



BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, SECOND FLOOR
FRESNO, CA 93721-2287
board.fresnounified.org

AGENDA
WEDNESDAY, SEPTEMBER 27, 2023
***4:30 P.M. (CLOSED SESSION) *6:00 P.M. (OPEN SESSION)**

*DESIGNATED TIMES FOR CONFERENCE/DISCUSSION ITEMS ARE ESTIMATES.

Please note: Parking will be available for Board meetings after 5:00 p.m. at the N Street Parking Pavilion, located on the southeast corner of Tulare and “N” streets – entrance on “N” street. Board meeting attendees without key cards should report to the parking booth attendant. Please do NOT take a ticket. 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 or during the Board’s consideration of the item.

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

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

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

***4:30 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.
3. Public Employee Discipline/Dismissal/Release/Reassignment/Resignation.
4. Public Employment/Appointment - (Government Code Section 54957).
 - a. Administrator
 - b. Executive Officer
 - c. Principal
5. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Kristie Keys v. Fresno Unified Workers' Compensation
Fresno Unified Case No. 2012-0791
 - b. Receipt of a Claim Pursuant to the Government Claims Act
Claim GL23-0818-9522
 - c. Potential Case (one)

***6:00 P.M., RECONVENE** and report action taken during Closed Session, if any.

PLEDGE OF ALLEGIANCE

Paul Idsvoog will lead the flag salute.

ACKNOWLEDGE the 2023/24 Student Board Members and Alternates

The Board and Superintendent wish to acknowledge the 2023/24 student board members and alternates. Contact person: Natasha Baker, Ed.D., 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 September 13, 2023, regular Board meeting. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-3, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the September 13, 2023, Board of Education regular meeting. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district. Contact person: Superintendent, Robert G. Nelson, Ed.D., telephone 457-3884.

A-4, APPROVE Agreement with Dynamic Learning Experiences LLC

Included in the Board binders is an agreement with Dynamic Learning Experience LLC to establish a High School Precision Drone Piloting after-school program for the 2023/24 academic year. Up to eight high schools will start the Precision Drone Pilot after-school program as part of the first-year program implementation. The program allows students to learn how to fly drones safely using the First Person View Initiator, a precision drone pilot training program and curriculum aligned with International Society for Technology in Education (ISTE) standards. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$132,392 are available in the Information Technology Budget. Contact person: Tami Lundberg, telephone 457-3560.

A-5, APPROVE Agreement with Marjaree Mason Center

Included in the Board binders is an agreement with the Marjaree Mason Center. Marjaree Mason Center staff will train one advisor and up to two student ambassadors for the “kNOw MORE” program on each high school campus.

A. CONSENT AGENDA – continued

The “kNOw MORE” program is focused on building a culture of trust and support on campus, as well as empowering youth to build healthy relationships. The advisor training is tailored to teach students about dating abuse and how best to help their students. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$77,000 are available in the Student Engagement Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-6, APPROVE Agreement with Theodore Adams dba TR3 Studios

Included in the Board binders is an agreement with TR3 Studios in the amount of \$49,400. The purpose of this agreement with TR3 Studios is to design interdepartmental quarterly reports and technical guides to be available for the 2023/24 school year for school site leaders. The technical guides provide user-friendly data definitions and editable PowerPoint slide decks that are aesthetically pleasing and simple to understand. With access to disaggregated student academic and non-academic operational data delivered to principals frequently, our school site leaders will have immediate access to early warning indicators necessary to inform student level and school site decisions each quarter during the 2023/24 school year. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$49,400 are available in the School Site Data and Psychometrics Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-7, APPROVE Agreement with Delta Dental of California

Included in the Board binders is a renewal agreement with Delta Dental of California. Delta Dental of California currently provides dental care services on behalf of the district’s eligible active employees, retirees, and their respective dependents. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$9,274,000 are available in the Health Internal Service Fund. Contact person: Patrick Jensen, telephone 457-6226.

A-8, APPROVE Agreement with ASM Global – Fresno Convention Center

Included in the Board binders is an agreement with ASM Global to provide room rental space for Instructional Division Learning Sessions. Learning Sessions are for management’s ongoing cycles of review and professional learning. District leaders will focus on aligning initiatives and resources to the district mission, vision, values, and goals and the Superintendent’s focus areas. Bringing the Instructional Division departments together will increase our cohesiveness when supporting sites. Five dates have been selected to hold the Instructional Division Learning Sessions: October 02, December 11, January 22, April 08, and June 10. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$17,595 are available in the Chief Academic Office’s Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A. CONSENT AGENDA – continued

A-9, APPROVE Agreement with Pardini's

Included in the Board binders is an agreement with Pardini's. The Extended Learning Department will provide professional development for up to 1,300 after-school program staff. Pardini's will provide catering services of food and beverage for all staff attending the event; services to include both breakfast and lunch. This vendor is an approved vendor with the Fresno Convention Center and with Fresno Unified School District. This service agreement will be utilized during Extended Learning's October 09, 2023, professional development session. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$75,000 are available in the Extended Learning Department Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-10, APPROVE Award of Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization

Included in the Board binders is information on Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization. The project consists of an Administration Building modernization that includes a new Nurse's suite, air conditioning in the multi-purpose room kitchen and the installation of permanent walls in existing rooms to provide confidential spaces for student support. Staff recommends award to the lowest responsive, responsible bidder: GCB1, Inc. dba GC Builders (Fresno, California). The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$2,014,850 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-11, APPROVE Rejection of Bid 23-55, Tehipite Middle School New E-Sports Arena

Included in the Board binders is information on Bid 23-55, Tehipite Middle School New E-Sports Arena. Staff recommend rejecting all bids due to bid prices being significantly higher than the estimated amount. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Paul Idsvoog, telephone 457-3134.

A-12, APPROVE Supplemental Award of Request for Proposals 23-52R, USDA Commodity Prepared Foods

Included in the Board binders is information on Request for Proposals 23-52R, USDA Commodity Prepared Foods to establish fixed pricing for USDA commodity processed beef, chicken, and pork products for delivery to the Nutrition Center. Staff recommends supplemental award of Schedule A line items to the best value bidders: Goodman Food Products, dba Don Lee Farms (Inglewood, California) Line items: 1 and 5; Rich Chicks, LLC (Gardena, California) Line items: 33; Tyson Prepared Foods (Springdale, Arizona) Line items: 48. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$336,647 are available in the Cafeteria Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A. CONSENT AGENDA – continued

A-13, DENY Claim GL23-0818-9522

Included in the Board binders is a Claim for Damages by a minor, case GL23-0818-9522. The Superintendent recommends the Claim be denied, and the matter referred to the district's Risk Management for further handling. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Patrick Jensen, telephone 457-6226.

A-14, RATIFY Agreements for the Joint Apprenticeship Training Funds

Included in the Board binders is a ratified agreement for The California Community Colleges Chancellor's Office (CCCCO) released update that includes Joint Apprenticeship Award funding for Local Educational Agencies receiving Related and Supplemental Instructions (RSI). The agreement was originally approved with the June bundle contracts in the amount of \$1,313,486. The new allocation is \$1,936,276 for 194,016 RSI hours. CCCCCO Apprenticeship Program's objective is to expand the apprenticeship model to non-traditional fields in growing and emerging industries throughout California's regional economies. It is intended to fund innovative approaches to expand access to apprenticeship training programs to underrepresented populations. The apprenticeship objectives will both provide career pathways to segments of our population that are inordinately represented in low-paying occupations and provide key industries with a skilled workforce. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$1,699,975 are available in the Joint Apprenticeship Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-15, RATIFY Agreement with Scout Island – Fresno County Superintendent of Schools

Included in the Board binders is a request to ratify the agreement with Scout Island, Fresno County Superintendent of Schools. Scout Island will provide facilities and instructors for outdoor science day enrichment trips. This enrichment trip supports classroom instruction in water cycle, plant science, animal habitats, social studies, and conservation. Students also develop leadership and networking skills. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$35,000 are available in the Student Engagement Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-16, RATIFY Amendment to Agreement with KLS Design

Included in the Board binders is an amendment to the agreement between the Extended Learning Department and KLS Design. KLS Design will provide digital arts-based enrichment opportunities for students in the after-school program. In order to provide students with the appropriate enrichment, KLS Design will need to amend its agreement to cover the cost of specialized equipment that will be utilized. This amendment will ensure all students in the after-school program are at a one-per-one ratio with the needed equipment.

A. CONSENT AGENDA – continued

The original agreement of \$423,430 will provide services for up to 1,000 after-school program students. Amending the contract to a new total of \$538,430 will ensure all 1,000 students have the proper equipment. The agreement will increase by \$115,000, which brings the new contract total to \$538,430. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$538,430 are available in the Extended Learning Expanded Learning Opportunities Program Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-17, RATIFY Amendment to Agreement with Teocalli Cultural Academy

Included in the Board binders is an amendment to the agreement between the Extended Learning Department and Teocalli Cultural Academy. Approval is requested for the amended service agreement. Teocalli Cultural Academy provided summer camp opportunities for 194 students from July 10, 2023, through July 28, 2023. Their original agreement was to provide services to 180 students; however, due to high student and family interest, they agreed to increase their services to accommodate all students who signed up. There were an additional 14 students not accounted for in the original agreement during the Summer Camp in July. The original contracted amount was \$70,740. The total amount is \$76,242, to cover an additional 14 students. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$76,242 are available through the Extended Learning Expanded Learning Opportunities Program Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-18, RATIFY Amendments to Agreements for Extended Learning Programs

Included in the Board binders is a request for approval for amended service agreements between the Extended Learning department and their community-based partners. The following partners increased their roster and/or service sites to accommodate students who wanted to participate: Ma Joydee Vicencio Padua was originally to serve up to 40 students but accommodated an additional 4 students to ensure there were no waitlisted students for her camp. The vendor served a total of 44 students. California Arts Academy was originally to serve up to 288 students but increased its roster by 35 to accommodate all waitlisted students. The vendor served a total of 323 students during the summer. Moreno Institute LLC was originally to serve up to 35 sites during summer but due to a shortage of staffing, they increased the sites served to 43. Andrea Torres was originally to provide mural instructions to 20 sites but due to high demand, she provided her instructional services to an additional school site and ended up serving 21 sites total. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$414,932 are available in the Extended Learning Expanded Learning Opportunities Program Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A. CONSENT AGENDA – continued

A-19, RATIFY Change Orders

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

Bid 22-01, Addams Elementary School Building Additions and Modernization
Change Order 10 presented for ratification: \$130,725

Bid 22-40, Hoover High School Library Modernization
Change Order 4 presented for ratification: \$63,369

Bid 23-08, Yosemite Middle School Classroom Modernization and Interim Housing
Change Order 2 (Classroom Mod) presented for ratification \$-73,004

Bid 23-15 Section A, Holland and Wishon Elementary Schools Heating,
Ventilation, Air Conditioning Energy Management Replacement Project
Change Order 1 presented for ratification \$-49,801

Bid 23-15 Section B, Del Mar and Roeding Elementary Schools Heating,
Ventilation, Air Conditioning Energy Management Replacement Project
Change Order 1 presented for ratification \$-48,548

Bid 23-58 Section A, Exterior Painting at Various Sites, Ayer Elementary School
Change Order 1 presented for ratification: \$8,400

Bid 23-58 Section C, Exterior Painting at Various Sites, Vinland Elementary School
Change Order 1 presented for ratification: \$4,800

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$207,294 are available in the Measure M Fund for Bids 22-01, 22-40, and Bid 23-58 Sections A and C, and \$73,004 will be credited to the Measure M Fund for Bid 23-08 and \$98,349 will be credited to the Elementary and Secondary School Emergency Relief III Federal Funds for Bid 23-15. Contact person: Paul Idsvoog, telephone 457-3134.

A-20, RATIFY the Filing of Notices of Completion

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

Bid 23-59A, Exterior Painting at Various Sites, Ayer Elementary School
Bid 23-59C, Exterior Painting at Various Sites, Vinland Elementary School
Bid 23-59D, Exterior Painting at Various Sites, Storey Elementary School

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

***6:30 P.M.**

B-21, HOLD a Public Hearing and ADOPT Resolution in the Matter of Sufficiency of Instructional Materials

Included in the Board binders is a Resolution in the Matter of Sufficiency of Instructional Materials. The governing Board of each district is required to hold a public hearing and adopt a resolution stating whether each pupil, including English Learners, has standards-aligned textbooks and instructional materials in these subject areas; English Language Arts, Mathematics, History/Social Science, Health in grades seven through twelve, Foreign Language in grades seven through twelve, and science equipment in grades nine through twelve. A survey to determine sufficient instructional materials at each school site was administered to all schools (Transitional kindergarten through grade twelve). The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

***6:40 P.M.**

B-22, PRESENT and DISCUSS the California Assessment of Student Progress Results, Data Analysis, and Next Steps

Staff will present the results of the 2022/23 California Assessment of Student Progress (CAASP) results with an analysis for areas of improvement, highlights of bright spots, and goal setting to reach the targets for the 2023/24 school year. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Deputy Superintendent, Misty Her, telephone 457-3633.

C. RECEIVE INFORMATION & REPORTS

No items received 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, OCTOBER 04, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 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.

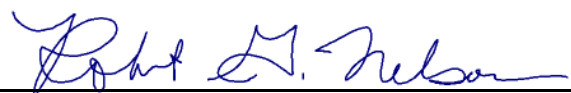
PREPARED BY: Manjit Atwal

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

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.





Fresno Unified School District

Date: September 27, 2023

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 2023-2024.

ELECTIONS

Certificated Personnel

1041784	Aguirre	Tiffany	Teacher, Elementary	Hamilton School	8/11/2023
1079299	Alvarez Guzman	Isabel	Teacher, Senior High	Mclane High School	7/31/2023
1084119	Burgos	Brittney	Nurse	Health Services	9/5/2023
1084129	Carbajal	Jocelyna	Nurse	Health Services	8/28/2023
1066863	Jones	Antione	Teacher, Vocational Education	Edison-Computech 7-8	9/1/2023
1060895	Joy	Alenya	Teacher, Vocational Education	Bullard High School	8/24/2023
1084267	Mason	Disney	Nurse	Health Services	9/18/2023
1079358	Moua	Choua	Teacher, Elementary	Mccardle Elementary	8/9/2023
1070684	Murrill	Roslyn	Teacher, Elementary	Hamilton School	8/9/2023
1061133	Osle	William	Teacher, Middle School	Fort Miller Middle School	9/11/2023
1071073	Rauch	Kelly	Teacher, Middle School	Terronez Middle School	8/29/2023
1010842	Reyes	Estella	Tutor	Winchell Elementary	8/14/2023
1067760	Segoviano	Brenda	Teacher, Autistic, Sdc	Ericson Elementary	8/1/2023
1084270	Sullivan	Dylan	Teacher, Music, Elementary	Music/Visual and Perform Arts	9/11/2023
1084269	Therampilly	Alexis	Teacher, Senior High	Bullard High School	9/11/2023
1080092	Yang	Pa	Teacher, Child Dvlpmt Ctr	Scandinavian Child Dev Center	8/22/2023

Classified Personnel

1079404	Alcantar	Martin	Assistant, Campus Safety	Roeding Elementary	8/28/2023
1079290	Barba	Maria	Paraprof, Instructional Asst	King Elementary	8/16/2023
1082257	Carter	Elijah	Paraprof, Mild/Moderate	Scandinavian Middle School	8/9/2023
1082832	Castaneda	Jasmine	Paraprof, DHH Sign	Norseman Elementary	8/9/2023
1081502	Ceballos	Santino	Secretary I	Charter Office	8/31/2023
1082958	Cota	Freddie	Assistant, Campus Safety	Lowell Elementary	9/6/2023
1084208	Cox	Nadia	Paraprof, Bilingual Spanish	Lincoln Elementary	8/31/2023
1079340	De la Cruz	Beth	Paraprof, Instructional Asst	Vinland Elementary School	8/21/2023
1080843	Feagin	Donald	Assistant, Campus Safety	Turner Elementary School	9/15/2023
1083488	Fesili	Tufue	Paraprof, Moderate/Severe	Mclane High School	8/9/2023
1065452	Flemming	Christiansen	Assistant, Campus Safety	Bullard High School	9/5/2023
1067367	Gamez	Mariah	Paraprof, Moderate/Severe	Ericson Elementary	8/16/2023
1073747	Garcia	Lucia	Paraprof, Moderate/Severe	Muir Elementary	8/24/2023
1062753	Henry	Elijah	Assistant, Campus Safety	King Elementary	8/31/2023
1084209	Her	Houa	Lead, After Schl/Ext Day	Robinson Elementary	8/25/2023
1075871	Jackson	Jestin	Assistant, Campus Safety	Mayfair Elementary	9/7/2023
1084192	Johnson	Sharon	Nutrition Services Assistant	Nutrition Services	8/23/2023
1045796	Joyce	Shikelia	Specialist, Hum Res Data II	Human Resources	9/5/2023
1063097	Kong	Soua	Paraprof, Moderate/Severe	Muir Elementary	9/13/2023
1079535	Lara	Jose	Assistant, Campus Safety	Kratt Elementary	8/11/2023
1083663	Ledesma Gonzalez	Rocio	Nutrition Services Assistant	Nutrition Services	8/16/2023
1082795	Lujan	Thai	Assistant, Campus Safety	Hoover High School	8/10/2023
1074609	Madrigal	Maiah	Assistant, Resrce Cnslg	Turner Elementary School	9/13/2023

1084227	Maravilla	Maria	Paraprof, Instructional Asst	Kratt Elementary	9/5/2023
1084265	Marin Munoz	Maritza	Lead, After Schl/Ext Day	Olmos Elementary	9/5/2023
1078628	Marquez Cunningham	Taylor	Lead, After Schl/Ext Day	Fort Miller Middle School	8/11/2023
1080016	Mcneal	Carrie	Assistant, Campus Safety	Ayer Elementary	8/11/2023
1084333	Melo	Rick	Nutrition Services Assistant	Packaging Center	9/5/2023
1084212	Ordaz	Victor	Paraprof, Mild/Moderate	Columbia Elementary	8/31/2023
1084261	Panday-Roa	Shanelle	Nurse, Vocational License	Health Services	9/5/2023
1080588	Patlan	Jalyssa	Paraprof, Moderate/Severe	Hamilton School	8/14/2023
1083404	Perez Ruiz	Sandra	Lead, After Schl/Ext Day	Lane Elementary	8/16/2023
1078484	Ramirez Trujillo	Sabrina	Paraprof, Instructional Asst	Norseman Elementary	8/16/2023
1084203	Ramirez-Vasquez	Daisy	Lead, After Schl/Ext Day	Kirk Elementary	8/16/2023
1077603	Raper	Kellie	Paraprof, After Schl/Ext Day	Roeding Elementary	8/14/2023
1080135	Rodriguez	Andrea	Technician, Budget I	Nutrition Services	8/16/2023
1084335	Romero Hernandez	Jessica	Lead, After Schl/Ext Day	Burroughs Elementary	9/13/2023
1084199	Scott	Korie	Lead, After Schl/Ext Day	Terronez Middle School	8/29/2023
1080864	Tapia	Franki	Lead, After Schl/Ext Day	Ahwahnee Middle School	8/22/2023
1081474	Torres	Christina	Assistant, Resrce Cnslg	Malloch Elementary	9/14/2023
1084159	Vang	Hue	Administrator, Database	Technology Services	9/11/2023
1080202	Waller	Omar	Assistant, Campus Safety	Figarden Elementary	9/1/2023
1083482	Xiong	Peter	Paraprof, Mild/Moderate	Kings Canyon Middle School	8/9/2023
1081408	Yang	Cheng Kou	Custodian	Jefferson Elementary	9/12/2023

Management Certificated

1061844	Coronado	Deseree	Clinical School Social Worker	Prevention And Intervention	9/5/2023
1084266	Lopez	Priscilla	Clinical School Social Worker	Prevention And Intervention	9/5/2023
1084229	Montez	Beatriz	Clinical School Social Worker	Project Access	9/5/2023
1084252	Ruiz	Rosio	Clinical School Social Worker	Project Access	9/5/2023
1084326	Stemple	Lauren	Psychologist, School	Special Ed	9/13/2023
1084330	Thao	Sarah	Clinical School Social Worker	Project Access	9/18/2023

Management Classified

1084381	Lilles	Connor	Manager, Project (General)	Technology Services	9/25/2023
1084216	Rubio	Erika	Occupational Therapist	Special Ed	8/14/2023

RESIGNATIONS OR RETIREMENTS

Certificated Personnel

1083894	Gibson	Marquisha	Nurse	Health Services	9/13/2023
1066863	Jones	Antione	Teacher, Vocational Education	Edison-Computech 7-8	8/31/2023
1045994	Kelly	Lori	Teacher, Elementary	Pyle Elementary	9/8/2023
1079346	Miller	Grace	Teacher, Senior High	Hoover High School	9/14/2023
1050987	Pullen	Grant	Teacher, Gate	Manchester Gate	9/20/2023
1066766	Ramirez	Yolanda	Teacher, Autistic, Sdc	Greenberg Elementary	9/14/2023
1084053	Sandate	Hilario	Teacher, Vocational Education	Fresno High School	8/23/2023
1071444	Willis	Mckyle	Teacher, Middle School	Terronez Middle School	9/12/2023

Classified Personnel

1074748	Bautista	Elizabeth	Paraprof, Moderate/Severe	Ayer Elementary	8/9/2023
1061908	Breazell	Brandon	Assistant, Campus Safety	Phoenix Acad Elementary-Dcdds	8/15/2023
1079756	Chiles	Nathaniel	Assistant, Noontime	Holland Elementary	9/12/2023
1062805	Contreras	Julian	Assistant, Campus Safety	Tioga Middle School	8/28/2023
1048770	Cruz	Ramon	Custodian	Vang Pao Elementary	6/30/2023
1081772	Hernandez	Evelyn	Paraeducator, Soc Emot Intv	Tioga Middle School	9/29/2023
1063653	Lucatero	Arnulfo	Custodian	Yokomi Elementary	9/15/2023

1036875	Moua	Lorseng	Plant Coordinator I	Leavenworth Elementary	8/31/2023
1078155	Tamayo	Danay	Assistant, Noontime	Jackson Elementary	7/31/2022
1080097	White	Patricia	Nutrition Services Operator	Nutrition Services	9/22/2023

Management Certificated

1027604	Froese-Loewen	Leslie	Manager III	Campus Culture	8/3/2023
1069187	Gallardo	Patricia	Counselor, School	Fort Miller Middle School	9/7/2023
1041610	Perez-Luna	Christina	Psychologist, School	Guidance & Psychological Svcs	9/22/2023
1022333	Rivas Martinez	Valerie	Principal III, Spec Assign	Summer School Administration	10/17/2023
1066645	Gallmann	Mindy	Nurse, Vocational License	Health Services	8/1/2023
1084066	Luna Rubalcava	Stephanie	Nurse, Vocational License	Health Services	9/11/2023

Management Classified

1080522	Cummings	George	Manager, Facilities Project	Facilities Mgmt & Planning	10/4/2023
1071074	Krejcik	Kirsten I.	Counselor	Prevention And Intervention	9/21/2023

DISMISSAL

1049501	Washington	Michael Jr.	Assistant, Campus Safety	Hamilton School	9/19/2023
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LEAVE REQUEST

Certificated Personnel

1029541	Martin	Donnette	Teacher, Senior High	Mclane High School	9/4/2023
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Classified Personnel

1069619	De Luna	Sandra	Nutrition Services Assistant	Packaging Center	8/30/2023
1074952	Gutierrez	Angelina	Paraprof, Mild/Moderate	Special Ed	9/3/2023
1076028	Perez	Daniel	Technician, Program	State & Federal Programs	8/27/2023
1045704	Purvis	Eulisa	Paraeducator, Soc Emot Intv	Rata	8/31/2023
1066739	Sophamixay	Bi	Custodian	Cooper Middle School	9/24/2023

PROMOTIONS

Classified Personnel

1012515	Bejarano	Alma	Accountant I	Fiscal Services	8/24/2023
1027742	Brewer	Tonya	Assistant, Campus Safety	Edison High School	8/11/2023
1070604	Cuevas Garcia	Roseanna	Secretary II	Summer School Administration	8/9/2023
1049234	Escalera	Amanda	Secretary, Administrative I	State & Federal Programs	8/22/2023
1070335	Franco	Stephanie	Paraeducator, Autism	Holland Elementary	8/9/2023
1012523	Fries	Lisa	Technician, Program	Gifted And Talented Ed Office	8/28/2023
1064581	Gorthy	Joshua	Assistant, Campus Safety	Independent Study	8/11/2023
1050716	Kapina	Robert	Paraeducator, Community Based	Terronez Middle School	8/22/2023
1073488	Lau	Her	Accountant I	Fiscal Services	8/23/2023
1073207	Mahil	Jatinder	Nutrition Serv Sr Assistant	Nutrition Services	9/11/2023
1053243	Rodriques	Tori	Paraeducator, Autism	Bullard High School	9/5/2023
1076473	Ruiz	Alyssa	Manager, Department Office	Grants Office	9/1/2023
1017652	Serna	Yolanda	Secretary II	Music/Visual and Perform Arts	8/16/2023
1073084	Villanueva	Monica	Assistant, School Office	Addicott	8/21/2023
1048001	Yang	Moua	Accountant I	Fiscal Services	8/23/2023

Management Classified

1049072	Anderson	William	Manager II, Maint & Oper Serv	Maintenance And Operations	7/19/2023
1069822	Corona	Carlos	Coordinator I, Community Schools	Birney Elementary	9/19/2023
1006423	Dewitt	Edward	Administrative Analyst, REA	Research Evaluation & Assessmt	8/11/2023
1074963	Garcia	Arturo	Coordinator I, Community Schools	Holland Elementary	9/19/2023
1049993	Salas	Ramiro	Manager II, General	Transportation	9/7/2023

Management Certificated

1074539	Hawkins	Stephen	Advisor, Guidance and Learning	Edison-Computech 7-8	9/20/2023
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1070624	Madrigal Urone	Nancy	Counselor, Head	Chavez Facility/ Equipment College Readiness	8/28/2023
1039469	Rivera	Daniel	Vice Principal I	Burroughs Elementary	8/21/2023
1050497	Santiago	Vrisque	Vice Principal I	Sunset Elementary	9/11/2023
1045068	Snowden	Robin	Vice Principal I	Kirk Elementary	8/28/2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

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 Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the September 13, 2023, Board of Education regular meeting.

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

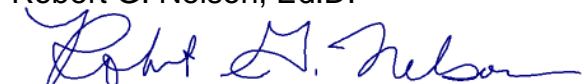
PREPARED BY: Ambra O'Connor

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

CABINET APPROVAL: Ambra
O'Connor, Chief of Staff

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







BOARD OF EDUCATION
REGULAR MEETING
2309 TULARE STREET
BOARD ROOM, 2nd FLOOR
FRESNO, CA 93721
board.fresnounified.org

MINUTES – BOARD OF EDUCATION REGULAR MEETING

Fresno, California
September 13, 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 September 13, 2023, there were present Board Members Cazares, Davis, Jonasson Rosas, Levine, Clerk Wittrup, and Board President Islas. Superintendent Dr. Nelson was also present.

For the record, Board Member Thomas participated from the teleconference location as follows: Marriot Marquis, 2121 S. Prairie Avenue, Chicago, Illinois 60616, open to the public; and, pursuant to Government Code Section 54953 (B)(2), all action taken during this teleconferenced meeting was by roll call vote.

Board Clerk Wittrup CONVENED the Regular Board Meeting at 4:40 p.m.

OPPORTUNITY for Public Comment on Closed Session Items

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

Board Clerk Wittrup ADJOURNED the Regular Board Meeting to Closed Session at 4:41 p.m.

Board Member Davis arrived at 4:42 p.m.

Board Member Thomas arrived at 4:43 p.m.

Board President Islas arrived at 5:08 p.m.

For the record, Closed Session extended to 6:40 p.m.

For the record, Closed Session extended to 6:50 p.m.

Board President Islas RECONVENED the meeting to Open Session at 6:58 p.m.

Reporting Out of Closed Session

- On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board acted in Closed Session on a Workers' Compensation claim for Raymond Mata, Case No. WC21-0121-5211, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Levine, the Board acted in Closed Session on a Workers' Compensation claim for Grace Rodriguez Ornelas, Case No. WC21-1101-6083, by a roll call vote of 6-0-0-1 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, and Board President Islas. ABSENT: Board Clerk Wittrup.
- On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas the Board acted in Closed Session to promote Karen Streich-Rodgers to Principal II at Lane Elementary School, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Member Levine the Board acted in Closed Session to promote Rachael Maciel to Executive Officer, School Leadership, by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.
- On a motion by Board Member Davis, seconded by Board Clerk Wittrup, the Board acted in Closed Session to promote Melissa Jones to Executive Officer in Prevention and Intervention by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

PLEDGE OF ALLEGIANCE

Bryan Wells led the Flag Salute.

ACKNOWLEDGE the 2023/24 Student Advisory Board Representatives

The Board and Superintendent acknowledged the 2023/24 High School Student Advisory Board Representatives and provided the students with an opportunity for introductions.

HEAR Report from Superintendent

- Good evening and welcome to all joining us here in the board room and online this evening. I need to start tonight's remarks on a somber tone as last week was an incredibly tough week. One week ago, 11 of our students were hit after school by an out-of-control vehicle while waiting at the FAX bus stop across the street from Roosevelt High School. We're so incredibly grateful that all students will be okay, but the physical injuries were not minor, and the emotional injuries are immeasurable. We still have a few students in the hospital, and I ask that everyone keep our Roosevelt family in their thoughts. The following day, as one of our Birney mothers walked her four children to school, she and one of her children were hit by a car as well. Again, we're grateful that both our Birney mom and student will be okay but that does not take away the harm both physically and mentally. Please keep our Birney family in your thoughts as well. Let me be clear – this is NOT okay, and it should NOT be normal or common around our schools. I am so disheartened by how often our children and families are being victimized by unsafe driving in our community. PLEASE drive safely, slowly, and attentively around our schools. PLEASE share the message with others as we need our entire community to be with us in this effort. Our kids DESERVE to be safe coming and going from schools – PERIOD.
- In positive news, our Every Child Is A Reader initiative is officially underway! After our task force meetings last spring, our school site leaders have been working within their regions to create their individualized regional literacy plans, designed to meet their unique students where they are. Plans have been co-created by school site leaders, community partners, families, and district staff with input from our Fresno Unified Trustees as well. Each regional literacy plan is designed under the same districtwide parameters but is built by the leaders themselves ensuring autonomy and buy-in by the most important stakeholders on the front end – instead of a top-down, one-size-fits-all approach. Principals in the Fresno High region presented on Monday to district leaders and Trustee Levine, and all other regions will present to their regional trustee and district leaders next week. During these meetings, I along with the trustee and other leaders are able to provide feedback on the plans prior to finalizing and implementing this year. Not only is the Instructional Division supporting the regions in building their Every Child Is A Reader literacy plans, but they also brought their team together this past weekend to build coherence and clarity around their shared vision and to become an even higher-functioning team. Leaders walked away from the weekend building stronger relationships, identifying strengths and needs, and agreeing upon priorities and next steps. All of this work gives me confidence to know this is going to be one of our best academic years yet!
- Last week we completed the fact-finding process with the Fresno Teachers Association (FTA). We started the week with two full days of mediation and had hope that we might be able to reach an agreement, but unfortunately that was unsuccessful. On the third day the traditional fact-finding hearing was held with presentations from both FTA and our district team.

HEAR Report from Superintendent - continued

Now we await the neutral fact-finding report which will then be made public. We continue to meet with FTA in the meantime and hope that the release of the report will be another opportunity to reach an agreement. Nonetheless, we look forward to the release of the report as we are confident the report will show our staff and community how hard we have worked to come to a mutually beneficial agreement with our Fresno Teachers Association. Just a few facts I want to be clear as we continue our negotiations as I know there is some confusion amongst staff and our community.

- First, we will continue to do everything we can to avoid a strike, and if one does become reality, we are prepared to ensure our schools stay open, safe, and full of learning. No school days will be missed, and we will not be extending the school year to make up for any days that teachers choose to strike.
- No one's health benefits are being cut. Let me say that again – **NO ONE'S HEALTH CARE BENEFITS ARE BEING CUT**. In fact, our benefits continue to improve with our JHMB team negotiating to provide 100% district paid coverage starting January 01, 2024.
- Our offer to FTA will take the average teacher BASE salary to a little more than \$100,000 per year.
- Our total compensation package for teachers is the highest in the Central Valley, and our teachers reach the top of the salary schedule faster than other districts meaning their lifetime earnings are greater.
- We value our teachers and we're proud of the offer we've made to ensure they remain some of the best compensated and supported teachers around.
- Let me finish up with a few shout-outs and congratulations:
 - Shoutout to our business services team who received the Meritorious Budget Award from the Association of School Business Officials International! The team received the prestigious award for the 2023-2024 fiscal year, specifically recognizing their excellence in budget presentation including their fantastic Budget Book.
 - Congratulations are in order for Amanda Harvey, our Nutrition Services Director, who has been shortlisted for the California Food for California Kids innovation award! Amanda will be recognized at the California Farm to School Network Conference in October for her work in expanding the Farm to School program in the Central Valley.
 - I'm so proud of our Parent University who is a finalist for the California School Boards Association Golden Bell Award this year! Just this morning we had our validation visit, showing our CSBA representative our amazing Family Engagement Hours and Family Leadership Academies in action. With Parent University's overhaul and revamp last school year, they were able to serve 4 times more families than any other single year in their 15 years of existence. Let's take a quick look at this video showcasing the Bullard Regional Family Engagement Event they put on just last week!

HEAR Report from Superintendent - continued

- Way to go Parent University team! I can't wait to see you recognized at the CSBA fall conference in November.
- Congratulations to our five Roosevelt students who took top spots in the One Voice – The Spirit of 9/11 art and poetry contest. Junior Mary Vasquez and freshman Cindy Parra, taught by Josephine Allen, placed in the top three in the art category. The three top winners in the poetry category were juniors Ger Thao, Katherine Calloway, and Meridian Yang, taught by Sophia Norman. All five students will receive \$1,000 scholarships. Way to go!
- Congratulations to Yaslin Carrasco from Edison High School and Isabella Gallegos from Bullard High School who won \$1,000 Latina Women's Conference Scholarship Awards! Proud of you Yaslin and Isabella!
- Last but not least, Congratulations to Enrica Torres, RSP teacher at Leavenworth Elementary School, who received a \$1,000 grant from Lee's Air, Plumbing and Heating! Good work Enrica!

BOARD/SUPERINTENDENT COMMUNICATIONS

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

Member Davis: Shared an invite for tomorrow night to Sunnyside Stadium for youth football. Commented on looking forward to the Sunnyside region literacy kickoff. Shared excitement that Parent University is a finalist for the California School Boards Association Golden Bell award.

Clerk Wittrup: Thanked Superintendent for comments made to the community pertaining to traffic around school campuses and keeping students safe. Thanked Maiyer Vang and staff at Parent University, the Bullard Principal, staff, students, parents, and vendors for their participation in making the Tenaya Area Family Engagement Night a tremendous success. Thanked Patrick Jensen regarding a confidential board communication regarding legal fees to Davis Moreno and urged the district to get out of the lawsuit as soon as possible so that money can be used for students.

Member Jonasson Rosas: Echoed remarks of Superintendent regarding safety around schools. Commented that her heart goes out to all students in the Roosevelt community. Shared her appreciation for the city replacing the bus stop and looks forward to collaborating with them regarding busy corridors around schools, and pedestrian safety. Provided a shout out to Parent University and the district budget team for their success; as well as a shoutout to supporters of The Foundation for Fresno Unified Schools. Commented on a board communication pertaining to dual enrollment and requested a list of courses. Commented on a board communication pertaining to changing tables, and requested all schools be equipped with the same equipment with lift, not based on selection criteria, would like to ensure that as things change the equipment is in place to meet as many needs as possible.

BOARD/SUPERINTENDENT COMMUNICATIONS

Member Levine: Thanked Superintendent for mentioning the meeting on Monday where principals from the Fresno High region presented to district leaders, and thanked Natasha Baker, Ed.D., for the invitation to attend a planning meeting for Every Child A Reader. Shared excitement for the initiative as well as being impressed with the plan and the buy in, the personalized way it is being done. Shared information of a huge opportunity for people to see Heather McGhee, author of, *The Sum of Us: What Racism Costs Everyone and How We Can Prosper Together*, on Wednesday, September 27, 2023, at Fresno High School's Royce Hall.

Member Cazares: Thanked teachers, administrators, staff, and food service workers for their hard work involved in starting a new school year. Thanked ground keepers for keeping green spaces green, and maintenance workers for their work. Member Cazares made a request for someone to visit sites in the early mornings or late evenings to check sprinklers.

President Islas: Commented on safe routes to school, and the district experiencing an exponential increase in traffic incidents, including a fatality. Shared, students deserve more than thoughts and prayers and there is more to do. Commented on the need for our city and county leaders to implement traffic calming measures that will force traffic to slow down, and what we have seen is a failure in our city and county counterparts to prioritize our students' safety.

President Islas commented she would like to see the district pay to have crossing guards at all district schools. Shared it is important the district adequately resource for crossing guards, and the district does not do enough to educate people and parents on safety. Commented she is asking for more than a public service announcement, is asking we engage actively with elected officials. Shared examples of things other districts do from which Fresno Unified can learn. Reiterated that she is saddened by the injuries and loss and wants to see the district and community do more. President Islas requested an update on the safe routes to schools' assessment. Commented on the need for city leaders as oversight of infrastructure resources to do more.

Shared, Leavenworth Elementary School had a fantastic Family Literacy Night, McLane High School held their 5th food distribution with twenty-five students who volunteered and the next food distribution day will be October 07. Shared Mayfair will celebrate Mexican Independence Day on September 16, and tomorrow Hidalgo will be visited by the Mexican Consulate.

President Islas is remaining hopeful that all parties will reach a mutually acceptable resolution during negotiations, and requested all questions be directed to the Superintendent.

OPPORTUNITY for Public Comment on Consent Agenda items

For the record, the Board received two requests to address the Board on the Consent Agenda. The individual's name and a summary of topic are as follows:

1. Bob Mitchell: Thanked the Board and Superintendent for the painting of Edison High School. Shared concern regarding the wording of the agenda item specifically to the artwork. Commented on concerns of lack of transparency.
2. Debbie Darden: Shared concerns pertaining to the painting of Edison High School and the murals on site.

On a motion by Board Member Davis, seconded by Board Member Jonasson Rosas, the Board approved the Consent Agenda except for agenda items A-6, A-13, A-17, A-19, A-21, A-27, A-31, and A-36, which were pulled for further discussion, by a roll call vote of 7-0-0-0, as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Clerk Wittrup, and Board President Islas.

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 August 09, 2023, Regular Board Meeting.

A-3, APPROVE Minutes from Prior Meeting

APPROVED as recommended, the draft minutes for the August 23, 2023, regular Board meeting.

A-4, APPROVE All 2023/24 Salary Schedules -- Classified Hourly, Fresno Teachers Association -- Trades, International Association of Machinists and Aerospace Workers Crafts Hourly, Confidential Hourly, Supervisory Hourly, Certificated and Classified Management, Nurses, Speech Language Pathologists, Teachers and Librarians, Teachers on Special Assignment,

Designated Teachers, Career Technical Ed/Vocational Ed Teachers, Junior Reserve Officers' Training Corps Instructors, Lori Ann Infant Center, Child Development Center and Pace Teachers, Adult Education, Pre-Kindergarten Teachers, and Classified Y-Rated Salary Schedule
APPROVED as recommended.

A-5, APPROVE Certificated Retiree Contract for Frances Buelna-Szabo
APPROVED as recommended, a retiree contract with certificated retiree Frances Buelna-Szabo in the amount of \$49,000. Ms. Buelna-Szabo will provide services in conducting and completing compliance psychoeducational assessments in support of various school sites for a total of 93 days.

A-6, APPROVE Employment Agreement for Patrick Jensen, Chief Financial Officer
APPROVED as recommended, an Oral Report on the Chief Financial Officer's salary and benefits presented by the Superintendent in open session as required by Government Code section 54953(c)(3). The term of the Chief Financial Officer's Employment Agreement began on January 01, 2023, and continues through June 30, 2026, unless otherwise modified pursuant to law and/or the terms of the Employment Agreement.

For the record, Superintendent, Robert G. Nelson, Ed.D., read a statement as follows:

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

Consistent with this requirement, the district is providing the following oral summary of the salary and fringe benefits as set forth in the proposed Employment Agreement between the Fresno Unified School District and Patrick Jensen, Chief Financial Officer.

- Contract Term January 1, 2023, through June 30, 2026.
- Effective January 1, 2023, the Chief Financial Officer's base annual salary is \$223,787.00, plus a 5.25% career increment for a total annual salary of \$235,536.00.
- District will contribute monthly an amount equal to the maximum annual employee elective deferral allowed under the Internal Revenue Code for a 403(b) Plan, which is \$22,500 for 2023 and adjusted annually, but excluding any catch-up contribution for employees aged 50 or older.
- Travel and Auto Allowance of \$500 per month.

- The same paid medical, dental and vision insurance coverage as other classified District management employees.

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

For the record, Board Members had comments/questions pertaining to agenda item A-6. A summary is as follows:

Member Thomas: Member Thomas commented that Patrick Jensen has been an asset as interim chief financial officer, expressed appreciation for and commended his work. Member Thomas pointed out questions have been raised if this had been a different person would they have been treated differently and if the district really conducted a thorough search to fill this position.

Member Thomas expressed appreciation for Patrick Jensen and the merit of his work.

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

A-7, APPROVE Provisional Internship Permits

APPROVED as recommended, Provisional Internship Permit recommendations to rehire or hire upon Board approval.

A-8, APPROVE Variable Term Waiver for an Administrative Services Credential Holder

APPROVED as recommended, a Variable Term Waiver for Ryan Ruschhaupt, who needs the Administrative Services Authorization until his Administrative Services credential is cleared.

A-9, APPROVE Variable Term Waiver for Bilingual Cross-Cultural, Language and Development Authorization

APPROVED as recommended, Variable Term Waiver requests for Bilingual Cross-Cultural, Language and Development Authorization for the 2023/24 school year.

A-10, APPROVE Variable Term Waiver for Career Technical Education Credential Holders

APPROVED as recommended, Variable Term Waivers for Career Technical Education credential holders.

A-11, APPROVE Waiver Request for Ryien Zambrano to Serve as a Speech Language Pathologist

APPROVED as recommended, a waiver request for Ryien Zambrano to serve as a Speech Language Pathologist.

A-12, APPROVE Agreement with Bertz-Rosa Incorporated

APPROVED as recommended, an agreement with Bertz-Rosa Incorporated and the letter of award to Fresno Unified School District from the Fresno-Madera K-16 Collaborative for the “Communication is Key” project.

A-13, APPROVE Agreement with JP Marketing

APPROVED as recommended, an agreement with JP Marketing. JP Marketing will support the Operations Department and Communications Department in a year-long public relations campaign focused on completed facilities improvements due to bond measures M, Q, and X.

For the record, Board Members had comments/questions pertaining to agenda item A-13. A summary is as follows:

Clerk Wittrup: Clerk Wittrup commented that the best public relations campaign for facility projects are the improved facilities themselves, and pointed out areas of need in the Bullard area as follows: air conditioning in both Bullard gyms, the Bullard fence, and the air conditioning unit for Starr Elementary School.

President Islas: President Islas requested the air conditioning unit in the Yosemite Middle School gym be checked as there are reports it is struggling.

Paul Idsvoog was available to provide clarity.

On a motion by Board Clerk Wittrup, seconded by Board Member Davis, agenda item A-13 was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup, and Board President Islas.

A-14, APPROVE Agreement with Lion and Fox LLC

APPROVED as recommended, is an agreement with Lion and Fox LLC for the custom development of work-based learning data collection features in the Titan Work-Based Learning platform.

A-15, APPROVE Agreement with The Fresno County Historical Society

APPROVED as recommended, an agreement with The Fresno Historical Society for a fifth-grade arts engagement trip to Kearney Park.

A-16, APPROVE Agreement with Shifting Perspectives LLC

APPROVED as recommended, an agreement with Shifting Perspectives, LLC, to provide four two-hour workshops, and a book study, to support principals’ equity-centered leadership efforts.

A-17, APPROVE Agreement with the Waterford Research Institute

APPROVED as recommended, an agreement with the Waterford Research Institute for the purpose of building literacy and learning capacity and empowering African American & Black students in learning, through direct instruction using Waterford's evidence-based and research-proven digital and print resources and activities, in connection with best-practice teaching strategies.

