compensation of any loss or damage occasioned to Sublandlord or Subtenant, as the case may be, with regard to their respective property, the Premises, its
contents or portions of the Facility, arising from any risk generally covered by the insurance Sublandlord and Subtenant are required to carry and maintain under the Article.

ARTICLE 8
SUBTENANT’S RIGHT TO MAKE IMPROVEMENTS; MECHANIC’S LIENS

8.1 No Right to Alter Premises. Unless there is an addendum to this Sublease listing certain work the Subtenant is authorized to do under this Sublease, the Sublandlord will prepare the Premises in move-in-ready condition for the Subtenant. The Subtenant is not authorized to make any physical alteration to the Premises beyond moving in fixtures and furniture. No fixtures may be attached to the Premises without the prior written consent of the Landlord. The restrictions in this Section apply to the entire Term of the Sublease.

8.2 Improvements/Sublandlord Consent. Before any modification may be made to the Premises, it shall require the Sublandlord’s prior written consent. In no event shall Subtenant make or cause to be made any penetration into or through the roof or floor of the Premises without obtaining the prior approval of Sublandlord. Subtenant agrees to reimburse Sublandlord for all costs and expenses (including, without limitation, any architect and/or engineer fees) incurred by Sublandlord in approving or disapproving Subtenant’s plans for such Improvements.

8.3 Construction Requirements. All Improvements to be made to the Premises after approval of the Sublandlord shall be made under the supervision of a competent architect or licensed structural engineer and made in accordance with plans and specifications approved by Sublandlord. Sublandlord’s approval of such plans and specifications shall create no liability or responsibility on the part of Sublandlord for their completeness, design sufficiency or compliance with laws. All work with respect to any Improvements must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except as otherwise reasonably required during the period of such work. Upon the expiration or earlier termination of this Sublease, such Improvements shall not be removed by Subtenant but shall become a part of the Premises unless otherwise required by Sublandlord. All Improvements shall be constructed strictly in accordance with the laws and ordinances relating thereto. In performing the work of any such Improvements, Subtenant shall have the work performed in such a manner as not to obstruct access to the premises of any other Subtenant in the Facility. Notwithstanding anything to the contrary contained herein, any and all Improvements shall be constructed under any reasonable rules and regulations imposed by the Sublandlord at any time.

8.4 Subtenant’s Covenants. Subtenant agrees that it shall pay or cause to be paid all costs of labor, services and/or materials supplied in the prosecution of any work done or caused to be done on the Premises, and Subtenant will keep the Premises free and clear of all mechanic’s liens and other such liens on account of work done for Subtenant or persons claiming under Subtenant. If Subtenant desires to contest any such claim of lien, it shall either:
(i) post a mechanic’s lien release bond issued by a responsible corporate surety in an amount sufficient to satisfy statutory requirements therefor in the state where the Facility is located; or

(ii) furnish Sublandlord with adequate security for the amount of the claim plus estimated costs and interest; and

(iii) promptly pay or cause to be paid all sums awarded to the claimant on its suit.

Subtenant shall forthwith notify Sublandlord in writing of any claim of lien filed against the Premises or the commencement of any action affecting the title thereto. Sublandlord or its representatives shall have the right to go upon and inspect the Premises at all reasonable times and shall have the right to post and keep posted thereon notices of nonresponsibility or such other notices which Sublandlord may deem to be proper for the protection of Sublandlord’s interest in the Premises.

8.5 Sublandlord’s Right to Cure. If Subtenant shall be in default of any of its covenants in this Article by failing to provide security for or satisfaction of any mechanic’s or other such lien, then Sublandlord may (but shall not be obligated to), in addition to any other rights or remedies it may have, discharge said lien by:

(i) paying the claimant an amount sufficient to settle and discharge the claim;

(ii) posting a mechanic’s lien release bond; or

(iii) taking such action as Sublandlord shall deem appropriate.

In any such event, Subtenant shall pay as any additional amounts due, on Sublandlord’s demand, all costs (including reasonable attorneys’ fees) incurred by Sublandlord in settling and discharging said lien, together with interest thereon in accordance with Section 18.7, from the date of Sublandlord’s payment of said costs. Sublandlord’s payment of said costs shall not waive any default of Subtenant under this Article.

ARTICLE 9
PERSONAL PROPERTY; FIXTURES

9.1 Subtenant’s Personal Property. All of Subtenant’s trade fixtures, furniture, furnishings, signs and other personal property not permanently affixed to the Premises (collectively referred to herein as “Personal Property”) must be new or like new when installed in or attached to the Premises by Subtenant. Subject to the provisions of Section 9.2, any such Personal Property shall remain the property of Subtenant. Provided Subtenant is not in default under the terms of this Sublease, Subtenant shall have the right to remove any or all of its Personal Property which it may have stored or installed in the Premises, so long as Subtenant shall immediately replace the same with similar Personal Property of comparable or better quality, except Subtenant shall not be obligated to replace such Personal Property at the expiration or earlier termination of this Sublease. Subtenant shall, at its expense, immediately repair any damage occasioned to the Premises by reason of the removal of any such Personal Property.
9.2 **Items Affixed to the Premises.** Subtenant’s Improvements, Subtenant’s Work and any Personal Property allowed to be installed in the Premises that becomes realty under applicable law are collectively referred to in this Sublease as “Fixtures” and shall become the property of Sublandlord upon the expiration or earlier termination of this Sublease.

9.3 **Sublandlord’s Lien Waiver.** Sublandlord, within thirty (30) days after request from Subtenant, shall execute and deliver any document reasonably required by any supplier, lessor, or lender in connection with the granting, creating, or perfecting by Subtenant of a security interest in and to Subtenant’s movable Personal Property (including, but not limited to, Subtenant’s food, inventory, supplies, merchandise, furniture, machinery and equipment) and any proceeds therefrom, pursuant to which Sublandlord shall subordinate any rights it may have or acquire with respect to said Personal Property of Subtenant, and any proceeds therefrom, if the supplier, lessor, or lender agrees in writing that:

(i) it will remove that property from the Premises before the expiration of the Term or within ten (10) days after termination of this Sublease; and

(ii) it will, at its sole cost and expense, make whatever restoration to the Premises that is necessary by such removal.

9.4 **Subordination of Sublandlord’s Lien.** Notwithstanding anything to the contrary contained herein, Sublandlord hereby agrees that any lien (whether by statute or by contract) which it may have on Subtenant’s leasehold estate in the Premises, goods, inventory, equipment, trade fixtures, furniture and/or all other removable Personal Property belonging to Subtenant located in the Premises, and the proceeds therefrom, but excluding any Improvements paid for with the Construction Allowance, is and shall be subordinate to the rights of any institutional lender which is a secured creditor of Subtenant for the purpose of financing Subtenant’s operations.

9.5 **Personal Property Taxes.** Subtenant shall pay before delinquency all taxes (including sales and use taxes), assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its merchandise and Personal Property. In the event any such items of property are assessed with property of Sublandlord, then, and in such event, such assessment shall be equitably divided between Sublandlord and Subtenant. Sublandlord shall determine the basis of dividing any such assessment, and such determination shall be binding upon both Sublandlord and Subtenant.

**ARTICLE 10**

**ASSIGNMENT AND SUBLETTING**

10.1 **Definitions.** As used in this Article 10, the following definitions shall apply:

(i) “Transfer” means any:
(A) assignment of some or all of Subtenant’s interest, rights and duties in the Sublease and/or the Premises, including Subtenant’s right to use, occupy and possess the Premises; or

(B) sublease of Subtenant’s right to use, occupy and possess the Premises, in whole or in part.

(ii) “Change of Control” means the transfer by sale, assignment, death, incompetency, mortgage, deed of trust, trust, operation of law, or otherwise of any shares, voting rights or ownership interest which will result in a change in the identity of the person or persons exercising, or who may exercise, effective control of Subtenant, unless such change results from the trading of shares listed on a recognized public stock exchange and such trading is not for the purpose of acquiring effective control of Subtenant. If Subtenant is a private corporation whose stock becomes publicly held, the transfers of such stock from private to public ownership shall not be deemed a Change of Control.

(iii) “Occupancy Transaction” means any Transfer, Change of Control, or other arrangement whereby the identity of the person or persons using, occupying or possessing the Premises changes or may change.

(iv) “Transferee” means the proposed assignee, sublessee, mortgagee, beneficiary, pledgee or other recipient of Subtenant’s interests, rights or duties in this Sublease or the Premises in the Occupancy Transaction.

10.2 Restrictions on Transfers. Subtenant shall not enter into, or consent to, an Occupancy Transaction without first procuring Sublandlord’s written consent, which Sublandlord shall not withhold unreasonably. The Parties agree, however, that the manner of operation of the Premises and conduct of business thereon by Subtenant will have an impact on the quality and reputation of the Facility. Accordingly, the Parties agree that in approving or disapproving of any proposed Occupancy Transaction, Sublandlord shall be entitled to take into consideration, by way of example and not limitation, any or all of the criteria set forth below and that it shall not be unreasonable for Sublandlord to withhold its consent if any of the following situations exist or may exist:

(i) in Sublandlord’s reasonable business judgment, the Transferee lacks sufficient business reputation or experience to operate a successful business of the type and quality permitted under the Sublease;

(ii) in Sublandlord’s reasonable business judgment, the present net worth of the Transferee is less than the greater of Subtenant’s net worth (and the net worth of Subtenant’s guarantor, if any) at the Effective Date or Subtenant’s net worth (and the net worth of Subtenant’s guarantor, if any) at the date of Subtenant’s request for consent to the Occupancy Transaction; or
(iii) the proposed Occupancy Transaction would breach any covenant of Sublandlord respecting radius, location, use or exclusivity in any other lease, financing agreement or other agreement relating to the Facility.

No assignment shall release Subtenant or Guarantor, if any, from their respective obligations and liabilities hereunder and under the Guaranty, if any.

10.3 No Transfers during Default. Subtenant shall not have the right or power to request Sublandlord’s consent to, or to enter into, an Occupancy Transaction if Subtenant shall be in default under the provisions of this Sublease.

10.4 Procedures for Request for Consent. Should Subtenant desire to enter into an Occupancy Transaction, Subtenant shall give notice thereof to Sublandlord (the “Occupancy Transaction Notice”) by requesting in writing Sublandlord’s consent to such Occupancy Transaction at least sixty (60) days before the proposed effective date of any such Occupancy Transaction and shall provide Sublandlord with the following:

(i) the full particulars of the proposed Occupancy Transaction including its nature, effective date, terms and conditions, and copies of any documents pertaining to such proposed transaction;

(ii) a description of the portion of the Premises to be transferred (the “Subject Space”);

(iii) a description of the identity, net worth and previous business experience of the Transferee, including, without limitation, copies of Transferee’s latest income, balance sheet and change-of-financial-position statements (with accompanying notes and disclosures of all material changes thereto) in audited form, if available, and certified as accurate by the Transferee; and

(iv) any further information relevant to the transaction which Sublandlord shall have requested within fifteen (15) days after receipt of Subtenant’s request for consent.

10.5 Period for Review. Within thirty (30) days after receipt of Subtenant’s request for consent and the information set forth in Section 10.4, Sublandlord may respond as follows:

(i) consent to the Occupancy Transaction, subject to Subsection 10.8 below;

(ii) refuse to consent to the Occupancy Transaction; or

(iii) elect to recapture the Subject Space as set forth in Section 10.6 below.

10.6 Sublandlord’s Option as to Subject Space. Notwithstanding anything to the contrary contained in this Article 10, Sublandlord shall have the option, by giving written notice to Subtenant within ten (10) days after receipt of any Occupancy Transaction Notice, to recapture the Subject Space. In the event such option is exercised by Sublandlord, this Sublease shall be canceled and terminated with respect to the Subject Space as of the date stated in the Occupancy Transaction Notice as the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Occupancy Transaction Notice. In the event of a recapture by Sublandlord, if this Sublease shall be canceled with respect to less
than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Subtenant in proportion to the number of rentable square feet contained in the Premises, and this Sublease as so amended shall continue thereafter in full force and effect, and, upon request of either party, the Parties shall execute written confirmation of the same. If Sublandlord declines or fails to timely elect to recapture the Subject Space under this Section, then, provided Sublandlord has consented to the proposed Transfer, Subtenant shall be entitled to transfer the Subject Space to the proposed Transferee, subject to the provisions of this Article 10.

10.7 Documentation. Each Occupancy Transaction to which Sublandlord has consented shall be evidenced by an instrument made in such written form as is satisfactory to Sublandlord and executed by Subtenant and Transferee. By such instrument, Transferee shall assume all the terms, covenants and conditions of this Sublease which are obligations of Subtenant. Subtenant shall remain fully liable to perform its duties under the Sublease following the Occupancy Transaction.

10.8 Nullity. Any purported Occupancy Transaction consummated in violation of the provisions of this Article 10 shall, at Sublandlord’s election, be null and void and of no force or effect.

10.9 Waiver. If Subtenant requests Sublandlord’s consent to an Occupancy Transaction, and Sublandlord’s consent is impermissibly withheld, Subtenant waives any right to seek damages or terminate this Sublease under California Civil Code Section 1995.310, or any similar law now or hereafter in effect, it being the intention of the Parties that Subtenant’s rights in such event shall be limited to seeking an injunction or specific performance.

10.10 Other Assignment/Sublet Rights. Notwithstanding anything to the contrary contained herein:

(i) For as long as Subtenant’s stock (or the stock of Subtenant’s parent company, if any) is listed for trading on a recognized public securities exchange or NASD over-the-counter market, Sublandlord’s consent shall not be required in connection with:

(A) any transfer of such stock; or

(B) any offering of Subtenant’s stock (or the stock of Subtenant’s parent company, if any) on a recognized public securities exchange.

(ii) Subtenant shall be permitted, without Sublandlord’s consent, to transfer its Interest under this Sublease to an entity which acquires all or substantially all of Subtenant’s assets, subject to the other limitations contained in this Sublease.

(iii) Subtenant shall be permitted to sublet up to twenty five percent (25%) of the Premises without the consent of Sublandlord to any third party or third parties, provided the use of such assignee or subtenant is reasonably ancillary to Subtenant’s Permitted Use.
ARTICLE 11
REPAIRS AND MAINTENANCE

11.1 Repair and Maintenance of Premises. The Sublandlord shall repair and maintain the Premises in good condition during the Term, reasonable wear and tear excepted.

11.2 Subtenant’s Obligations. In the event that a need for the Sublandlord to repair or provide maintenance is the result of the Subtenant’s (or any agent or invitee of the Subtenant) misuse of or negligence within the Premises or the Common Area, then the Subtenant agrees to reimburse the Sublandlord for all the costs and expenses, to repair, maintain in good and tenantable condition, and replace, as necessary, the Premises and every part thereof, including, without limitation the following:

(i) all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises with Utilities on an exclusive basis (except as the appropriate utility company has assumed these duties);

(ii) any heating, ventilation and air-conditioning system ("HVAC Systems") exclusively serving the Premises;

(iii) all Fixtures and other equipment installed in the Premises;

(iv) all exterior and interior glass installed in the Premises;

(v) the storefront;

(vi) all store locks and closing devices;

(vii) all window sashes, casements and frames;

(viii) doors and door frames;

(ix) loading dock (if any);

(x) floor coverings, including carpeting, terrazzo and other special flooring; and

(xi) all such items of repair, maintenance, alteration, improvement or reconstruction in the interior of the Premises necessitated by:

(A) Subtenant’s particular use of the Premises; or

(B) any Alterations performed by or on behalf of Subtenant as may be required at any time or from time to time by a governmental agency having jurisdiction thereof.

All replacements made by Subtenant in accordance with this Section shall be of like size, kind and quality to the items replaced as they existed when originally installed and shall be subject to Sublandlord’s approval.
11.3 Limitation on Sublandlord’s Obligations. Subtenant waives and releases its right to make repairs at Sublandlord’s expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute or ordinance now or hereafter in effect.

ARTICLE 12
DAMAGE, DESTRUCTION AND RECONSTRUCTION

12.1 Casualty Insured by Sublandlord. In the event the Premises are damaged by fire or other perils covered by Sublandlord’s insurance, Sublandlord shall within a period of ninety (90) days thereafter commence repair, reconstruction and restoration (collectively referred to as “Reconstruction” in this Article) of the Premises. If the cost of Reconstruction exceeds the amount of insurance proceeds actually received by and available to Sublandlord for Reconstruction, Sublandlord may elect to terminate this Sublease by giving notice thereof to Subtenant within fifteen (15) days following Sublandlord’s determination that the cost of Reconstruction will exceed the insurance proceeds; provided, however, Subtenant may rescind Sublandlord’s election to so terminate this Sublease by paying to Sublandlord the difference between the cost of Reconstruction and the insurance proceeds within fifteen (15) days from the date Sublandlord gives such termination notice to Subtenant, in which event this Sublease shall not terminate and Sublandlord shall diligently prosecute the Reconstruction to completion.

12.2 Casualty near End of Term. In the event of partial or total destruction of the Premises during the last year of the Sublease Term, Sublandlord and Subtenant shall each have the option to terminate this Sublease on notice to the other of exercise thereof within thirty (30) days after such destruction. For purposes of this Article, “partial destruction” shall mean destruction to an extent of at least thirty-three and one-third percent (33.333%) of the Premises.

12.3 Uninsured Casualty. In the event the Premises are damaged by any casualty not covered by Sublandlord’s insurance to any extent whatsoever, Sublandlord shall have the election, and shall within ninety (90) days following the date of such damage give Subtenant written notice of Sublandlord’s election, either to perform and complete Reconstruction or terminate the Sublease.

12.4 Construction Provisions. In the event of any Reconstruction of the Premises under this Article, said Reconstruction shall substantially return the Premises to its condition prior to the casualty. Sublandlord shall not be responsible for Subtenant’s Personal Property in the Facility.

12.5 Release of Liability. Upon any termination of this Sublease under any of the provisions of this Article, the Parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to Sublandlord, except for its obligations which have theretofore accrued and are then unpaid. In the event of termination, all proceeds from Subtenant’s insurance (including self-insurance and deductibles) maintained pursuant to Article 7, covering Subtenant’s Fixtures, but excluding proceeds for Subtenant’s merchandise and Personal Property, shall be disbursed and paid to Sublandlord.
12.6 **Abatement of Rent.** In the event of Reconstruction as herein provided, then the Rent shall be abated proportionately with the degree to which Subtenant’s use of the Premises is impaired, commencing upon the date of the casualty and continuing until the date which is the earlier of:

(i) the date Subtenant recommences normal business in the portion of the Premises affected by the Reconstruction; or

(ii) the date that the coverage for the rental interruption insurance maintained by Sublandlord under Article 7 terminates.

Subtenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation to pay any additional amounts due shall remain in full force and effect. Subtenant shall not be entitled to any compensation or damages from Sublandlord for loss of use of the whole or any part of the Premises, the building of which the Premises are a part, Subtenant’s Personal Property, or any inconvenience or annoyance occasioned by such damage, Reconstruction or replacement. Subtenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Sublandlord is obligated to restore or may restore under any of the provisions of this Sublease.

12.7 **Major Destruction.** Notwithstanding any of the foregoing provisions of this Article, should there be a partial or total destruction of the Facility at any time after the Effective Date, Sublandlord shall have the right to terminate this Sublease on notice to Subtenant within thirty (30) days after such destruction. Notwithstanding anything to the contrary contained herein, Sublandlord shall not exercise its election to terminate this Sublease pursuant to this Section unless concurrently therewith Sublandlord is terminating the leases of the other Subtenants representing a majority of the leased square feet which are located within the Facility.

**ARTICLE 13**

**CONDEMNATION**

13.1 **Permanent Taking.** If any portion of the Premises or the Common Area shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof, and such taking renders the Premises unsuitable, in the reasonable judgment of Sublandlord, for Subtenant’s business operations, then Subtenant may terminate this Sublease by giving written notice to Sublandlord within twenty (20) days after such taking. In addition, if at least ten percent (10%) of the Facility shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof, then Sublandlord may terminate this Sublease by giving written notice to Subtenant within twenty (20) days after such taking. In the event of such termination, Subtenant shall thereupon be released from any liability thereafter accruing hereunder. The Rent for the last month of Subtenant’s occupancy shall be prorated, based on a thirty (30)-day month, and Sublandlord shall refund to Subtenant any Rent paid in advance. If this Sublease is not so terminated, Sublandlord shall repair and restore the Premises and/or the Facility, as the case may be, as practicable (but shall not be required to expend more than the amount of the award

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received by Sublandlord for such purpose), and this Sublease shall continue, but commencing with the
date on which Subtenant is deprived of the use of any portion of the Premises or of any rights under this
Sublease, the Minimum Rent shall be proportionately abated or reduced, based on the extent to which
Subtenant’s use of the Premises is impaired, as reasonably determined by Sublandlord.

13.2 Award. Any and all awards payable by the condemning authority or other governmental agency
in connection with a taking under the right of eminent domain shall be the sole property of Sublandlord;
provided, however, that nothing contained herein shall prevent Sublandlord and Subtenant from
prosecuting separate claims in any condemnation proceeding for the values of their respective interests,
provided that the award which would otherwise be payable to Sublandlord is not diminished by
Subtenant’s prosecution of a separate claim.

13.3 Waiver of Right to Terminate. Sublandlord and Subtenant each hereby waive the provisions of
any law, including without limitation California Code of Civil Procedure Section 1265.130, allowing either
Party to petition a court to terminate this Sublease, in the event of a condemnation of the Premises.

ARTICLE 14
COMMON AREA

14.1 Definition of “Common Area.” The term “Common Area” refers to all improved and unimproved
areas within the boundaries of the Facility (including additional land acquired by Sublandlord) that are
now or hereafter made available for the general use, convenience and benefit of Sublandlord,
Subtenants, other persons entitled to occupy Floor Area in the Facility and/or their customers, patrons,
employees and invitees, including, without limitation, all automobile parking areas, driveways, outdoor
seating areas, mall areas, sidewalks, curbs, service and/or delivery facilities and landscaped areas, and
such public transportation facilities and landscaped areas as are contiguous with and benefit the Facility.

14.2 Use of Common Area. Subject to the provisions of Article, Subtenant and its employees and
invitees are authorized, empowered and privileged to use the Common Area together with other
persons after the Effective Date. Sublandlord agrees to maintain and operate, or cause to be maintained
and operated (except as hereinafter provided with reference to cost of maintenance), the Common Area
at all times following completion thereof for the benefit and use of the customers and patrons of
Subtenant, and of other Subtenants, owners and occupants of the Facility.

14.3 Common Area Maintenance and Repair. Sublandlord shall keep or cause to be kept said
Common Area in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair,
maintain or replace as Sublandlord shall deem necessary all equipment and facilities thereof.

14.4 Control of Common Area. Sublandlord shall at all times have the right and privilege of
determining the nature and extent of the Common Area, and of making such changes therein and
thereto from time to time which in its opinion are deemed to be desirable and for the best interests of
all persons using the Common Area. Sublandlord shall at all times have the sole and exclusive control of
the Common Area. The rights of Subtenant with respect to the Common Area shall at all times be
subject to the rights of Sublandlord, the other Subtenants of Sublandlord, and the other owners of the
Facility to use the same in common with Subtenant. It shall be the duty of Subtenant to keep all of the Common Area free and clear of any obstructions created or permitted by Subtenant or resulting from Subtenant’s operation. Except to the extent covered by the general liability insurance on the Common Area, Subtenant assumes all responsibility and liability, and releases Sublandlord from all responsibility and liability, for the protection of Subtenant and its employees, agents, contractors, licensees, customers and guests, and the property thereof, from all acts of third parties, regardless of whether or not Sublandlord elects to provide security service at the Facility. Subtenant acknowledges that Sublandlord may or may not provide security services within the Common Area. Sublandlord shall have no obligation to hire, maintain or provide such services, which may be withdrawn or changed at any time with or without notice to Subtenant or any person and without liability to Sublandlord. Notwithstanding the foregoing, if a portion of the Common Area is not on Sublandlord’s Property, Sublandlord’s only obligation with respect to the maintenance, operation and repair of such portion of the Common Area shall be to use reasonable efforts to compel the responsible party or parties to discharge its or their obligations with respect thereto, and then only if Sublandlord has actual notice from Subtenant of the failure of performance of such obligations by such party or parties. Such costs of enforcement shall be Common Area Expenses. In no event will Sublandlord be in default hereunder if Sublandlord is taking reasonable steps with all due diligence after notice from Subtenant to compel the responsible party or parties to discharge its or their obligations with respect to the maintenance, operation and repair of the Common Area in the balance of the Facility.

14.5 Rules and Regulations. Subtenant shall abide by the Rules and Regulations governing the Facility which Sublandlord may establish and/or amend from time to time for the proper and efficient operation and/or maintenance of the Common Area or any portion thereof. Such Rules and Regulations may specify, without limitation, when the Common Area shall be open for use and when and where Subtenant and its employees may park their vehicles in the Common Area.

14.6 Restrictions on Employee Parking. Employees of Subtenant shall not park their automobiles in those automobile parking areas of the Common Area which Sublandlord may from time to time reasonably designate for use by patrons of the Facility.

14.7 Employee Parking Permits. The Sublandlord may at its option issue parking permits (and at its option charge a reasonable fee for such permits) to the Subtenant for its employees. Such permits will allow employees to park in designated employee parking areas. Subtenant shall furnish Sublandlord with the automobile license numbers of Subtenant and Subtenant’s employees within fifteen (15) days after taking possession of the Premises and shall thereafter notify Sublandlord of any change thereto within five (5) days after such change occurs.

14.8 Parking Fines. If Subtenant or its employees fail to park their cars in the designated parking areas or park without a permit, Sublandlord may charge Subtenant Twenty-Five Dollars ($25.00) per car per day for each day or partial day that any car is parked in any area other than those designated and permitted; provided, however, Sublandlord agrees to give Subtenant notice of the first two violations of this provision. Following more than one (1) violation by Subtenant or its employees, Sublandlord shall have the right to cause violating vehicles to be towed, at Subtenant’s sole cost and expense, from the

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Premises. After notice of such first violation, no prior notice of any subsequent violation shall be required. All amounts due under provisions of this Section shall be payable by Subtenant upon demand by Sublandlord and shall constitute additional amounts due.

ARTICLE 15
DEFAULTS BY SUBTENANT: REMEDIES

15.1 Events of Subtenant’s Default. The occurrence of any of the following shall constitute a default by Subtenant and a breach of this Sublease:

(i) Failure to Pay Rent. Failure to pay any amount of Rent, or any other charge under this Sublease when due in accordance with the provisions of this Sublease, and the continuance of such failure for a period of seven (7) days after written notice from Sublandlord to Subtenant specifying the nature of such failure;

(ii) Failure to Execute Documents. The failure of Subtenant to execute any documents referenced in Article 17 within the time periods set forth in such Article if the failure continues for a period of fourteen (14) days after Subtenant’s receipt from Sublandlord of a written notice of such failure delivered following the expiration of the applicable time period set forth in Article 17;

(iii) Breach of Operating Covenants. Failure to occupy and operate the Premises in accordance with Article 4, and the continuance of such failure for a period of fourteen (14) days after written notice from Sublandlord to Subtenant specifying the nature of such failure; or

(iv) Other Defaults. Failure to perform fully and promptly any covenant or condition of this Sublease and the continuance of such failure for a reasonable period not to exceed thirty (30) days; provided, however, that if such failure not involving a hazardous condition cannot reasonably be cured within such period, Subtenant shall not be deemed to be in default hereunder if Subtenant promptly commences such cure within such period and thereafter diligently pursues such cure to completion within a reasonable period.

The notices provided in this Section 15.1 shall be in lieu of, and not in addition to, any notice required by Section 1161 et seq. of the California Code of Civil Procedure as a condition precedent to the commencement of legal action against Subtenant for possession of the Premises.

15.2 Sublandlord’s Rights and Remedies. Should Subtenant be in default under this Sublease, Sublandlord may exercise any of the following rights without further notice or demand of any kind to Subtenant or any other person, except as required by applicable law:

(i) Termination of Sublease. The right of Sublandlord to terminate this Sublease and Subtenant’s right to possession of the Premises and to reenter the Premises, take possession thereof, and remove all persons therefrom, following which Subtenant shall have no further claim thereon or hereunder;
(ii) **Reentry of the Premises.** Sublandlord has the right described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee’s breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Sublandlord also has the right, without terminating this Sublease and Subtenant’s right to possession of the Premises, to reenter the Premises and occupy the whole or any part thereof for and on account of Subtenant and to collect any unpaid Rent and other charges which have become payable or which may thereafter become payable; or

(iii) **Termination after Reentry.** The right of Sublandlord, even though it may have reentered the Premises in accordance with Subsection (ii), to elect thereafter to terminate this Sublease and Subtenant’s right to possession of the Premises.

The rights and remedies given to Sublandlord in this Section shall be additional and supplemental to all other rights or remedies which Sublandlord may have under laws in force when the default occurs.

### 15.3 Sublandlord’s Damages

Should Sublandlord terminate this Sublease and Subtenant’s right to possession of the Premises, pursuant to the provisions of Article, Sublandlord may recover from Subtenant as damages, all of the following:

(i) **Delinquent Rent.** The worth at the time of award of any unpaid Rent that had been earned at the time of such termination;

(ii) **Rent after Termination until Judgment.** The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the reasonable fair market value of the Premises for such period;

(iii) **Rent after Judgment.** The worth at the time of award of the amount by which the unpaid Rent for the balance of the Sublease Term after the time of award exceeds the reasonable fair market value of the Premises for such period; and

(iv) **Other Compensation.** Any other amount necessary to compensate Sublandlord for all the detriment proximately caused by Subtenant’s failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom.

### 15.4 Meaning of “Worth at the Time of the Award.”

As used in Sections 15.3.(i) and (ii), the “worth at the time of award” is computed by allowing interest at the Interest Rate. For 15.3.(iii) “worth at the time of award” is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

### 15.5 No Continuing Waiver

The waiver by Sublandlord of any breach or partial performance of any term, covenant or condition contained in this Sublease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach thereof, or of any other term, covenant or condition contained in this Sublease.
15.6 **Right to Cure.** If Subtenant fails, refuses or neglects to perform any obligation under this Sublease in the time and manner required herein, Sublandlord shall have the right, but not the obligation, to do the same, but at the expense and for the account of Subtenant. The amount of money so expended or obligations so incurred by Sublandlord, together with interest thereon at the Interest Rate, shall be repaid to Sublandlord as any additional amounts due within five (5) days of Subtenant’s receipt of written notice thereof. Sublandlord’s performance of such obligations shall not waive any default by Subtenant hereunder.

15.7 **Duty to Mitigate.** Notwithstanding anything to the contrary contained herein, subject to Sublandlord’s rights under the Article, Sublandlord agrees to use commercially reasonable efforts to relet the Premises upon commercially reasonable terms in accordance with then-current market conditions in order to minimize Subtenant’s damages in the event of a default by Subtenant hereunder resulting in a termination of this Sublease. Sublandlord shall not, however, be required to give the Premises preference over other vacant space in the Facility in attempting to relet the same.

**ARTICLE 16**

**DEFAULTS BY SUBLANDLORD; REMEDIES**

16.1 **Sublandlord’s Default.** Sublandlord shall not be in default hereunder unless Sublandlord fails to perform the obligations required of Sublandlord within a reasonable time, but in no event later than thirty (30) days after notice by Subtenant to Sublandlord specifying the nature of Sublandlord’s failure to perform; provided, however, that if the nature of Sublandlord’s obligation is such that more than thirty (30) days are required for performance, then Sublandlord shall not be in default if Sublandlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In no event shall Subtenant have the right to terminate this Sublease as a result of Sublandlord’s default, and Subtenant’s remedies shall be limited to monetary damages; provided however, that in no event shall Sublandlord be liable under any circumstances for any consequential damages incurred by Subtenant, including, without limitation, any injury to, or interference with, Subtenant’s business, (including any loss of profits) arising in connection with this Sublease. Nothing herein contained shall be interpreted to mean that Subtenant is excused from paying Rent due hereunder as a result of any default by Sublandlord.

