



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

AGENDA
WEDNESDAY, APRIL 24, 2024
***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. Board Policy 5145.12 allows for the use of metal detectors. Items prohibited in the Board of Education Room are as follows: alcohol, illegal drugs, knives, or firearms.

In compliance with the Americans with Disabilities Act, those requiring special assistance to access the Board meeting room, to access written documents for discussion 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 (Government Code Section 54957).
4. Public Employment/Appointment (Government Code Section 54957).
 - a. Principal
 - b. Superintendent
5. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9 (d)(1)).
 - a. Stephen Davis v. Fresno Unified School District, et al; Fresno County Superior Court Case No. 12 CECG03718
 - b. Student v. Fresno Unified School District; Office of Administrative Hearings Case No. 2023120054
6. Conference with Legal Counsel – Anticipated, Pending, Threatened Litigation (Government Code Section 54956.9(d)(2)).
 - a. Jessie Singleton v. Fresno Unified Workers' Compensation Fresno Unified Case No. WC21-0810-6509
 - c. Henry Hernandez v. Fresno Unified Workers' Compensation Fresno Unified Case No. WC18-0726-1267 & WC19-0916-5034

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

PLEDGE OF ALLEGIANCE

Students from Bullard High School will lead the flag salute.

HEAR Reports from the Student Advisory Board

The Board has provided an opportunity to hear comments/reports from Student Advisory Board representatives. 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 457-3713.

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 regular Board Meeting held April 10, 2024. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Carlos Castillo, Ed.D., telephone 457-3471.

A-3, APPROVE Meeting Minutes

Included in the Board binders are draft minutes for the March 20, 2024, 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, ADOPT Resolution 24-53, Proclaiming May 08, 2024, as National School Nurse Day

Included in the Board binders is resolution 24-53, Proclaiming May 08, 2024, as National School Nurse Day. National School Nurse Day is a time to celebrate the nursing profession and the specialty of school nursing while recognizing the unique contributions of our school nurses to the health and well-being of our children. The Superintendent recommends adoption. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-5, APPROVE New Job Description for Fence Erector

Included in the Board binders is the new job description of Fence Erector. This position is responsible for performing a variety of semi-skilled and skilled maintenance, construction and repair work on school grounds, buildings facilities, fencing, equipment, automatic gate operators, and heavy equipment operation. This position is designated Classified, non-exempt, and placed on M-39 of the Fresno Teachers Association Trades Hourly Salary Schedule. This new job description reflects inclusion of language which more specifically identifies duties of a Fence Erector in Maintenance and Operations. The Superintendent recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: David Chavez, telephone 457-3713.

A-6, APPROVE 2023/24 Salary Schedule Revisions - Classified Food Services Hourly Reflecting 8.5% increase, International Association of Machinists and Aerospace Workers Crafts Hourly Reflecting 8.5% increase, and Certificated Substitute Daily Salary Schedule

Included in the Board binders are 2023/24 salary schedule revisions for Classified Food Services Hourly, International Association of Machinists and Aerospace Workers Crafts Hourly and Certificated Substitute Daily Salary Schedules. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the district budget. Contact person: David Chavez, telephone 457-3713.

A-7, APPROVE Agreement with Allied Universal

Included in the Board binders is an agreement with Allied Universal. The Safety and Security Office, in conjunction with the Student Engagement Department, is partnering to purchase four portable weapon detection systems to use at athletic stadiums for games and outdoor graduation ceremonies. The systems will reduce the number of district safety staff needed to conduct hand wand safety checks, be less invasive, expedite visitors into the stadium, and further support safety measures in identifying weapons. Additionally, Safety and Security plans to purchase a fifth weapon detection system for the Education Center. The total cost for all five units is \$229,537. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$229,537 are available in the Safety and Security and Student Engagement Budgets. Contact person: Deputy Superintendent Misty Her, telephone 457-3633.

A-8, APPROVE Agreement with Nancy Akhavan Consulting

Included in the Board binders is an agreement between Nancy Akhavan Consulting and Columbia Elementary School. Seven teachers will receive professional learning and dedicated mentorship, leading to the desired outcome of acquiring knowledge and skills related to the implementation of a comprehensive literacy program at their respective grade levels.

Teachers will engage in professional learning sessions and literacy walk days. The iReady Diagnostic will be used as a formative assessment and running records will be used to determine success. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$25,600 are available in Columbia Elementary School's Title I and Literacy Coaches and Reading Specialist Grant Budgets. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-9, APPROVE Agreement with ProSolve for the 2023/24 Summer Academy

Included in the Board binder's is an agreement with ProSolve to provide QUEST curriculum for the 2023/24 Summer Academy. QUEST course material, supplies, and portal access codes will be available to students attending Summer Academy. QUEST course material, curriculum, and professional development will be available to Fresno Unified teachers to help develop students' social and emotional skills and increase engagement. Ongoing training and support will be provided as needed throughout the Summer Academy. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$652,242 are available in the Expanded Learning Department Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-10, APPROVE Agreement with WestEd

Included in the Board binders is an agreement with WestEd to provide support for affinity space development to build the capacity of White-identifying educators in the pursuit of our district's racial equity efforts. Fresno Unified School District intends to support the establishment of a racial affinity group for White-identifying educators in the service of creating a more equitable community for leaders of color and students of color. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$35,000 are available in the Leadership Development Budget. Contact person: David Chavez, telephone 457-3713.

A-11, APPROVE Amendment to the Agreement with Baltara Enterprises LP

Included in the Board binders is an amendment to the agreement between Fresno Unified and Baltara Enterprises, which provides access to Factory 41 (formerly known as Bitwise) for hosting meetings and training for staff in the Instructional Division. This space fosters collaboration among district staff, promoting communication, teamwork, knowledge sharing, community building, employee engagement, flexibility, and innovation. Since its availability, the space has been consistently utilized, except for four weeks coinciding with staff holidays. The amendment extends the agreement term until June 30, 2025, with a monthly rent of \$8,625. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$120,750 are available in the Chief Academic Office Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-12, APPROVE Amendment to the Agreement with Deborah McCoy

Included in the Board binders is an amendment to the agreement with Deborah McCoy. Deborah McCoy facilitates the hip-hop club at Baird Middle School's after-school program and works with various student groups to create a space for students to support expression, acceptance, and caring.

Ms. McCoy works with 66 Baird Middle School students identified as needing extra support in academics, behavior, and/or mentoring and teaches students how to show their emotions through dance/hip-hop. The Superintendent recommends approval. Fiscal impact: Sufficient funds of \$7,500 are available in the Baird Middle School Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-13, APPROVE Amendment to the Agreement with Guevara Arts and Leadership

Included in the Board binders is an amendment to the agreement with Guevara Arts and Leadership. Guevara Arts and Leadership has been providing four mathematics tutors, who work six hours per day, to support students in grades five through eight at Baird Middle School. Tutors provide push-in support, participate in teacher lesson planning, and provide small group and individualized academic support. The amendment to this agreement will add two after-school tutors to support approximately 220 students in need of additional academic support. Program effectiveness will be measured using grades, iReady results for students in grades five and six, and summative statewide assessment results. The Superintendent recommends approval. Fiscal impact: Sufficient funds of \$14,925 are available in the Baird Middle School Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-14, APPROVE Award of Bid 24-54, Bullard High School Fencing Improvements

Included in the Board binders is information on Bid 24-54, Bullard High School Fencing Improvements. This project is for new ornamental steel picket and chain-link fencing and gates at Bullard High School to improve safety and security for students, staff, and visitors. Staff recommends award to the lowest responsive, responsible bidder: Harris Development Corp., dba HBC Enterprises (Fresno, California) \$2,034,449. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$2,034,449 are available in the Measure M Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-15, APPROVE Award of Bid 24-55, Manchester Elementary School Portable Confidential Space Installation

Included in the Board binders is information on Bid 24-55, Manchester Elementary School Portable Confidential Space Installation. The project will modify an existing portable classroom to create four confidential counseling offices for student support staff. Staff recommends award to the lowest responsive, responsible bidder: Viking Enterprises (Fresno, California) \$ 228,999. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$228,999 are available in the Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-16, APPROVE Award of Bid 24-56, Fresno High School Auxiliary Gym, and Site Improvements

Included in the Board binders is information on Bid 24-56, Fresno High School Auxiliary Gym, and Site Improvements.

The project, as part of an ongoing effort to increase equity of athletic facilities throughout the district, will add a new 15,000 square foot gymnasium building with retractable bleachers which allows a 980-spectator capacity. Staff recommends award to the lowest responsive, responsible bidder: Davis Moreno Construction, Inc. (Fresno, California) \$11,999,471. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$11,999,471 are available in the Measure M and Q Savings Budget. Contact person: Paul Idsvoog, telephone 457-3134.

A-17, APPROVE Award of Bid 24-60, McCardle Elementary School Portables Improvement

Included in the Board binders is information on Bid 24-60, McCardle Elementary School Portables Improvement. This project will provide infrastructure and site improvements to place two new portable buildings. Staff recommends award to the lowest responsive, responsible bidder: Davis Moreno Construction, Inc. (Fresno, California) \$1,072,103. The Superintendent recommends approval. Fiscal impact: Sufficient funds in the amount of \$1,072,103 are available in the Elementary and Secondary School Emergency Relief III Federal Fund. Contact person: Paul Idsvoog, telephone 457-3134.

A-18, APPROVE Rejection of Request for Proposal 24-52, Wi-Fi Equipment for School Bus Connectivity

Included in the Board binders is information on Request for Proposal (RFP) 24-52, Wi-Fi Equipment for School Bus Connectivity to purchase modems, antenna kits, and installation services to provide data connectivity of district school buses to the districts private LTE network. This RFP allows for purchase of equipment and installation services. Staff recommend rejecting all proposals at this time while work takes place to increase student use of the district's existing LTE network. The Superintendent recommends approval. Fiscal impact: Rejection of Request for Proposal 24-52 results in no fiscal impact to the district at this time. Contact person: Tami Lundberg, telephone 457-3868.

A-19, APPROVE Vendor Designation Per Request for Qualifications 22-09S and 22-09S2, Extended Learning Enrichment Services

Included in the Board binders is information on Request for Qualifications (RFQ) 22-09S, Extended Learning Enrichment Services. The Board approved the RFQ on November 17, 2021, and supplemental rounds to add vendors on November 09, 2022, and March 22, 2023, to provide enrichment services outside of the regular school day. The agreement term will be effective upon Board Approval through June 30, 2024, with the option of up to two one-year renewals for a maximum end date of June 30, 2026. The Superintendent recommends approval. Fiscal impact: Sufficient funds are available in the Expanded Learning Opportunity Program and allocated to continue providing Summer and Winter opportunities to students. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-20, APPROVE Proposed Revisions to Board Policies

Included in the Board binders are proposed revisions to four Board Policies (BP) and one Exhibit (E) as follows:

- BP 5141.52 Suicide Prevention
- E 5141.52 Suicide Prevention
- BP 5145.3 Nondiscrimination/Harassment
- BP 6142.7 Physical Education and Activity
- BP 6145 Extracurricular and Cocurricular Activities

These revisions meet the legal mandates recommended by the California Department of Education’s Federal Program Monitoring requirements and best practices. In accordance with Board Bylaw 9311 - Board Policies, the Superintendent is recommending the Board waive the second reading for approval. The Board President recommends approval. Fiscal impact: There is no fiscal impact to the district at this time. Contact person: Ambra O’Connor, telephone 457-3838.