For the record, Board Members had comments/questions pertaining to agenda item A-17. A summary is as follows:

Member Jonasson Rosas: Member Jonasson Rosas expressed appreciation for the support material provided. Requested clarity as to how many African American preschool and transitional kindergarten aged students are enrolled with the district.

Requested clarity as to if the program will be expanded to all preschools and transitional kindergartens within the district. Member Jonasson Rosas reiterated when an agenda item is brought forward, she would like to know to which schools the item applies, and what metrics are used to measure success, will it be improvement by one grade level, what is the district expecting. Member Jonasson Rosas requested clarity as to duration of achievement monitoring and if it overlaps grade levels. Member Jonasson Rosas requested the program be run after school.

Member Thomas: Member Thomas commented that when programs run after school it takes away from extra-curricular activities and makes it difficult for students involved in sports, it is a concern if this program is only implemented at the end of the day, and she is curious to see how the program will be implemented. Member Thomas commented that this program should be mandatory at the front of the school day.

Clerk Wittrup: Clerk Wittrup requested clarity as to how this program will fit with the literacy initiative and how will students access this across regions. Emphasized unless there is strong first teaching and there are strong tier one interventions this will not work. Requested to receive a report on how the program works.

Carlos Castillo was available to provide clarity.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Davis, agenda item A-17 was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup, and Board President Islas.

A-18, APPROVE Partnership with Fresno County Cradle to Career

APPROVED as recommended, a partnership with the Cradle to Career (C2C) Partnership for Fresno County. C2C is a community wide partnership of public, private, nonprofit, and philanthropic leaders who are organizing efforts and

resources around building a shared community vision that all Fresno County youth will realize success and good health at every age, from cradle to career.

A-19, APPROVE Lease Agreement between Fresno Unified School District and the City of Fresno for Parking Garage 8, 1077 Van Ness Avenue, Fresno California, 93721

APPROVED as recommended, the Lease Agreement between Fresno Unified School District and the City of Fresno for Parking Garage 8, 1077 Van Ness Avenue, Fresno California, 93721. The agreement is to lease 230 non-exclusive parking stalls to support departments moving to the new Fulton 2011 building.

For the record, Board Members had comments/questions pertaining to agenda item A-19. A summary is as follows:

Member Jonasson Rosas: Requested clarity as to how many parking agreements the district currently has, and how much the district pays for parking. Member Jonasson Rosas asked how much it would cost the district to build a parking structure, and if it would be feasible; commented the district should be serious about owning a parking structure that could generate income, have its own security, and space for community.

Member Thomas: Requested clarity as to how many parking stalls Fresno Unified will occupy.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Davis, agenda item A-19 was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup, and Board President Islas.

A-20, APPROVE Award of Bid 24-14, Birney and Centennial Elementary Schools Heating, Ventilation, Air Conditioning Energy Management System Replacements

APPROVED as recommended, information on Bid 24-14, Birney and Centennial Elementary Schools Heating, Ventilation, Air Conditioning Energy Management System Replacements.

A-21, APPROVE Award of Request for Proposals 24-02, Family Support Services

APPROVED as recommended, information on Request for Proposals (RFP) 24-02, Family Support Services. RFP 24-02, Family Support Services is to select qualified vendors in the categories of Literacy, Social-Emotional Family Learning, Cultural Diversity and Celebration of Family Learning. Success will be measured based on family participation and through a family feedback survey on how services support student achievement.

For the record, Board Members had comments/questions pertaining to agenda item A-21. A summary is as follows:

Member Jonasson Rosas: Commented on metrics and asked how the district will determine success, requested success be tied to student achievement.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Davis, agenda item A-21 was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup, and Board President Islas.

A-22, APPROVE Award of Request for Qualifications 24-09, Event Planner Services Rebid

APPROVED as recommended, information on Request for Qualifications (RFQ) 24-09, Event Planner Services Rebid. RFQ 24-09, is to prequalify a pool of vendors to provide event planner services. The term is for a one-year period with the option to renew for four additional one-year periods and will begin September 14, 2023.

A-23, DENY Claim GL23-0616-9466

DENIED as recommended, a Claim for Damages by a minor, case GL23-0616-9466.

A-24, RATIFY Certificated Retiree Contract for Patricia Atitya

RATIFIED as recommended, a Certificated Retiree Contract with Patricia Atitya in the amount of \$50,600 to conduct initial preschool special education health evaluations at a rate of \$68.00 per hour. The term of this contract began August 15, 2023, and ends June 30, 2024.

A-25, RATIFY Certificated Retiree Contract for Nancy Harris

RATIFIED as recommended, a Certificated Retiree Contract with Nancy Harris in the amount of \$50,000. Ms. Harris will support various school sites districtwide for a total of 74 days. The term of this contract began August 10, 2023, and will end June 30, 2024.

A-26, RATIFY Certificated Retiree Contract for Arlene Rowan

RATIFIED as recommended, a Certificated Retiree Contract with Arlene Rowan in the amount of \$50,600 to conduct initial preschool special education health evaluations at a rate of \$68.00 per hour. The term of this contract began August 15, 2023, and ends June 30, 2024.

A-27, RATIFY Agreement with Ampact for Early Literacy Tutoring

RATIFIED as recommended, an agreement with Ampact for the 2023/24 school year. Ampact will provide 24 tutors to deliver targeted reading skill practice to 320 kindergarten through third-grade students at ten pilot sites. Tutors will deliver one-on-one intervention sessions for 20 minutes daily in the areas of phonological awareness, phonics, fluency, vocabulary, and comprehension skills.

For the record, Board Members had comments/questions pertaining to agenda item A-27. A summary is as follows:

Clerk Wittrup: Asked how this work fits with the literacy initiative across regions, and requested clarity as to if this work is for professional learning or student intervention. Requested if this work is only scheduled at ten schools, and something like this or better should be at all schools. Commented that tiers one and two are not negotiable.

Member Jonasson Rosas: Commented that the district has several initiatives on this agenda alone with more to come and the Return-on-Investment conversation is important. The Board is asked to make investments without really knowing proven outcomes and how success will be measured. Commented that what helps with her decision making is knowing if a program is worth investment. Requested clarity as to if the Waterford program is included in the literacy initiative.

Member Levine: Echoed Clerk Wittrup's comments and commented on making sure there is clear buy-in at the site level, but the district also needs to ensure there is a formal process, as an example, commented on the process used by community schools.

On a motion by Board Clerk Wittrup, seconded by Board Member Cazares, agenda item A-27 was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup, and Board President Islas.

A-28, RATIFY Agreement with Deborah McCoy

RATIFIED as recommended, an agreement with Deborah McCoy. Deborah McCoy will support the Department of Prevention and Intervention Men's and Women's Alliance courses at Baird Middle School with students that have been identified as needing extra support in the following areas: social and emotional learning, academic, behavioral, and mentoring.

A-29, RATIFY Addendum to Agreement with Deaf and Hard of Hearing Service Center

RATIFIED as recommended, an addendum to the agreement with the Deaf and Hard of Hearing Service Center in the amount of \$106,358. The Deaf and Hard of Hearing Service Center had an approved agreement with Fresno Unified School District in the amount of \$800,000 executed on July 01, 2022, for fiscal year 2022/23. This addendum allowed increased expenses of interpreting services that have been provided for students, parents, and employees. This addendum began May 01, 2023, and ended June 30, 2023.

A-30, RATIFY Addendum to Agreement with Supplemental Health Care, Incorporated

RATIFIED as recommended, an addendum to the agreement with Supplemental Health Care, Incorporated in the amount of \$625,000. Due to the growing demand for support, an increase in paraprofessional placements occurred. These additional paraprofessionals were deployed to support the sites with student

coverage for the remainder of the fiscal year 2022/23. The term of the addendum began May 01, 2023, and ended June 30, 2023.

A-31, RATIFY Amendment to Agreement with Runyon Saltzman Incorporated **RATIFIED as recommended**, an amendment to an agreement from Runyon Saltzman Incorporated to provide Fresno Unified with strategic advice and guidance on the best way to support communications. It involves analyzing issues through research, identifying present and future opportunities and challenges, and making recommendations to ensure accurate information is delivered to key audiences and stakeholders. The agreement amount was approved for \$14,900. The additional increase of \$35,800 increases the total agreement amount to \$50,700.

For the record, Board President Islas called a point of privilege and shared she had received text messages from several members of the community asking when they will be allowed to speak on discussion and conference items. President Islas encouraged Board colleagues to be expedient with their comments. President Islas acknowledged Closed Session ran late.

On a motion by Board Member Cazares, seconded by Board Member Levine, agenda item A-31 was approved by a roll call vote of 6-1-0-0 as follows: AYES: Board Members: Cazares, Davis, Levine, Thomas, Board Clerk Wittrup, and Board President Islas. NOES: Board Member Jonasson Rosas.

A-32, RATIFY Grant Agreement with Fresno County Superintendent of Schools **RATIFIED as recommended**, an agreement with Fresno County Early Stars Program (FCESP). FCESP will provide funding, technical assistance, and ongoing support to part-day Preschool and/or full-day Child Development Centers. The Districts Early Learning Support Specialist (Coach) will provide direct support to participating classrooms aligned with the Fresno County Early Stars (Quality Continuum Framework), but not limited to classroom observation tools and developmental screenings and assessments.

A-33, RATIFY Award of Bid 23-73R, Edison High School Exterior Painting **RATIFIED as recommended**, information on Bid 23-73R, Edison High School Exterior Painting. The project includes painting the entire campus and involves lead abatement, surface preparation, and exterior finishes. All existing art shall remain unaltered. On June 21, 2023, the Board authorized the Superintendent or Deputy Superintendent to award Bid 23-73R, Edison High School Exterior Painting and return the project for ratification. Staff recommends award to the lowest responsive, responsible bidder: Primal Paint, Inc. (San Jose, California) \$452,000.

A-34, 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 9 presented for ratification \$455,289

Bid 22-21, Francine and Murray Farber Educational Campus
Change Order 5 presented for ratification \$219,822

Bid 22-21, Sunnyside High School New Career Technical Education Health
Science Building Change Order 1 presented for ratification \$64,935

**A-35, RATIFY Purchase Orders from June 01, 2023, through June 30, 2023 –
Primary Report**

RATIFIED as recommended, information on purchase orders issued from June 01, 2023, through June 30, 2023. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

**A-36, RATIFY Purchase Orders from June 01, 2023, through June 30, 2023 –
Supplemental Report**

RATIFIED as recommended, information on purchase orders issued from June 01, 2023, through June 30, 2023. Two agenda items are presented to ratify purchase orders. The first item includes the Primary Report with all purchase orders issued during the reported dates with the exception of those that may present a potential conflict of interest for an individual Board member. All remaining purchase orders are in the Supplemental Report and presented as a second agenda item.

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

“Agenda item A-36 on tonight’s consent agenda contains purchase orders with the California Teaching Fellows Foundation and Fresno State University. I am currently employed by California State University, Fresno. I did not participate in the making of the purchase orders related to this agenda item; but, because of my employment with Fresno State I have a remote financial interest in those purchase orders. Therefore, in the interest of full transparency, I am abstaining from this vote pursuant to Board Bylaw 9270.”

On a motion by Board Member Davis, seconded by Board President Islas, agenda item A-36 was ratified by a roll call vote of 6-0-1-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Thomas, Board Clerk Wittrup, and Board President Islas. ABSENTIONS: Board Member Levine.

B. CONFERENCE/DISCUSSION AGENDA

B-37, PRESENT and DISCUSS Master Plan for English Learner Success 2023-2028

For the record, Board members had comments/questions pertaining to agenda item B-37. A summary is as follows:

Member Davis: Thanked staff for the document and commented it was useful and user friendly. Commented on the data and expressed appreciation for reclassification. Member Davis requested clarity on the extension of reclassification monitoring.

Member Levine: Requested clarity on the dual immersion expansion plan, and what further expansion plans may look like, specifically how plans relate to feeder patterns for secondary schools, not creating a situation where parents have to decide to stay in dual immersion. Member Levine shared the information requested could be provided in a board communication.

Member Cazares: Thanked staff for the presentation and for providing a hard copy for review. Thanked staff for incorporating the state's road map into the plan. Expressed appreciations for the statement that English learners are the responsibility of all. Commented on news that English learner students score better on the Smarter Balanced Assessment Consortium than English only, and asked what can be done differently for mono-language students.

Member Jonasson Rosas: Requested a board communication with a status update on the other languages within the work.

President Islas: Applauded Erica Piedra for her leadership on this work. President Islas shared that work on the English Learner Master Plan in the past had often been contentious and parents often shared feelings of being left out of the process. President Islas shared an expectation that the district continues to course correct in regard to English learners. Expressed appreciation for the exemplary work thus far and shared that whatever the language students deserve the best the district can provide and applauded the parent participation taking place.

Erica Piedra was available to provide clarity.

OPPORTUNITY for Public Comment

For the record, the Board received six requests to address the Board on agenda item B-37. The individual's name and a summary of topic are as follows:

1. Fabiola Felix: Was not present.
2. Octaviana Gonzales: Shared excitement with changes to the master plan, happy to be part of this work as this will help students with reclassification and increase their options for the future.

3. Esmeralda Dias: Expressed gratitude to the Board and English Learner Services for listening and allowing parents to be part of the work, and commented this is the first time in the Master Plan there is a focus on foster youth.
4. Lilia Becerril: Thanked Erica Piedra for help with the master plan and expressed hope the work will continue to move forward for students because they need the best education.
5. Carmen Zamora: Commented on the success of the work due to the commitment of English Learner Services making the work a priority. Commented that true, authentic family engagement took place over the summer.
6. Juana Iris Meza: Expressed gratitude to the English Learner Services Department for the invitation to participate in the update to the English Learner Master Plan. Expressed hope to continue to work in partnership to better the education system for all students in Fresno Unified.

President Islas: Requested clarity regarding comments made pertaining to a vacancy in the Instructional Superintendent position in English Learner Services. Requested Superintendent to provide a board communication pertaining to the reorganization of the department.

B-38, DISCUSS and APPROVE the 2022/23 Unaudited Actual Financial Report, 2022/23 Year-End Budget Revision and 2023/24 Gann Limit

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on agenda item B-38.

On a motion by Board Member Jonasson Rosas, seconded by Board Member Thomas, agenda item B-38 was approved by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup, and Board President Islas.

B-39, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2022-2025 School Years Negotiated Collective Bargaining Agreement between Fresno Unified School District and Service Employees International Union, Local 521 - Fresno Area Substitute Teachers Association

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on agenda item B-39. The individual's name and a summary of topic are as follows:

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, agenda item B-39 was ratified by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup, and Board President Islas.

B-40, PRESENT and ADOPT Emergency Resolution No. 24-15 in the Event of a Concerted Refusal to Work by Employees

OPPORTUNITY for Public Comment

For the record, the Board received zero requests to address the Board on agenda item B-40.

For the record, Superintendent, Robert G. Nelson, Ed.D. read a statement as follows:

On October 18, 2023, FTA members will vote to authorize a strike in the event that the District and FTA cannot resolve the negotiations for the parties 2023-2024 successor contract negotiations by September 29, 2023. It is the moral and legal responsibility of the Board to provide students, staff, and the community with safe, secure, and peaceful campuses and worksites as required by the Constitution.

The absence of a large number of employees from the District or from any work site will jeopardize the safety and security of students and cause a breakdown in the educational program, which will constitute an emergency. Education Code section 35161 permits the Governing Board (“Board”) to delegate to an officer or employee of the District any of the Governing Board’s powers and duties.

Accordingly, as the Superintendent of Fresno Unified School District, on behalf of the District’s administration, I am requesting the Board of Education to adopt this emergency strike resolution in order to ensure that schools remain open and safe with students continuing to learn in the event FTA goes on strike.

Just to be clear on what the resolution would authorize, I am providing an oral summary of the major portions of this resolution, with the entirety of the resolution to be approved in its written form.

Any actual or serious threat of a strike will impede and interfere with the normal operation of the District resulting in a legitimate emergency and the resolution declares an emergency effective immediately and lasting until the Board takes formal action to rescind this Resolution.

The resolution will authorize me as the Superintendent to take appropriate action including, but not limited to, any action:

- a. To ensure and protect the welfare, safety, and educational wellbeing of all students;
- b. To ensure and protect the welfare and safety of persons working for the District which shall include its agents, employees, representatives, and all others acting for or on behalf of the District;

- c. To protect District property;
- d. To ensure and protect the personal property of persons working for the District when such property is on District grounds; and/or
- e. To provide necessary staffing and instruction.

In the event of any actual or serious threat of a concerted employee work stoppage, all schools should remain open, and every reasonable effort shall be made to provide students with a quality educational program.

The Superintendent is directed to take and have other administrators take action against individuals who are unlawfully disrupting the educational program and other violations of the law.

All student grades given during the emergency will stand as recorded and will not be made up or modified at the end of the emergency.

In no case shall an employee participating in a work stoppage be allowed to use sick leave, personal necessity, or other leaves in collective bargaining agreements or Board policies, when it is apparent that the employee is participating or participated in any concerted refusal to work for that period.

No compensation will be paid to or on behalf of any District employee unless the Superintendent or Chief of Human Resources and Labor Relations, whose duty is to draw the warrants, is satisfied that the employee has faithfully performed all of his or her prescribed duties.

Due to the shortage of teachers in the event of a strike, any leaves for FTA members, other than those authorized herein or by law, are suspended during the period of the emergency except by special authorization of the Superintendent or my designee.

The Board authorizes the Superintendent to employ substitute teachers to be paid whatever rate I deem necessary to assure availability of substitute teachers. Such a rate shall not exceed \$500 per day unless otherwise approved by the Board.

The Board authorizes me to retain whatever additional security, transportation, food, technology, or other services which are necessary for the duration of the emergency. Such additional services may include the employment of individuals and the contracting with independent contractors which provide such services.

Students shall not be directly involved in the negotiations process during instructional time in the classroom. No employee or visitor at any school site shall discuss the progress of negotiations nor the merits or lack thereof of

any issue in negotiations with students during their instructional periods. My designee or I are authorized to secure any District property held by District employees.

The Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the schools and students.

Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

On a motion by Board Member Thomas, seconded by Board Member Jonasson Rosas, agenda item B-40 was adopted by a roll call vote of 7-0-0-0 as follows: AYES: Board Members: Cazares, Davis, Jonasson Rosas, Levine, Thomas, Board Clerk Wittrup, and Board President Islas.

OPPORTUNITY FOR UNSCHEDULED ORAL COMMUNICATIONS

For the record, the Board received three requests to address the Board during Unscheduled Oral Communications. The individual's name with a summary of topic are as follows:

1. Rene Martinez: Not present.
2. Trae Bojorquez: Commented on concerns of school library book content, specifically related to LGBTQ and gender identity.
3. Ma Pacheco: Commented on student safety at campuses and requested childcare be provided at Board Meetings.

C. RECEIVE INFORMATION & REPORTS

For the record, there were no items for the Board to receive.

D. ADJOURNMENT

Board President Islas ADJOURNED the meeting at 9:39 p.m.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

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 Agreement with Dynamic Learning Experiences LLC

ITEM DESCRIPTION: Included in the Board binders is an agreement with Dynamic Learning Experience LLC to establish a High School Precision Drone Piloting after-school program for the 2023/24 academic year.

Information Technology has been partnering with Drone Legends, a division of Dynamic Learning Experience LLC, for the last two years as part of the 21st-Century career exploration events at our Tournament of Technology.

Up to 8 high schools will start the Precision Drone Pilot after-school program as part of the first-year program implementation. The program allows students to learn how to fly drones safely using the First Person View (FPV) Initiator, a precision drone pilot training program and curriculum aligned with International Society for Technology in Education (ISTE) standards.

FPV is an increasingly popular way to pilot drones, using special goggles with screens that fully immerse pilots, much like Virtual Reality (VR) goggles. Pilots feel like they are sitting in the drone's cockpit, enabling precision flight maneuvers. It is an exhilarating experience that takes time and practice to master. Practicing FPV flight in a simulator lets students safely crash and recover an unlimited number of times in a virtual environment.

Teams will train for Unified Scholastic Drone Racing Association (USDRA) competitions towards the end of the current school year. The USDRA will launch in the winter of 2024, giving students a secure environment to compete virtually and in person in local, regional, and national tournament competitions. Fresno Unified School District and our students will be the inaugural members of the USDRA.

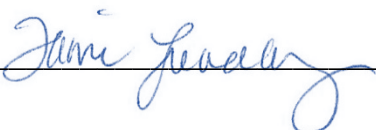
FINANCIAL SUMMARY: Sufficient funds in the amount of \$132,392 are available in the Information Technology Budget.

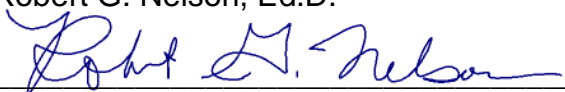
PREPARED BY: Saori Jansen

DIVISION: Information Technology
PHONE NUMBER: (559)457-3560

CABINET APPROVAL: Tami Lundberg,
Chief Technology Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31433

Vendor Number

Dynamic Learning Experiences LLC

24 Paddock Rd, Marlton NJ, 08053

Vendor Name

484-437-1152

Address

Scott Buell

Phone Number

Vendor Contact

From: 8/23/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Saori Jansen

Information Technology

559-457-3868

Name

Site/ Dept

Telephone number

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

030-0143-0885-0000-7701-5899

Annual Cost \$ 132,392.00

(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.

Yes

No

Scope of Work Summary:

Vendor to provide hardware (listed in the quote), curriculum, and training/support (in-person and virtually). Contract is to support High School after School Precision Piloting Drone Program.

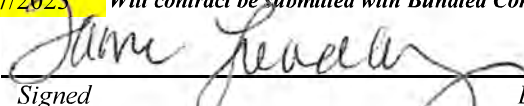
Please indicate where the work will be performed:

Work to be performed on FUSD property


Date Item is to appear on **Board of Education Agenda:** 9/27/2023
(Contracts of \$15,000.00 or more)

Will contract be submitted with **Bundled Contracts?** No

Reviewed & approved by **Cabinet Level Officer:**


Signed _____ Date 8/24/2023

Reviewed & approved by **Risk Management**


Signed _____ Date Aug 28, 2023

Reviewed & approved by **Department Head**


Signed _____ Date 8/24/2023

Please return signed agreement back to (name/email) : cheng.yang2@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0143-0885-0000-7701-5899

District Contact Person: Saori Jansen

Budget Manager Approval: _____

Contractor's Vendor Name: Dynamic Learning Experiences LLC

Contractor's Contact Person: Scott Buell

Contractor's Title: Founder & CEO

Contractor's Telephone

Number: 484-437-1152

Contractor's E-mail: scott@dronelegends.com

Contractor's Address: 24 Paddock Rd, Marlton NJ, 08053

This Independent Contractor Services Agreement is made and entered into effective 8/23/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Dynamic Learning Experiences LLC ("Contractor").

1. Contractor Services. Contractor agrees to provide

Vendor to provide hardware (listed in the quote), curriculum, and training/support (in-person and virtually). Contract is to support High School after School Precision Piloting Drone Program.

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 8/23/2023 , and shall terminate on 6/30/2024 . 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 \$132,392 per annally, not to exceed \$ 132,392.00 . Checks will be made payable to Dynamic Learning Experinces 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) No, Vendor initial here SB

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 132,392.00
- f. Other \$ 0.00

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.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 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 SB District's initials SS

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 SB 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

Contractor:

Name: Scott Buell

Address:

24 Paddock Rd
Marlton, NJ 08053

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, Chief Financial Officer

Date

CONTRACTOR

Dynamic Learning Experiences LLC



Name: Scott Buell *, Title:* Founder & CEO

08-24-2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

8/28/2023

Date

Dynamic Learning Experiences

PO Box 773
MARLTON, NJ 08053
+1 6097811876
accounts@dronelegends.com



Quote

ADDRESS

Fresno Unified School District
Purchasing Services
4498 North Brawley Ave
Fresno, CA 93722

SHIP TO

Fresno Unified School District
Purchasing Services
4498 North Brawley Ave
Fresno, CA 93722
Attn: Saori Jansen

QUOTE # 1393A

DATE 07/11/2023

EXPIRATION DATE 10/31/2023

SHIP VIA

GROUND

ITEM	DESCRIPTION	QTY	PRICE	AMOUNT
FPV Initiator	4x Orqa FPV.One Race goggles 12x Orqa FPV.Ctrl controllers 4x Orqa 65mm micro brushless quadcopters 4x 1s 380 mAh LiPo Batteries (6 pack) 8x replacement propellers (4 Pack) 4x USB to USB Type C FPV.One Race goggle battery charger 4x 6-Port USB flight battery charger 2x 10-port USB charging hubs 1x LiPo safe storage bag 12x USB to USB Type C cables 4x microSD cards - 16GB 4x microSD card reader 2x 1s LiPo battery voltage meter 2x storage trunks 10x mini arch gates 6x race flags 2x race cubes 1x floor indicators (60 pack) 1x 1000 ft. measuring wheel 2x stopwatches 100x USDRA league stickers 3x Coach's Playbooks 3x Educator one-year license to access Drone Legends LMS - FPV Initiator Curriculum 24x Student one-year license to access Drone Legends LMS - FPV Initiator Curriculum	8	12,499.00	99,992.00
FPV Initiator	Technical training on-site at FUSD location. Includes travel expenses for up to three consecutive days in Fresno.	1	5,500.00	5,500.00

ITEM	DESCRIPTION	QTY	PRICE	AMOUNT
FPV Initiator	Live technical support by videoconference up to 4 hours per school day for the 2023-2024 academic year. FUSD to provide support schedule requirements prior to program commencement.	1	24,500.00	24,500.00
Professional Development Training	No additional charge. Unlimited access to scheduled training sessions by videoconference.	1	0.00	0.00

Please submit purchase orders to orders@dronelegends.com.

SUBTOTAL	129,992.00
SHIPPING	2,400.00
TOTAL	\$132,392.00

Accepted By

Accepted Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

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 Agreement with Marjaree Mason Center

ITEM DESCRIPTION: Included in the Board binders is an agreement with the Marjaree Mason Center. Marjaree Mason Center staff will train one advisor and up to two student ambassadors for the “kNOw MORE” program on each high school campus. The “kNOw MORE” program is focused on building a culture of trust and support on campus, as well as empowering youth to build healthy relationships. The advisor training is tailored to teach students about dating abuse and how best to help their students.


FINANCIAL SUMMARY: Sufficient funds in the amount of \$77,000 are available in the Student Engagement Budget.

PREPARED BY: Marie Williams, Ed.D.

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

21826

Vendor Number

Marjaree Mason Center

Vendor Name

559 237-4706

Phone Number

From: 9/28/2023

Term (Duration)

FUSD Contract Administrator:

Leticia deSantiago

Name

1600 M Street

Address

Nicole Linder

Vendor Contact

Through: 6/6/2024

Student Engagement, G2

Site/ Dept

559 457-3476

Telephone number

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

030-0675-0655-1110-2100-5110

Annual Cost \$77,000

(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.

Yes

No

Scope of Work Summary:

Adult learning, club sponsor support, and student training to develop student clubs that promote healthy relationships through the kNOW MORE education and prevention programs on high school campuses.

work will be performed in person on site

Please indicate where the work will be performed:

Choose Best Description

Date Item is to appear on **Board of Education Agenda:** 09/27/23
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

7/26/2023

Routing Order:

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

Bryan D. Wells

[Signature]

Jul 26, 2023

Signed

Date

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

N. B...

8/7/2023

Signed

Date

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

[Signature]

8/9/2023

Signed

Date

Leticia deSantiago leticia.desantiago@fresnounified.org

Please return signed agreement back to (name/email) : ~~XXXXXXXXXX~~



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-0675-0655-1110-2100-5110

District Contact Person: Leticia deSantiago

Budget Manager Approval: Bryan J. Wells

Contractor's Vendor Name: Marjaree Mason Center

Contractor's Contact Person: Nicole Linder

Contractor's Title: CEO

Contractor's Telephone

Number: 559 237-4706

Contractor's E-mail: nicole@mmcenter.org

Contractor's Address: 1600 M Street

This Independent Contractor Services Agreement is made and entered into effective 9/28/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Marjaree Mason Center ("Contractor").

1. Contractor Services. Contractor agrees to provide

Adult professional development, club sponsor support, and student training to develop student clubs that promote healthy relationships through the kNOW MORE education and prevention programs on our campuses. As in past years, Marjaree Mason Center (MMC) Ambassadors will host awareness week activities at all sites. Violence is experienced in one out of three teenage relationships, so it is important that we start educating our students about these topics early. Curriculum topics include: defining caring relationships, defining dating abuse, why people abuse, how to help friends, and overcoming gender stereotypes.

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 9/28/2023 , and shall terminate on 6/6/2024 . 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 \$77,000 per contract, Not to exceed \$77,000 . Checks will be made payable to Marjaree Mason Center . 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 NL

- 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. Other \$0
- f. Total Estimated Cost (Sum of paragraphs 4 and 5a – e): \$77,000

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.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 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 NL District's initials SS

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.
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- 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.

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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 NL 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

Contractor: MARJAREE MASON CENTEI

Name: Nicole Linder

Address:

1600 M Street
Fresno CA 93721

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

Marjaree Mason Center

Nicole Linder
Nicole Linder (Jul 26, 2023 10:15 PDT)

Name: Nicole Linder *, Title:* CEO

Jul 26, 2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

8/9/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

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 Agreement with Theodore Adams dba TR3 Studios

ITEM DESCRIPTION: Included in the Board binders is an agreement with Theodore Adams dba TR3 Studios in the amount of \$49,400. TR3 Studios will design interdepartmental quarterly reports to be available for the 2023/24 school year for school site leaders. TR3 will use existing templates and design seven PowerPoint slide decks with mock data, Fresno Unified School District pictures, and regional color schemes for each. TR3 will revise slide decks according to feedback before finalizing them in editable formats. TR3 will create a new design for technical guides for the developer and the other for the end user. Technical guides are brief and user-friendly booklets of data definitions with data indicators calculations and rationale that explicitly narrate for principles (i.e., end users) and developers (i.e., data analyst) what is and is not measured as well as how and why data were used in quarterly reports. With access to disaggregated student academic and non-academic operational data delivered to principals frequently, our school site leaders will have immediate access to early warning indicators necessary to inform student level and school site decisions each quarter during the 2023/24 school year. Quarterly progress monitoring in this regard will allow for timely academic and operational course corrections.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$49,400 are available in the School Site Data and Psychometrics Budget.


PREPARED BY: Tonisha Hargrove-Williams

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31781

Vendor Number

Theodore Adams DBA TR3 Studios

5934 Big Pine Drive, Ypsilanti, MI 48197

Vendor Name

734-646-3189

Address

Theodore Adams

Phone Number

Vendor Contact

From: 9/28/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Tonisha Hargrove-Williams

Data and Psychometrics

559-457-6111

Name

Site/ Dept

Telephone number

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

060-3213-0656-1110-1000-5899

Annual Cost \$ 49,400.00

(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.

Yes

No

Scope of Work Summary:

TR3 will use existing templates and design seven PowerPoint slide decks with mock data, Fresno Unified School District pictures, and regional color schemes for each. TR3 will revise slide decks according to feedback before finalizing them in editable formats. TR3 will create a new design for technical guides for the developer and the other for the end user. Technical guides are brief and user-friendly booklets of data definitions with data indicators calculations and rationale that explicitly narrate for principles (i.e. end users) and developers (i.e. data analyst) what is and is not measured as well as how and why data were used and in quarterly reports.

Please indicate where the work will be performed:

Choose Best Description

Date Item is to appear on **Board of Education Agenda:** 09/27/23
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Cabinet Level Officer:**

Signed

9/8/2023

Date

Reviewed & approved by **Risk Management**

Signed

Sep 12, 2023

Date

Reviewed & approved by **Department Head**

Signed

9/7/2023

Date

Please return signed agreement back to (name/email) : tonisha.hargrove@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3213-0656-1110-1000-5899

District Contact Person: Tonisha Hargrove-Williams

Budget Manager Approval: *Lynda Sassano*

Contractor's Vendor Name: Theodore Adams DBA TR3 Studios

Contractor's Contact Person: Theodore Adams

Contractor's Title: Owner

Contractor's Telephone
Number: 734-646-3189

Contractor's E-mail:

Contractor's Address: 5934 Big Pine Drive, Ypsilanti, MI 48197

This Independent Contractor Services Agreement is made and entered into effective 9/28/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Theodore Adams DBA TR3 Studios ("Contractor").

I. Contractor Services. Contractor agrees to provide

Seven- Powerpoint SLides for each region- Over 1000 slides in total
Two TEchnical Guides - up to 32 pages

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 9/28/2023 and shall terminate on 6/30/2024. 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 _____ per _____, not to exceed \$49,400.00. Checks will be made payable to Theodore Adams DBA TR3 Studios. 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 TRA

- a. Lodging _____ Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals _____ Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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 service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$49,400.00
- 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.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 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 TRA District's initials THW SS

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 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 TRA District's initials THW 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

Contractor: TR3 Studios

Name: Theodore Adams

Address:

5934 Big Pine Drive, Ypsilanti, MI 48197

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, Chief Financial Officer

Date

CONTRACTOR

Theodore Adams DBA TR3 Studios



Name: Theodore Adams *Title:* Owner

9/7/2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Sep 12, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

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 Agreement with Delta Dental of California

ITEM DESCRIPTION: Included in the Board binders is a renewal agreement with Delta Dental of California. Delta Dental of California currently provides dental care services on behalf of the district's eligible active employees, retirees, and their respective dependents.

The Delta Dental group coverage plan provides for an extensive panel of dental providers throughout California, as part of its Preferred Provider Organization network. The dental plan services through Delta Dental are accessed using a self-funded model with the district responsible for all claim costs incurred, plus an administrative fee.

The renewal agreement is for a period of three years, effective October 01, 2023, through September 30, 2026. The estimated annual claims cost for Delta Dental services is \$8,748,000. The administrative fee for this agreement will remain fixed at the current rate of 5.75% of annual claim costs and is subject to annual review. The estimated annual administrative fee is \$503,000. There is also a processing fee to be part of Delta Dental for all coalition members which is \$0.18 per member, per month, with an annual amount of about \$23,000.

These dental care services are in alignment with the Joint Health Management Board's established goals and responsibilities for providing high-quality health care to active employees, retirees, and their dependents.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$9,274,000 are available in the Health Internal Service Fund.

PREPARED BY: Steven Shubin

DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Vendor Number

Delta Dental of California

560 Mission Street, Suite 1300, San Francisco, CA 94105

Vendor Name
415-972-8300

Address

Phone Number

Vendor Contact

From: 10/1/2023

Through: 9/30/2026

Term (Duration)

FUSD Contract Administrator:

Steven Shubin

Risk & Benefits Management

559-457-3539

Name

Site/ Dept

telephone number

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

670-0841-0880-0000-6000-5899

Annual Cost \$ 9,274,000.00

(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 Montoya" Act, as required therein.

Yes

No

Scope of Work Summary:

Agreement to provide access to Delta Dental network of Dentists for the district's eligible active employees, retirees, and their respective dependents.

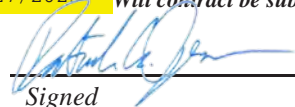
Please indicate where the work will be performed:

Work to be performed remotely in the state of California

Date Item is to appear on **Board of Education Agenda:** 09/27/2023
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

Reviewed & approved by **Cabinet Level Officer:**


Signed

9/11/2023

Date

Reviewed & approved by **Risk Management**


Signed

8/30/2023

Date

Reviewed & approved by **Department Head**


Signed

Aug 22, 2023

Date

Please return signed agreement back to (name/email): Christina Everitt

Christina.Everitt@fresnounified.org

DELTA DENTAL OF CALIFORNIA

**(A Not-for-Profit Corporation Incorporated in
California and a Member of the Delta Dental Plans
Association)**

**Home Office: 560 Mission Street, Suite 1300, San Francisco, California 94105
(Herein referred to as "Delta Dental")
415-972-8300**

Group Number 00697

IN CONSIDERATION of the application made by FRESNO UNIFIED SCHOOL DISTRICT, referred to in this Contract as "the Contractholder," and IN CONSIDERATION of payments by the Contractholder as stated in Article 3, Delta Dental agrees to provide the Benefits in Article 4 for a period of 36 months, beginning at 12:01 a.m., Standard Time, on the Effective Date, October 1, 2023, and expiring September 30, 2026, unless this Contract is terminated in accordance with Article 9. This Contract shall not renew without the express written consent of the Parties.

The following documents are attached to this Contract and made a part hereof:

Appendix A Data Sharing
Appendix B Current Dental Terminology

This Contract contains the following Articles:

Article 1	Definitions
Article 2	Eligibility
Article 3	Payments
Article 4	Benefits Provided; Limitations and Exclusions
Article 5	Maximum Amount
Article 6	Coordination of Benefits
Article 7	Conditions Under Which Delta Dental Will Provide Benefits
Article 8	Other Delta Dental Obligations
Article 9	Termination and Renewal
Article 10	Continued Coverage Option
Article 11	General Provisions

ARTICLE 1 – DEFINITIONS

These terms, when used in this Contract, mean the following:

- 1.1 **Administrator** - a third party entity designated by Delta Dental to perform administrative functions described throughout this Contract, including, but not limited to, the collection of dues and eligibility.
- 1.2 **Benefits** - those dental services that are available under the terms of this Contract as set out in Article 4.
- 1.3 **CPHCC** – California Purchasers Health Care Coalition.
- 1.4 **Contract** - this agreement between Delta Dental and the Contractholder including the attached appendices. This Contract is the entire Contract between the parties.
- 1.5 **Contract Term** - the period beginning on the Effective Date, and ending on September 30, 2026, and each subsequent yearly period during which this Contract remains in effect.
- 1.6 **Delta Dental PPO^(SM) Dentist** - a Dentist with whom Delta Dental has a written agreement to provide services at the in-network level for Enrollees in this Delta Dental PPO Plan.
- 1.7 **Delta Dental PPO Dentist's Fee** - the fee that a Delta Dental PPO Dentist has contractually agreed with Delta Dental to accept for treating Enrollees under this plan, or the Fee Actually Charged, whichever is less, for a Single Procedure.
- 1.8 **Delta Dental PPO Dentist's Prevailing Fee** - the fee for a Single Procedure that satisfies the majority of Delta Dental PPO Dentists, as determined by Delta Dental based upon confidential fee listing accepted by Delta Dental from Delta Dental PPO Dentists.
- 1.9 **Delta Dental Dentist** - a Dentist who has signed an agreement with Delta Dental or a Participating Plan, agreeing to provide services under the terms and conditions established by Delta Dental or the Participating Plan.
- 1.10 **Dentist** - a duly licensed Dentist legally entitled to practice dentistry when and where services are provided.
- 1.11 **Dependent** - a Primary Enrollee's Dependent who is eligible for Benefits under Article 2 of this Contract.
- 1.12 **Eligibility Date** - the date an Enrollee's eligibility for Benefits becomes effective under the terms of this Contract.
- 1.13 **Enrollee** - a Primary Enrollee or a Dependent who is eligible and enrolls for Benefits under Article 2 of this Contract, or a person ceasing to meet such conditions who chooses Continued Coverage as set out in Article 10, and for whom Delta Dental receives the appropriate monthly payment as set out in Article 3.
- 1.14 **Enrollee Copayment** - the portion of the Dentist's fees or allowances charged for Benefits that is the Enrollee's responsibility.
- 1.15 **Fee Actually Charged** - the fee for a particular dental service or procedure that a Dentist submits to Delta Dental on a claim form, less any portion of such fee that is discounted, waived or rebated, or which the Dentist does not use good faith efforts to collect.

- 1.16 **Participating Plan** - Delta Dental and any other member of the Delta Dental Plans Association with which Delta Dental contracts to assist it in administering the Benefits of this Contract.
- 1.17 **Prevailing Fee** – an allowance determined by Delta Dental and/or a Participating Plan for services provided by a dentist who is not a Delta Dental Dentist.
- 1.18 **Primary Enrollee** - an individual, who by their employment with the Contractholder, is eligible for Benefits under Article 2 of this Contract.
- 1.19 **Procedure Numbers** - the Procedure Numbers shown on Appendix B.
- 1.20 **Single Procedure** – a dental procedure to which a separate Procedure Number has been assigned by the American Dental Association in the current version of Current Dental Terminology (CDT). Many CDT codes are listed in Appendix B of this Contract.

For a Dentist who has signed a Delta Dental Dentist Agreement with Delta Dental of California, his or her "Usual, Customary and Reasonable Fee" for any Single Procedure is the fee that the Dentist has filed with Delta Dental and which Delta Dental has accepted. For these Dentists, the words "Usual, Customary and Reasonable" means the following:

Usual - the amount which a Dentist regularly charges and receives for a given service. If the Dentist charges more than one fee for a given service, the "usual" fee for that service is the lowest fee which the Dentist regularly charges or offers to Enrollees.

Customary - the fee is within the range of usual fees charged and received for a particular service by Dentists of similar training in the same geographic area that Delta Dental determines is statistically relevant.

Reasonable - a fee schedule is reasonable if it is "usual" and "customary." Additionally, a specific fee to a specific Enrollee is reasonable if it is justifiable considering special circumstances, or extraordinary difficulty, of the case in question.

ARTICLE 2 – ELIGIBILITY

- 2.1 Every Primary Enrollee or Dependent who meet the eligibility criteria established by the Contractholder shall be considered an "Enrollee," provided, however, that Delta Dental shall not be obligated to provide Benefits for any Primary Enrollee or his or her Dependents, unless the Primary Enrollee is reported upon the list of Primary Enrollees submitted pursuant to paragraph 2.6 of this Contract (or any revision or correction of such list), and the appropriate payment is made pursuant to Article 3 of this Contract, for the month(s) in which covered dental services were provided.

Primary Enrollees shall become eligible on the 1st day of the month following the month in which their employment or service begins.

Children may enroll for coverage as the dependent children of only one Primary Enrollee.

A Primary Enrollee may not enroll for coverage as a Dependent.

In the event both spouses are Primary Enrollees, neither may enroll as the dependent of the other.

Necessary modifications showing newly added Primary Enrollees or deleting Primary Enrollees who are no longer eligible shall be made to the list of Primary Enrollees and submitted to Delta Dental by the Contractholder on or before the tenth day of each month; provided, however, that no Primary Enrollee shall be deleted from the list unless his employment or service with the

Contractholder has terminated. Employment or service shall not be considered terminated if the Primary Enrollee is employed for less than a full year but is expected to return to his employment the following school year.

- 2.2 Dependents are the Primary Enrollee's legal spouse or domestic partner and dependent children from birth to age 26. Children who may be covered are defined by Contractholder. The Dependents of Primary Enrollees are eligible to enroll on the same date that the Primary Enrollee, of whom they are a Dependent, becomes a Primary Enrollee. Later-acquired Dependents become Dependents as soon as they acquire dependent status.

Domestic partners are defined as same or opposite sex partners who are both at least 18 years of age. You may be required to provide your employer with a copy of the Declaration of Domestic Partnership registered with the Secretary of State of the State of California.

A domestic partner is subject to the same terms and conditions as any other Dependent enrolled under this Contract.

- 2.3 A dependent child may continue eligibility if:
- a) He or she is incapable of self-sustaining employment because of a physically or mentally disabling injury, illness or condition as defined by the Contractholder;
 - b) He or she is unmarried or not in a domestic partnership;
 - c) He or she is chiefly dependent on the eligible employee for support; and
 - d) Meets the definition and requirements established by the Contractholder.

- 2.4 Dependent spouses and domestic partners in military service are not eligible.

- 2.5 Every Primary Enrollee and Dependent meeting the preceding conditions of eligibility is an Enrollee. However, Delta Dental will not provide Benefits for any Primary Enrollee or his or her Dependents unless (1) the Primary Enrollee is included on the list of Primary Enrollees submitted as required by this Article (or any revision or correction of such a list), and (2) the appropriate payment is made as required by Article 3 of this Contract, for the month(s) in which Delta Dental provides covered dental services.

- 2.6 The Contractholder will compile and furnish Delta Dental with a list of all enrolled Primary Enrollees, showing their Enrollee ID numbers, the dates of hire, and, if applicable, division codes. The Contractholder also agrees to include in the list all persons electing continued coverage under Article 10, showing their federally assigned Enrollee ID numbers and dates of election.

- 2.7 If the eligibility list has not arrived or been processed for the current month, Delta Dental will extend the prior month's eligibility list to process claims for the current month. The extension of the eligibility list does not waive in any way the requirement that the Contractholder provide an eligibility list to Delta Dental each month. The Contractholder shall pay, as set forth in Article 3, all amounts applicable for Primary Enrollees reported in the extended eligibility list.