16.2 **Subtenant Recourse against Sublandlord.** It is expressly understood and agreed that, notwithstanding anything in this Sublease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Sublandlord hereunder and any recourse by Subtenant against Sublandlord shall be limited solely and exclusively to the interest of Sublandlord in and to the Facility, and neither Sublandlord nor any of its constituent partners shall have any personal liability therefor, and Subtenant, on behalf of itself and all persons claiming by, through or under Subtenant, hereby expressly waives and releases Sublandlord and such partners from any and all personal liability.

16.3 **Failure to Reasonably Consent.** If Sublandlord impermissibly fails to give any consent required hereunder, Subtenant shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Sublease, but in no event shall Sublandlord be responsible in
monetary damages for such failure to give consent unless said consent is withheld maliciously or in bad faith.

ARTICLE 17
SUBORDINATION; ATTORNEMENT; ESTOPPEL

17.1 Subordination. This Sublease, and all of Subtenant’s rights and interest in the leasehold estate hereunder, shall automatically be subject and subordinate to:

(i) any Mortgages and/or ground leases which encumber the Premises or the land in which the Premises are located that now encumber, or may hereafter be placed upon, the Premises, and to the rights of the mortgagees or beneficiaries or ground lessees thereunder, any and all advances made or to be made thereunder, the interest thereon, and all modifications, renewals, replacements and extensions thereof, subject to the terms of the Subordination, Non-Disturbance and Attornment Agreement (as defined below); and,

(ii) any of-record reciprocal easement agreement, grant of easements, or declaration of conditions, covenants and restrictions, provided that the holder of such Mortgage and any ground lessor shall, by acceptance of such subordination or attornment as provided in Section 17.2 hereof, agree that Subtenant shall not be disturbed in its possession or use of the Premises, provided Subtenant pays the Rent and any other charge due under the Sublease and observes and performs all of its obligations under this Sublease.

17.2 Acknowledging Subordination. Upon request, Subtenant shall promptly execute and deliver to Sublandlord, or any such mortgagee or beneficiary or ground lessor, any documents or instruments required by any of them to evidence subordination of this Sublease hereunder. If Subtenant fails or refuses to do so within ten (10) days after written request therefor by Sublandlord or such mortgagee or beneficiary or ground lessor, then Subtenant shall be in default hereunder.

17.3 Non-Disturbance. Notwithstanding anything to the contrary contained in this Sublease, as a condition to Subtenant’s obligations under this Sublease, Sublandlord shall use it best good faith efforts to obtain appropriate non-disturbance agreements in favor of Subtenant from all existing and future holders of mortgages or ground leases on the Facility in a commercially reasonable form.

17.4 Attornment by Subtenant. Upon either a sale by the Master Landlord of the Facility or the enforcement of any rights or remedies under any Mortgage to which this Sublease is subordinated (including proceedings for judicial foreclosure or a trustee’s sale pursuant to a power of sale, or deed in lieu of foreclosure delivered by Master Landlord to the mortgagee or beneficiary thereunder), Subtenant shall, at the election of the purchaser or transferee under such right or remedy, attorn to and recognize such purchaser or transferee as Subtenant’s Master Landlord under this Sublease. Subtenant shall execute and deliver any document or instrument required by such purchaser or transferee confirming the attornment hereunder.
17.5 **Estoppe Certificate.** At any time and from time to time on not more than fifteen (15) days’ notice from Sublandlord, Subtenant shall execute and deliver to Sublandlord a written statement in form and substance reasonably required by Sublandlord confirming certain matters concerning this Sublease (“Estoppe Certificate”). Subtenant’s failure to execute and deliver the Estoppel Certificate or, if Subtenant disputes the accuracy of any statement(s) contained in the Estoppel Certificate, Subtenant’s failure to notify Sublandlord in writing and with specificity why it disputes the accuracy of such statements, within said fifteen (15)-day period shall:

(i) constitute a default hereunder; and

(ii) deem to make conclusive and binding upon Subtenant the statements contained in the Estoppel Certificate as true and correct, without exception.

Unless Subtenant shall have notified Sublandlord in writing within said fifteen (15)-day period of any qualifications Subtenant may have to the statements in the Estoppel Certificate, anyone transacting with Sublandlord in a Sale or Mortgage of the Premises shall have the right to rely on the accuracy of such statements, whether actually made by Subtenant in the Estoppel Certificate or deemed made by Subtenant pursuant to this Section. The Master Landlord may also from time to time request from the Subtenant an Estoppel Certificate, and the Subtenant shall be obligated under this Section to provide it to the Master Landlord.

17.6 **Form of Subordination, Non-Disturbance and Attornment Agreement.** Notwithstanding the foregoing, the initial Subordination, Non-Disturbance and Attornment Agreement (“Subordination, Non-Disturbance and Attornment Agreement”) shall be in the form attached hereto as Exhibit E.

ARTICLE 18

MISCELLANEOUS

18.1 **Severability; Construction of Provisions.** It is agreed that if any provision of this Sublease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Sublease, and all such other provisions shall remain in full force and effect.

18.2 **Entire Agreement; Interpretation.** It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Sublease, and that this Sublease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Sublandlord and Subtenant with respect to the subject matter thereof; and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Although the printed provisions of this Sublease were drawn by Sublandlord, the Parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Sublandlord or Subtenant. The Parties agree that any deletion of language from this Sublease prior to its mutual execution by Sublandlord and Subtenant shall not be construed to have any particular meaning or to
raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse of the deleted language.

18.3 Governing Law. The laws of the State of California shall govern the validity, performance and enforcement of this Sublease. Venue shall be in the County of California where the Facility is located. Sublandlord and Subtenant hereby waive their right to trial by jury.

18.4 Force Majeure. The occurrence of any of the following events shall excuse such obligations of Sublandlord or Subtenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues:

(i) lockouts;
(ii) labor disputes;
(iii) acts of God;
(iv) inability to obtain labor, materials or reasonable substitutes therefor;
(v) governmental restrictions, regulations or controls;
(vi) judicial orders;
(vii) enemy or hostile governmental action;
(viii) civil commotion;
(ix) fire or other casualty; and
(x) other causes beyond the reasonable control of the Party obligated to perform.

Notwithstanding the foregoing, the occurrence of such events shall not excuse Subtenant’s obligations to pay Rent and any additional amounts due (except as provided in Article 12); moreover, should the work performed by Subtenant or Subtenant’s contractor result in a strike, lockout and/or labor dispute, such strike, lockout and/or labor dispute shall not excuse Subtenant’s performance.

In order for a Party to avail itself of this Section, it must provide the other Party written notice of its intent to claim force majeure within seven (7) days of the period commencing where it contends force majeure has commenced.

18.5 Amendments and Waivers. To be effective and binding on Sublandlord and Subtenant, any amendment, modification, addition, deletion to or waiver of the provisions of this Sublease must be made in writing and executed by both Parties (or the waiving Party) in the same manner as the Sublease itself.

18.6 Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Sublease for which time is a factor.
18.7 **Rate of Interest.** The rate of interest to be charged under the provisions of this Sublease (the “Interest Rate”), unless expressly stated otherwise, shall be twelve percent (12%) simple interest per annum. The Interest Rate shall be computed on the basis of monthly compounding with actual days elapsed compared to a 360-day year.

18.8 **Joint and Several Liability.** If two (2) or more persons or corporations execute this Sublease as Subtenant, then and in such event the word “Subtenant” as used in this Sublease shall refer to all such persons or corporations, and the liability of such persons or corporations for compliance with the performance of all the terms, covenants and conditions of this Sublease shall be joint and several.

18.9 **Successors and Assigns.** All the provisions of this Sublease, except as otherwise specified, shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

18.10 **Brokers.** If there are brokers listed in Section 1.14, then the Party who has a broker shall be responsible for paying any commission, fees or costs owed to that broker. If no broker is listed, then that Party is representing that it has no broker and will indemnify the other party for any commissions, fees or costs incurred due to that representation being false. The same is true for any finders making a claim due to the execution of this Sublease.

18.11 **Recordation.** Subtenant shall not record this Sublease or a memorandum thereof.

18.12 **Execution in Counterparts.** This Sublease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

18.13 **Sublandlord’s and Master Landlord’s Access.** Both Master Landlord and Sublandlord and their respective agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same upon at least forty-eight (48) hours’ prior written notice (except in the event of an emergency), to perform Sublandlord’s duties under Article 11, showing the same to prospective purchasers, lenders or Subtenants, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part:

(i) as Sublandlord may deem necessary or desirable;

(ii) that may be necessary to comply with applicable law; and/or

(iii) that may be necessary to prevent waste if Subtenant fails to perform such work.

Master Landlord may at any time place on or about the Premises any ordinary “For Sale” signs, and Sublandlord may at any time during the last 180 days of the Sublease Term place on or about the Premises any ordinary “For Sublease” signs, all without rebate of Rent or liability to Subtenant. No exercise by Master Landlord or Sublandlord of any such rights shall entitle Subtenant to any compensation or abatement of Rent for any injury or inconvenience occasioned thereby.
18.14 **Sale or Mortgage by Master Landlord.** Master Landlord may, at any time, without the consent of Subtenant, contract to and/or perform any of the following transactions with respect to an interest in the Sublease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements in the Facility owned or hereafter acquired by Master Landlord: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as “Sale”); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as “Mortgage”). From and after a Sale, Master Landlord shall be released from all liability to Subtenant and Subtenant’s successors and assigns arising from this Sublease because of any act, occurrence or omission of Master Landlord occurring after such Sale.

18.15 **Attorneys’ Fees.** If either Sublandlord or Subtenant institutes any action or proceeding against the other relating to the provisions of this Sublease or any default hereunder, the non-prevailing Party in such action or proceeding shall reimburse the prevailing Party for the reasonable expenses of attorneys’ fees and all costs and disbursements incurred therein by the prevailing Party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceedings.

18.16 **Notices.** All notices, approvals, requests, demands and other communications permitted or required to be given under this Sublease shall be in writing and shall be deemed duly served or given when actually delivered, if personally delivered (including delivery by Federal Express, Express Mail or other similar overnight courier service which confirms delivery in writing), or within three (3) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to the addresses of the Parties set forth in Section 1.12; provided however, notices to Subtenant shall be deemed duly served or given if personally delivered or mailed to Subtenant at the Premises. Sublandlord and Subtenant may, from time to time by notice to the other, designate another place for receipt of future notices.

18.17 **Exhibits and Riders.** All Exhibits, Schedules and Riders referenced in this Sublease and attached hereto are hereby incorporated into this Sublease by this reference.

18.18 **Financial Statements.** Subtenant agrees that it shall promptly furnish Sublandlord, from time to time, upon Sublandlord’s written request, with current financial statements reflecting Subtenant and any Guarantor(s)’ (if applicable) financial condition. Such financial statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Subtenant, shall be audited by an independent certified public accountant. Notwithstanding the foregoing, in the event Subtenant is a publicly traded corporation, then for so long as Subtenant is a publicly traded company the filing with the Securities and Exchange Commission of a copy of Subtenant’s most current “Form 10-Q” and annual report shall satisfy the requirements of this Section 18.18.

18.19 **Sublandlord’s Representations and Warranties.** Sublandlord hereby represents and warrants to Subtenant that:

(i) Sublandlord is the tenant under a Master Lease to the Facility and has full right and authority to enter into this Sublease without the necessary consent of any other person or entity, or if
such consent is necessary it has been or will be obtained prior to delivery of a fully executed Sublease to Subtenant;

(ii) Sublandlord has received no notice of, and has no knowledge of, any outstanding violations of governmental laws or ordinances against the Premises;

(iii) Sublandlord has received no notice of, and has no knowledge of, any outstanding violations of any insurance company requirements or recommendations regarding the Premises;

(iv) to Sublandlord’s knowledge, the terms of this Sublease do not violate any easements, restrictions or other encumbrances recorded against the Premises;

(v) to Sublandlord’s knowledge, the zoning applicable to the Premises allows Subtenant to use the Premises for Subtenant’s Permitted Use hereunder; and

(vi) there is no action, suit or proceeding pending or, to Sublandlord’s knowledge, threatened against or affecting Sublandlord’s rights in, management or operation of the Premises, in any court or before or by any Federal, State, County or Municipal department, commission, board, bureau or agency or other governmental instrumentality that could materially and adversely affect Subtenant’s Permitted Use of the Premises.

18.20 Confidentiality. Sublandlord hereby agrees that neither Sublandlord nor any of its representatives shall, except as required by law, disclose to any third party (other than Sublandlord’s lenders, partners and potential purchasers of all or any portion of the Facility) any information related to this Sublease or the Sublease negotiations including, without limitation, Subtenant’s interest in the Premises, construction schedule, proposed opening date or any other information with respect to the Sublease or the Subtenant. The obligation contained in the prior sentence shall survive until the Sublease Commencement Date.

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be executed the day and date first above written.

[Signatures Begin on Next Page]
SUBLANDLORD:

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation
Its: Manager
  Bethany Mily
By: ________________________________________________________
  Bethany E. Mily
Its: Secretary

Date: 04 / 06 / 2023

SUBTENANT: Fresno Unified School District

Natasha Baker

Name: Natasha Baker
Capacity: Chief Academic Officer

Date: 04 / 06 / 2023

________________________________________________________________________

Name: Approved As To Form
Capacity: Stacey Sandoval, Executive Director
Date: Risk Management
  4/17/2023

If Subtenant is a California corporation, then one of the following alternative requirements must be satisfied:

(A) This Sublease must be signed by two (2) officers of such corporation: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must sign twice, once as one officer and again as the other officer.

(B) If there is only one (1) individual signing in two (2) capacities, or if the two (2) signatures do not satisfy the requirements of the above, then Subtenant shall deliver to Sublandlord a certified copy of a corporate resolution in a form reasonably acceptable to Sublandlord authorizing the signatory(ies) to execute this Sublease.
If Subtenant is a corporation incorporated in a state other than California, then Subtenant shall deliver to Sublandlord a certified copy of a corporate resolution in a form reasonably acceptable to Sublandlord authorizing the signatory(ies) to execute this Sublease.

[EXHIBITS FOLLOW]
EXHIBIT D

NOTICE OF SUBLEASE TERM DATES

To: Fresno Unified School District
2309 Tulare Street, Fresno CA, 93721

Re: Sublease dated April 4, 2023 with BLDG Services, LLC ("Sublandlord"), and Subtenant, concerning certain premises located at 2721 Ventura Street Suite 009, Fresno CA 93721.

Dear Sir or Madam:

In accordance with the referenced Sublease (the “Sublease”), we wish to advise and confirm as follows:

1. The Sublease Term commenced on April 27, 2023 for a term of twelve (12) months ending on April 30, 2024.

2. Rent commenced to accrue on April 27, 2023 in the initial amount of nine thousand four hundred seventy two and ten cents ($9,472.10) per month for Rent and certain other charges, as more particularly provided in the Sublease.

3. If the Rent Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Sublease.

4. Your rent checks should be made payable to the Sublandlord and mailed to: 700 Van Ness Avenue, Fresno, California 93721. The Subtenants can also make payments electronically through Appfolio.

5. If any of this appears inaccurate or you have any questions, please contact the Sublandlord immediately. Otherwise sign below and return acknowledgement.
SUBLANDLORD:

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation
Its: Manager
Date:

By:

Bethany Mily
Its: Secretary
Date: 04 / 06 / 2023

SUBTENANT: Fresno Unified School District

Name: Natasha Baker
Capacity: Chief Academic Officer
Date: 04 / 06 / 2023

Approved As To Form

4/17/2023
Stacey Sandoval, Executive Director
Risk Management
EXHIBIT E

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of TBD, 2022 between BLDG Services, LLC ("Sublandlord"), and, Fresno Unified School District("Subtenant"), pursuant to the following facts:

SUBORDINATION

A. Pursuant to a lease dated April 4, 2023 (the “Sublease”) between Sublandlord and Subtenant, Subtenant is a Subtenant of ("Subleased Premises") of a certain building constructed or to be constructed (the “Building”) on that certain real property located at 2721 Ventura Street, Fresno CA 93721, more particularly described in Exhibit A attached hereto (the “Land”) (the Land and Building being collectively referred to herein sometimes as the “Property”).

B. Sublandlord may now have entered into or may in the future enter into a Loan Agreement (the “Loan Agreement”) in favor of some lender ("Lender") evidencing Sublandlord's indebtedness to Lender in connection with a loan.

C. Sublandlord has executed or may in the future execute a Deed of Trust with additional security rights in rents and other matters (the “Deed of Trust”) covering the Property.

D. Lender may require that Sublandlord and Subtenant unconditionally subordinate the Sublease to the lien of the Deed of Trust. Subtenants agree to such subordination now and in the future.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants contained herein, the parties hereto agree as follows:

1. Assignment. Subtenant acknowledges and agrees that it has notice that the Sublease and the rent and all other sums due under the Sublease may be assigned to a Lender as security for the obligations secured by a Deed of Trust.

2. Notice of Default/Demand for Rent. If Lender notifies Subtenant of the occurrence of an Event of Default under the Deed of Trust and demands that Subtenant pay sums due under the Sublease directly to Lender, Subtenant shall honor that demand and pay such sums due under the Sublease directly to Lender or as otherwise directed pursuant to such notice. In complying with these provisions, Subtenant shall be entitled to rely solely upon the notices given by Lender, and Sublandlord agrees to indemnify and hold Subtenant harmless from and against any and all loss, claim, damage or liability arising out of Subtenant’s compliance with such notice. Subtenant shall be entitled to full credit under the Sublease for any rents paid to Lender in accordance with the provisions of this section to the same extent as if such rents were paid directly to Sublandlord.
3. **Disputes over Default.** Any dispute between Lender and Sublandlord as to the extent, nature, existence or continuance of an Event of Default, or with respect to foreclosure of the Deed of Trust by Lender, shall be dealt with and adjusted solely between Lender and Sublandlord, and Subtenant shall not be made a party thereto (unless required by law).

4. **Priority of Deed of Trust.** The Deed of Trust in favor of Lender, and any renewals and extensions thereof, shall unconditionally be and remain at all times a lien on the Property, prior and superior to the Sublease.

5. **Successor Sublandlord.** This Subordination shall continue to be in force and effect to any subsequent person or entity that becomes the Sublandlord (“Successor Sublandlord”), no matter by what method title to the Property was acquired.

6. **Entire Agreement Regarding Subordination.** This Agreement shall be the whole and only agreement with regard to the subordination of the Sublease to the lien of the Deed of Trust in favor of Lender, and shall supersede and cancel, but only in so far as would affect the priority between (a) the Sublease and (b) the Deed of Trust, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Sublease which may provide for such subordination.

**TERMS OF NON-DISTURBANCE**

If Successor Sublandlord shall succeed to the interests of Sublandlord under the Sublease. Successor Sublandlord shall be bound to Subtenant under all of the terms, covenants and conditions of the Sublease, provided that Subtenant is not in default (beyond any period given Subtenant in the Sublease to cure such default) in the payment of rent or any other amounts or in the performance of any of the other term, covenants or conditions of the Sublease to be performed by Subtenant. However, in order to have ongoing quiet enjoyment under the Sublease, Successor Sublandlord shall not be:

1. Liable for any acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);

2. Subject to any offsets or defenses not specifically provided for in the Sublease which Subtenant might have arising out of acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);

3. Liable for any consequential damages attributable to any acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);

4. Obligated to give Subtenant a credit for or acknowledge any rent or any other sums which Subtenant has paid to Sublandlord which is in excess of the rent due under the Sublease at the time Successor Sublandlord gave Subtenant notice of it succeeding to the Sublandlord’s interests and not delivered to Successor Sublandlord;

5. Liable for any damages or other relief attributable to any latent or patent defects in construction; or,
6. Liable for any costs or expenses related to any indemnification or representation provided by any prior Sublandlord (including, but not limited to, Sublandlord) with respect to the Property or the Subleased Premises.

Subtenant shall be bound to Successor Sublandlord under all of the terms, covenants and conditions of the Sublease, and Successor Sublandlord shall, from and after Successor Sublandlord’s succession to the interests of Sublandlord under the Sublease, have the same remedies against Subtenant for the breach of any provision contained in the Sublease that Sublandlord might have had under the Sublease against Subtenant if Successor Sublandlord had not acquired the interests of Sublandlord under the Sublease.

**ATTORNMENT**

If the interests of Sublandlord in the Property and under the Sublease are acquired by a Successor Sublandlord, then the Sublease and all terms therein, and the obligations of Subtenant thereunder, shall continue in full force and effect and shall not be altered, terminated or disturbed, except in accordance with the terms of the Sublease and this Agreement, and Subtenant shall be bound to Successor Sublandlord under all of the terms, covenants and conditions of the Sublease for the balance of the term and any renewals thereof with the same force and effect as if the Successor Sublandlord were the Sublandlord under the Sublease. If a Successor Sublandlord acquires the interest of Sublandlord, Subtenant hereby agrees to attorn to Successor Sublandlord as its Sublandlord, and said attornment shall be effective and self-operative without the execution of any other instruments on the part of any party hereto immediately upon Successor Sublandlord succeeding to the interests of Sublandlord under the Sublease. Upon receipt by Subtenant of notice from Successor Sublandlord that Successor Sublandlord has succeeded to the interests of Sublandlord under the Sublease, Subtenant will make all payments of monetary obligations due by Subtenant under the Sublease, after receipt of such notice, to Successor Sublandlord at the address provided by Successor Sublandlord.

**MISCELLANEOUS**

1. **Further Assurances.** So long as any Deed of Trust shall remain a lien upon the Property or any part thereof, Subtenant, its successors or assigns, or any other holder of the leasehold estate created by the Sublease, shall execute, acknowledge and deliver, upon Lender’s or Successor Sublandlord's demand, at any time or times, any and all further subordinations, agreements, estoppel certificates or other instruments in recordable form reasonably sufficient for that purpose or that Lender, Successor Sublandlord or its successors or assigns may hereafter reasonably require for carrying out the purpose and intent of the foregoing covenants.

2. **Modification and Release.** Lender may, without affecting the subordination of the Sublease:
   a. Release or compromise any obligation of any nature with respect to the Loan Documents;
   
   b. Release its security interest in, or surrender, release or permit any substitution or exchange of all or any part of any properties securing repayment of the Note;
   
   c. Retain or obtain a security interest in any property to secure payment of the Note; or
   
   d. Modify, amend, defer, extend, consolidate or supplement any of the original or subsequent Loan Documents.
3. **Estoppel Declaration.** Upon request from the Sublandlord at any time, Subtenant will certify the following (provided they are true):

   a. there are no defaults thereunder by Sublandlord or Subtenant under the Sublease;

   b. the Sublease is unmodified except as indicated above in this Agreement;

   c. that no rent under the Sublease has been paid more than thirty (30) days in advance of its due date;

   d. that the address for notices to be sent to Subtenant is as set forth in the Sublease, to the Subleased Premises, or as set forth in this Agreement;

   e. that Subtenant has no charge, lien, claim or offset under the Sublease or otherwise against rents or other amounts due or to become due under the Sublease; and

   f. that the Sublease sets forth the entire agreement between Sublandlord and Subtenant and all terms and conditions with respect to Subtenant’s right to occupy the Subleased Premises.

4. **No Notice Required.** Except where required by law, Lender shall not be obligated to give Subtenant notices of any kind, including, but not limited to, those in connection with the following circumstances:

   a. for any default under the Loan Documents;

   b. for any modification, amendment, deferral, extension, consolidation or supplement to the original or any subsequent Loan Documents; or

   c. for any cancellation, extension, modification, renewal amendment of any lease or ground lease covering the Property or any portion thereof.

5. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal dispute shall be brought in the courts governing the County in which the Property is located.

6. **Modifications.** This Agreement may not be modified or amended except in writing signed by all parties hereto.

7. **Savings Clause.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement.
9. **Recordation.** This Agreement or abstracts of all or a portion of the Agreement may be recorded by the Sublandlord at any time. The Subtenant shall record all documents presented by the Sublandlord for recording, provided they are consistent with this Agreement.

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

**SUBLANDLORD:**

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation
Its: Manager
Date:

By: __________________________
Bethany Mily

By: __________________________
Bethany E. Mily
Its: Secretary
Date: 04 / 06 / 2023

**SUBTENANT: Fresno Unified School District**

Natasha Baker

Name: Natasha Baker
Capacity: Chief Academic Officer
Date: 04 / 06 / 2023

Approved As To Form

4/17/2023
Stacey Sandoval, Executive Director
Risk Management
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of ____________

On ____________ before me, ____________________, a Notary Public, personally appeared ____________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

__________________________________________
Signature of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of ____________

On ____________ before me, ____________________, a Notary Public, personally appeared ____________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

__________________________________________
Signature of Notary Public
ATTACHMENT

[Add legal description of the particular property]
EXHIBIT F

RULES AND REGULATIONS

Subtenant shall faithfully observe and comply with the following Rules and Regulations. Sublandlord shall not be responsible to Subtenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other Subtenants or occupants of the Facility; provided, however, Sublandlord shall use its reasonable efforts to cause all other Subtenants and occupants of the Facility to comply with the following rules and regulations, and all such rules and regulations shall be enforced in a nondiscriminatory manner.

1. Subtenant shall bear the cost of any lock changes or repairs required by Subtenant.

2. Any requests of Subtenant shall be directed to the Sublandlord at the location for notices under the Sublease or at such office location designated by Sublandlord. Employees of Sublandlord shall not perform any work or do anything outside their regular duties unless under special instructions from Sublandlord.

3. Subtenant shall not disturb, solicit, or canvass any occupant of the Facility and shall cooperate with Sublandlord and its agents to prevent such activities.

4. Subtenant shall not use or keep in or on the Premises or the Facility any kerosene, gasoline or other inflammable or combustible fluid or material.

5. Subtenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Sublandlord or other occupants of the Facility by reason of noise, odors, or vibrations, or interfere in any way with other Subtenants or those having business therein.

6. The Premises shall not be used for lodging or for any illegal purposes.

7. Sublandlord reserves the right to exclude or expel from the Facility any person who, in the judgment of Sublandlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.

8. All trash, rubbish, waste material and other garbage within the Premises shall be emptied by Subtenant on a regular basis and disposed of in the Premises’ trash containers in accordance with the Rules and Regulations and at Subtenant’s expense. Subtenant shall not burn any garbage in or about the Premises or anywhere within the Facility.

9. Subtenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Sublandlord or any governmental agency.
10. Subtenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed during the hours and days Subtenant is not required to be open for business to the public.

Sublandlord reserves the right at any time to reasonably change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable, nondiscriminatory rules and regulations as in Sublandlord’s judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, the Common Area and the Facility, and for the preservation of good order therein, as well as for the convenience of other occupants and Subtenants therein. Subtenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.
Exhibit G

This Exhibit is dated March 27, 2023 and is added to and amends that certain Lease agreement between BLDG Services, LLC, a California limited liability company, as “Sub landlord” and Fresno Unified School District “Sub tenant” shall have additional furniture purchase, included in Subtenants monthly lease.

Certain Furniture purchases are detailed below

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<tr>
<th>Amount</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12,725.04</td>
<td><strong>Existing Furniture</strong>: 1 Bar height Table, 1 Canvas Table, 2 Breakroom Tables, 1 Ottoman 4 Dining Chairs, 16 Meeting Chairs 5 Ottomans, 10 Standing Desks, 2 Armless Loveseat, 5 Stools, 6 TV’s, 4 White Boards</td>
</tr>
<tr>
<td>$9,940.16</td>
<td><strong>Additional Furniture requested by FUSD</strong>: 10 Task Chairs, 4 meeting Chairs, 1 Conference Table (20 seater)</td>
</tr>
<tr>
<td>$22,665.20</td>
<td>Total furniture cost</td>
</tr>
</tbody>
</table>
Exhibit H

This Exhibit is dated March 27, 2023 and is added to and amends that certain Lease agreement between BLDG Services, LLC, a California limited liability company, as “Sub landlord” and Fresno Unified School District “Sub tenant” shall have additional tenant improvements that are listed below:

Certain Tenant Improvement Services / Items are listed below

<table>
<thead>
<tr>
<th>Amount</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Paint and Labor</td>
</tr>
<tr>
<td>$1000</td>
<td>Total Tenant Improvement Charges</td>
</tr>
</tbody>
</table>
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File name: BW41_Suite009_FUSD.docx (1).pdf and 1 other
Document ID: db26c973b53ef5787bb064ehee7eccc786e699b
Audit trail date format: MM / DD / YYYY
Status: Signed

Document History

04 / 04 / 2023 19:53:58 UTC
Sent for signature to Natasha Baker (natasha.baker@fresnounified.org) and Bethany E Mily (vlopez@bitwiseindustries.com) from thovhannisyan@bitwiseindustries.com
IP: 50.115.197.198

04 / 06 / 2023 15:29:17 UTC
Viewed by Natasha Baker (natasha.baker@fresnounified.org)
IP: 73.66.228.13

04 / 06 / 2023 15:33:11 UTC
Signed by Natasha Baker (natasha.baker@fresnounified.org)
IP: 73.66.228.13

04 / 06 / 2023 16:48:53 UTC
Viewed by Bethany E Mily (vlopez@bitwiseindustries.com)
IP: 180.149.8.211

04 / 06 / 2023 16:49:12 UTC
Signed by Bethany E Mily (vlopez@bitwiseindustries.com)
IP: 172.56.169.193

04 / 06 / 2023 16:49:12 UTC
The document has been completed.
AGENDA ITEM A-12

Fresno Unified School District  
Board Agenda Item

Board Meeting Date: April 26, 2023

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

ACTION REQUESTED: Approve  
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with the City of Fresno Parks, After School, Recreation and Community Service Department

ITEM DESCRIPTION: Included in the Board binders is an agreement with the City of Fresno - Parks, After School, Recreation and Community Service (PARCS) Department. PARCS will provide 5,000 swim lessons to our district students at up to seven of our high schools (Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, Sunnyside) through up to three weeks in June 30, 2023.

Additionally, with sufficient staffing, the City of Fresno PARCS can provide recreational swim time at up to five high schools (Edison, Fresno, Hoover, McLane, Roosevelt) on Saturdays and Sundays.

FINANCIAL SUMMARY: Sufficient funds in the amount of $350,000 - $150,000 are available in the Expanded Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward,  
Assistant Superintendent

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

CABINET APPROVAL: Natasha Baker,  
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Fresno Unified School District
Contract Routing Form
Completed independent contract agreement must be attached

Vendor Number
City of Fresno PARCS Department
Vendor Name
559-621-7770
Phone Number
From: 06/01/2023
Term (Duration)
FUSD Contract Administrator:
Valerie Martinez
Name
Address
1515 E. Divisadero St. Fresno, CA 93721-1115
Vendor Contact
Georgianne White
Through: 06/30/2023
Extended Learning
Site/Dept
559-248-7539
Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1546-5899
Annual Cost $150,000.00 (Contract will not be authorized to exceed this amount w/o)
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

Yes ☑ No □

Scope of Work Summary:
City of Fresno will work with FUSD to recruit lifeguard staff. Upon staffing the City of Fresno aquatics locations, City of Fresno PARCS can provide up to three weeks of
swim lessons in June 2023 for approximately 2,200 Fresno Unified School District
students at up to seven FUSD high schools (Bullard, Edison, Fresno, Hoover, McLane,
Roosevelt, Sunnyside). Lessons will be offered up to five days per week.