A-21, RATIFY Memorandum of Understanding and Agreement between Fresno Adult School and San Joaquin College of Law

Included in the Board binders is a memorandum of understanding and independent contractor services agreement between Fresno Adult School (FAS) and San Joaquin College of Law (SJCL) to implement the Department of Homeland Security’s Citizenship Instruction and Naturalization Application Services grant. FAS received \$450,000 to provide citizenship instruction and naturalization application services and utilizes the grant funds to provide citizenship classes. As a sub-awardee of the grant, SJCL provides naturalization services for individuals enrolled in FAS. The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$218,070 are available in the Citizenship and Integration Grant Budget. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

A-22, RATIFY Change Orders

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

Bid 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing

Change Order 4 (Multipurpose Building) presented for ratification: \$35,332

Bid 23-48 Section A, Turf Rehabilitation at Various Sites

Change Order 1 presented for ratification: \$14,546

Bid 23-66 Sections A, Heaton and Section B, Webster Elementary Schools
Playground Equipment Replacement

Change Order 2 (Section A, Heaton) presented for ratification: \$5,188

Change Order 2 (Section B, Webster) presented for ratification: \$0

Bid 23-66 Section C, Scandinavian Middle School Playground Equipment
Replacement

Change Order 2 presented for ratification: \$0

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

Change Order 1 presented for ratification: \$30,555

The Superintendent recommends ratification. Fiscal impact: Sufficient funds in the amount of \$65,887 are available in the Measure M Fund for Bids 23-23 and 24-16, \$14,546 is available in the Community Redevelopment Grant for Bid 23-48 and \$5,188 is available in the Inclusive Early Education Expansion Program Grant for Bid 23-66, Sections A-C. Contact person: Paul Idsvoog, telephone 457-3134.

**END OF CONSENT AGENDA
(ROLL CALL VOTE)**

B. CONFERENCE/DISCUSSION AGENDA

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

B-23, PRESENT and DISCUSS Expanding Student-Centered and Real-World Learning Experiences

Included in the Board binders is an update on the collective work of expanding student centered and real-world learning experiences through future aviation and agriculture opportunities and a proposed internship center. The presentation will include information on timelines, milestones, and student outcomes for the programs and associated facilities. The presentation also aligns to Portrait of a Learner work currently moving throughout the district and community and reinforces 21st century skills. Fiscal impact: Not available at this time. Contact person: Natasha Baker, Ed.D., telephone 457-3731.

***6:55 P.M.**

B-24, OPPORTUNITY for Public Disclosure and RATIFICATION of the 2023-2026 Negotiated Successor Tentative Agreement between Fresno Unified School District and Fresno Teachers Association Trades

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

***7:00 P.M.**

B-25, PRESENT and DISCUSS the 2024/25 Strategic Budget Development Phase IV

At the January 25, 2024, Board of Education meeting the 2023/24 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On April 24, 2024, staff and the Board will continue budget development discussions. Fiscal impact: Not available at this time. Contact person: Patrick Jensen, telephone 457-6226.

C. RECEIVE INFORMATION & REPORTS

There are no items for this section of the agenda.

UNSCHEDULED ORAL COMMUNICATIONS

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

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

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

D. ADJOURNMENT

**NEXT SCHEDULED BOARD WORKSHOP
MONDAY, APRIL 29, 2024**

**NEXT SCHEDULED REGULAR MEETING
WEDNESDAY, MAY 08, 2024**

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-1

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

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: Malati Gopal

**DIVISION: Human Resources
PHONE NUMBER: (559) 457-3731**

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

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





Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-3

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Meeting Minutes

ITEM DESCRIPTION: Included in the Board binders are draft minutes for the March 20, 2024, 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.





Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-4

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Adopt

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Adopt Resolution 24-53, Proclaiming May 08, 2024, as National School Nurse Day

ITEM DESCRIPTION: Included in the Board binders is resolution 24-53, Proclaiming May 08, 2024, as National School Nurse Day.

National School Nurse Day is a time to celebrate the nursing profession and the specialty of school nursing. The Board of Education of Fresno Unified School District officially declares May 08, 2024, as National School Nurse Day and recognizes the unique contributions of our school nurses to the health and well-being of our children.

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

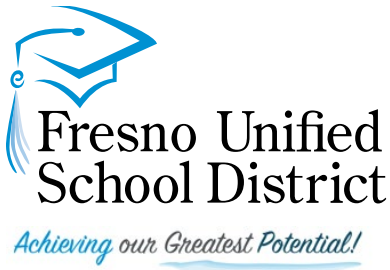
PREPARED BY: Amy Idsvoog,
Executive Officer

DIVISION: Health Services, Safety and
Emergency Response
PHONE NUMBER: (559) 457-3498

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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





BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

BEFORE THE BOARD OF EDUCATION

**OF THE FRESNO UNIFIED SCHOOL DISTRICT OF
FRESNO COUNTY, CALIFORNIA**

**In the matter of Proclaiming May 08, 2024 as
National School Nurse Day**

RESOLUTION 24-53

WHEREAS, in order to achieve their greatest potential, all students have a right to have their health needs safely met while in the school setting; and

WHEREAS, children today face more complex and life-threatening health problems requiring care in school; and

WHEREAS, school nurses have served a critical role in improving public health and in ensuring student’s academic success for more than 100 years; and

WHEREAS, are professional nurses that advance the well-being, academic success, and life-long achievements of all students by serving on the front lines and providing a critical safety net for our nation’s most fragile children; and

WHEREAS, school nurses act as a liaison to the school community, parents and health care providers on behalf of children’s health by promoting wellness and improving health outcomes for our nation’s children; and

WHEREAS, school nurses support the health and educational success of children and youth by providing access to care when children’s cognitive development is at its peak; and

WHEREAS, school nurses understand the link between health and learning and are in a position to make a positive difference for children every day.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of Fresno Unified hereby proclaims May 8, 2024 as “National School Nurse Day” and recognizes the unique contributions of our school nurses to the health and safety of our children and their impact on our total education system.

ADOPTED this 08th day of May 2024

AYES: _____ NOES _____ ABSENT _____

Board President Susan Wittrup

Superintendent Robert G. Nelson, Ed.D.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-5

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve New Job Description for Fence Erector

ITEM DESCRIPTION: Included in the Board binders is the new job description of Fence Erector. This position is responsible for performing a variety of semi-skilled and skilled maintenance, construction and repair work on school grounds, buildings facilities, fencing, equipment, automatic gate operators, and heavy equipment operation. This position is designated Classified, non-exempt, and placed on M-39 of the Fresno Teachers Association Trades Hourly Salary Schedule.

This new job description reflects inclusion of language which more specifically identifies duties of a Fence Erector in Maintenance and Operations.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations

PHONE NUMBER: (559) 457-3713

CABINET APPROVAL: David Chavez,
Chief Human Resources

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



FRESNO UNIFIED SCHOOL DISTRICT
Position Description

TITLE:	Fence Erector	REPORTS TO:	Assigned Supervisor
DEPARTMENT:	Maintenance	CLASSIFICATION:	Classified
FLSA:	Non-Exempt	WORK YEAR:	261 Days
BOARD APPROVAL:		SALARY:	FTA – Trades Hourly Salary Schedule Grade M-39

(Former Classification: Maintenance Worker IV - Fence Erector)

Basic Function:

Under the general direction of an assigned supervisor, perform a variety of semi-skilled and skilled maintenance, construction and repair work on school grounds, buildings facilities, fencing, equipment, automatic gate operators, and heavy equipment operation. To operate power equipment and machinery for the removal of excess soil and refuse, support other departments with installation, construction, maintenance and repair work on school grounds, buildings facilities, and equipment. This position may serve as a lead capacity for other maintenance personnel.

REPRESENTATIVE DUTIES: (Persons employed in this position may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities with this classification, but is intended to accurately reflect the principal job elements.)

Erect and repair metal or chain link fences and fence gates using hand and power tools; lay out fence line, and mark positions for postholes; dig postholes. *E*

Mix concrete by hand or cement mixer; pour around base of post and align. *E*

Excavate, grade, load and remove excess soil and refuse. *E*

Drive a truck or flatbed to transport trash, dirt, building supplies and materials. *E*

Assist other trades in the repair or renovation and special projects of District buildings, facilities and equipment. *E*

Repair wrought iron fences with hand tools or by welding. *E*

Operate and maintain a variety of hand and power tools. *E*

Prepare and maintain routine records. *E*

Provide work direction to other general maintenance personnel as assigned. *E*

Perform related duties as assigned.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: graduation from high school and five years' experience in fencing and gate installation, equipment operation, maintenance and repair work.

LICENSES AND OTHER REQUIREMENTS:

Valid Class C California driver's license; successfully pass a Class B Physical exam.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Operation, use and care of equipment and power-driven equipment.
Principles, terminology, methods, equipment, tools and materials of general fence maintenance and equipment operation trades.
Rules, regulations, and policies pertaining to the maintenance of facilities.
Safe working methods and procedures.
Requirements of maintaining buildings, facilities, and fencing in good repair.
District organizations, operations, policies, and objectives.

ABILITY TO:

Operate vehicles and a wide variety of heavy equipment related to general fence maintenance and equipment operations trades.
Appropriately use and maintain tools and equipment common to the maintenance equipment operations trade.
Prepare routine reports and records.
Understand and follow oral and written directions.
Work cooperatively with others.
Observe legal and defensive driving practices.

WORKING CONDITIONS:

ENVIRONMENT:

Indoor and outdoor environment; driving a vehicle to conduct work; regular exposure to fumes, dust and odors; seasonal heat and cold or adverse weather conditions.

PHYSICAL ABILITIES:

Standing and walking for extended periods of time; bending at the waist; pushing and pulling maintenance supplies and equipment; lifting and moving heavy objects; reaching overhead, above the shoulders and horizontally; climbing ladders, stairs, scaffolding and ramps; dexterity of hands and fingers to operate hand and power tools.

HAZARDS:

Working around and with machinery having moving parts; working on ladders or scaffolding; fumes from paints and solvents; working in confined areas.

Fresno Unified School District is an Equal Opportunity Employer and reasonable accommodations are made under the Americans with Disability Act as required by law.