- 2.8 Primary Enrollees who were eligible when regularly employed and who are on an approved leave of absence have the option of continuing their eligibility. Contractholder will define who is eligible based on their employment documents and collective bargaining agreements. The Contractholder's payment for those on leave will be provided as part of the Contractholder's normal payment practices and the Contractholder will continue to include such Primary Enrollee in the list of Primary Enrollees.

- 2.9 A Primary Enrollee's eligibility ends on the last day of the month in which his or her full-time employment ends, unless they choose to continue coverage under Article 10. A Dependent's eligibility ends along with the Primary Enrollee's, or sooner if the Dependent loses his or her dependent status, unless continued coverage is chosen in a timely fashion by or on behalf of the Dependent(s) under Article 10. Eligibility for such continued coverage will continue for the period required by the Option. In any event, eligibility ends immediately when this Contract ends.

ARTICLE 3 – PAYMENTS

- 3.1 Delta Dental will transmit a weekly invoice summarizing claims paid and administration charges. The weekly invoice will be transmitted by fax or e-mail to the Contractholders designated representative, CPHCC. CPHCC will initiate an electronic fund transfer to Delta Dental's bank account on behalf of the Contractholder within three business days of receiving the weekly invoice.

The Contractholder agrees to pay Delta Dental 5.75% of claims paid per week to compensate Delta Dental for its administration of the dental plan.

- 3.2 The amount payable for each person electing continued coverage as provided in Article 10 for himself or herself will be the same as those for a single Primary Enrollee. The amounts payable for a person who also elects continued coverage for his or her Dependents will be the same as those for a Primary Enrollee with the same number of Dependents.
- 3.3 If during a Contract Term any new or increased tax or assessment is imposed on the amounts payable to, or by, Delta Dental under the contract with CPHCC or any immediately preceding contract between the parties, the amount stated in paragraph 3.1 will be increased by the amount of any such new or increased taxes or assessments by written notice to Contractholder, and the Contract shall thereby be modified on the date set forth in the notice.
- 3.4 Delta Dental may change the amounts due charge whenever the Contract is amended or whenever the Contractholder requests a change in Benefits, eligibility or when due to a state and/or federally mandated change. Any change in amounts due shall not be effective during a Contract Term unless Contractholder and Delta Dental agree in writing (except as provided in paragraphs 3.3 and 3.4, or a state and/or federally mandated change).
- 3.5 Administration and eligibility may be adjusted retroactively by Delta Dental or the Contractholder, but such adjustments are limited to the three-month period prior to the most current month for which the Contractholder provides eligibility data.

ARTICLE 4 - BENEFITS PROVIDED; LIMITATIONS AND EXCLUSIONS

- 4.1 Subject to the limitations and exclusions set forth below, the following services are Benefits when they are provided by a Dentist and when they are necessary and customary as determined by the standards of generally accepted dental practice.
- 4.2 **DIAGNOSTIC AND PREVENTIVE BENEFITS.** Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the following Diagnostic and Preventive Benefits:

Diagnostic- oral examinations
x-rays
diagnostic casts
examination of biopsied tissue
palliative (emergency) treatment of dental pain
specialist consultation

Preventive- prophylaxis (cleaning)
topical application of fluoride solution
space maintainers

- 4.3 BASIC BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fees for the following Basic Benefits:

Oral Surgery- extractions and certain other surgical procedures, including pre- and postoperative care

Restorative- amalgam, silicate or composite (resin) restorations (fillings) for treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay)

Endodontic- treatment of the tooth pulp

Periodontic- treatment of gums and bones supporting teeth

Sealants- topically-applied acrylic, plastic or composite material used to seal developmental grooves and pits in teeth for the purpose of preventing dental decay

Adjunctive

General

Services- general anesthesia; office visit for observation; office visit after regularly scheduled hours; therapeutic drug injection; treatment of post-surgical complications (unusual circumstances); occlusal adjustment, limited

- 4.4 CROWNS, INLAYS, ONLAYS AND CAST RESTORATIONS BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary and Reasonable fees or the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the treatment of carious lesions (visible destruction of hard tooth structure resulting from the process of dental decay) which cannot be restored with amalgam, silicate or direct composite (resin) restorations.

- 4.5 PROSTHODONTIC BENEFITS. Delta Dental agrees to pay 50% of the Dentist's Usual, Customary, and Reasonable fees or the Fee Actually Charged, whichever is less, or 50% of the Delta Dental PPO Dentist's Fee for the construction or repair of fixed bridges, partial or complete dentures to replace missing, natural teeth.

- 4.6 DENTAL ACCIDENT BENEFITS. Delta Dental shall pay or otherwise discharge 100% of the Dentist's Usual, Customary and Reasonable fees or of the Fee Actually Charged, whichever is less, or 100% of the Delta Dental PPO Dentist's Fee for the following Dental Accident Benefits:

Services described under Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays, Cast Restorations, and Prosthodontic Benefits, and subject to all the conditions, limitations, and exclusions applicable thereto, when provided for conditions caused directly or independently of all other causes, by external, violent and accidental means.

- 4.7 **LIMITATIONS:**

- (a) An oral examination is a Benefit only twice in a calendar year while the patient is an Enrollee under any Delta Dental plan.
- (b) Delta Dental pays for full-mouth x-rays only after three years have elapsed since any prior set of full-mouth x-rays was provided under any Delta Dental plan.

- (c) Bitewing x-rays are provided on request by the Dentist, but not more than twice in a calendar year while the patient is an Enrollee under any Delta Dental plan.
- (d) A prophylaxis (cleaning) or Single Procedure that includes a prophylaxis is a Benefit twice each calendar year under any Delta Dental plan.

Routine prophylaxes are covered as a Diagnostic and Preventive Benefit and periodontal prophylaxes are covered as a Basic Benefit.

- (e) Periodontal limitations:
 - a) Benefits for periodontal scaling and root planing in the same quadrant are limited to once in every 24-month period. See note on additional Benefits during pregnancy.
 - b) Periodontal surgery in the same quadrant is limited to once in every 36month period and includes any surgical re-entry or scaling and root planing.
 - c) Periodontal services, including bone replacement grafts, guided tissue regeneration, graft procedures and biological materials to aid in soft and osseous tissue regeneration are only covered for the treatment of natural teeth and are not covered when submitted in conjunction with extractions, periradicular surgery, ridge augmentation or implants.
 - d) Periodontal surgery is subject to a 30 day wait following periodontal scaling and root planing in the same quadrant.
 - e) Cleanings (regular and periodontal) and full mouth debridement are subject to a 30 day wait following periodontal scaling and root planing if performed by the same Provider office.
- (f) Fluoride treatment is a Benefit twice each calendar year under any Delta Dental plan.
- (g) Sealant Benefits are limited to eligible dependent children under age 14. Sealant Benefits include the application of sealants only to permanent posterior molars without caries (decay), without restorations and with the occlusal surface intact. Sealant Benefits do not include the repair or replacement of a sealant on a tooth within three years of its application.
- (h) Crowns, Inlays, Onlays or Cast Restoration are Benefits on the same tooth only once every five years while the patient is an Enrollee under any Delta Dental plan, unless Delta Dental determines that replacement is required because the restoration is unsatisfactory as a result of poor quality of care, or because the tooth involved has experienced extensive loss or changes to tooth structure or supporting tissues since the replacement of the restoration.
- (i) Prosthodontic appliances that were provided under any Delta Dental plan will be replaced only after five years have passed, except when Delta Dental determines that there is such extensive loss of remaining teeth or change in supporting tissues that the existing fixed bridge, partial denture or complete denture cannot be made satisfactory. Replacement of a prosthodontic appliance not provided under a Delta Dental plan will be covered if it is unsatisfactory and cannot be made satisfactory.
- (j) Delta Dental will pay the applicable percentage of the Dentist's Fee for a standard cast chrome or acrylic partial denture or a standard complete denture. A "standard" complete or partial denture is defined as a removable prosthetic appliance provided to replace missing natural, permanent teeth and which is constructed using accepted and conventional procedures and materials.

- (k) Implants (materials implanted into or on bone or soft tissue), or their removal, are not Benefits under this Contract. However, if implants are provided in association with a covered prosthodontic appliance, Delta Dental will allow the cost of a standard complete or partial denture toward the cost of the implant procedures and prosthodontic appliances. If Delta Dental makes an allowance toward the cost of such procedures, Delta Dental will not pay for any replacement placed within five years thereafter.
- (l) Dental Accident Benefits shall be limited to services provided to an Enrollee within 180 days following the date of the accident, and shall not include any services for conditions caused by an accident occurring before the Enrollee's eligibility date.
- (m) If an Enrollee selects a more expensive plan of treatment than is customarily provided, or specialized techniques, an allowance will be made for the least expensive, professionally acceptable alternative treatment plan. Delta Dental will pay the applicable percentage of the lesser fee and the Enrollee is responsible for the remainder of the Dentist's fee. For example: a crown, where an amalgam filling would restore the tooth, or a precision denture, where a standard denture would suffice.
- (n) Filling is limited to once per surface, per tooth within a 24-month period.
- (o) Extraction of an erupted tooth or exposed root is limited to once per tooth per lifetime.
- (p) Extraction of an erupted tooth with bone removal is limited to once per tooth per lifetime.
- (q) Root canal is limited to once per tooth within a 12-month period.

4.8 **EXCLUSIONS** - The following services are not Benefits:

- (a) Services for injuries or conditions that are covered under Workers' Compensation or Employer's Liability Laws.
- (b) Services which are provided to the Enrollee by any, Federal or State Government Agency or are provided without cost to the Enrollee by any municipality, county or other political subdivision, except as provided in California Health and Safety Code Section 1373(a).
- (c) Any tax imposed (or incurred) by a government, state or other entity, in connection with any fees charged for Benefits provided under the Contract, will be the responsibility of the Enrollee and is not a covered Benefit.
- (d) Services with respect to congenital (hereditary) or developmental (following birth) malformations or cosmetic surgery or dentistry for purely cosmetic reasons, including but not limited to: cleft palate, upper or lower jaw malformations, enamel hypoplasia (lack of development), fluorosis (a type of discoloration of the teeth) and anodontia (congenitally missing teeth).
- (e) Services for restoring tooth structure lost from wear (abrasion, erosion, attrition, or abfraction), for rebuilding or maintaining chewing surfaces due to teeth out of alignment or occlusion, or for stabilizing the teeth. Such services include but are not limited to equilibration and periodontal splinting.
- (f) Prosthodontic services or any Single Procedure started prior to the date the person became eligible for such services under this Contract.
- (g) Prescribed or applied therapeutic drugs, premedication or analgesia.

- (h) Experimental procedures.
- (i) All hospital costs and any additional fees charged by the Dentist for hospital treatment.
- (j) Charges for anesthesia, other than general anesthesia administered by a licensed Dentist in connection with covered Oral Surgery services.
- (k) Extra-oral grafts (grafting of tissues from outside the mouth to oral tissue).
- (l) Diagnosis or treatment by any method of any condition related to the temporomandibular (jaw) joint or associated musculature, nerves and other tissues.
- (m) Replacement of existing restorations for any purposes other than active tooth decay.
- (n) Intravenous sedation, occlusal guards and complete occlusal adjustment.
- (o) Orthodontic services (treatment of mal-alignment of teeth and/or jaws).
- (p) Diagnostic casts.

4.9 An agreement between the Contractholder and Delta Dental is required to change Benefits during a Contract Term.

ARTICLE 5 – MAXIMUM AMOUNT

5.1 For services provided by a Delta Dental PPO Dentist:

The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is \$2,000. The maximum amount Delta Dental will pay for Dental Accident Benefits provided to any one person in a calendar year is \$1,000.

For services provided by other Dentists:

The maximum amount Delta Dental will pay for Diagnostic and Preventive, Basic, Crowns, Inlays, Onlays and Cast Restorations and Prosthodontic Benefits provided to any Enrollee in a calendar year is \$1,000. The maximum amount Delta Dental will pay for Dental Accident Benefits provided to any one person in a calendar year is \$1,000.

ARTICLE 6 – COORDINATION OF BENEFITS

6.1 If a group insurance policy or any other group health Benefits plan, including another Delta Dental plan, entitles a person to receive or be reimbursed for the cost of dental services, which are also Benefits under this plan, and if this plan is "primary" under the rules described below, Delta Dental will provide Benefits as if the other plan did not exist. If the other plan is "primary" under these rules, then Delta Dental will coordinate Benefits under this plan with the primary plan in accordance with California law (California Health and Safety Code 1374.19 (2007)).

6.2 If the other plan mainly covers services or expenses other than dental care, this plan is "primary." Otherwise, Delta Dental will use the following rules to determine which plan is "primary":

- (a) The plan that covers the person as other than a Dependent is primary over the plan that covers the person as a Dependent, with the following exception:

If the person is also a Medicare Beneficiary and Medicare is:

- (i) secondary to the plan covering the person as a Dependent; and
- (ii) primary to the plan covering the person as other than a Dependent (for example, a retired employee),

then the Benefits of the plan covering the person as a Dependent are determined before the Benefits of the plan covering the person as other than a Dependent.

- (b) The plan which covers a child as a Dependent of a parent whose birthday occurs earlier in a calendar year is primary over the plan which covers a child as a Dependent of a parent whose birthday occurs later in a calendar year (except for a Dependent child whose parents are separated or divorced as described in (c) below).
- (c) In the case of a Dependent child whose parents are legally separated or divorced:
 - (i) If the parent with custody has not remarried, the plan that covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the parent without custody.
 - (ii) If the parent with custody has remarried, the plan which covers the child as a Dependent of the parent with custody is primary over the plan which covers the child as a Dependent of the step-parent, and the plan which covers the child as a Dependent of the step-parent is primary over the policy or plan which covers the child as a Dependent of the parent without custody.
 - (iii) If there is a court decree that establishes financial responsibility for dental services which are Benefits under this plan, then notwithstanding (i) and (ii), the plan which covers the child as a Dependent of the parent with such financial responsibility is primary over any other plan which covers the child.

6.3 The Benefits of a plan covering a laid-off or retired employee (or Dependent of such person) shall be determined after the Benefits of any other plan covering such person as an employee.

6.4 If a person whose coverage is provided under federal or state law requiring continuation is covered under more than one plan, Benefits order shall be determined as follows:

- (a) The Benefits of the plan covering the person as an employee or Dependent shall be primary.
- (b) The Benefits under continuation coverage shall be secondary.

6.5 If the primary plan cannot be determined by the rules described in this Article 6, the plan that has covered the person longer shall be primary.

6.6 An Enrollee will provide Delta Dental with any information about the person that is needed to administer this Article, and Delta Dental may release any information to or obtain any information from any insurance company or other organization in order to coordinate the Benefits of an Enrollee. Delta Dental in its sole discretion will determine whether any reimbursement is warranted to an insurance company or other organization under this provision, and it is agreed that any such reimbursement paid by Delta Dental will be Benefits under this Contract. Delta Dental has the right to recover the value of any Benefits provided by Delta Dental which exceed its obligations under the terms of this provision from a Delta Dental Dentist, Enrollee, insurance company or other organization, as Delta Dental chooses.

ARTICLE 7 – CONDITIONS UNDER WHICH DELTA DENTAL WILL PROVIDE BENEFITS

- 7.1 Benefits, unless otherwise provided in Article 4, are available from the Eligibility Date of an Enrollee.
- 7.2 An Enrollee may choose the services of any licensed Dentist, but neither Delta Dental nor the Contractholder guarantees the availability of any particular Dentist.
- 7.3 Before Delta Dental is obligated to approve and/or satisfy any claims under this Contract, Delta Dental is entitled to receive, to such extent as is lawful, such information and records relating to attendance to or examination of or treatment provided to an Enrollee from any attending or examining Dentist, or from hospitals in which a Dentist's care is provided, as may be required in the administration of such claims, or to require that an Enrollee be examined by a dental consultant retained by Delta Dental in or near his or her community or residence. Delta Dental agrees in every case to hold such information and records as confidential.
- 7.4 The process Delta Dental uses to determine or deny payment for services are distributed to all Delta Dental Dentists. They describe in detail the dental procedures covered as Benefits, the conditions under which coverage is provided and the limitations and exclusions applicable to the plan. Claims are reviewed for eligibility and are paid according to these processing policies. Those claims that require additional review are evaluated by Delta Dental's Dentist consultants. If any claims are not covered or if limitations or exclusions apply to services the Enrollee has received by a Delta Dental Dentist, the Enrollee will be notified by an adjustment notice on the Notice of Payment or Action. The Enrollee may contact Delta Dental's Customer Service Department for more information regarding Delta Dental's processing policies.
- 7.5 Second Opinions. Delta Dental reserves the right to obtain second opinions through regional consultant members of its quality review committee. This committee conducts clinical examinations, prepares objective reports of dental conditions, and evaluates treatment that is proposed or has been proposed.

Delta Dental will authorize such an examination prior to treatment when necessary to make a Benefit determination in response to a request for a predetermination of treatment cost by a Dentist. Delta Dental will also authorize a second opinion after treatment if an Enrollee has a complaint regarding the quality of care provided. Delta Dental will notify the Enrollee and the treating Dentist when a second opinion is necessary and appropriate, and direct the Enrollee to the regional consultant selected by Delta Dental to perform the clinical examination. When Delta Dental authorizes a second opinion through a regional consultant Delta Dental will pay for all charges.

The Enrollee may otherwise obtain second opinions about treatment from any Dentist they choose, and claims for the examination may be submitted to Delta Dental for payment. Delta Dental will pay such claims in accordance with the Benefits of the plan.

- 7.6 For services provided by a Dentist who is not a Delta Dental PPO Dentist or a Delta Dental Dentist, Delta Dental will not pay more than the lesser of the fees entered on the claim reporting such services to Delta Dental or the Prevailing Fee, multiplied by the applicable percentage specified in Article 4 for such services. However, if the Dentist discounts, waives, rebates or does not use good faith efforts to collect some portion of the fees entered on the claim from the Enrollee, Delta Dental will not pay more than the applicable percentage specified in Article 4 of the lesser of (1) the fees entered on the claim form, reduced by the portion discounted, waived, rebated or not collected, or (2) the Prevailing Fee, reduced by the portion discounted, waived, rebated or not collected.

- 7.7 Delta Dental will pay a Delta Dental Dentist directly for services provided by that Dentist. Contracts between Delta Dental of California and its Delta Dental Dentists provide that, in the event Delta Dental fails to pay the Dentist, the Enrollee will not owe the dentist for any sums owed by Delta Dental.
- 7.8 Delta Dental will pay an Enrollee directly for services provided by a Dentist who is not a Delta Dental Dentist, and those payments are not assignable. The Enrollee is liable to the Dentist for payment to the Dentist for the cost of the service. In addition, Delta Dental will pay for services from dental school clinics by students of dentistry or instructors who are not licensed by the State of California. In the event Delta Dental fails to pay the Dentist who has not contracted with Delta Dental as a Delta Dental Dentist, the Enrollee may be liable to the dentist for the cost of the service.
- 7.9 Delta Dental is not obligated to pay claims submitted more than 12 months after the date the service was provided. If a claim is denied because a Delta Dental Dentist failed to make a timely submission, the Enrollee does not owe the Dentist the amount which would have been payable by Delta Dental, provided that the Enrollee advised the Dentist of his or her eligibility for Benefits at the time of treatment.
- 7.10 Delta Dental, with the assistance of Participating Plans, will give each Delta Dental Dentist, and any other Dentist or Enrollee on request, a standard form to make a claim for payment for services covered by this Contract. In order to make a claim for payment, such form, completed by the Dentist who provided the service and by the Enrollee (or the Enrollee's parent or guardian if such Enrollee is a minor) must be submitted to Delta Dental.
- 7.11 If you have any questions about the services received from a Delta Dental Dentist, we recommend that you first discuss the matter with your Dentist. If you continue to have concerns, you may call or write us. We will provide notifications if any dental services or claims are denied, in whole or part, stating the specific reason or reasons for denial. Any questions of ineligibility should first be handled directly between you and your group. If you have any question or complaint regarding the denial of dental services or claims, the policies, procedures and operations of Delta Dental, or the quality of dental services performed by a Delta Dental Dentist, you may call us tollfree at **888-335-8227** contact us on our website at: deltadentalins.com or write us at P.O. Box 997330, Sacramento, CA 95899-7330, Attention: Customer Service Department.

If your claim has been denied or modified, you may file a request for review (a grievance) with us within 180 days after receipt of the denial or modification. If in writing, the correspondence must include your group name and number, the Primary Enrollee's name and ID number, the inquirer's telephone number and any additional information that would support the claim for benefits. Your correspondence should also include a copy of the treatment form, Notice of Payment and any other relevant information. Upon request and free of charge, we will provide the Enrollee with copies of any pertinent documents that are relevant to the claim, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in denying or modifying the claim.

Our review will take into account all information, regardless of whether such information was submitted or considered initially. Certain cases may be referred to one of our regional consultants, to a review committee of the dental society or to the state dental association for evaluation. Our review shall be conducted by a person who is neither the individual who made the original claim denial, nor the subordinate of such individual, and we will not give deference to the initial decision. If the review of a claim denial is based in whole or in part on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of the contract terms, we shall consult with a dentist who has appropriate training and experience. The identity of such dental consultant is available upon request.

We will provide the Enrollee a written acknowledgement within five calendar days of receipt of the request for review. We will make a written decision within 30 calendar days of receipt of the request for review. We will respond, within three calendar days of receipt, to complaints involving severe pain and imminent and serious threat to an Enrollee's health. You may request copies free of charge of the relevant information used in our review.

EXTERNAL REVIEW

If your grievance has been denied on review, or if we fail to respond to your request for review within 60 days, you, or someone you name to act on your behalf, are entitled to request an independent external review of our decision. Generally, only claims denied due to a lack of medical necessity or an experimental investigational determination are eligible for external review. If you request an external review, the U.S. Department of Health and Human Services (HHS) will review our decision and provide you with a written determination. You have the right to submit additional information that you feel is relevant to the external review at the address listed below. Any additional information you provide will be submitted by HHS to Delta Dental for reconsideration.

To file an external review, please send a written request (including your contact information, the denied claim information, and your reason for requesting a review) by email to DisputedClaim@opm.gov; by fax to 202-606-0036; or by mail to P.O. Box 791, Washington, DC 20044. Requests must be filed within four (4) months of the date of our review determination. Please keep a copy of all correspondence you send to HHS.

- 7.12 The Benefits that Delta Dental provides are limited to the applicable percentages of the Dentist's fees or allowances specified in Article 4. The Contractholder requires the Enrollee to pay the balance of any such fee or Allowance, known as the "Enrollee Copayment," as a method of sharing the costs of providing dental Benefits between the Contractholder and Enrollees. If the Dentist discounts, waives or rebates any portion of the Enrollee Copayment to the Enrollee, Delta Dental only provides as Benefits the Dentist's fees or allowances reduced by the amount that such fees or allowances are discounted, waived or rebated.

ARTICLE 8 – OTHER DELTA DENTAL OBLIGATIONS

- 8.1 Delta Dental shall encourage Delta Dental Dentists to submit a standardized claim form before providing service, showing the Enrollee's dental needs and the treatment necessary in the professional judgment of the Dentist.

Delta Dental shall predetermine, from the claim form and other data, what would be payable by Delta Dental and an Enrollee for the proposed service under the terms of this plan as of the date of predetermination.

Such predetermination shall not constitute a guaranty or authorization of Benefits under this Contract, and any actual payment by Delta Dental will depend upon the Enrollee's eligibility and remaining annual maximum when completed services are reported to Delta Dental.

Delta Dental shall advise Delta Dental Dentists to notify the Enrollee of all information provided by Delta Dental in the predetermination.

- 8.2 A Dentist may file a statement before treatment, showing the services to be provided to an Enrollee. Delta Dental will predetermine the amount of Benefits payable under this Contract for the listed services. A predetermination will become invalid at the end of the Contract Term or the date the Enrollee's eligibility ends.

- 8.3 Delta Dental will not make any payment for services provided to an Enrollee who is not reported to Delta Dental as an Enrollee under this Contract when the service is provided. Delta Dental shall not be obligated to recover claims paid to a Dentist as a result of Contractholder's retroactive eligibility adjustments to eligibility reports. The Contractholder agrees to reimburse Delta Dental for any erroneous claims payments made by Delta Dental as a result of incorrect eligibility reporting by the Contractholder.
- 8.4 Delta Dental will provide professional review of the adequacy of service provided by Delta Dental Dentists.
- 8.5 Delta Dental, with the assistance of a Participating Plan, agrees to furnish to the Contractholder on the effective date, and at reasonable times thereafter, a directory of Delta Dental Dentists and Delta Dental PPO Dentists who have agreed to provide the services described in this Contract. It is understood that the Dentists listed in that directory may change from time to time and Delta Dental reserves the right to update the directory without prior notice to the Contractholder. However, Delta Dental agrees to give notice to the Contractholder within a reasonable time of any Delta Dental Dentist's termination or breach of Contract, or inability to perform, which will materially and adversely affect the Contractholder. Current information concerning the Delta Dental Dentist status of any Dentist may be obtained by telephoning the Delta Dental Customer Service Department at 888-335-8227. The Dentists providing or contracting to provide dental services under this Contract are solely responsible for those dental services, and in no case will Delta Dental or the Contractholder be liable for any act or omission by such Dentists, their agents or employees.
- 8.6 Delta Dental shall furnish CPHCC weekly accountings showing the amount of Dentists' statements paid or discharged during the preceding week and the amount payable for administration (pursuant to paragraph 3.1 of the Contract). Delta Dental may render interim accountings at any time, if it has insufficient funds on hand to pay Dentists' statements and may suspend payments of such statements until the funds are received. Delta Dental shall in no event be obligated to pay for or provide Benefits except out of funds paid by CPHCC.
- 8.7 Delta Dental shall return to the Contractholder after the end of the Contract Term monies remaining, if any, after payment or other discharge of current bills for services. For purposes of computations of amounts payable hereunder, amounts, if any, withheld from payments to Delta Dental Dentists by Delta Dental for its reserves, research or other purposes deemed proper by the governing board of Delta Dental will be deemed to have been paid to Delta Dental in discharge of claims of such Dentists.

ARTICLE 9 – TERMINATION AND RENEWAL

- 9.1 This Contract may be terminated for the following causes:
- (a) By Delta Dental, if the Contractholder fails (1) to give Delta Dental a list of all Primary Enrollees, as required under Article 2, or (2) to permit the inspection of the Contractholder's records as called for under Article 2, or (3) to pay the amounts charged in the manner required in Article 3, provided the Contractholder has been duly notified of such failure and at least 15 days have elapsed since the date of notification.
 - (b) By the Contractholder, for any reason.
- 9.2 If Delta Dental terminates this Contract under paragraph 9.1 (a), all Benefits end and Delta Dental is released from all further obligations of this Contract, effective the last day of the month in which written notice of termination is given. The Contractholder will remain liable to Delta Dental for the full amount of all Dentist's Statements paid or otherwise discharged by Delta Dental pursuant to this Contract, including claims discharged by Delta Dental pursuant

to this paragraph, plus 5.75% if such amount as provided in paragraph 3.1, less amounts actually paid by the Contractholder to Delta Dental.

- 9.3 A party choosing to terminate this Contract at the end of a Contract Term or at any time without cause must give at least 60 days written notice of termination to the other party. If Delta Dental wants to change the administration or Benefits effective at the beginning of the next Contract Term, Delta Dental will give at least 60 days advance written notice of such changes to the Contractholder. Such an advance notice will have the effect of a notice of termination as of the end of the Contract Term, unless the Contractholder agrees to the new Contract provisions.
- 9.4 If this Contract is terminated for any cause, Delta Dental is not required to predetermine services beyond the termination date or to pay for services provided after such termination date, except for the completion of Single Procedures begun while this Contract was in effect which are otherwise Benefits under this Contract. Contractholder may contract with Delta Dental to pay run-out claims received after the contract termination date and the fee will be 5.75% of paid claims.
- 9.5 All Benefits end for all Enrollees, when this Contract ends, and Delta Dental will not provide any right to continuation, renewal or reinstatement of Benefits to such persons in that event.
- 9.6 Delta Dental must notify the Contractholder in writing of any termination by Delta Dental under paragraph 9.1, and the Contractholder shall promptly provide notice to enrollees via the district's Joint Health Management Board (JHMB) website, e-mail blasts and publication in the JHMB newsletter Health connection and provide Delta Dental with proof of such notification.
- 9.7 Notwithstanding the expiration or termination of this Contract for any reason (a) any provision of this Contract that imposes or contemplates continuing obligations on a Party shall survive the expiration or termination of this Contract, including without limitation, the rights and duties under Paragraphs 11.10, 11.11, 11.12, and 11.13; and (b) all undisputed fees due and payable hereunder through the termination date.
- 9.8 Transfer of Data. Following termination of the Agreement Delta Dental shall transfer all the Contractholder and participant data necessary to administer the dental benefit to the successor dental network provider. Such data shall be transferred to the successor dental network provider 60 days prior to the effective date of termination. If the data transfer described in this Paragraph 9.9 is not completed by the deadline Delta Dental shall pay a late fee of \$500 per day each day until the data is provided.

ARTICLE 10 – OPTIONAL CONTINUATION OF COVERAGE (COBRA)

- 10.1 The federal Consolidated Omnibus Budget Reconciliation Act (or COBRA, pertaining to certain employers having 20 or more employees) requires that continued health care coverage be made available to "Qualified Beneficiaries" who lose health care coverage under the group plan as a result of a "Qualifying Event." Enrollees may be entitled to continue coverage under this plan, *at the Qualified Beneficiary's expense*, if certain conditions are met. The period of continued coverage depends on the Qualifying Event.

10.2 DEFINITIONS

The meaning of key terms used in this Article are shown below and apply to federal.

Qualified Beneficiary means:

1. Enrollees who are enrolled in the Delta Dental plan on the day before the Qualifying Event, or

2. A child who is born to or placed for adoption with the Primary Enrollee during the period of continued coverage, provided such child is enrolled within 30 days of birth or placement for adoption.

Qualifying Event means any of the following events which, except for the election of this continued coverage, would result in a loss of coverage under the dental plan:

Event 1: The termination of employment (other than termination for gross misconduct), or the reduction in work hours, by the Primary Enrollee's employer;

Event 2: The death of the Primary Enrollee;

Event 3: Divorce or legal separation from the Primary Enrollee, or dissolution of qualified domestic partnership;

Event 4: A Dependent child ceasing to meet the description of Dependent child;

Event 5: As to Dependents only, a Primary Enrollee becoming entitled to Medicare.

10.3 PERIODS OF CONTINUED COVERAGE UNDER FEDERAL COBRA

Qualified Beneficiaries may continue coverage for 18 months following the occurrence Qualifying Event 1.

This 18-month period can be extended for a total of 29 months, provided:

1. A determination is made under Title II or Title XVI of the Social Security Act that an individual is disabled on the date of the Qualifying Event or became disabled at any time during the first 60 days of continued coverage; and
2. Notice of the determination is given to the employer during the initial 18 months of continued coverage and within 60 days of the date of the determination.

This period of coverage will end on the first of the month that begins more than 30 days after the date of the final determination that the disabled individual is no longer disabled. The Primary Enrollee must notify the employer/administrator within 30 days of any such determination.

If, during the 18-month continuation period resulting from Qualifying Event 1, the Primary Enrollee's Dependents experience Qualifying Events 2, 3, 4 or 5, they may choose to extend coverage for up to a total of 36 months (inclusive of the period continued under Qualifying Event 1).

The Primary Enrollee's Dependents may continue coverage for 36 months following the month in which Qualifying Events 2, 3, 4 or 5 occur.

Under federal COBRA law only, when an employer has filed for bankruptcy under Title II, United States Code, benefits may be substantially reduced or eliminated for retired employees and their Dependents, or the surviving spouse of a deceased retired employee. If this benefit reduction or elimination occurs within one year before or one year after the filing, it is considered a Qualifying Event. If the Primary Enrollee is a retiree, and has lost coverage because of this Qualifying Event, he or she may choose to continue coverage until his or her death. The Primary Enrollee's Dependents who have lost coverage because of this Qualifying Event may choose to continue coverage for up to 36 months following the Primary Enrollee's death.

10.4 ELECTION OF CONTINUED COVERAGE

The Primary Enrollee's employer shall notify Delta Dental in writing within 30 days of Qualifying Event 1. A Qualified Beneficiary must notify his or her employer or the administrator in writing within 60 days of Qualifying Events 2, 3, 4 or 5, or within 60 days of receiving the election notice from the employer. Otherwise, the option of continued coverage will be lost.

Within 14 days of receiving notice of a Qualifying Event, the employer or the administrator will provide a Qualified Beneficiary with the necessary benefits information, monthly Premium charge, enrollment forms, and instructions to allow election of continued coverage.

A Qualified Beneficiary will then have 60 days to give the employer or the administrator written notice of the election to continue coverage. Failure to provide this written notice of election to the employer or the administrator within 60 days will result in the loss of the right to continue coverage.

A Qualified Beneficiary has 45 days from the written election of continued coverage to pay the initial Premium to his or her employer or the administrator, which includes the Premium for each month since the loss of coverage. Failure to pay the required Premium within the 45 days will result in loss of the right to continued coverage, and any Premiums received after that date will be returned to the Qualified Beneficiary.

10.5 CONTINUED COVERAGE BENEFITS

The Benefits under the continued coverage will be the same as those provided to active employees and their Dependents who are still enrolled in the dental plan. If the employer changes the coverage for active employees, the continued coverage will change as well. Premiums will be adjusted to reflect the changes made.

10.6 TERMINATION OF COVERAGE

A Qualified Beneficiary's coverage will terminate at the end of the month in which any of the following events first occur:

1. The allowable number of consecutive months of continued coverage is reached;
2. Failure to pay the required Premium in a timely manner;
3. The employer ceases to provide any group dental plan to its employees;
4. The individual moves out of the plan's service area;
5. The individual first obtains coverage for dental benefits, after the date of the election of continued coverage, under another group health plan (as an employee or Dependent) which does not contain or apply any exclusion or limitation with respect to any pre-existing condition of such person, if that preexisting condition is covered under this plan;
6. Entitlement to Medicare.

The employer or Primary Enrollee shall notify Delta Dental or the administrator within 30 days of the occurrence of any of the above events. Once continued coverage terminates, it cannot be reinstated.

10.7 TERMINATION OF THE EMPLOYER'S DENTAL CONTRACT

If the dental contract between the employer and Delta Dental terminates prior to the time that the continuation coverage would otherwise terminate, the employer shall notify a Qualified Beneficiary (either 30 days prior to the termination or when all Enrollees are notified whichever is later) of that person's ability to elect continuation coverage under the employer's subsequent dental plan, if any. The employer must notify the successor plan of the Qualified Beneficiaries receiving continuation coverage so they may be notified of how to continue coverage under that plan.

The continuation coverage will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan had such plan with the former employer not terminated. The continuation coverage will terminate if a Qualified Beneficiary fails to comply with the requirements pertaining to enrollment in, and payment of Premium to the new group benefit plan within 30 days of receiving notice of the termination of the Delta Dental plan.

10.8 OPEN ENROLLMENT CHANGE OF COVERAGE

A Qualified Beneficiary may elect to change continuation coverage during any subsequent open enrollment period, if the employer has contracted with another plan to provide coverage to its active employees. The continuation coverage under the other plan will be provided only for the balance of the period that a Qualified Beneficiary would have remained covered under the Delta Dental plan.

ARTICLE 11 – GENERAL PROVISIONS

- 11.1 No agent has authority to change this Contract or waive any of its provisions. No change in this Contract is valid unless approved by an executive officer of Delta Dental and Contractholder and included in this Contract by written amendment.
- 11.2 The provisions of this Contract are severable. If any portion of this Contract or any Amendment of it is determined to be illegal, void or unenforceable by any arbitrator, court or other competent authority, all other provisions of this Contract will remain in effect.
- 11.3 The parties agree that the laws of the State of California, where the Contract was entered into and is to be performed, govern all questions regarding the interpretation or enforcement of this Contract. Delta Dental is subject to the requirements of Chapter 2.2 of Division 2 of the California Health and Safety Code and Chapter 1 of Division 1 of Title 28 of the California Code of Regulations. Any provisions required to be in the Contract by those laws bind Delta Dental whether or not stated in this Contract.
- 11.4 Delta Dental and the Contractholder agree to consult each other to the extent reasonably practical concerning all materials published or distributed relating to this Contract. Neither Delta Dental nor the Contractholder will publish or distribute materials that are contrary to the terms of this Contract.
- 11.5 Delta Dental and the Contractholder agree to permit and encourage the professional relationship between Dentist and Enrollee to be maintained without interference.
- 11.6 The Contractholder shall designate in writing a representative for purposes of receiving notices from Delta Dental under this Contract. The Contractholder may change its representative at any time on 60 days' notice to Delta Dental. Any notice required from Delta Dental to any Enrollee may be given to the Contractholder's representative, who shall disseminate such notice to the Enrollee by the next regular communication but in no event later than 90 days after receipt thereof.

- 11.7 The Contractholder shall comply in all respects with all applicable federal, state and local laws and regulations relating to administrative simplification, security and privacy of individually identifiable Enrollee information. The Contractholder agrees that this Contract may be amended as necessary to comply with federal regulations issued under the Health Insurance Portability and Accountability Act of 1996 or to comply with any other enacted administrative simplification, security or privacy laws or regulations.
- 11.8 Delta Dental is a member of the Delta Dental of California Holding Company System (the "Enterprise"). There are service agreements between and among the controlled member companies of the Enterprise. Delta Dental is a party to some of these service agreements, and it is expected that the services, which include certain ministerial tasks, will continue to be performed by these controlled member companies, which operate under strict confidentially and/or business associate agreements. All such service agreements have been approved by the respective regulatory agencies.
- 11.9 Delta Dental's Errors & Omissions policy has a \$20 Million limit and a \$200,000 retention/deductible. This policy with said limits will be maintained during the term of this Contract.
- 11.10 Indemnity. Delta Dental shall defend, indemnify, and hold harmless the Contractor 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 proximately caused by: performance of the contract (including, but not limited to 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.
- 11.11 Governing Law. This Contract 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.
- 11.12 Arbitration. If any dispute arises concerning the performance, interpretation, or enforcement of this Contract, 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.
- 11.13 Attorney's Fees. The non-prevailing party in any dispute under this Contract shall pay all costs and expenses, including expert witness fees and attorney's fees, incurred by the prevailing party in resolving such dispute.

11.14 Any notice under this Contract will be sufficient if given by either the Contractholder or Delta Dental to the other or, in the case of employees of the Contractholder, to its representative at the addresses below:

For the Contractholder:

FresnoUnified School District
2309 Tulare Street
Fresno, CA 93721

For Delta Dental:

560 Mission Street, Suite 1300
San Francisco, CA 94105

Such notice will be effective 48 hours after deposit in the United States mail with postage fully prepaid thereon.

**FRESNO UNIFIED SCHOOL DISTRICT
GROUP NUMBER 00697**

BY: _____

Printed Name: Patrick Jensen

Title: Chief Financial Officer

Date: _____

FOR

DELTA DENTAL OF CALIFORNIA

BY:



**Mohammadreza Navid
Senior Vice President,
Chief Relationship and Business Development Officer**

And BY:



**Thomas J. Leibowitz, FSA, MAAA
Senior Vice President and Chief Actuarial Officer**

DATE: August 2, 2023

Appendix A - Data Sharing

Delta Dental shall provide, within the first 5 days of each month, to the Contractholder's designated Business Associate, detailed electronic member-level utilization reporting substantially similar to the layout on the following page.

;'lll date formats are YYYYMMDD
 All dollar amount are implied decimal rightjustify zero fill
 Record length is 456

NAME	DESCRIPTION	FIELD FORMAT	STARTING POS	ENDING POS
RECORD IDENTIFIER	One byte field that identifies detail. reco rds.'D' = Detail	Alphanumeric (1)	1	1
SUBSCRIBERS SSN	Subscriber's ssn	Alphanumeric (20)	2	21
GROUP NUMBER	Group Number	Alphanumeric l5l	22	26
DIVISION	Division	Alphanumeric l5l	27	31
DELTA SEQUENCE NBR	Delta's sequencenumber to identify orig tonal claimsand adjustments	Numeric (3) (right JUST1fy 280 fill)	32	34
CLAIM NUMBER	Della 's claim number	Alphanumeric l 14l	35	48
FIRST DATE OF SERVICE	The date When the seMce wasperformed	Numeric (8) YYYYMMDD	49	54
LAST DATE OF SERVICE	The last date on the serv1ce was per formed - w,11 be the same as the hrst date of SEV1ce	Numenc (8) YYYYMMDD	57	64
RECEIPT DATE	Date the claim was received by Delta Dental	Numeric (8) YYYYMMDD	65	72
APPROVAL DATE	Date the claim was processed for payment or relection.	Numeric (8) YYYYMMDD	73	80
CHECK NUMBER	Check number	Alphanumeric (11) riagt 1ust1fv zero fill)	81	89
SUBSCRIBER FIRST INITIAL	Subscnber's first inibal.	AlPhanumeric 11l	92	92
SUBSCRIBER LAST NAIVE	Subscriber'slast name	A/phanumeric (11)	93	103
PATIENTS GENDER CODE	Gender code M = Male, F = Female, U = Unknown	Alphanumeric (1)	104	104
SPACES	soaces	Alphanumeric l6l	105	110
PAT IENT BIRTH DATE	Date the oatien was born	Numeric (8) YYYYMMDD	111	118
PATIENT FIRST NAME	Patre n t's first name	Alphanumeric (10)	119	128
PATIENT LAST NAIVE	Patient's last name.	Alphanumeric (15)	129	143
PATIENT RELATIONSHIP	Patient's relationsh0 Jo the subscriber.	Alphanumeric (2)	144	145
NETWORK INDICATOR	In and Out of net-Nork indicator - 0 is out of network. 1 is in network	Alphanumeric (1)	146	146
NUMBER OF SERVICES	Total numberof services for the claim.one claim could have several procedures beingbilledfor Totalnumber of services per claim.	Numenc (7)	147	153
PATIENT PAID AMOUNT	Patient Pay Amount	Numeric (7)	154	160
SPACE	Spaces	AlPhanumeric (7)	161	167
TOTAL ALLOWED	The total ddlar amountof charges ehgible for payment under the groups contract.	Numenc (7)	168	174
TOTAL CHARGE AMOUNT	Total charae amount billed by the oprovider	Numeric 17l	175	181
Soace	soaces	Alphanumeric (7)	182	188
COINSURANCE	Patient colnsurance/cooav amount.	Numeric (7)	189	195
COVERED CHAIRGES	Total dollar amount of What will be paid to the provider before reducbon of member liability.	Numeric (7)	196	202
DEDUCTIBLE AMOUNT	Patienl Deduc tible amount.	Numeric (7)	203	209
DENIED AMOUNT	Patent denied Amount	Numeric 17l	210	216
TOTAL NUMBER CHAIRGES	Total number of the line itemscontained on the record Will always be 00001	Numenc (5)	217	221
PAID AMOUNT	Total dollar amount paid for the claim.	Numeric (7)	222	228
OTHER CARRIER AMOUNT	Total dollar amount paid by the member's other insurance	Numeric (7)	229	235
PAID/REJECT DATE	Date the claim was paid (check was cut) or notiftcaton was sent to member reard1no non-oavment	Numeric (8)	236	243
PRIMARY PROCEDURE CODE	Pnmary service rendered to lha oatienl.	Alphanumeric 15)	244	244
PROVIDER NUMBER	State assigned license number	Numeric (11)	249	259
TOOTH CODE	Tooth Code	AlPhanumeric l 2l	260	261
TOOTH SURFACE	Tooth Su rf ace	AJpnanumeric 14l	262	268
SPACES	spaces	Alphanumeric l 5)	266	271
LINE CHARGE AMOUN T	Dol lar amount billed by the provider.	Numeric 17)	271	277
SPACE	soaces	AlohaN umer ic l 7 l	278	284
ALLOWED AMOUNT	.A.moun t llowed for procedure at a procedure tevel.	Num enc 17)	285	291
NUMBER OF SERVICES	Number of services rendered at Procedure level for this line Will always be 00001	Numenc (5)	292	296
CHAIRGED UNITS	Indicates number of units charaed. Will always be 00001	Numeric (5)	297	301
COVERED UNITS	Indicæes numberof units ehgible for reimbursementWill always be 00001	Numeric (5)	302	306
PEC 1 CODE	Reason for relectmo the claim/line	Alphanumeric (5)	307	311
PROVIDER TAXID	Providers taxid	A/phanumeric (9)	312	320
PROVIDER FIR ST	Providers first name	Alphanumeric l 14)	321	334
PROVIDER LAST	Providerslast name	Alphanumeric (24)	335	358
PROVIDER AIDRESS	ProV1ders address	Alphanumeric c (24)	359	382
PROVIDER CITY	Providers city	Alphanumeric (14)	383	396
PROVIDER STATE	ProV1ders state	Alphanumeric l2l	397	398
PROVIDER ZIP	Providers 210	AlPhanumeric (5)	399	403
PROVIDER SPECIALTY	Prov,ders soeclalty	Alphanumeric (3)	404	406
PEC 2 CODE	Reason for re jecting the claim/line.	Alphanumeric l5l	407	411
PEC 3 CODE	Reason for relectinathe cla1m/line.	AlPhanumenc (5)	412	416
Members ssn	members ssn	Numeric(9)	417	425
SPACES	Spaces l311		426	456
TRAILER				
NAME	DESCRIPTION	FIELD FORMAT	STARTING POS	ENDING POS
Trailer Record Identifier	One byte fie ld that ldenbfies records T = Trailer.	Alphanumeric (1)	1	1
FromDate	Beamnina date for the month	Numenc 18) YYYYMMDD	2	9
ThruDate	End date for the month	Numenc l8l YYYYMMDD	10	17
Record Count	Record count of file excludina header and trailer	Numeric (8)	18	25
Total Paid \$	Total of pa,d amounts	Numeric (11)	25	36
Filler	filler	Soaces l4191	37	456

APPENDIX B CODE ON DENTAL PROCEDURES AND NOMENCLATURE

NOTE: All the listed procedures may not be benefits under the terms of your contract. Refer to your contract for your specific benefits.