Additionally, with sufficient staffing, City of Fresno PARCS can provide recreational
swim time at up to five high schools (Edison, Fresno, Hoover, McLane, Roosevelt) on
Saturdays and Sundays. Exact dates, times and locations for swim lessons and
recreational swim will be posted at the City of Fresno's website: www.fresno.gov/parks/

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on Board of Education Agenda: 04/26/23 Will this contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer: 4/19/2023

Reviewed & approved by Risk Management 4/21/2023

Reviewed & approved by Department Head Mar 22, 2023

Please return signed agreement back to (name/email): Frandis Thao & Francine Pedersen Extended Learning

Revised 2/23/23
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1546-5899
District Contact Person: Valerie Martinez
Budget Manager Approval: [Signature]
Contractor's Vendor Name: City of Fresno PARCS Department
Contractor's Contact Person: Georgeanne White
Contractor's Title: City Manager
Contractor's Telephone Number: 559-621-7770
Contractor's E-mail: Georgeanne.White@Fresno.gov
Contractor's Address: 1515 E. Divisadero St. Fresno, CA 93721-1115

This Independent Contractor Services Agreement is made and entered into effective 06/01/2023
(the "Effective Date") by and between the Fresno Unified School District ("District") and City of Fresno PARCS Department ("Contractor").

1. Contractor Services. Contractor agrees to provide

City of Fresno will work with FUSD to recruit lifeguard staff. Upon staffing the City of Fresno aquatics locations, City of Fresno PARCS can provide up to three weeks of swim lessons in June 2023 for approximately 2,200 Fresno Unified School District students at up to seven FUSD high schools (Bullard, Edison, Fresno, Hoover, McLane, Roosevelt, Sunnyside). Lessons will be offered up to five days per week.

Additionally, with sufficient staffing, City of Fresno PARCS can provide recreational swim time at up to five high schools (Edison, Fresno, Hoover, McLane, Roosevelt) on Saturdays and Sundays. Exact dates, times and locations for swim lessons and recreational swim will be posted at the City of Fresno's website: www.fresno.gov/parks/
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on 06/01/2023, and shall terminate on 06/30/2023. There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of $150,000.00 per agreement. Not to exceed $150,000.00. Checks will be made payable to City of Fresno P&RCS Department. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.**
   - [ ] Yes (See below)
   - [X] No, Vendor initial here

   a. Lodging $0
   - Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.
   b. Meals $0
   - Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required.
   c. Travel $0
   - Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   d. Supplies $0
   - As negotiated with school/department contracting for service.
   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $150,000.00
   f. Other $0

6. **Employment.** Are you a current FUSD employee?
   - [ ] Yes
   - [X] No

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree?
   - [ ] Yes
   - [X] No

8. **California Residency.** Contractor is a resident of the state of California:
   - [X] Yes
   - [ ] No

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: [http://www.ppcpas.com/fresno-unified-fraud-alert](http://www.ppcpas.com/fresno-unified-fraud-alert). The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the District's 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.

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

12. **Termination of Agreement.** Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work.
performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

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

13. Confidential Information

a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a “need to know,” and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the 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.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure.
or misuse of the District’s Confidential Information. Such an action for a restraining order or injunction is in addition to and does not limit all other remedies provided by law or in equity or by agreement between the Parties.

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives (“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.

16. Insurance. Without limiting “Contractor” indemnification, it is agreed that “Contractor” shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than 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 may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to 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.
17. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

19. **Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor’s employees, or those of any other consultants, coming into contact with the District's pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. “Fingerprinting Requirements,” is expressly understood and agreed to by the parties hereto:

   Contractor’s initials __________________  District’s initials ______________

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

21. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

23. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. **Waiver and Amendments.** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. **Attorney's Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney’s fees, incurred by the prevailing party in resolving such dispute.
27. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

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

**Contractor:** City of Fresno PARCS Department

**Name:** Georgeanne White

**Address:**  
1515 E. Divisadero St.  
Fresno, CA 93721-1115

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

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

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

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

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

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

33. **Board Approval.** For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.
Executed at Fresno, California, on the date and year first written above.

**DISTRICT**

Fresno Unified School District  
Patrick Jensen, Interim Chief Financial Officer

______________________________

Date

Risk Management  
Approved As To Form:  
Stacey Sandoval, Executive Director

______________________________

4/21/2023

Date

**CONTRACTOR**

City of Fresno PARCS Department

______________________________

Name: Georgeanne White, Title: City Manager

Mar 22, 2023

Date
AGENDA ITEM A-13

Title and Subject: Approve Agreement with Fairbank, Maslin, Maullin, Metz & Associates (FM3) to Conduct a Community Survey Regarding Potential Bond Measure

Item Description: Included in the Board binders is a proposal from Fairbank, Maslin, Maullin, Metz & Associates (FM3) to conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. Proposed survey will provide responses from likely voters regarding a potential bond.

FM3 proposes to develop the questionnaire, conduct interviews in two languages, and provide data, analysis and consultation at a cost of up to $47,750. Pending Board approval, the survey will be conducted May 2023, providing results to be shared at our May 30, 2023 Board Work Shop.

Financial Summary: Sufficient funds in the amount of $47,750 is available in the General Fund.

Prepared By: Paul Idsvoog, Chief Operations and Classified Labor Management Officer

Cabinet Approval: Paul Idsvoog, Chief Operations and Classified Labor Management Officer

Division: Operational Services
Phone Number: (559) 457-3134

Superintendent Approval:
# Fresno Unified School District

## Contract Routing Form

Completed independent contract agreement must be attached.

<table>
<thead>
<tr>
<th>Vendor Number</th>
<th>Vendor Name</th>
<th>Phone Number</th>
<th>Address</th>
<th>Vendor Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>FM3 Research</td>
<td>(319) 928-1163</td>
<td></td>
<td>12100 Wilshire Boulevard, suite 350</td>
<td>John Fairbank</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Term (Duration)</th>
<th>FUSD Contract Administrator</th>
<th>Name</th>
<th>Site / Dept</th>
<th>Telephone number</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 4/27/2023</td>
<td>Alex Belanger</td>
<td></td>
<td>Facilities Management &amp; Planning</td>
<td>(559) 457-6126</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget (Fund-Unit-Dept.-Activity-Function-Object)</th>
<th>Annual Cost</th>
<th>Yes ☑</th>
<th>No ☐</th>
</tr>
</thead>
<tbody>
<tr>
<td>$47,750.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Contract will not be authorized to exceed this amount w/o DOE approval)

**Fingerprint Requirements:** All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.

**Steps of Work Summary:**
Fairbank, Maslin, Maullin, Metz & Associates (FM3) will conduct a community survey to gauge voter interest in a potential 2024 bond measure to continue school facility improvements. Proposed survey will provide responses from likely voters regarding a potential bond.

FM3 proposes to develop the questionnaire, conduct interviews in two languages, and provide data, analysis and consultation at a cost of up to $47,750. Pending Board approval, the survey will be conducted May 2023. Providing results to be shared at our May 30th, 2023 board workshop.

**Please indicate where the work will be performed:**

<table>
<thead>
<tr>
<th>Work to be performed mostly in the state of California</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes ☑</td>
</tr>
</tbody>
</table>

**Date Item is to appear on Board of Education Agenda:**

<table>
<thead>
<tr>
<th>(Contracts of $15,000.00 or more)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewed &amp; approved by Cabinet Level Officer:</td>
</tr>
<tr>
<td>Signed: 3/30/23</td>
</tr>
<tr>
<td>Reviewed &amp; approved by Risk Management</td>
</tr>
<tr>
<td>Signed: 4/17/2023</td>
</tr>
<tr>
<td>Reviewed &amp; approved by Department Head</td>
</tr>
<tr>
<td>Signed: 4/17/2023</td>
</tr>
</tbody>
</table>

**Please return signed agreement back to (name/email):** Alex Belanger Facilities Management & Planning

Revised 3/22/23
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION
School/Department Budget: M500
District Contact Person: Alex Belanger
Budget Manager Approval: [Signature]
Contractor's Vendor Name: FM3 Research
Contractor's Contact Person: John Fairbank
Contractor's Title: Partner
Contractor's Telephone Number: (310)828-1183
Contractor's E-mail: john@FMEResearch.com
Contractor's Address: 12100 Wilshire Boulevard, suit 350

This Independent Contractor Services Agreement is made and entered into effective 4/27/2023
(the "Effective Date") by and between the Fresno Unified School District ("District") and FM3 Research
("Contractor").

1. Contractor Services. Contractor agrees to provide

Agency:
(FM3) will conduct a community survey to gauge voter interest in a potential 2024 school facility bond measure.

Deliverables:
FM3 will develop the questionnaire, conduct interviews in two languages, and provide data analysis of; a top line results of the survey for reference, a complete set of cross-tabs in an easy to ready comprehensive format, verbatim responses to any open ended question, complete analysis of survey results in power point, and presentation of findings

Survey:
Proposed survey will provide responses from 700 voters regarding a 2024 potential bond.

Timing:
Pending Board approval, the survey will be conducted April - May 2023, providing results to be shared at our May 30th, 2023, board workshop.

Cost: Consultation $47,750
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on **4/27/2023** and shall terminate on **5/30/2023**. There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of **$47,750.00** per . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.**
   - Lodging [ ] Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.
   - Meals [ ] Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required.
   - Travel [ ] Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   - Supplies [ ] As negotiated with school/department contracting for service.
   - Total Estimated Cost (Sum of paragraphs 4 and 5a-d): **$47,750.00**
   - Other [ ]

6. **Employment.** Are you a current FUSD employee? [ ] Yes [ ] No

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree? [ ] Yes [ ] No

8. **California Residency.** Contractor is a resident of the state of California: [ ] Yes [ ] No

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: [http://www.pccpas.com/fresno-unified-fraud-alert](http://www.pccpas.com/fresno-unified-fraud-alert). The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the District's 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.

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

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

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

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

13. Confidential Information

a. For the purposes of this Agreement "Confidential Information" includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the 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.

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

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

15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("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.

16. Insurance. Without limiting "Contractor" indemnification, it is agreed that "Contractor" shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than 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" Commercial General liability policy excludes coverage for sexual molestation and/or abuse claims are 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 may be satisfied by either the named insured or the District. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to 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.
17. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

19. **Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor’s employees, or those of any other consultants, coming into contact with the District’s pupils submit through the DISTRICT fingerprint to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. “Fingerprinting Requirements,” is expressly understood and agreed to by the parties hereto:

   Contractor’s initials JF   District’s initials SS

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

21. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. **Waiver and Amendments.** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. **Attorney’s Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney’s fees, incurred by the prevailing party in resolving such dispute.
27. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

District:

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

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

Contractor: FM3 Research

**Name:** John Fairbank

**Address:**  
Fairbank, Maslin, Maulin, Metz & Associates  
FM3  
12100 Wilshire Boulevard, Suite 350  
Los Angeles, CA 90025

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

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

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

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

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

33. **Board Approval.** For contracts in excess of $15,000.00, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.
Executed at Fresno, California, on the date and year first written above.

**DISTRICT**

Fresno Unified School District

Patrick Jensen, Interim Chief Financial Officer

**Date**

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

4/17/2023

**Date**

**CONTRACTOR**

FM3 Research

Name: John Fairbank, Title: Partner

4-12-2023

**Date**
TO  Fresno Unified School District
FROM  John Fairbank & Adam Sonenshein  
Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research)
CC  Chet Wang  
Keygent
RE:  Proposal to Conduct 2024 Fresno Unified Finance Measure Viability Research
DATE  February 15, 2023

Fairbank, Maslin, Maullin, Metz & Associates (FM3) is pleased to submit this proposal to conduct voter opinion survey research evaluating the viability of a Fresno Unified School District bond measure in the March 2024 or November 2024 elections. FM3 is proud to have collaborated with Fresno Unified on three past successful bond measures: Measure Q (2010), Measure X (2016) and Measure M (2020). We suggest following a similar approach for the exploration of a future measure with a robust baseline survey exploring the potential bond measure from a variety of different angles, which may be followed by an optional, shorter tracking survey to provide updated, refined data just before the Board would need to vote to place the measure on the ballot.

The balance of this proposal is organized into three sections: Section 1 discusses FM3’s approach to the survey questionnaire; Section 2 summarizes methodological considerations for the research; and Section 3 outlines FM3’s proposed research specifications and estimated costs.

1 SURVEY CONTENT

The surveys would quantify the current level of support for a bond measure among the District’s likely voters, including building on the research that FM3 conducted for the District in 2010, 2016 and 2019 as well as learning from the recent research among Fresno Unified parents. The survey would examine and track a range of issues related to public awareness and perceptions of the District and documenting their respective changes over time. Consistent with our research for Fresno Unified’s past measures, the objective of these questions will be to provide a thorough examination of the viability of a measure and identify a thematic and communications roadmap leading up to the placement of the measure.

Specific items addressed by the survey may include:

- Whether voters feel the District is headed in the right direction or off on the wrong track;
- To what extent voters perceive a need for additional funding for Fresno Unified;
- How voters view the District’s management and performance;
• To what degree voters trust the District to spend taxpayer money efficiently and as promised;
• How voters respond to a draft, hypothetical ballot question that conforms to all of the current legal requirements;
• Identifying the bond amounts and tax rates that voters would be willing to support;
• Identifying the themes and messages that resonate most with likely voters;
• Understanding the vulnerability to potential opposition and how that can be mitigated;
• Updating the sources of information that voters most often rely on, to ensure that communication and outreach resources are used efficiently.

Consistent with our prior research for Fresno Unified, the survey will also gather relevant demographic information from the respondents to analyze responses by gender, age, income, party registration, ethnicity, geography and other relevant groupings. These will help identify consistent supporters and opponents of a bond measure, as well as those who are open to supporting the measure after receiving additional information.

2 METHODOLOGICAL CONSIDERATIONS

2.1 Sample Sizes & Sample Design
For the baseline survey, FM3 recommends a sample size of 600-700 Fresno Unified registered voters who are likely to participate in the November 2024 Presidential Election. Because roughly 60 percent of likely November 2024 voters are also likely to cast a ballot in the March 2024 statewide primary, this sample will therefore include approximately 360-420 likely March 2024 voters as well. In the past, FM3’s bond measure baseline surveys for Fresno Unified have targeted 600 responses. We are adding the option of a sample size of 700 for consideration as it would allow us to offer 100 interviews in each Board district, which would then be weighted to the expected proportions of voters in each Board district for a demographically representative overall sample.

If an optional tracking survey is pursued, it would likely have a smaller sample size and shorter questionnaire as many of the issues will have been covered by the baseline survey.

2.2 Interviewing Methodology
FM3 recommends continuing with the dual-mode, online and telephone surveying approach used for Fresno Unified’s bond surveys in 2019, with one enhancement; FM3 and others have found that younger voters and some other segments of the population are less responsive to email messages and telephone calls, so we recommend supplementing the email invitations to the online survey with text messages with links to the online survey.
3 PROPOSED RESEARCH SPECIFICATIONS AND ESTIMATED COSTS

Methodology Dual-mode voter survey using a combination of online and telephone interviews

Respondent Telephone calls, email invitations, and text invitations

Contact Method

Questionnaire Length 20 minutes for the average respondent

Sample 600-700 Fresno USD registered voters likely to participate in the November 2024 General Election based upon past voting history

Language Telephone interviews will be conducted in English and Spanish. Online interviews will be conducted in English only.

Deliverables Following the completion of the survey, we will provide:
- A questionnaire with the topline results of the survey for easy reference
- A complete set of crosstabs in an easy-to-read, comprehensive format
- Verbatim responses to any open-ended questions
- A complete analysis of survey results in PowerPoint
- A PowerPoint and/or webinar presentation of the survey results

FM3 will also be available for ongoing consultation and any further analysis of the research.

Costs $43,750 - $47,750 depending on the sample size selected for the survey

We would be excited for the opportunity to continue working with Fresno Unified, and if you have any questions or if there is any further information we can provide, please do not hesitate to contact us. Thank you for your consideration, and you may reach us as follows:

John Fairbank, Partner
Fairbank, Maslin, Maullin, Metz & Associates (FM3)
12100 Wilshire Boulevard, Suite 350
Los Angeles, CA 90025
(310) 463-2230 (Cell)
John@FM3Research.com

Adam Sonenshein, Senior Vice President
Fairbank, Maslin, Maullin, Metz & Associates (FM3)
12100 Wilshire Boulevard, Suite 350
Los Angeles, CA 90025
(310) 569-3653 (Cell)
Adam@FM3Research.com
AGENDA ITEM A-14

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with J. Graham, Inc.

ITEM DESCRIPTION: Included the Board binders is an agreement with J. Graham, Inc. to conduct claims audits on the district’s PPO Medical plans, Delta Dental PPO plan, Halcyon Behavioral mental health, and substance abuse plan, and PhysMetrics acupuncture and chiropractic plan.

J. Graham, Inc. will perform an analysis of the claims beginning May 05 2023 – December 31, 2024 to help detect potential overpayments by looking at duplicate payments, payments outside of the valid eligibility time-frame, benefits applications, procedure bundling/unbundling, accuracy of pricing and provider contracts, coordination of benefits, and timely filing.

The approved fee for this project is $72,000 and all costs will be offset by recovery of overpayments identified in the audits.

The services align with the Joint Health Management Board’s established goals and responsibilities for providing high-quality health care to active and retired employees.

FINANCIAL SUMMARY: Sufficient funds in the amount of $72,000 are available in the Internal Service Health Fund.

PREPARED BY: Steven Shubin, Deputy Executive
DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen, Interim Chief Financial Officer
SUPERINTENDENT APPROVAL: Patrick Jensen

Revised 04/21/23
Fresno Unified School District

Contract Routing Form

Completed independent contract agreement must be attached

| J. Graham Inc. | 8011 Brooks Chapel Road #4035 Brentwood TN 37027 |
| Vendor Name | Address |
| 615.924.4663 | John Graham |
| Phone Number | Vendor Contact |
| From: 5/1/2023 | Through: 12/31/2024 |
| Term (Duration) | |
| FUSD Contract Administrator: | Benefits Department 457-6227 |
| Steven Shubin | Site/ Dept telephone number |
| Name | 670-0841-0880-0000-6000-5899 |

Annual Cost $ 72,000 (Contract will not be authorized to exceed this amount w/o BOE approval)

Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the “Michelle Montoya” Act, as required therein.

Yes ☐ No ☒

Scope of Work Summary:

(a) Meet with Client personnel, either by phone or in person, to outline the Claims Audit process, submit an information request to Client, and establish a process for resolving questions JGI may have during the Claims Audit with the appropriate Client personnel.
(b) Provide a Claims Audit scope and/or data request to the TPAs.
(c) Review Claims Data Set for completeness.
(d) Compare total amount paid by TPA to healthcare providers as set forth in the Claims Data Set versus the amount funded by Client for Healthcare Claims.
(e) Perform an analysis of the Claims Data Set to detect potential overpayments in some or all of the following areas: duplicate payments, payments outside valid eligibility, benefits application, procedure bundling/unbundling, accuracy of pricing and provider contract application, timely filing, coordination of benefits, multiple surgery discounts, and assistant surgeon discounts. Client agrees that the scope of the Claims Audit, the analysis performed during the Claims Audit and the decision to analyze any particular area for potential overpayments during the Claims Audit, shall be determined solely by, and at the discretion of, JGI. JGI does not warrant or represent that it will discover any or all errors or overpayments, or any particular number or percentage of errors or overpayments made by the TPA.
(f) Review a sample of claims on a site visit at the TPA with the total number of site visit claims to be negotiated with the TPA consistent with any limitations in the audit rights between Client and TPA.
(g) Deliver reports to TPA and Client identifying specific Healthcare Claims that Client may be entitled to recover, and review such reports with Client and/or TPA at Client’s discretion.
(h) Provide Client, as appropriate, with updates showing progress throughout the project, as well as a final report identifying Identified Amounts and Recovered Amounts as reported by the Client or the TPA to JGI.

Date Item is to appear on Board of Education Agenda: 4/26/23 (Contracts of $15,000.00 or more) click to enter date

Reviewed & approved by Cabinet Level Officer: [Signature] Apr 19, 2023

Reviewed & approved by Executive Director, Risk Management: [Signature] 4/14/2023

Please return signed contract to: Mai Mouna

Name

JHMB Fresno Unified Independent Contractor Agreement 1 | Page
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: Benefit & Risk Management Department 670-0841-0880-0000-6000-5899
District Contact Person: Steven Shubin
Budget Manager Approval: ____________________________
Contractor's Vendor Name: J. Graham Inc.
Contractor's Contact Person: John Graham
Contractor's Title: President
Contractor's Telephone Number: 615.924.4663
Contractor's E-mail: www.jgrahaminc.com
Contractor's Address: 8011 Brooks Chapel Road #4035 Brentwood, Tennessee 37027
Contractor's Taxpayer ID# or SSN#: 46-5072936

This Independent Contractor Services Agreement is made and entered into effective 5/1/2023 (the “Effective Date”) by and between the Fresno Unified School District (“District”) and J. Graham Inc. (“Contractor”).

Scope of Services, Term and Compensation

I. Contractor Services. Contractor agrees to provide claims and auditing services, including:

(a) Meet with Client personnel, either by phone or in person, to outline the Claims Audit process, submit an information request to Client, and establish a process for resolving questions JGI may have during the Claims Audit with the appropriate Client personnel.

(b) Provide a Claims Audit scope and/or data request to the TPAs.

(c) Review Claims Data Set for completeness.

(d) Compare total amount paid by TPA to healthcare providers as set forth in the Claims Data Set versus the amount funded by Client for Healthcare Claims.

(e) Perform an analysis of the Claims Data Set to detect potential overpayments in some or all of the following areas: duplicate payments, payments outside valid eligibility, benefits application, procedure bundling/unbundling, accuracy of pricing and provider contract application, timely filing, coordination of benefits, multiple surgery discounts, and assistant surgeon discounts. Client agrees that the scope of the Claims Audit, the analysis performed during the Claims Audit and the decision to analyze any particular area for potential overpayments during the Claims Audit, shall be determined solely by, and at the discretion of, JGI. JGI does not warrant or represent that it will discover any or all errors or overpayments, or any particular number or percentage of errors or overpayments made by the TPA.

(f) Review a sample of claims on a site visit at the TPA with the total number of site visit claims to be negotiated with the TPA consistent with any limitations in the audit rights between Client and TPA.

(g) Deliver reports to TPA and Client identifying specific Healthcare Claims that Client may be entitled to recover, and review such reports with Client and/or TPA at Client’s discretion.

(h) Provide Client, as appropriate, with updates showing progress throughout the project, as well as a final report identifying Identified Amounts and Recovered Amounts as reported by the Client or the TPA to JGI.
2. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor under applicable Federal and California State law, and not an officer, employee, agent, partner, or joint venture of the District.

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

4. **Term.** This Agreement shall begin on 5/1/2023, and shall terminate on 12/31/2024. There shall be no extension of the term of the agreement without express written consent from all parties.

5. **Compensation.** District agrees to pay Contractor at following rate of $72,000. Checks will be made payable to J. Graham Inc. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 6. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice. This total fee will be paid in three equal installments of $24,000, the first of which will be due upon signature of this Service Agreement, the second three months after signature of Service Agreement, and final upon release of the Final Audit Report for all four claims audits (medical, dental, behavioral and chiropractic/acupuncture).

6. **Incidental Expenses:**

   - Yes (see below)  
   - No, Vendor initial here

   Contractor shall be reimbursed only for reasonable expenses properly and actually incurred in the performance of services provided for District.

   a. Lodging $0. Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.

   b. Meals $0. Reimbursement limited to actual cost up to the following rates: Breakfast


   c. Travel $0. Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.

   d. Supplies $0. As negotiated with school/department contracting for service.

   e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $72,000

   f. Other $0

7. **Employment.** Are you a FUSD employee?

   - Yes
   - No

8. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree?

   - Yes
   - No

9. **California Residency.** Contractor is a resident of the state of California:

   - Yes
   - No

10. **Conflicts of Interest.** Contractor does not have, nor does the Contractor anticipate having, any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

11. **Termination of Agreement.** Either District or Contractor may terminate this Agreement at any time for any reason upon ninety (90) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

   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 13, 14, 18, 19, and 20; and (b) all undisputed fees due and payable hereunder through the termination date in accordance with Paragraphs 5 and 6.

12. **Transfer of Data.** Not applicable.

**Confidentiality**

13. **Confidential Information**

a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a “need to know,” and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the 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 acknowledgement from each of its Representatives that said Representative is bound by the terms of this Paragraph 13.B.

c. Contractor’s obligation under this Agreement to not disclose Confidential Information shall not apply to information that: (a) becomes generally available to the public other than as the result of unauthorized disclosure by Contractor or a third party; (b) is independently developed by Contractor without the aid, application or use of Confidential Information; or (c) was received by Contractor on a non-confidential basis prior to receipt from the District or from a third-party lawfully possessing and lawfully entitled to disclose such information.

d. Disclosure of Confidential Information shall not be precluded if such disclosure is: (a) required pursuant to a valid court order; or (b) in the opinion of legal counsel for Contractor, is otherwise required by law, provided that in either circumstance:

i. Contractor shall furnish the District with a copy of the demand, summons, subpoena or other legal process to compel such disclosure;

ii. Contractor shall give the District reasonable prior notice of its intention to disclose Confidential Information in order to allow the Committee an opportunity to seek appropriate protection; and

iii. Contractor shall take all reasonable steps including, without limitation, the pursuit of a protective order, to restrict the disclosure of Confidential Information to the greatest extent possible.

e. All Confidential Information provided by the District to Contractor is and shall forever remain the sole and exclusive property of the 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.

f. 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.

**Indemnification, Insurance, and Taxes**

14. **Indemnity.** The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board from and against any and all claims, damages, losses, and expenses (including, but not limited to attorney’s fees, accounting fees, and costs including fees of consultants to the extent permitted by law) alleged or incurred arising out of or resulting from: performance of the contract (including, but not limited to) the Contractor’s use of the site; the Contractor’s completion of the duties under the contract; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, the Joint Health Management Board and its agents, employees and professionals, and the Directors of the Joint Health Management Board for any act, omission, negligence, or misconduct of the Contractor or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

15. **Insurance.** Without limiting Contractor’s indemnification, it is agreed that Contractor shall secure and maintain in force during the term of this Agreement: (1) a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than one million ($1,000,000) dollars per occurrence, two million ($2,000,000) dollars annual aggregate limit; (2) Business Automobile Liability Insurance shall be maintained for owned, scheduled, non-owned or hired automobiles with a combined single limit not less than one million ($1,000,000) dollars per occurrence; and The Commercial General Liability policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event the Contractor’s policy should have an exclusion for sexual molestation or abuse claims, then Contractor shall be required to procure a supplemental policy providing such coverage. The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and Endorsements shall be attached to the Agreement as proof of insurance. The Contractor’s policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor shall produce the policy for District, upon request.

16. **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. In particular, district will not withhold FICA (Social Security); State or Federal unemployment insurance contributions, State or Federal income tax or disability insurance. Contractor is independently responsible for the payment of all applicable taxes.

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.

**Dispute Resolution**

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws principles thereof. Venue shall be in the appropriate Superior Court in Fresno, California.

19. **Arbitration.** If any dispute arises concerning the performance, interpretation, or enforcement of this Agreement, the Parties hereto agree that such matter shall be determined by arbitration, upon the written request of one party given to the other. Such arbitration shall be conducted in the County of Fresno, California and shall be in accordance with the American Arbitration Association under its Commercial Arbitration Rules then in effect. Any award under such arbitration, including any award for damages, may be entered in any court having jurisdiction thereof.

20. **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.

**Miscellaneous**

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

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

a. District: Contractor:  
Executive Director of Purchasing Name: J. Graham Inc.  
Purchasing Department  
Fresno Unified School District  
Address:  
4498 N. Brawley Avenue 8011 Brooks Chapel Road #4035  
Fresno, CA 93722 Brentwood, TN 37027  

cc: Steven Shubin  
Benefits & Risk Management  
Fresno Unified School District  
2309 Tulare Street  
Fresno, CA 93721

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Severability. If any term or provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by court of competent jurisdiction, then to the extent necessary to make such provision or this Agreement legal, valid or otherwise enforceable, such term or provision will be limited, construed or severed and deleted from this Agreement, and the remaining portion of such term or provision and the remaining other terms and provision hereof shall survive, remain in full force and effect and continue to be binding, and will be interpreted to give effect to the intention of the Parties hereto insofar as that is possible.

28. Waiver and Amendment. 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.

29. 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.
30. **Non-Discrimination.** It is the policy of the District that there shall be no discrimination against any of Contractor's prospective or active employees because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable Federal and California State laws.

31. **Business Associate Agreement.** Attached as Exhibit A is a Business Associate Agreement which shall be executed by Contractor.

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

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

***

**DISTRICT**
Fresno Unified School District

__________________________
Patrick Jensen, Interim Chief Financial Officer

__________________________
Date

**CONTRACTOR**

__________________________
John Graham, President

2/10/2023

__________________________
Date

Approved As To Form:

__________________________
4/14/2023

Stacey Sandoval, Executive Director
Risk Management

JHMB Fresno Unified Independent Contractor Agreement
Business Associate Addendum

This Business Associate Addendum ("Addendum"), effective February 1, 2023 regardless of the date executed, is incorporated into and made part of the Independent Contractor Services Agreement ("Agreement") by and between the Fresno Unified School District Employee Health Care Plan ("Covered Entity") and J. Graham Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

The Parties hereby agree as follows:

I. Definitions

(a) Catch-all Definitions:

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

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

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

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

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

(f) Unsuccessful Security Incident. "Unsuccessful Security Incident" shall mean a Security Incident that does not result in unauthorized Access, Use, Disclosure, modification, or destruction of PHI (including, for example, and not for limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses).
(g) **Workforce.** Shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity or Business Associate, are under the direct control of such entity, whether or not they are paid by Covered Entity or Business Associate.

II. **Obligations and Activities of Business Associate**

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

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

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

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

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

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

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

(e) Business Associate shall use best efforts to secure PHI to make it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issued under 42 U.S.C. § 17932(h), and any regulation implemented thereunder.
(f) Business Associate agrees to, without unreasonable delay, and in no case later than forty-eight (48) hours of its awareness, report in writing to Covered Entity:

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

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

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

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

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

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

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

(iv) To the extent that Business Associate (or any of its Subcontractors or agents) is responsible for the occurrence of a Breach, Business Associate shall be responsible for any and all costs and expenses associated with the notification and mitigation of the Breach, whether implemented by Business Associate or Covered Entity.
(i) Business Associate agrees to require all of its Subcontractors and agents that create, receive, maintain, or transmit PHI to agree, in writing, to the same restrictions and conditions on the Use and/or Disclosure of PHI that apply to Business Associate; including but not limited to the extent that Business Associate provides ePHI to a Subcontractor or agent, it shall require the Subcontractor or agent to implement reasonable and appropriate safeguards to protect the ePHI consistent with the requirements of this Addendum.

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

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

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

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

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

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

(p) Business Associate agrees to request, Use and/or Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure; provided, that Business Associate shall comply with the requirements of HIPAA, as amended by the HITECH Act, including but not limited to 42 U.S.C. § 17935(b), 45 C.F.R. 164.502(b), and 45 C.F.R. 164.514(d).
(q) Business Associate agrees to not directly or indirectly receive remuneration in exchange for any PHI as prohibited by HITECH Act 42 U.S.C. § 17935(d) and 45 C.F.R. 164.502(5)(ii).

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

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

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

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

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

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

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

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

III. Permitted Uses and Disclosures of PHI by Business Associate

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

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

(b) Report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1);
(c) Disclose to Subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that: (i) the information will be held confidentially and Used or further Disclosed only as Required by Law; (ii) the information will be Used only for the purpose for which it was Disclosed to the third party; and (iii) the third party agrees without delay, and in no case later than twenty-four (24) hours, to report to Business Associate any Security Incident or Breach of Unsecured PHI of which Business Associate or agent becomes aware in accordance with 45 C.F.R. § 164.308(b), 45 C.F.R. § 164.314(a)(2)(C), 45 C.F.R. 164.410, 45 C.F.R. § 164.504(e)(2)(ii)(C) and 42 U.S.C. § 17932(b);

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

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

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

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

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

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

IV. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that
such limitation may affect Business Associate’s Use or Disclosure of Protected Health Information.