E = Essential Functions

FRESNO UNIFIED SCHOOL DISTRICT

FTA-TRADES Hourly Salary Schedule

2023-2024

Effective April 24, 2024

FTA-TRADES Hourly-Salary-Schedule

Grade	Title	Job Code	Hrly Rate
M15	Laborer - HVAC - Filter Changer	M026	\$35.0126
M15	Laborer - Maintenance	M027	\$35.0126
M18	Irrigation Specialist	M016	\$33.2496
M21	Floor Covering Worker	M019	\$42.8278
M24	Equipment Operator I	M028	\$39.3890
M27	Roofer	M013	\$35.1517
M30	Painter	M010	\$44.8770
M39	Equipment Operator II	M029	\$43.7656
M39	Fence Erector	M047	\$43.7656
M46	Electrician	M004	\$44.6096
M46	Electronics Services Specialist	M015	\$44.6096
M46	Telecommunications Technician	M017	\$44.6096
M49	Glazier	M005	\$50.8521
M69	Boiler/Heating Equipment Mechanic	M007	\$47.5031
M69	HVAC & Refrigeration Mechanic	M008	\$47.5031
M69	Plumber	M012	\$47.5031

FTA-TRADES Lead Hourly Salary Schedule

Grade	Title	Job Code	(Step 18)
M22	Lead Floor Covering Worker	M030	\$44.9692
M23	Lead HVAC & Refrigeration Mechanic	M033	\$49.8782
M33	Lead Roofer	M014	\$36.9093
M36	Lead Painter	M011	\$47.1209
M47	Lead Electronics Services Specialist	M031	\$46.8400
M61	Lead Irrigation Specialist	M038	\$34.9120
M62	Lead Glazier	M040	\$53.3947
M64	Lead Electrician	M039	\$46.8400
M65	Lead Equipment Operator II	M041	\$45.9540
M68	Lead Plumber	M043	\$49.8782
M70	Lead Mobile Maintenance	M045	\$56.2193
M72	Lead Filter Changer	M046	\$36.7633

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-6

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve 2023/24 Salary Schedule Revisions - Classified Food Services Hourly Reflecting 8.5% increase, International Association of Machinists and Aerospace Workers Crafts Hourly Reflecting 8.5% increase, and Certificated Substitute Daily Salary Schedule

ITEM DESCRIPTION: Included in the Board binders are salary schedules as follows:

- 2023-24 Food Service Hourly Salary Schedule
- 2023-24 International Association of Machinists and Aerospace Workers (IAMAW) Crafts Hourly Salary Schedule
- 2023-24 Certificated Substitute (FASTA) Daily Salary Schedule

The reason for bringing the revised current year's salary schedules for approval is to provide a publicly available Board approved salary schedule as required by CalSTRS and CalPERS regulations. Annual Board approval of employee salary schedules is consistent with best practices and is recommended by the Fresno County Superintendent of Schools.

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

PREPARED BY: Malati Gopal

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3731

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

SUPERINTENDENT APPROVAL:





FRESNO UNIFIED SCHOOL DISTRICT

IAMAW CRAFTS Hourly-Salary-Schedule

2023-2024

Effective July 1, 2023

IAMAW CRAFTS Hourly Salary Schedule

Grade	Title	Union	Job Code	Hrly Rate (Step 18)
M12	Vehicle Utilities Worker	IAMAW Local 653	M025	\$38.1966
M51	Vehicle/Equipment Mechanic	IAMAW Local 653	M009	\$47.7395
M57	Carpenter	UB Local 1109	M001	\$53.5423
M57	Locksmith	UB Local 1109	M006	\$53.5423
M58	Concrete Worker/Finisher	OPCM Local 300	M003	\$47.6903
M60	Metal Trades II	UA Local 246	M018	\$49.7477

IAMAW CRAFTS Lead Hourly Salary Schedule

Grade	Title	Union	Job Code	Hrly Rate (Step 18)
M52	Lead Vehicle/Equipment Mechanic	IAMAW Local 653	M032	\$50.1265
M63	Lead Carpenter	UB Local 1109	M002	\$56.2193
M67	Lead Metal Trades II	UA Local 246	M042	\$52.2350
M70	Lead Locksmith	UB Local 1109	M044	\$56.2193

FRESNO UNIFIED SCHOOL DISTRICT

Food Services Hourly Salary Schedule

2023-2024

Effective July 1, 2023

Grade	Title	Job Code	Step 1	Step 2	Step 3	Step 4	Step 5
F01	Nutrition Services Assistant	F007	\$17.2515	\$17.2515	\$17.2515	\$17.2641	\$18.1675
F03	Packaging Machine Operator	F004	\$17.2515	\$17.2515	\$17.2515	\$18.1675	\$19.1218
F05	Food Services Technician - Cesar Chavez Adult Education	F006	\$17.2515	\$17.2515	\$18.1502	\$19.1046	\$20.1100
F07	Food Production Staging Technician Food Production Utility Technician	F014 F013	\$17.2515	\$18.1332	\$19.0875	\$20.0931	\$21.1497
F10	Food Service Operator-Educ Center Nutrition Services Cook/Baker Nutrition Services Senior Assistant Nutrition Services Operator	F003 F009 F005 F008	\$18.5934	\$19.5647	\$20.6042	\$21.6782	\$22.8200
F21	Nutrition Services Manager	F001	\$24.5434	\$25.8361	\$27.1987	\$28.6312	\$30.1334

ADDITIONS TO PLACEMENT ON THE BASIC SALARY SCHEDULE

Annual \$500 for BA +90*

Annual \$1000 for Master's*

Annual \$1500 for earned Doctorate*

*Credit for only one degree will be given

FRESNO UNIFIED SCHOOL DISTRICT
Certificated Substitutes
2023-2024 Daily Salary Schedule
Effective July 1, 2023

FASTA Rates

<u>Daily Rate</u>	2023-2024	
Daily Rate	\$	205.00
Designated Daily Rate	\$	215.25
Long-Term Daily Rate	\$	215.25

<u>Half -Day Rate</u>	2023-2024	
Daily Rate	\$	102.50
Designated Daily Rate	\$	107.63
Long-Term Daily Rate	\$	107.63

Designated Schools (8.5 hours)

Fresno Unified School District
Board Agenda Item

BOARD MEETING DATE: April 24, 2024,

AGENDA ITEM A-7

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement with Allied Universal

ITEM DESCRIPTION: Included in the Board binders is an agreement with Allied Universal.

After a successful pilot earlier this school year at McLane High School and Sunnyside High School stadiums, the Safety and Security Office in conjunction with the Student Engagement Department are partnering to purchase four portable weapon detection systems to use at athletic stadiums for games and outdoor graduation ceremonies. The systems will reduce the number of district safety staff needed to conduct hand wand safety checks, will expediate visitors into the stadium and further support safety measures in identifying unwanted weapons.

Additionally, Safety and Security is planning to purchase a fifth weapon detection system to use in the Education Center. The total cost for all five units is \$229,537. Funds are available in the Safety and Security and Student Engagement Budgets.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$229,537 are available in the Safety and Security/Student Engagement Budgets.

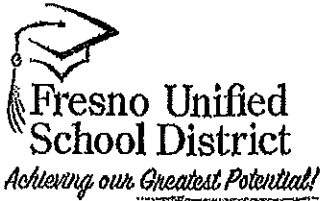
PREPARED BY: Amy Idsvoog

DIVISION: Safety and Security
PHONE NUMBER: (559) 457-3633

CABINET APPROVAL: Misty Her,
Deputy Superintendent

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

32204
Vendor Number
Allied Universal Technology Services
Vendor Name
925-499-6929
Phone Number
From: 4/4/2024 4/25/24
Term (Duration)
FUSD Contract Administrator:
Walter Gunn
Name
2301 Armstrong street, Suite A, Livermore, CA 94551
Address
Mark Infusino
Vendor Contact
Through: 4/4/2028 4/25/28
School safety/security
559-457-3980
Site/Dept
Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-0188-0664-0000-8300-6400

Annual Cost \$ 229,537.97 (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:
This is a 4 year service contract that will include 5 outdoor single lane weapon detection system with accessories and software.

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: 4/24/24 Will contract be submitted with Bundled Contracts? No 4/25/2024 WAG
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head: Walter A. Gunn 4/5/2024
Signed Date

Reviewed & approved by Cabinet Level Officer: [Signature] 4/5/24
Signed Date

Reviewed & approved by Risk Management: [Signature] Apr 8, 2024 SS
Signed Date

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



Security Solution Proposal

Fresno Unified School District

2309 Tulare Street
Fresno, CA 93721

April 4, 2024,

Walter Gunn

Fresno Unified School District Evolv 5 Systems

Proposal Submitted
By



Proposal No. 74215-4-0

2301 Armstrong Street, Suite A
Livermore, CA 94551
Lic. # 1100836



April 4, 2024

Walter Gunn
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Dear Walter Gunn,

Thank you for the opportunity for Allied Universal® Technology Services to participate in your proposal process. Our safety and security technology solutions represent decades of experience customizing solutions to meet each client's specific needs, matching our powerful and versatile offerings with our clients' technical and business requirements. Our qualified team looks forward to delivering a custom solution and superior services for Fresno Unified School District.

At Allied Universal® Technology Services, we believe in developing strong value-based relationships based on integrity and transparency with each and every client. We have already taken the time to learn about your business, and we are eager to continue our discussions and look at ways to apply state-of-the-art technology solutions to meet and exceed your business objectives and improve your bottom line. We want to be more than a partner – we want to be the trusted business advisor that you turn to and rely on to receive tailored security-centric business solutions. Protecting your people, property, and assets is our number one priority and we look forward to being There for You.™

Our team is thankful for the opportunity to meet with you and to provide Fresno Unified School District with a robust solution tailored to your needs that will grow with your business. We look forward to a long-term and synergistic partnership.

Sincerely,

Mark Infusino

Senior Account Manager
Allied Universal® Technology Services
(925) 499-6929
mark.infusino@aus.com

Fresno Unified School District Evolv 5 Systems Statement of Work

Place of Performance
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Primary Point of Contact
Walter Gunn
Fresno Unified School District
559-860-3518
walter.gunn@fresnounified.org

All pricing in the following proposal follows CMAS contract: 3-22-09-1005 and the CMAS #3-22-09-1005 number must be referenced on the purchase order

Thank you for the opportunity to provide Fresno Unified School District with this quote for the Evolv Weapons Detection System. Allied Universal Technology as requested, will provide, and install five (5) Evolv Outdoor Single Lane.

Provide and Install:

- Five (5) Outdoor Single Lane
- Three (3) Battery Chargers
- Two (2) Replacement Batteries
- Three (3) Express Operational Test Kit
- Installation and Training of Personnel
- Annual Service Plan is included

Clarifications:

This proposal includes pricing for all materials and labor for installation, the parts listed above will be purchased and owned by the district. The subscription service fee is for each unit and is a four year term. All materials and labor are covered for the 4 year term per the manufacturer warranty. Customer shall accommodate with shipping crews to pickup the leased equipment during normal business hours.