D0100 – D0999 DIAGNOSTIC

Clinical oral evaluations

- D0120 Periodic oral evaluation – established patient
- D0140 Limited oral evaluation – problem focused
- D0145 Oral evaluation for a patient under three years of age and counseling with primary caregiver
- D0150 Comprehensive oral evaluation – new or established patient
- D0160 Detailed and extensive oral evaluation – problem focused, by report
- D0170 Re-evaluation – limited, problem focused (established patient; not post–operative visit)
- D0180 Comprehensive periodontal evaluation – new or established patient
- D0190 Screening of a patient
- D0191 Assessment of a patient

Radiographs/diagnostic imaging (including interpretation)

- D0210 Intraoral – complete series of radiographic images
- D0220 Intraoral – periapical first radiographic image
- D0230 Intraoral – periapical each additional radiographic image
- D0240 Intraoral – occlusal radiographic image
- D0250 Extra-oral – 2D projection radiographic image created using a stationary radiation source, and detector
- D0251 Extra-oral posterior dental radiographic image
- D0270 Bitewing – single radiographic image
- D0272 Bitewings – two radiographic images
- D0273 Bitewings – three radiographic images
- D0274 Bitewings – four radiographic images
- D0277 Vertical bitewings – 7 to 8 radiographic images
- D0310 Sialography
- D0320 Temporomandibular joint arthrogram, including injection
- D0321 Other temporomandibular joint radiographic images, by report
- D0322 Tomographic survey
- D0330 Panoramic radiographic image
- D0340 2D cephalometric radiographic image – acquisition, measurement and analysis
- D0350 Oral/facial photographic images obtained intraorally or extraorally
- D0372 Intraoral tomosynthesis – comprehensive series of radiographic images
- D0373 Intraoral tomosynthesis – bitewing radiographic image
- D0374 Intraoral tomosynthesis – periapical radiographic image
- D0387 Intraoral tomosynthesis – comprehensive series of radiographic images – image capture only
- D0388 Intraoral tomosynthesis – bitewing radiographic image – image capture only
- D0389 Intraoral tomosynthesis – periapical radiographic image – image capture only

Tests and examinations

- D0411 HbA1c in-office point of service testing
- D0412 Blood glucose level test - in office using a glucose meter
- D0415 Collection of microorganisms for culture and sensitivity
- D0416 Viral culture
- D0419 Assessment of salivary flow by measurement
- D0422 Collection and preparation of genetic sample material for laboratory analysis and report
- D0423 Genetic test for susceptibility to diseases – specimen analysis
- D0425 Caries susceptibility tests

- D0431 Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures
- D0460 Pulp vitality tests
- D0470 Diagnostic casts

Oral pathology laboratory

- D0472 Accession of tissue, gross examination, preparation and transmission of written report
- D0473 Accession of tissue, gross and microscopic examination, preparation and transmission of written report
- D0474 Accession of tissue, gross and microscopic examination, including assessment of surgical margins for presence of disease, preparation and transmission of written report
- D0475 Decalcification procedure
- D0476 Special stains for microorganisms
- D0477 Special stains, not for microorganisms
- D0478 Immunohistochemical stains
- D0479 Tissue in-situ hybridization, including interpretation
- D0480 Accession of exfoliative cytologic smears, microscopic examination, preparation and transmission of written report
- D0481 Electron microscopy – diagnostic
- D0482 Direct immunofluorescence
- D0483 Indirect immunofluorescence
- D0484 Consultation on slides prepared elsewhere
- D0485 Consultation, including preparation of slides from biopsy material supplied by referring source
- D0486 Accession of brush biopsy sample, microscopic examination, preparation and transmission of written report
- D0502 Other oral pathology procedures, by report
- D0601 Caries risk assessment and documentation, with a finding of low risk
- D0602 Caries risk assessment and documentation, with a finding of moderate risk
- D0603 Caries risk assessment and documentation, with a finding of high risk
- D0604 Antigen testing for a public health related pathogen, including coronavirus
- D0605 Antibody testing for a public health related pathogen, including coronavirus
- D0606 Molecular testing for a public health related pathogen, including coronavirus
- D0701 Panoramic radiographic image – image capture only
- D0702 2-D cephalometric radiographic image – image capture only
- D0703 2-D oral/facial photographic image obtained intra-orally or extra-orally – image capture only
- D0705 Extra-oral posterior dental radiographic image – image capture only
- D0706 Intraoral – occlusal radiographic image – image capture only
- D0707 Intraoral – periapical radiographic image – image capture only
- D0708 Intraoral – bitewing radiographic image – image capture only
- D0709 Intraoral – complete series of radiographic images – image capture only
- D0801 3D dental surface scan – direct
- D0802 3D dental surface scan – indirect
- D0803 3D facial surface scan – direct
- D0804 3D facial surface scan - indirect
- D0999 Unspecified diagnostic procedure, by report

D1000 – D1999 PREVENTIVE

Dental prophylaxis

- D1110 Prophylaxis – adult
- D1120 Prophylaxis – *child through age 13*

Topical fluoride treatment (office procedure)

- D1206 Topical application of fluoride varnish
- D1208 Topical application of fluoride – excluding varnish

Other preventive services

- D1310 Nutritional counseling for control of dental disease
- D1320 Tobacco counseling for the control and prevention of oral disease
- D1321 Counseling for the control and prevention of adverse oral, behavioral, and systemic health effects associated with high-risk substance use
- D1330 Oral hygiene instructions
- D1351 Sealant – per tooth
- D1352 Preventive resin restoration in a moderate to high caries risk patient – permanent tooth
- D1354 Application of caries arresting medicament – per tooth
- D1355 Caries preventive medicament application – per tooth
- D1701 Pfizer-BioNTech Covid-19 vaccine administration – first dose
- D1702 Pfizer-BioNTech Covid-19 vaccine administration – second dose
- D1703 Moderna Covid-19 vaccine administration – first dose
- D1704 Moderna Covid-19 vaccine administration – second dose
- D1705 AstraZeneca Covid-19 vaccine administration – first dose
- D1706 AstraZeneca Covid-19 vaccine administration – second dose
- D1707 Janssen Covid-19 vaccine administration
- D1708 Pfizer-BioNTech COVID-19 vaccine administration – third dose
- D1709 Pfizer-BioNTech COVID-19 vaccine administration – booster dose
- D1710 Moderna COVID-19 vaccine administration – third dose
- D1711 Moderna COVID-19 vaccine administration – booster dose
- D1712 Janssen COVID-19 vaccine administration – booster dose
- D1713 Pfizer-BioNTech COVID-19 vaccine administration tris-sucrose pediatric - first dose
- D1714 Pfizer-BioNTech COVID-19 vaccine administration tris-sucrose pediatric - second dose
- D1781 Vaccine administration – human papillomavirus – Dose 1
- D1782 Vaccine administration – human papillomavirus – Dose 2
- D1783 Vaccine administration – human papillomavirus – Dose 3

Space maintenance (passive appliances)

- D1510 Space maintainer – fixed – unilateral – per quadrant
- D1516 Space maintainer – fixed – bilateral, maxillary
- D1517 Space maintainer – fixed – bilateral, mandibular
- D1520 Space maintainer – removable – unilateral – per quadrant
- D1526 Space maintainer – removable – bilateral, maxillary
- D1527 Space maintainer – removable – bilateral, mandibular
- D1551 Re-cement or re-bond bilateral space maintainer – maxillary
- D1552 Re-cement or re-bond bilateral space maintainer – mandibular
- D1553 Re-cement or re-bond unilateral space maintainer – per quadrant
- D1556 Removal of fixed unilateral space maintainer – per quadrant
- D1557 Removal of fixed bilateral space maintainer – maxillary
- D1558 Removal of fixed bilateral space maintainer - mandibular
- D1575 Distal shoe space maintainer – fixed – unilateral - per quadrant

D2000 – D2999 RESTORATIVE

Amalgam restorations (including polishing)

- D2140 Amalgam – one surface, primary or permanent
- D2150 Amalgam – two surfaces, primary or permanent
- D2160 Amalgam – three surfaces, primary or permanent
- D2161 Amalgam – four or more surfaces, primary or permanent

Resin-based composite restorations–direct

- D2330 Resin-based composite – one surface, anterior
- D2331 Resin-based composite – two surfaces, anterior
- D2332 Resin-based composite – three surfaces, anterior
- D2335 Resin-based composite – four or more surfaces or involving incisal angle (anterior)
- D2390 Resin-based composite crown, anterior

- D2391 Resin-based composite – one surface, posterior
- D2392 Resin-based composite – two surfaces, posterior
- D2393 Resin-based composite – three surfaces, posterior
- D2394 Resin-based composite – four or more surfaces, posterior

Gold foil restorations

- D2410 Gold foil – one surface
- D2420 Gold foil – two surfaces
- D2430 Gold foil – three surfaces

Inlay/onlay restorations

- D2510 Inlay – metallic – one surface
- D2520 Inlay – metallic – two surfaces
- D2530 Inlay – metallic – three or more surfaces
- D2542 Onlay – metallic – two surfaces
- D2543 Onlay – metallic – three surfaces
- D2544 Onlay – metallic – four or more surfaces
- D2610 Inlay – porcelain/ceramic – one surface
- D2620 Inlay – porcelain/ceramic – two surfaces
- D2630 Inlay – porcelain/ceramic – three or more surfaces
- D2642 Onlay – porcelain/ceramic – two surfaces
- D2643 Onlay – porcelain/ceramic – three surfaces
- D2644 Onlay – porcelain/ceramic – four or more surfaces
- D2650 Inlay – resin-based composite – one surface
- D2651 Inlay – resin-based composite – two surfaces
- D2652 Inlay – resin-based composite – three or more surfaces
- D2662 Onlay – resin-based composite – two surfaces
- D2663 Onlay – resin-based composite – three surfaces
- D2664 Onlay – resin-based composite – four or more surfaces

Crowns – single restorations only

- D2710 Crown – resin-based composite (indirect)
- D2712 Crown – 3/4 resin-based composite (indirect)
- D2720 Crown – resin with high noble metal
- D2721 Crown – resin with predominantly base metal
- D2722 Crown – resin with noble metal
- D2740 Crown – porcelain/ceramic
- D2750 Crown – porcelain fused to high noble metal
- D2751 Crown – porcelain fused to predominantly base metal
- D2752 Crown – porcelain fused to noble metal
- D2753 Crown – porcelain fused to titanium or titanium alloy
- D2780 Crown – 3/4 cast high noble metal
- D2781 Crown – 3/4 cast predominantly base metal
- D2782 Crown – 3/4 cast noble metal
- D2783 Crown – 3/4 porcelain/ceramic
- D2790 Crown – full cast high noble metal
- D2791 Crown – full cast predominantly base metal
- D2792 Crown – full cast noble metal
- D2794 Crown – titanium and titanium alloy
- D2799 Interim crown – further treatment or completion of a diagnosis necessary prior to final impression

Other restorative services

- D2910 Re-cement or re-bond inlay, onlay, veneer or partial coverage restorations
- D2915 Re-cement or re-bond indirectly fabricated or prefabricated post and core
- D2920 Re-cement or re-bond crown

D2921	Reattachment of tooth fragment, incisal edge or cusp
D2928	Prefabricated porcelain/ceramic crown – permanent tooth
D2929	Prefabricated porcelain/ceramic crown – primary tooth
D2930	Prefabricated stainless steel crown – primary tooth
D2931	Prefabricated stainless steel crown – permanent tooth
D2932	Prefabricated resin crown
D2933	Prefabricated stainless steel crown with resin window
D2934	Prefabricated esthetic coated stainless steel crown – primary tooth
D2940	Sedative filling
D2941	Interim therapeutic restoration – primary dentition
D2950	Core buildup, including any pins when required
D2951	Pin retention – per tooth, in addition to restoration
D2952	Post and core in addition to crown, indirectly fabricated
D2953	Each additional indirectly fabricated post – same tooth
D2954	Prefabricated post and core in addition to crown
D2955	Post removal
D2957	Each additional prefabricated post – same tooth
D2960	Labial veneer (resin laminate) – direct
D2961	Labial veneer (resin laminate) – indirect
D2962	Labial veneer (porcelain laminate) – indirect
D2971	Additional procedures to customize a crown to fit under an existing partial denture framework
D2975	Coping
D2980	Crown repair, necessitated by restorative material failure
D2999	Unspecified restorative procedure, by report

D3000 – D3999 ENDODONTICS

Pulp capping

D3110	Pulp cap – direct (excluding final restoration)
D3120	Pulp cap – indirect (excluding final restoration)

Pulpotomy

D3220	Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament
D3221	Pulpal debridement, primary and permanent teeth
D3222	Partial pulpotomy for apexogenesis–permanent tooth with incomplete root development
D3230	Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)
D3240	Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)

Endodontic therapy on primary teeth (including treatment plan, clinical procedures and follow-up care)

D3310	Endodontic therapy, anterior tooth (excluding final restoration)
D3320	Endodontic therapy, premolar tooth (excluding final restoration)
D3330	Endodontic therapy, molar tooth (excluding final restoration)
D3331	Treatment of root canal obstruction; non-surgical access
D3332	Incomplete endodontic therapy; inoperable, unrestorable or fractured tooth
D3333	Internal root repair of perforation defects

Endodontic retreatment

D3346	Retreatment of previous root canal therapy – anterior
D3347	Retreatment of previous root canal therapy – premolar
D3348	Retreatment of previous root canal therapy – molar

Apexification/recalcification procedures

D3351	Apexification/recalcification – initial visit (apical closure/calcific repair of perforations, root resorption, etc.)
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- D3352 Apexification/recalcification – interim medication replacement (apical closure/calcific repair of perforations, root resorption, pulpal space disinfection, etc.)
- D3353 Apexification/recalcification – final visit (includes completed root canal therapy – apical closure/calcific repair of perforations, root resorption, etc.)

Apicoectomy/periradicular services

- D3410 Apicoectomy – anterior
- D3421 Apicoectomy – premolar (first root)
- D3425 Apicoectomy – molar (first root)
- D3426 Apicoectomy (each additional root)
- D3430 Retrograde filling – per root
- D3450 Root amputation – per root
- D3460 Endodontic endosseous implant
- D3470 Intentional reimplantation (including necessary splinting)
- D3471 Surgical repair of root resorption – anterior
- D3472 Surgical repair of root resorption – premolar
- D3473 Surgical repair of root resorption – molar
- D3501 Surgical exposure of root surface without apicoectomy or repair of root resorption – anterior
- D3502 Surgical exposure of root surface without apicoectomy or repair of root resorption – premolar
- D3503 Surgical exposure of root surface without apicoectomy or repair of root resorption - molar

Other endodontic procedures

- D3910 Surgical procedure for isolation of tooth with rubber dam
- D3911 Intraorifice barrier
- D3920 Hemisection (including any root removal), not including root canal therapy
- D3921 Decoronation or submergence of an erupted tooth
- D3950 Canal preparation and fitting of preformed dowel or post
- D3999 Unspecified endodontic procedure, by report

D4000 – D4999 PERIODONTICS

Surgical services (including usual post–operative care)

- D4210 Gingivectomy or gingivoplasty – four or more contiguous teeth or bounded teeth spaces per quadrant
- D4211 Gingivectomy or gingivoplasty – one to three contiguous teeth or bounded teeth spaces per quadrant
- D4212 Gingivectomy or gingivoplasty – to allow access for restorative procedure, per tooth
- D4230 Anatomical crown exposure – four or more contiguous teeth or tooth bounded spaces per quadrant
- D4231 Anatomical crown exposure – one to three teeth or tooth bounded spaces per quadrant
- D4240 Gingival flap procedure, including root planing – four or more contiguous teeth or bounded teeth spaces per quadrant
- D4241 Gingival flap procedure, including root planing – one to three contiguous teeth or bounded teeth spaces per quadrant
- D4245 Apically positioned flap
- D4249 Clinical crown lengthening – hard tissue
- D4260 Osseous surgery (including elevation of a full thickness flap and closure) – four or more contiguous teeth or tooth bounded spaces per quadrant
- D4261 Osseous surgery (including elevation of a full thickness flap and closure) – one to three contiguous teeth or tooth bounded spaces per quadrant
- D4263 Bone replacement graft – retained natural tooth – first site in quadrant
- D4264 Bone replacement graft – retained natural tooth – each additional site in quadrant
- D4265 Biologic materials to aid in soft and osseous tissue regeneration, per site
- D4266 Guided tissue regeneration – resorbable barrier, per site

- D4267 Guided tissue regeneration – nonresorbable barrier, per site (includes membrane removal)
- D4268 Surgical revision procedure, per tooth
- D4270 Pedicle soft tissue graft procedure
- D4273 Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant, or edentulous tooth position in graft
- D4274 Mesial/distal wedge procedure, single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)
- D4275 Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant, or edentulous tooth position in graft
- D4276 Combined connective tissue and pedicle graft, per tooth
- D4277 Free soft tissue graft procedure (including recipient and donor surgical sites), first tooth, implant, or edentulous tooth position in graft
- D4278 Free soft tissue graft procedure (including recipient and donor surgical sites), each additional contiguous tooth, implant, or edentulous tooth position in same graft site
- D4283 Autogenous connective tissue graft procedure (including donor and recipient surgical sites) – each additional contiguous tooth, implant or edentulous tooth position in same graft site
- D4285 Non-autogenous connective tissue graft procedure (including recipient surgical site and donor material) – each additional contiguous tooth, implant or edentulous tooth position in same graft site.
- D4286 Removal of non-resorbable barrier

Non–surgical periodontal service

- D4322 Splint – intra-coronal; natural teeth or prosthetic crowns
- D4323 Splint – extra-coronal; natural teeth or prosthetic crowns
- D4341 Periodontal scaling and root planing – four or more teeth per quadrant
- D4342 Periodontal scaling and root planing – one to three teeth per quadrant
- D4346 Scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation
- D4355 Full mouth debridement to enable a comprehensive evaluation and diagnosis on subsequent visit
- D4381 Localized delivery of antimicrobial agents via controlled release vehicle into diseased crevicular tissue, per tooth

Other periodontal services

- D4910 Periodontal maintenance
- D4920 Unscheduled dressing change (by someone other than treating dentist or their staff)
- D4999 Unspecified periodontal procedure, by report

D5000 – D5899 PROSTHODONTICS (REMOVABLE)

Complete dentures (including routine post–delivery care)

- D5110 Complete denture – maxillary
- D5120 Complete denture – mandibular
- D5130 Immediate denture – maxillary
- D5140 Immediate denture – mandibular

Partial dentures (including routine post–delivery care)

- D5211 Maxillary partial denture – resin base (including, retentive/clasping materials, rests and teeth)
- D5212 Mandibular partial denture – resin base (including, retentive/clasping materials, rests and teeth)
- D5213 Maxillary partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
- D5214 Mandibular partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)

- D5221 Immediate maxillary partial denture – resin base (including retentive/clasping materials, rests and teeth)
- D5222 Immediate mandibular partial denture – resin base (including retentive/clasping materials, rests and teeth)
- D5223 Immediate maxillary partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
- D5224 Immediate mandibular partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)
- D5225 Maxillary partial denture – flexible base (including retentive/clasping materials, rests and teeth)
- D5226 Mandibular partial denture – flexible base (including retentive/clasping materials, rests and teeth)
- D5227 Immediate maxillary partial denture – flexible base (including any clasps, rests and teeth)
- D5228 Immediate mandibular partial denture – flexible base (including any clasps, rests and teeth)
- D5282 Removable unilateral partial denture – one piece cast metal (including retentive/clasping materials, rests and teeth), maxillary
- D5283 Removable unilateral partial denture – one piece cast metal (including retentive/clasping materials, rests and teeth), mandibular
- D5284 Removable unilateral partial denture – one piece flexible base (including retentive/clasping materials, rests and teeth) – per quadrant
- D5286 Removable unilateral partial denture – one piece resin (including retentive/clasping materials, rests and teeth) – per quadrant

Adjustments to dentures

- D5410 Adjust complete denture – maxillary
- D5411 Adjust complete denture – mandibular
- D5421 Adjust partial denture – maxillary
- D5422 Adjust partial denture – mandibular

Repairs to complete dentures

- D5511 Repair broken complete denture base, mandibular
- D5512 Repair broken complete denture base, maxillary
- D5520 Replace missing or broken teeth – complete denture (each tooth)

Repairs to partial dentures

- D5611 Repair resin partial denture base, mandibular
- D5612 Repair resin partial denture base, maxillary
- D5621 Repair cast partial framework, mandibular
- D5622 Repair cast partial framework, maxillary
- D5630 Repair or replace broken retentive clasping materials – per tooth
- D5640 Replace broken teeth – per tooth
- D5650 Add tooth to existing partial denture
- D5660 Add clasp to existing partial denture – per tooth
- D5670 Replace all teeth and acrylic on cast metal framework (maxillary)
- D5671 Replace all teeth and acrylic on cast metal framework (mandibular)

Denture rebase procedures

- D5710 Rebase complete maxillary denture
- D5711 Rebase complete mandibular denture
- D5720 Rebase maxillary partial denture
- D5721 Rebase mandibular partial denture
- D5725 Rebase hybrid prosthesis

Denture reline procedures

- D5730 Reline complete maxillary denture (chairside)
- D5731 Reline complete mandibular denture (chairside)
- D5740 Reline maxillary partial denture (chairside)
- D5741 Reline mandibular partial denture (chairside)
- D5750 Reline complete maxillary denture (laboratory)
- D5751 Reline complete mandibular denture (laboratory)
- D5760 Reline maxillary partial denture (laboratory)
- D5761 Reline mandibular partial denture (laboratory)
- D5765 Soft liner for complete or partial removable denture - indirect

Interim prosthesis

- D5810 Interim complete denture (maxillary)
- D5811 Interim complete denture (mandibular)
- D5820 Interim partial denture (including retentive/clasping materials, rests and teeth), maxillary
- D5821 Interim partial denture (including retentive/clasping materials, rests and teeth), mandibular

Other removable prosthetic services

- D5850 Tissue conditioning – maxillary
- D5851 Tissue conditioning – mandibular
- D5862 Precision attachment, by report
- D5863 Overdenture – complete maxillary
- D5864 Overdenture – partial maxillary
- D5865 Overdenture – complete mandibular
- D5866 Overdenture – partial mandibular
- D5867 Replacement of replaceable part of semi–precision or precision attachment, per attachment
- D5875 Modification of removable prosthesis following implant surgery
- D5876 Add metal substructure to acrylic full denture (per arch)
- D5899 Unspecified removable prosthodontic procedure, by report

D5900 – D5999 MAXILLOFACIAL PROSTHETICS

- D5911 Facial moulage (sectional)
- D5912 Facial moulage (complete)
- D5913 Nasal prosthesis
- D5914 Auricular prosthesis
- D5915 Orbital prosthesis
- D5916 Ocular prosthesis
- D5919 Facial prosthesis
- D5922 Nasal septal prosthesis
- D5923 Ocular prosthesis, interim
- D5924 Cranial prosthesis
- D5925 Facial augmentation implant prosthesis
- D5926 Nasal prosthesis, replacement
- D5927 Auricular prosthesis, replacement
- D5928 Orbital prosthesis, replacement
- D5929 Facial prosthesis, replacement
- D5931 Obturator prosthesis, surgical
- D5932 Obturator prosthesis, definitive
- D5933 Obturator prosthesis, modification
- D5934 Mandibular resection prosthesis with guide flange
- D5935 Mandibular resection prosthesis without guide flange
- D5936 Obturator prosthesis, interim
- D5937 Trismus appliance (not for TMD treatment)

D5951	Feeding aid
D5952	Speech aid prosthesis, pediatric
D5953	Speech aid prosthesis, adult
D5954	Palatal augmentation prosthesis
D5955	Palatal lift prosthesis, definitive
D5958	Palatal lift prosthesis, interim
D5959	Palatal lift prosthesis, modification
D5960	Speech aid prosthesis, modification
D5982	Surgical stent
D5983	Radiation carrier
D5984	Radiation shield
D5985	Radiation cone locator
D5986	Fluoride gel carrier
D5987	Commissure splint
D5988	Surgical splint
D5995	Periodontal medicament carrier with peripheral seal – laboratory processed – maxillary
D5996	Periodontal medicament carrier with peripheral seal – laboratory processed - mandibular
D5999	Unspecified maxillofacial prosthesis, by report

D6000 – D6199 IMPLANT SERVICES

D6010	Surgical placement of implant body: endosteal implant
D6011	Surgical access to an implant body (second stage implant surgery)
D6012	Surgical placement of interim implant body for transitional prosthesis: endosteal implant
D6013	Surgical placement of mini implant
D6040	Surgical placement: eposteal implant
D6050	Surgical placement: transosteal implant
D6051	Interim implant abutment placement

Implant supported prosthetics

D6055	Dental implant supported connecting bar
D6056	Prefabricated abutment – includes modification and placement
D6057	Custom fabricated abutment – includes placement
D6058	Abutment supported porcelain/ceramic crown
D6059	Abutment supported porcelain fused to metal crown (high noble metal)
D6060	Abutment supported porcelain fused to metal crown (predominantly base metal)
D6061	Abutment supported porcelain fused to metal crown (noble metal)
D6062	Abutment supported cast metal crown (high noble metal)
D6063	Abutment supported cast metal crown (predominantly base metal)
D6064	Abutment supported cast metal crown (noble metal)
D6065	Implant supported porcelain/ceramic crown
D6066	Implant supported porcelain fused to metal crown (high noble alloys)
D6067	Implant supported cast metal crown (high noble alloys)
D6068	Abutment supported retainer for porcelain/ceramic FPD
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal)
D6072	Abutment supported retainer for cast metal FPD (high noble metal)
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal)
D6074	Abutment supported retainer for cast metal FPD (noble metal)
D6075	Implant supported retainer for ceramic FPD
D6076	Implant supported retainer for porcelain fused to metal FPD (high noble alloys)
D6077	Implant supported retainer for cast metal FPD (high noble alloys)

Other implant services

- D6080 Implant maintenance procedures, including removal of prosthesis, cleansing of prosthesis and abutments and reinsertion of prosthesis
- D6081 Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure
- D6082 Implant supported crown – porcelain fused to predominantly base alloys
- D6083 Implant supported crown – porcelain fused to noble alloys
- D6084 Implant supported crown – porcelain fused to titanium and titanium alloy
- D6085 Interim implant crown
- D6086 Implant supported crown – predominantly base alloys
- D6087 Implant supported crown – noble alloys
- D6088 Implant supported crown – titanium/titanium alloys
- D6090 Repair implant supported prosthesis, by report
- D6091 Replacement of replaceable part of semi-precision or precision attachment of implant/abutment supported prosthesis, per attachment
- D6092 Re-cement or re-bond implant/abutment supported crown
- D6094 Abutment supported crown – (titanium or titanium alloys)
- D6095 Repair implant abutment, by report
- D6096 Remove broken implant retaining screw
- D6097 Abutment supported crown – porcelain fused to titanium and titanium alloys
- D6098 Implant supported retainer for metal FPD – porcelain fused to predominantly base alloys
- D6099 Implant supported retainer for FPD – porcelain fused to noble
- D6100 Surgical removal of implant body
- D6101 Debridement of a periimplant defect or defects surrounding a single implant, and surface cleaning of the exposed implant surfaces, including flap entry and closure
- D6102 Debridement and osseous contouring of a periimplant defect or defects surrounding a single implant, and surface cleaning includes surface cleaning of the exposed implant surfaces, including flap entry and closure
- D6105 Removal of implant body not requiring bone removal or flap elevation
- D6106 Guided tissue regeneration – resorbable barrier, per implant
- D6107 Guided tissue regeneration – non-resorbable barrier, per implant
- D6110 Implant/abutment supported removable denture for edentulous arch– maxillary
- D6111 Implant/abutment supported removable denture for edentulous arch– mandibular
- D6112 Implant/abutment supported removable denture for partially edentulous arch–maxillary
- D6113 Implant/abutment supported removable denture for partially edentulous arch – mandibular
- D6114 Implant/ abutment supported fixed denture for edentulous arch – maxillary
- D6115 Implant / abutment supported fixed denture for edentulous arch – mandibular
- D6116 Implant / abutment supported fixed denture for partially edentulous arch – maxillary
- D6117 Implant / abutment supported fixed denture for partially edentulous arch – mandibular
- D6118 Implant/abutment supported interim fixed denture for edentulous arch – mandibular
- D6119 Implant/abutment supported interim fixed denture for edentulous arch – maxillary
- D6120 Implant supported retainer – porcelain fused to titanium and titanium alloys
- D6121 Implant supported retainer for metal FPD – predominantly base alloys
- D6122 Implant supported retainer for metal FPD – noble alloys
- D6123 Implant supported retainer for metal FPD – titanium or titanium alloys
- D6190 Radiographic/surgical implant index, by Report
- D6093 Re-cement or re-bond implant/abutment supported fixed partial denture
- D6191 Semi-precision abutment – placement
- D6192 Semi-precision attachment - placement
- D6194 Abutment supported retainer crown for FPD – (titanium and titanium alloys)
- D6195 Abutment supported retainer – porcelain fused to titanium or titanium alloys
- D6197 Replacement of restorative material used to close an access opening of a screw-retained implant supported prosthesis, per implant
- D6198 Remove interim implant component
- D6199 Unspecified implant procedure, by report

D6200 – D6999 PROSTHODONTICS, FIXED

(Each retainer and each pontic constitutes a unit in a fixed partial denture)

Fixed partial denture pontics

D6205	Pontic – indirect resin based composite
D6210	Pontic – cast high noble metal
D6211	Pontic – cast predominantly base metal
D6212	Pontic – cast noble metal
D6214	Pontic – titanium and titanium alloys
D6240	Pontic – porcelain fused to high noble metal
D6241	Pontic – porcelain fused to predominantly base metal
D6242	Pontic – porcelain fused to noble metal
D6243	Pontic – porcelain fused to titanium or titanium alloys
D6245	Pontic – porcelain/ceramic
D6250	Pontic – resin with high noble metal
D6251	Pontic – resin with predominantly base metal
D6252	Pontic – resin with noble metal
D6253	Interim pontic – further treatment or completion of diagnosis necessary prior to final impression

Fixed partial denture retainers – inlays/onlays

D6545	Retainer – cast metal for resin bonded fixed prosthesis
D6548	Retainer – porcelain/ceramic for resin bonded fixed prosthesis
D6549	Resin retainer – for resin bonded fixed prosthesis
D6600	Retainer inlay – porcelain/ceramic, two surfaces
D6601	Retainer inlay – porcelain/ceramic, three or more surfaces
D6602	Retainer inlay – cast high metal, two surfaces
D6603	Retainer inlay – cast high metal, three or more surfaces
D6604	Retainer inlay – cast predominantly base metal, two surfaces
D6605	Retainer inlay – cast predominantly base metal, three or more surfaces
D6606	Retainer inlay – cast noble metal, two surfaces
D6607	Retainer inlay – cast noble metal, three or more surfaces
D6608	Retainer onlay – porcelain/ceramic, two surfaces
D6609	Retainer onlay – porcelain/ceramic, three or more surfaces
D6610	Retainer onlay – cast high noble metal, two surfaces
D6611	Retainer onlay – cast high noble metal, three or more surfaces
D6612	Retainer onlay – cast predominantly base metal, two surfaces
D6613	Retainer onlay – cast predominantly base metal, three or more surfaces
D6614	Retainer onlay – cast noble metal, two surfaces
D6615	Retainer onlay – cast noble metal, three or more surfaces
D6624	Retainer inlay – titanium
D6634	Retainer onlay – titanium

Fixed partial denture retainers – crowns

D6710	Retainer crown – indirect resin based composite
D6720	Retainer crown – resin with high noble metal
D6721	Retainer crown – resin with predominantly base metal
D6722	Retainer crown – resin with noble metal
D6740	Retainer crown – porcelain/ceramic
D6750	Retainer crown – porcelain fused to high noble metal
D6751	Retainer crown – porcelain fused to predominantly base metal
D6752	Retainer crown – porcelain fused to noble metal
D6753	Retainer crown – porcelain fused to titanium or titanium alloys
D6780	Retainer crown – 3/4 cast high noble metal
D6781	Retainer crown – 3/4 cast predominantly base metal
D6782	Retainer crown – 3/4 cast noble metal
D6783	Retainer crown – 3/4 porcelain/ceramic

- D6784 Retainer crown - 3/4 titanium and titanium alloys
- D6790 Retainer crown – full cast high noble metal
- D6791 Retainer crown – full cast predominantly base metal
- D6792 Retainer crown – full cast noble metal
- D6793 Interim retainer crown – further treatment or completion of diagnosis necessary prior to final impression
- D6794 Retainer crown – titanium and titanium alloys

Other fixed partial denture services

- D6920 Connector bar
- D6930 Re-cement or re-bond fixed partial denture
- D6940 Stress breaker
- D6950 Precision attachment
- D6980 Fixed partial denture repair necessitated by restorative material
- D6985 Pediatric partial denture, fixed
- D6999 Unspecified, fixed prosthodontic procedure, by report

D7000 – D7999 ORAL AND MAXILLOFACIAL SURGERY

Extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

- D7111 Extraction, coronal remnants – primary tooth
- D7140 Extraction, erupted tooth or exposed root (elevation and/or forceps removal)

Surgical extractions (includes local anesthesia, suturing, if needed, and routine postoperative care)

- D7210 Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated
- D7220 Removal of impacted tooth – soft tissue
- D7230 Removal of impacted tooth – partially bony
- D7240 Removal of impacted tooth – completely bony
- D7241 Removal of impacted tooth – completely bony, with unusual surgical complications
- D7250 Removal of residual tooth roots (cutting procedure)

Other surgical procedures

- D7260 Oroantral fistula closure
- D7261 Primary closure of a sinus perforation
- D7270 Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth
- D7272 Tooth transplantation (includes reimplantation from one site to another and splinting and/or stabilization)
- D7280 Exposure of an unerupted tooth
- D7282 Mobilization of erupted or malpositioned tooth to aid eruption
- D7283 Placement of device to facilitate eruption of impacted tooth
- D7285 Incisional biopsy of oral tissue – hard (bone, tooth)
- D7286 Incisional biopsy of oral tissue – soft
- D7287 Exfoliative cytological sample collection
- D7288 Brush biopsy – transepithelial sample collection
- D7290 Surgical repositioning of teeth
- D7291 Transseptal fibrotomy/supra crestal fibrotomy, by report
- D7292 Placement of temporary anchorage device [screw retained plate] requiring flap
- D7293 Placement of temporary anchorage device requiring flap
- D7294 Placement of temporary anchorage device without flap
- D7296 Corticotomy – one to three teeth or tooth spaces, per quadrant
- D7297 Corticotomy – four or more teeth or tooth spaces, per quadrant
- D7298 Removal of temporary anchorage device [screw retained plate], requiring flap
- D7299 Removal of temporary anchorage device, requiring flap
- D7300 Removal of temporary anchorage device without flap

Alveoloplasty – surgical preparation of ridge for dentures

- D7310 Alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces, per quadrant
- D7311 Alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant
- D7320 Alveoloplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant
- D7321 Alveoloplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant

Vestibuloplasty

- D7340 Vestibuloplasty – ridge extension (secondary epithelialization)
- D7350 Vestibuloplasty – ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)

Surgical excision of soft tissue lesions

- D7410 Excision of benign lesion up to 1.25 cm
- D7411 Excision of benign lesion greater than 1.25 cm
- D7412 Excision of benign lesion, complicated
- D7413 Excision of malignant lesion up to 1.25 cm
- D7414 Excision of malignant lesion greater than 1.25 cm
- D7415 Excision of malignant lesion complicated
- D7465 Destruction of lesion(s) by physical or chemical method, by report

Surgical excision of intra–osseous lesions

- D7440 Excision of malignant tumor – lesion diameter up to 1.25 cm
- D7441 Excision of malignant tumor – lesion diameter greater than 1.25 cm
- D7450 Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm
- D7451 Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm
- D7460 Removal of benign nonodontogenic cyst or tumor – lesion diameter up to 1.25 cm
- D7461 Removal of benign nonodontogenic cyst or tumor – lesion diameter greater than 1.25 cm

Excision of bone tissue

- D7471 Removal of lateral exostosis (maxilla or mandible)
- D7472 Removal of torus palatinus
- D7473 Removal of torus mandibularis
- D7485 Reduction of osseous tuberosity
- D7490 Radical resection of maxilla or mandible

Surgical incision

- D7509 Marsupialization of odontogenic cyst
- D7510 Incision and drainage of abscess – intraoral soft tissue
- D7511 Incision and drainage of abscess – intraoral soft tissue – complicated (includes drainage of multiple fascial spaces)
- D7520 Incision and drainage of abscess – extraoral soft tissue
- D7521 Incision and drainage of abscess – extraoral soft tissue – complicated (includes drainage of multiple fascial spaces)
- D7530 Removal of foreign body from mucosa, skin or subcutaneous alveolar tissue
- D7540 Removal of reaction–producing foreign bodies, musculoskeletal system
- D7550 Partial ostectomy/sequestrectomy for removal of non–vital bone
- D7560 Maxillary sinusotomy for removal of tooth fragment or foreign body

Treatment of fractures – simple

- D7610 Maxilla – open reduction (teeth immobilized, if present)
- D7620 Maxilla – closed reduction (teeth immobilized, if present)
- D7630 Mandible – open reduction (teeth immobilized, if present)
- D7640 Mandible – closed reduction (teeth immobilized, if present)
- D7650 Malar and/or zygomatic arch – open reduction
- D7660 Malar and/or zygomatic arch – closed reduction
- D7670 Alveolus – closed reduction, may include stabilization of teeth
- D7671 Alveolus – open reduction, may include stabilization of teeth
- D7680 Facial bones – complicated reduction with fixation and multiple surgical approaches

Treatment of fractures – compound

- D7710 Maxilla – open reduction
- D7720 Maxilla – closed reduction
- D7730 Mandible – open reduction
- D7740 Mandible – closed reduction
- D7750 Malar and/or zygomatic arch – open reduction
- D7760 Malar and/or zygomatic arch – closed reduction
- D7770 Alveolus – open reduction splinting stabilization of teeth
- D7771 Alveolus – closed reduction stabilization of teeth
- D7780 Facial bones – complicated reduction with fixation and multiple approaches

Reduction of dislocation and management of other temporomandibular joint dysfunctions

- D7810 Open reduction of dislocation
- D7820 Closed reduction of dislocation
- D7830 Manipulation under anesthesia
- D7840 Condylectomy
- D7850 Surgical discectomy, with/without implant
- D7852 Disc repair
- D7854 Synovectomy
- D7856 Myotomy
- D7858 Joint reconstruction
- D7860 Arthrotomy
- D7865 Arthroplasty
- D7870 Arthrocentesis
- D7871 Non-arthroscopic lysis and lavage
- D7872 Arthroscopy – diagnosis, with or without biopsy
- D7873 Arthroscopy: lavage and lysis of adhesions
- D7874 Arthroscopy: disc repositioning and stabilization
- D7875 Arthroscopy: synovectomy
- D7876 Arthroscopy: discectomy
- D7877 Arthroscopy: debridement
- D7880 Occlusal orthotic device, by report
- D7881 Occlusal orthotic device adjustment
- D7899 Unspecified TMD therapy, by report

Repair of traumatic wounds

- D7910 Suture of recent small wounds up to 5 cm

Complicated suturing (reconstruction requiring delicate handling of tissues and wide undermining for meticulous closure)

- D7911 Complicated suture – up to 5 cm
- D7912 Complicated suture – greater than 5 cm

Other repair procedures

- D7920 Skin graft (identify defect covered, location and type of graft)
- D7922 Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site
- D7940 Osteoplasty – for orthognathic deformities
- D7941 Osteotomy – mandibular rami
- D7943 Osteotomy – mandibular rami with bone graft; includes obtaining the graft
- D7944 Osteotomy – segmented or subapical
- D7945 Osteotomy – body of mandible
- D7946 LeFort I (maxilla – total)
- D7947 LeFort I (maxilla – segmented)
- D7948 LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) – without bone graft
- D7949 LeFort II or LeFort III – with bone graft
- D7950 Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla – autogenous or nonautogenous, by report
- D7951 Sinus augmentation with bone or bone substitutes via a lateral open approach
- D7952 Sinus augmentation via a vertical approach
- D7953 Bone replacement graft for ridge preservation – per site
- D7955 Repair of maxillofacial soft and/or hard tissue defect
- D7956 Guided tissue regeneration, edentulous area – resorbable barrier, per site
- D7957 Guided tissue regeneration, edentulous area – non-resorbable barrier, per site
- D7961 Buccal/labial frenectomy (frenulectomy)
- D7962 Lingual frenectomy (frenulectomy)
- D7963 Frenuloplasty
- D7970 Excision of hyperplastic tissue – per arch
- D7971 Excision of pericoronal gingiva
- D7972 Surgical reduction of fibrous tuberosity
- D7979 Non-surgical sialolithotomy
- D7980 Surgical sialolithotomy
- D7981 Excision of salivary gland, by report
- D7982 Sialodochoplasty
- D7983 Closure of salivary fistula
- D7990 Emergency tracheotomy
- D7991 Coronoidectomy
- D7993 Surgical placement of craniofacial implant – extra oral
- D7994 Surgical placement zygomatic implant
- D7995 Synthetic graft – mandible or facial bones, by report
- D7996 Implant – mandible for augmentation purposes (excluding alveolar ridge), by report
- D7997 Appliance removal (not by dentist who placed appliance), includes removal of archbar
- D7998 Intraoral placement of a fixation device not in conjunction with a fracture
- D7999 Unspecified oral surgery procedure, by report

D8000 – D8999 ORTHODONTICS

Limited orthodontic treatment

- D8010 Limited orthodontic treatment of the primary dentition
- D8020 Limited orthodontic treatment of the transitional dentition
- D8030 Limited orthodontic treatment of the adolescent dentition
- D8040 Limited orthodontic treatment of the adult dentition

Comprehensive orthodontic treatment

- D8070 Comprehensive orthodontic treatment of the transitional dentition
- D8080 Comprehensive orthodontic treatment of the adolescent dentition
- D8090 Comprehensive orthodontic treatment of the adult dentition

Minor treatment to control harmful habits

- D8210 Removable appliance therapy
- D8220 Fixed appliance therapy

Other orthodontic services

- D8660 Pre-orthodontic treatment examination to monitor growth and development
- D8670 Periodic orthodontic treatment visit
- D8680 Orthodontic retention (removal of appliances, construction and placement of retainer[s])
- D8681 Removable orthodontic retainer adjustment
- D8695 Removal of fixed orthodontic appliances for reasons other than completion of treatment
- D8696 Repair of orthodontic appliance – maxillary
- D8697 Repair of orthodontic appliance – mandibular
- D8698 Re-cement or re-bond fixed retainer – maxillary
- D8699 Re-cement or re-bond fixed retainer – mandibular
- D8701 Repair of fixed retainer, includes reattachment – maxillary
- D8702 Repair of fixed retainer, includes reattachment – mandibular
- D8703 Replacement of lost or broken retainer – maxillary
- D8704 Replacement of lost or broken retainer - mandibular
- D8999 Unspecified orthodontic procedure, by report

D9000 – D9999 ADJUNCTIVE GENERAL SERVICES**Unclassified treatment**

- D9110 Palliative (emergency) treatment of dental pain – minor procedure
- D9120 Fixed partial denture sectioning
- D9130 Temporomandibular joint dysfunction – non-invasive physical therapies

Anesthesia

- D9210 Local anesthesia not in conjunction with operative or surgical procedures
- D9211 Regional block anesthesia
- D9212 Trigeminal division block anesthesia
- D9215 Local anesthesia
- D9219 Evaluation for moderate sedation, deep sedation or general anesthesia
- D9222 Deep sedation/general anesthesia – first 15 minutes
- D9223 Deep sedation/general anesthesia – each subsequent 15 minute increment
- D9230 Analgesia, anxiolysis, inhalation of nitrous oxide
- D9239 Intravenous moderate (conscious) sedation/analgesia – first 15 minutes
- D9243 Intravenous moderate (conscious) sedation/analgesia – each subsequent 15 minute increment
- D9248 Non-intravenous conscious sedation

Professional consultation

- D9310 Consultation (diagnostic service provided by dentist or physician other than requesting dentist or physician)

Professional visits

- D9410 House/extended care facility call
- D9420 Hospital call
- D9430 Office visit for observation (during regularly scheduled hours) – no other services performed
- D9440 Office visit – after regularly scheduled hours
- D9450 Case presentation, detailed and extensive treatment planning

Drugs

- D9610 Therapeutic parenteral drug, single administration
- D9612 Therapeutic parenteral drugs, two or more administrations, different medications

- D9613 Infiltration of sustained release therapeutic drug, per quadrant
- D9630 Drugs or medicaments dispensed in the office for home use

Miscellaneous services

- D9910 Application of desensitizing medicament
- D9911 Application of desensitizing resin for cervical and/or root surface, per tooth
- D9912 Pre-visit patient screening
- D9920 Behavior management, by report
- D9930 Treatment of complications (post-surgical) – unusual circumstances, by report
- D9932 Cleaning and inspection of removable complete denture, maxillary
- D9933 Cleaning and inspection of removable complete denture, mandibular
- D9934 Cleaning and inspection of removable partial denture, maxillary
- D9935 Cleaning and inspection of removable partial denture, mandibular
- D9941 Fabrication of athletic mouthguard
- D9942 Repair and/or reline of occlusal guard
- D9943 Occlusal guard adjustment
- D9944 Occlusal guard – hard appliance, full arch
- D9945 Occlusal guard – soft appliance, full arch
- D9946 Occlusal guard – hard appliance, partial arch
- D9947 Custom sleep apnea appliance fabrication and placement
- D9948 Adjustment of custom sleep apnea appliance
- D9949 Repair of a custom sleep apnea appliance
- D9950 Occlusion analysis – mounted case
- D9951 Occlusal adjustment – limited
- D9952 Occlusal adjustment – complete
- D9953 Reline custom sleep apnea appliance (indirect)
- D9961 Duplicate/copy patient's records
- D9970 Enamel microabrasion
- D9971 Odontoplasty – per tooth
- D9972 External bleaching – per arch – performed in office
- D9973 External bleaching – per tooth
- D9974 Internal bleaching – per tooth
- D9990 Certified translation or sign language services - per visit
- D9995 Teledentistry – synchronous; real-time encounter
- D9996 Teledentistry – asynchronous; information stored and forwarded to dentist for subsequent review
- D9997 Dental case management – Patients with special Health Care Needs
- D9999 Unspecified adjunctive procedure, by report

Note: This Appendix represents codes and nomenclature excerpted from the version of Current Dental Terminology (CDT) in effect at the date of this printing. CDT coding and nomenclature are the copyright of the American Dental Association, and have been accepted as the standard for data transmission purposes under federal Administrative Simplification regulations. For the purposes of this Appendix, Delta Dental's administration of Benefits, Limitations and Exclusions under this Contract will at all times be based on the then-current version of CDT whether or not a revised Appendix B is provided.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

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 Agreement with ASM Global – Fresno Convention Center

ITEM DESCRIPTION: Included in the Board binders is an agreement with ASM Global to provide room rental space for Instructional Division Learning Sessions. Learning Sessions are for management's ongoing cycles of review and professional learning. District leaders will focus on aligning initiatives and resources to the district mission, vision, values, and goals and the Superintendent's focus areas. Bringing the Instructional Division departments together will increase cohesiveness when supporting sites. Five dates have been selected to hold the Instructional Division Learning Sessions: October 02, December 11, January 22, April 08, and June 10.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$17,595 are available in the Chief Academic Office's Budget.