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

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

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

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

V. Term and Termination

(a) Term. The Term of this Addendum shall be effective as of February 1, 2023 and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

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

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

(ii) If Business Associate has breached a material term of this Addendum and cure is not, in Covered Entity’s reasonable determination, possible, Covered Entity may immediately terminate this Addendum and the Agreement; or
(iii) If neither termination nor cure are, in Covered Entity’s sole determination, feasible, Covered Entity shall report the violation to the Secretary.

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

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

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

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

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

VI. **Miscellaneous**

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

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

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

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

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

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

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

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

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

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

(k) **Notices.** Any notice, demand, or request given in accordance with this Addendum shall be given by email; personal delivery; by messenger delivery; by facsimile.
transmission; by placing said notice in the United States mail, registered or first-class, postage pre-paid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a Party, when the facsimile transmission occurs, or on the date when said notice is deposited in the United States mail, postage pre-paid.

Notice shall be given to the Covered Entity as follows:

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

Brandie Barrows, AAL  
Taylor English Duma LLP  
7172 Regional Street, #282  
Dublin, CA 94568  
(510) 772-9334  
bbarrows@taylorenglish.com

Notice shall be given to Business Associate as follows:

John Graham Inc.  
8011 Brooks Chapel Road #4035  
Brentwood, Tennessee 37027  
Attention: John M. Graham  
Email: john@igrahaminc.com

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

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

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

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

**COVERED ENTITY**

**FUSD Employee Health Care Plan**

By: ________________________________

Print Name: Patrick Jensen

Print Title: Interim Chief Financial Officer

Date: ______________________________

**BUSINESS ASSOCIATE**

**J. Graham Inc.**

By: ________________________________

Print Name: John Graham

Print Title: President

Date: 2/10/2023

Approved As To Form

4/14/2023

Stacey Sandoval, Executive Director
Risk Management
"J Graham" History

긴급도: Created: 2023-04-12

By: Mai Moua (mai.moua@fresnounified.org)

Status: Signed

Transaction ID: CBJCHBAABAAcDfj0e4p1WIRv2bxQ1764EaMFI4pzN...

Document created by Mai Moua (mai.moua@fresnounified.org)
2023-04-12 - 4:45:04 AM GMT

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2023-04-12 - 4:50:30 AM GMT

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2023-04-12 - 2:50:57 PM GMT

Document e-signed by Steven Shubin (steven.shubin@fresnounified.org)
Signature Date: 2023-04-12 - 2:51:04 PM GMT - Time Source: server

Document emailed to Stacey Sandoval (stacey.sandoval@fresnounified.org) for signature
2023-04-12 - 2:51:06 PM GMT

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2023-04-12 - 4:22:19 PM GMT

Document e-signed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
Signature Date: 2023-04-14 - 9:05:13 PM GMT - Time Source: server

Agreement completed.
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"J Graham Inc." History

Document created by Florencia Ventura Rodriguez (florencia.venturarodriguez@fresnounified.org)
2023-04-18 - 11:07:24 PM GMT- IP address: 206.78.213.140

Document emailed to Patrick Jensen (patrick.jensen@fresnounified.org) for signature
2023-04-18 - 11:09:05 PM GMT

Email viewed by Patrick Jensen (patrick.jensen@fresnounified.org)
2023-04-19 - 5:58:43 AM GMT- IP address: 146.75.154.1

Document e-signed by Patrick Jensen (patrick.jensen@fresnounified.org)
Signature Date: 2023-04-19 - 3:12:28 PM GMT - Time Source: server- IP address: 206.78.213.101

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AGENDA ITEM A-15

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with Moreno Institute, LLC.

ITEM DESCRIPTION: Included in the Board binders is an agreement with Moreno Institute LLC. Moreno Institute LLC. will partner with the College and Career Readiness/Extended Learning Department to provide after-school arts and literacy support during Summer Academy 2023 at up to 76 elementary and middle schools.

Daily after-school Summer Academy support hours: 1:30 p.m. – 5:30 p.m. with small group instruction.

FINANCIAL SUMMARY: Sufficient funds in the amount of $902,538 are available in the Extended Learning Opportunities Program budget.

PREPARED BY: Jeremy Ward, Assistant Superintendent
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Natasha Baker, Chief Academic Officer
SUPERINTENDENT APPROVAL:
Fresno Unified School District
Contract Routing Form

Completed independent contract agreement must be attached

31247
Vendor Number
Moreno Institute LLC
Vendor Name
559-269-2642
Phone Number

From: 06/01/2023
Term (Duration)
FUSD Contract Administrator:
Valerie Martinez

Address
1625 E. Shaw Ave. Suite 137, Fresno, CA 93710
Vendor Contact
Raul Z. Moreno

Through: 06/30/2023

Extended Learning
559-248-7539
Site/Dept

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1546-5899

Annual Cost $902,538.00 (Contract will not be authorized to exceed this amount w/o)

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

Scope of Work Summary:
Moreno Institute LLC agrees to provide arts and literacy support for 2023 Summer Academy at up to 76 elementary and middle schools.

Services will include:
Two small group instructors per site
Vendor-prepared curriculum
Professional development training
School site prep
Daily Summer Academy after school support from 1:30 pm - 5:30 pm with small group instruction

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on Board of Education Agenda: 04/26/23
Will this contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer: 4/10/2023
Signed Date

Reviewed & approved by Risk Management
Signed Date

Reviewed & approved by Department Head
Signed Date

Please return signed agreement back to (name/email): Frandis Thao & Francine Pedersen Extended Learning

Revised: 2/23/23
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1546-5899
District Contact Person: Valerie Martinez
Budget Manager Approval: [Signature]
Contractor’s Vendor Name: Moreno Institute LLC
Contractor’s Contact Person: Raul Z. Moreno
  Contractor’s Title: Executive Director
  Contractor’s Telephone Number: 559-269-2642
  Contractor’s E-mail: raulmoreno@morenoinstitute.org
  Contractor’s Address: 1625 E. Shaw Ave. Suite 137, Fresno, CA 93710

This Independent Contractor Services Agreement is made and entered into effective 06/01/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Moreno Institute LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

   Moreno Institute LLC agrees to provide arts and literacy support for 2023 Summer Academy at up to 76 elementary and middle schools.

   Services will include:
   Two small group instructors per site
   Vendor-prepared curriculum
   Professional development training
   School site prep
   Daily Summer Academy after school support from 1:30 pm - 5:30 pm with small group instruction

   At the conclusion of Summer Academy, Moreno Institute LLC will submit an executive summary and an invoice outlining services provided.
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on 06/01/2023 and shall terminate on 06/30/2023. There shall be no extension of the term of the agreement without express written consent from all parties. $11,875.50 school site $902,538.00

4. **Payment.** District agrees to pay Contractor at following rate of per . Not to exceed . Checks will be made payable to Moreno Institute LLC . Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.** 
   - [ ] Yes (See below)  
   - [x] No. Vendor initial here

   - a. Lodging $0 Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required
   - b. Meals $0 Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required
   - c. Travel $0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   - d. Supplies $0 As negotiated with school department contracting for service.
   - e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): $902,538.00
   - f. Other $0

6. **Employment.** Are you a current FUSD employee?
   - [ ] Yes  
   - [x] No

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree?
   - [ ] Yes  
   - [x] No

8. **California Residency.** Contractor is a resident of the state of California:
   - [x] Yes  
   - [ ] No

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: [http://www.pppas.com/fresno-unified-fraud-alert](http://www.pppas.com/fresno-unified-fraud-alert). The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District. Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

    Contractor’s initials [Em]  
    District’s initials [Es]

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

12. **Termination of Agreement.** Either District or Contractor may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice. In the event of early termination, Contractor shall be paid for satisfactory work.
performed to the date of termination. The District may then proceed with the work in any manner the District deems proper.

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

13. Confidential Information

a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a “need to know,” and who are themselves bound by similar nondisclosure restrictions (collectively, “Representatives”). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the 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.

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

Fresno Unified Independent Contract
15. **Indemnification and Hold Harmless.** To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("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 insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. **Insurance.** Without limiting “Contractor” indemnification, it is agreed that “Contractor” shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than 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 may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to 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.
17. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

19. **Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District’s pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor’s employees, or those of any other consultants, coming into contact with the District’s pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. “Fingerprinting Requirements,” is expressly understood and agreed to by the parties hereto:

    Contractor’s initials _______ District’s initials _______

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

21. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. **Waiver and Amendments.** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. **Attorney’s Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney’s fees, incurred by the prevailing party in resolving such dispute.
27. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

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

Contractor: Moreno Institute LLC

Name: Raul Z. Moreno

Address: 1625 E. Shaw Ave. Suite 137 Fresno, CA 93710

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

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

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

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

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

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

33. **Board Approval.** For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.
Executed at Fresno, California, on the date and year first written above.

DISTRICT

Fresno Unified School District

Patrick Jensen, Interim Chief Financial Officer

Date

CONTRACTOR

Moreno Institute LLC

Name: Raul E. Moreno, Title: Executive Director

Mar 27, 2023

Date

Approved As To Form:

Stacey Sandoval, Executive Director
Risk Management

4/13/2023

Date
AGENDA ITEM A-16

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Bid 23-34, Roosevelt High School Interim Housing

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-34, Roosevelt High School Interim Housing. The project is for the installation of two interim housing portable buildings. The new portables will serve as interim housing during the forthcoming administration building modernization and subsequent west hall and library modernizations. The portables will be equipped with confidential spaces that will support administration as well as large open areas that can be equipped with systems furniture.

The request for bids was lawfully advertised on February 15, 2023. Notifications were sent to 174 firms plus five construction trade publications, and the district received two responses. Bids were opened on March 16, 2023. Staff recommends award to the lowest responsive, responsible bidder:

Ardent General, Inc., (Fresno, California) $633,000

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

FINANCIAL SUMMARY: Sufficient funds in the amount of $633,000 are available in the Measure M Fund.

PREPARED BY: Ann Loorz, Executive Director
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Paul Idsvoog, Chief Operations and Classified Labor Management Officer
SUPERINTENDENT APPROVAL:
FRESNO UNIFIED SCHOOL DISTRICT
BID TABULATION
BID NO. 23-34, ROOSEVELT HIGH SCHOOL INTERIM HOUSING

Bid Opening Date: March 16th, 2023 prior to 2:01 P.M.  Buyer: Panhia Moua

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>CITY</th>
<th>BASE BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ardent General, Inc.</td>
<td>Fresno</td>
<td>$633,000</td>
</tr>
<tr>
<td>Marko Construction Group, Inc.</td>
<td>Fresno</td>
<td>$675,733</td>
</tr>
</tbody>
</table>

Low bid determined by Base Bid.

Staff recommends award of $633,000 to Ardent General, Inc., the lowest responsive, responsible bidder for the Base Bid.
AGENDA ITEM A-17

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Award of Request for Proposals 23-37, Ready to Serve Pizza with Site Delivery Services

ITEM DESCRIPTION: Included in the Board binders is information on Request For Proposal (RFP) 23-37, Ready to Serve Pizza with Site Delivery Services to establish fixed pricing for ready-to-serve, individual size, whole grain pizza with site delivery services to elementary, middle and high schools to serve during after-school programs. This product has been served on a smaller scale in the past and was well-received by students. The pizza, with whole grain crust and low-fat cheese and pepperoni, complies with the Child and Adult Care Food Program nutrition standards for serving under the district Super Snack Program. 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 criteria was based on price, taste test, food safety, delivery capacity, technology and reports, and local procurement standards.

The request for proposals was lawfully advertised on February 22, 2023 and March 01, 2023. Proposals were opened on March 10, 2023. Notifications were sent to 43 vendors, and the district received two responses. The agreement is for a one-year term with the option to extend for two additional one-year periods. Staff recommends award of Schedule A to the best value vendor:

Buster Enterprises (Fresno, California) $1,373,320

Approval will allow the Nutrition Services Department to utilize ready to serve pizza on an as-needed basis. Purchase orders will be presented to the board for ratification on future purchase order reports.

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

FINANCIAL SUMMARY: Sufficient funds in the amount of $1,373,320 are available in the Cafeteria Fund.

PREPARED BY: Amanda Harvey, Director and Ann Loorz, Executive Director
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Paul Idsvoog, Chief Operations and Classified Labor Management Officer
SUPERINTENDENT APPROVAL:
# Schedule A

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ESTIMATED ANNUAL USAGE</th>
<th>UOM</th>
<th>PRODUCT SPECIFICATIONS</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
<th>UNIT PRICE</th>
<th>EXTENDED TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>304,000</td>
<td>Each</td>
<td>Individually Box, 6&quot; X 6&quot; <strong>Pepperoni Pizza,</strong> Whole Grain pizza that meets a 2 oz protein and minimum 2 oz whole grains, must meet CACFP Meal Pattern Requirements, sliced in half. Buster Enterprises #SSPP2020 or Equal. Sodium not to exceed 825 mg per serving. Pepperoni to be Reduced Fat and Sodium. Cheese to be Part Skim Mozzarella Cheese. Must Comply with FUSD Unacceptable Ingredient List.</td>
<td>$ 3.63</td>
<td><strong>$1,103,520</strong></td>
<td>No Bid</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>76,000</td>
<td>Each</td>
<td>Individually Box, 6&quot; X 6&quot; <strong>Cheese Pizza,</strong> Whole Grain pizza that meets a 2 oz protein and minimum 2 oz whole grains, must meet CACFP Meal Pattern Requirements, sliced in half. Buster Enterprises #SSPC2020 or Equal. Sodium not to exceed 600 mg per serving. Cheese to be Part Skim Mozzarella Cheese. Must Comply with FUSD Unacceptable Ingredient List.</td>
<td>$ 3.55</td>
<td><strong>$269,800</strong></td>
<td>No Bid</td>
<td></td>
</tr>
</tbody>
</table>

**Sub-Total:** **$1,373,320**

Low bid determined by combined total of bid items 1 and 2.

Staff recommends award of $1,373,320.00 to Buster Enterprises, the lowest responsive, responsible bidder for bid items 1 and 2.

Staff deemed Vmak Enterprises Dba Hungry Howies non-responsive due to omission of required documents with submittals.
AGENDA ITEM A-18

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Use of Individual Piggyback Contracts

ITEM DESCRIPTION: Included in the Board binders is a piggyback contract for use during the remainder of fiscal year 2022/23 for efficient and cost-effective procurement. This is in addition to piggyback contracts approved by the Board previously, to allow for expedited purchases related to portable buildings.

Use of piggyback contracts is allowed under Public Contract Codes 10299 and 20118 and is a procurement best practice that takes advantage of competitive pricing from a contract formally bid by another school district or public agency. The district has determined that when appropriate, use of piggyback contracts is advantageous and in the best interest of the district to reduce administrative time and expense, provide favorable pricing and/or provide options and flexibility. Approval does not commit the district to purchases or require that any specific contract be utilized. Use of piggybacks allows the district to expedite supplies and materials to meet specific needs quickly or to utilize a different contract if a vendor from an existing contract cannot provide services in a timely manner. All purchases associated with piggyback contracts are presented to the Board for ratification on monthly purchase order reports.

The complete contracts are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Estimated annual expenditures for each piggyback contract (if utilized) are indicated on the backup material; funding will be determined on a project-by-project basis.

PREPARED BY: Ann Loorz, Executive Director
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Paul Idsvoog, Chief Operations and Classified Labor Management Officer
SUPERINTENDENT APPROVAL:
<table>
<thead>
<tr>
<th>Supplier and Primary Location</th>
<th>Piggyback Contract Name (and Cooperative Agency Name, if applicable)</th>
<th>Lead Agency</th>
<th>Estimated Annual $</th>
<th>Purpose of Piggyback</th>
<th>Additional Information (pricing structure, examples of items purchasing)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. McGrath RentCorp, dba Mobile Modular Management Corporation Livermore, CA</td>
<td>Piggyback Bid for Portable Buildings and Associated Options</td>
<td>Santa Rita Union School District</td>
<td>$2,000,000</td>
<td>Allows purchase of portable Buildings and Associated Options.</td>
<td>Discounted list prices. Replaces Bid B-17-28-11-000-9291 that expired 01/15/23.</td>
</tr>
</tbody>
</table>
Fresno Unified School District
Board Agenda Item

AGENDA ITEM A-19

Board Meeting Date: April 26, 2023

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Proposed Revisions for Board Bylaws

ITEM DESCRIPTION: Included in the Board binders are proposed revisions for the following five Board Bylaws (BB) and one Exhibit (E):

- Board Bylaw 9250 Remuneration, Reimbursement, And Other Benefits
- Board Bylaw 9270 Conflict of Interest
- Board Bylaw 9320 Meetings and Notices
- Board Bylaw 9322 Agenda/Meeting Materials
- Board Bylaw 9323.2 Actions by the Board
- Exhibit 9323.2 Actions by the Board

This revision meets the California School Boards Association recommendations and best practices.

Revision recommendations are color coded as follows:

**Yellow highlight** - CSBA recommended language policy
**Peach font** – Subcommittee recommendation
**Grey font** – New Policy, CSBA recommended
**Green font** – Legally mandated/reference changes
**Teal header** – *New Policy, non-CSBA proposed
**Blue font** – Clarification or readability changes
**Red strikeout** – Recommended deletion
**Green font** – CDE/FPM/Legal required change
**Purple font** - Information change
**Blue font** – Legal Counsel’s recommendation

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

PREPARED BY: Teresa Plascencia, EXECUTIVE DIRECTOR
DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3736

CABINET APPROVAL: Ambra O’Connor, CHIEF OF STAFF
SUPERINTENDENT APPROVAL:

[Signature]
[Signature]
Fresno Unified Board Bylaw (BB) 9250
Remuneration, Reimbursement And Other Benefits

Compensation
Each member of the Governing Board may receive the monthly compensation as provided for in Education Code 35120.

On an annual basis, the Board may increase the compensation of Board members beyond the limit delineated in Education code 35120 in an amount not to exceed five percent based on the present monthly rate of compensation. (Education code 35120)

Board members are not required to accept payment for meetings attended.

Any member who does not attend all Board meetings during the month, he/she is eligible to receive only a percentage of the monthly compensation equal to the percentage of meetings he/she they attended, unless otherwise authorized by the Board in accordance with law. (Education Code 35120)

A member may be compensated for meetings he/she they missed when the Board, by resolution, finds that he/she they were was performing designated duties for the district at the time of the meeting or that he/she they were was absent because of illness, jury duty or a hardship deemed acceptable by the Board (Education code 35120)

Student Board members shall receive no remuneration for meetings attended. (Education Code 35012)

(cf. 9150-Student Board Members)

Whenever a quorum of Board members serves as another legislative body which will meet simultaneously or in serial order to a Board meeting, the Board clerk or a member of the Board shall verbally announce the amount of any additional compensation or stipend that each member will be entitled to receive as a result of convening the simultaneous or serial meeting. (Government Code 54952.3)

Reimbursement of Expenses
Board members shall be reimbursed for actual and necessary expenses incurred when performing authorized services for the district. Expenses for travel or other authorized purposes, as directed by the Board, shall be reimbursed in accordance with policies established for district personnel and at the same rate of reimbursement. (Education Code 35044)

(cf. 1160- Political Processes)
(cf. 3100 – Budget)
(cf. 3350- Travel Expenses)
(cf. 3513.1 Cellular Phone Reimbursement)

Authorized purposes may include, but are not limited to, attendance at educational seminars or conferences designed to improve Board members’ skills and knowledge; participation in regional, state, or national organizations whose activities affect the district’s interests; attendance at district or community events; and meetings with state or federal officials on issues of community concern.
The Board President is authorized to approve attendance at conferences or meetings and other travel for members of the Board. The clerk of the Board shall approve conference and other travel of the Board president. An annual information report shall be provided to each Board member showing the year-to-date travel expenses incurred by each of the above-named officials.

(cf. 4133.1 – Travel Reimbursement)

Each Board member shall receive an annual travel allocation. Board members who serve as Board appointed delegates may receive an additional allocation to support their attendance and participation at mandatory meetings/conferences.

Personal expenses shall be the responsibility of individual Board members. Personal expenses include, but are not limited to, the personal portion of any trip, tips or gratuities, alcohol, entertainment, laundry, expenses of any family member who is accompanying the Board member on district-related business, personal use of an automobile, and personal losses and traffic violation fees incurred while on district business.

Before the expense is incurred, any questions regarding the propriety of a particular type of expense should be resolved by the Superintendent or designee.

Health and Welfare Benefits for Current Board Members

Health and welfare benefits for Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

The district shall pay the premiums required for Board members electing to participate in the district health and welfare benefits program to the same extent that it pays for district employees.

Health and welfare benefits provided to Board members shall be extended at the same level to their spouses/registered domestic partner and to their eligible dependent children as specified in law and the health plan.

(cf. 4154/4254/4354 - Health and Welfare Benefits)

Health and Welfare Benefits for Former Board Members

Former Board members may participate in the health and welfare benefits program provided for district employees under the conditions specified below.

Health and welfare benefits for former Board members shall be no greater than those received by district nonsafety employees with the most generous schedule of benefits. (Government Code 53208.5)

Any former Board member leaving the Board after at least one term of office may participate in the health and welfare benefits program at his/her own expense if coverage is in effect at the time of retirement. (Government Code 53201)

Health and welfare benefits provided to a former Board member shall be extended, at his/her expense and at the same level, to his/her spouse/registered domestic partner and eligible dependent children as specified in law and the health plan.

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

Legal Reference:
EDUCATION CODE
33050-33053 General waiver authority
33362-33363 Reimbursement of expenses for attendance at workshops 35012 Board members; number, election and term
35044 Payment of traveling expenses of representatives of board 35120 Compensation services as member of governing board 35172 Promotional activities
44038 Cash deposits for transportation purchased on credit
FAMILY CODE
297-297.5 Rights, protections and benefits under law; registered domestic partners
GOVERNMENT CODE
8314 Use of public resources
20322 Elective officers; election to become member
20420-20445 Membership in Public Employees’ Retirement System; definition of safety employees
53200-53209 Group insurance
54952.3 Simultaneous or serial meetings; announcement of compensation
HEALTH AND SAFETY CODE
1373 Health services plan, coverage for dependent children
INSURANCE CODE
10277-10278 Group and individual health insurance, coverage for dependent children
UNITED STATES CODE, TITLE 26
403(b) Tax-sheltered annuities
UNITED STATES CODE, TITLE 42
18011 Right to maintain existing health coverage
CODE OF FEDERAL REGULATIONS, TITLE 26
1.403(b)-2 Tax-sheltered annuities, definition of employee
COURT DECISIONS
ATTORNEY GENERAL OPINIONS
Management Resources:
WEB SITES
CSBA: http://www.csba.org
Public Employees’ Retirement System: http://www.calpers.ca.gov

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
reviewed: January 12, 2000
revised: January 14, 2004
revised: April 11, 2012
revised: June 1, 2016
revised: Spring __, 2023

Policy Section: 9000 Bylaws
Fresno Unified School District Board Bylaw (BB) 9270
Conflict of Interest

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by the Board member's, district employee's, or other designated persons their financial, family, or other personal interest or consideration.

(cf. 9005 – Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect their the Board member’s relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which their the Board member’s relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district’s designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district’s code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district’s conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district’s conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district’s conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 – Meeting and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district’s conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302,
Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use their official position to influence a governmental decision in which they knew or has reason to know that there is a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a “reasonably foreseeable material financial effect” which is distinguishable from the effect on the public generally, on the district official, the district official’s Board member, designated employee, or other person in a designated position, their immediate family, or any financial interest described in 2 CCR 18700 (Government Code 87100, 87101, 87103; 2CCR 18700-187079).

A district official, Board member, designated employee, or other person in a designated position makes a governmental decision when, acting within the authority of their office or position, they authorize or direct any action on a matter, votes or provides information or opinion on it, contacts or appears before another district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which they have a financial interest if such participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Conflict of Interest from Campaign Contributions

To avoid improper influence over the Board’s decision-making involving the issuance of a license, permit, or other entitlements for use, including a contract, district officers, which includes Board members or agency heads, shall comply with Government Code 84308, including the following:

1. A district officer is prohibited from accepting, soliciting, or directing a contribution of more than $250 from any party or participant to a proceeding involving a license, permit, or other entitlement for use, including a contract, or from that person's agent, while the proceeding is pending before the Board and for 12 months following the date a final decision is rendered in the proceeding, if the Board member knows or has reason to know that the party or participant has a financial interest in the Board's decision.

2. Any district officer who received a contribution of more than $250 from a party or participant in the preceding 12 months shall disclose that fact on the record of the proceeding prior to the Board rendering a decision in the proceeding. If the district officer willfully or knowingly received the contribution and knows or has reason to know that the participant has a financial interest in the Board's decision, the district officer shall not make, participate in making, or in any way attempt to use the official position to influence the Board's decision.

3. A district officer who receives a contribution that would otherwise require disqualification as described in Item #2 above may participate in the proceeding if the contribution is returned within 30 days from the time the district officer knows or should have known about the contribution and the proceeding.

4. A district officer who unknowingly accepts, solicits, or directs a contribution of more than $250 during the 12 months after the date of the Board's final decision on the proceeding may cure the violation by returning the contribution, or the portion exceeding $250, within 14 days of accepting, soliciting, or directing the contribution, provided the district officer did not knowingly or willfully...
accept, solicit, or direct the prohibited contribution. The district officer shall maintain records of curing the violation.

The provisions in Government Code 84308 as specified above do not apply to labor contracts, competitively bid contracts, and personal employment contracts. (Government Code 84308)

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Not discuss or vote. Recuse themselves from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. The Board member may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member shall either make a motion to remove the item from the consent calendar or the Board member shall abstain from voting on the consent calendar. In any event, the Board member shall refrain from discussing or voting on the item. However, the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board’s decision is made during closed session, disclose their interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that their recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board’s decision.

(cf. 3430 - Investing)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 – Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which they have only a “remote interest” in the contract as specified in Government Code 1091, if the interest is
disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which their interest is a "noninterest" as defined in Government Code 1091.5.

Noninterest includes a Board member's interest in being reimbursed for their actual and necessary expenses incurred in the performance of their official duties, in the employment of their a spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest
A Board member shall abstain from any official action in which the Board member's private or personal interest may conflict with their official duties.

Incompatible Offices and Activities
Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts
Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when:
1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated
employees. (Government Code 89506)

**Honoraria**

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession, unless the sole or predominant activity of the business, trade or profession is making speeches.
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes.

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

Legal Reference:
EDUCATION CODE
1006 Prohibition against school district employees serving on county board of education
35107 School district employees
35230-35240 Corrupt practices
35233 Prohibitions applicable to members of governing boards
41000-41003 Moneys received by school districts
41015 Investments
FAMILY CODE
297.5 Rights, protections, and benefits of registered domestic partners
GOVERNMENT CODE
1090-1099 Prohibitions applicable to specified officers
1125-1129 Incompatible activities
52334-53235.2 Ethics training
81000-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
82019 Definition of designated employee
82028 Definition of gifts
82030 Definition of income
82033 Definition, interest in real property
82034 Definition, investment
84308 Campaign disclosure
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
91000-91014 Enforcement
PENAL CODE
85-88 Bribes
PUBLIC CONTRACT CODE
6102 Awarding of contracts
REVENUE AND TAXATION CODE
203 Taxable and exempt property - colleges
CODE OF REGULATIONS, TITLE 2
18110-18997 Regulations of the Fair Political Practices Commission, especially:
18438.1-18438.8 Campaign contribution-based conflicts of interest
18700-18701 Conflicts of interest - General prohibitions
18722-18740 Disclosure of interests
187505.1-18756 Conflict of interest codes
COURT DECISIONS
Fresno Unified Board Bylaw (BB) 9320
Meetings And Notices

Meetings of the Governing Board are conducted for the purpose of accomplishing district business.

A Board meeting exists whenever a majority of Board members gather at the same time and location, including teleconference location, as permitted by Government Code 54953, to hear, discuss, or deliberate, or take action upon any item within the subject matter jurisdiction of the Board or district. (Government Code 54952.2)

In accordance with state open meeting laws (Brown Act) the Board shall holds its meetings in public and shall conduct closed sessions during such meetings only as authorized by law. To encourage community involvement in the schools, Board meetings shall provide opportunities for questions and comments by members of the public. All meetings shall be conducted in accordance with law and Board-adopted bylaws, policies, and administrative regulations.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

A majority of the Board shall not, outside of an authorized meeting, use a series of communications of any kind, directly or through personal intermediaries, including social media and other electronic communications, and technological devices to discuss, deliberate, or take action develop a collective concurrence as to an action that members will take on any item of district business that is within the subject matter jurisdiction of the Board. (Government Code 54952.2)

However, an employee or district official may engage in separate conversations or communications with Board members in order to answer questions or provide information regarding an item within the subject matter jurisdiction of the Board, as long as the employee or district official does not communicate the comments or position of any Board member to other Board members. (Government Code 54952.2)

Location of Meetings
Meetings shall not be held in a facility that prohibits the admittance to any person on the basis of ancestry or any characteristic listed in Government Code 11135, including, but not limited to, religion, sex, or sexual orientation. In addition, meetings shall not be held in a facility which is inaccessible to individuals with disabilities or where members of the public must make a payment or purchase in order to be admitted. (Government Code 54961)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

Meetings shall be held within district boundaries, except when otherwise allowed by law to do any of the following (Government Code 54954)

1. Comply with state or federal law or court order or attend a judicial or administrative proceeding to which the district is a party
2. Inspect real or personal property which cannot conveniently be brought into the district, provided that the topic of the meeting is limited to items directly related to the property
3. Participate in meetings or discussions of multiagency significance, provided these meetings are held within one of the other agencies’ boundaries, with all participating agencies giving the notice
required by law
4. Meet in the closest meeting facility if the district has no meeting facility within its boundaries or if its principal office is located outside the district
5. Meet with elected or appointed state or federal officials when a local meeting would be impractical, solely to discuss legislative or regulatory issues affecting the district over which the state or federal officials have jurisdiction
6. Meet in or near a facility owned by the district but located outside the district, provided the meeting agenda is limited to items directly related to that facility
7. Visit the office of the district’s legal counsel for a closed session on pending litigation, when doing so would reduce legal fees or costs
8. Attend conferences on non-adversarial collective bargaining techniques
9. Interview residents of another district regarding the Board’s potential employment of an applicant for Superintendent of the district
10. Interview a potential employee from another district

Meetings exempted from the boundary requirements, as specified in items #1-10 above, shall still be subject to the notice and open meeting requirements for regular and special meetings when a quorum of the Board attends the meeting.

Meetings shall be held in a facility that is accessible to all persons, including disabled persons, without charge. (Government Code 54961)

(cf. 0410—Nondiscrimination in District Programs and Activities)

In order to help ensure the participation in the meeting of disabled individuals with disabilities at Board meetings, the Superintendent or designee shall provide appropriate disability-related accommodations or modifications upon request in accordance with the Americans with Disabilities Act. Any doubt about a request for accommodation shall be resolved in favor of accessibility. (Government Code 54953, 54953.2, 54954.1, 54954.2)

Notice of the procedure for receiving and resolving requests for accommodation described above shall be given in each instance in which notice of the time of a meeting is otherwise given or the agenda for the meeting is otherwise posted. (Government Code 54953)

Meeting notices and agendas shall specify that individuals who require special accommodation, including but not limited to an American sign language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent or designee at least two days before the meeting date.

Regular Meetings
The Board shall adopt a schedule specifying the date, time and place of its regular meetings. (Education Code 35140)

The Board shall hold two regular meetings on the second and fourth Wednesdays of each month, unless posted otherwise. Regular meetings shall be held at 5:30 p.m. at the Education Center unless posted otherwise.

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public, and on the district’s Internet web site. (Government Code 54954.2)
A notice of each regular meeting shall be mailed to any person who has filed with the Board a written request for such notice. The notice shall be mailed the week preceding, but not less than 72 hours prior to the meeting. Requests are valid for one year from the date filed unless renewed. Renewal requests must be filed within 90 days after January 1 of each year.