*****This is a four year subscription term and the equipment will be owned by the district*****

Period of Performance:

- AUTS will work with customer to schedule the installation and associated access to the facility.
- All installation work must be performed during normal business hours Monday through Friday 8:00am to 5:00pm.

Customer/Third Party Furnished Property and Service:

- 120VAC power in all required locations.
- All electrical work not specifically described in this SOW (Statement/Scope of Work) are by others.
- Patching, painting, and repair of finished surfaces.
- Provide IP scheme and addressing information for all devices to be provided by customer, if needed.

Exclusions:

The following is not included in this proposal unless specifically listed above:

- Overtime, Weekend, or Holiday labor
- This quote is non-prevailing wage

- Coring or drilling between floors.
- Network switches and POE switches.
- Internet service(which is required for remote diagnostics and system software updates).
- Local Permits and inspection fees, including compliance fees, if required.
- Badging printers and cameras.

Exceptions / Acknowledgments

****Any changes made by the customer will be covered in a change order.**

As your dedicated team at AUTS, we look forward to partnering with you for all your low voltage, security, and life safety systems, and services solutions. We are ready to get started with the system we designed and presented here for this project as soon as you are ready. Thank you again.

Clarifications and Assumptions

The installation & training is done by AUTS & Evolv Technicians. The solution is a minimum four (4) year subscription plan that includes the hardware, software & services. If the subscription is ended early, as provided herein, Fresno Unified School District will be responsible for AUTS/EVOLV fees only through the date of termination.

****Year one (1) invoice will be sent once the systems are Shipped; shipment can be delayed pending the facility's readiness.**

After the initial four (4) year agreement Fresno Unified School District will have the following options, available at 6 months prior to subscription end:

- Renew subscription with the existing hardware
 - full 4 year subscription model resumes at 20% discount
- Renew subscription with any new technology hardware (new charges will apply)
 - full subscription model
 - price will be negotiated with new hardware
- Choose not to renew
 - Evolv will cancel subscription service

Hardware and software upgrades:

- Software upgrades are included, when available, as part of the annual subscription package.
- If hardware upgrades are available during the initial four (4) year agreement, the customer can opt-in to upgrading the hardware. At this time, a cost adjustment will apply to the current agreement or a new agreement will be generated with the possibility of extending the subscription term.

In a subscription plan agreement, the hardware is a purchased equipment that remains owned by FSUD.

- As between Customer, AUTS, and Evolv, FUSD is the sole owner of the Equipment and any associated Documentation, including all enhancements, updates, modifications, corrections, derivatives, integrations related thereto and all intellectual property rights relating therein. FUSD will not sell, assign, sublease, transfer, grant a security interest in, or otherwise make any disposition of any interest in any Equipment. The Equipment is protected by U.S. copyright, trade secret and other laws and international treaty provisions, and Evolv reserves all rights.

The agreement includes warranty and service, detailed as follows:

Warranty:

- 1) All materials provided by Evolv has a material warranty equal to the subscription term.
- 2) AUTS guarantees that Evolv will provide an on-site labor warranty for the length of the subscription after the installation date.
- 3) **Annual Service for the system is included.** Annual Service is comprised of the following:
[AUTS/EVOLV provide specific information as to said Annual Service]
- 4) **The Warranty of Fitness for a Particular Purpose shall expressly apply to this transaction, as the EVOLV System is manufactured for a specific, known purpose and Customer relies on AUTS/EVOLV to provide equipment that performs for that purpose.**

Warranty Disclaimer:

Except as provided herein and in the Terms and Conditions of Sale, AUTS/EVOLV MAKE NO, AND DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR ARISING OUT OF CUSTOM, DEALING, TRADE OR USAGE. NO STATEMENT BY AUTS/EVOLV EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE DEEMED TO BE A WARRANTY BY AUTS/EVOLV FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART OF AUTS/EVOLV UNLESS SPECIFICALLY CONTAINED IN THIS AGREEMENT. EXCEPT AS STATED IN THIS SECTION 4, AUTS/EVOLV DO NOT REPRESENT OR WARRANT THAT THE PRODUCTS WILL ELIMINATE OR PREVENT OCCURRENCES OF THE EVENTS OR THREATS THEY ARE INTENDED TO DETECT OR AVERT (INCLUDING, BUT NOT LIMITED TO, MEDICAL DIAGNOSIS, TORTS, WEAPONS OR EXPLOSIVES DETECTION OR OTHER CRIMINAL OR TERRORIST ACTIVITIES (COLLECTIVELY, "INCIDENTS")), , MEET CUSTOMER'S NEEDS, PREVENT ANY ACTS OR INCIDENTS FROM OCCURRING OR CAUSING HARM OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S PREMISES, CUSTOMER'S EMPLOYEES OR CUSTOMER'S GUESTS, VISITORS OR OTHER THIRD PARTIES), OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL BE FREE FROM ERRORS OR DEFECTS OR THAT ANY ERRORS WILL BE CORRECTED. AUTS/EVOLV MAKE NO GUARANTY OR WARRANTY THAT THE PRODUCTS WILL DETECT, MITIGATE, ELIMINATE, PREVENT ORAVERT INCIDENTS OR THEIR CONSEQUENCES.

Additional Services

During the subscription Term, included in the Annual Subscription Fees, Allied Universal with EVOLV's support will provide the following:

- Implementation of the Product(s).
- Beginning on the Implementation Date, access to a progressive tiered customer support model.
- On-site dispatch of an Evolv employee or Authorized Representative and/or delivery of replacements parts to Customer as necessary to address an Issue.

- Preventative maintenance is performed on an annual basis by Evolv.
- Periodic updates to the Software. Software updates will be provided to Fresno Unified School District as soon as commercially available.
- Fresno Unified School District shall be a premier customer.
- Documentation and Documentation updates.
- One-time training is included as part of the installation (including one-time training on Insights Management Portal).

****Items not covered under the included warranty/services are loss, theft, destruction of or damage to the product by vandalism or acts of God. Labor and material charges for such repairs will be quoted if needed.**

Delivery/Installation

The install date will be pending the facility's readiness. Shipping has been included in this proposal as it was NIC previously. Representatives from AUTS/Evolv will do the installation of the solution at the Fresno Unified School District. Only trained Fresno Unified School District personnel should handle the units if relocation is required. Customer agrees that Product will be used only in the ordinary course of business and only by competent, qualified or authorized agents or employees. The Products will be used only at the location specified and will not be removed prior to notice to THE COMPANY.

Installation Requirements

- Local 120VAC is required at the installation location for each lane
- Network is only required if Fresno Unified School District WOULD like to integrate the (optional) situational awareness cameras with the system to their existing VMS system. Labor to connect to another system will be quoted separately.

Evolv Network Communication

- Each Evolv system comes with its own 4G cellular modem, there is no need to be connected to a customer's network unless the customer wants to integrate into their video management system.

Termination

1. Allied may terminate this Agreement and/or any Order Document upon notice to the Customer if (i) Customer fails to make payments within ten (10) days of the due date; (ii) Customer fails to cure any default or breach of this Agreement or Order Document within thirty (30) days after Allied gives Customer a written notice of such default or breach; (iii) Customer attempts to move, sell, transfer, assign, lease, rent, encumber, or sublet the Products without Allied's prior written consent; (iv) Customer's violation of any applicable laws or regulations; (v) Customer files or has filed against it a petition in bankruptcy or becomes insolvent or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver or either shall be appointed for Customer or for a substantial part of its property without its consent; or (vi) Customer ceases its existence by merger, consolidation, sale of substantially all of its assets or otherwise.
2. Customer may terminate this Agreement and/or any Order Document upon delivery of written notice to Allied if Allied, through its Services, fails to cure any material breach of its Product-related obligations under this Agreement within thirty (30) days after receipt of written notice describing such breach.
3. Neither party has the right to terminate this Agreement, or any applicable Order Document, for convenience.

Indemnification and Limits of Liability

6.1 Indemnification

(a) Customer shall indemnify, defend and hold Distributor harmless from and against all losses, damages, fines, penalties, liability, claims, demands, judgments and the costs and expenses incident thereto (including reasonable attorney fees) ("Losses") any third party suit or claim ("Claim") arising out of or in connection with (i) the breach of any non-disclosure agreement; (ii) Customer's (or its subcontractor's, agent's, officer's, director's, customer's representative's or employee's) use, operation, possession, purported ownership, control, renting, maintenance, delivery or return of the Products (including without limitation Losses relating to property damage, theft, personal injury, death, and violation of applicable laws); or (iii) Customer's violation of any applicable law, regulation or standard.

6.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT NO PARTY SHALL BE LIABLE FOR SPECIFIC PERFORMANCE OR FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM OR CAUSED BY THE LOSS OF USE OF THE PRODUCTS, LOSS OF PROFITS, LOSS OF DATA OR USE OF DATA, INTERUPPTION OF BUSINESS, INCIDENTS, OR LOST REVENUES, EVEN IF ONE OR MORE OF THE PARTIES IS AWARE OF THE POSSIBILITY OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISTRIBUTOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL NOT EXCEED THE INSURANCE LIMITS PROVIDED FOR IN THE TERMS AND CONDITIONS OF SALE, SECTION 4. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER DISTRIBUTOR NOR ITS PRODUCTS CAN ELIMINATE, PREVENT, OR MITIGATE, IN WHOLE OR IN PART, THE OCCURENCES OF THE EVENTS OR THREATS THAT THE PRODUCTS ARE INTENDED TO DETECT, OR EXTERNAL FORCES PRODUCTIVE TIME OR PRODUCT DOWN TIME FOR ANY REASON, OR FOR ACTS BY THIRD PARTIES THAT CAUSE HARM OR DAMAGE. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ITS PERSONNEL, CONTRACTORS, AND AGENTS, INCLUDING THOSE RESPONSIBLE FOR OPERATING THE PRODUCTS AND FOR THE SECURITY OF CUSTOMER'S PREMISES, PERSONNEL AND VISITORS.