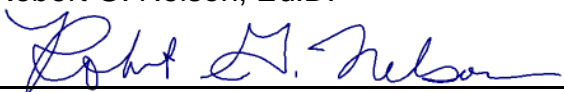
PREPARED BY: Natasha Baker, Ed.D.

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>29066</u>	
Vendor Number	
<u>ASM Global</u>	<u>848 M Street, Second Floor, Fresno CA 93721</u>
Vendor Name	Address
<u>559-621-8759</u>	<u>Helen Njenga</u>
Phone Number	Vendor Contact
<u>From: 9/28/2023</u>	<u>Through: 6/30/2024</u>
Term (Duration)	
FUSD Contract Administrator:	
<u>Natasha Baker</u>	<u>CAO</u> <u>559-457-3731</u>
Name	Site/ Dept Telephone number
Budget (Fund-Unit-Dept.-Activity-Function-Object)	<u>030-0188-0601-1110-2100-5899</u>

Annual Cost \$ 17,595.00 (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. Yes No

Scope of Work Summary:

Room rental for the Instructional Division Learning Sessions on the following dates: October 02,2023, December 11,2023, January 22,2024, April 08,2024, and June 10,2024. ASM Global is the vendor to utilize the Convention Center.

Learning Sessions are for management's cycle of reviews and professional learning. District leaders will focus on aligning initiatives to the district's mission, vision, value, goals, and the Superintendent's focus areas over the course of the year. Bringing all departments together will increase district leader effectiveness to support sites.

Please indicate where the work will be performed: Work to be performed remotely in the state of California

Date Item is to appear on Board of Education Agenda: 09/27/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: 9/8/2023
Signed Date

Reviewed & approved by Risk Management: Sep 13, 2023
Signed Date

Reviewed & approved by Department Head: 9/8/2023
Signed Date

Please return signed agreement back to (name/email) : heidi.ilic@fresnounified.org



USE LICENSE AGREEMENT

23-10-696-1498922

23-12-696-1498924

24-01-696-1498926

24-04-696-1498928

24-06-696-1498930

BY AND BETWEEN

ASM GLOBAL and Fresno Unified School District
 "Instructional Division's Learning Sessions"

% Natasha Baker

Contact: Heidi Ilic

Phone: 559-457-3908 Fax: N/A

Email: Heidi.Ilic@fresnounified.org

Date of Contract: Sept 28, 2023



HN	Prepared by
175	Estimated Total Attendance
YES	501 (c) 3 Non-Profit VERIFIED
NO	Profit Organization
NO	CO-PRO w/FCEC

USE LICENSE AGREEMENT

THIS USE LICENSE AGREEMENT (together with the Exhibits attached hereto, the "Agreement") is dated as of Sept 28, 2023 by and between ASM GLOBAL, a Pennsylvania general partnership ("ASM GLOBAL"), and Fresno Unified School District Whose current address is **2309 Tulare Street, Fresno, CA. 93721** (the "Licensee").

BACKGROUND

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

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

1. Use of the Facility.

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

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

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

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

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

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

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

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

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

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

2. Purpose.

(a) The Facility will be used solely for the purpose of the **Instructional Division's Learning Sessions**. Licensee shall not use the Facility or permit the Facility to be used by any of its officers, directors, agents, employees, licensees, or invitees, for any unlawful or immoral purpose or in any manner so as to injure persons or property in, on, or near the Facility.

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

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

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

3. Condition of Facility.

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

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

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

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

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

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

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

(c) Additional Equipment and Service Expenses.

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

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

6. Payment Terms.

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

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

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

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

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

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

8. Records, Reports.

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

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

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

10. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Indemnification.

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

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

12. Default, Termination and Other Remedies.

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

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

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

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

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

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

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

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

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

14. Covenants. Licensee hereby covenants as follows:

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

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

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

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

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

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

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

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

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

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

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

(n) With respect to any Event at the Facility, Licensee shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by Licensee under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third-party owners of such Works, and Licensee agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. Licensee specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. Licensee agrees hereby to produce evidence of such reports and payments to ASM GLOBAL, including evidence of compliance with the requirements of this paragraph to be provided to ASM GLOBAL in advance of any such Event. Provision of such evidence is a material condition of this Agreement. Licensee agrees to indemnify, defend, protect and hold harmless ASM GLOBAL and all other Indemnities (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by Licensee of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the

copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by Licensee and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, web cast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

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

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

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

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

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

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

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

19. Construction of this Agreement

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

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

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

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

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

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

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

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

20. Miscellaneous.

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

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

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

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

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

If to Licensee: Fresno Unified School District
% Natasha Baker
Instructional Division's Learning Sessions
2309 Tulare Street, Fresno, CA. 93721
Phone: 559-457-3753 Fax: NA
Email: Heidi.Ilic@fresnounified.org

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

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

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

(g) Acts and Omissions of Third Parties. ASM GLOBAL shall not be liable in any way for any acts and/or omissions of any third party to this Agreement.

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

(i) Items NOT permitted in FCEC venues. The below items are not permitted inside the Fresno Convention & Entertainment Center venues. Prohibited items include, but not limited to:
Chewing gum / Candy / Silly String / Bubbles / Helium filled balloons (Excludes balloon arches/columns filled with compressed air) / Glitter / handheld Air Horns / Cold Sparkle Boxes
Use of oil-based Haze Machines / Open Flame Candles / Usage of tape onto anything other than stage production use. If such items as noted above are brought into FCEC venues, may result in fines to Licensee on final Settlement/Billing for event as applicable.

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

ASM GLOBAL, LLC

Jeff Wolff

09 / 08 / 2023

Jeff Wolff – General Manager
Fresno Convention & Entertainment Center

DATE

Approved As To Form

Stacey Sandoval

Sep 13, 2023

Stacey Sandoval, Executive Director
Risk Management

Fresno Unified School District

N.B.

9/7/2023

Natasha Baker- Chief Officer
Instructional Division's Learning Sessions

DATE

N.B. Client Initials

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

N.B. Client Initials

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

N.B. Client Initials

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

N.B. Client Initials

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

N.B. Client Initials

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

N.B. Client Initials

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

N.B. Client Initials

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

Such items included, but not limited to:

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

EXHIBIT "A" TO USE LICENSE AGREEMENT

Instructional Division's Learning Sessions
 % Natasha Baker- Chief Officer
Fresno Unified School District
 2309 Tulare Street, Fresno, CA. 93721
 Contact: Heidi Ilic Phone: 559-457-3908 Fax: N/A
 E-mail: Heidi.Ilic@fresnounified.org

Authorized Area	Day	Date	Time of Use	Purpose
Convention Center 2 nd Floor MR 2015-2018	Monday	Oct 2, 2023	6:30AM – 12:30PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor MR 2015-2018	Monday	Dec 11, 2023	6:30AM – 12:30PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor MR 2015-2018	Monday	Jan 22, 2024	6:30AM – 12:30PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor MR 2015-2018	Monday	April 8, 2024	6:30AM – 12:30PM	Move IN / Event / Move OUT
Convention Center 2 nd Floor MR 2015-2018	Monday	June 10, 2024	11:00AM – 5:30PM	Move IN / Event / Move OUT

EXHIBIT "B" FINANCIAL SUMMARY REPORT

Instructional Division's Learning Sessions
 % Natasha Baker- Chief Officer
Fresno Unified School District
 2309 Tulare Street, Fresno, CA. 93721
 Contact: Heidi Ilic Phone: 559-457-3908 Fax: N/A
 E-mail: Heidi.Ilic@fresnounified.org

Oct 2, 2023 | FRESNO CONVENTION CENTER MEETING ROOMS 2015-2018

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

LICENSE FEE / RENT		
MOVE IN / EVENT / MOVE OUT	Monday Oct 2, 2023 – Convention Center MR's 2015-2018 (6:30am 12:30pm)	\$2,169
VENUE OVERTIME	\$350/hr. (hours before 8am or after 11:59pm)	TBD
TOTAL RENT		\$2,169
NON-PROFIT- Total		
EQUIPMENT		
BANQUET FUNCTION	Tables QTY: 20 Chairs QTY: 175 (Linens, glassware, utensils, plates provided) Value: \$950	INCLUDED
TABLES/CHAIRS	Additional Tables: \$20/each QTY: 10 Additional Chairs: \$3/each QTY: 175	TBD
STAGING	\$50 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$5 per logged in device (5-7 Mbps) QTY: (Discounted extended for FY2023/2024 Only)	TBA
HARDWIRED INTERNET	\$1,400 per port	TBD
DRAYAGE	Parcels received and stored at venue: \$10 USPS; \$20 premium (FedEx; UPS) \$50 pallet	TBD
PARKING	\$7 per pass: QTY: (Discounted extended for FY2023/2024 Only)	TBD
AUDIO/VISUAL	License can source Vendor or select from FCEC approved vendor list 9 Proof of liability insurance required	TBD
ELECTRICAL	\$135 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT INSURANCE	MVP Insurance(ASM Global Provides)\$1/person or proof of insurance by Licensee	TBD
EVENT STAFF	Security **Labor estimate will vary based on actual event requirements	\$550 (+/-)
UNION	Stagehands/Loaders **Labor estimate will vary based on actual event requirements	\$800 (+/-)
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$3,519

Estimated expenses of **\$3,519** should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Deposit Amount due with Signed License Agreement	\$0.00	August 30, 2023
Estimated Balance	\$3,519	Sept 15, 2023
TOTAL ESTIMATED EXPENSES	\$3,519	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% – 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

EXHIBIT "B" FINANCIAL SUMMARY REPORT

Instructional Division's Learning Sessions
 % Natasha Baker- Chief Officer
Fresno Unified School District
 2309 Tulare Street, Fresno, CA. 93721
 Contact: Heidi Ilic Phone: 559-457-3908 Fax: N/A
 E-mail: Heidi.Ilic@fresnounified.org

Dec 11, 2023 | FRESNO CONVENTION CENTER MEETING ROOMS 2015-2018

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

LICENSE FEE / RENT		
MOVE IN / EVENT / MOVE OUT	Monday Dec 11, 2023 – Convention Center MR's 2015-2018 (6:30am 12:30pm)	\$2,169
VENUE OVERTIME	\$350/hr. (hours before 8am or after 11:59pm)	TBD
TOTAL RENT		NON-PROFIT- Total \$2,169
EQUIPMENT		
BANQUET FUNCTION	Tables QTY: 20 Chairs QTY: 175 (Linens, glassware, utensils, plates provided) Value: \$950	INCLUDED
TABLES/CHAIRS	Additional Tables: \$20/each QTY: 10 Additional Chairs: \$3/each QTY: 175	TBD
STAGING	\$50 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$5 per logged in device (5-7 Mbps) QTY: (Discounted extended for FY2023/2024 Only)	TBA
HARDWIRED INTERNET	\$1,400 per port	TBD
DRAYAGE	Parcels received and stored at venue: \$10 USPS; \$20 premium (FedEx; UPS) \$50 pallet	TBD
PARKING	\$7 per pass: QTY: (Discounted extended for FY2023/2024 Only)	TBD
AUDIO/VISUAL	License can source Vendor or select from FCEC approved vendor list 9 Proof of liability insurance required	TBD
ELECTRICAL	\$135 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT INSURANCE	MVP Insurance(ASM Global Provides)\$1/person or proof of insurance by Licensee	TBD
EVENT STAFF	Security **Labor estimate will vary based on actual event requirements	\$550 (+/-)
UNION	Stagehands/Loaders **Labor estimate will vary based on actual event requirements	\$800 (+/-)
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$3,519

Estimated expenses of [REDACTED] should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Deposit Amount due with Signed License Agreement	\$0.00	August 30, 2023
Estimated Balance	\$3,519	Oct 16, 2023
TOTAL ESTIMATED EXPENSES	\$3,519	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% – 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

EXHIBIT "B" FINANCIAL SUMMARY REPORT

Instructional Division's Learning Sessions
 % Natasha Baker- Chief Officer
Fresno Unified School District
 2309 Tulare Street, Fresno, CA. 93721
 Contact: Heidi Ilic Phone: 559-457-3908 Fax: N/A
 E-mail: Heidi.Ilic@fresnounified.org

Jan 22, 2024 | FRESNO CONVENTION CENTER MEETING ROOMS 2015-2018

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

LICENSE FEE / RENT		
MOVE IN / EVENT / MOVE OUT	Monday Jan 22, 2024 – Convention Center MR's 2015-2018 (6:30am 12:30pm)	\$2,169
VENUE OVERTIME	\$350/hr. (hours before 8am or after 11:59pm)	TBD
TOTAL RENT	NON-PROFIT- Total	\$2,169
EQUIPMENT		
BANQUET FUNCTION	Tables QTY: 20 Chairs QTY: 175 (Linens, glassware, utensils, plates provided) Value: \$950	INCLUDED
TABLES/CHAIRS	Additional Tables: \$20/each QTY: 10 Additional Chairs: \$3/each QTY: 175	TBD
STAGING	\$50 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$5 per logged in device (5-7 Mbps) QTY: (Discounted extended for FY2023/2024 Only)	TBA
HARDWIRED INTERNET	\$1,400 per port	TBD
DRAYAGE	Parcels received and stored at venue: \$10 USPS; \$20 premium (FedEx; UPS) \$50 pallet	TBD
PARKING	\$7 per pass: QTY: (Discounted extended for FY2023/2024 Only)	TBD
AUDIO/VISUAL	License can source Vendor or select from FCEC approved vendor list 9 Proof of liability insurance required	TBD
ELECTRICAL	\$135 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT INSURANCE	MVP Insurance(ASM Global Provides)\$1/person or proof of insurance by Licensee	TBD
EVENT STAFF	Security **Labor estimate will vary based on actual event requirements	\$550 (+/-)
UNION	Stagehands/Loaders **Labor estimate will vary based on actual event requirements	\$800 (+/-)
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$3,519

Estimated expenses of \$3,519 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Deposit Amount due with Signed License Agreement	\$0.00	August 30, 2023
Estimated Balance	\$3,519	Dec 15, 2024
TOTAL ESTIMATED EXPENSES	\$3,519	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% – 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

EXHIBIT "B" FINANCIAL SUMMARY REPORT

Instructional Division's Learning Sessions
 % Natasha Baker- Chief Officer
Fresno Unified School District
 2309 Tulare Street, Fresno, CA. 93721
 Contact: Heidi Ilic Phone: 559-457-3908 Fax: N/A
 E-mail: Heidi.Ilic@fresnounified.org

April 8, 2024 | FRESNO CONVENTION CENTER MEETING ROOMS 2015-2018

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

LICENSE FEE / RENT		
MOVE IN / EVENT / MOVE OUT	Monday April 8, 2024 – Convention Center MR's 2015-2018 (6:30am 12:30pm)	\$2,169
VENUE OVERTIME	\$350/hr. (hours before 8am or after 11:59pm)	TBD
TOTAL RENT	NON-PROFIT- Total	\$2,169
EQUIPMENT		
BANQUET FUNCTION	Tables QTY: 20 Chairs QTY: 175 (Linens, glassware, utensils, plates provided) Value: \$950	INCLUDED
TABLES/CHAIRS	Additional Tables: \$20/each QTY: 10 Additional Chairs: \$3/each QTY: 175	TBD
STAGING	\$50 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$5 per logged in device (5-7 Mbps) QTY: TBD (Discounted extended for FY2023/2024 Only)	TBA
HARDWIRED INTERNET	\$1,400 per port	TBD
DRAYAGE	Parcels received and stored at venue: \$10 USPS; \$20 premium (FedEx; UPS) \$50 pallet	TBD
PARKING	\$7 per pass: QTY: TBD (Discounted extended for FY2023/2024 Only)	TBD
AUDIO/VISUAL	License can source Vendor or select from FCEC approved vendor list 9 Proof of liability insurance required	TBD
ELECTRICAL	\$135 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT INSURANCE	MVP Insurance(ASM Global Provides)\$1/person or proof of insurance by Licensee	TBD
EVENT STAFF	Security **Labor estimate will vary based on actual event requirements	\$550 (+/-)
UNION	Stagehands/Loaders **Labor estimate will vary based on actual event requirements	\$800 (+/-)
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$3,519

Estimated expenses of \$3,519 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(S)
Deposit Amount due with Signed License Agreement	\$0.00	August 30, 2023
Estimated Balance	\$3,519	March 1, 2024
TOTAL ESTIMATED EXPENSES	\$3,519	

- a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% – 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice.

EXHIBIT "B" FINANCIAL SUMMARY REPORT

Instructional Division's Learning Sessions
 % Natasha Baker- Chief Officer
Fresno Unified School District
 2309 Tulare Street, Fresno, CA. 93721
 Contact: Heidi Ilic Phone: 559-457-3908 Fax: N/A
 E-mail: Heidi.Ilic@fresnounified.org

June 10, 2024 | FRESNO CONVENTION CENTER MEETING ROOMS 2015-2018

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

LICENSE FEE / RENT		
MOVE IN / EVENT / MOVE OUT	Monday June 10, 2024 – Convention Center MR's 2015-2018 (11:00am 5:30pm)	\$2,169
VENUE OVERTIME	\$350/hr. (hours before 8am or after 11:59pm)	TBD
TOTAL RENT		NON-PROFIT- Total \$2,169
EQUIPMENT		
BANQUET FUNCTION	Tables QTY: 20 Chairs QTY: 175 (Linens, glassware, utensils, plates provided) Value: \$950	INCLUDED
TABLES/CHAIRS	Additional Tables: \$20/each QTY: 10 Additional Chairs: \$3/each QTY: 175	TBD
STAGING	\$50 per 4' x 8' deck QTY: TBD	TBD
WIRELESS INTERNET	\$5 per logged in device (5-7 Mbps) QTY: TBD (Discounted extended for FY2023/2024 Only)	TBA
HARDWIRED INTERNET	\$1,400 per port	TBD
DRAYAGE	Parcels received and stored at venue: \$10 USPS; \$20 premium (FedEx; UPS) \$50 pallet	TBD
PARKING	\$7 per pass: QTY: (Discounted extended for FY2023/2024 Only)	TBD
AUDIO/VISUAL	License can source Vendor or select from FCEC approved vendor list 9 Proof of liability insurance required	TBD
ELECTRICAL	\$135 per 15AMP Connect	TBD
SERVICES & PERSONNEL		
EVENT INSURANCE	MVP Insurance(ASM Global Provides)\$1/person or proof of insurance by Licensee	TBD
EVENT STAFF	Security **Labor estimate will vary based on actual event requirements	\$550 (+/-)
UNION	Stagehands/Loaders **Labor estimate will vary based on actual event requirements	\$800 (+/-)
ESTIMATED EXPENSES WILL VARY BASED ON ACTUAL EVENT REQUIREMENTS		\$3,519

Estimated expenses of \$3,519 should not be considered the total cost for your event.

PAYMENT SCHEDULE	AMOUNT DUE	DUE DATE(s)
Deposit Amount due with Signed License Agreement	\$0.00	August 30, 2023
Estimated Balance	\$3,519	May 3, 2024
TOTAL ESTIMATED EXPENSES	\$3,519	

- (a) Please note that actual event expenses may differ from the original Proposal with estimated expenses. Added charges will apply for any additional equipment or services required or requested by your event and will be billed after the event.
- (b) A credit card processing fee of 3.5% – 5%, depending on type of credit card used, will be charged to all deposits or payments. We accept Visa, MasterCard, Discover and American Express.
- (c) Any outstanding balance will be due 10 days upon receipt of FCEC invoice

Signature Certificate

Reference number: 6JQO5-M4K8O-OFHQD-DPAPJ

Signer

Timestamp

Signature

Jeff Wolff

Email: jeff.wolff@fresnoconventioncenter.com

Sent: 08 Sep 2023 15:38:54 UTC
Viewed: 08 Sep 2023 16:13:41 UTC
Signed: 08 Sep 2023 18:52:12 UTC



Recipient Verification:

✓ Email verified 08 Sep 2023 16:13:41 UTC

IP address: 198.200.238.254
Location: Fresno, United States

Document completed by all parties on:

08 Sep 2023 18:52:12 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 40,000+ companies worldwide.



FRESNO

**Convention
& Entertainment Center**

SAROYAN THEATRE | SELLAND ARENA | FRESNO CONVENTION CENTER | VALDEZ HALL

**Wire Instructions
Fresno Convention & Entertainment Center**

Bank of America
City of Fresno/SMG/Operations
San Francisco, CA

ABA (Routing)#: 121000358 (Alternate Routing 122000661)
Account #: 1499312971
Tax ID # (City of Fresno): 94-6000338

Bank Contact Information:

Maureen Ellis
555 Capitol Mall, Suite 1555
Sacramento, CA 95814-4503
Phone: 916.326.3158

Facility Contact Information:

Jason Lenzinger
848 M Street, 2nd Floor
Fresno, CA 93721
Phone: 559.621-8787

ACORD CERTIFICATE OF LIABILITY INSURANCE					Date (MM/DD/YY)							
PRODUCER XYZ Brokerage Inc. 123 Pine Tree Drive Fresno, CA 93721 Phone (559) 123-4567 Fax (559) 123-4567		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.										
INSURED Tenant's Name Mailing Address (As it appears on the Lease Agreement)		COMPANIES AFFORDING COVERAGE										
CONTACT		COMPANY A: XYZ Insurance Company										
		COMPANY B:										
		COMPANY C:										
		COMPANY D:										
COVERAGES												
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS							
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT <input checked="" type="checkbox"/> Products, Completed op & Independent Bors.	AB123456789	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE 1,000,000 Property Damage 1,000,000 PERSONAL & ADV INJURY 1,000,000 EACH OCCURRENCE 1,000,000 FIRE DAMAGE (Any one fire) 50,000							
	A				AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CD123456789	XX/XX/XX	XX/XX/XX	COMBINED SINGLE UNIT 1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE			
					GARAGE LIABILITY <input type="checkbox"/> ANY AUTO							AUTO ONLY - EA. ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE
					EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM							EACH OCCURRENCE AGGREGATE
					A				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	EF123456789	XX/XX/XX	XX/XX/XX
DESCRIPTION OF OPERATIONAL/LOCATIONS/VEHICLES/SPECIAL ITEMS City of Fresno, ASM Global, their officers, agents, employees & volunteers are included as additional insured. It is further agreed that this insurance is primary to all other similar coverage carried by the City of Fresno, and/or ASM Gloabal and the licensee and their insurance shall have no right of recovery or subrogation against the operator.												
CERTIFICATE HOLDER SNET-42YPVG		CANCELLATION										
Fresno Convention & Entertainment Center/ ASM Global 848 "M" Street, 2nd Floor Fresno, CA 93721		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ON THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.										
Acord 25-s (1/95) Acord Corporation 2004												

20230927-A-Approve Agreement with AMS Global-Fresno Convention Center-BACKUP

Final Audit Report

2023-09-13

Created:	2023-09-13
By:	Mai Moua (mai.moua@fresnounified.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPGDHZBBSlPH7CgIfjIUwMDGbA0CTnG02

"20230927-A-Approve Agreement with AMS Global-Fresno Convention Center-BACKUP" History

-  Document created by Mai Moua (mai.moua@fresnounified.org)
2023-09-13 - 5:34:10 PM GMT
-  Document emailed to Stacey Sandoval (stacey.sandoval@fresnounified.org) for signature
2023-09-13 - 5:35:20 PM GMT
-  Email viewed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
2023-09-13 - 5:44:35 PM GMT
-  Document e-signed by Stacey Sandoval (stacey.sandoval@fresnounified.org)
Signature Date: 2023-09-13 - 5:45:25 PM GMT - Time Source: server
-  Agreement completed.
2023-09-13 - 5:45:25 PM GMT

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-9

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Agreement with Pardini's

ITEM DESCRIPTION: Included in the Board binders is an agreement with Pardini's. The Extended Learning Department will be providing professional development for up to 1,300 after-school program staff. Pardini's will provide catering services of food and beverage for all staff attending the event; services to include both breakfast and lunch. This vendor is an approved vendor with the Fresno Convention Center and with Fresno Unified School District. This service agreement will be utilized during Extended Learning's October 09, 2023, professional development session.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$75,000 are available in the Extended Learning Department Budget.

PREPARED BY: Jeremy Ward

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

55472

Vendor Number

Pardini's

2257 W Shaw Avenue, Fresno CA 93711

Vendor Name

559-224-3188

Address

Jayne Shapazian

Phone Number

Vendor Contact

From: 9/28/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward / Connie Cha

CCR/Extended Learning

559-248-7460

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1981-4000-5899

Annual Cost \$ 75,000.00 (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.

Yes

No

Scope of Work Summary:

Pardini's will provide service for FUSD After School Program Kickoff, professional learning event on October 11, 2023.

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:** 09/27/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by **Cabinet Level Officer:**


Signed

8/31/2023

Date

Reviewed & approved by **Risk Management**


Signed

Sep 11, 2023

Date

Reviewed & approved by **Department Head**


Signed

8/14/2023

Date

Please return signed agreement back to (name/email) : Amy.cha@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-4000-5899

District Contact Person: Jeremy Ward / Connie Cha

Budget Manager Approval: Jeremy Ward

Contractor's Vendor Name: Pardini's

Contractor's Contact Person: Jayne Shapazian

Contractor's Title: Executive Director

Contractor's Telephone

Number: 559 224-3188

Contractor's E-mail: jayne@pardiniscatering.com

Contractor's Address: 2257 West Shaw Avenue Fresno, CA 93711

This Independent Contractor Services Agreement is made and entered into effective 9/28/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Pardini's ("Contractor").

1. Contractor Services. Contractor agrees to provide

Pardini's will provide catering service for FUSD After School Program Kickoff, professional learning event on October 11, 2023.

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 9/28/23, and shall terminate on 6/30/24. 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 \$ 75,000 per contract, Not to exceed \$ 75,000.00. Checks will be made payable to Pardini's. 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 js

- a. Lodging \$ 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals \$ 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- c. Travel \$ 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies \$ 0.00 As negotiated with school/department contracting for service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 75,000.00
- f. Other \$ 0.00

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.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 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 js District's initials SS

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 JS 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

Contractor: Pardini's

Name: Jayne Shapazina

Address:

2257 West Shaw Avenue,
Fresno, CA 93711

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, Chief Financial Officer

Date

CONTRACTOR

Pardini's

Jayne Shapazian
Jayne Shapazian (Aug 16, 2023 11:49 PDT)

Name: Jayne Shapazian, Title: Executive Director

August 16, 2023

Date

Approved As To Form:


Stacey Sandoval, Executive Director
Risk Management

Sep 11, 2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

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

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization. The project consists of an Administration Building modernization that includes a new Nurse's suite, air conditioning in the Multi-Purpose Room kitchen and the installation of permanent walls in existing rooms to provide confidential spaces for student support.

The request for bids was lawfully advertised on July 26, 2023. Notifications were sent to 200 firms plus five construction trade publications, and the district received two responses. Bids were opened on August 29, 2023. Staff recommends award to the lowest responsive, responsible bidder:

GCB1, Inc. dba GC Builders (Fresno, California) \$ 2,014,850

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

FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,014,850 are available in the Measure M Fund.

PREPARED BY: Ann Loorz

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.





FRESNO UNIFIED SCHOOL DISTRICT

BID TABULATION

BID NO. 24-16, ROEDING ELEMENTARY SCHOOL CONFIDENTIAL SPACES AND ADMINISTRATION
BUILDING MODERNIZATION

Bid Opening Date: August 29th prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AMOUNT
GBC1, Inc. dba GC Builders	Fresno	\$2,014,850
Ardent General, Inc.	Fresno	\$2,145,000

Low bid determined by Base Bid.

Staff recommends award of \$2,014,850 to GBC1, Inc. dba GC Builders, the lowest responsive, responsible bidder for the Base Bid item.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-11

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Rejection of Bid 23-55, Tehipite Middle School New E-Sports Arena

ITEM DESCRIPTION: Included in the Board binders is information on Bid 23-55, Tehipite Middle School New E-Sports Arena. This project consists of the demolition of existing wood shop elements and remodel into an eSports arena which will consist of a video wall, platform, locker rooms, and a training room.

The request for bids was lawfully advertised on April 19, 2023. Notifications were sent to 180 firms plus five construction trade publications, and the district received three responses. Bids were opened on May 30, 2023. Staff recommends rejecting all bids due to bid prices being significantly higher than the estimated amount.

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

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

PREPARED BY: Ann Loorz

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.





**FRESNO UNIFIED SCHOOL DISTRICT
 BID TABULATION**

BID NO. 23-55, TEHIPITE MIDDLE SCHOOL NEW E-SPORTS ARENA

Bid Opening Date: May 30, 2023 prior to 3:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID E-SPORT ARENA	ADD ALT 1 RESTROOM	ADD ALT 2 TOURNAMENT TABLE	ADD ALT 3 E-SPORTS PLATFORM	ADD ALT 4 METAL SOFFIT EXPANDED METAL	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Davis Moreno Construction, Inc.	Fresno	\$3,849,844	\$213,879	\$46,562	\$56,936	\$110,970	\$4,278,191	
Better Enterprises, Inc.	Fresno	\$4,265,771	\$12,500	\$73,899	\$142,830	\$5,000	\$4,500,000	
Katch Environmental, Inc.	Fresno	\$3,372,249	\$206,622	\$128,502	\$101,329	\$82,894	\$3,891,596	

Low bid determined by Base Bid plus all Add Alternate items:

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

Staff recommends rejecting Davis Moreno Construction, Inc. and Better Enterprises, Inc. due to bid prices being significantly higher than the estimated amount.

In accordance with Public Contract Code 20111.6, staff recommends rejecting Katch Environmental, Inc.'s bid as non-responsive due to not submitting required documents with bid.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-12

AGENDA SECTION: A

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

ACTION REQUESTED: Approve

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

TITLE AND SUBJECT: Approve Supplemental Award of Request for Proposals 23-52R, USDA Commodity Prepared Foods

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposals 23-52R, USDA Commodity Prepared Foods to establish fixed pricing for USDA commodity processed beef, chicken, and pork products for delivery to the Nutrition Center.

The Board approved Request for Proposals 23-52R on June 21, 2023. Staff recommends award of the following supplemental items from Schedule A to the best value bidders:

Goodman Food Products, dba Don Lee Farms (Inglewood, California) Line items: 1 and 5
Rich Chicks, LLC (Gardena, California) Line item: 33
Tyson Prepared Foods (Springdale, Arizona) Line item: 48

Approval will allow the Nutrition Services Department to utilize commodity prepared food products 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 RFP contracts, RFP responses and specifications are available for review in the Purchasing Department.

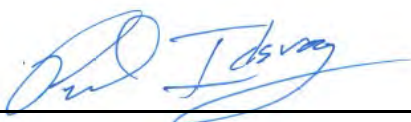
FINANCIAL SUMMARY: Sufficient funds in the amount of \$336,647 are available in the Cafeteria Fund.

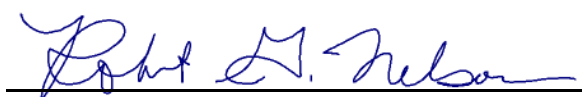
PREPARED BY: Amanda Harvey

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT
QUALIFICATION SCORING SUMMARY
RFP NO. 23-52R, USDA COMMODITY PREPARED FOOD

RFP Opening Date: June 9, 2023 prior to 2:01 P.M.

Buyer: Angelina Orozco

CONTRACTOR	CITY/STATE	AWARD
Goodman Food Products, dba Don Lee Farms	Inglewood, California	Yes
Rich Chicks, LLC	Gardena, California	Yes
Tyson Prepared Foods	Springdale, Arizona	Yes

Award of Schedule A is by line item to the bidders with the highest score.

Staff recommends award to the best value bidders below:

Goodman Food Products, dba Don Lee Farms \$199,250.00 for Line items: 1 and 5

Rich Chicks, LLC \$120,320.00 for Line item: 33

Tyson Prepared Foods \$17,077.50 for Line items: 48

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-13

AGENDA SECTION: A

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

ACTION REQUESTED: Deny

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

TITLE AND SUBJECT: Deny Claim GL23-0818-9522

ITEM DESCRIPTION: Included in the Board binders is a Claim for Damages by a minor, case GL23-0818-9522. The Superintendent recommends that the Claim be denied, and the matter referred to the district's Risk Management for further handling.

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

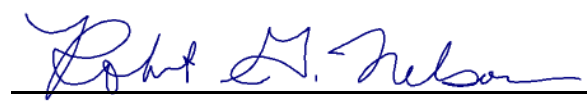
PREPARED BY: Stacey Sandoval

DIVISION: Business and Financial Services
PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT CLAIM FOR DAMAGES

To Person or Property

INSTRUCTIONS

- Claims for death, injury to person, or to personal property must be filed not later than six (6) months after the occurrence. (Gov. Code Sec 911.2).
- Claims for damages to real property must be filed not later than one year after the occurrence. (Gov. Code Sec 911.2).
- Read entire Claim Form before filing.
- Claim must be filed by claimant or person acting on claimant's behalf. Give relationship to claimant.
- Attach separate sheets, if necessary, to give full detail. (SIGN EACH SHEET)

RESERVED FOR FILING
STAMP CLAIM NO:

RECEIVED

AUG 24 2023

BENEFITS AND RISK MANAGEMENT
FRESNO UNIFIED SCHOOLS

1. Name of Claimant

MINOR

3. Home Address of Claimant

MINOR

City/State

2. Home Telephone Number

MINOR

5. Business Address of Claimant

City/State

6. Business Telephone Number

7. Give Address of which you desire notices or communication to be sent regarding this claim:

MINOR

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

Child burned at Scandinavian Wreldte school cafeteria, silver lunch counter. silver cooktop sheet baking pan kicking up lunch, child burned on top finger ligament

9. When did DAMAGE or INJURY occur? Give full particulars, date time of day:

Friday Morning 8-18-23

10. Where did DAMAGE or INJURY occur? Describe fully. Use reverse side of this sheet to diagram accident, where appropriate. Give street names, addresses, measurements, etc.

Please read complaint form Fresno Unified ATTATCH

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

Cafeteria worker - unknown placing hot tray above temperature to cause first degree burn. Nurse - Also never notified parent, school principal called me in afternoon

12. Amount Claimed (including the estimated amount of any prospective injury, damage or loss together with the basis of computation of the amount claimed). If the amount claimed exceeds \$10,000.00, no dollar amount shall be included. However, you shall indicate whether the claim would be a limited civil case. (Refer to California Government Code Section 910(f))

\$8,000 - 10,000 for bodily injury, pain & suffering

13. Insurance payments received, if any, and name(s) of insurance company:

14. Expenditures made on account of DAMAGE or INJURY (Date - Item):

15. Name and address of Witnesses, Doctors and Hospitals:

16. Signature of Claimant or person filing:

[Handwritten Signature]

17. Typed Name (Relationship to Claimant)

Mother

18. Date:

8-22-23

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

Fresno Unified School District
COMPLAINTS CONCERNING SCHOOL PERSONNEL FORM

Please complete all information. If you need help filling out the form, please call 457-3736.

middle school
Scandinavian

Date: 8-22-23 Name of Complainant: MINOR School: Scandinavian
Address: MINOR City: State: Zip Code:
Phone Number (s) Day: MINOR Evening: Same Cell:
Name of Parent if not the Complainant:

I am filing a complaint against the following District employee.

Employee's Name: Work Location:

DESCRIBE YOUR COMPLAINT: Please be as factual and specific as possible. If you fail to do so, your complaint may not be processed. Because there is a time limitation of three months from the date the alleged misconduct occurred, you must at least indicate the approximate date of the alleged misconduct. If the alleged misconduct has occurred over a period of time, please indicate the time period in question. Provide a specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter.

On Friday 8-18-23 My MINOR hand was hurting. I asked MINOR to catch bus home early after school. I seen burn mark on MINOR hand was puffy and blistery white-blue. I got no phone call from Scandinavian. I called after 3:30ish and the school secretary had principal call me.

(If you need additional space, you may attach a separate sheet of paper to this complaint form). See page #2

REMEDY REQUESTED: What do you want as a result of filing this complaint?

I am requesting as a result of bodily injury to MINOR \$8,000 - 10,000. Pain and suffering permanent scarring

Signature of Complainant:

If the complaint is not resolved at the school or department, the Superintendent or designee shall complete an investigation within 20 working days of its initiation. Within 20 working days following the investigation of the complaint a written decision concerning the merits of the complaint shall be served on both the complainant and the employee. The Superintendent's or designee's decision shall be final.

File this form with, Constituent Services Office at 2309 Tulare Street, Fresno, CA 93721 or fax to (559) 457-3933 or email to Constituent.Services@fresnounified.org.

(For Office Use Only)

Date Received: Date Complainant was Contacted: Expected Date of Written Response (40 working days):

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

The principal called me on my number and I explained what happened to mine. mine informed me the nurse was off early or had left for the day. And had not been notified of incident earlier in Day.

mine said, mine got two ice packs (1) at one time of going to Nurse, and back again because the pain was still carrying on.

- Setting: Cafeteria Counter where silver lining the hot silver cookie sheets on Counter where mine picked up mine meal tray.

mine told me cold meals are separate from where hot meals are picked up.

- Discussion w/ principal Friday via phone / Text @ 3:48 pm that I Miss. mine would watch over mine injury. Myself and older sister mine I had discussed with the principal of why the extreme heat from the hot meat area. She told me that it should never have happened and that they normally don't have those issues. But she was going to check it out.

8-21-22 AS I took my mine to Dr. Alet @ Childrens medical center. King Canyon and reported, the injury incident Dr. Vang said "its a first degree burn. The healing process seems to be as should. The scarring will be final result."

Also, The Nurse at Scandinavian Middle school called me yesterday. She said "she forgot to call me Friday by accident. There was alot going on at school and many students. She did apologize for not calling."

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	

8-21-22 I did text the principal latest picture of dark scar mark that the blister turned into. Just for her records.

I am saddened that as a parent we trust that our babies will return home like we send them. Sometime we may never have control over what happens negligence is a matter in this case. I want minor to not have any self-esteem issues because of a scar on minor body minor received at school. Sometimes scars are a reminder of pain. minor endured pain over the weekend, minor could not go to sleep, toss or turn very uncomfortable. minor skin on that side of the hand was very painful to touch. minor had to keep it still with more ice packs at home.

- please make sure that other children will be safe in the cafeteria during meal times.

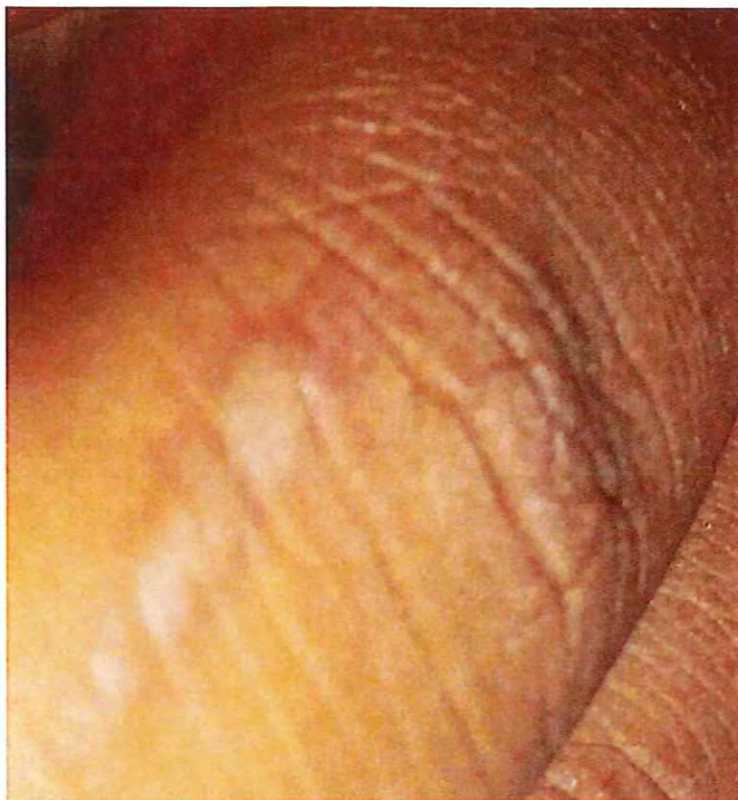
Sincerely,

Ms. [redacted]

Parent

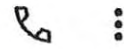
minor ... tried minor best to be a trooper minor doesn't like missing school or work. minor tried to hang on Friday.