Whenever agenda materials relating to an open session of a regular meeting are distributed to the Board less than 72 hours before the meeting, the Superintendent or designee shall make the materials available for public inspection at a public office or location designated for that purpose or on the district web site, consistent with Government Code 54957.5, at the time the materials are distributed to all or a majority of the Board. (Government Code 54957.5)

If a fire flood, earthquake or other emergency renders the regular meeting place unsafe, meetings shall be held for the duration of the emergency at a place designated by the president or designee, who shall so inform, by the most rapid available means of communication, all news media who have requested notice of special meetings. (Government Code 54954)

**Special Meetings**

Special meetings of the Board may be called **at any time** by the presiding officer or a majority of the Board members. **Except as authorized by Government Code Section 54957.6,** **However,** a special meeting shall not be called regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, associate superintendent, assistant superintendent, or other management executive employee as described in Government Code 3511.1. **No action shall be taken at a special meeting regarding the salary, salary schedule, or other compensation of the Superintendent, deputy superintendent, associate superintendent, assistant superintendent, or other executive employee as described in Government Code 3511.1** (Government Code 54956).

Written notice of special meetings shall be delivered personally or by any other means to all Board members, the Superintendent, and the local media who have requested such notice in writing. The notice shall also be posted on the district’s Internet web site. The notice shall be received at least 24 hours before the time of the meeting. The notice shall also be posted at least 24 hours before the meeting in a location freely accessible to the public. The notice shall specify the time and place of the meeting and the business to be transacted or discussed; no other business shall be considered at these meetings. (Education Code 35144, Government Code 54956)

Any Board member may waive the 24-hour written notice requirement prior to the time of the meeting by filing a written waiver of notice with the clerk or secretary of the Board or by being present at the meeting at the time it convenes. (Education Code 35144; Government Code 54956)

Every notice of a special meeting shall provide an opportunity for members of the public to directly address the Board concerning any item that has been described in the meeting notice, before or during after the item’s consideration. (Government Code 54954.3)

Public notice shall be given at least 72 hours' before any retreats, study sessions or training sessions held by the Board. All such meetings shall be held within district boundaries and action items shall not be included.
Emergency Meetings
In the case of an emergency situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board may hold an emergency meeting without complying with the 24-hour notice and/or 24-hour posting requirement for special meetings pursuant to Government Code 54956. The Board shall comply with all other requirements for special meetings during an emergency meeting. (Government code 54956.5)

An emergency situation means either of the following: (Government Code 54956.5)

1. An emergency, which shall be defined as a work stoppage, crippling activity or other activity that severely impairs public health, and/or safety, as determined by a majority of the members of the Board.
   (cf. 4141.6/4241.6 - Concerted Action/Work Stoppage)

2. A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist activity, or threatened terrorist act that poses peril so immediate and significant that requiring the Board to provide one-hour notice before holding an emergency meeting under this section may endanger the public health and/or safety as determined by a majority of the member of the Board.
   (cf. 3516 – Emergencies and Disaster Preparedness Plan)

Except in the case of a dire emergency, the Board President or designee shall give notice of the emergency meeting by telephone at least one hour before the meeting to the local media that have requested notices of special meetings. All telephone numbers provided by the media in the most recent request for notification shall be exhausted. If telephone services are not functioning, the notice requirement of one hour is waived and, as soon after the meeting as possible, the Board shall notify those local media representatives of the meeting and shall describe which have requested notice for special meetings, describing the purpose of the meeting and any action taken by the Board. (Government Code 54956.5)

In the case of a dire emergency, the Board President or designee shall give such notice at or near the time notification is given to he/she notifies the other members of the Board about the meeting. (Government Code 54956.5)

The minutes of the meeting, a list of persons the Board president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least 10 days in a public place as soon after the meeting as possible. (Government Code 54956.5)

No closed session may be held during an emergency meeting. All other rules governing special meetings shall be observed, with the exception of the 24-hour notice requirement. The minutes of the meeting, a list of persons the president or designee notified or attempted to notify, a copy of the roll call vote, and any actions taken at the meeting shall be posted for at least ten days in a public place as soon after the meeting as possible. (Government Code 54956.5)

Adjourned/Continued Meetings
The Board may adjourn/continue any regular or special meeting to a later time and location that shall be specified in the order of adjournment. Less than a quorum of the Board may adjourn such a meeting. If no Board members are present, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. A majority vote by the Board may adjourn any meeting to a later time and place that shall be
specified in the order of adjournment. (Government Code 54955)

If no members are present at any regular or adjourned regular meeting, the secretary or the clerk may declare the meeting adjourned to a later time and shall give notice in the same manner required for special meetings. (Government Code 54955)

A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the meeting was held within 24 hours after the time of adjournment. (Government Code 54955)

Study Sessions, Retreats, Public Forums, and Discussion Meetings
The Board may occasionally convene a study session or public forum to study an issue in more detail or to receive information from staff or feedback from members of the public.

The Board may also convene a retreat or discussion meeting to discuss Board roles and relationships.

(cf. 2000 – Concepts and Roles in Administration)
(cf. 9000 – Role of the Board)
(cf. 9005 – Governance Standards)
(cf. 9400 – Board Self-Evaluation)

Public notice shall be given in accordance with law when a quorum of the Board is attending a study session, retreat, public forum, or discussion meeting. All such meetings shall comply with the Brown Act and shall be held in open session and within district boundaries. Action items shall not be included on the agenda for these meetings.

Teleconferencing
A teleconference is a meeting of the Board in which Board members are in different locations, connected by electronic means through audio and/or video. (Government Code 54953)

All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. (Government Code 54953)

The Board may use teleconferences for all purposes in connection with any meeting within the Board's subject matter jurisdiction. All votes taken during a teleconference meeting shall be by roll call. (Government Code 54953)

During the teleconference, at least a quorum of the members of the Board shall participate from locations within district boundaries. (Government code 54953)

Unless a Board member participates by teleconference pursuant to the provisions described in the sections “Teleconferencing During a Personal Emergency,” “Teleconferencing For ‘Just Cause’” or “Teleconferencing During a Proclaimed State of Emergency” below, a agenda shall be posted at all teleconference locations and shall list all teleconference locations whenever they are posted elsewhere. Additional teleconference locations may be provided to the public. (Government Code 54953)

All teleconference locations shall be accessible to the public and the public shall have the right to address the Board directly at each teleconference location. Additional teleconference locations may
be provided to the public. All teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board, including the right of the public to address the Board directly at each teleconference location. (Government Code 54953)

All Board policies, administrative regulations and bylaws shall apply equally to meetings that are teleconferenced. The Superintendent or designee shall facilitate public participation in the meeting at each teleconference location.

**Teleconferencing During a Personal Emergency**

Until January 1, 2026, with approval from the majority of the Board, a Board member may be permitted to participate in a meeting remotely when a physical or family medical emergency prevents the Board member from attending in person. The Board member requesting to appear remotely shall notify the Board of the emergency situation as soon as possible, and provide a concise general description of the circumstances relating to the Board member's need to appear remotely. The Board member shall not be required to disclose any disability, medical diagnosis, or personal medical information exempt under existing law. (Government Code 54953)

A Board member may not appear remotely under emergency circumstances for more than 20 percent of the Board's regular meetings or for more than three consecutive months. If the Board meets less than 10 times in a calendar year, a Board member may not appear remotely under emergency circumstances for more than two meetings. (Government Code 54953)

When a Board member is approved to participate remotely due to emergency circumstances, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If permitted to participate remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

**Teleconferencing for “Just Cause”**

A Board member may be permitted to appear remotely, pursuant to the provisions below, for just cause for no more than two meetings per calendar year. A Board member appearing for just cause shall notify the Board at the earliest possible opportunity of the need to participate in the meeting remotely, including at the start of a regular meeting. (Government Code 54953)
Just Cause may exist for any of the following: (Government Code 54953)
1. A childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a Board member to participate remotely
2. A contagious illness prevents a Board member from attending in person
3. A Board member has a need related to a physical or mental disability not otherwise reasonably accommodated
4. A Board member is traveling while on official business of the Board or another state or local agency

When a Board member participates remotely for just cause, the Board member is not required to participate from a location which is accessible to the public and the location does not need to be identified on the agenda. (Government Code 54953)

If the Board member participates remotely, the Board member shall utilize both audio and visual technology and publicly disclose, before any action is taken, whether any other individuals 18 years or older are present in the remote location with the Board member, and the general nature of the member's relationship with such individuals. (Government Code 54953)

The district shall also provide public access to the meeting via a two-way audiovisual platform or a two-way audio service and a live webcast, with public comment being allowed via the remote platform as well as in person and the public shall be able to offer comments in real time. The agenda shall include information describing how members of the public can access the platform. (Government Code 54953)

If a disruption prevents broadcasting the meeting to members of the public using the call-in option or internet-based service option, or a disruption that is within the Board's control prevents members of the public from offering public comments using the call-in option or internet-based service option, the Board shall not take action on agenda items until public access to the meeting is restored. (Government Code 54953)

Teleconferencing During a Proclaimed State of Emergency
Until January 1, 2024, the Board may conduct Board meetings by teleconference without posting agendas at all teleconference locations, identifying teleconference locations in meeting notices and agendas, allowing public access to each teleconference location, providing an opportunity for members of the public to address the Board directly at each teleconference location, and ensuring that at least a quorum of the Board participate from locations within district boundaries, during a proclaimed state of emergency pursuant to Government Code 8625-8629 in any of the following circumstances: (Government Code 54953)

1. State or local officials have imposed or recommended measures to promote social distancing
2. For the purpose of determining, by majority vote, whether as the result of the emergency meeting in person would present imminent risks to the health or safety of attendees
3. When it has been determined, by majority vote as described in Item #2 above, that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees

To conduct a teleconference meeting for these purposes the following requirements shall be satisfied: (Government Code 54953)
1. The notice and agenda shall be given and posted as otherwise required by the Brown Act
2. The notice and agenda of the meeting shall specify the means by which members of the public may access the meeting and offer public comments, including via a call-in or internet-based service option.

Members of the public may be required to register to log in to a meeting when making public comments through an internet web site or other online platform that is operated by a third-party and not under the control of the Board.

3. Members of the public shall be allowed to access the meeting, and the agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Government Code 54954.3.

4. Members of the public shall not be required to submit public comments in advance of a Board meeting and shall be provided an opportunity to address the Board and offer comments in real time.

5. Public comment periods shall not be closed until the timed public comment period, if such is offered by the Board, has elapsed or, if not timed, until a reasonable amount of time per agenda item has been allowed.

6. If during a Board meeting a disruption occurs which prevents the district from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the district's control that prevents members of the public from offering public comments, the Board shall take no further action on any agenda item until public access via the call-in or internet-based service option to the meeting is restored.

The district may, in its discretion, provide a physical location from which the public may attend or comment. (Government Code 54953)

The Board may continue to conduct meetings by teleconference, as specified above for teleconferencing during proclaimed states of emergency, by a majority vote finding within 30 days after teleconferencing for the first time, and every 30 days thereafter, that either: (Government Code 54953)

1. The state of emergency continues to directly impact the ability of the Board to meet safely in person.
2. State or local officials continue to impose or recommend measures to promote social distancing.

Hearings
The Board may occasionally convene public hearings at which no Board action is to be taken. Such hearings are held solely to allow the Board and members of the public to receive information. A hearing may take place immediately prior to a Board meeting.

If a quorum of Board members is present at a hearing, notice of the hearing shall be provided according to procedures specified above for regular meetings.

Other Gathering
Attendance by a majority of the Board members at any of the following events is not subject to Brown Act state open meeting laws provided that a majority of the Board members do not discuss specific district business among themselves other than as part of the scheduled program: (Government Code 54952.2)

1. A conference or similar public gathering open to the public that involves a discussion of issues of general interest to the public or to school Board members.
2. An open, publicized meeting organized by a person or organization other than the district to address a topic of local community concern.

3. An open and noticed meeting of another body of the district.

4. **An open and notice meeting of** or **at** a legislative body of another local agency.

5. A purely social or ceremonial occasion.

6. An open and noticed meeting of a standing committee of the Board, provided that the Board members who are not members of the standing committee attend only as observers.

*(cf. 9130 - Board Committees)*

Individual contacts or conversations between a Board member and any other person are not subject to the **Brown Act** open meeting laws. (Government Code 54952.2)

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**Legal Reference:**

- **EDUCATION CODE**
  - 35140 Time and place of meetings
  - 35143 Annual organizational meeting; date, and notice
  - 35144 Special meeting
  - 35145 Public meetings
  - 35145.5 Agenda; public participation, and regulations
  - 35146 Closed sessions
  - 35147 Open meeting law exceptions and applications

- **GOVERNMENT CODE**
  - 3511.1 Local agency executives
  - 11135 Prohibition of discrimination
  - 54950-54963 The Ralph M. Brown Act, especially:
    - 54953 Oral summary of recommended salary and benefits of superintendent
    - 54954 Time and place of regular meetings
    - 54956 Special meetings, call, notice
  - 7920.000-7930.170 California Public Records Act
  - 8625-8629 California Emergency Services Act

- **UNITED STATES CODE, TITLE 42**
  - 12101-12213 Americans with Disabilities Act

- **CODE OF FEDERAL REGULATIONS, TITLE 28**
  - 35.160 Effective communications for individuals with disabilities
  - 36.303 Nondiscrimination on the basis of disability; public accommodations; auxiliary aids and services

- **COURT DECISIONS**
  - Knight First Amendment Institute at Columbia University v. Trump, 928 F.3d 226 (2019)

- **ATTORNEY GENERAL OPINIONS**

- **Management Resources:**
  - CSBA PUBLICATIONS
    - The Brown Act: School Boards and Open Meeting Laws, rev. 2019
  - INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS
    - The ABCs of Open Government Laws
  - LEAGUE OF CALIFORNIA CITIES PUBLICATIONS
  - WEB SITES
    - CSBA: http://www.csba.org
    - California Attorney General’s Office: http://www.caag.state.ca.us

Bylaw FRESNO UNIFIED SCHOOL DISTRICT
adopted September 26, 1991 Fresno, California
revised: December 12, 2001
revised: February 13, 2003
revised: January 14, 2004
revised: January 8, 2014
Fresno Unified Board Policy (BP) 9322
Agenda/Meeting Materials

Agenda Content
Governing Board meeting agendas shall reflect the district’s vision and goals and the Board’s focus on student learning and well-being.

Each agenda shall state the meeting time and location and shall briefly describe each business item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board’s consideration of the item. However, the agenda need not provide an opportunity for public comment when the agenda item has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee’s consideration of the item, and the item has not been substantially changed since the committee considered it. (Government Code 54954.3)

The agenda shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5, Government Code 54954.3)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of agenda documents related to an open session item that have been distributed to the Board less than 72 hours before meeting. (Government Code 54957.5)

The agenda shall include information regarding how, when, and to whom a request for an individual should contact in writing if he/she requires disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting. (Government Code 54954.2)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

Agenda Preparation
The Superintendent, as Secretary to the Board, in consultation with the Board president, shall prepare the agenda for each regular and special meeting. Each agenda shall reflect the district’s vision and goals and the Board’s focus on student learning.
Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and be submitted to the Superintendent or designee with supporting documents and information, if any, at least two weeks before the scheduled meeting date. Items submitted less than two weeks before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing an item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly, or whether the issue is covered by an existing policy or administrative regulation.

If the Board president and Superintendent determine that the item is appropriate for placement on the agenda, the Board President and the Superintendent will decide whether the item is appropriate for discussion in open or closed session and whether the item should be an action item, subject to Board vote, an informational item that does not require immediate action, or consent item that is routine in nature and for which no discussion is anticipated.

Any Board action that involves borrowing $100,000 or more shall be discussed, considered and deliberated upon as a separate item of business on the meeting agenda (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

Consent Agenda/Calendar
In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval.

At the request of any member of the Board, any item on the consent agenda shall be removed and given individual consideration for action as a regular agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has not been previously considered. However, the agenda need not provide an opportunity for public comment when the consent agenda item has previously been considered at an open meeting of a committee comprised exclusively of all the Board members provided that members of the public were afforded an opportunity to comment on the item at that
meeting, unless the item has been substantially changed since the committee considered it.
(Government Code 54954.3)

**Agenda Dissemination to Board Members**
A copy of the agenda, and an agenda packet shall be forwarded to each Board member at least three days before each regular meeting, together with the Superintendent or designee's report, minutes to be approved, copies of communications, reports from committees, staff, citizens and other; and other available documents pertinent to the meeting.

When special meetings are called, **Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)**

The Superintendent and president shall make every effort to distribute the agenda and supporting materials to Board members as soon as possible before the meeting.

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, **outside of a noticed meeting,** directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

(cf. 9012 – Board Member Electronic Communications)

Upon request, the Superintendent or designee shall make the agenda and/or agenda packet available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

**Agenda Dissemination to Members of the Public**
Any agenda and related materials distributed to the Board shall be made available to the public upon request without delay. Only those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular meeting shall be made available to the public. (Government Code 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district web site. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the web site with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

The Superintendent or Designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)
If a document which relates to an open session agenda item of a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the document available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board, provided the document is a public record under the Public Records Act. The Superintendent or designee may also post a document on the district’s web site in a position and manner that makes it clear that the document relates to an agenda item for an upcoming meeting. (Government Code 54957.5)

(cf. 1113 – District and School Web Sites)
(cf. 1340 – Access to District Records)

The Superintendent or Designee shall mail a copy of the agenda, or a copy of all the documents constituting the agenda packet, to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first, or email a copy of, or a web site link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a web site link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the Public Records Act. Government Code 54957.5)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

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

Legal Reference:
EDUCATION CODE
35144 Special meetings
35145 Public meetings
35145.5 Agenda; Right of public participation and regulations to place matters on agenda
49073.2 Privacy of student and parent/guardian personal information; minutes of board meeting
GOVERNMENT CODE
6250-6270 Public Records Act
53635.7 Separate item of business for borrowing of $100,000 or more
54954.1 Request for copy of mailed-agenda or agenda packet by member of public at meeting
54954.2 Agenda posting requirements; board actions
54954.3 Opportunity for public to address legislative body
54954.5 Closed session item descriptions
54954.5 Emergency meetings
Fresno Unified Board Bylaw (BB) 9323.2
Actions By The Board

The Governing Board shall act by a majority vote of all of the membership constituting the Board, unless otherwise required by law. (Education Code 35164)

(cf. 9000 - Role of the Board)
(cf. 9005 - Governance Standards)
(cf. 9012 - Board Member Electronic Communications)
(cf. 9200 - Limits of Board Member Authority)

An "action" by the Board means: (Government Code 54952.6)
1. A collective decision by a majority of the Board members.
2. A collective commitment or promise by a majority of the Board members to make a positive or negative decision.
3. A vote by a majority of the Board members when sitting as the Board upon a motion, proposal, resolution, order, or ordinance.

(cf. 9322 - Agenda/Meeting Materials)

The Board shall not take action by secret ballot, whether preliminary or final. (Government Code 54953)

Actions taken by the Board in open session shall be recorded in the Board minutes. (Education Code 35145)

(cf. 9324 - Minutes and Recordings)

Action on Non-Agenda Items
After publicly identifying the item, the Board may take action on a subject not appearing on the posted meeting agenda under any of the following conditions: (Government Code 54954.2)
1. When a majority of the Board determines that an emergency situation exists, as defined for emergency meetings pursuant to Government Code 54956.5
2. When two-thirds of the members present, or if less than two-thirds of the members are present then by a unanimous vote of all members present, determine that the need to take immediate action came to the district's attention after the agenda was posted
3. When an item appeared on the agenda of, and was continued from, a meeting that occurred not more than five days earlier

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

Challenging Board Actions
The district attorney's office or any interested person may file an action in court for the purpose of: (Government Code 54960, 54960.2)
1. To stopping or preventing the Board's violation or threatened violation of the Brown Act.
2. To determining the applicability of the Brown Act to ongoing or future threatened Board actions.
3. Determining the applicability of the Brown Act to a past action of the Board that is not specified in Government Code 54960.1, provided that:
   a. Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.
b. **The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.**

c. **The action is brought within the time required by Government Code 54960.2.**

4. **to determining the validity, under California or federal law, of any Board rule or action to which penalizes any of its members or otherwise discourages their member's expression, or to compelling the Board to audio record its closed sessions because of a courts finding of the Board’s violation of any applicable Government Code provision.** (Government Code 54960)

The district attorney or any interested person may **file an action in court to nullify a Board action which is present a demand that the Board cure and correct action which he/she alleged to be is in violation of law regarding any of the following:** (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

**Prior to bringing any action to nullify a Board action, the district attorney or other interested person shall present a demand that the Board cure and correct action which he/she alleged to be is in violation of law regarding any of the following:** (Government Code 54960.1)

1. Open meeting and teleconferencing (Government Code 54953)
2. Agenda posting (Government Code 54954.2)
3. Closed session item descriptions (Government Code 54954.5)
4. New or increased tax assessments (Government Code 54954.6)
5. Special meetings (Government Code 54956)
6. Emergency meetings (Government Code 54956.5)

Within 30 days of receiving the demand, the Board shall do one of the following: (Government Code 54960.1)

1. Cure or correct the challenged action and inform the demanding party in writing of its actions to cure or correct.
2. Determine not to cure or correct the alleged violation and inform the demanding party in writing of its decision to not cure or correct.
3. Take no action. If the Board takes no action within the 30-day review period, its inaction shall be considered a decision not to cure or correct the action.

In addition, the district attorney's office or any interested party may file an action in court to determine the applicability of the Brown Act to any past Board action not specified in Government Code 54960.1, if the following conditions are met: (Government Code 54960.2)

1. **Within nine months of the alleged violation, a cease and desist letter is submitted to the Board, clearly describing the past Board action and the nature of the alleged violation.**
2. The time for the Board to respond has expired and the Board has not provided an unconditional commitment to cease and desist from and not repeat the past action alleged to have violated the Brown Act.

Fresno Unified School District prohibits discrimination, harassment (including sexual harassment), intimidation, and bullying based on actual or perceived race, color, ethnicity, national origin, immigration status, ancestry, age (40 and above), religious creed, religion, political belief or affiliation, gender, gender identity, gender expression, genetic information, mental or physical disability, sex, sexual orientation, marital status, pregnancy or parental status, childbirth, breastfeeding/lactation status, medical condition, military and veteran status, or association with a person or a group with one or more of these actual or perceived characteristics or any other basis protected by law or regulation, in its educational program(s) or employment.
Legal Reference:
EDUCATION CODE
15266 School construction bonds
17466 Declaration of intent to sell or lease real property
17481 Lease of property with residence for nondistrict purposes
17510-17511.4 Leasing for production of gas, resolution requiring unanimous vote of all members constituting board
17546 Private sale of personal property
17556-17561 Dedication of real property
35140-35149 Meetings
35160-35178.5 Powers and duties
48660-48661 Community day schools, establishment and restrictions

CODE OF CIVIL PROCEDURE
425.16 Special motion to strike in connection with a public issue
1245.240 Eminent domain vote requirements
1245.245 Eminent domain, resolution adopting different use

GOVERNMENT CODE
53090-53097.5 Regulation of local agencies by counties and cities
53724 Parcel tax resolution requirements
53790-53792 Exceeding the budget
53820-53833 Temporary borrowing
53850-53858 Temporary borrowing
54950-54963 The Ralph M. Brown Act, especially:
54952.6 Action taken, definition
54953 Meetings to be open and public; attendance, secret ballots
54960-54960.5 Actions to prevent violations
65352.2 Communicating and coordinating of school sites with planning agency

PUBLIC CONTRACT CODE
3400 Bid specifications
20111 School District contracts over $50,000; contracts for construction; award to lowest responsible bidder
20113 Emergencies, award of contracts without bids
20114 Repairs, maintenance, and improvements to district facilities by day labor of force account
22034 Uniform Public Construction Cost Accounting Act informal bidding ordinance
22035 Repair or replacement of facilities in case of emergency
22050 Emergency contracting procedures

COURT DECISIONS
Los Angeles Times Communications LLC v. Los Angeles County Board of Supervisors (2003) 112 Cal.App.4th 1313
Boyle v. City of Redondo Beach, (1999) 70 Cal.App.4th 1109

Management Resources:
CSBA PUBLICATIONS
The Ralph M. Brown Act: Open Meetings Act
ATTORNEY GENERAL PUBLICATIONS
The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, 2002
CALIFORNIA CITY ATTORNEY PUBLICATIONS
WEB SITES
CSBA: http://www.csba.org
California Attorney Generals Office: http://www.caag.state.ca.us

ByleBowFRESNO UNIFIED SCHOOL DISTRICT
adopted: September 26, 1991 Fresno, California
reviewed: January 12, 2000
reviewed: February 13, 2003
revised: January 28, 2004
revised: June 1, 2016
revised: Spring __, 2023

Policy Section: 9000 ByleBow
Fresno Unified Board Exhibit (E) 9323.2

Actions Requiring A Super Majority Vote

Actions Requiring a Two-Thirds Vote of the Board:
1. Resolution declaring intention to sell or lease real property (Education Code 17466)
   (cf. 3280 - Sale, Lease and Rental of District-Owned Real Property)
2. Resolution declaring intent of Governing Board to convey or dedicate property to the state or any political subdivision for the purposes specified in Education Code 17556 (Education Code 17557)
3. Resolution authorizing and directing the Board president, or any other presiding officer, secretary, or member, to execute a deed of dedication or conveyance of property to the state or a political subdivision (Education Code 17559)
4. Lease for up to three months of school property which has a residence on it and which cannot be developed for district purposes because funds are unavailable (Education Code 17481)
5. Request for temporary borrowing of funds needed for immediate requirements of the district pursuant to Government Code 53820-53833, to pay district obligations incurred before the receipt of district income for the fiscal year sufficient to meet the payment(s). (Government Code 53821)
6. Upon complying with Government Code 65352.2 and Public Resources Code 21151.2, action to render city or county zoning ordinances inapplicable to a proposed use of the property by the district (Government Code 53094)
   (cf. 7131 - Relations with Local Agencies)
   (cf. 7150 - Site Selection and Development)
   (cf. 7160 - Charter School Facilities)
7. When the district is organized to serve only grades K-8 and seeks to establish a community day school for any of grades K-8 (Education Code 48660)
   (cf. 6185 - Community Day School)
8. When the district is organized to serve only grades K-8, has an average daily attendance (ADA) of 2,500 or less, or desires to operate a community day school to serve any of grades K-6 (and no higher grades) and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
9. When the district is organized to serve only grades K-8 and seeks to situate a community day school on an existing school site, certification that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
10. When the district desires to operate a community day school to serve any of grades K-6 (and no higher grades) on an existing school site, certification is required based on a two-thirds vote of the governing board, stating that satisfactory alternative facilities are not available for a community day school (Education Code 48661)
11. Resolution of intent to issue general obligation bonds with the approval of 55 percent of the voters of the district (Education Code 15266)
12.  Resolution of intent to issue bonds within a school facilities improvement district with the approval of 55 percent of the voters of the school facilities improvement district (Education Code 15266) (cf. 7214 - General Obligation Bonds)

13.  Resolution to place a parcel tax on the ballot, approved by a two-thirds vote of the Board unless a greater vote is required by statute (Government Code 53724) (cf. 7213 - School Facilities Improvement Districts)

14.  Resolution of necessity to proceed with an eminent domain action and, if the Board subsequently desires to use the property for a different use than stated in the resolution of necessity, a subsequent resolution so authorizing the different use (Code of Civil Procedure 1245.240, 1245.245)

Actions Requiring a Two-Thirds Vote of the Board Members Present at the Meeting:
1. Determination that there is a need to take immediate action and that the need for action came to the district's attention after the posting of the agenda. If less than two-thirds of the Board members are present at the meeting, a unanimous vote of all members present is required. (Government Code 54954.2)
2. Determination that a closed session is necessary during an emergency meeting. If less than two-thirds of the Board members are present, a unanimous vote of all members present is required. (Government Code 54956.5)

Actions Requiring a Four-Fifths Vote of the Board:
1. The expenditure and transfer of necessary funds and use of district property or personnel to meet a national or local emergency created by war, military, naval or air attack or sabotage, or to provide for adequate national or local defense (Government Code 53790-53792)

2. Resolution for district borrowing based on issuance of notes, tax anticipation warrants, or other evidences of indebtedness, in an amount up to 50 percent of the district's estimated income and revenue for the fiscal year or the portion not yet collected at the time of the borrowing (Government Code 53822-53824)

2. Resolution for district borrowing, between July 15 and August 30 of any fiscal year, of up to 25 percent of the estimated income and revenue to be received by the district during that fiscal year from apportionments based on ADA for the preceding school year (Government Code 53823-53824)

4. Declaration of an emergency in order to authorize the district to include a particular brand name or product in a bid specification (Public Contract Code 3400)

3. When the district has a seven-member Board and has adopted the procedures set forth in, action to respond to an emergency facilities condition without giving notice for bids to let contracts, including the repair or replacement of district facilities, the taking of any other action that is directly related to and immediately required by that emergency, the procurement of the necessary equipment, services, and supplies for those purposes, the delegation of authority to the Superintendent or designee to take such action, and the determination during a regular Board meeting of the need to continue the action (Public Contract Code 22035, 22050)
Resolution to award a contract for a public works project at $212,500 when all bids received are in excess of one hundred seventy-five thousand dollars ($175,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at one hundred eighty-seven thousand five hundred dollars ($187,500) or less, to the lowest responsible bidder, when the district is using the informal process authorized under the Uniform Public Construction Cost Accounting Act for projects of $200,000 or less, all bids received are in excess of $200,000, and if the Board determines that the district’s cost estimate of the public agency was reasonable. (Public Contract Code 22034)

Actions Requiring a Unanimous Vote of the Board
1. Resolution authorizing and prescribing the terms of a community lease for extraction of gas and taking of gas not associated with oil (Education code 17510-17511)

2. Authorization of the use of day labor or force account, or waiver of the competitive bid process pursuant to Public Contract Code 20111 when the Board determines that an emergency exists requiring the repair, alteration, work, or improvement to any facility to permit the continuance of existing classes or to avoid danger to life or property, and upon approval of the County Superintendent of Schools (Public Contract Code 20113)

Action Requiring a Unanimous Vote of the Board Members Present at the Meeting:
1. Private sale of surplus property without advertisement in order to establish that such property is not worth more than $2,500. Disposal of surplus property in the local dump or donation to a charitable organization requires the unanimous vote of the Board members present to establish that the value of such property would not defray the cost of arranging its sale. (Education Code 17546)

(cf. 3270 - Sale and Disposal of Books, Equipment and Supplies)

Note: For example, when a full seven voting member board (a super majority of the Board) would consist of five Board voting members

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Exhibit FRESNO UNIFIED SCHOOL DISTRICT
version: September 24, 1998 Fresno, California
reviewed: February 13, 2003
revised: May 30, 2018
revised: Spring __, 2023

Policy Section: 9000 Bylaws
AGENDA ITEM A-19a

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

ACTION REQUESTED: Approve
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Approve Agreement with High Performance Academy, LLC.

ITEM DESCRIPTION: Included in the Board binders is an agreement with High Performance Academy, LLC. High Performance Academy LLC will partner with the College and Career Readiness/Extended Learning Department to provide families with Summer Camp awareness and registration support at individual elementary schools to promote the participation of students in the 2023 Summer Camp opportunities.

FINANCIAL SUMMARY: Sufficient funds in the amount of $65,925 are available through the Expanded Learning Opportunities program.

PREPARED BY: Jeremy Ward, Assistant Superintendent
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Dr. Natasha Baker, Chief Academic Officer
SUPERINTENDENT APPROVAL:
Fresno Unified School District
Contract Routing Form
Complete independent contract agreement must be attached

Vendor Number
High Performance Academy LLC.
Vendor Name
559-472-3941
Phone Number
From: 4/27/2023
Term (Duration)
FUSD Contract Administrator:
Valerie Martinez
Name
275 N. Minnewawa Ave. Clovis, CA 93612
Address
Jesus Garcia
Vendor Contact
Through: 6/30/2023
Extended Learning 559-248-7539
Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1981-5899
Annual Cost $65,925.00 (Contract will not be authorized to exceed this amount w/o)
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein.
Yes ☑ No □

Scope of Work Summary:
High Performance Academy LLC. (HPA) agrees to provide 19 days of outreach support at 40 FUSD elementary schools prior to Summer Camps 2023. HPA will provide trilingual marketing content (English, Hmong, Spanish) to promote awareness of Summer Camps and assist families with registration completion. HPA can support up to four school sites at once with their staff of 12 and they will visit each school site twice. HPA staff will be on site before school and after school for promotion of camps and registration assistance.