Inclusions and Exclusions

	Include / Exclude		Include / Exclude
AutoCad plans & drawing files	<input type="checkbox"/>	Stub-ups & Back Boxes	<input type="checkbox"/>
Submittals	<input type="checkbox"/>	Back Boxes	<input type="checkbox"/>
Permits	<input type="checkbox"/>	Conduit	<input type="checkbox"/>
System Training	<input type="checkbox"/>	Coring	<input type="checkbox"/>
Network Cabling & Infrastructure	<input type="checkbox"/>	Fire Stopping	<input type="checkbox"/>
Telephone Line	<input type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>
120vac Power	<input type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>
Locking Hardware	<input type="checkbox"/>	Construction Equipment	<input type="checkbox"/>
Lift Equipment	<input type="checkbox"/>	Fire Alarm Relay Output	<input type="checkbox"/>
Servers	<input type="checkbox"/>	Client Workstations	<input type="checkbox"/>
Roof Penetrations	<input type="checkbox"/>		



Fresno Unified School District Evolv 5 Systems

Customer Number:
Fresno Unified School District
2309 Tulare Street
Fresno, CA 93721

Contact: Walter Gunn
Phone: 559-860-3518
Email: walter.gunn@fresnounified.org

Proposal No.: 74215-4-0
Date: April 4, 2024
Your Reference:
Valid To: May 4, 2024
Payment Terms: Net 30
Quoted By: Mark Infusino
Phone: 925-499-6929
Email: mark.infusino@aus.com

Estimate

QTY	Manufacturer	Part #	Description
3	Evolv Technology	101-00257-01	EVL:Express Operational Test Kit (OTK)
3	Evolv Technology	390-00256	EVL:Outdoor Battery Charger, 6 Ganged
2	Evolv Technology	390-00255	EVL:Outdoor Battery 90W
5	Evolv Technology	101-00307-01-WS-HP	Evolv Express Single Lane 2 Outdoor Wireless Hardware-Purchase

Investment Summary

Total Purchase Price, Excluding Taxes	\$212,076.56
Estimated Applicable Taxes	\$17,461.41
Total Purchase Price, Including Taxes	\$229,537.97
Monthly Recurring	\$3,925.00

The Sales Tax amount represented in this quote is an estimate of sales tax that will be charged in accordance with the applicable governing jurisdiction. Actual Sales Tax will be included on the invoice at the time of billing as applicable.

*This project requires **0% Mobilization** (plus applicable taxes) prior to project start and **Invoicing on Completion**.*

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.



HMS (Hosted & Managed Services)

Allied Universal® Technology Services offers a wide range of cloud enabled solutions that are designed to reduce TCO while improving operational efficiency and focus. By outsourcing security systems infrastructure, applications, monitoring and administration, our customers are able to enjoy the benefits of cost-effective scalability, 24/7/365 operator availability, and fault tolerance - all at a fraction of the cost of on-premise solutions. Whether you are leveraging our Infrastructure-as-a-Service (IaaS) security solutions, utilizing our Software-as-a-Service (SaaS) solutions for physical access control, voice and video, or allowing Allied Universal® Technology Services to assist you with monitoring and administration of your security systems, our experienced operators are highly trained and stand ready to assist you with all facets of systems monitoring and administration.

As part of this solution, Allied Universal® Technology Services will be providing the following Hosted & Managed Services:

- EVL:Evolv Custom Monthly HMS \$3,925.00 monthly

Agreement Pricing:

1. Year 1 of this HMS Service is \$47,100.00 and will be invoiced in year one of the agreement at the chosen frequency.

Acceptance:

Initial here to accept the proposed Allied Universal® Technology Services HMS Agreement _____

Customer Acceptance

PLS: Total Year 1 PLS Package is valued at: **\$0.00**

HMS: Total Year 1 HMS Package is valued at: **\$47,100.00**

Total: Total Year 1 PLS & HMS Packages are valued at: **\$47,100.00**

Authorized Customer Signature

Date

Contract term: 3 year 4 year 5 year Other

Billing frequency: Monthly Quarterly Semi-annually Annually



Terms and Conditions of Sale

These Terms and Conditions (the "Terms") govern the agreement of Securadyne Systems Intermediate, LLC d/b/a Allied Universal Technology Services with a principal place of business at 3440 Sojourn Drive, Suite 220, Carrollton, TX 75006, and on behalf of its affiliates and subsidiaries (collectively, the "Company" or "We") or "Allied Universal Technology Services"), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the "Client" or "You"). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the "Agreement".

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Liquidated Damages

Liquidated damages will not apply to any contract or scope of work performed by AUTS.

2. Installation Responsibility

AUTS will provide all required labor to mount, terminate and test the equipment detailed in this proposal. Installation will be performed in a workmanlike manner, meeting or exceeding industry standards and local code requirements.

3. Change Orders

Any change to this proposal as outlined herein will require an additional cost review by AUTS. A revised proposal will be submitted, which will incorporate any requested changes. If the requested change occurs after AUTS is under contract, then a signed change order will be required. Equipment/Material provided by AUTS is limited to the items listed within the attached schedule of values or material list.

4. Insurance and Liability

a. Upon Client request, AUTS shall procure the following minimum insurance coverages: (i) workers compensation insurance with statutory limits, (ii) automobile liability, with \$1,000,000 combined single limit (each accident), and (iii) commercial general liability, including contractual liability, with coverage of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Client and any person or organization to which Client is obligated with regard to the work shall be listed by endorsement as an Additional Insured on AUTS's policies shown in items (ii) and (iii) above. Upon request, AUTS shall provide certificates evidencing such insurance as outlined above.

b. In no event will AUTS be liable for any incidental or consequential damages arising from system(s) problems or failure, including, without limitation, loss of use, profit, or theft of property owned by and/or located at the premise(s) where this equipment is installed. The total cumulative liability of AUTS and any of AUTS's related companies to Client for all claims, losses, damages, and expenses resulting in any way from the performance of this Agreement, shall not be greater than the compensation received by AUTS under this Agreement. The express remedies, obligations and liabilities of AUTS and Client set forth herein are exclusive, and are in lieu of any others available at law or otherwise. This proposal is based on contract documents and/or drawings only. Should the authority having jurisdiction or Client require additional changes to the system, AUTS reserves the right to seek additional costs if necessary. AUTS reserves the right to charge labor costs for troubleshooting, repairing, or rewiring the system due to other contractors' installation methods, which may have caused such problems.

5. Warranty

The warranties in this Section 5 are in addition to any warranty(ies) provided for hereinabove (i.e., "Security Solution Proposal")

a. AUTS provides a one hundred eighty (180) day warranty on all materials (the "Material Warranty Period"). This Material Warranty Period extends from the date of installation of the materials. AUTS will pass through to Client any Original Equipment Manufacturer ("OEM") warranties provided or purchased by Client. Any failures of the Equipment or Third-Party Software shall be addressed directly with the OEM or through AUTS upon payment of any applicable AUTS time and material rates. This warranty does not cover any existing materials incorporated into this project, if applicable. This warranty is non-transferable.

b. AUTS provides a one hundred eighty (180) day warranty on all labor (the "Labor Warranty Period"). Any labor



provided beyond the Labor Warranty Period shall be billed to the Client using AUTS's standard time and material rates unless a service agreement with AUTS is in effect.

c. Services required to remedy software malfunctions caused by or arising out of the actions of Client or a third party shall not be covered by the Warranty, but shall be performed by AUTS upon Client's payment of the applicable AUTS time and material rates.

6. Payment Terms

- a. All payments shall be made by Client no later than thirty (30) days following receipt of an invoice from AUTS. Unless otherwise agreed, invoices shall be delivered on a monthly basis and shall be based on the Work completed in the previous month. Past due amounts shall bear interest of one and a half percent (1.5%) monthly, or the highest rate permitted under Applicable Laws, whichever is lesser, commencing with the date due until the date payment is received.

7. Written Consent

No work shall proceed without an acceptable purchasing document, which incorporates AUTS's Standard Terms, being received by AUTS from the Client.

8. Mobilization

Once the Client's purchasing document has been approved, AUTS will assign a project manager who will coordinate and schedule the project. This Project Manager will serve as the single point of contact for the Client and will provide project updates and/or schedules as required.

9. Equipment Delivery

Once the Project Manager's order(s) for the required material(s) and/or equipment have been placed, the Project Manager will provide the Client with an initial construction schedule based on the manufacturers' acknowledged delivery dates.

10. Equipment Modifications

AUTS assumes no responsibility for modifications to or errors in equipment manufacturers' specifications, literature, or revisions to equipment operation at the manufacturers' discretion.

11. Title

Title to and risk of loss of all equipment provided to Client by AUTS shall pass to Client upon installation by AUTS, or, if not installed by AUTS, upon delivery to Client.

12. Termination or Alteration

A contract resulting from the acceptance of an offer may be canceled or altered by the Client only if agreed to in writing by AUTS and subject to the following:

- a. If any equipment covered by this contract has been delivered and/or installed, payment for the equipment, installation (if applicable), and freight will be due in full, per the agreed upon terms referenced above.
- b. If the equipment has not been delivered, it may be canceled or altered only if agreed to by the manufacturer. Equipment is then subject to either a 25% retail price restocking charge or the manufacturers' imposed cancellation/change fees (whichever is higher).
- c. Client will also be responsible to reimburse AUTS for any other reasonable fees assessed as a result of an alteration or cancellation after order placement.

13. Proposal Expiration

AUTS shall honor this proposal for a period of thirty (30) days.

14. Intellectual Property

This proposal, consisting of but not limited to designs, concepts, and ideas, which are represented herein, is the exclusive intellectual property of AUTS and may not be reproduced or copied in any manner without the express written consent of AUTS. This proposal and all associated materials (including drawings) must be returned promptly to AUTS upon request.

15. Standard Exclusions

Unless otherwise set forth and specifically stated in the scope of work, this proposal EXCLUDES:

- a. Furnishing and/or installing any required plywood equipment backboards.
- b. Cost associated with telephone or network connectivity as part of the installation or as a reoccurring expense.
- c. Arrangement for and/or coordination of any required telephone or network service installation.
- d. Any expense associated with working in an environment containing asbestos.

16. Client's Responsibility for Virus, Malware, Firewall, and Anti-Virus Checking

Client shall be responsible for carrying out its own virus, malware, firewall, and anti-virus checking procedures on all deliverables in accordance with good computing practice unless otherwise set forth and specifically stated in the applicable scope of work.

17. Installation Conditions

This proposal REQUIRES that:

- a. All existing equipment, which is to be incorporated into the new system, is operable and suitable for its intended purpose.
- b. No area in which AUTS is to install equipment is classified as hazardous or explosive.
- c. Client will provide adequate parking accommodations and equipment storage for AUTS's personnel while on the job site.
- d. All work to be performed by AUTS's personnel is during normal business hours unless specifically noted otherwise. Normal business hours are defined as Monday through Friday (excluding federally recognized holidays) from the hours of 8 AM until 5 PM (local time).

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.

By: Mark Infusino
Sales Representative Signature

By: _____
Client Signature

By: Mark Infusino
Sales Representative Printed Name

By: _____
Client Printed Name

Date: 4/25/2024

Date: _____

Approved: Jan K. [Signature]
Authorized Representative Signature
Allied Universal® Technology Services

Authorized Representative Signature
Fresno Unified School District

Billing Information

Street Address	
City	
State	
Zip Code	
Contact Name	
Contact Phone	
Contact Email	
Invoice Delivery Method (email, portal, mail, other)	
PO #	

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-8

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement with Nancy Akhavan Consulting

ITEM DESCRIPTION: Included in the Board binders is an agreement between Nancy Akhavan Consulting and Columbia Elementary School. Nancy Akhavan is dedicated to empowering educators with the tools and knowledge needed to create thriving learning environments.