PS/3



2:34

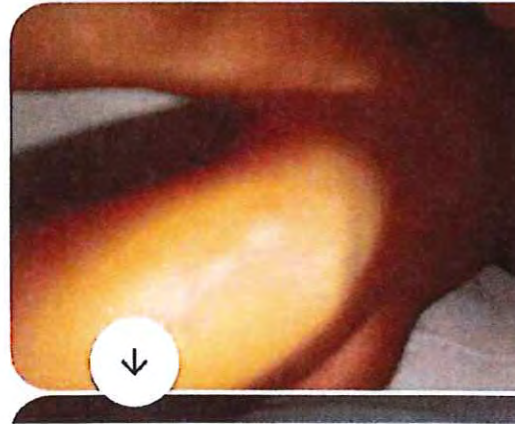
5GUC   24%



Friday • 3:48 PM

Texting with

(SMS/MMS)



Text message



Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-14

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreements for the Joint Apprenticeship Training Funds

ITEM DESCRIPTION: Included in the Board binders is a ratified agreement for The California Community Colleges Chancellor's Office (CCCCO) released update that includes Joint Apprenticeship Award funding for Local Educational Agencies receiving Related and Supplemental Instructions (RSI). The agreement was originally approved with the June bundle contracts in the amount of \$1,313,486. The new allocation is \$1,936,276 for 194,016 RSI hours. CCCCCO Apprenticeship Program's objective is to expand the apprenticeship model to non-traditional fields in growing and emerging industries throughout California's regional economies. It is intended to fund innovative approaches to expand access to apprenticeship training programs to underrepresented populations. The apprenticeship objectives will both provide career pathways to segments of our population that are inordinately represented in low-paying occupations and provide key industries with a skilled workforce.

State-Approved Apprenticeship Training Programs:

- California Firefighter Joint Apprenticeship allocated hours 169,953. Fresno Unified retains 10% of the base rate. The total RSI allocation for the Firefighter Joint Apprenticeship is \$1,526,517.
- Fresno Electrical Joint Apprenticeship Training Committee (Inside Wireman Apprenticeship) hours 19,176. Fresno Unified retains 18% of the base rate. The total RSI allocation for Inside Wireman is \$156,928.
- Fresno Electrical Joint Apprenticeship Training Committee (Sound & Communications) hours 2,020. Fresno Unified retains 18% of the base rate. The total RSI allocation for Sound & Communications is \$16,530.

Fresno Unified is currently a local educational agency receiving RSI appropriations from CCCCCO. Retained for Fresno Unified as income from the apprenticeship revenue is \$236,298.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,699,975 are available in the Joint Apprenticeship Budget.

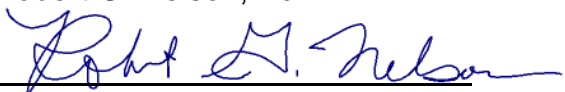
PREPARED BY: Jeremy Ward

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

98284

Vendor Number

CA Firefighter Joint Apprenticeship

1780 Creekside Oaks Drive, Sacramento, CA 95833

Vendor Name

Address

916-648-1717

Yvonne de la Pena

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College and Career Readiness 559-248-7460

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-6350-0710-1110-5899

Annual Cost \$ 1,526,517.85 (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.

Yes

No

Scope of Work Summary:

CA Firefighter Joint Apprenticeship Training Program for firefighters; Fresno Unified School District is the local educational agency for the program. CA Firefighter Joint Apprenticeship will bill Fresno Unified for a minimum of 169,953 hours with an RSI hourly rate of \$9.98

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 9/27/2023 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

ABR
Signed

8/29/2023

Date

Reviewed & approved by Risk Management

Joseph R.
Signed

Aug 31, 2023

Date

Reviewed & approved by Department Head

[Signature]
Signed

8/25/23

Date

Please return signed agreement back to (name/email) : Mariadelrosar.penalopez@fresnounified.or

AGREEMENT FOR APPRENTICESHIP TRAINING PROGRAM
Between
FRESNO UNIFIED SCHOOL DISTRICT
And
CALIFORNIA FIREFIGHTER JOINT APPRENTICESHIP COMMITTEE

This agreement entered into this 1st day of July 2023, by and between the Fresno Unified School District, hereinafter referred to as "District", and the California Firefighter Joint Apprenticeship Committee, hereinafter referred to as "CAL-JAC".

WHEREAS, the CAL-JAC has established Apprenticeship Training Standards which identify the professional levels of competence required of apprentices; and,

WHEREAS, those Apprenticeship Standards specify the training, education, experience, performance objectives, and minimum requirements for professional competence of an apprentice; and,

WHEREAS, the District has approval from the California Department of Education to conduct related and supplemental instruction training programs; and,

WHEREAS, the CAL-JAC and the District will provide related and supplemental instruction for apprentice Fire Fighters, Fire Fighter II's, Fire Apparatus Engineers, Fire Medics, Fire Fighter Divers, Emergency Medical Technicians, Paramedics, Engineers, Fire Officers, Fire Equipment Specialists, Fire Inspectors, Fire Marshals, Fire Prevention Officers, Hazardous Materials Technicians, Fire Department Training Officers, Wildland Fire Fighter Specialists, Arson and Bomb Investigators, Fire Fighter Paramedics, Fire Suppression Technicians and Heavy Fire Equipment Operators, with participating departments under agreements as determined by the CAL-JAC.

NOW THEREFORE, the parties agree:

ARTICLE I – TERM OF AGREEMENT

The term of this agreement shall be July 1, 2023 through June 30, 2024.

ARTICLE II – RESPONSIBILITY OF DISTRICT

1. The District agrees to participate in a training program for eligible apprentices in the CAL-JAC.
2. The District shall contract with the CAL-JAC for all instructional and training services provided in accordance with CAL-JAC standards. The District shall retain 10% of the base rate as income from the apprenticeship revenues generated by the attendance of apprentices for a minimum of 169,953 hours of academy and related and supplemental instruction in each fiscal year during the term of this Agreement. The District shall pay to the CAL-JAC 90% of the base rate generated by apprentice attendance. All classroom hours shall be scheduled in accordance with Section 8152 of the California Education Code. The District obligation hereunder is payable from funds appropriated for the purpose of this Agreement and is contingent upon the establishment of an appropriation as specified in Education Code Section 8152 for each fiscal year this Agreement is in effect or other supplemental appropriations derived from hours of apprenticeship education.

The District has no obligation for any services, which may have been provided by the CAL-JAC hereunder if such funds are not appropriated and allocated for use by the District for the purposes of this program. The District shall notify the CAL-JAC of any such non-allocation at the earliest possible date.

3. The District shall disburse funds that have been received from the State and owed to the CAL-JAC within 30 days of receiving a CAL-JAC invoice based upon reported attendance.
4. The District shall claim as income, funds received, generated by, or attributed to the Apprenticeship Program such as, but not limited to, funds derived from apprenticeship education revenues pursuant to Sections 8152 and 8153 of Article 8, Chapter 1, Part 6, Title I, of the California Education Code or other appropriations based on hours of apprenticeship education.

ARTICLE III – RESPONSIBILITY OF CAL-JAC

1. The CAL-JAC shall provide or arrange for all instructors, classroom space, required training equipment, and supplies for the prescribed instruction in the CAL-JAC. The District shall have primary right to control and direct the instructional activities of the instructors furnished by the CAL-JAC during the term of this agreement. CAL-JAC will provide sufficient instructional staff possessing the proper credential as established by the District, or as specified in Section 8153.5, Article 8, Chapter 1, Part 6, Title I of the California Education Code.
2. The CAL-JAC shall be responsible for payment of all salary and other employment costs for the instructors directly to and on behalf of all the persons employed for such purposes. The CAL-JAC shall also indemnify and hold the District harmless against any and all claims, which are made for salary or employment/benefits of such instructors for the period covered by the terms of this agreement.
3. The CAL-JAC shall maintain and submit to the District, records of individual apprentice's attendance and achievements within guidelines established by the District.

ARTICLE IV – MISCELLANEOUS

1. All written notices, reports and other written communications under this agreement shall be deemed effective upon their deposit in the United States mail, postage prepaid, and addressed as follows:

Fresno Unified School District
Kristen Boroski, Director
4120 N. First Street
Fresno, CA 93726

California Firefighter Joint Apprenticeship Committee
Attn: Yvonne de la Peña, Executive Director
1780 Creekside Oaks Drive
Sacramento, CA 95833

2. Either party may terminate this agreement at the end of any fiscal year by giving written notice to the other party at least thirty (30) days prior to the effective termination date.
3. The District and the CAL-JAC shall, to the extent permitted by law, indemnify and hold each other harmless against any liability whatsoever arising from any act or acts of their employees participating or functioning in the apprenticeship program herein provided.
4. The CAL-JAC reaffirms its commitment to provide equal employment opportunity and an equitable and representative distribution of women and minorities in the California fire services while maintaining existing standards. It is and will continue to be the policy of the CAL-JAC not to discriminate against any applicant on the basis of race, color, national origin, marital status, sex, or other non-job-related reasons. Each member of the CAL-JAC, its staff, and the SubJAC's will extend good faith efforts in accomplishing the goals of the Training Program and the department's affirmative action plan.

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

Fresno Unified School District

California Firefighter
Joint Apprenticeship Committee



Patrick Jensen
Chief Financial Officer

Yvonne de la Peña
Executive Director

Date: _____

Date: _____

Approved As To Form



Stacey Sandoval
Executive Director Risk Management

Date: Aug 31, 2023



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: College and Career - 030-6350-0710-1110-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: California Firefighter Joint Apprenticeship Committee

Contractor's Contact Person: Yvonne de la Pena

Contractor's Title: Executive Director

Contractor's Telephone

Number: 916-648-1717

Contractor's E-mail: Ydelapena@cpf.org

Contractor's Address: 1780 Creekside Oaks Drive, Sacramento CA 95833

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and California Firefighter Joint Apprenticeship Committee ("Contractor").

1. Contractor Services. Contractor agrees to provide

the CA Firefighter Joint Apprenticeship Training Program for firefighters; Fresno Unified School District is the local educational agency for the program. CA Firefighter Joint Apprenticeship will bill Fresno Unified for a maximum of 169,953 hours with an RSI hourly rate of \$9.98.

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 7/1/2023, and shall terminate on 6/30/2024. 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 _____ per Invoice, Not to exceed \$ 1,526,517.85. Checks will be made payable to California Firefighter Joint Apprenticeship Committee. 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 YdIP

- 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 service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 1,526,517.85
- 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.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 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 YdIP District's initials SS

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 YdlP 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

Contractor: CA Firefighter Apprenticeship

Name: Yvonne de la Pena

Address:

1780 Creekside Oaks Drive
Sacramento, CA 95833

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

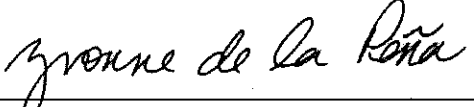
Fresno Unified School District

Patrick Jenson, Chief Financial Officer

Date

CONTRACTOR

California Firefighter Joint Apprenticeship Con+




Name: Yvonne de la Pena *, Title:* Executive Director

August 22, 2023

Date

Approved As To Form:



Stacey Sandoval, Exccutive Director
Risk Management

Aug 31, 2023

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

85488

Vendor Number

Fresno Electrical JATC (Inside Wireman)

5420 E Hedges Ave, Fresno, CA 93727

Vendor Name

Address

559-251-5174

William Torrence

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College and Career Readiness

559-248-7460

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-6350-0710-1110-5899

Annual Cost \$ 156,928.71 (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.*

Yes

No

Scope of Work Summary:

Fresno Electrical Joint Apprenticeship Training Program for Inside Wireman; Fresno Unified School District is the local educational agency for the program. Fresno Electrical JATC will bill Fresno Unified for a minimum of 19,176 hours with an RSI hourly rate of \$9.98

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 9/27/2023 Will this contract be submitted with Bundled Contracts? NO
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

MBA
Signed

8/29/2023
Date

Reviewed & approved by Risk Management

[Signature]
Signed

Aug 31, 2023
Date

Reviewed & approved by Department Head

[Signature]
Signed

8/25/23
Date

Please return signed agreement back to (name/email) : Mariadelrosar.penalopez@fresnounified.or



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: College and Career - 030-6350-0710-1110-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Fresno Electrical JATC (Inside Wireman)

Contractor's Contact Person: William Torrence

Contractor's Title: Assistant Training Director

Contractor's Telephone
Number: 559-251-5174

Contractor's E-mail: wtorrence@fresnojatc.com

Contractor's Address: 5420 E Hedges Ave, Fresno CA 93727

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Fresno Electrical JATC (Inside Wireman) ("Contractor").

1. Contractor Services. Contractor agrees to provide

the Fresno Electrical Joint Apprenticeship Training Program for Inside Wireman Apprenticeship; Fresno Unified School District is the local educational agency for the program. Fresno Electrical Joint Apprenticeship will bill Fresno Unified for a maximum of 19,176 hours with an RSI hourly rate of \$9.98.

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 7/1/2023, and shall terminate on 6/30/2024. 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 _____ per Invoice, Not to exceed \$ 156,928.71. Checks will be made payable to Fresno Electrical JATC (Inside Wireman Apprenticeship). 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 SS

- 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 service.
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a – d): \$ 156,928.71
- 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.ppepas.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 SS District's initials SS

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.

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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.
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Contractor's initials CS District's initials SS

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District:

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

Contractor: Fresno Electrical JATC

Name: William Torrence

Address:

5420 East Hedges Ave
Fresno, CA 93727

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

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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

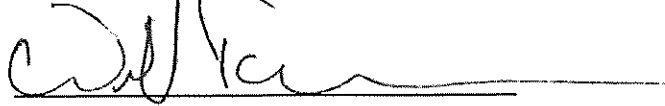
Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Fresno Electrical JATC (Inside Wireman Apprent

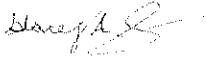


~~Name: William Torrenco~~, ~~Title: Assistant Training Director~~

~~8/21/23~~

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Aug 31, 2023

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29361

Vendor Number

Fresno Electrical JATC (Joint Sound)

5420 E Hedges Ave, Fresno, CA 93727

Vendor Name

Address

559-251-5174

William Torrence

Phone Number

Vendor Contact

From: 7/1/2023

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

College and Career Readiness

559-248-7460

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-6350-0710-1110-5899

Annual Cost \$ 16,530.87

(Contract will not be authorized to exceed this amount w/

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 Electrical Joint Apprenticeship Training Program for Sound and Communication; Fresno Unified School District is the local educational agency for the program. Fresno Electrical JATC will bill Fresno Unified for a minimum of 2,020 hours with an RSI hourly rate of \$9.98

Please indicate where the work will be performed: Work to be performed remotely in the st

Date Item is to appear on Board of Education Agenda: 9/27/2023 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

8/29/2023

Signed

Date

Reviewed & approved by Risk Management

Aug 31, 2023

Signed

Date

Reviewed & approved by Department Head

8/25/23

Signed

Date

Please return signed agreement back to (name/email) : Mariadelrosar.penalopez@fresnounified.or



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: College and Career - 030-6350-0710-1110-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: _____

Contractor's Vendor Name: Fresno Electrical JATC (Sound and Communication)

Contractor's Contact Person: William Torrence

Contractor's Title: Assistant Training Director

Contractor's Telephone

Number: 559-251-5174

Contractor's E-mail: wtorrence@fresnojatc.com

Contractor's Address: 5420 E Hedges Ave, Fresno CA 93727

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Fresno Electrical JATC (Sound and Communication) ("Contractor").

1. Contractor Services. Contractor agrees to provide

the Fresno Electrical Joint Apprenticeship Training Program for Sound and Communication Apprenticeship; Fresno Unified School District is the local educational agency for the program. Fresno Electrical Joint Apprenticeship will bill Fresno Unified for a maximum of 2,020 hours with an RSI hourly rate of \$9.98.

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3. Term. This Agreement shall begin on 7/1/2023, and shall terminate on 6/30/2024. 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 _____ per Invoice, Not to exceed \$ 16,530.87. Checks will be made payable to Fresno Electrical JATC (Sound and Communication Apprenticeship). 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 W

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 service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$ 16,530.87

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.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 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 W District's initials SS

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 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 W 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

Contractor: Fresno Electrical JATC

Name: William Torrence

Address:

5420 East Hedges Ave
Fresno, CA 93727

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. Excution 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, Chief Financial Officer

Date

CONTRACTOR

Fresno Electrical JATC (Sound and Communicati

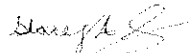


Name: William Torrence Title: Assistant Training Director

8/21/23

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Aug 31, 2023

Date



TO: Chief Executive Officers
Chief Instructional Officers
Chief Business Officers
Career Education Deans
Regional Consortia Chairs

FROM: Sandra Sanchez, Interim Vice
Chancellor Workforce and Economic
Development Division

CC: Aisha Lowe, Executive Vice Chancellor
Office of Equitable Student Learning, Experience, and Impact

Gary Adams, Dean
Workforce and Economic Development Division

RE: Formal Notification of Related and Supplemental Instruction Fiscal Year 2023-24 Initial
Allocations

This memorandum is a formal notification of the initial allocation of related and supplemental instruction (RSI) hours funded by the fiscal year 2023-24 Budget Act appropriations. Upon appropriation by the Legislature, the Chancellor of the California Community Colleges (Chancellor) is responsible for allocating funds for apprenticeship programs in good standing and approved pursuant to Chapter 4 of Division 3 of the Labor Code consistent with subdivision (e) of Education Code Section 8152 or 79149.3, to reimburse RSI maintained by a school district, a county office of education, or a community college (collectively referred to as LEAs).

In fiscal year 2023-24, the Legislature appropriated a total of \$93,441,000 for RSI reimbursement. This is a \$5,319,000 million overall increase from fiscal year 2022-23. The fiscal year 2023-24 schedule breakdown is as follows: \$34,343,000 to support community colleges within the Schedule 2 and \$59,098,000 to support K-12 local education agencies within the Schedule 3. The increase in the RSI appropriation was dedicated to increasing the hourly rate of RSI funding from \$8.82 to \$9.98. The fiscal year 2023-24 allocation amounts are based on actual hours reported by LEAs in fiscal year 2021-22. Therefore, an adjustment to the number of reimbursable hours for each schedule was also made. A list of LEAs and their fiscal year 2023-24 initial allocations is included in this memorandum starting on page 3.

Formal Notification of Related and Supplemental Instruction Fiscal Year 2022-23 Initial Allocations
 July 27, 2023

If you have any questions, regarding the allocation of RSI dollars, please contact our apprenticeship team via email at apprenticeship@cccco.edu.

Initial RSI Allocations

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 2	Allan Hancock Joint CCD	5,546	\$55,347
Schedule 2	Butte-Glenn CCD	2,446	\$24,409
Schedule 2	Cerritos CCD	268,786	\$2,682,480
Schedule 2	Chabot-Las Positas CCD	175,472	\$1,751,213
Schedule 2	Contra Costa CCD	79,745	\$795,859
Schedule 2	Foothill-DeAnza CCD	540,571	\$5,394,902
Schedule 2	Hartnell CCD	8,752	\$87,348
Schedule 2	Imperial CCD	4,456	\$44,474
Schedule 2	Kern CCD	36,803	\$367,292
Schedule 2	Los Angeles CCD	3,352	\$33,455
Schedule 2	Los Rios CCD	699,651	\$6,982,522
Schedule 2	Napa Valley CCD	14,771	\$147,415
Schedule 2	Palomar CCD	257,137	\$2,566,225
Schedule 2	Rancho Santiago CCD	620,856	\$6,196,145
Schedule 2	Rio Hondo CCD	276,986	2,764,319
Schedule 2	Riverside CCD	77,923	\$777,668
Schedule 2	San Diego CCD	44,038	\$439,502
Schedule 2	San Francisco CCD	32,136	\$320,717
Schedule 2	San Joaquin Delta CCD	68,037	\$679,007
Schedule 2	San Jose-Evergreen CCD	21,655	\$216,118
Schedule 2	San Mateo County CCD	55,232	\$551,220
Schedule 2	Sonoma County CCD	40,323	\$402,420
Schedule 2	State Center CCD	64,276	\$641,475
Schedule 2	West Valley-Mission CCD	41,782	\$416,983
Schedule 2	Yosemite CCD	449	\$4,485
Schedule 2	TOTAL	3,441,181	\$34,343,000.00

Formal Notification of Related and Supplemental Instruction Fiscal Year 2022-23 Initial Allocations
 July 27, 2023

Budget Act Schedule	Institution	Initial Hours Allocated	Initial Dollars Allocated
Schedule 3	Anaheim Union High	260,792	\$2,602,706
Schedule 3	Butte COE	326,518	\$3,258,646
Schedule 3	Castro Valley Unified	40,361	\$402,800
Schedule 3	Central Unified	15,062	\$150,322
Schedule 3	Eden Area ROP	63,262	\$631,354
Schedule 3	Fresno COE	31,631	\$315,675
Schedule 3	Fresno Unified	194,016	\$1,936,276
Schedule 3	Grossmont Union High	414,214	\$4,133,859
Schedule 3	Hacienda la Puente Unified	817,663	\$8,160,274
Schedule 3	Hayward Unified	85,539	\$853,684
Schedule 3	Los Angeles COE	479,931	\$4,789,714
Schedule 3	Los Angeles Unified	1,079,413	\$10,772,538
Schedule 3	Martinez Unified	78,324	\$781,674
Schedule 3	Napa Valley Unified	27,847	\$277,912
Schedule 3	Petaluma Joint Union High	72,001	\$718,567
Schedule 3	Pleasanton Unified	487,026	\$4,860,521
Schedule 3	Sacramento City Unified	71,964	\$718,199
Schedule 3	Sacramento COE	180,748	\$1,803,865
Schedule 3	San Bernardino City Unified	28,244	\$281,877
Schedule 3	San Joaquin COE	775,209	\$7,736,581
Schedule 3	San Jose Unified	84,733	\$845,632
Schedule 3	San Juan Unified	128,731	\$1,284,739
Schedule 3	San Luis Obispo COE	4,855	\$48,449
Schedule 3	Shasta COE	909	\$9,076
Schedule 3	Stanislaus COE	26,728	\$266,744
Schedule 3	Sweetwater Union High	2,731	\$27,254
Schedule 3	Turlock Unified	90,374	\$901,933
Schedule 3	Ventura COE	40,768	\$406,866
Schedule 3	Yuba COE	12,050	\$120,263
Schedule 3	TOTAL	5,921,644	\$59,098,000

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-15

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Agreement with Scout Island – Fresno County Superintendent of Schools

ITEM DESCRIPTION: Included in the Board binders is a request to ratify the agreement with Scout Island - Fresno County Superintendent of Schools. Scout Island will provide facilities and instructors for outdoor science day enrichment trips. This enrichment trip supports classroom instruction in water cycle, plant science, animal habitats, social studies, and conservation. Students also develop leadership and networking skills.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$35,000 are available in the Student Engagement Budget.

PREPARED BY: Marie Williams, Ed.D.

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

04191
Vendor Number
 SCOUT ISLAND/FCSS
Vendor Name
 559 265-4062
Phone Number

1111 Van Ness Ave, Fresno CA 93721
Address
 Stephen Bock or Matthew Stewart
Vendor Contact

From: 8/1/2023
Through: 6/6/2024

Term (Duration)
FUSD Contract Administrator:
 Leticia deSantiago
Name **Student Engagement/0725** **559 457-3476**
Site/ Dept **Telephone number**

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0173-0xxx-G00X-4000-5899

Annual Cost \$ 35,000.00 (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. Yes No

Scope of Work Summary:

Scout Island/FCSS to provide facility and instructors for outdoor science/nature "day camp". This enrichment trip supports classroom instruction in conservation, animal habitats, social studies, natural resources, water cycle, geology. This enrichment trip experience will also develop leadership skills, and classroom team building.

Please indicate where the work will be performed: Work to be performed remotely in the state of California

Date Item is to appear on Board of Education Agenda: 09/27/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: N. Bock 9/6/2023
Signed Date

Reviewed & approved by Risk Management Stacey A. [Signature] Sep 11, 2023
Signed Date

Reviewed & approved by Department Head Ben W. [Signature] 8/21/2023
Signed Date

Please return signed agreement back to (name/email) : Leticia deSantiago/leticia.desantiago@fresnounified.org

Vendor
04191



MASTER USE AGREEMENT ("Agreement")
Scout Island

Legal Doc. No. of this signed Agreement (*Legal use only*): _____

COVER

<p>AGENCY</p> <p>Fresno Unified School District ("Agency") Attn: Dr. Robert Nelson, Superintendent 2309 Tulare Street Fresno, CA 93721 Phone: (559) 457-3000 Email: bob.nelson@fresnounified.org</p>	<p>FCSS</p> <p>Fresno County Superintendent of Schools ("FCSS") Attn: Stephen Bock, Director Dept.: Scout Island Education Center Fresno County Office of Education 1111 Van Ness Avenue Fresno, CA 93721 Phone: (559) 265-4062 Email: sbock@fcoe.org</p>
<p>CONTRACT TERM (see § 3.1) "Effective Date": August 1, 2023 "Term": 5 year initial term, 1 year renewal terms.</p>	<p>TERMINATION (see § 3.2) The Agreement may be terminated by either Party with or without cause.</p>
<p>CONTRACT AMOUNT, EVENT QUOTE, AND PAYMENT SCHEDULE (see Art. 2). Agency shall pay FCSS the Contract Amount stated below pursuant to the following "Payment Schedule"</p>	
<p>"Contract Amount": Agency shall pay FCSS for use of Scout Island Outdoor Education Center ("Scout Island") based on the facility use fee currently set at \$200 per day ("Facility Use Fee"). Agency shall also be responsible for the cost of instructor(s) used currently set at \$250 per instructor per day ("Instructor Charge"). FCSS may adjust the Facility Use Fee and Instructor Use Fee.</p>	
<p>"Event Quote": To schedule use of Scout Island, Agency staff shall complete the registration form available at: https://www.scoutisland.org/registration. Once received, FCSS staff will review the registration form and either reject or accept the field trip request. If approved, FCSS staff will issue an event quote confirming the field trip details and stating the total fees for that field trip ("Event Quote").</p>	
<p>"Payment Schedule": FCSS shall submit invoices to Agency following each field trip. Agency shall pay FCSS within 30 days after Agency has received the invoice.</p>	
<p>FCSS OBLIGATIONS. Unless specifically stated otherwise on this Cover, FCSS shall provide all labor, materials, supplies, equipment, and transportation necessary to perform the following "Services":</p>	
<p>FCSS shall make Scout Island available to Agency for field trips (single-day or multi-day). The field trip to Scout Island may include canoeing, ropes course, archery, and other service-learning or professional development activities. The field trips will be offered in accordance with the Scout Island learning modules available for download at the FCSS website. Individual field trip details will be scheduled between the Parties in writing in advance of each field trip to be confirmed in the Event Quote. FCSS delegates authority to the Director of Scout Island Education Center to prepare and sign the Event Quote.</p>	
<p>AGENCY OBLIGATIONS. Agency shall perform all obligations required of Agency as set forth elsewhere in this Agreement and the following (leave blank if no additional obligations):</p>	
<p>Agency shall be responsible for transporting the students to Scout Island and providing supervision at all times during the field trip. Agency shall ensure that all participants, including parents or guardians for minors, complete a waiver, release and hold harmless agreement before participating in the field trip at Scout Island as directed by FCSS. Agency may also be required to complete additional information as may be provided by FCSS. If approved, Agency expressly authorizes the school site principal or teacher to sign the Event Quote.</p>	
<p>In the event that Agency desires to cancel or reschedule a field trip, Agency must provide FCSS with reasonable advanced notice.</p>	

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Agency and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

AGENCY

FCSS

By: _____
Patrick Jensen, Chief Financial Officer

By: _____
Dr. Michele Cantwell-Copher, Superintendent
or Authorized Designee

NOTE – ELECTRONIC SIGNATURE: While FCSS will accept digital signatures on contracts and amendments, they must be validated by a reliable Certificate Authority, and if a digital signature is used to execute any such document, the signature page thereof must be provided to FCSS in the electronic format it was signed in.

Approved As To Form



Sep 11, 2023

Stacey Sandoval, Executive Director
Risk Management

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

SECTION 1.1 PURPOSE. By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide, and Agency shall compensate FCSS for, performance of those obligations required of FCSS under this Agreement and to set forth the Parties' rights and obligations relating to this Agreement.

SECTION 1.2 COMPLIANCE WITH APPLICABLE LAW AND GRANT. Each Party shall comply with all laws and related regulations applicable to its performance of this Agreement, and all laws and related regulations for which it agrees to comply under this Agreement (collectively and separately referred to as "**Applicable Law**" and shall include any amendment thereto and laws and related regulations that are effective as of the Effective Date or that become effective during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an Applicable Law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the Applicable Law in which case the provision in the Applicable Law shall govern to the extent provided in the Applicable Law. Each Party shall comply with the terms and conditions of each grant (if any) that provides funding for this Agreement and all applicable laws, regulations, and requirements.

SECTION 1.3 WORK PRODUCTS AND RIGHTS THERETO. The provisions in this Section shall survive the termination of this Agreement and apply to any Work that a Party prepares for or provides to the other Party pursuant to this Agreement. Each Party's Work shall remain its property and that Party shall have all interests and rights thereto. Each Party grants to the other Party a limited license during the Contract Term to use and reproduce those portions of the other Party's Work necessary for the Party's performance of this Agreement. Upon termination of this Agreement and upon a Party's request, the other Party shall return any or all Work that belongs to the requesting Party. "**Work**" means any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.

1.4.1 CONFIDENTIAL MATERIAL. If any documents and/or information (for example and not as a limitation, employee or student record) that is subject to nondisclosure or protection under federal and/or California laws (collectively and separately "**Confidential Material**") are provided to or created by a Party for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Material, except as required by law or a court order or as this Agreement may permit; (B) unless specifically permitted by applicable laws, not use the Confidential Materials for any purpose not related to a Party's performance of this Agreement; (C) protect and secure the Confidential Material, including Confidential Material saved or stored in an electronic form, to ensure that it is safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use; (D) acknowledge that any Confidential Material related to students shall be the property of and under the control of the Party whose student it relates to, notwithstanding any use authorized under this Agreement or its status as Work; and (E) not retain any Confidential Material related to a student of the other Party upon the expiration of this Agreement, which shall be accomplished by either the return of or the destruction of such Confidential Material. The provisions of this Subsection shall survive the termination of this Agreement.

1.4.2 SCHOOL OFFICIAL DESIGNATION. To the extent FCSS' provision of the Services under this Agreement will entail FCSS staff to view, handle, create, or receive Confidential Material consisting of student records of Agency's students ("**Pupil Records**") that are subject to the Family Educational Rights and Privacy Act ("**FERPA**"), FCSS acknowledges and agrees, for the purposes of this Agreement, that FCSS is hereby designated as a "school official" with "legitimate educational interests" in the Pupil Records, as those terms are defined under FERPA and its implementing regulations. FCSS agrees to abide by the FERPA limitations and requirements imposed by 34 CFR 99.33(a) on school officials, including that FCSS will not disclose Pupil Records to any other party without the prior written consent of each pupil's parent or eligible pupil.

ARTICLE 2 PAYMENT. Compensation to FCSS under this Agreement shall be in accordance with the Event Fees Quote that is completed and included as part of this Agreement.

ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect for an initial term of five (5) years, and shall automatically renew for consecutive one (1) year renewal terms unless either Party provides written notice of its intent not to renew at least 30 days' prior to the end of the initial term or renewal term ("**Contract Term**"). Notwithstanding the foregoing, in the event the Contract Term is ended in accordance with Subsection 3.2.1 below, the Agreement shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party.

SECTION 3.2 TERMINATION DURING CONTRACT TERM. During the Contract Term, a Party, with or without cause, may terminate this Agreement by giving the other Party at least 30 days' written notice. Upon termination of this Agreement, Agency shall pay FCSS for all Services that FCSS performed before the effective date of termination of this Agreement, such payment to be made within 30 days of the effective date of termination of this Agreement and Agency's receipt of FCSS' invoice. The provisions of this Subsection shall survive the termination of this Agreement.

SECTION 3.3 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example acts of God such as epidemics or pandemics (nationally, statewide, or locally declared) tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**"), provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Agency's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

ARTICLE 4 INSURANCE.

Each Party, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance providing coverage that complies, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Party upon the other Party's request: (A) *commercial general liability* with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) *workers compensation* with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and *employer's liability insurance* of not less than \$1,000,000; and (C) *commercial automobile liability* covering, at a minimum, non-owned and hired autos and, if there are any autos owned by the Party, then also covering owned autos, with a combined single limit of not less than \$1,000,000 per accident.

ARTICLE 5 INDEMNITY.

Each Party's indemnity, defense, and hold harmless obligations to the other Party under or related to this Agreement shall be governed solely by this Article. A Party ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is *not* any of the following: (A) a Party; (B) an owner, director, officer, employee, or agent of Agency; (C) an officer, employee, or agent of FCSS; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision, each a "**Determination**," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired. For purpose of this Article, Agency's obligation to indemnify FCSS extends to the Fresno County Board of Education, and each individual Board member.

ARTICLE 6 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 5 and any

dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Agency shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Agency shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Agency shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE 7 GENERAL PROVISIONS.

SECTION 7.1 ENTIRE AGREEMENT, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 7.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. If there is uncertainty of any language in this Agreement, the Parties agree that Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that each Party does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 7.3 INDEPENDENT CONTRACTOR, ASSIGNMENT, AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent, the Parties agreeing that this provision shall not prohibit FCSS from contracting with one or more third parties to perform the Services required of FCSS under this Agreement.

SECTION 7.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by e-mail; and, **if to FCSS, a copy of any notice and demand by email to: FCSS Legal Services at legalservices@fcoe.org.** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

/ /

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-16

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Amendment to Agreement with KLS Design

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement between the Extended Learning Department and KLS Design. KLS Design will provide digital arts-based enrichment opportunities for students in the after-school program. In order to provide students with the appropriate enrichment, KLS Design will need to amend its agreement to cover the cost of the specialized equipment that will be utilized. This amendment will ensure all students in the after-school program are at a one-per-one ratio with the needed equipment. The original agreement amount of \$423,430 will provide services for up to 1,000 after-school program students. Amending the agreement to a new total of \$538,430 will ensure that all 1,000 students have the proper equipment.

The agreement will increase by \$115,000, which brings the new agreement total to \$538,430. The original agreement amount: \$423,430.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$538,430 are available in the Extended Learning Expanded Learning Opportunities Program Budget.

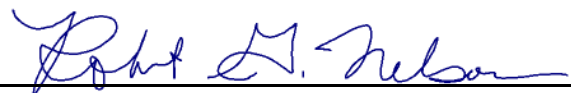
PREPARED BY: Jeremy Ward

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

August 22, 2023

RE: Amended Independent Contract Services Agreement with KLS Design.

SUMMARY: KLS Design will be purchasing the equipment and supplies needed for their digital design enrichment program provided during Extended Learning Department's After School Program, which requires a charge for equipment and supplies usage of up to \$115,000.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District Extended Learning Department and KLS Design dated from 8/14/2023 – 6/6/2024 for a total contracted amount of \$423,430*, previously executed and approved by Fresno Unified Board of Education on 08/09/2023.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Annual Cost – Increase from previously executed agreement of \$423,430 to **\$538,430** effective 09/27/2023.

Contractor Services – Update to include **“KLS Design will charge Extended Learning for equipment and supplies needed for the digital design enrichment program designed by KLS Design during the After School Program of up to \$115,000 (included in the amended annual cost of the previously executed agreement). All items purchased that is \$500 or over are the sole property of FUSD.”** effective 09/27/2023.

Item # 4 Payment – Update Not to Exceed amount to **\$538,430** effective 09/27/2023.

Item# 5.d. Supplies – Update to include **\$115,000** As negotiated with school/department contracting for service effective 09/27/2023.

Item # 5.f. Total Estimated Cost – Update amount to **\$538,430** effective 09/27/2023.



BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Signature: Connie Cha
Connie Cha (Aug 22, 2023 19:51 PDT)

Email: connie.cha@fresnounified.org

Signature: Jeremy Ward
Jeremy Ward (Aug 23, 2023 04:42 PDT)

Email: jeremy.ward@fresnounified.org

FINANCIAL SUMMARY: Contract will increase by \$115,000 and charged to the appropriate budget line as outlined in the board approved Independent Contract Agreement.

AB 8/30/2023
Reviewed & Approved by **Cabinet Level Officer** **Date**

Stacy A. G. Aug 31, 2023
Reviewed & Approved by **Executive Director, Risk Management** **Date**

Reviewed & Approved by **Chief Financial Officer** **Date**

Alexandra Register Aug 22, 2023
Alexandra Register (Aug 22, 2023 16:50 PDT)
Reviewed & Approved by **Contractor** **Date**



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31459

Vendor Number

KLS Design Inc

1755 Broadway St., Fresno, CA 93721

Vendor Name

Address

559-286-5331

Alexandra Register

Phone Number

Vendor Contact

From: 8/14/2023

Through: 6/6/2024

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

CCR / Extended Learning

559-248-7560

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1110-4000-5899

Annual Cost \$ 538,430.00 (Contract will not be authorized to exceed this amount w/c

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:

This amendment is made to the agreement between Fresno Unified School District Extended Learning Department and KLS Design dated from 8/14/2023 - 6/6/2024 for a total contracted amount of \$423,430, previously executed and approved by Fresno Unified Board of Education on 08/09/2023.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Annual Cost- Increase from previously executed agreement of \$423,430 to \$538,430 effective 09/27/2023.

Contractor Services - Update to include "KLS Design will charge Extended Learning for equipment and supplies needed for the digital design enrichment program designed by KLS Design during the After School Program of up to \$115,000 (included in the amended annual

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: 09/27/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: [Signature] 8/30/2023
Signed Date

Reviewed & approved by Risk Management [Signature] Aug 31, 2023
Signed Date

Reviewed & approved by Department Head [Signature] 8/25/23
Signed Date

Please return signed agreement back to (name/email) : mariadelrosar.penalopez@fresnounified.or



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>31459</u>	
Vendor Number	
<u>KLS Design INC</u>	<u>1755 Broadway St., Fresno, CA 93721</u>
Vendor Name	Address
<u>559-286-5331</u>	<u>Alexandra Register</u>
Phone Number	Vendor Contact
From: <u>8/14/2023</u>	Through: <u>6/6/2024</u>
Term (Duration)	
FUSD Contract Administrator:	
<u>Jeremy Ward</u>	<u>CCR/Extended Learning</u> <u>559-248-7560</u>
Name	Site/ Dept Telephone number
Budget (Fund-Unit-Dept.-Activity-Function-Object)	<u>060-2600-0790-1110-4000-5899</u>
Annual Cost <u>\$423,430.00</u> (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. Yes No

Scope of Work Summary:

KLS Design will provide up to 10 trained staff per quarter as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 - 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days for up to 4 hours per day, as outlined on the FUSD 2023-2024 Academic School Calendar, in addition, vendor will provide up to 46 hours of professional learning to instructional site staff, and FUSD will provide an additional 18 hours of required professional learning to vendor's instructional site staff, for up to 8 hours per day on professional learning dates, at the billing rate of \$46.00 per hour. Responsibilities include student supervision and introducing students to intermediate digital I pad illustration, graphic design, apparel printing, and vinyl decorating. KLS Design will provide up to 5 trained high school interns (1 intern to 2 instructional staff ratio), with a minimum age of 16 years, to support vendor staff at assigned sites. KLS Design student interns will provide services for up to 4 hours per day and for up to 180 instructional days on the FUSD 2023-2024 Academic School Calendar in addition of up to 8 hours of professional learning at a billing rate of \$17.25 per hour.

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: 08/09/23 Will contract be submitted with Bundled Contracts? Aug Bundle
(Contracts of \$15,000.00 or more)

Routing Order:

- | | | |
|--|---|---------------------|
| 1) Reviewed & approved by Department Head: | 
<u>Jeremy Ward (Jul 21, 2023 16:31 PDT)</u> | <u>Jul 21, 2023</u> |
| | Signed | Date |
| 2) Reviewed & approved by Cabinet Level Officer: | 
<u>Jeremy Ward (Jul 21, 2023 16:31 PDT)</u> | <u>Jul 21, 2023</u> |
| | Signed | Date |
| 3) Reviewed & approved by Risk Management: | 
<u>Signed</u> | <u>7/25/2023</u> |
| | Signed | Date |

Please return signed agreement back to (name/email) : Amy.Cha@fresnounified.org



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1110-4000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: Jeremy Ward (06/21, 2023 15:31 PDT)

Contractor's Vendor Name: KLS Design INC

Contractor's Contact Person: Alexandra Register

Contractor's Title: CEO

Contractor's Telephone
Number: 559-286-5331

Contractor's E-mail: alex@klsdprinting.com

Contractor's Address: 1755 Broadway St., Fresno, CA 93721

This Independent Contractor Services Agreement is made and entered into effective 8/14/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and KLS Design INC ("Contractor").

1. Contractor Services. Contractor agrees to provide

KLS Design will provide up to 10 trained staff per quarter as requested and assigned by Fresno Unified School District (FUSD) to provide enrichment services to students of FUSD TK-8 site After School Program(s) that receive funds from California Department of Education (CDE), following the ratio of Grade Levels TK/K, 10 students to 1 instructional staff and Grade Levels 1 – 8, 20 students to 1 instructional staff. Vendor will provide services for up to 180 instructional days for up to 4 hours per day, as outlined on the FUSD 2023-2024 Academic School Calendar, in addition, vendor will provide up to 46 hours of professional learning to instructional site staff, and FUSD will provide an additional 18 hours of required professional learning to vendor's instructional site staff, for up to 8 hours per day on professional learning dates, at the billing rate of \$46.00 per hour. Responsibilities include student supervision and introducing students to intermediate digital I pad illustration, graphic design, apparel printing, and vinyl decorating.

KLS Design will provide up to 5 trained high school interns (1 intern to 2 instructional staff ratio), with a minimum age of 16 years, to support vendor staff at assigned sites. KLS Design student interns will provide services for up to 4 hours per day and for up to 180 instructional days on the FUSD 2023-2024 Academic School Calendar in addition of up to 8 hours of professional learning at a billing rate of \$17.25 per hour.

Materials and Supplies will be purchased by FUSD, up to the amount of \$188,070 (not included in the annual cost of this agreement) for this enrichment program in the After School Program and are the sole property of FUSD.

KLS Design will submit a monthly invoice with backup that includes but is not limited to the number of instructional staff at each assigned site and hours worked along with training hours performed. In accordance with Federal Program Monitoring, KLS Design's staff must meet the minimum requirements of the FUSD Paraprofessional, After School/Extended Day position. It is the sole responsibility of the vendor to provide coverage for any staff that is absent.

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 8/14/2023 , and shall terminate on 6/6/2024 . 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 \$46.00 per hour , Not to exceed \$423,430.00 . Checks will be made payable to KLS Design INC . 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 AR

- 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 service.
- e. Other _____
- f. Total Estimated Cost (Sum of paragraphs 4 and 5a – e): \$423,430.00

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.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 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 AR District's initials SS

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 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 AR 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 thenotice.

District:

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

Contractor: CEO

Name: Alexandra Register

Address:

1755 Broadway St. #104
Fresno, CA 93721

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 (Aug 17, 2023 09:20 PDT)

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

KLS Design INC


Alexandra Register (Jul 21, 2023 16:09 PDT)

Name: Alexandra Register, *Title:* CEO

Jul 21, 2023

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

7/25/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-17

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Amendment to Agreement with Teocalli Cultural Academy

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement between the Extended Learning Department and Teocalli Cultural Academy. Teocalli Cultural Academy provided summer camp opportunities for 194 students from July 10, 2023, through July 28, 2023. Their original agreement was to provide services to 180 students; however, due to high student and family interest, they agreed to increase their services to accommodate all students who signed up. There were an additional 14 students who were not accounted for during the Summer Camp in July. The original agreement amount was \$70,740. The total amount is \$76,242, to cover an additional 14 students.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$76,242 are available through the Extended Learning Expanded Learning Opportunities Program Budget.