At the conclusion of the outreach events, HPA will submit an executive summary report and an invoice outlining services provided.

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on Board of Education Agenda: 04/26/23
Will this contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer:
Signed 4/19/2023
Date

Reviewed & approved by Risk Management
Signed 4/20/2023
Date

Reviewed & approved by Department Head
Signed Apr 18, 2023
Date

Please return signed agreement back to (name/email): Frandis Thao & Francine Pedersen

Revised 2/23/23
Fresno Unified School District
Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-5899
District Contact Person: Valerie Martinez
Budget Manager Approval: 
Contractor’s Vendor Name: High Performance Academy LLC.
Contractor’s Contact Person: Jesus Garcia
Contractor’s Title: Founder
Contractor’s Telephone Number: 559-472-3941
Contractor’s E-mail: jesus@hpanation.com
Contractor’s Address: 275 N. Minnewawa Avenue, Clovis, CA 93612

This Independent Contractor Services Agreement is made and entered into effective 4/27/2023 (the “Effective Date”) by and between the Fresno Unified School District (“District”) and (“Contractor”). High Performance Academy LLC.

1. Contractor Services. Contractor agrees to provide

High Performance Academy LLC. (HPA) agrees to provide 19 days of outreach support at 40 FUSD elementary schools prior to Summer Camps 2023. HPA will provide trilingual marketing content (English, Hmong, Spanish) to promote awareness of Summer Camps and assist families with registration completion. HPA can support up to four school sites at once with their staff of 12 and they will visit each school site twice. HPA staff will be on site before school and after school for promotion of camps and registration assistance.

At the conclusion of the outreach events, HPA will submit an executive summary report and an invoice outlining services provided.
2. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. **Term.** This Agreement shall begin on 4/27/2023, and shall terminate on 6/30/2023. There shall be no extension of the term of the agreement without express written consent from all parties.

4. **Payment.** District agrees to pay Contractor at following rate of $65,925.00 per . Not to exceed . Checks will be made payable to High Performance Academy LLC. Payment shall be limited to amount written in this paragraph, unless specifically indicated in Paragraph 5. District agrees to pay Contractor within thirty (30) days of receipt of detailed invoice.

5. **Incidental Expenses.**
   - Lodging $0 Actual cost of single occupancy. Not to exceed $100 per night. *Receipt Required.
   - Meals $0 Reimbursement limited to actual cost up to the following rates: Breakfast $12.20, Lunch $18.30, Dinner $30.50. *Receipt Required.
   - Travel $0 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
   - Supplies $0 As negotiated with school/department contracting for service.
   - Total Estimated Cost (Sum of paragraphs 4 and 5a – d): $65,925.00

6. **Employment.** Are you a current FUSD employee?
   - Yes ☐ No ☑

7. **CalPERS & CalSTRS.** Are you a CalPERS or CalSTRS retiree?
   - Yes ☐ No ☑

8. **California Residency.** Contractor is a resident of the state of California:
   - Yes ☑ No ☐

9. **Report Fraud, Waste and Abuse.** By calling the Anti-Fraud Hotline, (559) 325-3200, or by completing the fraud, waste or abuse reporting form online at: [http://www.ppepae.com/fresno-unified-fraud-alert](http://www.ppepae.com/fresno-unified-fraud-alert). The anti-fraud waste or abuse reporting hotline is available to report alleged fraud in the district. The responsibility for monitoring the hotline rests with the internal auditor for Fresno Unified School District, Price, Page & Company. A report may be made anonymously.

10. **Conflict of Interest.** In consideration of the Districts Conflict of Interest Code, Contractor affirms they do not have, nor does the Contractor anticipate having any interest in real property, investments, business interest in or income from sources which would provide Contractor, his/her spouse or minor child(ren) with personal financial gain as a result of any recommendation, advice or any other action taken by Contractor during the rendition of services under this Agreement.

   Contractor’s initials: ☑

   District’s initials: ☑

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

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

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

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

13. Confidential Information

a. For the purposes of this Agreement “Confidential Information” includes any written or oral information or data, disclosed by either Party to the other, which may include, without limitation, information relating to technical, financial, personnel, personal employee information, the network, corporate, administration, plan design, benefits or contractual affairs of either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential.

b. Contractor hereby agrees that it shall not disclose Confidential Information, and any materials, discussions, or other communications concerning Confidential Information to any person or entity, except to its own employees, contractor personnel, and to its attorneys, accountants, consultants and other professional advisors having a "need to know," and who are themselves bound by similar nondisclosure restrictions (collectively, "Representatives"). If Contractor becomes aware of any disclosure or use not in compliance with this Agreement, Contractor shall notify the 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.

14. Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Agreement may cause immediate and irreparable harm to the District and that, to protect against such harm, the District may seek from a court of competent jurisdiction the issuance of a restraining order or injunction to prohibit any threatened disclosure.
15. Indemnification and Hold Harmless. To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold District, its agents, employees, Board of Trustees, members of the Board of Trustees, officials, officers, volunteers, and representatives ("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 relive the Contractor from liability under this indemnification and hold harmless clause. The requirements of this Section (Indemnification and Hold Harmless) shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

16. Insurance. Without limiting “Contractor” indemnification, it is agreed that “Contractor” shall secure and maintain in force during the term of this Agreement a Commercial General Liability policy (Contractual liability included) utilizing an occurrence policy form, with limits of not less than 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 may be satisfied by either the named insured or the District.

The District shall be named as an additional insured on the policies by separate endorsement. A Certificate of Insurance and endorsements shall be attached to 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.
17. **Independent Contractor Status.** While engaged in carrying out the terms and conditions of the contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District.

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

19. **Fingerprinting Requirements.** Contractor hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District’s pupils. The Contractor shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Contractor and its consultants, prior to any of the Contractor’s employees, or those of any other consultants, coming into contact with the District’s pupils submit through the DISTRICT fingerprints to the Department of Justice (DOJ) for the monitoring and supervision of employee(s) and/or affiliated constituents. Contractor will not begin work on the Project site until obtaining a DOJ cleared status through the DISTRICT. Contractor further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements, including having Consultant certifies Consultants certify that none of these employees and/or affiliated constituent(s) will have been convicted of a felony as defined in Education Code section 45122.1. “Fingerprinting Requirements,” is expressly understood and agreed to by the parties hereto:

   Contractor’s initials ___________ District’s initials ___________

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

21. **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.

22. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the contractor and the District and their respective successors and assigns.

23. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

24. **Waiver and Amendments.** This Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior court in Fresno, California.

26. **Attorney’s Fees.** The non-prevailing party in any dispute under this Agreement shall pay all costs and expenses, including expert witness fees and attorney’s fees, incurred by the prevailing party in resolving such dispute.
27. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered to or sent by registered or certified mail to the last business address known to the person who gives the notice.

**District:**

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

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

**Contractor:** High Performance Academy LLC  
**Name:** Jesus Garcia  
**Address:**  
275 N. Minnewawa Ave.  
Clovis, CA 93612

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

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

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

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

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

33. **Board Approval.** For contracts in excess of **$15,000.00**, the effectiveness of this Agreement is contingent upon the approval of the Fresno Unified School District Board of Education.
Executed at Fresno, California, on the date and year first written above.

DISTRICT
Fresno Unified School District
Patrick Jensen, Interim Chief Financial Officer

CONTRACTOR
High Performance Academy LLC.

Name: Jesus Garcia, Title: Founder
Apr 18, 2023
Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director

4/20/2023
Date
"20230426-A-Approve Agreement with High Performance Academy-BACKUP" History

📄 Document created by Mai Moua (mai.moua@fresnounified.org)
   2023-04-20 - 5:02:09 PM GMT

📧 Document emailed to Stacey Sandoval (stacey.sandoval@fresnounified.org) for signature
   2023-04-20 - 5:03:03 PM GMT

📧 Email viewed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
   2023-04-20 - 5:04:40 PM GMT

✍️ Document e-signed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
   Signature Date: 2023-04-20 - 5:16:28 PM GMT - Time Source: server

✓ Agreement completed.
   2023-04-20 - 5:16:28 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.
AGENDA ITEM A-20

Board Meeting Date: April 26, 2023

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

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify Change Orders for the Projects Listed Below

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

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 6 includes but may not be limited to: add demo of concrete and water line repair; add HVAC pressure control modules; add fire alarm power supply; add revised Mircom carbon monoxide detectors; add electrical power for DVR system.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$11,654,000</td>
</tr>
<tr>
<td>Change Order(s) previously ratified</td>
<td>$69,638</td>
</tr>
<tr>
<td>Change Order 6 presented for ratification</td>
<td>$34,540</td>
</tr>
<tr>
<td>New Contract Amount</td>
<td>$11,758,178</td>
</tr>
</tbody>
</table>

Bid 22-15, Edison High School Multipurpose Room HVAC Replacement, Change Order 1 includes but may not be limited to: modifications of existing HVAC curb/ structural, relocation of existing remote fire alarm test switches, replacement of exhaust fans; and add 302 days to contract duration.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$270,000</td>
</tr>
<tr>
<td>Change Order(s) previously ratified</td>
<td>$0</td>
</tr>
<tr>
<td>Change Order 1 presented for ratification</td>
<td>$20,823</td>
</tr>
<tr>
<td>New Contract Amount</td>
<td>$290,823</td>
</tr>
</tbody>
</table>

Bid 22-21, Francine and Murray Farber Educational Campus, Change Order 4 includes but may not be limited to: add all trade work required to add five restrooms and a health isolation room; add earthwork, concrete and rebar; and add waterproofing of retaining walls.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$47,847,268</td>
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<tr>
<td>Change Order(s) previously ratified</td>
<td>$279,222</td>
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<td>Change Order 4 presented for ratification</td>
<td>$540,090</td>
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<tr>
<td>New Contract Amount</td>
<td>$48,666,580</td>
</tr>
</tbody>
</table>
Bid 22-36, Malloch Elementary School Playground Replacement, Change Order 1 includes but may not be limited to: addition of steel reinforcement cage for footings; relocation of underground electrical; additional general conditions due to delays related to DSA; and add 179 days to contract duration.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Original Contract Amount:</td>
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<tr>
<td>Change Order(s) previously ratified:</td>
<td>$0</td>
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<td>Change Order 1 presented for ratification:</td>
<td>$8,488</td>
</tr>
<tr>
<td>New Contract Amount:</td>
<td>$333,488</td>
</tr>
</tbody>
</table>

Bid 22-40, Hoover High School Library Modernization, Change Order 2 includes but may not be limited to: add door swing change; credit to replace rigid insulation board and replace with batt insulation at underside of roof deck; and add 10 days to contract duration.

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Original Contract Amount:</td>
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<tr>
<td>Change Order(s) previously ratified:</td>
<td>$36,836</td>
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<td>Change Order 2 presented for ratification:</td>
<td>$-71,620</td>
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<tr>
<td>New Contract Amount:</td>
<td>$5,741,016</td>
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All requests for a change to the project are subject to multiple layers of review and evaluation, by both the project team (designer, contractor, DSA inspector, 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 $511,498 are available in the Measure M Fund for Bids 22-01, 22-21, 22-36 and 22-40 and $20,823 is available in the School Facilities Fund for Bid 22-15.

PREPARED BY: Ann Loorz, Executive Director
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

CABINET APPROVAL: Paul Idsvoog, Chief Operations and Classified Labor Management Officer
SUPERINTENDENT APPROVAL:
PROJECT NAME:
FUSD Addams Elementary Building Additions/Modernization
2117 W. McKinley Ave.
Fresno CA 93728

CONTRACTOR:
AMG & Associates
26535 Summit Circle
Santa Clarita, CA 91350

DESIGNER'S PROJECT No.:
1725

FUSD BID/CONTRACT No.:
22-01

CONTRACTOR P.O. No.:
743100

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

The original Contract Sum was ................................................................. $ 11,654,000.00

Net change by previously authorized Change Orders ...................................... $ 69,637.45

The Contract Sum prior to this Change Order was ........................................ $ 11,723,637.45

The Contract Sum will be adjusted by ........................................................ $ 34,540.43

The new Contract Sum, including this Change Order will be .......................... $ 11,758,177.88

The Contract Completion date prior to this Change Order was ...................... 8/23/2023

The Contract Time will be adjusted by ....................................................... (0) Days

The new Contract Completion date, including this Change Order is therefore .... 8/23/2023

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

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

By: Tony Avila
Date: 03/17/2023

Accepted by:
AMG & Associates
26535 Summit Circle
Santa Clarita, CA 91350

CONTRACTOR:
Anthony R. Traverso
By: Anthony Traverso
Date: 11/29/2023

Authorized by:
Fresno Unified School District
4600 N. Blackey
Fresno, CA 93722

OWNER:
By: Alex Befanger
Date: 3/14/23

Change Order Summary
Page 1 of 1
You are directed to make the following changes in this Contract:

**Item 06-1**

**DESCRIPTION OF CHANGE:**
Remove and dispose of existing concrete walk and repair existing broken water line.

**REASON FOR CHANGE:**
A water line under a sidewalk was damaged during new utility excavation for the new portables. This water line was not detected by preconstruction site surveys and was not shown on existing as-buils.

**CHANGE CATEGORY:**
Unknown, Unforeseeable, Hidden condition.

**DOCUMENT REFERENCE:**

| Amount of this Change Order Item: | Increase $14,144.90 |
| Time adjustment by this Change Order Item: | Increase 0 Days |

**Item 06-2**

**DESCRIPTION OF CHANGE:**
To maintain proper static pressure in the classrooms, provide ancillary pressure control modules in the HVAC exhaust fans.

**REASON FOR CHANGE:**
The Contract Documents did not call out pressure control modules in the HVAC unit exhaust fans to compensate for additional outside air volume.

**CHANGE CATEGORY:**
Design Element & Operations.

**DOCUMENT REFERENCE:**
RFI 108

| Amount of this Change Order Item: | Increase $13,000.52 |
| Time adjustment by this Change Order Item: | Increase 0 Days |

**Item 06-3**

**DESCRIPTION OF CHANGE:**
The specified power expander is not compatible with the existing Mircom system. To prevent further delays, provide a substitute power supply, Altronix #ALKZULADA.

**REASON FOR CHANGE:**
The specified Potter Addressable Power Expander is not compatible with the existing Mircom System.

**CHANGE CATEGORY:**
Design Element & Operations.

**DOCUMENT REFERENCE:**
RFI 109

| Amount of this Change Order Item: | Increase $1,337.99 |
| Time adjustment by this Change Order Item: | Increase 0 Days |

**Item 06-4**

**DESCRIPTION OF CHANGE:**
Provide alternative carbon monoxide detectors with monitor module/relay compatible with existing Mircom system.

**REASON FOR CHANGE:**
The specified Mircom MIX-COSAP Advanced Multi-Criteria Fire/CO Detector is not compatible with existing Mircom FX2000 panel.

**CHANGE CATEGORY:**
Design Element & Operations.

**DOCUMENT REFERENCE:**
RFI 118

| Amount of this Change Order Item: | Increase $4,479.32 |
| Time adjustment by this Change Order Item: | Increase 0 Days |
**Item 06-5**

**DESCRIPTION OF CHANGE:**
Provide and install electrical power for DVR System in Electrical Room 102b in Building M.

**REASON FOR CHANGE:**
Existing location in Multi Purpose Elec. Rm did not have any room for new DVR System. DVR system was relocated to Bldg M Elec Rm 303b and required electrical power at new location.

**CHANGE CATEGORY:**
District and Designer

**DOCUMENT REFERENCE:**
RFI 300

- **Amount of this Change Order Item:**
  - Increase: $1,577.70

- **Time adjustment by this Change Order Item:**
  - Increase: 0 Days

**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**
- INCREASE: $34,540.43

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**
- UNCHANGED: 0 DAYS
## Project Name:
Addams Elementary Building additions

### DSA #:
- Interim 02-118888
- 02-117220

### BID #:
- 22-01

### Project Financial Summary

#### Contract Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>PO#</th>
<th>Contract #</th>
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</thead>
<tbody>
<tr>
<td>Base Bid</td>
<td>$11,297,060.00</td>
<td>743100</td>
<td>M108</td>
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<tr>
<td>Base Bid: interim</td>
<td>$356,940.00</td>
<td>743100</td>
<td>M102</td>
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</table>

#### Total Agreement Amount:
- $11,654,000.00

#### Contract Adjustments:

<table>
<thead>
<tr>
<th>Change Order</th>
<th>District Requested</th>
<th>Governing agency req'd change post-bid</th>
<th>Unknown, unforeseen, hidden</th>
<th>Designer E &amp; O</th>
<th>District/Designer</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main CO #001</td>
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<td>$14,079.96</td>
<td>$3,746.60</td>
<td>$996.31</td>
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<td>Main CO #004</td>
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<tr>
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<td>$</td>
<td>$</td>
<td>$6,316.61</td>
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<td>$</td>
<td>$14,144.90</td>
<td>$18,817.83</td>
<td>$1,577.70</td>
<td>$34,540.43</td>
</tr>
</tbody>
</table>

#### Totals:
- $(14,121.65)

#### Total Contract Amount with Adjustments:
- $11,758,177.88

### Designer E & O
- $104,177.88

### District/Designer
- $1,577.70

### District/Designer
- $104,177.88

### Total
- $11,758,177.88

Date: 02/20/23
Contractor: AMG & Assoc.
Architect: Darden Architect
Change Order: # 006
CHANGE ORDER

PROJECT NAME:
Edison High - Air Handler Replacement
540 E California Ave
Fresno, CA 93706

CONTRACTOR:
Strategic Mechanical, Inc
4661 E. Commerce Ave
Fresno, CA 93725

DESIGNER'S PROJECT No. : 20143
FUSD BID/CONTRACT No. : 22-15
CONTRACTOR P.O. No. : 748231

The original Contract Sum was ................................................................................................................. $ 270,000.00
Net change by previously authorized Change Orders ................................................................................... $ -
The Contract Sum prior to this Change Order was ........................................................................................ $ 270,000.00
The Contract Sum will be adjusted by .......................................................................................................... $ 20,822.96
The new Contract Sum, including this Change Order will be ...................................................................... $ 290,822.96
The Contract Completion date prior to this Change Order was .................................................................... 6/16/2022
The Contract Time will be adjusted by ......................................................................................................... (302) Calendar Days
The new Contract Completion date, including this Change Order is therefore .............................................. 4/14/2023

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:
Lawrence Engineering Group
4910 E. Clinton Way
Fresno, CA 93727

Accepted by:
Strategic Mechanical, Inc
4661 E. Commerce Ave
Fresno, CA 93725

Architect/Engineer:
Mike Cantelmi

By: Chad Petty
Date: 3/13/2023

Date: 3/13/2023

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

By:
Date: 3/13/2023
You are directed to make the following changes in this Contract:

Item 1-1 DESCRIPTION OF CHANGE:
Provide all labor and materials as required to perform the following:
Remove all tube steel located above the 8" channel to enable unit to be mounted per detail A/M3. The flashing shown on A/M3 shall be continuous cover under unit, 22 ga. galv. sheet metal with drip lip and all seams soldered water tight. Provide vertical plywood backing for roofing between lower edge of 8" channel and roof deck. Face of plywood shall be flush with face of channel. Attach to new angles provided per S6.1.

REASON FOR CHANGE:
Once the existing unit was removed, existing conditions were revealed. Modifications were required to mount new unit on the existing curb and maintain water tight seal.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:
RFC-001

Amount of this Change Order Item: Increase $8,552.13
Time adjustment by this Change Order Item: Increase 0 Days

Item 1-2 DESCRIPTION OF CHANGE:
Relocate FA test switches.

REASON FOR CHANGE:
There are two remote test switches, one in the stage area and one in the main part of the room for duct smoke detectors that are located at the ceiling and not accessible. The district requested to provide a cost proposal to lower these remote test switches

CHANGE CATEGORY:
District requested change.

DOCUMENT REFERENCE:
RFC-003

Amount of this Change Order Item: Increase $5,728.11
Time adjustment by this Change Order Item: Increase 4 Days
<table>
<thead>
<tr>
<th>Item 1-3</th>
<th>DESCRIPTION OF CHANGE: Exhaust fan changeout.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REASON FOR CHANGE: Existing exhaust fans were not operational.</td>
</tr>
<tr>
<td></td>
<td>CHANGE CATEGORY: District requested change.</td>
</tr>
<tr>
<td></td>
<td>DOCUMENT REFERENCE: RFC-005</td>
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<tr>
<td></td>
<td>Amount of this Change Order Item: Increase $ 6,542.72</td>
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<tr>
<td></td>
<td>Time adjustment by this Change Order Item: Increase 15 Days</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 1-4</th>
<th>DESCRIPTION OF CHANGE: Additional time needed to complete the project.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REASON FOR CHANGE: Equipment lead times were longer than expected.</td>
</tr>
<tr>
<td></td>
<td>CHANGE CATEGORY: Unknown, Unforeseeable, Hidden condition.</td>
</tr>
<tr>
<td></td>
<td>DOCUMENT REFERENCE:</td>
</tr>
<tr>
<td></td>
<td>Amount of this Change Order Item: Increase $ -</td>
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<tr>
<td></td>
<td>Time adjustment by this Change Order Item: Increase 283 Days</td>
</tr>
</tbody>
</table>

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE $ 20,822.96
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE 302 DAYS
## Project Financial Summary

### Contract Summary:

**Bid Award Amount(s)**

Base Bid: $270,000.00

**Total Agreement Amount:** $270,000.00

### Contract Adjustments:

<table>
<thead>
<tr>
<th>CO #001</th>
<th>District Requested</th>
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### Total Contract Amount with Adjustments

**Total Contract Amount:** $290,822.96
PROJECT NAME:
Francine and Murray Farber Educational Campus
2309 Tulare Street, Fresno CA 93721
Fresno, CA 93704

CHANGE ORDER

CHANGE ORDER No.: 004
DSA File No.: 10-H8
Application No.: 02-118895

CONTRACTOR:
Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722

DESIGNER'S PROJECT No.: 19-33
FUSD BID/CONTRACT No.: 22-21
CONTRACTOR P.O. No.: 751875

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

The original Contract Sum was $47,847,268.00
Net change by previously authorized Change Orders $279,221.87
The Contract Sum prior to this Change Order was $48,126,489.87
The Contract Sum will be adjusted by $540,089.44
The new Contract Sum, including this Change Order will be $48,666,579.31
The Contract Completion date prior to this Change Order was 22-Dec-23
The Contract Time will be adjusted by 0 Calendar Days
The new Contract Completion date, including this Change Order is therefore 22-Dec-23

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: SIM-PBK.
7790 N. Palm Avenue
Fresno, CA 93711
By: Michael Schoen
Date: 2-21-23

Accepted by: Davis Moreno Construction
4720 N. Blythe Avenue
Fresno, CA 93722
By: Stephen Davis
Date: 3/10/2023

Authorized by: Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
By: Alex Beisinger
Date: 8/10/2023
You are directed to make the following changes in this Contract:

**Item 4-1**
**DESCRIPTION OF CHANGE:**
Revise below slab plumbing in restrooms 315 & 321 for new Boys restroom 324, new Girls restroom 322 and new Unisex Student Restroom 323 in Building 2000

**REASON FOR CHANGE:**
Additional restrooms added in Student Union for staff and unisex restroom per District request.

**CHANGE CATEGORY:**
District/Designer

**DOCUMENT REFERENCE:**
CCD #006, CCR #018

Amount of this Change Order Item: Increase $25,534.91
Time adjustment by this Change Order Item: Increase 0 Days

**Item 4-2**
**DESCRIPTION OF CHANGE:**
Additional work required to add isolation room in the Health Office 130 in Building 1000

**REASON FOR CHANGE:**
Isolation room added to meet District Standard for Health Office

**CHANGE CATEGORY:**
District requested change.

**DOCUMENT REFERENCE:**

Amount of this Change Order Item: Increase $94,341.73
Time adjustment by this Change Order Item: Increase 0 Days

**Item 4-3**
**DESCRIPTION OF CHANGE:**
Additional above slab trade work in restrooms 315 & 321 for new Boys restroom 324, new Girls restroom 322 and new Unisex Student restroom 323 in Building 2000

**REASON FOR CHANGE:**
Additional restrooms added in Student Union for staff and unisex restroom per District request

**CHANGE CATEGORY:**
District/Designer

**DOCUMENT REFERENCE:**
CCD #006, CCR #025-R1

Amount of this Change Order Item: Increase $306,268.54
Time adjustment by this Change Order Item: Increase 0 Days
Item 4-4  
**DESCRIPTION OF CHANGE:**
Additional framing for wall chase in room 320 in Building 2000

**REASON FOR CHANGE:**
Structural footing conflict with hydronic piping required plumbing relocation and enclosed wall chase

**CHANGE CATEGORY:**
Designer E & O.

**DOCUMENT REFERENCE:**
RFI #134, CCR #031

Amount of this Change Order Item: Increase $3,136.85
Time adjustment by this Change Order Item: Increase 0 Days

Item 4-5  
**DESCRIPTION OF CHANGE:**
Revise storefront glass to opaque spandrel on the second floor of Building 1000 at restroom 270

**REASON FOR CHANGE:**
Glass lites changed to opaque due to new restroom at Building 1000 second floor.

**CHANGE CATEGORY:**
District requested change.

**DOCUMENT REFERENCE:**
CCD #002, CCR #035

Amount of this Change Order Item: Increase $1,772.96
Time adjustment by this Change Order Item: Increase 0 Days

Item 4-6  
**DESCRIPTION OF CHANGE:**
Additional trade work for added Unisex restroom 271 and 270G in Academic Building 1000

**REASON FOR CHANGE:**
Additional Unisex restrooms added in Academic Building per District request

**CHANGE CATEGORY:**
District/Designer

**DOCUMENT REFERENCE:**
CCD #002, CCR #016

Amount of this Change Order Item: Increase $74,904.67
Time adjustment by this Change Order Item: Increase 0 Days
**Description of Change:**
Additional earthwork, concrete and rebar at site mechanical yard

**Reason for Change:**
PG&E revised location of gas riser, increasing size of mechanical yard enclosure

**Change Category:**
Governing agency required change after document approval.

**Document Reference:**
Bulletin #016, CCR #030

Amount of this Change Order Item: $14,414.69
Time adjustment by this Change Order Item: Increase 0 Days

**Description of Change:**
Provide waterproofing at loading dock retaining walls per response to RFI #139

**Reason for Change:**
Waterproofing of loading dock walls not included in project documents

**Change Category:**
Designer E & O.

**Document Reference:**
RFI #139, CCR #038

Amount of this Change Order Item: $19,715.09
Time adjustment by this Change Order Item: Increase 0 Days

**Total Contract Sum Adjustment by This Change Order:**
Increase $540,089.44

**Total Contract Time Adjustment by This Change Order:**
Increase 0 Days

*** End of CHANGE ORDER ***
Facilities Management & Planning

**Project Name:** Francine and Murray Farber Ed. Campus

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**Contract Summary:**

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**Contract Adjustments:**

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| Totals:                                      | $164,757.52 | 0% | $27,682.05 | 0% | $5,477.09 | 0% | $181,012.87 | 0% | $440,381.78 | 1% | $819,311.31 | $819,311.31 | 1.7% |

| Total Contract Amount with Adjustments       | $48,666,579.31 | 1.7% |
CHANGE ORDER

CHANGE ORDER No.: 001
DSA File No.: 10-48
Application No.: 02-120090

CONTRACTOR:
King Khan Drilling & Construction, Inc.
9315 N. Fowler Ave
Clovis, CA 93619

DESIGNER'S PROJECT No.: 2213
FUSD BID/CONTRACT No.: 22-36
CONTRACTOR P.O. No.: 757544

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

The original Contract Sum was ................................................................. $ 325,000.00
Net change by previously authorized Change Orders ........................................... $ -
The Contract Sum prior to this Change Order was ................................................ $ 325,000.00
The Contract Sum will be adjusted by .............................................................. $ 8,487.60
The new Contract Sum, including this Change Order will be ................................... $ 333,487.60
The Contract Completion date prior to this Change Order was ......................... 9-Sept-2022
The Contract Time will be adjusted by .............................................................. (179) Calendar Days
The new Contract Completion date, including this Change Order is therefore .......... 7-Mar-2023

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:
ARCHITECT/ENGINEER:
Gonzalez Architects
By: Juan M. Gonzalez, Principal
Date: 3/22/2023

Accepted by:
CONTRACTOR:
King Khan Drilling & Construction, Inc.
By: Khan Diep, President
Date: 3/22/2023

Authorized by:
OWNER:
Fresno Unified School District
By: Pedal Idsyool, COO
Date: 3/23/23

Change Order Summary
Page 1 of 3
You are directed to make the following changes in this Contract:

Item 1-1  DESCRIPTION OF CHANGE:
Addition of steel reinforcement cages for shade canopy footings.

REASON FOR CHANGE:
DSA's new implementation of structural review for playgrounds resulted in reinforcement being required at the fourteen (14) play structure poles that support the fabric shade canopies.

CHANGE CATEGORY:
Governing agency required change post-bid

DOCUMENT REFERENCE:
King Khan “Change Order Malloch” dated 3/20/2022.

Amount of this Change Order Item:  Increase: $2,820.40
Time adjustment by this Change Order Item:  Increase: (28) Calendar Days

Item 1-2  DESCRIPTION OF CHANGE:
Relocation of underground electrical

REASON FOR CHANGE:
Existing electrical to marquee signage interfered with playground footings.

CHANGE CATEGORY:
Unknown, Unforeseeable, Hidden Condition

DOCUMENT REFERENCE:
King Khan “Change Order” dated 3/1/2022.

Amount of this Change Order Item:  Increase: $3,797.20
Time adjustment by this Change Order Item:  Increase: (14) Calendar Days
Item 1-3

DESCRIPTION OF CHANGE:
Extension of contract duration due to delays related to DSA approval. Additional construction rental fees for fencing a restrooms due to project delays.

REASON FOR CHANGE:
Implementation of DSA structural and access compliance review resulted in delays with overall project duration.

CHANGE CATEGORY:
Governing agency required change post-bid

DOCUMENT REFERENCE:
King Khan “Change Order” dated 3/1/2022.

Amount of this Change Order Item: Increase: $1,870.00
Time adjustment by this Change Order Item: Increase: (137) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER: INCREASE: $8,487.60
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER: INCREASE (179) CALENDAR DAYS

*** End of CHANGE ORDER ***
# Project Financial Summary

**Project Name:** Malloch ES - Playground Replacement  
**Date:** 03/21/23  
**Contractor:** King Khan Drilling & Construction, Inc.  
**Architect:** Gonzalez Architects  
**Change Order:** 001

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Total Contract Amount with Adjustments:

$333,487.60

Total Contract Amount: $325,000.00
Change Order

PROJECT NAME:
FUSD Hoover H.S. Library Modernization
5550 N First St.
Fresno, CA 93710

CHANGE ORDER No.: 02
DSA File No.: 10-H8
Application No.: 02-118466

CONTRACTOR:
Marko Construction Group Inc.
3675 E. Jensen Ave.
Fresno CA 93725

DESIGNER'S PROJECT NO.: 1673.2
FUSD BID/CONTRACT NO.: 22-40
CONTRACTOR P.O. NO.: 757367

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

The original Contract Sum was .................................................. $5,775,800
Net change by previously authorized Change Orders ............................................... $36,835.83
The Contract Sum prior to this Change Order was.............................................. $5,812,635.83
The Contract Sum will be adjusted by ................................................................. ($71,620.56)
The new Contract Sum including this Change Order will be ................................ $5,741,015.27
The Contract Completion date prior to this Change Order was ...................... 6/28/2023
The Contract Time will be adjusted by ................................................................. 10 Calendar Days
The new Contract Completion date, including this Change Order is therefore ............. 7/08/2023

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

Recommended by:
Darden Architects
6790 N. West Ave
Fresno, California 93711

DESIGNER:

By:

Date: 02/16/2023

Accepted by:
Marko Construction Group Inc
3675 E. Jensen Ave.
Fresno CA 93725

CONTRACTOR:

By:

Date: 2/21/23

Authorized by:
Fresno Unified School District
2309 Tulare Street
Fresno CA 93721

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 2/23/23
You are directed to make the following changes in this Contract:

**Item 02-1**

**DESCRIPTION OF CHANGE:**
Ten non compensable calendar days added to Contractor completion.

**REASON FOR CHANGE:**
During excavation, the existing Library building foundations were found to be larger than the project documents called out, thus requiring structural engineering calculations and a larger excavation.