This agreement aims to offer professional learning opportunities for teachers in grades two and three, concentrating on the key elements of comprehensive reading programs to enhance student achievement through targeted instruction. Seven teachers will receive professional learning and dedicated mentorship, leading to the desired outcome of acquiring knowledge and skills related to the implementation of a comprehensive literacy program at their respective grade levels.

Teachers will engage in three professional learning sessions and three literacy walk days. These activities are designed to equip educators with effective teaching practices and support strategies for diverse learners. The iReady Diagnostic will be used as a formative assessment and running records will be used to determine success.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$25,600 are available in Columbia Elementary School's Title I and Literacy Coaches and Reading Specialist Grant Budgets.

PREPARED BY: Marie Williams, Ed.D.

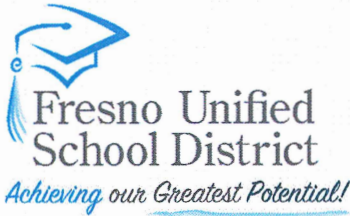
DIVISION: Instructional Division
PHONE NUMBER: (559) 457-3731

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

32170

Vendor Number

Nancy Akhavan Consulting Inc

3766 W Locust Ave, Fresno, CA 93711

Vendor Name

(559) 355-9291

Address

Nancy Akhavan

Phone Number

Vendor Contact

From: 5/1/2024

Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:

Mike Rivard

Columbia Elementary

(559) 457-2630

Name

Site/ Dept

Telephone number

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

060-6211-0095-1110-1000-5110

Annual Cost \$ 25,600.00

(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:

Nancy Akhavan is dedicated to empowering educators with the tools and knowledge needed to create thriving learning environments. This agreement aims to offer professional learning opportunities for teachers in grades two and three, concentrating on the key elements of comprehensive reading programs to enhance student achievement through targeted instruction. With a total of seven teachers, each participant will benefit from dedicated mentorship, leading to the desired outcome of acquiring knowledge and skills related to the implementation of a comprehensive literacy program at their respective grade levels.

Throughout designated professional learning times, teachers will engage in three professional learning sessions and three literacy walk days. These activities are designed to equip educators with effective teaching practices and support strategies for diverse learners. The iReady Diagnostic will be used as a formative assessment and running records will be used to determine success.

Cost will split funded between Columbia Elementary School's Literacy Coaches and Reading Specialist Grant (\$18,000) and Title I (\$7,600) budgets. Title I funding was approved by School Site Council on 10/30/2023.

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:** 04/24/24
(Contracts of \$15,000.00 or more)

Will contract be submitted with Bundled Contracts? No

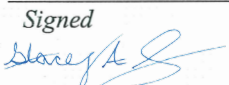
Reviewed & approved by **Department Head:**

 3/15/2024
Signed Date

Reviewed & approved by **Cabinet Level Officer**

 4-10-2024
Signed Date

Reviewed & approved by **Risk Management**

 4/10/2024
Signed Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-6211-0095-1110-1000-5110

District Contact Person: Mike Rivard

Budget Manager Approval: 

Contractor's Vendor Name: Nancy Akhavan Consulting

Contractor's Contact Person: Nancy Akhavan

Contractor's Title: President

Contractor's Telephone
Number: (559) 355-9291

Contractor's E-mail: nancy@nancyakhavanconsulting.com

Contractor's Address: 3766 W Locust Ave, Fresno, CA 93711

This Independent Contractor Services Agreement is made and entered into effective 5/1/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and Nancy Akhavan Consulting ("Contractor").

I. Contractor Services. Contractor agrees to provide

Nancy Akhavan is dedicated to empowering educators with the tools and knowledge needed to create thriving learning environments. This agreement aims to offer professional learning opportunities for teachers in grades two and three, concentrating on the key elements of comprehensive reading programs to enhance student achievement through targeted instruction. With a total of seven teachers, each participant will benefit from dedicated mentorship, leading to the desired outcome of acquiring knowledge and skills related to the implementation of a comprehensive literacy program at their respective grade levels. Throughout designated professional learning times, teachers will engage in three professional learning sessions and three literacy walk days. These activities are designed to equip educators with effective teaching practices and support strategies for diverse learners.

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 5/1/2024 , 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 0 per 0 , not to exceed \$25600 . Checks will be made payable to Nancy Akhavan Consulting . 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 NA

- a. Lodging 0 Actual cost of single occupancy. Not to exceed \$113 per night. *Receipt Required.
- b. Meals 0 Reimbursement limited to actual cost up to the following rates: Breakfast \$16.00, Lunch \$17.00, Dinner \$31.00. *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): \$25600
- 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 NA 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 Pa 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: Nancy Akhavan Consulting

Name: Nancy Akhavan

Address:

3766 W Locust Ave
Fresno, California 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

Nancy Akhavan Consulting


Nancy Akhavan (Mar 14, 2024 08:54 PM)

Name: Nancy Akhavan *Title:* President

Mar 14, 2024

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Apr 10, 2024

Date

Nancy Akhavan Consulting Measures of Impact

Prepared April 5, 2024

At Nancy Akhavan Consulting (NAC), we believe that literacy is equity. It is our highest priority to see each child realize their full potential through engaging and meaningful learning experiences that foster a love of learning. That also means that there are a variety of ways to measure the growth of students in their journey. We evaluate our impact using teacher and administrator surveys, local assessment data, and statewide CAASPP assessment data. Local assessments we have utilized for gauging student academic growth has included Pearson's Developmental Reading Assessment (DRA), Fountas and Pinnell's Benchmark Assessment System (BAS), Renaissance Learning's Star Assessments, and Curriculum Associates' iReady, as well as Smarter Balanced Assessment Interims.

It is important to use the locally valued and established measures of student performance to ensure comparability to performance before and after NAC professional development and coaching. Using such measures we are able to honestly evaluate impact of our work of building lasting educator capacity. A small sample of quantitative measures of improvement in student performance with current clients include:

- Districtwide implementation of small group and writing instruction professional learning and coaching in one small rural district throughout the 2022-23 school year, across the 4 elementary schools yielded statistically significant gains on the Smarter Balanced Summative Assessment for English Language Arts (ELA). The percentage of students meeting or exceeding the standard for ELA went up from 2022 to 2023 across grades 3 through 6 by 3.6%, with one grade increasing 8.5%. It is notable that there were no other improvements other than literacy and writing coaching by NAC and that the statewide performance did not change significantly in ELA from 2022 to 2023.
- Districtwide implementation of small group instruction professional learning and coaching in a medium-sized suburban school district showed growth in the percentage of students performing at or above grade level across all grade levels on the Developmental Reading Assessment (DRA) and the iReady assessment, ranging from 18% to 40%.
- In classrooms where teachers have implemented Dr. Akhavan's model of instruction, the cognitive Apprenticeship Learning Approach (CALA), student writing performance has been shown to increase from a mean of 1.0 in grades K-3, to a mean of 2.7 on a 4-point rubric, a statistically significant improvement.
- Following a schoolwide implementation of Dr. Akhavan's intensive small group instruction professional learning and coaching, students from one large suburban elementary school demonstrated a 26% increase in the percent of students achieving proficient or advanced levels on the local districtwide locally designed diagnostic tests.

In addition to the student-focused quantitative outcomes, qualitative teacher surveys are conducted following many whole-group and some individual and small group professional learning sessions with coaches. While the majority of these surveys are designed to gather data that helps up ensure the specific needs of the local educators are being met and to evaluate coach/educator match, one regularly administered

question seeks to elicit insight into their experience. The following statements are exemplars of typical feedback from educators when asked how they would describe their professional development experience to a colleague from surveys conducted across districts within the current school year (2023-24). Please note that these statements are unedited, so any typos or errors are from the original response.:

- That it was informative and useful. Allowed us to dig down into the standard and understand it better. - *Grade 2 Teacher*
- Good information that is not overwhelming. - *Grade 2 Teacher*
- It was very informative. I learned a lot from it. - *Grade 4 Teacher*
- The why learning through play is important & why teachers should be giving feedback in the moment. - *Kindergarten Teacher*
- It is amazing that our kindergartners get to purposefully play while integrating learning - *Kindergarten Teacher*
- This was a great session with lots of teaching strategies. - *Kindergarten Teacher*
- Very informative and supportive. I could get going right away. - *Elementary Administrator*
- It was fun and engaging. It really was a PD that I actually learned from and will be able to use in my classroom. - *Elementary School Teacher*
- ...there was lots of important and interesting information that helped me improve my teaching strategies. - *Elementary School Teacher*
- Worth it! - *Middle School Teacher*
- Definitely worth showing up for. - *Middle School Teacher*
- Well worth the time. - *High School Teacher*
- *It was a productive day!* - *High School Teacher*
- The [coaches] who presented our session were very professional and knowledgeable about their subject matter. - *High School Teacher*
- This was beneficial and will make you feel much more secured on having that support for small groups - *Elementary School Teacher*

The following group of exemplar statements are separated as notable because they were from FUSD Paraprofessionals attending NAC trainings during the current school year (2023-24).

- It was a great learning experience - *Paraprofessional working with 5th & 6th grade students*
- Wonderful and helpful - *Paraprofessional working with 6th grade students*
- It's filled with good ideas and can be tailored to all classes. - *Paraprofessional working with elementary students*
- Was informational and provided some good tips on ways to approach lessons with small groups. - *Paraprofessional working with 6th grade students*
- It was very helpful in I learned a lot and got a lot of ideas - *Paraprofessional working with elementary students*
- It is an awesome learning experience - *Paraprofessional working with 3rd and 4th grade students*
- Great instructor and great ideas - *Paraprofessional working with 6th grade students*
- The class was informative and engaging. - *Paraprofessional working with elementary students*

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-9

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement with ProSolve for the 2023/24 Summer Academy

ITEM DESCRIPTION: Included in the Board binders is an agreement between ProSolve and the Expanded Learning Department for the 2023/24 Summer Academy. ProSolve will provide up to 65 hours of QUEST course material for Fresno Unified students in grades third through seventh during Summer Academy in June 2024. QUEST Student Seats include QUEST portal access codes, QUEST classroom materials, class consumables, and professional development and resources for teachers. ProSolve will provide in-person professional development to prepare teachers for successful implementation and ongoing coaching and support throughout Summer Academy.

The learner/student will improve their social and mental game as they play with purpose through QUEST! which include:

- Increase cooperation and teamwork.
- Strengthen a growth mindset.
- Develop strong friendships Improve communication and language skills.
- Build leadership and academic skills.