PREPARED BY: Jeremy Ward

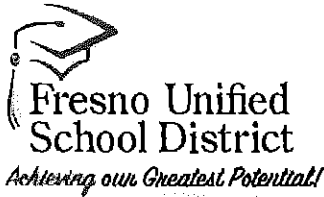
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29244

Vendor Number

Teocalli Cultural Academy

1018 Fulton Street, Fresno, CA 93702

Vendor Name

Address

559-577-9447

Julio Bustos Penaloza

Phone Number

Vendor Contact

From: 7/1/2023

Through: 7/28/2023

Term (Duration)

FUSD Contract Administrator:

Extended Learning

559-248-7465

Valerie Martinez

Site/ Dept

Telephone number

Name

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1110-5899

Annual Cost \$ 76,242.00 (Contract will not be authorized to exceed this amount w/

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:

This amendment is made to the agreement between Fresno Unified School District Extended Learning Department and Teocalli Cultural Academy dated from 7/1/2023-7/28/2023 for a total contracted amount of \$70,740, previously executed and approved by Fresno Unified Board of Education on 05/24/2023.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:
Annual Cost-Increase from previously executed agreement of \$70,740 to \$76,242 effective 09/27/2023.

Item# 4 Payment-Update Not to Exceed amount to \$76,242 effective 09/27/2023.
Item# 5.f. Total Estimated Cost -Update amount to \$76,242 effective 09/27/2023.

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: 09/27/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: MBA 8/30/2023
Signed Date

Reviewed & approved by Risk Management [Signature] Aug 31, 2023
Signed Date

Reviewed & approved by Department Head [Signature] 8/25/23
Signed Date

Please return signed agreement back to (name/email) : mariadelrosar.penalopez@fresnounified.or



BOARD OF EDUCATION

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Susan Wiltrup, Clerk
Valerio F. Davis
Claudia Cazares
Elizabeth Jonasson-Rosas
Keshia Thomas
Andy Levine

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

August 22, 2023

RE: Amended Independent Contract Services Agreement with Teocalli Cultural Academy

SUMMARY: Teocalli Cultural Academy will be purchasing the equipment and supplies needed for their digital design enrichment program provided during Extended Learning Department's After School Program, which requires a charge for equipment and supplies usage of up to \$5,502.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District Extended Learning Department and Teocalli Cultural Academy dated from 7/1/2023 – 7/28/2023 for a total contracted amount of \$70,740*, previously executed and approved by Fresno Unified Board of Education on 05/24/2023.

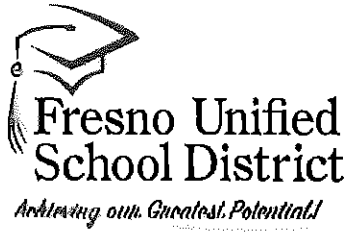
It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Annual Cost – Increase from previously executed agreement of \$70,740 to **\$76,242** effective 09/27/2023.

Item # 4 Payment – Update Not to Exceed amount to **\$76,242** effective 09/27/2023.

Item # 5.f. Total Estimated Cost – Update amount to **\$76,242** effective 09/27/2023.

FINANCIAL SUMMARY: The Independent Contract Agreement will increase by \$5,502, which brings the new contract total to \$76,242. Sufficient funds in the amount of \$76,242 are available through the Expanded Learning Opportunities Program in Extended Learning Department.



Jaeyoung

BOARD OF EDUCATION

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Valerio F. Davis
Claudia Cazares
Elizabeth Jonasson Rosas
Keshia Thomas
Andy Lovino

SUPERINTENDENT

Robert G. Nelson, Ed.D.

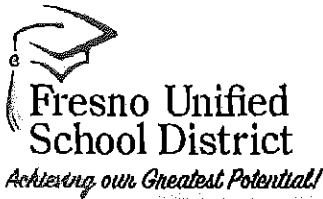
AB 8/30/2023
Reviewed & Approved by *Cabinet Level Officer* *Date*

Stacy Aug 31, 2023
Reviewed & Approved by *Executive Director, Risk Management* *Date*

Reviewed & Approved by *Chief Financial Officer* *Date*

Julio C Bustos Penaloza Aug 25, 2023
Julio C Bustos Penaloza (Aug 25, 2023 15:22 PDT)
Reviewed & Approved by *Contractor* *Date*

FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

29244

Vendor Number

Teocalli Cultural Academy

1018 Fulton Street, Fresno, CA 93702

Vendor Name

Address

559-577-9447

Julio Bustos Penaloza

Phone Number

Vendor Contact

From: 7/1/2023

Through: 7/28/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Extended Learning

559-248-7539

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1110-5899

Annual Cost \$70,740.00

(Contract will not be authorized to exceed this amount w/c

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:

Teocalli Cultural Academy agrees to provide three weeks of summer camps July 10 - July 28, 2023 for a total of 180 students in grades TK-6. A full day session (8:00 am - 5:00 pm) will be offered each week. Camp activities include cultural dance (Folklorico & Hi Hop), music and art. All campers will receive a camp t-shirt.

A family event will be held on the Friday of each week at 1018 Fulton St., Fresno, CA 93721 which will include a performance and showcase of student work.

Please indicate where the work will be performed: Work to be performed remotely in the state of Cali:

Date Item is to appear on Board of Education Agenda: 05/24/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

NB

5-5-2023

Signed

Date

Reviewed & approved by Risk Management

[Signature]

5/8/2023

Signed

Date

Reviewed & approved by Department Head

[Signature]

Apr 25, 2023

Signed

Date

Please return signed agreement back to (name/email) : **Fransis Thao & Francine Pedersen** Extended Learning



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: *[Signature]*
Authority: Board Policy 12.1, 12.23 (6/2017 PDR)

Contractor's Vendor Name: Teocalli Cultural Academy

Contractor's Contact Person: Julio Bustos Penaloza

Contractor's Title: Owner

Contractor's Telephone
Number: 559-577-9447

Contractor's E-mail: teocalliculturalacademy@gmail.com

Contractor's Address: 1018 Fulton Street, Fresno, CA 93702

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Teocalli Cultural Academy ("Contractor").

1. Contractor Services. Contractor agrees to provide

Teocalli Cultural Academy agrees to provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 180 students in grades TK-6. A full day session (8:00 am - 5:00 pm) will be offered each week. Camp activities include cultural dance (Folklorico & Hi Hop), music and art. All campers will receive a camp t-shirt.

A family event will be held on the Friday of each week at 1018 Fulton St., Fresno, CA 93721 which will include a performance and showcase of student work.

A full breakfast, full lunch, and an afternoon snack for all campers will be provided.

At the conclusion of camps, Teocalli Cultural Academy will submit an executive summary report and an invoice outlining services provided.

All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified School District.

*Note - Camps with less than 20% enrollment by end of day June 23, 2023, will be canceled.

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 7/01/2023, and shall terminate on 7/28/2023. 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 \$393.00 per student, Not to exceed \$70,740.00. Checks will be made payable to Teocalli Cultural Academy. 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 JB

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): \$70,740.00

f Other \$0

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.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 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 JB District's initials SS

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.

- a. 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.
- a. 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 ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, 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 Indemnitees, 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 Indemnitees, 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 Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, 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.

a. 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 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 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

Contractor: Teocali Cultural Academy

Name: Julio Bustos Penaloza

Address:

1018 Fulton Street
Fresno, CA 93702


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 so 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, Chief Financial Office


Patrick Jensen (Jun 12, 2023 11:44 PDT)

Jun 12, 2023

Date

CONTRACTOR

Teocalli Cultural Academy


Julio C. Bustos Penaloza (Apr 21, 2023 16:17 PDT)

Name: Julio Bustos Penaloza, Title: Owner

Apr 21, 2023

Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director



5/8/2023

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-18

AGENDA SECTION: A

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

ACTION REQUESTED: Ratify

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

TITLE AND SUBJECT: Ratify Amendments to Agreements for Extended Learning Programs

ITEM DESCRIPTION: Included in the Board binder are amendments to four agreements for Extended Learning. Ma Joydee Vicencio Padua (Halau Hula I Ka La Camp), California Arts Academy, Moreno Institute LLC, and Andrea Torres. The need to amend the 2023/24 agreements with Ma Joydee Vicencio Padua (Halau Hula I Ka La Camp) and California Arts Academy is because both Summer Camp vendors serviced more students than the original numbers agreed upon per the request of the Extended Learning Department.

Ma Joydee Vicencio Padua was originally to serve up to 40 students but accommodated an additional four students to ensure there were no waitlisted students for her camp. The vendor served a total of 44 students. Ma Joydee Vicencio Padua 2023/24 agreement increase \$1,700.

California Arts Academy was originally to serve up to 288 students but increased its roster by 35 to accommodate all waitlisted students. The vendor served a total of 323 students. California Arts Academy 2023/24 agreement increase \$11,375.

The need to amend the 2022/23 agreement with Moreno Institute LLC is because the vendor provided more staff to support the After School Program expansion to decrease the waitlist for Fresno Unified School District students. Moreno Institute LLC was originally to serve up to 35 sites during the summer but due to a shortage of staff, they increased the sites served to 43. Moreno Institute LLC 2022/23 agreement increase \$394,060.

The need to amend the 2022/23 After School Program agreement with Andrea Torres is because the vendor provided additional work for the Extended Learning program. Andrea Torres was originally to provide mural instructions to 20 sites but due to high demand, she provided her instructional services to an additional school site and ended up serving 21 sites total. Andrea Torres agreement increase \$7,797.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$414,932 are available in the Extended Learning Expanded Learning Opportunities Program Budget.

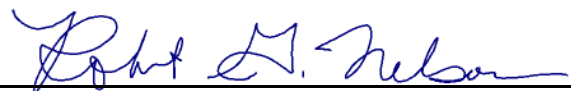
PREPARED BY: Jeremy Ward

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.





FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>31920</u>	
Vendor Number	
<u>Halau Hula I Ka La</u>	<u>2370 Huston Ave, Clovis CA 93611</u>
Vendor Name	Address
<u>559-593-9033</u>	<u>Joydee Vicencio-Padua</u>
Phone Number	Vendor Contact
<u>From: 7/1/2023</u>	<u>Through: 7/28/2023</u>
Term (Duration)	
FUSD Contract Administrator:	
<u>Valerie Martinez</u>	<u>Extended Learning / CCR</u> <u>559-248-7465</u>
Name	Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1110

Annual Cost \$ 18,087.00 (Contract will not be authorized to exceed this amount w/c

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:

The need to amend the 2023/24 agreements with Joydee Vicencio Padua (Halau Hula I Ka La Camp) is because the vendor serviced more students than the original numbers agreed upon per the request of the Extended Learning Department during Summer Camp.

Original amount \$16,387.00
Increased amount \$1,700.00
Total new amount \$18,087.00

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: 9/27/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: [Signature] 8/23/2023
Signed Date

Reviewed & approved by Risk Management [Signature] 8/31/23
Signed Date

Reviewed & approved by Department Head [Signature] 8/18/23
Signed Date

Please return signed agreement back to (name/email) : mariadelrosar.penalopez@fresnounified.or

FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31920

Vendor Number

Halau Hula I Ka La

2370 Houston Ave., Clovis, CA 93611

Vendor Name

Address

559-593-9033

Joydee Vicencio-Padua

Phone Number

Vendor Contact

From: 7/1/2023

Through: 7/20/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Extended Learning

559-248-7539

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1110-5099

Annual Cost ~~\$16,387.00~~ ^{\$18,047.00} _{SS}

(Contract will not be authorized to exceed this amount w/

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:

Halau Hula I Ka La agrees to provide two weeks of summer camps from July 17-July 20, 2023 for a total of 40 FUSD students in grades 1-6. One AM session will be offered each week (8:00 AM- 12:00 PM) and breakfast and a snack will be provided to all campers.

All campers will participate in fun and engaging activities including Hawaiian culture, geography, customs and traditions. Arts like Hula dance, language and music, and mythology and history will be incorporated throughout the camp.

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: 05/24/23 Will this contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer:

Signed

5-5-2023

Date

Reviewed & approved by Risk Management

Signed

5/9/2023

Date

Reviewed & approved by Department Head

Signed

Apr 25, 2023

Date

Please return signed agreement back to (name/email) : Francis Thao & Francine Pedersen Extended Learning

Revised 2/23/23

amy.chau@fresnounified.org a.c. 8/8/2023



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-5099

District Contact Person: Valerie Martinez

Budget Manager Approval: [Signature]

Contractor's Vendor Name: Halau Hula I Ka La

Contractor's Contact Person: Joydee Vicencio-Padua

Contractor's Title: Owner

Contractor's Telephone
Number: 559-593-9033

Contractor's E-mail: 6kaholo@att.net

Contractor's Address: 2370 Houston Ave., Clovis, CA 93611

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and Halau Hula I Ka La ("Contractor").

1. Contractor Services. Contractor agrees to provide

Halau Hula I Ka La agrees to provide two weeks of summer camps from July 17-July 28, 2023 for a total of 40 students in grades 1-6. One AM session will be offered each week (8:00 AM- 12:00 PM).
Handwritten notes: 14.4, u.c., 4/12/23, 7/17-7/28, Aug 9, 2023

All campers will participate in fun and engaging activities including Hawaiian culture, geography, customs and traditions. Arts like Hula dance, language and music, and mythology and history will be incorporated throughout the camp.

Breakfast and a snack will be provided to all campers daily.

At the conclusion of camps, Halau Hula I Ka La agrees to submit an executive summary report and an invoice outlining services provided.

All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified School District.

*Note - Camps with less than 20% enrollment by end of day June 23, 2023, will be canceled.

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 7/01/2023, and shall terminate on 7/28/2023. There shall be no extension of the term of the agreement without express written consent from all parties. *SS* *\$18,087.00* *8/18/2023*

4. Payment. District agrees to pay Contractor at following rate of \$409.66 per student *SS*, Not to exceed \$16,387.00 *SS*. Checks *Aug 9, 2023*. 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 *JVP*

- 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. *SS* *Aug 9, 2023*
- e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$16,387.00 *SS* *\$18,087.00* *a.c. 8/18/2023*
- f. Other \$0

- 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.ppcnas.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/hor 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 *JVP* District's Initials *SS*

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.

- a. 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.
- a. 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 ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, 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 Indemnitees, 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 Indemnitees, 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 Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, 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.

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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 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 JVP 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

Contractor: Halaui Hula I Ka La

Name: Joydee Vicencio-Padua

Address:
2370 Houston Ave.
Clovis, CA 93611

o: 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 Office


Patrick Jensen (Jun 7, 2023 09:17 PDT)

Jun 7, 2023
Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director



5/9/2023
Date


Aug 31, 2023

CONTRACTOR

Halau Hula I Ka La

 
M. Vicencio-Padua (Apr 21, 2023 12:54 PM) M. Vicencio-Padua (Aug 28, 2023 12:51 PM)

Name: Joydee Vicencio-Pa, Title: Owner

Apr 21, 2023 Aug 28, 2023
Date

Signature: 
Joydee Vicerio-Padua (Aug 9, 2023 08:58 PDT)

Email: 6kaholo@att.net



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

06170

Vendor Number

California Arts Academy

4750 North Blackstone Avenue, Fresno CA 93726

Vendor Name

Address

559-222-6539

Daniel Chavez Jr.

Phone Number

Vendor Contact

From: 7/1/2023

Through: 7/28/2023

Term (Duration)

FUSD Contract Administrator:

Valerie Martinez

Extended Learning / CCR

559-248-7465

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1110-5899

Annual Cost \$ 104,975.00 (Contract will not be authorized to exceed this amount w/c

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:

The need to amend the 2023/24 agreement with California Arts Academy is because the vendor serviced more students than the original numbers agreed upon per the request of the Extended Learning Department during Summer Camp.

Original amount \$93,600.00
Increased amount \$11,375.00
Total new amount \$104,975.00

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: 9/27/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:


Signed

8/23/2023

Date

Reviewed & approved by Risk Management


Signed

Aug 31, 2023

Date

Reviewed & approved by Department Head


Signed

8/18/23
Date

Please return signed agreement back to (name/email): mariadelrosar.penalopez@fresnounified.or

FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

06170

Vendor Number

California Arts Academy

4750 North Blackstone Avenue Fresno, CA 93726

Vendor Name

Address

559-222-6539

Daniel Chavez Jr.

Phone Number

Vendor Contact

From: 7/1/2023

Through: 7/20/2023

Term (Duration)

FUSD Contract Administrator:

Extended Learning

559-240-7539

Valerie Martinez

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0791-1110-5099

Aug 9, 2023

Annual Cost \$93,600.00

(Contract will not be authorized to exceed this amount w/

Ringerprint 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:

California Arts Academy agrees to provide three weeks of summer camps from July 10-July 20, 2023 for a total of 288 TK -12th grade students. Each camp will meet from 8:30 am - 2:00 pm. Campers will participate in art, music, singing, dance, theatre, basic tumbling, and etiquette.

At the end of each week students will participate in a presentation for their families. Breakfast, lunch, and a snack will be provided daily.

At the conclusion of the camps, California Arts Academy will submit an executive summary report and an invoice outlining services provided.

Please indicate where the work will be performed: Work to be performed remotely in the state of Cali

Date Item is to appear on Board of Education Agenda: 05/24/23 Will this contract be submitted with Unified Contracts? No

Reviewed & approved by Cabinet Level Officer:

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

amy.cha@fresnounified.org a.c. 8/8/2023



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0791-1110-5899

District Contact Person: Valerie Martinez

Budget Manager Approval: Approved

Contractor's Vendor Name: California Arts Academy

Contractor's Contact Person: Daniel Chavez Jr.

Contractor's Title: Artistic Director/General Manager

Contractor's Telephone
Number: 559-222-6539

Contractor's E-mail: dchavez.caa@gmail.com

Contractor's Address: 4750 North Blackstone Avenue Fresno, CA 93726

This Independent Contractor Services Agreement is made and entered into effective 7/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and California Arts Academy ("Contractor").

1. Contractor Services. Contractor agrees to provide

California Arts Academy agrees to provide three weeks of summer camps from July 10 - July 28, 2023 for a total of 288 TK - 12th grade students. Each camp will meet from 8:30 am - 2:00 pm. Campers will participate in art, music, singing, dance, theatre, basic tumbling, and etiquette. At the end of each week students will participate in a presentation for their families. Breakfast, lunch, and a snack will be provided daily.

At the conclusion of the camps, California Arts Academy will submit an executive summary report and an invoice outlining services provided.

All materials, equipment, and supplies purchased under this contract are the property of Fresno Unified School District.

*Note - Camps with less than 20% enrollment by end of day June 23, 2023, will be canceled.

DCS
Aug 9, 2023
323 a.c.
8/8/2023
SS

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 7/01/2023, and shall terminate on 7/28/2023. There shall be no extension of the term of the agreement without express written consent from all parties. SS
\$325.00 student, Not to exceed \$93,600.00. Checks \$104,975.00 a.c. 8/6/2023
Aug 9, 2023

4. Payment. District agrees to pay Contractor at following rate of \$325.00 per student, Not to exceed \$93,600.00. 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 JCS

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. SS

d. Supplies \$0 As negotiated with school/department contracting for service.

e. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): \$93,600.00 \$104,975.00 a.c. 8/6/2023

f. Other \$0 Aug 9, 2023

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.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 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 JCS District's initials SS

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@fresounified.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 ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, 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 Indemnitees, 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 Indemnitees, 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 Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, 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 certify 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 JES 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

Contractor: California Arts Academy

Name: Daniel Chavez, Jr.

Address:

4750 North Blackstone Avenue
Fresno, CA 93726

o: 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 Office




FRESNO UNIFIED SCHOOL DISTRICT (2019, 2021 08-08 F07)

Jun 6, 2023

Date

CONTRACTOR

California Arts Academy

 
FRESNO UNIFIED SCHOOL DISTRICT (2019, 2021 08-08 F07)

Name: Daniel Chavez Jr. , Title: Arlindo Director/General

Apr 24, 2023

Aug 30, 2023

Date

Risk Management
Approved As To Form:
Stacey Sandoval, Executive Director



5/5/2023

Date



Aug 31, 2023

Signature: 

Email: dchavez.caa@gmail.com

FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31672

Vendor Number

Andrea Torres

Vendor Name

559-558-7661

Phone Number

5085 N. Wishon Ave. Apt. 17 Fresno, CA 93704

Address

Andrea Torres

Vendor Contact

From: 10/3/2022

Term (Duration)

FUSD Contract Administrator:

Jeremy Ward

Name

Through: 6/30/2023

Extended Learning / CCR

559-248-7460

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1110-4000-5899

Annual Cost \$ 117,797.07

(Contract will not be authorized to exceed this amount w/

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:

The need to amend the 2022/23 agreement with Andrea Torres is because vendor provided additional work for Extended Learning After School Program.

Original amount \$110,000.00

Increased amount \$7,797.07

Total new amount \$117,797.07

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: 9/27/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

M. B. [Signature]
Signed

8/23/2023

Date

Reviewed & approved by Risk Management

[Signature]
Signed

Aug 31, 2023

Date

Reviewed & approved by Department Head

[Signature]
Signed

8/18/23

Date

Please return signed agreement back to (name/email): mariadelrosar.penalopez@fresnounified.or



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

Andrea Torres
Vendor Name
559-558-7661
Phone Number

5085 N. Wishon Ave. Apt. 17 Fresno, Ca 93704
Address
Andrea Torres
Vendor Contact

From: 10/3/2022
Term (Duration)

Through: 6/30/2023

FUSD Contract Administrator:
Valerie Rivas Martinez
Name

Extended Learning (559) 248-7539
Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1981-5899

Annual Cost ^{SS} ~~\$110,000.00~~ **\$117,797.07** ^{8/3/2023} (Contract will not be authorized to exceed this amount w/c)

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:

Andrea Torres will provide 20 weeks of after school mural arts at 20 school sites, one per week for 10 - 12 students, during the 2022-2023 school year. Students will participate in painting a mural on their campus with the design and location approved by the school Administration and Facilities. The cost of each mural includes the purchase of paint and supplies. Additionally, Andrea Torres will be responsible for touch-ups and up-keep of each mural. At the end of each month, Andrea Torres will provide an executive summary 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: ^{Aug 9, 2023} ~~11/17/21~~ **11/13/2023** Will this contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer: [Signature] ^{Aug 9, 2023} **Sep 13, 2022**
Signed Date

Reviewed & approved by Risk Management, or Exec. Dir. of Purchasing: [Signature] ^{Aug 9, 2023} **Sep 13, 2022**
Signed Date

Please return signed contract to:
Alexis Villarreal ^{a.c.} **Anna Cha** ^{8/12/2023} Extended Learning
Name Department



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-5899

District Contact Person: Valerie Rivas Martinez

Budget Manager Approval: Andrea Torres

Contractor's Vendor Name: Andrea Torres

Contractor's Contact Person: Andrea Torres

Contractor's Title: Owner

Contractor's Telephone
Number: 559-558-7661

Contractor's E-mail: andreeatea@gmail.com

Contractor's Address: 5085 N. Wishon Ave. Apt. 17 Fresno, Ca 93704

This Independent Contractor Services Agreement is made and entered into effective 10/3/2022 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor"), Andrea Torres

1. Contractor Services. Contractor agrees to provide

Andrea Torres will provide 20 weeks of after school mural arts at 20 school sites, one per week for 10 - 12 students, during the 2022-2023 school year. Students will participate in painting a mural on their campus with the design and location approved by the school Administration and Facilities. The cost of each mural includes the purchase of paint and supplies. Additionally, Andrea Torres will be responsible for touch-ups and up-keep of each mural. At the end of each month, Andrea Torres will provide 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 10/3/2022, 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. SS Aug 9, 2023

4. **Payment.** District agrees to pay Contractor at following rate of \$5,500.00 per mural, Not to exceed \$110,000. Check #117,797.07 will be made payable to Andrea Torres. 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. A.C. 8/3/2023

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

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): 110000 A.C. 8/3/2023

f. Other 0

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.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 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 AT

District's initials AT

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.
- a. 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 AF

District's initials At

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

Contractor: Andrea Torres

Name: Andrea Torres

Address:

5085 N. Wishon Ave. Apt. 17
Fresno, CA 93704

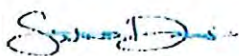
c: Risk Management Fresno
Unified School District 2309
Tulare Street
Fresno, CA 93721

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



Santino Dauts, Chief Financial Officer

Sep 22, 2022

Date

CONTRACTOR

Andrea Torres

Signature: 
Email: andreatea@gmail.com

Andrea Torres (Sep 7, 2022 14:38 PDT)
Name: Andrea Torres

Title: Owner

Sep 7, 2022

Date

Approved As To Form:


AAE form (Sep 13, 2021 11:48 PDT)

Risk Management or Purchasing

Sep 13, 2022

Date



Aug 31, 2023

Fresno Unified School District
Board Agenda Item

Board Meeting Date: November 17, 2021

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 Award of Request for Qualifications 22-09, Extended Learning Enrichment Services

ITEM DESCRIPTION: It is recommended the Board approve Request for Qualifications (RFQ) 22-09, to provide a pool of qualified vendors to provide enrichment services outside of the regular school day. The RFQ establishes a list of prequalified vendors that may be used for enrichment services needed throughout the year. The term is one year with four one-year renewal options.

RFQ notifications were sent to 55 vendors on September 07, 2021, and the district received 19 responses. Based on evaluation by a panel comprised of Extended Learning staff and teachers on factors including experience servicing school districts, expertise of staff, types of services offered, and pricing, approval of the following vendors is recommended:

- o Adventure Education Solutions (Sanger, CA)
- o Assist Academy (Sacramento, CA)
- o California Teaching Fellows Foundation (Fresno, CA)
- o Every Neighborhood Partnership (Fresno, CA)
- o Fresno Chaffee Zoo (Fresno, CA)
- o Grid Alternatives (Fresno, CA)
- o GrowthPoint Technologies, Inc. (Fresno, CA)
- o J & D Mind Builders, Inc. dba Bricks4Kidz (Clovis, CA)
- o Junior Achievement of Northern California (Fresno, CA)
- o New Vision Aviation, Inc. (Fresno, CA)
- o San Joaquin River Parkway and Conservation Trust, Inc. (Fresno, CA)
- o SSB Sales & Marketing, LLC. dba Drone Legends (Marlton, NJ)
- o Sustainable Parks and Recreation Community Initiative (Fresno, CA)
- o StudentNest, Inc. (Fresno, CA)
- o WorkEd, Inc. (Seattle, WA)

Purchase orders for services will be presented to the Board for ratification on monthly reports. The RFQ, responses and scoring matrix are available for review in the Purchasing Department.

FINANCIAL SUMMARY: Funding is available through the Expanding Learning Opportunities Grant.

PREPARED BY: Jeremy Ward, Asst. Supt.
Ann Looz, Executive Director

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

CABINET APPROVAL: Kim Mecum,
Chief Academic Officer

SUPERINTENDENT APPROVAL:







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Valerie P. Davis
Claudia Cueares
Major Terry Slatfo USMC (Retired)
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Andy Lovino

SUPERINTENDENT

Robert G. Nelson, Ed.D.

Purchasing Services
Ann Looz, Executive Director
4400 N. Brawley Ave. Fresno, CA 93722
Ph. (559) 457-3588 Fax (559) 487-6040

August 22, 2022

Sent Via E-mail: andreeatea@gmail.com

Ms. Andrea Torres
Andrea Torres
5085 N. Wishon Ave. Apt. 17
Fresno, CA 93704

Regarding: **RFQ Annual Renewal**
Subject: **RFQ No. 22-09, Extended Learning Enrichment Services**

Dear Ms. Torres:

The above referenced RFQ has a contract term of one year from date of award by the Board of Education. It is due to expire on November 17, 2022. Per the contract Terms and Conditions, the Bid may be extended, with mutual consent of both parties, for an additional four (4) one-year increments.

Fresno Unified School District desires to align the contract renewal term with our fiscal year calendar of July 2022 through June 2023 and to extend RFQ No. 22-09, Extended Learning Enrichment Services, for one (1) additional year, through June 30, 2023. If Andrea Torres is in agreement with the one year renewal of RFQ 22-09, please indicate your acceptance on page 2 of this letter.

This extension will be effective on July 1, 2022 with terms and conditions remaining the same.

We appreciate your continued support and look forward to working with you again.

Sincerely,

Ann Looz
Executive Director of Purchasing

c: P. Idsvoog, Jeremy Ward, Connie Cha, M. Moun, Bid File



Fresno Unified School District

Achieving our Greatest Potential!

Purchasing Services

Ann Loorz, Executive Director
4408 N. Brawley Ave. Fresno, CA 93722
Ph. (559) 467-3500 Fax (559) 467-6040

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SUPERINTENDENT

Robert G. Nelson, Ed.D.

Mrs. Ann Loorz
Fresno Unified School District
4498 N. Brawley
Fresno, CA 93722

Regarding: RFQ Annual Renewal Signed Acceptance
Subject: RFQ No. 22-09, Extended Learning Enrichment Services

Dear Mrs. Loorz:

Andrea Torres agrees to extend the above referenced contract, in accordance with current terms and conditions, as attested to by the following signature:



Signature

Independent contractor

Title

08/24/2022

Date

Signature: 
 Andrea Torres (Aug 9, 2023 18:06 EDT)

Email: andreeatea@gmail.com



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SUPERINTENDENT

Robert G. Nelson, Ed.D.

Amendment

August 22, 2023

RE: Amended Independent Contract Services Agreement with Moreno Institute LLC

SUMMARY: Moreno Institute LLC provided more staff than planned for 2022/23 After School Program to support the expansion of the After School Program.

AMENDMENT:

This amendment is made to the agreement *between Fresno Unified School District Extended Learning Department and Moreno Institute LLC dated from 8/1/2022 – 6/30/2023 for a total contracted amount of \$4,233,696*, previously amended and approved by Fresno Unified Board of Education 12/14/2022.

It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Annual Cost – Increase from previously executed agreement of \$4,233,696 to \$4,627,756 effective 09/27/2023.

Item # 4 Payment – Update rate and contract amount to reflect “...rate of \$4,627,756 per contract. Not to exceed \$4,627,756” effective 09/27/2023.

Item # 5.f. Total Estimated Cost – Update amount to \$4,627,756 effective 09/27/2023.

FINANCIAL SUMMARY: The Independent Contract Agreement will increase by \$394,060, which brings the new contract total to \$4,627,756. Sufficient funds in the amount of \$4,627,756 are available through the Expanded Learning Opportunities Program.



BOARD OF EDUCATION

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Keshia Thomas
Andy Levine

SUPERINTENDENT

Robert G. Nelson, Ed.D.


Aug 24, 2023


Reviewed & Approved by **Cabinet Level Officer** 8/23/2023
Date


Reviewed & Approved by **Executive Director, Risk Management** Aug 31, 2023
Date

Reviewed & Approved by **Chief Financial Officer** **Date**


Reviewed & Approved by **Contractor** Aug 24, 2023
Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31247

Vendor Number

Moreno Institute LLC/Raul Z Moreno

1625 E. Shaw Ave. Suite 137, Fresno, CA 93710

Vendor Name

Address

559-269-2642

Raul Z. Moreno

Phone Number

Vendor Contact

From: 8/1/2022

Through: 6/30/2023

Term (Duration)

FUSD Contract Administrator:

Extended Learning / CCR

559-248-7460

Jeremy Ward

Name

Site/ Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 060-2600-0790-1110-4000-5899

Annual Cost \$ 4,627,756.00 (Contract will not be authorized to exceed this amount w/

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:

The need to amend the 2022/23 agreement with Moreno Institute LLC is because vendor provided more staff to support the After School Program expansion to decrease the waitlist for Fresno Unified School District students.

Original amount \$4,233,696.00

Increased amount \$394,060.00

Total new amount \$4,627,756.00

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: 09/27/23 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:

M. B. Pen
Signed

8/23/2023
Date

Reviewed & approved by Risk Management

Stacey H. S.
Signed

Aug 31, 2023
Date

Reviewed & approved by Department Head

[Signature]
Signed

8/28/23
Date

Please return signed agreement back to (name/email) : mariadelrosar.penalopez@fresnounified.or



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Moreno Institute LLC</u>	<u>1625 B, Shaw Ave. Suite 137 Fresno, CA 93710</u>
<u>Vendor Name</u>	<u>Address</u>
<u>559-269-2642</u>	<u>Raul Z. Moreno</u>
<u>Phone Number</u>	<u>Vendor Contact</u>
<u>From: August 1, 2022</u>	<u>Through: June 30, 2023</u>
<u>Term (Duration)</u>	
<u>FUSD Contract Administrator:</u>	<u>Extended Learning</u>
<u>Valerio Rivas Martinez</u>	<u>(559)248-7539</u>
<u>Name</u>	<u>Site/ Dept</u>
<u>Nov 2, 2022</u>	<u>Telephone number</u>
<u>Budget (Fund-Unit-Dept-Activity-Object) P7</u>	<u>060-2600-0790-1981-5899</u>
<u>Dec 20, 2022</u>	

Handwritten notes in red and blue ink: "4,617,756", "51,000,000", "10/11/22", "11/17/22", "12/14/2022", "11/17/22", "10/11/22", "11/17/22", "12/20/2022".

Annual Cost 5,139,696 (Contract will not be authorized to exceed this amount w/o DOB approval)

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

Yes No

Scope of Work Summary:

Moreno Institute LLC agrees to provide daily after school program support for four hours per day at a total of 35 elementary sites for 60 students per site. Program services will include specific duties that will be assigned to the after school Support Professionals by Extended Learning. Daily duties include but are not limited to: supervision of students' daily arrival and departure, academic support for designated classes, small group STEM instruction, supervision of recess, snacks, and other outside activities. At the end of each month, Moreno Institute LLC will submit an executive summary and an invoice that contains services provided.

Moreno Institute LLC also agrees to provide a College and Career enrichment program for seven Saturdays (three in the Fall & four in the Spring) during the 2022-2023 school year. Each Saturday the program will run for four hours and serve 40 students, grades K - 6, for a total of 280 students. This program will include college campus tours, hands-on career education activities relevant to the topics for each Saturday, college admissions/program requirements presentations, financial aid presentations, and a career photo booth that will give each participant a photo of themselves dressed in their future career. After each Saturday program, Moreno Institute LLC will submit an executive summary and an invoice that contains services provided.

Date Item is to appear on Board of Education Agenda: 11/17/22 Agenda Item # 11/17/22 (Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officers: [Signature] Aug 1, 2022

Reviewed & approved by Executive Director, Risk Management: [Signature] 08/02/2022

Please return signed contract to: Alexis Villares acc. 8/18/2022
Name Amy. Cha@fresnounified.org Department Extended Learning



Fresno Unified School District Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-2600-0790-1981-5899
 District Contact Person: Valerio Rivas 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 B. Shaw Ave. Suite 137 Fresno, CA 93710
 Contractor's Taxpayer ID# or SSN#: 45-4015506

This Independent Contractor Services Agreement is made and entered into effective 08/01/22 (the "Effective Date") by and between the Fresno Unified School District ("District") and ("Contractor").

1. Contractor Services. Contractor agrees to provide ETL

[Signature] Nov 2, 2022
[Signature] Nov 2, 2022
[Signature] Dec 20, 2022

Moreno Institute LLC agrees to provide daily after school program support for four hours per day at a total of 55 elementary sites for 60 students per site. Program services will include specific duties that will be assigned to the after school Support Professionals by Extended Learning. Daily duties include but are not limited to: supervision of students' daily arrival and departure, academic support for designated classes, small group STBM instruction, supervision of recess, snacks, and other outside activities. At the end of each month, Moreno Institute LLC will submit an executive summary and an invoice that contains services provided.

Moreno Institute LLC also agrees to provide a College and Career enrichment program for seven Saturdays (three in the Fall & four in the Spring) during the 2022-2023 school year. Each Saturday the program will run for four hours and serve 40 students, grades K - 6, for a total of 280 students. This program will include college campus tours, hands-on career education activities relevant to the topics for each Saturday, college admissions/program requirements presentations, financial aid presentations, and a career photo booth that will give each participant a photo of themselves dressed in their future career. After each Saturday program, Moreno Institute LLC will submit an executive summary and an invoice that contains 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 08/01/22 , and shall terminate on 06/30/23 ^{Nov 2, 2022} . There shall be no PT extension of the term of the agreement without express written consent from all parties. 44,162,756 a.c. 11/8/2023 ^{Dec 20, 2022}

4. **Payment.** District agrees to pay Contractor at following rate of 322,000 per month . Not to exceed 9,920,000 . Checks will be made payable to Moreno Institute LLC ^{Nov 2, 2022} . 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. PT

5. **Incidental Expenses.** Yes (See below) No, Vendor initial here PT ^{Nov 2, 2022}

- a. Lodging 0.00 Actual cost of single occupancy. Not to exceed \$100 per night. *Receipt Required.
- b. Meals 0.00 Reimbursement limited to actual cost up to the following rates: Breakfast \$12.20, Lunch \$18.30, Dinner \$30.50. *Receipt Required.
- a. Travel 0.00 Actual cost by common carrier. Private car expenses will be reimbursed at the current standard business IRS mileage rate.
- d. Supplies 0.00 As negotiated with school/department contracting for service. ^{Nov 2, 2022}
- a. Total Estimated Cost (Sum of paragraphs 4 and 5a - d): 322,000 ^{Nov 2, 2022}
- f. Other _____ ^{PT}

- 6. **Employment.** Are you a current FUSD employee? ^{Dec 20, 2022} 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.pnsd.org/fresno-unified-fraud-abuse> 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 PT District's initials AL

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 Idsvog, by phone at 559-457-3730, by email at Paul.Idsvog@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.

- a. 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.
- a. 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 ("Indemnitees") free and harmless from any and all claims, demands, negligence (including the active or passive negligence of Indemnitees, 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 Indemnitees, 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 Indemnitees, 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 Indemnitees, in any such suit, action or other legal proceeding. The Contractor shall reimburse Indemnitees, 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's 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.

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 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 AL District's initials AL

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. Sovereignty. 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

Contractor: Moreno Institute LLC

Name: Raul Z. Moreno

Address:
1625 E. Shaw Ave. Suite 137
Fresno, CA 93710

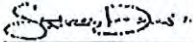
cc: Andrew De La Torre
Benefits & Risk Management
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

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



Santino Dault, Chief Financial Officer

Aug 24, 2022

Date

CONTRACTOR

Moreno Institute LLC



Name: Reul Z. Moreno, Title: Executive Director

July 30, 2022

Date

Approved As To Form:



Ann Lopez (AVS 1, (02/13/20) PDI)

Andrew De La Torre, Executive Director
Benefits and Risk Management

08/02/2022

Date

Signature:


Patrick Jensen (Dec 26, 2022 08 12 PST)

Email: patrick.jensen@fresnounified.org

Signature: 

Email: raulmoreno@moreninstitute.org

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-19

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 projects as follows:

Bid 22-01, Addams Elementary School Building Additions and Modernization, Change Order 10 includes but may not be limited to: long supply chain delay in the fabrication and delivery of electrical switchgear; extended performance cost and add 229 days to contract duration.

Original Contract Amount:	\$	11,654,000
Change Order(s) previously ratified:	\$	646,906
Change Order 10 presented for ratification:	\$	130,725
New Contract Amount:	\$	12,431,631

Bid 22-40, Hoover High School Library Modernization, Change Order 4 includes but may not be limited to: add wood framed soffit; add sheet metal window flashing; add teaching wall monitors; add steel angle column clips; add steel tie plates; credit for interior frosted glass and fire sprinklers; add plaster repair; add framing, window and door size revision; and add 4 days to contract duration.

Original Contract Amount:	\$	5,775,800
Change Order(s) previously ratified:	\$	76,325
Change Order 4 presented for ratification:	\$	63,369
New Contract Amount:	\$	5,915,494

Bid 23-08, Yosemite Middle School Classroom Modernization and Interim Housing, Change Order 2 (Classroom Modernization) includes but may not be limited to: add power and data to teaching wall; add fire alarm and electrical raceway; add and relocate electrical receptacles; credit for floor demo and replacement, storage cabinet, fire alarm, and surface raceway replacement.

Original Contract Amount (Classroom Modernization and Interim Housing)	\$	2,445,000
Original Contract Amount (Classroom Modernization):	\$	2,027,000
Change Order(s) previously ratified:	\$	41,577
Change Order 2 presented for ratification:	\$	- 73,004
New Contract Amount:	\$	1,995,573

Original Contract Amount (Interim Housing):	\$	418,000
Change Order(s) previously ratified:	\$	28,634
Current Contract Amount:	\$	446,634
New Contract Amount (Classroom Modernization and Interim Housing):	\$	2,442,207

Bid 23-15 Section A, Holland and Wishon Elementary Schools Heating, Ventilation, Air Conditioning Energy Management Replacement Project. Change Order 1 includes but may not be limited to: add new water valve actuators; credit for district approved substitution of heat pumps.

Original Contract Amount:	\$	2,343,400
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	- 49,801
New Contract Amount:	\$	2,293,599

Bid 23-15 Section B, Del Mar and Roeding Elementary Schools Heating, Ventilation, Air Conditioning Energy Management Replacement Project. Change Order 1 includes but may not be limited to: add new water valve actuators; credit for district approved substitution of heat pumps.

Original Contract Amount:	\$	2,437,300
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	- 48,548
New Contract Amount:	\$	2,388,752

Bid 23-58 Section A, Exterior Painting at Various Sites, Ayer Elementary School, Change Order 1 includes but may not be limited to: painting of solar canopy steel supports to implement regional colors. Painting of supports was not in original scope.

Original Contract Amount:	\$	98,400
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	8,400
New Contract Amount:	\$	106,800

Bid 23-58 Section C, Exterior Painting at Various Sites, Vinland Elementary School, Change Order 1 includes but may not be limited to: painting of door and window trim throughout campus with trim color; and painting of galvanized basketball steel supports.

Original Contract Amount:	\$	109,000
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	4,800
New Contract Amount:	\$	113,800

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 \$207,294 are available in the Measure M Fund for Bids 22-01, 22-40, and Bid 23-58 Sections A and C, and \$73,004 will be credited to the Measure M Fund for Bid 23-08 and \$98,349 will be credited to the Elementary and Secondary School Emergency Relief III Federal Funds for Bid 23-15.

PREPARED BY: Ann Loorz

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







CHANGE ORDER

PROJECT NAME:

FUSD Addams Elementary Building Additions/Modernization
 2117 W. McKinley Ave.
 Fresno CA 93728

CHANGE ORDER No. :**010**

DSA File No. :

10-48

Application No. :

02-117220

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	\$ 646,905.63
The Contract Sum prior to this Change Order was	\$ 12,300,905.63
The Contract Sum will be adjusted by	\$ 130,724.44
The new Contract Sum, including this Change Order will be	\$ 12,431,630.07
The Contract Completion date prior to this Change Order was	9/19/2023
The Contract Time will be adjusted by	(229) Days
The new Contract Completion date, including this Change Order is therefore	5/5/2024

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

Darden Architects, Inc.
 6790 N. West Avenue
 Fresno, CA 93711

ARCHITECT/ENGINEER:

By: Tony Avila

Date: 08/28/2023

Accepted by:

AMG & Associates
 26535 Summit Circle
 Santa Clarita, CA 91350

CONTRACTOR:

Anthony R. Traverso Digitally signed by Anthony R. Traverso
Date: 2023.08.28 08:48:35 -07'00'

By: Anthony Traveso

Date: _____

Authorized by:

Fresno Unified School District
 4600 N. Brawley
 Fresno, CA 93722

OWNER:

By: Alex Belanger

Date: 8/28/23

You are directed to make the following changes in this Contract:

Item 10-1

DESCRIPTION OF CHANGE:

The contract duration was extended due to pandemic related supply chain delays which effected the fabrication and procurement of the electrical switchgear. Without new switchgear in place, interior finishes could not be installed due to manufacturer climate control warranty requirements.

REASON FOR CHANGE:

The project encountered an extremely long supply chain delay in the fabrication and delivery of the specified electrical switchgear. This delay was caused by the COVID-19 pandemic, therefore extending the project completion 229 days.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

COIR45, COR061

Amount of this Change Order Item:

Increase \$130,724.44

Time adjustment by this Change Order Item:

Increase 229 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$130,724.44
INCREASE 229 DAYS



Project Financial Summary

Facilities Management & Planning

Project Name: Addams Elementary Building additions

Date: 07/27/23

Contractor: AMG & Assoc.