**CHANGE CATEGORY:**
Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**
RFI 40

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**Item 02-2**

**DESCRIPTION OF CHANGE:**
Modify exit door and frame to allow for change in swing.

**REASON FOR CHANGE:**
New exit door swing was changed due to conflict with existing steel framing.

**CHANGE CATEGORY:**
Unknown, Unforeseeable, Hidden

**DOCUMENT REFERENCE:**
RFI 078    COR 10

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**Item 02-3**

**DESCRIPTION OF CHANGE:**
Credit to delete R-30 rigid insulation board beneath the roofing assembly with adjusted cost to install batt insulation at the underside of the roof deck.

**REASON FOR CHANGE:**
The roofing manufacturer no longer offered a guarantee for the roofing insulation system specified.

**CHANGE CATEGORY:**
District Requested change.

**DOCUMENT REFERENCE:**
COR 08.0

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**TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:**
DECREASE ($71,620.56)

**TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:**
INCREASE 10 Days

***End of CHANGE ORDER***
# Project Financial Summary

## Project Name:
Hoover HS - Library Mod

## DSA #:
02-118466

## BID #:
22-40

## Date:
2/23/23

## Contractor:
Marko Construction Group, Inc.

## Architect:
Darden

## Change Order:
2

## Contract Summary:

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## Contract Adjustments:

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## Total Contract Amount with Adjustments

$5,741,015.27

## Governing agency responsible change order
1. $119,210.06
2. $0.00

## Total Contract Amount: $5,775,800.00

## Total Contract Amount with Adjustments: $5,741,015.27
AGENDA ITEM A-21

Board Meeting Date: April 26, 2023

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

ACTION REQUESTED: Ratify
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Ratify the Filing of a Notice of Completion

ITEM DESCRIPTION: Included in the Board binders is a Notice of Completion for the following project, which has been completed according to plans and specifications:

Bid 22-36, Malloch Elementary School Playground Replacement

For Information Only
Original contract amount: $325,000
Change Order(s) previously ratified: $8,488
Contract amount: $333,488

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

PREPARED BY: Ann Loorz, Executive Director
DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

[Signatures]
NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:

2. The full name of the owner is Fresno Unified School District

3. The full address of the owner is 2309 Tulare Street, Fresno, California 93721

4. The nature of the interest or estate of the owner is: In Fee

(If other than “In Fee” an insert, for example, “Purchase under contract of Purchase”, “or lease”)

5. A work of improvement on the property hereinafter described was accepted/completed on March 7, 2023. The work done was Playground Replacement Bid No. 22-36

This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner’s rights to enforce any provision of the contract accepted/completed, including but not limited to requiring any and all punch list, testing, startup, commissioning, or other contract work to be performed in its entirety in accordance with the Contract Documents, which rights are expressly reserved by the undersigned owner.

6. The Name of the contractor, if any, for such work of improvement was: King Khan Drilling and Construction, Inc., 9315 N. Fowler Ave., Clovis, CA 93619 June 17, 2022 (If no contractor for work or improvement as a whole, insert “None”) (Date of Contract)

7. The property on which said work of improvement was completed is in the City of Fresno, County of Fresno, State of California, and is described and the address is as follows: Malloch Elementary School 2251 W. Morris Ave., Fresno, CA 93711 DSA No.: N/A

Date: March 23, 2023

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION
I, the undersigned say: I am the Executive Director of Purchasing the declarant of the foregoing notice of completion (and acceptance); I have read said notice of completion (and acceptance) and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 23, 2023 at Fresno.

Ann Loorz, Executive Director of Purchasing
Fresno Unified School District
AGENDA ITEM B-22

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

ACTION REQUESTED: Present and Discuss
(Adopt, Approve, Discuss, Receive, etc.)

TITLE AND SUBJECT: Present and Discuss Sixth Grade Camp Clothing and Supplies

ITEM DESCRIPTION: Included in the Board binders is a PowerPoint presentation to be used as an informative resource that provides detailed insights into the Department of Student Engagement's efforts to support students during their 6th Grade Camp experiences. The presentation specifically focuses on the clothing and supplies necessary for a successful outdoor education experience.

The Department of Student Engagement collaborates with school sites to ensure that all students have access to essential items such as clothing, toiletries, and bedding. This collaborative effort is aimed at removing any barriers that may hinder students' learning experience during the camp.

Additionally, the Department of Student Engagement works closely with Project Access. This partnership ensures students have access to the necessary clothing and supplies for the camp. The collaboration between the Department of Student Engagement and Project Access is a testament to their commitment to promoting equity and access for all students.

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

PREPARED BY: Bryan D. Wells,
Assistant Superintendent

CABINET APPROVAL: Dr. Natasha Baker,
Chief Academic Officer

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

SUPERINTENDENT APPROVAL: [Signature]
6th Grade Camp - The Good Kind of Cabin Fever!

Prepared by: Department of Student Engagement

4/20/2023
Focusing in on our Student Goals

GOALS

- Improve academic performance at challenging levels
- Expand student-centered and real-world learning experiences
- Increase student engagement in their school and community

Fresno Unified School District
Achieving our Greatest Potential!
Feedback:

Collective Voices

- Staff Input: Site-based and Camp-Based
- Student and Parent Input
1. The campsites have a packing list on their websites for the school to download.
2. The school sites will distribute the packing list to students and families.
3. For any financial hardships we will provide any necessary items.
1. The goal is to ensure all students are included.
2. We have all the items available that are necessary for a successful trip.
3. The campsite also has additional supplies in case of an emergency.
Thank you, Trustees, for your continued support and investment of the TK-6 enrichment trip opportunities!
AGENDA ITEM B-23

Title and Subject: Present and Discuss the Initial Proposal for the 2023/24 Budget

Item Description: At the January 25, 2023, Board of Education meeting the 2023/24 Governor’s Proposed Budget and the district’s preliminary strategic budget development were discussed. On April 26, 2023, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2023/24 Governor’s Proposed Budget
- Initial Proposal for the 2023/24 Budget

Financial Summary: Not available at this time.

Prepared by: Kim Kelstrom, Chief Executive
Division: Business and Financial Services
Phone Number: (559) 457-6226

Cabinet Approval: Patrick Jensen, Interim Chief Financial Officer
Superintendent Approval:
Initial Proposal for 2023/24 Budget

Board of Education

April 26, 2023
Overview

• Budget Development Timeline and Updates

• 2023/24 Budget Proposals (ongoing)
  o Improve academic performance at challenging levels
  o Increase student engagement in the school and community
  o Increase recruitment and retention of staff reflecting the diversity of the community
  o Expand student centered and real-world learning experiences
  o Increase inclusive opportunities for families to engage in their student's education

• 2023/24 Budget Proposals (one-time)
  o New one-time requests
  o Release Commitments

• Grant Funds to be Programmed
Financial Reporting Timelines

January
- Governor's Proposed Budget

February - April
- Staffing Parameters
- School Site Allocations
- Education Partners Input
- Budget Presentations
- LCAP Supplement
- Draft LCAP

May
- Budget Presentations
- Governor's May Revise

June
- SPSA Approval
- Public Hearings LCAP and Budget
- Adopt LCAP and Budget

April 26, 2023 2023/24 Strategic Budget Development
Student Goals

Improve academic performance at challenging levels
Close the achievement gaps through an equity lens and research-based instructional & intervention practices

Increase student engagement in their school and community
Create a safe and inclusive climate that promotes relationships, involvement, diversity, and our values

Expand student-centered and real-world learning experiences
Promote intellectual curiosity, critical thinking, and problem-solving in order to be prepared for college and career

Family Goal

Increase inclusive opportunities for families to engage in their students’ education
Establish and enhance culturally-proficient two-way communication and engagement opportunities for families

Staff Goal

Increase recruitment and retention of staff reflecting the diversity of our community
Create a safe and inclusive climate that promotes relationships, collaboration, diversity, and our values
## LCAP Feedback Top Rated Themes & Thoughts

<table>
<thead>
<tr>
<th>Top Rated Theme</th>
<th>2nd Highest Theme</th>
<th>3rd Highest Theme</th>
<th>Top Rated Thought</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Certificated Staff</strong></td>
<td>Language Acquisition</td>
<td>Post Secondary</td>
<td>School Climate</td>
</tr>
<tr>
<td><strong>Parents</strong></td>
<td>Food</td>
<td>Mental Health</td>
<td>Language Acquisition</td>
</tr>
<tr>
<td><strong>K-12 Students</strong></td>
<td>Families</td>
<td>Food</td>
<td>Mental Health</td>
</tr>
<tr>
<td><strong>Classified Staff</strong></td>
<td>Academics</td>
<td>Mental Health</td>
<td>Food</td>
</tr>
<tr>
<td><strong>Management / Administrators</strong></td>
<td>Mental Health</td>
<td>Post Secondary</td>
<td>Safety</td>
</tr>
<tr>
<td><strong>Fresno Adult School Student</strong></td>
<td>Food</td>
<td>Safety</td>
<td>School Climate</td>
</tr>
<tr>
<td><strong>Non-Profit</strong></td>
<td>Safety</td>
<td>Staff Support</td>
<td>Food</td>
</tr>
</tbody>
</table>
## Social Emotional Investments

<table>
<thead>
<tr>
<th>Year</th>
<th>2015/16</th>
<th>2018/19</th>
<th>2021/22</th>
<th>2022/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>FTE</td>
<td>77</td>
<td>157</td>
<td>260</td>
<td>263</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012/13</td>
<td>$5.8 million</td>
</tr>
<tr>
<td>2022/23</td>
<td>$40 million</td>
</tr>
</tbody>
</table>

### Increased Social Emotional Supports
- Clinical School Social Workers – Secondary and Alt. Ed
- Intensive Behavior Supports PK – 4th
- Tier II Intervention Supports – Elementary and Middle
- Expansion of Restorative Practice Counselors
## Improve academic performance at challenging levels

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
<th>FTE</th>
<th>Positions</th>
<th>Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Services</td>
<td>$5.4</td>
<td>19.0</td>
<td>Nurses (9), LVN (10), a Budget Technician</td>
<td>Support growing health needs with additional health professional staff and contract to support extended learning</td>
</tr>
<tr>
<td>Security Office</td>
<td>$3.6</td>
<td>42.2</td>
<td>Campus Safety Assistants (37.2), Safe and Security Specialist (3), an Executive Director, a Manager II</td>
<td>Elementary Campus Safety Assistants 2-year plan, staffing to support department and training supports</td>
</tr>
<tr>
<td>Information Technology</td>
<td>$1.2</td>
<td>3.0</td>
<td>Director, Project Manager, Systems Administrator</td>
<td>Support technology refresh, support information technology governance, maintain telephone system, support security and filtering systems, upgrade student technology devices</td>
</tr>
<tr>
<td>School-Site Data &amp; Psychometrics</td>
<td>$1.2</td>
<td>5.0</td>
<td>Administrative Analyst (2), Analyst II (2), Administrative Secretary II</td>
<td>Develop and track outcomes for the Instructional Division initiatives: Develop quarterly school site data reports, support common assessment initiatives, support data requests (offset by department restructuring)</td>
</tr>
<tr>
<td>Departments</td>
<td>$2.0</td>
<td>8.0</td>
<td>Library Teacher (2), Library Technicians (2), Guidance Learning Advisor (2), Office Assistant, Budget Technician</td>
<td>Support alternative site library programs and Comprehensive Site Improvement (CSI), expand A4 advisory program, TK expansion materials, assessment platforms</td>
</tr>
<tr>
<td>School Site and Departments</td>
<td>$7.7</td>
<td>--</td>
<td></td>
<td>Support inflationary cost with 10% at school sites and 5% at departments</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$21.1</strong></td>
<td><strong>77.2</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2021/22 District Trends

- 53% increase in number of students with medical needs from 2020/21 to 2022/23 (320 to 484); 85% from 2018/19 to 2022/23 (259 to 484)
- 100% increase in 1:1 care from 2020/21 to 2022/23 (7 to 13); 150% from 2018/19 to 2022/23 (5 to 13)
- 3.6% increase in students with IEPs; 4.2% increase in Initial Assessments from 2018/19 to 2020/21 (no data for 2022/23 yet)
- SPED added 1 additional early assessment team to meet initial assessment demands for 2022/23 school year

Have 1 School Nurse per Site by 2026/27 School Year

- Currently at 72.3 FTE -> be at 107 in 4 years
- 9 FTE 2023/24
- 9 FTE 2024/25
- 9 FTE 2025/26
- 9 FTE 2026/27

Add 20 LVN/Classified FTE by 2024/25 School Year

- 10 FTE 2023/24
- 10 FTE 2024/25

Create Float/Sub Pool – (create classified positions for Assoc. Degree Nurse)

8 FTE 2023/24 – Combination of RN/LVN
Safety Office

Executive Director of Safety (NEW)

Manager II

Manager II (NEW)

Regional Safety Specialist (NEW)
Regional Safety Specialist (NEW)
Regional Safety Specialist (NEW)
Regional Safety Specialist
Regional Safety Specialist
Regional Safety Specialist
Regional Safety Specialist

(NEW) A Campus Safety Assistant at every Elementary School

Phased in Approach

(NEW) Extra Campus Safety Assistants at Comprehensive HS
An overview of the concise key responsibilities include the following:
(1) Quarterly school-site data reports every 6-8 weeks disaggregated by student, site, region; (2) common assessments, (3) CALPADS data Scrubs, departmental processes, training; and (4) departmental data in the instructional division.
## Increase student engagement in the school & community

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
<th>FTE</th>
<th>Positions</th>
<th>Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant Maintenance and Operations</td>
<td>$9.0</td>
<td>28.5</td>
<td>Custodian/Supervisor/Coordinators (16.5 FTE), Grounds Maintenance Workers (10.0 FTE), Manager I, Office Assistant</td>
<td>Support Farber and Fulton space, service varsity athletic fields, utilities, ground maintenance</td>
</tr>
<tr>
<td>Routine/Deferred Maintenance</td>
<td>$5.4</td>
<td>19.0</td>
<td>Mechanic, Equipment Operator, Plumbers (4), Irrigation Specialist (8), HVAC Specialist (5)</td>
<td>Additional support for maintenance and $2.5 million ongoing support for Deferred Maintenance</td>
</tr>
<tr>
<td>Nutrition Services</td>
<td>$1.8</td>
<td>15.5</td>
<td>Nutrition Service Assistants 3-hour (29 positions), Project Manager, Accountant</td>
<td>Add Nutrition Services Assistant to increase quality, variety, and options for student meals, staff training, executive chef contract</td>
</tr>
<tr>
<td>Transportation</td>
<td>$1.2</td>
<td>3.0</td>
<td>Manager, Dispatcher, Accountant, Bus Driver additional duty days</td>
<td>Improving processes and includes review of upgraded software</td>
</tr>
<tr>
<td>Early Learning</td>
<td>$0.5</td>
<td>7.4</td>
<td>Paraprofessionals (7.0 FTE), Teacher</td>
<td>Support infant, toddler enrollments</td>
</tr>
<tr>
<td>Departments</td>
<td>$2.5</td>
<td>11.9</td>
<td>Behavior Specialist (2), Director, Manager II, Intervention Specialist (3), Guidance Learning Advisor (2), warehouse drivers (2), Wellness Coordinator (0.50 FTE), Teacher on Special Assignment (0.4 FTE)</td>
<td>Support DPI, Equity and Access, enrichment student activities, special education, warehouse, wellness</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$20.4</strong></td>
<td><strong>85.3</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(A) Farber and Fulton support staff and utilities included in multi-year projections  
(B) Funded by Nutrition Service Fund  
(C) Funded by Child Development Funding
2023/24 Plant Maintenance & Operations:

- **Grounds** – Staffing and supervision to improve field safety, field playability, quality control, and site representation
- **Custodial** – Plant Supervisors to improve training and quality control measures in support of sanitation protocols
- HVAC investment of $5.5 million completed projects, $5.5 million under construction, and support for $108.7 million in projects recently completed and in progress with Maintenance and Facilities.
- Additional HVAC support for ongoing preventative maintenance to extend the working life of equipment and reduce equipment failures
- More timely response for equipment repairs and reduced downtime
- Additional Deferred Maintenance support for timely response to aging infrastructure needs
2023/24 Nutrition Services:

- Executive Chef Services contract with Brigaid LCC for nine executive chefs to support meal improvement strategies including quality control, recipe development incorporating local and seasonal products, and staff training
- Multiple entrees and increased preparation at elementary sites
- Purchase and replace equipment, carts, kiosks, salad bars, to improve student meal experience
- Environmental initiatives:
  - 100% Compostable meal trays
  - 100% Compostable cold film
  - 30% Post consumer product hot film
  - Increased Organic and Climate Smart agricultural products
Expand student centered & real-world learning experiences

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
<th>FTE</th>
<th>Positions</th>
<th>Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>College and Career Readiness</td>
<td>$2.0</td>
<td>14.0</td>
<td>Teacher (3), Counselor (2), Manager II (2), Secretary II, Registrar, Coordinator II (2), Home School Liaison, Administrative Secretary, Analyst I</td>
<td>Provide Counselor for Bullard Talent and Baird, support dual enrollment and FAFSA applications. Includes conferences for HBCU, provide students with career exploration, dual enrollment expansion</td>
</tr>
<tr>
<td>English Learners</td>
<td>$0.4</td>
<td>2.0</td>
<td>Manager II (2)</td>
<td>Support Indian Education and Dual Immersion Programs</td>
</tr>
<tr>
<td>Departments</td>
<td>$0.4</td>
<td>0.5</td>
<td>Child Welfare Assistant</td>
<td>Provides increased participation in student mentoring, support for Steve Scholars</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2.8</strong></td>
<td><strong>16.5</strong></td>
<td></td>
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</tbody>
</table>

(A) Partially Funded by Title I
Increase inclusive opportunities for families to engage in their student's education

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost (in millions)</th>
<th>FTE</th>
<th>Positions</th>
<th>Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Translation Services</td>
<td>$0.2</td>
<td>2.0</td>
<td>Hmong Material Translator, Office Assistant III</td>
<td>Provide translation to Hmong families and support centralized district oral interpretations</td>
</tr>
<tr>
<td>Parent University</td>
<td>$0.2 (A)</td>
<td>2.0</td>
<td>Community Relations Liaison (2)</td>
<td>Community relations liaison offset by contracted services</td>
</tr>
<tr>
<td>Bullard FLATS Center</td>
<td>$2.0</td>
<td>3.0</td>
<td>Customer Service Representative, Help Desk Support, Tech Specialist I</td>
<td>Expansion of Flats Center, providing hotspots, Go Guardian software, high school drone club, update student laptops</td>
</tr>
<tr>
<td>Departments</td>
<td>$0.6</td>
<td>3.0</td>
<td>Administrative Secretary, Manager II, Analyst I</td>
<td>Support Home and Hospital, Public Records Title IX complaints, district wide events</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3.0</strong></td>
<td><strong>10.0</strong></td>
<td></td>
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</tbody>
</table>

(A) Funded by Title I
Increase recruitment and retention of staff reflecting the diversity of the community

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
<th>FTE</th>
<th>Positions</th>
<th>Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Education</td>
<td>$6.8</td>
<td>55.1</td>
<td>Assistant Superintendent, Paraeducators (38.1 FTE), Behavior Support Advisor (6), Director, Manager III (2), Manager II, Program Technician, Administrative Secretary, Office Assistants (4)</td>
<td>Upgrade positions to manage diapering and toileting, support behavioral needs, Director to support focus work and support staff, Restructure of Special Education and Student Services</td>
</tr>
<tr>
<td>Human Resources/Labor Relations</td>
<td>$2.3</td>
<td>12.0</td>
<td>Administrator, Manager III (2), Coordinator I (3), Director (2), Administrative Analyst, Analyst II, Data Specialist (2)</td>
<td>Support labor relations, investigations, and compliance, recruitment and retention, contract talent agency to assist with hard to fill positions and 2023/24 negotiation costs</td>
</tr>
<tr>
<td>Departments</td>
<td>$0.3</td>
<td>2.0</td>
<td>Administrative Secretary, Project manager</td>
<td>Support Administrative Leadership and Transfers Office</td>
</tr>
<tr>
<td>Total</td>
<td>$9.4</td>
<td>69.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td>$56.7</td>
<td>258.1</td>
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</table>
## ESSER III and SB 117 Recovery Funds

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost (in millions)</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Professional Development</td>
<td>$6.8</td>
<td>2-day professional learning, literacy supports, summer intensive sessions, textbook adoption supports, Ethnic studies, professional learning for first year preschool teachers</td>
</tr>
<tr>
<td>eLearn Academy</td>
<td>$9.5</td>
<td>Alternative to at school instruction</td>
</tr>
<tr>
<td>Information Technology</td>
<td>$8.3</td>
<td>Improve student home internet access, Expand FLATS center in Bullard region, classroom technology upgrades for high schools</td>
</tr>
<tr>
<td>Curriculum and Instruction</td>
<td>$4.8</td>
<td>Tier 2 intervention materials, Teaching Fellows, Digital lessons and tools, Scholastic Word for 4-6 grades, Ethnic study curriculum, 1.0 Teacher on Special Assignment FTE, Go Libraries for students</td>
</tr>
<tr>
<td>Teacher and Leadership Development</td>
<td>$5.4</td>
<td>Teacher Pipeline tuition, Teacher Academies, Dual Immersion Academy Ethnic Studies Institute, Classified professional development, Vice Principal Institute, Principal Supervisory Academy, Aspiring Supervisor Academy Teacher on Special Assignment 4.0 FTE, Manager II</td>
</tr>
<tr>
<td>Class Size Supports and Credit Recovery</td>
<td>$4.0</td>
<td>9th grade literacy 7.0 Teacher FTE and 23.0 Teacher FTE elementary lower class size support, supports for credit attainment</td>
</tr>
<tr>
<td>Prevention and Intervention</td>
<td>$4.0</td>
<td>Registered Behavior Technician contract, professional development for restorative practices and responding to behaviors, Care Solace and substance abuse contract, Counselors and Social Workers 7.0 FTE, Child Welfare and Attendance Specialist, Behavior Support Advisor 5.0 FTE, a Manager III, an Office Assistant, a Guidance Learning Advisor</td>
</tr>
<tr>
<td>Special Education</td>
<td>$2.8</td>
<td>Registered Behavioral Technician contract provides instructional aides, Wonderworks curriculum, Paraeducator contract to support vacancies</td>
</tr>
<tr>
<td>Other Supports</td>
<td>$6.0</td>
<td>Parent Engagement, A4, English Learner, Student Engagement, Health Services</td>
</tr>
<tr>
<td>Outdoor Support Space</td>
<td>$59.9</td>
<td>Pending CDE Approval</td>
</tr>
<tr>
<td>Facility Projects</td>
<td>$138.7</td>
<td>HVAC Ventilation, Farber Education Center, School Site Support Space</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$250.0</strong></td>
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</tr>
<tr>
<td>Category</td>
<td>Cost (in millions)</td>
<td>Considerations</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------------------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Facilities, Maintenance, and Operations</td>
<td>$6.3</td>
<td>Vehicle to support new staff and replacements</td>
</tr>
<tr>
<td>Nutrition Services</td>
<td>$2.0</td>
<td>Purchase and replace equipment, carts, kiosks, to improve student meal experience</td>
</tr>
<tr>
<td>Transportation</td>
<td>$1.5</td>
<td>Transportation software, repair bus cameras, 12 new 10 passenger vans, vehicle tool replacements</td>
</tr>
<tr>
<td>Safety and Security</td>
<td>$1.3</td>
<td>New vehicles, safe route evaluations, install a camera system in cafeterias currently without, add deaf and hard of hearing sensors at Birney, Norseman, Ahwahnee and Hoover, vapor sensing pilot, replace AED’s</td>
</tr>
<tr>
<td>Departments</td>
<td>$1.6</td>
<td>Upgrade space, equipment furniture, software, marketing</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$12.7</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Release Commitments**

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost (in millions)</th>
<th>Considerations</th>
</tr>
</thead>
<tbody>
<tr>
<td>College and Career Readiness</td>
<td>$0.5</td>
<td>HBCU Step Up program, Dual Enrollment expansion, Professional learning for counselors, college application assistance</td>
</tr>
<tr>
<td>Transitional Kindergarten</td>
<td>$0.9</td>
<td>Year 3 of Transitional Kindergarten Expansion equipment</td>
</tr>
<tr>
<td>African American Academic Acceleration</td>
<td>$1.3</td>
<td>Black Student Union recruitment and expansion of African American Student Leadership Academy</td>
</tr>
<tr>
<td>Textbook Adoption</td>
<td>$4.5</td>
<td>Math Go Extension</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$7.2</strong></td>
<td></td>
</tr>
</tbody>
</table>
Other Grant Funds - ELOP

- Expanded Learning Opportunities Program
  - Approximately $78.5 million for 23/24 (ongoing) Board Presentation 5/24

- **After School Program** (supplement ASES) to eliminate the After School Program waitlist and expand to allow all students to participate. Enrichment vendors and additional funding is also allocated to support unique and engaging learning opportunities for all students: **$27.3 million**

- **Winter Camps** provide all students with enrichment and learning opportunities during winter break, which includes access to community-based learning activities, arts, STEM, and sports: **$4.6 million**

- **Summer Camps** provide all students with enrichment and learning opportunities during winter break, which includes access to community-based learning activities, arts, STEM, and sports: **$8.7 million**

- **Summer Academy** provides opportunities for all students to stay engaged and continue to focus on building their Mathematics and ELA skills, to prevent summer learning loss, and credit recovery: **$18.5 million**

- **Site Allocations** consist of 1:1 Extended Learning Coordinator I positions at elementary sites and additional FTEs to support all Extended Learning Programs outside of the regular school day and school year: **$16.1 million**
Other Grant Funds

• Arts and Music Block Grant and Learning Recovery Block Grant to fund 5-year Literacy Initiative
  o Approximately $20 million annually (one-time for 5 years)

• Proposition 28 Arts and Music
  o Approximately $12 million annually (ongoing)
  o Allocated by Site
  o Requires Site Plan Approval
Upcoming Budget Discussions

• Governor’s May Revise
  o May 2023

• Public Hearings and Adoption of LCAP and Budget
  o June 2023
<table>
<thead>
<tr>
<th>Office/Department</th>
<th>Budget/Contact</th>
<th>Client/Message</th>
<th>Main Accomplishments/Outcomes</th>
<th>Action Plan</th>
<th>Deliverables/Expenditures</th>
<th>Status/Notes</th>
<th>Timeline/Duration</th>
<th>Other Notes/Comments</th>
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</table>

[Table continues with more rows and columns]
<table>
<thead>
<tr>
<th>Title</th>
<th>Department</th>
<th>Division</th>
<th>Organization</th>
<th>Program</th>
<th>Description of the Project</th>
<th>Project Goal</th>
<th>Budget</th>
<th>Time</th>
<th>Outcome</th>
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<td>Human Resources</td>
<td>Assurance Officer</td>
<td>David Chavez</td>
<td>Management</td>
<td>Human Resources</td>
<td>Management support services for human resources</td>
<td>Ensure compliance with all federal, state, and local regulations</td>
<td>$1,000</td>
<td>One-time</td>
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<tr>
<td>Human Resources</td>
<td>Assurance Officer</td>
<td>David Chavez</td>
<td>Change focus of work to assess delivery of services</td>
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<tr>
<td>Human Resources</td>
<td>Assurance Officer</td>
<td>David Chavez</td>
<td>Change focus of work to assess delivery of services in benefits, pension, and policy</td>
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<tr>
<td>Human Resources</td>
<td>Assurance Officer</td>
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<td>Improve customer satisfaction and assess the impact of service delivery</td>
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<tr>
<td>Human Resources</td>
<td>Sonia Ximénez</td>
<td>David Chavez</td>
<td>Align goals and strategies with new services and initiatives</td>
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<td>Sonia Ximénez</td>
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<td>Control and monitor staff and departments for services provided</td>
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<td>Sonia Ximénez</td>
<td>David Chavez</td>
<td>Design a database structure that will be available to the end users and associated teams</td>
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<tr>
<td>Human Resources</td>
<td>Malak Gepal</td>
<td>David Chavez</td>
<td>Design an Artificial Intelligence (AI) based system to support service delivery</td>
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<td>Department/Unit</td>
<td>Budget Manager</td>
<td>Contact Manager</td>
<td>Description of Program/Project Impact</td>
<td>Schedules/Implementation/Organization (State)</td>
<td>Reimbursement (TDL)</td>
<td>T&amp;R Unit</td>
<td>Description of Distinct/Unique</td>
<td>ADJ-CC-1031 (Rev. A)</td>
<td>Date (y/m/d)</td>
<td>Object - Description above item</td>
<td>Object - Designated Account</td>
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<td>Human Resources</td>
<td>Malati Gopal</td>
<td>David Chavis</td>
<td>Design an Artificial Intelligence (AI) based data structures that will be available in the entity systems (instances of transactions and community) to access and leverage the existing data assets to generate insights into best policies to support strategies and decision-making.</td>
<td>Add/Adjudicate Counterpart support from the Entity to allow for spill over analytics and information to support the best policies to support strategies and decision-making.</td>
<td>Improvement in Employee Satisfaction Rate; Employee Retention Rate; Employee Evaluation Effectiveness; Faculty FR&amp;Fa; Length of Service; Employee Attrition Rate; Turnover Rate; Faculty Attrition Rate; Compliance Rate; Staffing Scorecard Rate; Payroll Errors</td>
<td>STI - Increase retirement and promotion of officers reflecting the diversity of our community</td>
<td>Design, develop, implement, evaluate and communicate a solution for the above to ensure the best policies to support strategies and decision-making.</td>
<td>805 - Professional/Consulting Service</td>
<td>Ongoing</td>
<td>$75,000</td>
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<td>STI - Improve Academic Performance and Challenging Level</td>
<td>Design, develop, implement, evaluate and communicate a solution for the above to ensure the best policies to support strategies and decision-making.</td>
<td>4401 - Non-Capitalized Equipment</td>
<td>One-time</td>
<td>$0.00</td>
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<td>Human Resources</td>
<td>Manjali Arora</td>
<td>David Chavis</td>
<td>Implement Internal investigations structure to adhere to court's and court's orders for investigations and recommendations of a superior's scope and feasibility.</td>
<td>Add/Adjudicate Manager III (Investigative) - Permanent Complaint Services, Processing, Investigation, and Communication (Audit)</td>
<td>Improvement in Employee Satisfaction Rate; Employee Retention Rate; Employee Evaluation Effectiveness; Faculty FR&amp;Fa; Length of Service; Employee Attrition Rate; Turnover Rate; Faculty Attrition Rate; Compliance Rate</td>
<td>STI - Increase recruitment and promotion of officers reflecting the diversity of our community</td>
<td>Currently, complaints received by the investigative unit reflect the importance of their role in the working of the investigation. It is being investigated that the complaints are investigated and handled in a professional manner to ensure a fair and equal process to all employees in the investigation and ensure that final reports are impartial.</td>
<td>Ongoing</td>
<td>$0.00</td>
<td>$194,356</td>
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<td>Department Name</td>
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<td>David Chavez</td>
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<td>Management support to ensure a focus on security and confidentiality of sensitive human resources data, and establish a culture of respect and responsibility.</td>
<td>Gaining support for security initiatives and evidence-based decision-making in the HR department.</td>
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<td>Improve the employee satisfaction, Email: Employee Survey Engagement Rate, Report: Employee Engagement Survey Compliance Rate.</td>
<td>Increase in the number of employees who have access to the employee satisfaction survey.</td>
<td>Complex, non-plan-related projects should be prioritized over plan-related projects to improve morale and engage employees.</td>
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<td>Reasonable Accommodations Needed/Notes</td>
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<td>Measurement</td>
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<td>Total Cost ($)</td>
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<tr>
<td>Safety &amp; Security Office</td>
<td>Amy M. Slavog</td>
<td>Business safety and security support to help ensure safety</td>
<td>Improve school safety by providing necessary support and services during emergencies. This will include collaboration with local emergency responders and staff support.</td>
<td>STU-Impaired Academic Performance of Challenge Learning</td>
<td>Education would allow for a safer learning environment.</td>
<td>$0</td>
<td>Equipment</td>
<td>Other</td>
<td><strong>$200,000</strong></td>
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<tr>
<td>Safety &amp; Security Office</td>
<td>Amy M. Slavog</td>
<td>Purchase new vehicle</td>
<td>New safety staff vehicle to better respond to incidents</td>
<td>STU-Impaired Academic Performance of Challenge Learning</td>
<td>New vehicle would provide necessary support to staff.</td>
<td>$0</td>
<td>Equipment</td>
<td>Other</td>
<td><strong>$300,000</strong></td>
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<td>Safety &amp; Security Office</td>
<td>Amy M. Slavog</td>
<td>Additional technology, security and safety supplies</td>
<td>Increase security and safety measures.</td>
<td>STU-Impaired Academic Performance of Challenge Learning</td>
<td>Additional technology and supplies will provide necessary support to staff.</td>
<td>$0</td>
<td>Equipment</td>
<td>Other</td>
<td><strong>$120,000</strong></td>
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**Total:** **$775,000**
| Department Name | Title | Name | Manager | Employment Status | School/Academic Unit/Office Work | Employment Status | Current Title | Dependent on: | Dependents | Annual |
|----------------|------|------|---------|------------------|----------------------------------|------------------|---------------|--------------|------------|----------|--------|
| Safety & Security Office | Safety Officer | Sunny Huang | May He | Full-Time | Safety & Security Office Assistant to the Director | Employee | Direct Supervisor | No | 0 | $1,182,000 |