Metrics to be used:

- Student engagement post-survey.
- Students engaged in our summer school academy through the number of attendees at the start of summer school and the number of attendees finishing the 15-day academy.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$652,242 are available in the Expanded 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

<u>31458</u>		
Vendor Number		
ProSolve	2870 Peachtree Rd. NW#915-6579, Atlanta, GA 30305	
Vendor Name	Address	
858-999-1617	Lindsay Litzinger	
Phone Number	Vendor Contact	
From: 4/25/2024	Through: 6/30/2024	
Term (Duration)		
FUSD Contract Administrator:		
Jeremy Ward	CCR / Expanded Learning	559-248-7560
<i>Name</i>	<i>Site/ Dept</i>	<i>Telephone number</i>

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-2600-0791-1546-1000-5899

Annual Cost \$ 652,242.94 (Estimated Amount)

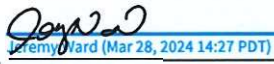


Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes No

Scope of Work Summary:

ProSolve will provide up to 65 hours of QUEST course materials and 3,663 QUEST Student Seats for Fresno Unified students at 52 elementary and middle schools during Summer Academy in June 2024. QUEST Student Seats include QUEST portal access codes, QUEST classroom materials, class consumables, and professional development and resources for teachers. Teachers will use QUEST course material to help develop 3rd through 7th grade students' social and emotional skills and increase engagement in Fresno Unified's summer academy programs. ProSolve will also provide full digital licenses to all facilitators allowing access to the QUEST teaching and training platform. The platform also provides access to the QUEST game interface and includes all online teaching resources and training modules. ProSolve will provide in-person professional development to prepare teachers for successful implementation and ongoing coaching and support throughout Summer Academy.

Please indicate where the work will be performed: Work to be performed on FUSD property

Date Item is to appear on **Board of Education Agenda:** 04/24/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head:	 Jeremy Ward (Mar 28, 2024 14:27 PDT)	Mar 28, 2024
	Signed	Date
Reviewed & approved by Cabinet Level Officer		4-5-2024
	Signed	Date
Reviewed & approved by Risk Management		Apr 8, 2024
	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: 060-2600-0791-1546-1000-5899

District Contact Person: Jeremy Ward

Budget Manager Approval: 
Jeremy Ward (Mar 28, 2024 14:27 PDT)

Contractor's Vendor Name: ProSolve

Contractor's Contact Person: Lindsay Litzinger

Contractor's Title: Director

Contractor's Telephone
Number: 858-999-1617

Contractor's E-mail: Lindsay@prosolve.com

Contractor's Address: 2870 Peachtree Rd. NW#915-6579, Atlanta, GA 30305

This Independent Contractor Services Agreement is made and entered into effective 4/25/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and ProSolve ("Contractor").

1. Contractor Services. Contractor agrees to provide

ProSolve will provide up to 65 hours of QUEST course materials and 3,663 QUEST Student Seats for Fresno Unified students at 52 elementary and middle schools during Summer Academy in June 2024. QUEST Student Seats include QUEST portal access codes, QUEST classroom materials, class consumables, and professional development and resources for teachers. Teachers will use QUEST course material to help develop 3rd through 7th grade students' social and emotional skills and increase engagement in Fresno Unified's summer academy programs. ProSolve will also provide full digital licenses to all facilitators allowing access to the QUEST teaching and training platform. The platform also provides access to the QUEST game interface and includes all online teaching resources and training modules. ProSolve will provide in-person professional development to prepare teachers for successful implementation and ongoing coaching and support throughout Summer Academy.

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 4/25/2024, 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 \$ 175.00 per seat, not to exceed \$ 652,242.94. Checks will be made payable to ProSolve. 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 LL

- 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): \$ 652,242.94
- 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 LL 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 LL 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: ProSolve

Name: Lindsay Litzinger

Address:

2870 Peachtree Rd. NW#915-6579, Atlanta,
GA 30305

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

ProSolve

Lindsay Litzinger

Name: Lindsay Litzinger , Title: Director

Mar 28, 2024

Date

Approved As To Form:

Stacey A. Sandoval

Stacey Sandoval, Executive Director
Risk Management

Apr 8, 2024

Date



Play. Connect. Create.

SUMMER ACADEMY PROPOSAL

Prepared for

Fresno Unified School District

Jeremy Ward

Prepay & Save: March 20, 2024



Who We Are

Developing career-ready skills through experiential learning is what sets ProSolve apart, leading the shift from knowledge-based education to learning through experience, cultivating comprehensive skills for our dynamic world.

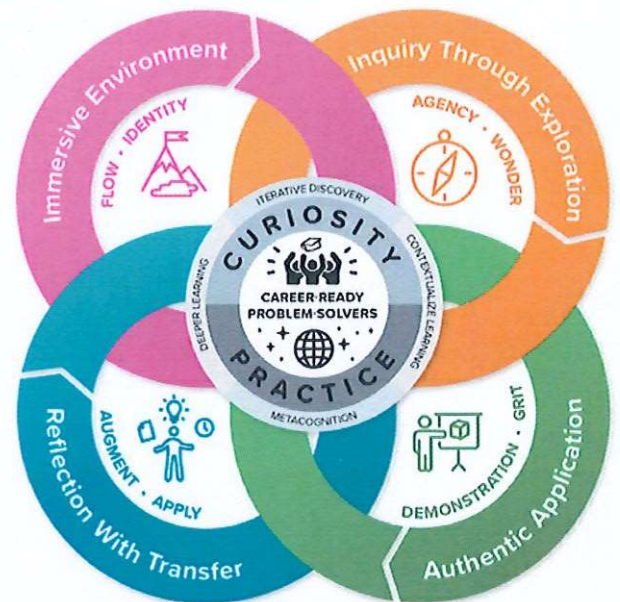
True career-readiness includes honing problem-solving skills that encompass critical thinking, creativity, empathetic relationship-building, and effective communication all built through real-world and simulated problem solving experiences.

The Learning, Experienced Model, developed by ProSolve, is here to revolutionize learning.

Our goal is to surpass traditional education, providing opportunities for students to practice durable and interpersonal skills essential in today's rapidly evolving world.

Our innovative approach centers around solving problems for school districts:

- **For Students:** We design meaningful, relevant and highly engaging experiences.
- **For Educators:** We create easy to use curricula and resources.
- **For Administrators:** We offer evidence-based solutions that promote growth in both academics and social-emotional outcomes.



The ProSolve Partnership

Elevate your educational journey by choosing ProSolve as your strategic partner. With personalized recruitment strategies, expertly crafted marketing materials, seamless implementation planning, and insightful data and analytics, we guarantee a comprehensive and impactful experience for both your students and facilitators.

Implementation Planning | Enjoy a personalized experience with a dedicated Customer Success Manager for goal-oriented planning, logistics, training, and ongoing support.

Coaching/Mentoring | We provide ongoing coaching from our dedicated Educational Support Specialists, ensuring a successful implementation at the facilitator level through personalized check-ins and flexible communication channels.

Student Marketing | Our dedicated Project Manager serves as a consultant, creating tailored resources such as movie posters, flyers, videos, and engaging content for newsletters and social media.

Data and Analytics | Our partnership includes surveys for students that provide a comprehensive data summary measuring engagement, social-emotional learning, and workforce readiness skills.

ProSolve Solutions



QUEST for TK-8th graders merges academic learning with the development of social emotional skills as students PLAY, CONNECT, and CREATE through up to 65 hours of gameplay and game design. As a complete experiential social-emotional learning program, QUEST caters to the holistic growth of students, enhancing their skills to meet the demands of life and the future.



SLED unlocks the limitless potential of 4th - 12th grade students, offering a transformative platform and process for service learning that ignites a passion for learning, growth, and positive change. With SLED, students can develop the critical college, career, and life skills necessary to thrive in today's world while making a profound impact on their community.



PD by ProSolve provides a different approach to professional learning for educators, administrators, and lifelong learners. Our focus on "Learning, Experienced," embodies our mission to make learning more authentic, practical, relevant, and engaging for the educational ecosystem. Finally, professional development that's fun, relevant, and engaging!

Build skills and community across the QUEST Continuum!

QUEST is built for TK-8th grade students, helping to unify campus culture, promote a sense of belonging and build a shared experience across all grade levels and over time.

QUEST Early Explorers (TK-2)

Designed to meet the unique needs of your youngest learners, the newest iteration of QUEST combines all of the magic and gamification of previous seasons of QUEST with developmentally-appropriate, standards-aligned challenges, mindfulness and self-regulation strategies, songs, drawing, collaboration and explicit social-emotional learning instruction - perfect for our primary players!



QUEST for 3rd - 8th Grade

Tailored to engage our intermediate and secondary students, QUEST is built as a TV series with new seasons released each year containing fresh content and storyline surprises. All QUEST content and characters are designed to immerse players in an interesting environment filled with mystery and discovery, resulting in authentic learning and fun transformative growth.

ProSolve provides in-person and virtual professional development opportunities for staff to become fully prepared to successfully implement QUEST. Training opportunities cover everything facilitators will need to utilize the QUEST platform, operate the game, and enjoy this unique learning experience alongside their students.





Fresno Unified School District

ProSolve is excited to continue its long-standing partnership with FUSD, increasing student engagement and STEM application through an immersive QUEST experience during June’s summer session. This investment summary outlines a three-year commitment to serving over 10,000 students with a fun and fresh experience resulting in increased skills, strengthened relationships and improved future readiness.

The QUEST Student Seat Includes:

- Unique QUEST Code for portal access
- QUEST Classroom Materials & Facilitator Resources
- QUEST Class Consumables & Immersion Materials
- Student Recruitment Resources and Overall Program Management
- Professional Development for Facilitators

Investment Summary		
Offering	Qty	Price Per Seat
Single Summer QUEST Academy Student Seat	3,663	\$175
Subtotal	\$641,025.00	
CA State Tax on Physical Components	\$11,217.94	
Total Investment	\$652,242.94	

Prepay & Save Investment Summary

By prepaying for the entire series, school districts not only establish a stable, long-term relationship with ProSolve but also lock in pricing, ensuring budgetary predictability and sustained access to cutting-edge educational solutions. This approach provides the advantage of committing to a collaboration that secures the best value for your investment across multiple seasons, fostering a consistent and reliable learning environment for students.