DSA #: Interim 02-118888 02-117220

Architect: Darden Architect

BID #: 22-01

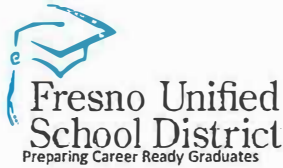
Change Order: # 009

Contract Summary:

Bid Award Amount(s)			
Base Bid:	\$ 11,297,060.00	PO # 743100 M108	\$ 11,654,000.00
Base Bid: interim	\$ 356,940.00	PO # 743100 M102	\$ -
Additive Alternate 1:			\$ -
Additive Alternate 2:			\$ -
Additive Alternate 3:			\$ -
Additive Alternate 4:			\$ -
Total Agreement Amount:			\$ 11,654,000.00

Contract Adjustments:

Total Contract Amount											\$ 11,654,000.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>					
Main CO #001	\$ (26,557.82)	\$ 14,079.96	\$ 3,746.60	\$ 996.31	\$ -	\$ (7,734.95)					
Main CO #002	\$ 9,581.67	\$ -	\$ 25,232.93	\$ 7,040.00	\$ -	\$ 41,854.60					
Main CO #003	\$ 2,854.50	\$ -	\$ 1,588.83	\$ 11,738.40	\$ -	\$ 16,181.73					
Main CO 004	\$ -	\$ -	\$ 4,512.20	\$ 8,507.26	\$ -	\$ 13,019.46					
Main CO 005	\$ -	\$ -	\$ -	\$ 6,316.61	\$ -	\$ 6,316.61					
Main CO 006	\$ -	\$ -	\$ 14,144.90	\$ 18,817.83	\$ 1,577.70	\$ 34,540.43					
Main CO 007	\$ 1,113.20	\$ -	\$ 23,435.60	\$ 29,691.48	\$ -	\$ 54,240.28					
Main CO 008	\$ -	\$ -	\$ -	\$ 33,198.35	\$ -	\$ 33,198.35					
Main CO 009	\$ 435,747.96	\$ -	\$ -	\$ 19,541.16	\$ -	\$ 455,289.12					
Main CO 010	\$ -	\$ -	\$ 130,724.44	\$ -	\$ -	\$ 130,724.44					
Possible Exposure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Totals:	\$ 422,739.51	4% \$ 14,079.96	0% \$ 203,385.50	2% \$ 135,847.40	1% \$ 1,577.70	0% \$ 777,630.07	\$ 777,630.07	6.7%			\$ 12,431,630.07
Total Contract Amount with Adjustments											\$ 12,431,630.07



Change Order

PROJECT NAME:
 FUSD Hoover H.S. Library Modernization
 5550 N First St.
 Fresno, CA 93710

CHANGE ORDER No. :	04
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.	22-4 0
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	\$5,775,800.00
Net change by previously authorized Change Orders	\$76,324.70
The Contract Sum prior to this Change Order was.....	\$5,852,124.70
The Contract Sum will be adjusted by.....	\$63,368.56
The new Contract Sum including this Change Order will be.....	\$5,915,493.26
The Contract Completion date prior to this Change Order was	8/2/2023
The Contract Time will be adjusted by.....	4 Calendar Days
The new Contract Completion date, including this Change Order is therefore	8/06/2023

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

Accepted by:
 Marko Construction Group Inc
 3675 E. Jensen Ave.
 Fresno CA 93725-

Authorized by:
 Fresno Unified School District
 2309 Tulare Street
 Fresno CA 93721-

DESIGNER:

CONTRACTOR:

OWNER:

By:
 Date: 08.24.23

By:
 Date: 8.24.23

By: Alex Belanger, Assoc. Sup.
 Date: 8/24/23



Change Order

FUSD Hoover H.S. Library Modernization
 CHANGE ORDER NO.: 04
 DATE
 Project No.: 1673.2

You are directed to make the following changes in this Contract:

- Item 04 - 1 **DESCRIPTION OF CHANGE:**
 Wood-framed soffit in place of existing CMU soffit over new window opening at the West wall of the Library.
- REASON FOR CHANGE:**
 DSA Field Trip Notes required additional steel connections of the steel framework to the existing wood-framed soffit.
- CHANGE CATAGORY:**
 Governing agency required change after document approval
- DOCUMENT REFERENCE:**
 RFI 151 COR 38
- | | | |
|--|-----------|------------|
| Amount of this Change Order Item: | INCREASE | \$5,192.72 |
| Time adjustment by this Change Order Item: | UNCHANGED | 0 |
-
- Item 04 - 2 **DESCRIPTION OF CHANGE:**
 Sheet metal around windows and columns at the east & west windows of the Library.
- REASON FOR CHANGE:**
 New sheet metal flashing around windows and columns that was not included in the Contract Documents, to accommodate the installation of the new windows.
- CHANGE CATAGORY:**
 Designer E & O.
- DOCUMENT REFERENCE:**
 RFI 14 COR 15
- | | | |
|--|----------|-------------|
| Amount of this Change Order Item: | INCREASE | \$13,386.00 |
| Time adjustment by this Change Order Item: | INCREASE | 4 |
-
- Item 04 - 3 **DESCRIPTION OF CHANGE:**
 Contractor to purchase six 65-inch Monitors.
- REASON FOR CHANGE:**
 The Contract Documents included 85-inch monitors, which were too large to visually function in six areas of the Library.
- CHANGE CATAGORY:**
 Designer E & O.
- DOCUMENT REFERENCE:**
 COR 31 RFP 08
- | | | |
|--|-----------|-------------|
| Amount of this Change Order Item: | INCREASE | \$17,031.54 |
| Time adjustment by this Change Order Item: | UNCHANGED | 0 |

You are directed to make the following changes in this Contract:

Item 04 - 4

DESCRIPTION OF CHANGE:

Add steel angle clips to the new structural columns that connect to the existing CMU wall.

REASON FOR CHANGE:

The project documents did not include the required structural steel angle clips to connect the new structural steel columns to the existing CMU wall.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 2 COR 33

Amount of this Change Order Item:	INCREASE	\$3,005.37
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 5

DESCRIPTION OF CHANGE:

New Steel Tie Plates to connect the new structural steel beams to the existing structural steel columns.

REASON FOR CHANGE:

DSA Field Trip Inspection Notes required additional connection from new structural steel beam to the existing steel columns.

CHANGE CATEGORY:

Governing agency required change after document approval

DOCUMENT REFERENCE:

COR 3 CCD 15

Amount of this Change Order Item:	INCREASE	\$3,391.67
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 6

DESCRIPTION OF CHANGE:

Labor Credit for exterior fire sprinklers at East side exterior covered walkway overhang.

REASON FOR CHANGE:

In the course of fire sprinkler installation, it was deemed that exterior fire sprinklers at the East side exterior covered walkway overhang were not required.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

RFP 0 OTP 2

Amount of this Change Order Item:	DECREASE	(\$1,802.00)
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 7

DESCRIPTION OF CHANGE:

Omit Frosted Overlay to all glazing at Library offices.

REASON FOR CHANGE:

District requested removal of frosted glass overlay to accommodate line of sight into the Library offices.

CHANGE CATEGORY:

District Requested change.

DOCUMENT REFERENCE:

OTP 2 COR 35

Amount of this Change Order Item:	DECREASE	(\$2,660.84)
Time adjustment by this Change Order Item:	UNCHANGED	0

You are directed to make the following changes in this Contract:

Item 04 - 8

DESCRIPTION OF CHANGE:

Lath & plaster repair at the north and east walls of the Library.

REASON FOR CHANGE:

In the course of demolition, it was discovered that repairs to the existing plaster at eave vents were necessary.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

OTP 2 COR 36

Amount of this Change Order Item:	INCREASE	\$7,857.30
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 9

DESCRIPTION OF CHANGE:

Add new framing, window and door size revision at the South side of the Library.

REASON FOR CHANGE:

Existing window framing system is incompatible with new glazing and steel framing.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

SI 19

Amount of this Change Order Item:	INCREASE	\$17,966.80
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$63,368.56
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	4 Days

***** End of CHANGE ORDER *****

04

Change Order Item Detail



Project Financial Summary

Facilities Management & Planning

Project Name: Hoover HS - Library Mod

Date: 8/24/23

Contractor: Marko Construction Group, Inc.

DSA #: 02-118466

Architect: Darden

BID #: 22-40

Change Order: 4

Contract Summary:

Bid Award Amount(s)		
Base Bid:		\$ 5,775,800.00
Additive Alternate 1:	N/A	\$ -
Additive Alternate 2:	N/A	\$ -
Additive Alternate 3:	N/A	\$ -
Additive Alternate 4:	N/A	\$ -
Total Agreement Amount:		\$ 5,775,800.00

Contract Adjustments:

Total Contract Amount								\$ 5,775,800.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>		
CO #001	\$ -	\$ -	\$ 33,830.39	\$ 3,005.44	\$ -	\$ 36,835.83		
CO #002	\$ (73,210.06)	\$ -	\$ 1,589.50	\$ -	\$ -	\$ (71,620.56)		
CO #003	\$ 4,419.20	\$ -	\$ 35,398.22	\$ 71,292.01	\$ -	\$ 111,109.43		
CO #004	\$ (2,660.84)	\$ 8,584.39	\$ 24,022.10	\$ 33,422.91	\$ -	\$ 63,368.56		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ (71,451.70) -1.2%	\$ 8,584.39 0.1%	\$ 94,840.21 1.6%	\$ 107,720.36 1.9%	\$ - 0.0%	\$ 139,693.26 2.4%		
Total Contract Amount with Adjustments							\$ 5,915,493.26	



CHANGE ORDER

PROJECT NAME:
Yosemite MS Modernization
1292 N. Ninth St.
Fresno, CA 00000

CHANGE ORDER No. :	002
DSA File No.:	10-H8
Application No.:	02-118671

CONTRACTOR:
BVI Construction Inc.
5111E. Dakpta Ave. Suite 120
Fresno, CA 93727

DESIGNER'S PROJECT No. :	1904
FUSD BID/CONTRACT No. :	2308
CONTRACTOR P.O. No. :	769372 A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$ 2,027,000.00
Net change by previously authorized Change Orders	\$ 41,577.14
The Contract Sum prior to this Change Order was	\$ 2,068,577.14
The Contract Sum will be adjusted by	\$ (73,003.50)
The new Contract Sum, including this Change Order will be	\$ 1,995,573.64
The Contract Completion date prior to this Change Order was	9/5/2023
The Contract Time will be adjusted by	0
The new Contract Completion date, including this Change Order is therefore	9/5/2023

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:

TAM Architects
6781 N. Palm Ave.
Fresno, CA 93704

ARCHITECT/ENGINEER:



By: Jared Ramirez

Date: 7/17/23

Accepted by:

BVI Construction Inc.
5111 E. Dakota Ave. Suite 120
Fresno, CA 93727

CONTRACTOR:

 - CEO

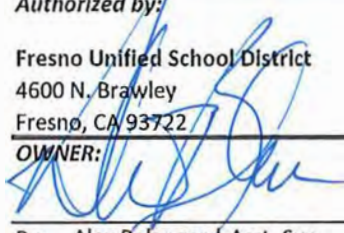
By: Ken Grey

Date: 7/31/2023

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:



By: Alex Belanger | Asst. Sup.

Date: 8/28/23

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:

Added conduit, power, and, data to teaching wall in (8) classrooms C1-C4 and D1-D4.

REASON FOR CHANGE:

Project documents did not include provisions for power and data to the classroom teaching walls.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

ASI 4.1

Amount of this Change Order Item:

Increase \$ 42,579.41

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-2

DESCRIPTION OF CHANGE:

Labor and materials for added 3/4" fire alarm conduit in Unit 3.

REASON FOR CHANGE:

Existing fire alarm cable is free aired and is required to be in conduit.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 19

Amount of this Change Order Item:

Increase \$ 8,612.88

Time adjustment by this Change Order Item:

Increase 0 Days

***** End of CHANGE ORDER *****

You are directed to make the following changes in this Contract:

Item 2-3

DESCRIPTION OF CHANGE:

Stepped flooring to remain in the room. There will be a credit for the demolition and new flooring.

REASON FOR CHANGE:

District request to change the occupancy of A-1 from music to computer lab.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI 009

Amount of this Change Order Item:

Decrease \$ (23,966.25)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-4

DESCRIPTION OF CHANGE:

Existing storage cabinet for the band instruments is no longer needed for the computer lab. Credit for new storage cabinet.

REASON FOR CHANGE:

Computer lab (room A-1) doesn't require additional storage.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI 009

Amount of this Change Order Item:

Decrease \$ (4,408.57)

Time adjustment by this Change Order Item:

Increase 0 Days

***** End of CHANGE ORDER *****

You are directed to make the following changes in this Contract:

Item 2-5

DESCRIPTION OF CHANGE:

Labor and materials to relocate a total of (4) existing receptacles located on classrooms C1 and C2 shared wall, and C3 and C4 shared wall.

REASON FOR CHANGE:

Existing receptacles obstruct pipes for new sink and need to be relocated.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 004

Amount of this Change Order Item:

Increase \$ 980.64

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-6

DESCRIPTION OF CHANGE:

Labor and materials to run 2" conduit from unit 7 to unit 4.

REASON FOR CHANGE:

Contract Documents indicate IDF to be located in Unit 4 (Room C-1), existing IDF is located in Unit 7 (Room C-5). Added conduit needed to reach location of existing IDF.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI 27

Amount of this Change Order Item:

Increase \$ 4,709.54

Time adjustment by this Change Order Item:

Increase 0 Days

***** End of CHANGE ORDER *****

You are directed to make the following changes in this Contract:

Item 2-7

DESCRIPTION OF CHANGE:

Materials and labor to float and level sub floor so that carpet could be placed.

REASON FOR CHANGE:

Concrete damage discovered after flooring was removal and had to be repaired

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

OTP 007

Amount of this Change Order Item:

Increase \$ 3,868.58

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-8

DESCRIPTION OF CHANGE:

Provide Labor and materials for added electrical computer circuits in classroom A-1 to support relocation of computer room.

REASON FOR CHANGE:

District request to change computer room location required increase in electrical circuits for computer lab stations.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI 010

Amount of this Change Order Item:

Increase \$ 4,422.89

Time adjustment by this Change Order Item:

Increase 0 Days

***** End of CHANGE ORDER *****

You are directed to make the following changes in this Contract:

Item 2-9

DESCRIPTION OF CHANGE:

Credit to remove fire alarm scope from project. Existing EST system to stay in place.

REASON FOR CHANGE:

The new district standard Potter system is not compatible with the old EST system

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI 011

Amount of this Change Order Item:

Decrease \$ (106,287.70)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-10

DESCRIPTION OF CHANGE:

Due to existing structural columns in the wall . Credit for surface electrical duct replacement not required in classroom A5.

REASON FOR CHANGE:

District request to keep existing surface mount electrical duct due to structural conflicts within existing walls.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI 012

Amount of this Change Order Item:

Decrease \$ (3,514.92)

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

DECREASE \$ (73,003.50)

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 DAYS

***** End of CHANGE ORDER *****



Project Financial Summary

Facilities Management & Planning

Project Name: Yosemite Middle School
DSA #: Interim Housing: 02-120225
DSA #: Classroom Modernization: 02-118671
BID #: 23-08

Date: 28-Jul-23
Contractor: BVI Construction, Inc
Architect: TAM Inc Architects
Change Order: 002

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Interim Housing	\$	418,000.00
Base Bid:	Classroom Modernization	\$	1,648,000.00
Additive Alternate 1:	Music Classroom	\$	92,000.00
Additive Alternate 2:	Confidential Spaces	\$	177,000.00
Additive Alternate 3:	Computer Lab	\$	110,000.00
Classroom Mod with add alt. 1,2,& 3		\$	2,027,000.00
Total Agreement Amount:		\$	2,445,000.00

Contract Adjustments:

Total Contract Amount							\$	2,445,000.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total		
Interim Housing CO #001	\$ 24,233.21	\$ -	\$ -	\$ 4,400.00	\$ -	\$ 28,633.21		
MOD CO #001	\$ 7,244.07	\$ -	\$ 553.30	\$ 33,779.77	\$ -	\$ 41,577.14		
MOD CO #002	\$ (133,754.55)	\$ -	\$ 3,868.58	\$ 56,882.47	\$ -	\$ (73,003.50)		
MOD CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
MOD CO #004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
MOD CO #005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ (102,277.27) -4.2%	\$ - 0.0%	\$ 4,421.88 0.2%	\$ 95,062.24 3.9%	\$ - 0.0%	\$ (2,793.15)	\$ (2,793.15) -0.1%	
Total Contract Amount with Adjustments							\$	2,442,206.85



CHANGE ORDER

PROJECT NAME:
Holland and Wishon ES HVAC Replacement (Section A)

CHANGE ORDER No. :	001
DSA File No. :	NA
Application No. :	NA

CONTRACTOR :
New England Sheet Metal
2731 S Cherry Ave
Fresno, CA 93706

DESIGNER'S PROJECT No. :	1163, 1164
FUSD BID/CONTRACT No. :	23-15
CONTRACTOR P.O. No. :	775373

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

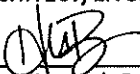
The original Contract Sum was	\$2,343,400.00
Net change by previously authorized Change Orders	\$ -
The Contract Sum prior to this Change Order was	\$ 2,343,400.00
The Contract Sum will be adjusted by	\$ (49,801.00)
The new Contract Sum, including this Change Order will be	\$ 2,293,599.00
The Contract Completion date prior to this Change Order was	18-Aug-23
The Contract Time will be adjusted by	0 Days
The new Contract Completion date, including this Change Order is therefore	18-Aug-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:

NET POSITIVE
1446 Tollhouse Rd, Ste. 102
Clovis, CA 93611

ARCHITECT/ENGINEER:

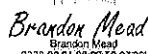

By: Hannah Brigdon PE

Date: 08/18/2023

Accepted by:

NEW ENGLAND SHEET METAL
2731 S Cherry Ave
Fresno, CA 93706

CONTRACTOR:

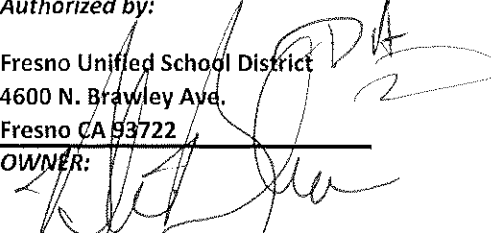

By: Brandon Mead

Date: _____

Authorized by:

Fresno Unified School District
4600 N. Brawley Ave.
Fresno CA 93722

OWNER:


By: Alex Belanger

Date: 8/23/23



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1 Holland ES - Marvair Substitution

DESCRIPTION OF CHANGE:

Refer to the Construction Documents, and provide all labor, materials and equipment to substitute, furnish and install "Marvair" Heat Pump Units in lieu of the "Bard" Heat Pump(s) indicated on the Drawings and in the Project Manual. The resulting credit shall be inclusive of all fabrication, labor, delivery, installation attachment and related differences and revisions to electrical service. All work shall be in accordance with the Contract Documents.

REASON FOR CHANGE:

The Contractor indicated the lead time to furnish the specified "Bard" Heat Pumps was 29 to 31 weeks, but the "Marvair" Heat Pumps could be obtained within 12 to 14 weeks. Since this project is time-sensitive, the Fresno Unified School District accepted the substitution and resulting credit.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 01H

Amount of this Change Order Item:	Decrease \$ (14,198.00)
Time adjustment by this Change Order Item:	Increase 0 Days

Item 1-2 Holland ES - Chilled Water Valve Replacement

DESCRIPTION OF CHANGE:

Refer to Drawing Sheets M330 and SI1-02. Furnish all materials, labor and equipment to incorporate the following. Replace existing pneumatic chilled water valves with new chilled water valves with DDC actuators for integration into campus EMS. Contractor to field verify size of existing chilled water valve and replace in kind. All work shall be installed in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon field review, valves have incurred significant wear and tear. The Owner would like to replace the entire valve assembly (including valve body and actuator) in lieu of replacement of the actuator only as noted on the construction documents.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 02H

Amount of this Change Order Item:	Increase \$ 3,160.00
Time adjustment by this Change Order Item:	Increase 0 Days



CHANGE ORDER

Item 1-3 **Holland ES - Two-way Valve vs Three-way Control Valve Replacement**

DESCRIPTION OF CHANGE:

In lieu of furnishing and installing three-way control valves on all existing HVAC units per the Contract Documents, replace all existing two-way and three-way control valves in kind. All work shall be in accordance with Contract Documents.

REASON FOR CHANGE:

Upon Contractor's field survey, it was discovered that the existing HVAC units utilized either a two-way or a three-way valve configuration. Contractor proposed replacing the control valves in kind for net cost savings in lieu of replacing all existing valves solely with three-way valves.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 03H

Amount of this Change Order Item:	Decrease \$	(3,116.00)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-4 **Wishon ES - Marvair Substitution**

DESCRIPTION OF CHANGE:

Refer to the Construction Documents, and provide all labor, materials and equipment to substitute, furnish and install "Marvair" Heat Pump Units in lieu of the "Bard" Heat Pumps indicated on the Drawings and in the Project Manual. The resulting credit shall be inclusive of all fabrication, labor, delivery, installation attachment and related differences and revisions to electrical service. All work shall be in accordance with the Contract Documents.

REASON FOR CHANGE:

The Contractor indicated the lead time to furnish the specified "Bard" Heat Pumps was 29 to 31 weeks, but the "Marvair" Heat Pumps could be obtained within 12 to 14 weeks. Since this project is time-sensitive, the Fresno Unified School District accepted the substitution and resulting credit.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

Contractor Cost No. 01W

Amount of this Change Order Item:	Decrease \$	(32,977.00)
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-5 **Wishon ES - Two-way Valve vs Three-way Control Valve Replacement**

DESCRIPTION OF CHANGE:

In lieu of furnishing and installing three-way control valves on all existing HVAC units per the Contract Documents, replace all existing two-way and three-way control valves in kind. All work shall be in accordance with Contract Documents.



CHANGE ORDER

REASON FOR CHANGE:

Upon Contractor's field survey, it was discovered that the existing HVAC units utilized either a two-way or a three-way valve configuration. Contractor proposed replacing the control valves in kind for net cost savings in lieu of replacing all existing valves solely with three-way valves.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

Contractor Cost No. 03W

Amount of this Change Order Item:

Decrease \$ (2,670.00)

Time adjustment by this Change Order Item:

Increase 0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

DECREASE \$ (49,801.00)

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 0 Days

*** End of CHANGE ORDER ***



Project Financial Summary

Project Name: Holland and Wishon ES HVAC/EMS Replacement

Date: 08/21/23

Contractor: New England Sheet Metal CO.

DSA #: N/A
BID #: 23-15A

Architect: Net Positive

Change Order: #001

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$ 2,276,700.00
		Base Bid:	\$ -
		Additive Alternate 1:	\$ 40,200.00
		Additive Alternate 2:	\$ 26,500.00
		Additive Alternate 3:	\$ -
		Additive Alternate 4:	\$ -
		Total Agreement Amount:	\$ 2,343,400.00

Contract Adjustments:

Total Contract Amount								\$ 2,343,400.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>		
CO #001	\$ (49,801.00)	\$ -	\$ -	\$ -	\$ -	\$ (49,801.00)		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ (49,801.00) -2%	\$ -	0% \$ -	0% \$ -	0% \$ -	\$ (49,801.00)	\$ (49,801.00) -2.1%	
Total Contract Amount with Adjustments							\$ 2,293,599.00	



CHANGE ORDER

PROJECT NAME:
Roeding and Del Mar ES HVAC Replacement (Section B)

CHANGE ORDER No. : 001

DSA File No. : NA

Application No. : NA

CONTRACTOR :
New England Sheet Metal
2731 S Cherry Ave.
Fresno, CA 93706

DESIGNER'S PROJECT No. : 1165, 1166

FUSD BID/CONTRACT No. : 23-15

CONTRACTOR P.O. No. : 775374

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$2,437,300.00
Net change by previously authorized Change Orders	\$ -
The Contract Sum prior to this Change Order was	\$ 2,437,300.00
The Contract Sum will be adjusted by	\$ (48,548.00)
The new Contract Sum, including this Change Order will be	\$ 2,388,752.00
The Contract Completion date prior to this Change Order was	18-Aug-23
The Contract Time will be adjusted by	0 Days
The new Contract Completion date, including this Change Order is therefore	18-Aug-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:

NET POSITIVE
1446 Tollhouse Rd, Ste. 201
Clovis, CA 93611
ARCHITECT/ENGINEER:

By: Hannah Brigdon PE
Date: 08/18/2023

Accepted by:

NEW ENGLAND SHEET METAL
2731 S Cherry Ave
Fresno, CA 93706
CONTRACTOR:

By: Brandon Mead
Date: _____

Authorized by:

Fresno Unified School District
4600 N. Brawley Ave.
Fresno CA 93722
OWNER:

By: Alex Belanger
Date: 8/23/23



CHANGE ORDER

You are directed to make the following changes in this contract:

Item 1-1 Del Mar ES - Marvair Substitution

DESCRIPTION OF CHANGE:

Refer to the Contract Documents, and provide all labor, materials and equipment to substitute, furnish and install "Marvair" Heat Pump Units in lieu of the "Bard" Heat Pump(s) indicated on the Drawings and in the Project Manual. The resulting credit shall be inclusive of all fabrication, labor, delivery, installation attachment and related differences and revisions to electrical service. All work shall be in accordance with the Contract Documents.

REASON FOR CHANGE:

The Contractor indicated the lead time to furnish the specified "Bard" Heat Pumps was 29 to 31 weeks, but the "Marvair" Heat Pumps could be obtained within 12 to 14 weeks. Since this project is time-sensitive, the Fresno Unified School District accepted the substitution and resulting credit.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 01D

Amount of this Change Order Item:	Decrease \$ (20,303.00)
Time adjustment by this Change Order Item:	Increase 0 Days

Item 1-2 Del Mar ES - Chilled Water Valve Replacement

DESCRIPTION OF CHANGE:

Refer to Drawing Sheets AD3-M340 on Addenda No. 3 and SI1-02. Furnish all materials, labor and equipment to incorporate the following. Replace existing pneumatic chilled water valves with new chilled water valves with DDC actuators for integration into campus EMS. Contractor to field verify size of existing chilled water valve and replace in kind. All work shall be installed in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon field review, valves have incurred significant wear and tear. The Owner would like to replace the entire valve assembly (including valve body and actuator) in lieu of replacement of the actuator only as noted on the construction documents.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 02D

Amount of this Change Order Item:	Increase \$ 2,182.00
Time adjustment by this Change Order Item:	Increase 0 Days



CHANGE ORDER

Item 1-3 Del Mar ES - Two-way Valve vs Three-way Control Valve Replacement

DESCRIPTION OF CHANGE:

In lieu of furnishing and installing three-way control valves on all existing HVAC units per the Contract Documents, replace all existing two-way and three-way control valves in kind. All work shall be in accordance with Contract Documents.

REASON FOR CHANGE:

Upon Contractor's field survey, it was discovered that the existing HVAC units utilized either a two-way or a three-way valve configuration. Contractor proposed replacing the control valves in kind for net cost savings in lieu of replacing all existing valves solely with three-way valves.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 03D

Amount of this Change Order Item:	Decrease	\$	(2,448.00)
Time adjustment by this Change Order Item:	Increase		0 Days

Item 1-4 Roeding ES - Marvair Substitution

DESCRIPTION OF CHANGE:

Refer to the Construction Documents, and provide all labor, materials and equipment to substitute, furnish and install "Marvair" Heat Pump Units in lieu of the "Bard" Heat Pumps indicated on the Drawings and in the Project Manual. The resulting credit shall be inclusive of all fabrication, labor, delivery, installation attachment and related differences and revisions to electrical service. All work shall be in accordance with the Contract Documents.

REASON FOR CHANGE:

The Contractor indicated the lead time to furnish the specified "Bard" Heat Pumps was 29 to 31 weeks, but the "Marvair" Heat Pumps could be obtained within 12 to 14 weeks. Since this project is time-sensitive, the Fresno Unified School District accepted the substitution and resulting credit.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 01R

Amount of this Change Order Item:	Decrease	\$	(27,801.00)
Time adjustment by this Change Order Item:	Increase		0 Days



CHANGE ORDER

Item 1-5 Roeding ES - Chilled Water Valve Replacement

DESCRIPTION OF CHANGE:

Refer to Drawing Sheets AD3-M350 on Addenda 3 and SI1-02. Furnish all materials, labor and equipment to incorporate the following. Replace existing pneumatic chilled water valves with new chilled water valves with DDC actuators for integration into campus EMS. Contractor to field verify size of existing chilled water valve and replace in kind. All work shall be installed in accordance with the Contract Documents.

REASON FOR CHANGE:

Upon field review, valves have incurred significant wear and tear. The Owner would like to replace the entire valve assembly (including valve body and actuator) in lieu of replacement of the actuator only as noted on the construction documents.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 02R

Amount of this Change Order Item:	Increase \$	3,160.00
Time adjustment by this Change Order Item:	Increase	0 Days

Item 1-6 Roeding ES - Two-way Valve vs Three-way Control Valve Replacement

DESCRIPTION OF CHANGE:

In lieu of furnishing and installing three-way control valves on all existing HVAC units per the Contract Documents, replace all existing two-way and three-way control valves in kind. All work shall be in accordance with Contract Documents.

REASON FOR CHANGE:

Upon Contractor's field survey, it was discovered that the existing HVAC units utilized either a two-way or a three-way valve configuration. Contractor proposed replacing the control valves in kind for net cost savings in lieu of replacing all existing valves solely with three-way valves.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

Contractor Cost No. 03R

Amount of this Change Order Item:	Decrease \$	(3,338.00)
Time adjustment by this Change Order Item:	Increase	0 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	DECREASE \$	(48,548.00)
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	0 Days

*** End of CHANGE ORDER ***



Maintenance & Operations

Project Financial Summary

Project Name: Roeding and Del Mar ES HVAC/EMS Replacement

Date: 08/21/23

DSA #: N/A
 BID #: 23-15B

Contractor: New England Sheet Metal CO.
 Architect: Net Positive
 Change Order: #001

Contract Summary:

Bid Award Amount(s)		Base Bid:	\$ 2,366,600.00
		Base Bid:	\$ -
		Additive Alternate 1:	\$ -
		Additive Alternate 2:	\$ -
		Additive Alternate 3:	\$ 27,100.00
		Additive Alternate 4:	\$ 43,600.00
		Total Agreement Amount:	\$ 2,437,300.00

Contract Adjustments:

Total Contract Amount								\$ 2,437,300.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total		
CO #001	\$ (48,548.00)	\$ -	\$ -	\$ -	\$ -	\$ (48,548.00)		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ (48,548.00) -2%	\$ -	0% \$ -	0% \$ -	0% \$ -	0% \$ -	(48,548.00) \$ (48,548.00) -2.0%	
Total Contract Amount with Adjustments								\$ 2,388,752.00



CHANGE ORDER

PROJECT NAME:

Ayer Elementary School
Exterior Paint

CHANGE ORDER No. :**001**

DSA File No.: N/A

Application No.: N/A

CONTRACTOR :

Wm. B. Saleh Co.
1364 N. Jackson Ave.
Fresno, CA 93703

DESIGNER'S PROJECT No.: N/A**FUSD BID/CONTRACT No.:** 23-58A**CONTRACTOR P.O. No.:** 778401

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	98,400.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	98,400.00
The Contract Sum will be adjusted by	\$	8,400.00
The new Contract Sum, including this Change Order will be	\$	106,800.00
The Contract Completion date prior to this Change Order was		10-Aug-2023
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		10-Aug-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:
N/A

By: N/A

Date: _____

Accepted by:

CONTRACTOR:
Wm. B. Saleh Co.


By: Mark D. Saleh

Date: 8/14/23**Authorized by:**

OWNER:
Fresno Unified School District

By: Paul Idsvoog, COO

Date: 8/17/23





CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Painting of solar canopy steel supports.

REASON FOR CHANGE:

Implement regional colors on solar canopy beams and columns. Painting of supports not in original scope of work.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Wm. B. Saleh Co., Proposal dated June 26,2023

Amount of this Change Order Item:

Increase: \$8,400.00

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: \$8,400.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (0) CALENDAR DAYS

***** End of CHANGE ORDER *****

Change Order Item Detail



Project Financial Summary

Maintenance & Operations

Project Name: Ayer Elementary
School Exterior Paint

DSA #: N/A
BID #: 23-58A

Date: 08/14/23
Contractor: Wm. B. Saleh Co.
Architect: N/A
Change Order: 001

Contract Summary:

Bid Award Amount(s)

Base Bid:	\$	98,400.00
Base Bid:	\$	-
Additive Alternate 1:	\$	-
Additive Alternate 2:	\$	-
Additive Alternate 3:	\$	-
Additive Alternate 4:	\$	-
Total Agreement Amount:	\$	98,400.00

Contract Adjustments:

Total Contract Amount										\$	98,400.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>					
CO #001	\$ 8,400.00	\$ -	\$ -	\$ -	\$ -	\$ 8,400.00					
CO #002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Totals:	\$ 8,400.00	9% \$ -	0% \$ -	0% \$ -	0% \$ -	0% \$ 8,400.00	\$	8,400.00	8.5%		
Total Contract Amount with Adjustments										\$	106,800.00



CHANGE ORDER

PROJECT NAME:

Vinland Elementary School
Exterior Paint

CHANGE ORDER No. :**001**

DSA File No.: N/A

Application No.: N/A

CONTRACTOR :

Pacific RIM Painting Co.
7726 N. First St.
Box 409
Fresno, CA 93720

DESIGNER'S PROJECT No.: N/A**FUSD BID/CONTRACT No.:** 23-58C**CONTRACTOR P.O. No.:** 778405

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	109,000.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	109,000.00
The Contract Sum will be adjusted by	\$	4,800.00
The new Contract Sum, including this Change Order will be	\$	113,800.00
The Contract Completion date prior to this Change Order was		25-Aug-2023
The Contract Time will be adjusted by		(0) Calendar Days
The new Contract Completion date, including this Change Order is therefore		25-Aug-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:**Accepted by:****Authorized by:**

ARCHITECT/ENGINEER:
N/A

CONTRACTOR:
Pacific RIM Painting Co.

OWNER:
Fresno Unified School District

By: N/A

By: Spiros Kefallinos

By: Paul Idsvoog, COO

Date: _____

Date: 8/14/2023

Date: 8/17/23



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Painting of door and window trim throughout campus with trim color.

REASON FOR CHANGE:

Previous trim edging was main body color. Changing the trim color resulted in additional cut-in hand painting of all trim.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Pacific RIM Painting Co., Change Order Request August 11, 2023

Amount of this Change Order Item:

Increase: \$4,000.00

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

Item 1-2

DESCRIPTION OF CHANGE:

Painting of galvanized basketball steel supports.

REASON FOR CHANGE:

Galvanized material not included in scope of work. Painting the galvanized material resulted in cleaner appearance and additional protection.

CHANGE CATEGORY:

District Requested Change

DOCUMENT REFERENCE:

Pacific RIM Painting Co., Change Order Request August 11, 2023

Amount of this Change Order Item:

Increase: \$800.00

Time adjustment by this Change Order Item:

Increase: (0) Calendar Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE: \$4,800.00

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE (0) CALENDAR DAYS

***** End of CHANGE ORDER *****

PACIFIC RIM PAINTING CO.

259 W. Sierra Ave., #101

Fresno, CA 93704

(424) 210-2775

pacificrimpaintingco@hotmail.com

License #851649

Change Order Request

8/11/23

Fresno Unified School District

Attn: Kevan Carr

4498 N Brawley Ave

Fresno, CA 93722

Ph. 559-457-3046

Job Location: Vinland Elementary School

DESCRIPTION	TOTAL
Repaint all doors, windows, trim edges Federal Blue. 2 man hours / 20 each = 40 x \$100.00 = \$4,000	\$4,000.00
Paint galvanized basketball brackets 1 man hour / 8 hours x \$100 = \$800	\$800.00

SUBTOTAL

\$4,800.00

Contractor

Pacific Rim Painting Co



Signed by: Spiros Kefallinos

Owner



Project Financial Summary

Maintenance & Operations

Project Name: Vinland Elementary
School Exterior Paint

DSA #: N/A
BID #: 23-58C

Date: 08/14/23
Contractor: Pacific RIM Painting Co.
Architect: N/A
Change Order: 001

Contract Summary:

Bid Award Amount(s)			
	Base Bid:	\$	109,000.00
	Base Bid:	\$	-
	Additive Alternate 1:	\$	-
	Additive Alternate 2:	\$	-
	Additive Alternate 3:	\$	-
	Additive Alternate 4:	\$	-
	Total Agreement Amount:	\$	109,000.00

Contract Adjustments:

Total Contract Amount										\$	109,000.00
Contract Adjustments:	<u>District Requested</u>	<u>Governing agency req'd change post-bid</u>	<u>Unknown, unforeseen, hidden</u>	<u>Designer E & O</u>	<u>District/Designer</u>	<u>Total</u>					
CO #001	\$ 4,800.00	\$ -	\$ -	\$ -	\$ -	\$ 4,800.00					
CO #002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
CO #003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Totals:	\$ 4,800.00	4% \$ -	0% \$ -	0% \$ -	0% \$ -	0% \$ 4,800.00	\$	4,800.00	4.4%		
Total Contract Amount with Adjustments										\$	113,800.00

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM A-20

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 Notices of Completion

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

Bid 23-59A, Exterior Painting at Various Sites, Ayer Elementary School

For Information Only

Original contract amount:	\$ 98,400
Change Order(s) previously ratified:	\$ 8,400
Contract amount:	\$ 106,800

Bid 23-59C, Exterior Painting at Various Sites, Vinland Elementary School

For Information Only

Original contract amount:	\$ 109,000
Change Order(s) previously ratified:	\$ 4,800
Contract amount:	\$ 113,800

Bid 23-59D, Exterior Painting at Various Sites, Storey Elementary School

For Information Only

Original contract amount:	\$ 109,990
Change Order(s) previously ratified:	\$ 0
Contract amount:	\$ 109,990


FINANCIAL SUMMARY: Retention funds are released in accordance with contract terms and California statutes.

PREPARED BY: Ann Loorz

DIVISION: Operational Services
PHONE NUMBER: (559) 457-3134

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

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.





NO FEE REQUIRED

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

2023-0078293

**FRESNO County Recorder
Paul Dictos, CPA**

Wednesday, Aug 23, 2023 03:56:10 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

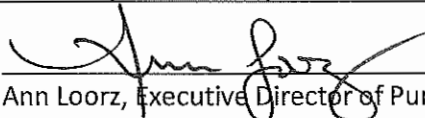
(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **August 10, 2023**
The work done was **Exterior Painting** **Bid No. 23-58A**
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:
WM. B. Saleh Co., 1364 N. Jackson Ave., Fresno, CA 93703 **June 15, 2023**
(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:
Ayer Elementary School 5272 E. Lowe Ave., Fresno, CA 93727 **DSA No.: N/A**

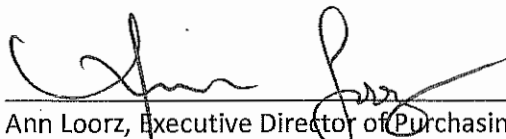
Date: **August 23, 2023**


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 August 23, 2023 at Fresno,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

2023-0078292

**FRESNO County Recorder
Paul Dictos, CPA**

Wednesday, Aug 23, 2023 03:56:10 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

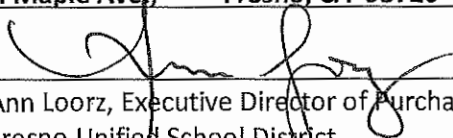
5. A work of improvement on the property hereinafter described was accepted/completed on **August 13, 2023**
The work done was **Exterior Painting** **Bid No. 23-58C**
This determination of acceptance/completion shall not be construed as a waiver of the undersigned owner's rights to enforce any provision 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:
Pacific Rim Painting Co., 259 W. Sierra Ave. #101, Fresno, CA 93704 **June 15, 2023**
(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:

Vinland Elementary School 4666 N. Maple Ave., Fresno, CA 93726 DSA No.: N/A

Date: **August 23, 2023**

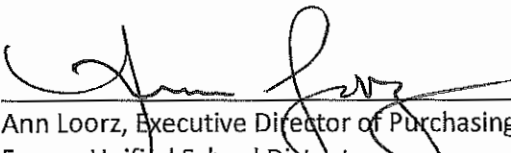


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

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 August 23, 2023 at Fresno,



Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

NO FEE REQUIRED

No Fee for recording in accordance with California Government Code Sections 6103 and 27383

2023-0078294

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, Aug 23, 2023 03:56:10 PM

CONFORMED COPY

Copy of document recorded.
Has not been compared with original.

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

NOTICE OF COMPLETION (AND ACCEPTANCE)

Notice pursuant to Civil Code Section 9204 must be filed within 15 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner if the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is **FRESNO UNIFIED SCHOOL DISTRICT**
3. The full address of the owner is **2309 Tulare Street, Fresno, California 93721**
4. The nature of the interest or estate of the owner is: **IN FEE**

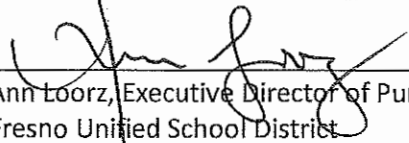
(If other than "In Fee" an insert, for example, "Purchase under contract of Purchase", "or lease")

5. A work of improvement on the property hereinafter described was accepted/completed on **August 11, 2023**
The work done was **Exterior Painting** **Bid No. 23-58D**
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:
H.B. Restoration Inc., 5907 26th St., Rio Linda, CA 95673 **June 15, 2023**
(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:
Storey Elementary School 5250 E. Church Ave., Fresno, CA 93725 **DSA No.: N/A**

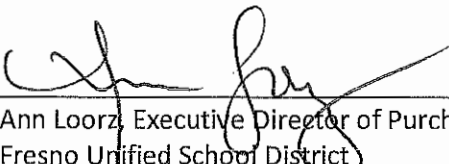
Date: **August 23, 2023**


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

VERIFICATION

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Executed on August 23, 2023 at Fresno,


Ann Loorz, Executive Director of Purchasing
Fresno Unified School District

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM B-21

AGENDA SECTION: B

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

ACTION REQUESTED: Adopt

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

TITLE AND SUBJECT: Hold a Public Hearing and Adopt Resolution in the Matter of Sufficiency of Instructional Materials

ITEM DESCRIPTION: Included in the Board binders is a Resolution in the Matter of Sufficiency of Instructional Materials.

The governing Board of each district is required to hold a public hearing and adopt a resolution stating whether each pupil, including English Learners, has standards-aligned textbooks and instructional materials in these subject areas; English Language Arts, Mathematics, History/Social Science, Health in grades seven through twelve, Foreign Language in grades seven through twelve, and science equipment in grades nine through twelve.

A survey to determine sufficient instructional materials at each school site was administered to all schools (Transitional kindergarten through grade twelve).

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

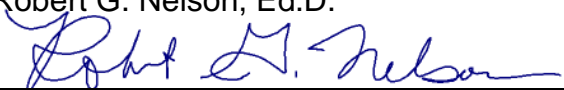
PREPARED BY: Marie Williams

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

CABINET APPROVAL: Natasha Baker, Ed.D.,
Chief Academic Officer

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.







BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

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

**In the Matter of Sufficiency)
of Instructional Materials)
September 2023)**

Resolution 24-17

WHEREAS, the governing board of the Fresno Unified School District, in order to comply with the requirements of *Education Code* Section 60119 held a public hearing on September 27, 2023, at six- thirty o'clock, which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the governing board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the governing board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which web-based and electronic/digital curriculum, textbooks and instructional materials were provided to all students, including English learners, in the district, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has access to web-based and electronic/digital curriculum, a textbook or instructional materials, or combination, to use in class and to take home, and;

WHEREAS, sufficient textbooks and/or instructional materials were provided to each student, including English learners that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History-social science
- English/language arts, including the English language development component of an Adopted program

WHEREAS, sufficient textbooks and/or instructional materials were provided to each pupil in grades 7- 12 enrolled in foreign language and health classes, and;

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

WHEREAS, the District’s use of web-based and electronic/digital curriculum, textbooks and instructional materials requirements is consistent with law as long as students have access to computers or other devices and the Internet in school and at home, and that students with digital textbooks or instructional materials have access to computers or other devices in school and at home; and

WHEREAS, District administration has demonstrated that sufficient digital curriculum, textbooks or instructional material, and internet access equipment are being provided to each student and said materials are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks, in substantial accordance with Education Code section 60119 within the required distance learning context.

NOW, THEREFORE, BE IT FURTHER RESOLVED for the 2023/24 school year, that the Board does hereby provide public notice and has been provided each pupil with sufficient textbooks and/or instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

ADOPTED, September 27, 2023, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Genoveva Islas, Board President

Robert G. Nelson, Ed.D., Superintendent

Fresno Unified School District
Board Agenda Item

Board Meeting Date: September 27, 2023

AGENDA ITEM B-22

AGENDA SECTION: B

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

ACTION REQUESTED: Discuss

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

TITLE AND SUBJECT: Present and Discuss the California Assessment of Student Progress Results, Data Analysis, and Next Steps

ITEM DESCRIPTION: Staff will present the results of the 2022/23 California Assessment of Student Progress (CAASP) results with an analysis for areas of improvement, highlights of bright spots, and goal setting to reach the targets for the 2023/24 school year.

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

PREPARED BY: Misty Her,
Deputy Superintendent

DIVISION: Deputy Superintendent's Office
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

SUPERINTENDENT APPROVAL:
Robert G. Nelson, Ed.D.