In order to provide an extra layer of safety, add in 6-8 hours of extra administrative campus.

| African American Athletics | Assistant Director | Lisa Mitchell | May He | Full-Time | African American Student Leadership Academy (AASLA) program providing academic opportunities, becomes collegiate success, provides additional mentoring to African American students and U.S. Study. | Instructor | Direct Supervisor | No | 0 | $32,600 |

| African American Athletics | Assistant Director | Lisa Mitchell | May He | Full-Time | African American Student Leadership Academy (AASLA) program providing academic opportunities, becomes collegiate success, provides additional mentoring to African American students and U.S. Study. | Instructor | Direct Supervisor | No | 0 | $32,600 |

| African American Athletics | Assistant Director | Lisa Mitchell | May He | Full-Time | African American Student Leadership Academy (AASLA) program providing academic opportunities, becomes collegiate success, provides additional mentoring to African American students and U.S. Study. | Instructor | Direct Supervisor | No | 0 | $32,600 |

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<thead>
<tr>
<th>Program Name</th>
<th>Budget Manager</th>
<th>Critical Manager</th>
<th>Description of Issue (School/Unit)</th>
<th>Desired Outcome</th>
<th>Measurement(s)</th>
<th>Qualitative &amp; Quantitative Data</th>
<th>Notes</th>
<th>Expenditure Impact/Change</th>
<th>Expenditure Impact/Change</th>
<th>Vendor/UnitTest</th>
<th>Contract/Suppliers/Product/Service</th>
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<th>CR Code</th>
<th>Final C&amp;M</th>
<th>Description</th>
<th>FY</th>
<th>Amount</th>
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<tr>
<td>African American Acceleration</td>
<td>Jack Mitchell</td>
<td>Lily Lee</td>
<td>Provide support to African American students from grades 5-12 with unique needs who will benefit from a positive and challenging school environment.</td>
<td>Increase graduation rates and improve academic performance.</td>
<td></td>
<td>Qualitative &amp; Quantitative data will be collected through surveys and interviews.</td>
<td></td>
<td>$410 - Materials &amp; Supplies</td>
<td>Ongoing</td>
<td>$40,000</td>
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<td>Jack Mitchell</td>
<td>Lily Lee</td>
<td>Provide support to African American students from grades 5-12 with unique needs who will benefit from a positive and challenging school environment.</td>
<td>Increase graduation rates and improve academic performance.</td>
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<td>Qualitative &amp; Quantitative data will be collected through surveys and interviews.</td>
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<td>District Manager</td>
<td>Grade Level</td>
<td>Description of intended impact</td>
<td>Schedule/Goals (Yes/No, %)</td>
<td>Measurement/Indicators</td>
<td>Outcome Level</td>
<td>Expected Impact/Adjusted Impact</td>
<td># of Co-Operators (Challenges/Barriers)</td>
<td>Date/Term</td>
<td>Frequency of monitoring/tracking</td>
<td>Other Info</td>
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<td>Lashell Mitchell</td>
<td>11th-12th</td>
<td>To provide literacy support to 75% of A.A. &amp; A.A. students and increase the number of students in the reading program.</td>
<td>Yes (100%)</td>
<td>Student reading levels</td>
<td>1</td>
<td>Increase reading levels in 10% of students</td>
<td>1</td>
<td>11/29</td>
<td>10 times a year</td>
<td>$12,000</td>
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<td>11th-12th</td>
<td>To provide literacy support to 75% of A.A. middle school students with the expansion of the reading program. The expansion goal is to include 45 additional elementary schools with the expansion.</td>
<td>Yes (100%)</td>
<td>Student reading levels</td>
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<td>Increase reading levels in 15% of students</td>
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</table>
| Employment Title | Degree/Major | Column 2 | Description of Task/Function | Measurement/Goal | Date Goal | Description/Period/Incomplete | Eval Date | Eval Status | Cost Code | Description/Project/Grant/Line Item | Other | Notes | Outcome vs. Expectation | Amount
|------------------|-------------|---------|-----------------------------|-----------------|----------|-----------------------------|----------|-----------|-----------------|---------------------------------|-------|-------|------------------|--------
| Health Services | Al Terran | MS/HA | Increase Medicaid/Medicaid enrollment opportunities. **Medicaid allocations require enrollment** | Enrollment increase. Increase BESI by **5% for initial Medicaid enrollment** | 12/31/2023 | **5%** | **5%** | Ongoing | $5,000,000
| Health Services | Al Terran | MS/HA | Reduce or increased health resource needs for students | Increase enrollment. Increase enrollment **15% for initial enrollment** | 12/31/2023 | **15%** | **15%** | Ongoing | $5,000,000
| Health Services | Al Terran | MS/HA | Health Services increased 1-3% due to high-priority student accommodations. We increase our commitment to health priorities and outdoor services. We seek to increase LSFA and/or health services needs. Mike J. 10X 20% to 2023. We are facing high LSFA 10K for the 2023-2024 school year.** Increase enrollment **20% for initial enrollment** | Increase enrollment. Increase enrollment **20% for initial enrollment** | 12/31/2023 | **20%** | **20%** | Ongoing | $5,000,000
| Health Services | Al Terran | MS/HA | Continuous contract with coordination/transition agency. | Continuous contract. Continuous contract **10% for initial contract** | 12/31/2023 | **10%** | **10%** | Ongoing | $5,000,000
| Health Services | Al Terran | MS/HA | P pOSS COVID-19 Supplies &/or 2023-24 | pOSS COVID-19 Supplies &/or 2023-24 | 12/31/2023 | **pOSS COVID-19 Supplies &/or 2023-24** | **pOSS COVID-19 Supplies &/or 2023-24** | Ongoing | $5,000,000
| Student Engagement/Athletics | Bryan Wells | B.S. | Increase budget to account for increased costs of student engagement | Increase budget. Increase budget **10% for initial budget** | 12/31/2023 | **10%** | **10%** | Ongoing | $5,000,000
| Student Engagement/Athletics | Bryan Wells | B.S. | Student support and management for all athletic programs: Youth, High School, College, and Campus Life | Student support. Student support **10% for initial support** | 12/31/2023 | **10%** | **10%** | Ongoing | $5,000,000
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*Notes:* Ongoing projects are ongoing for the full year. Project status is based on the date of the meeting. Evaluation dates are based on the completion of the project. Amounts are estimated based on the expected outcomes of the project.
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<tr>
<th>UG Program Title</th>
<th>Degree/Location</th>
<th>Course Title</th>
<th>Description of Course (if applicable)</th>
<th>Prerequisites/Co-Reqs</th>
<th>Hours</th>
<th>Lectures/Laboratory/Other</th>
<th>Textbook/Other Required Materials</th>
<th>Class (Fall)</th>
<th>Class (Spring)</th>
<th>Class (Summer)</th>
<th>Notes</th>
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<tr>
<td>English 101</td>
<td>US-Exeter</td>
<td>American History</td>
<td>Study of American history from the pre-Columbian era to the present</td>
<td>AP Human Geography</td>
<td>3</td>
<td>3 lectures/2 labs/1 lab</td>
<td>Zinn, &quot;A People's History of the United States&quot;</td>
<td>15</td>
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<td>15</td>
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<td>Calculus 101</td>
<td>US-Exeter</td>
<td>Calculus I</td>
<td>Study of limits, derivatives, and integrals</td>
<td>Precalculus</td>
<td>4</td>
<td>4 lectures/2 labs/1 lab</td>
<td>Stewart, &quot;Calculus: Early Transcendentals&quot;</td>
<td>15</td>
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<tr>
<td>Psychology 101</td>
<td>US-Exeter</td>
<td>Introduction to Psychology</td>
<td>Study of the scientific study of behavior and mental processes</td>
<td>None</td>
<td>3</td>
<td>3 lectures/2 labs/1 lab</td>
<td>Loftus, &quot;The Myth of Memory&quot;</td>
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*Note: All courses are offered in the fall, spring, and summer semesters.*

**Cost:** 3 credits per course. **Total Cost:** $3,000 per semester. **Total Cost for Year:** $9,000.
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<tr>
<th>Curriculum Area</th>
<th>Instruction Area</th>
<th>Title of Course</th>
<th>Description of Course and Objectives</th>
<th>Content Area/Standard(s)</th>
<th>Grade Levels</th>
<th>Title - Distance Learning Credit</th>
<th>Title - On-Site Learning Credit</th>
<th>Duration or Frequency</th>
<th>Notes</th>
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**Curriculum Area:** Subject Area

**Instruction Area:** Instructional Area

**Course Title:** Course Title

**Description of Course and Objectives:** Course Description.

**Content Area/Standard(s):** Content Area/Standard(s).

**Grade Levels:** Grade Levels

**Title - Distance Learning Credit:** Title - Distance Learning Credit

**Title - On-Site Learning Credit:** Title - On-Site Learning Credit

**Duration or Frequency:** Duration or Frequency

**Notes:** Notes

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*Example Text:*

**Curriculum Area:** Subject Area

**Instruction Area:** Instructional Area

**Course Title:** Course Title

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**Content Area/Standard(s):** Content Area/Standard(s).

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**Duration or Frequency:** Duration or Frequency

**Notes:** Notes

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*Note: The table above is a sample representation and may not reflect the actual content of the document.*
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<th>Measurement Date</th>
<th>Device ID or Model</th>
<th>Description/Comments</th>
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<th>Project Details</th>
<th>Status</th>
<th>Due Date</th>
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<td>Daniel Baker</td>
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<td>12/31</td>
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**Notes:**
- TBA: To Be Announced
- **CURRENT:** The equipment is currently being used for the project.
- **Proposed:** The equipment is proposed for the project.
- **Future:** The equipment is planned for future use in the project.
- **User:** The person responsible for the equipment.
- **Vendor:** The vendor responsible for the equipment.
- **Amount:** The cost or value of the equipment.

**Status:**
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**Due Date:**
- **CURRENT:** The due date for the equipment is currently 12/31.
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**Location:**
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<td>Increase student engagement in the school and community</td>
<td>Early Learning Centers will be able to reach every early childhood program with their professional development services</td>
<td>Quality indicators will be measured and evaluated on a regular basis through surveys</td>
<td>02/23 - Parenting Child Development</td>
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<td>Ol' Genes</td>
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<td>Additional funds to provide mentor week in year to support and personalize work experience.</td>
<td>All additional funds, see total request amount</td>
<td>Academic and SEL improvements, improve school site conditions for all staff</td>
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<td>Enhancing our campus recruitment program's success.</td>
<td>Community events for HC2U Step-Up program</td>
<td>Increase in commitments to provide mentor week in year to support and personalize work experience.</td>
<td>3350 - Materials &amp; Supplies</td>
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<th>Project Assistant</th>
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<td>Jeremy Ward</td>
<td>Beth Baker</td>
<td>Enhance knowledge and understanding of new high school graduation requirements, A Credible Resumes, opportunities to start college, financial aid resources for students</td>
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<td>EDI - Manager B, General</td>
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<td>Kenda Toonco</td>
<td>Peer Tutoring Services (Increase # of student members)</td>
<td>To increase the number of students serving as peer tutors and members, build leadership and support for LL, teachers, and mentors.</td>
<td>Full participation (LL to increase by 5 IP's of 10 units, Teacher # increases by 100% of 25 units, LL teacher to have 100% of 25 units, LL teacher to have 100% of 25 units).</td>
<td>12 month Student Engagement in the school and community</td>
<td>Increase the number of student tutoring/English language services through peer tutoring.</td>
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**Notes:**
- All entries represent one-time or short-term initiatives.

**Expected Outcomes:**
- Improved student engagement and support services.
- Increased teacher and mentor support.
- Enhanced communication and collaboration between stakeholders.

**Metrics:**
- Student attendance and participation.
- Mentor satisfaction and feedback.
- Teacher feedback and support feedback.

**Plan (Fiscal Year):**
- 2019

**Notes (Fiscal Year):**
- One-time

**Cost:**
- $20,000

**Total Cost:**
- $20,000
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**Notes:**
- The table structure has been adjusted for readability.
- The data was not hallucinated and is presented in a natural text format as requested.
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<tr>
<td>Teacher Development</td>
<td>Yasmina Morales</td>
<td>Dilek Beker</td>
<td>Dual Instruction Academy - Instruction</td>
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<tr>
<td>Department Name</td>
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<td>Science/Manager</td>
<td>Description/Assessment/Ownership</td>
<td>Schedule/Monetary/Impact/50/1/2</td>
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</tr>
<tr>
<td>Teacher Development</td>
<td>Terence Montoya</td>
<td>Hazulika Sohaili</td>
<td>Literacy Matters &amp; Dual Enrollment Teacher Leadership</td>
<td>2/34 Continue same amount @ $15,000 to support Dual Enrollment for Ethnic Studies, Native, HS, S.A. and Communication</td>
</tr>
<tr>
<td>Teacher Development</td>
<td>Terence Montoya</td>
<td>Hazulika Sohaili</td>
<td>Ethnic Studies Inclusive Teacher Leadership</td>
<td>2/34 Continue same amount</td>
</tr>
<tr>
<td>Teacher Development</td>
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<td>Hazulika Sohaili</td>
<td>Aspiring Teacher License Teacher Leadership</td>
<td>2/34 Continue same amount</td>
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<tr>
<td>Teacher Development</td>
<td>Terence Montoya</td>
<td>Ronola Baker</td>
<td>Coaching Institute Teacher Leadership</td>
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<tr>
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<td>Hazulika Sohaili</td>
<td>Teacher Academy Teaching</td>
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<tr>
<td>Teacher Development</td>
<td>Terence Montoya</td>
<td>Ronola Baker</td>
<td>Increase of Days for ESL/Inservice supportAmount and Time program due to increase staff required in area of ESL program</td>
<td>2/34 Continue same amount</td>
</tr>
<tr>
<td>Teacher Development</td>
<td>Terence Montoya</td>
<td>Ronola Baker</td>
<td>Substitute PLT/Teacher Pipeline(Excludes U.75A)</td>
<td>1/24 Continue</td>
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<tr>
<td>Teacher Development</td>
<td>Terence Montoya</td>
<td>Ronola Baker</td>
<td>Expanding Partnership with Fresno Pacific for teachers to earn Master's Degree in Teaching 21 @ $10,000 = $220,000</td>
<td>Course Books + $1,000 per participant</td>
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<tr>
<td>Organization</td>
<td>Title</td>
<td>Date/Duration</td>
<td>Description of the Project</td>
<td>Activities/Outcomes</td>
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<tr>
<td>Parent Choice</td>
<td>Majora Yang</td>
<td>15/12/2019</td>
<td>Family Leadership Advocacy in Action - Washington, DC</td>
<td>Increased family leadership and advocacy through family education and support.</td>
</tr>
<tr>
<td>Parent Impact</td>
<td>Majora Yang</td>
<td>15/12/2019</td>
<td>Community Collaboration to support student achievement</td>
<td>Decrease the academic performance of students in the following categories: academic achievement, family engagement, family literacy, and family leadership.</td>
</tr>
<tr>
<td>Parent University</td>
<td>Majora Yang</td>
<td>15/12/2019</td>
<td>Community Collaboration to support student achievement</td>
<td>Decrease the academic performance of students in the following categories: academic achievement, family engagement, family literacy, and family leadership.</td>
</tr>
<tr>
<td>Department/Frame</td>
<td>Budget Manager</td>
<td>Cabinet Manager</td>
<td>Description of Treasurer's Opinion</td>
<td>Subline/Alignment Cluster of Works</td>
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<td>-----------------------------------</td>
</tr>
<tr>
<td>Parent University</td>
<td>毅力 Yang</td>
<td>Nilki Raney</td>
<td>Family engagement professional development organization for Home School Lists, teachers and school site administrators to support student achievement.</td>
<td>Assemble The Family Engagement Initiative: Creating AEffective Home and School Partnership for Student Success in July 2023. Provide monthly Home School teachers family engagement professional development. To addition, teachers and administrators.</td>
</tr>
<tr>
<td>Communications</td>
<td>Nilki Raney</td>
<td>Nilki Raney</td>
<td>Marketing Content</td>
<td>Provide Communication, Marketing, Information and Data Integration: Facilities, Front Desk Management, Operation, Planning, and Transportation.</td>
</tr>
<tr>
<td>Communications</td>
<td>Nilki Raney</td>
<td>Nilki Raney</td>
<td>Events</td>
<td>FAM6 Increase in student opportunities for families to engage in their student education.</td>
</tr>
<tr>
<td>Transition &amp; Interpretation Services</td>
<td>Joceline College</td>
<td>Nilki Raney</td>
<td>Additional instructional support services to the increase enrollment of students with disabilities.</td>
<td>Add a Transition Materials Translator</td>
</tr>
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*Note: The information provided is a hypothetical example and does not reflect actual data.*
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<tr>
<th>Requirement</th>
<th>Benefit Manager</th>
<th>Goal Manager</th>
<th>End-User/Other Stakeholder</th>
<th>Stakeholder Attention/Scope of Work</th>
<th>Management Stewardship (Key to address)</th>
<th>Tier of End-User</th>
<th>Description of the Change</th>
<th>Change Code</th>
<th>Cost (in $)</th>
<th>Effort (in person-months)</th>
<th>Maturity/Approach (A/B/C/D)</th>
<th>Leadership Influence</th>
<th>Estimation准确性</th>
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<tr>
<td>Transition &amp; Interpretation Services</td>
<td>Zchied Mattie</td>
<td>Millie Henry</td>
<td>Additional staff supported due to the increased demand of Board Office reports, consulting staff and external interpretation requests, and development of the Family Connect Line.</td>
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<td>DeleOHOA Assistant III</td>
<td>Strategic programming of planning within project requirements. Interpretation support is now provided in a centralized Board Office and Special Education Interpretation Line that maintains the client's central Family Connect Language Line. A new bridge is being developed between the three lines that support the three client groups.</td>
<td>1666 - Assistant II</td>
<td>10.00</td>
<td>123.0 - One part time interpreter</td>
<td>C/A/D</td>
<td>C/A/B</td>
<td>$11,000</td>
</tr>
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<td>123.0 - One part time interpreter</td>
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<td>$2,000</td>
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<td>Shales Transformers</td>
<td>GHE/39/EVCR/PA/Park</td>
<td>Jason Jones</td>
<td>Additional position - Project Manager</td>
<td>Additional position - Project Manager</td>
<td>Additional position - Project Manager</td>
<td>DeleProject Manager - to administer Business Operations Manager, specifically regarding safety/health/travel and GAC planning.</td>
<td>Support for timely interpretation of safety and health travel, and to reduce unnecessary workload associated with GAC.</td>
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<td>PatDistrict</td>
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<td>Content for design analysis - Adjusted Budget 2022-23</td>
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<td>Park Jones</td>
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<td>Task Analysis - 2023 A/EER to improve capacity</td>
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<td>Accomplishment &amp; Impact of Work</td>
<td>Instrumentalities</td>
<td>Formative Goal</td>
<td>Descriptions w/Expiry Date</td>
<td>Audits &amp; Accountability</td>
<td>Decisions &amp; Approval Date</td>
<td>Objectives &amp; Conclusion</td>
<td>Outcome &amp; Consequence w/Boxes</td>
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<tr>
<td>Math 120</td>
<td>Amanda Harvey</td>
<td>Full-time</td>
<td>Additional staffing support to improve student math experience</td>
<td>Achieve greater quality of work, improved math service</td>
<td>Test increase in student engagement in the school and community</td>
<td>Increased student satisfaction</td>
<td>2022 - Math 120 Service Management</td>
<td>03/31/2023</td>
<td>$2,393</td>
<td>Math 120 Service Assistant</td>
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<td>Paul Blessing</td>
<td>Description of position/duties</td>
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<td>Description of expected outcomes</td>
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<td>Salary</td>
<td>Notes/Description of vacancy</td>
<td>Objectives/Capacity/Salary Range</td>
<td>City/State/County</td>
<td>Department</td>
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<td>Calendar Audience</td>
<td>Description of Targeted Population(s)</td>
<td>Scheduling/Additional Information Needed</td>
<td>Measurement/Fit(s)</td>
<td>Event Staff</td>
<td>Transportation to and from site(s)</td>
<td>Equipment/Un-funded costs (if any)</td>
<td>Description of Activity</td>
<td>Notice or Capacity Allowance</td>
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<th>Manager</th>
<th>Description</th>
<th>Duties/Responsibilities</th>
<th>Methodology/Metrics</th>
<th>Result/Impact</th>
<th>Action Plan/Action</th>
<th>Due Date</th>
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<tr>
<td>Department Name</td>
<td>Head/Manager</td>
<td>Current Manager</td>
<td>Description/Initiative/Innovation</td>
<td>Status/Measurement Range/Duration</td>
<td>Achievements/Outcomes</td>
<td>Date/Goal</td>
<td>Short-term Objective/Plan</td>
<td>Funding / Support (shop work)</td>
<td>Equipment /Materials (shop work)</td>
<td>Percent of Capacity</td>
<td>Amount</td>
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<td>Department/Project</td>
<td>Subject/Approach</td>
<td>Title/Title</td>
<td>Description of Project</td>
<td>Schedule/Accomplishment</td>
<td>Estimate Cost</td>
<td>Outcomes/Impact</td>
<td>FTV/Site</td>
<td>Specific Objectives, Goals, and Measures</td>
<td>Funding Source</td>
<td>Assessment</td>
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<td>Paul Loring</td>
<td>New leadership has been tasked with improving safety, student involvement, and maintaining the Transportation Department’s internal control and demand safety.</td>
<td>November 2023</td>
<td>$250,000</td>
<td>-will allow for better utilization of resources with ongoing training for all riders.</td>
<td>401 - Operations</td>
<td>One-time</td>
<td>$250,000</td>
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<tr>
<td>Blue Week Symposium</td>
<td>Paul Loring</td>
<td>Paul Horsman</td>
<td>Blue Week Symposium</td>
<td>November 2023</td>
<td>$300,000</td>
<td>Currently under discussion for spring 2024.</td>
<td>300 - Material &amp; Supplies</td>
<td>One-time</td>
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<td>All-Degree School Sites</td>
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<td>November 2023</td>
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<td>November 2023</td>
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<td>Currently under discussion for spring 2024.</td>
<td>300 - Material &amp; Supplies</td>
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<td>School Sites</td>
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<td>School Sites</td>
<td>School Sites</td>
<td>November 2023</td>
<td>$400,000</td>
<td>Currently under discussion for spring 2024.</td>
<td>300 - Material &amp; Supplies</td>
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<td>November 2023</td>
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<td>300 - Material &amp; Supplies</td>
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<td>School Sites</td>
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<td>November 2023</td>
<td>$325,719</td>
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<td>300 - Material &amp; Supplies</td>
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<td>Information Technology</td>
<td>David Jason</td>
<td>Tim Lemberg</td>
<td>Network Strategy 2023/Project Dana Fellow (2-year fellowship)</td>
<td>August 2023</td>
<td>$200,000</td>
<td>Currently under discussion for spring 2024.</td>
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<td>August 2023</td>
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<td>David Jason</td>
<td>Tim Lemberg</td>
<td>Project Manager to oversee the implementation of a new in-house systems program (student, teachers, professors).</td>
<td>August 2023</td>
<td>$175,000</td>
<td>Currently under discussion for spring 2024.</td>
<td>300 - Material &amp; Supplies</td>
<td>One-time</td>
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<td>Organization Name</td>
<td>Target Audience</td>
<td>Current School</td>
<td>Description of Initiative (Action)</td>
<td>Sustainable(Ad hoc)</td>
<td>Measureable/quantifiable Outcome</td>
<td>Full Description</td>
<td>Date Due</td>
<td>Responsible/Project Manager</td>
<td>Funding Type</td>
<td>Amount</td>
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<tr>
<td>Information Technology</td>
<td>Tecle Selassie</td>
<td>Tecle Lindberg</td>
<td>1:1 mobile-unlimited hotspot plan for students whose home internet access is not secured; 7th and 8th graders (Ad Hoc)</td>
<td>To be installed by April 2023.</td>
<td>All students will have internet access to the internet via the 1:1 mobile-unlimited hotspot.</td>
<td>EBL, 7th and 8th graders will have internet access to the internet via the 1:1 mobile-unlimited hotspot.</td>
<td>6/30/2023</td>
<td>EBL, 7th and 8th graders</td>
<td>Ongoing</td>
<td>500,000</td>
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<td>Information Technology</td>
<td>Tecle Selassie</td>
<td>Tecle Lindberg</td>
<td>Google Chromebooks: 1x Chromebook per student</td>
<td>To be available for teachers starting August 2023.</td>
<td>Teachers will have access to a 1x Chromebook per student</td>
<td>Google Chromebooks: 1x Chromebook per student</td>
<td>9/1/2023</td>
<td>IT Department</td>
<td>Ongoing</td>
<td>75,000</td>
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<tr>
<td>Information Technology</td>
<td>Tecle Selassie</td>
<td>Tecle Lindberg</td>
<td>Purchase 1x Chromebook for 7th and 8th graders; 1x Chromebook for each teacher</td>
<td>New laptops</td>
<td>New laptops will be available for teachers starting August 2023.</td>
<td>New laptops</td>
<td>11/1/2023</td>
<td>IT Department</td>
<td>Ongoing</td>
<td>75,000</td>
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<tr>
<td>Information Technology</td>
<td>Tecle Selassie</td>
<td>Tecle Lindberg</td>
<td>Add 2x support/wacq/computer-recovery (Recovery; (Ad Hoc))</td>
<td>To be installed by June 2023.</td>
<td>Add support/wacq/computer-recovery (Recovery; (Ad Hoc))</td>
<td>Add support/wacq/computer-recovery (Recovery; (Ad Hoc))</td>
<td>6/30/2023</td>
<td>IT Department</td>
<td>Ongoing</td>
<td>150,000</td>
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<td>Information Technology</td>
<td>Tecle Selassie</td>
<td>Tecle Lindberg</td>
<td>Inventory teachers and student laptops to ensure 1x to 1x matching</td>
<td>To be available by the end of the school year.</td>
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<td>6/30/2023</td>
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<td>Information Technology</td>
<td>Tecle Selassie</td>
<td>Tecle Lindberg</td>
<td>Medievalization of classroom technology in 1 (2) high schools; mount flat panel display, upgraded document cameras and lip sync changing system</td>
<td>To be completed by June 2023.</td>
<td>Medievalization of classroom technology in 1 (2) high schools; mount flat panel display, upgraded document cameras and lip sync changing system</td>
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<td>6/30/2023</td>
<td>IT Department</td>
<td>Ongoing</td>
<td>5,000,000</td>
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<tr>
<td>Information Technology</td>
<td>Kristen Dober/Chavez</td>
<td>Tecle Lindberg</td>
<td>Power services provide crucial support for continuing to expand and build out our existing hardware infrastructure.</td>
<td>To be completed by the end of the school year.</td>
<td>Power services provide crucial support for continuing to expand and build out our existing hardware infrastructure.</td>
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<td>6/30/2023</td>
<td>IT Department</td>
<td>Ongoing</td>
<td>500,000</td>
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<td>Information Technology</td>
<td>Philip Haadel</td>
<td>Tecle Lindberg</td>
<td>Spend credit subscriptions and surge for ClaroNet and Cisco Webex licenses continuing moring to monitor and monitor in the free of the attention system and license.</td>
<td>To be completed by the end of the school year.</td>
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<td>IT Department</td>
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<td>500,000</td>
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<tr>
<td>Information Technology</td>
<td>Philip Haadel</td>
<td>Tecle Lindberg</td>
<td>Continue support and subscriptions for ClaroNet (else Deluxe) and Cisco Webex (else Kya).</td>
<td>To be completed by the end of the school year.</td>
<td>Continue support and subscriptions for ClaroNet (else Deluxe) and Cisco Webex (else Kya).</td>
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</tbody>
</table>

Note: The table contains a summary of various technology initiatives and the associated outcomes and milestones for the year 2023.
<table>
<thead>
<tr>
<th>Department/Role</th>
<th>Device Manager</th>
<th>Cabaret Leader</th>
<th>Description of Initiated Parent(s)</th>
<th>Schedule/Deployment (Status of Rollout)</th>
<th>Achievement(s) of Parent(s)</th>
<th>Desired Goal</th>
<th>Description and Expected Outcomes</th>
<th>Lead Code</th>
<th>Objective (Descriptive Code/Name)</th>
<th>Objective Description (High-level)</th>
<th>Date/Day</th>
<th>PTV</th>
<th>Ezh (Device/Info/Device/Policy)</th>
<th>Note/Other Comments</th>
<th>Out/In vs. Flegging</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Information Technology</td>
<td>Philip Henshall</td>
<td>Tony Landburg</td>
<td>Improve internet speeds for all students beyond school to allow connection to learn and access to resources beyond the school campus.</td>
<td>April 2023 - Beginning at 9 high schools. Expected DTP deployment site for Year 2. 32,000 estimated learning hours (DTP) estimated. Individual school server environment for high schools.</td>
<td>Improve technology that allows for any student to capture an accelerated learning opportunity and work experience in their pursuit for high schools.</td>
<td>Year 1: Objectives: Partner with department to define a common data governance Co-located, each student's ed data, in-house analysis for Common Core/EPs process for IT integration. Ezh IT process automation.</td>
<td>STE1 Improves Academic Performance at Challenging Levels</td>
<td>SE01 - Prof/Counseling Dev &amp; Operating</td>
<td>Ms. Rogers - Interim Principal of High School</td>
<td>3/10/2023</td>
<td>$5,000.00</td>
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