Three-Year Plan: QUEST Academy Student Seat	10,989	\$135
Subtotal	\$1,483,515.00	
CA State Tax on Physical Components	\$33,653.82	
Total Investment	\$1,517,168.82	
Recognized Savings Through Three-Year Plan	\$439,560.00	

The Logic Model

Situation	Inputs	Outputs		Outcomes <i>(Must be Measurable)</i>		
Problem and Need	Investments <i>(e.g., equipment, funds, product, services, staff)</i>	Activities <i>What we do</i>	Participants <i>Who we reach</i>	Short-Term (Learning) <i>Expect to see</i>	Medium-Term (Change in Behavior or Performance) <i>Want to see</i>	Long-Term (Change in Condition) <i>Hope to see</i>
<i>The problem is . . . and this is needed to remedy it . . .</i>	<i>If we have these resources in place . . (existing resources or new product/services)</i>	<i>And do these things . . .</i>	<i>And reach these individuals . . .</i>	<i>We will achieve these changes in knowledge and learning . . .</i> Include how these outcomes will be monitored and measured.	<i>Shape these behaviors</i> Include how these outcomes will be monitored and measured.	<i>And ultimately achieve these impacts</i> Include how these outcomes will be monitored and measured.
CBO curriculum not vetted to ensure grade-level appropriateness and alignment to FUSD academic outcomes.	Department management to vet all CBO curriculum	Curriculum fidelity	Student expected outcomes	Improved programs	Improved outcomes	Positive impact to student achievement, engagement, and expanded opportunities

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-10

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Agreement with WestEd

ITEM DESCRIPTION: Included in the Board binders is an agreement with WestEd to provide support for affinity space development to build the capacity of White-identifying educators in the pursuit of our district's racial equity efforts. Fresno Unified School District intends to support the establishment of a racial affinity group for White-identifying educators in service of creating a more equitable community for leaders of color and students of color. Currently, 93% of Fresno Unified students are of color. Contrastly, 46% of our site leaders identify as White. Based on these student and leader demographics, it is essential that we build internal capacity for White-identifying leaders that supports a structure, a collaborative approach, and learning agenda to launch and sustain a group of equity stewards committed to building their individual competencies as culturally responsive leaders in advancing racial equality within Fresno Unified. The intended outcome of this work is to increase student to school connectedness, improve student attendance, and narrow the academic achievement gap for historically marginalized groups of students.

In **Phase I**, WestEd intends to partner with Fresno Unified School District leadership to form a steering committee to serve as a leadership structure for this group, and with these leaders, co-construct the group's vision, learning goals, and intended activities. This initial work will support Fresno Unified School District with the planning and launch of a racial equity affinity group for White-identifying Fresno Unified School District leaders that is responsive to the interests and learning of the community.

WestEd's professional learning and capacity-building services will be offered to a steering committee of five White-identifying site leaders who will serve as the leadership structure for an affinity space that will embody the stewardship goals of this work.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$35,000 are available in the Leadership Development Budget.

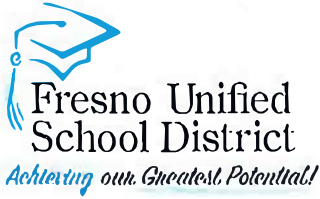
PREPARED BY: Kim Villescuz

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3713

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

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





Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

23953
Vendor Number

WestEd 730 Harrison Street, San Francisco, CA 94107
Vendor Name Address

415-615-3136 / 415-565-3012
Phone Number Lauren Wrotniak
Vendor Contact

From: 4/24/2024 Through: 6/30/2024
Term (Duration)

Kim Villescaz Leadership Development 559-281-8844
FUSD Contract Administrator: Name Site/ Dept Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 060-3213-0702-1110-2140-5899

Annual Cost \$ 35,000.00

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 WestEd team will collaborate with a small steering committee of FUSD school site leaders to plan and coordinate core messaging and goals for the launch of a district-wide affinity group.

Please indicate where the work will be performed: Work to be performed on FUSD property and remotely, as appropriate.

Date Item is to appear on Board of Education Agenda: 04/24/24 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Department Head: Kimberly Villescaz
Signed _____ Date _____

Reviewed & approved by Cabinet Level Officer: _____
Signed _____ Date 4/5/2024

Reviewed & approved by Risk Management: _____
Signed _____ Date Apr 10, 2024

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 060-3213-0702-1110-2140-5899

District Contact Person: Kim Villescaz

Budget Manager Approval: Kimberly Villescaz

Contractor's Vendor Name: WestEd

Contractor's Contact Person: Lauren Wrotniak

Contractor's Title: Senior Director, Contracts & Grants

Contractor's Telephone

Number: 415-615-3136 / 415-565-3012

Contractor's E-mail: contracts@wested.org

Contractor's Address: 730 Harrison Street, San Francisco, CA 94107

This Independent Contractor Services Agreement is made and entered into effective 04/24/2024 (the "Effective Date") by and between the Fresno Unified School District ("District") and WestEd ("Contractor").

1. Contractor Services. Contractor agrees to provide

Phase I: April – June 30, 2024

Project management and leadership development activities that WestEd will support FUSD with include:

- Development of messaging and recruitment efforts
- Identification and onboarding of steering committee/leadership group
- Coordination and collaboration with other affinity group
- Development of collaborative learning agenda, topics of interest and calendar of meetings
- In-person kickoff session with FUSD leaders and potential steering committee members to learn about initial interests and goals (4 hour "retreat" style meeting in April/May)
- Regular meetings with steering committee to plan learning agenda and ongoing collaboration

2. Contractor Qualifications. Contractor represents that it has in effect all licenses, permissions and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on 4/24/2024, 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 \$ 35,000.00. Checks will be made payable to WestEd. 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 LV

- 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 Cost (Sum of paragraphs 4 and 5a – d): \$ 35,000.00
- f. Other _____

6. Employment. Contractor's resources (employees/contractors) for this project are current FUSD employee(s)? Yes No

7. CalPERS & CalSTRS. Contractor's resources for the project are CalPERS or CalSTRS retiree? Yes No

8. California Residency. Contractor is a California business: 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 any known, 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 LV 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 and any non-cancelable costs. 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. Each party 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 as required by law, 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. Notwithstanding anything to the contrary, Contractor will remain the sole and exclusive owner of all pre-existing Contractor data, documents, information, and materials provided to the District by Contractor to assist in the performance of this Agreement ("Work Product"). Upon expiration or termination of this

Agreement for any reason, and upon request of Contractor, the District shall (a) Erase or destroy any Contractor Work Product maintained by it; or (b) Return the Work Product to Contractor as directed by Contractor/ The District shall promptly comply with Contractor's instructions. This provision shall survive termination of this Agreement.

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 third-party 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) breach of any of the terms and conditions of the Agreement (including but not limited to) the Contractor's use of the site; or 2) negligence or misconduct, in connection with the performance of Services or otherwise arising from this Agreement ("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 reasonable 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 one million (\$1,000,000) dollars per occurrence, two million (\$2,000,000) 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 LW 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: WestEd

Name: Lauren Wrotniak

Address:

730 Harrison Street
San Francisco, CA 94107

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

CONTRACTOR

WestEd

Patrick Jensen, Chief Financial Officer


Lauren Wrotniak
Lauren Wrotniak (Mar 29, 2024 13:26 PDT)

Name: Lauren Wrotniak , Title: Senior Director, Contracts
& Grants

Date

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management
Apr 10, 2024

Date



Fresno Unified School District
White Affinity Group DEI Support

Scope of Services and Proposed Activities
April 2024 – June 2025

Context for the Scope of Services

Leadership from the DEI and Leadership Development teams in Fresno Unified School District (FUSD) are seeking external consultant support to build the capacity of White-identifying educators to be better allies in the district's racial equity efforts. FUSD intends to support the establishment of a racial affinity group for White educators in the service of creating a more equitable community for leaders of color and students of color. The initial services sought will build internal capacity for White allyship, create a structure, collaborative approach, and learning agenda to launch and sustain a group of equity stewards committed to building their individual competencies in advancing racial equity.

WestEd's Approach to Building Cultural Proficiency

The goal of culturally responsive and sustaining education is to foster pluralistic learning environments that are healthy and responsive to and reflective of different racial and ethnic experiences. WestEd's coaching and professional learning related to equity is designed to give educators tools to "walk the talk" of cultural proficiency. This requires providing educators with opportunities to self-reflect about their own cultural identities and racialized experiences, as well as structured opportunities to practice applying core equity skills with peers. We've found in equity-focused professional learning that some White participants are reflecting for the first time on how their own experiences have been racialized. This kind of reflection is deeply personal and has the potential to lead to unintended harm for educators of color who are part of professional learning in groups with predominantly White participants.

We recommend providing aspiring equity stewards who are White-identifying with access to structured peer-to-peer learning opportunities focused on becoming better allies for their colleagues of color and students of color. These peer-to-peer learning opportunities for White-identifying educators would provide space for self-exploration, cultural self-assessment, and to engage in professional learning that is focused on deeply understanding what actions White allies can take to become equity-centered leaders in their schools and communities.

Making sure that educators of color feel welcomed and valued is essential to educator satisfaction and retention. In keeping with FUSD's commitment to increasing recruitment and retention of staff, strengthening the cultural proficiency of interested White-identifying teachers and leaders offers an important way to ensure FUSD is a positive, welcoming place for all educators. Creating a small, committed cadre of White-identifying equity leaders is a core element to creating and supporting a learning agenda that will enable additional aspiring equity stewards in the district to find their own personal connection and "why" as FUSD grows toward being a more culturally proficient community.

Research Base and Rationale

As educational researchers point out in the aptly named article “You Can’t Fix What You Don’t Look At” (Carter et al., 2016), educators working to address racial inequity in schools must acknowledge the role race and racism plays in educational outcomes. While efforts to address racial inequity should focus on centering the voices of and addressing the negative experiences and outcomes of those impacted by racism, engaging members of dominant groups (e.g., White) in these efforts can serve as important and necessary catalyst for change (Edwards, 2007). The services described in this proposal will work to support planning, creating, and sustaining a group of what are commonly referred to as social justice allies, through the creation of a White affinity group. This group will work to cultivate and enact a “vision of society in which the distribution of resources is equitable and all members are physically and psychologically safe and secure” (Bell, 1997, p. 3).

The work of this group includes examining the history of race and racism, as well as the current dynamics and forces related to race in schools today, referred to as Racial Literacy by research Yolanda Sealy-Ruiz (Price-Dennis & Sealey-Ruiz, 2021 p. 13). The goals of the development of racial literacy, include the development of an antiracist stance by members of dominant groups. Central to this work is engaging in what Sealy-Ruiz calls the *archeology of the self*, which is “a steady and deep self-excavation where racism, stereotypes, and bias live.” (Price-Dennis & Sealey-Ruiz, 2021 p. 26). This includes an examination of whiteness (Chandler-Ward & Denevi, 2023), as well as reflections on racial identity development (Tatum, 1992 & 2017).

White racial affinity spaces provide an opportunity for White people to process their own racial stress, ask questions, practice and how interrupt White supremacy with other white people, and practice holding each other accountable— without placing the burden of this work on the Black, Indigenous, and other People of Color (BIPOC) they work with. The goals of White affinity spaces include, but are not limited to (Chandler-Ward & Denevi, 2023 p.51):

- Develop positive racial identity development not based in superiority, saviorism, or guilt/shame, but in recognition of our shared racial experiences
- Gain a sense of our antiracist group membership and collective impact/power
- Build the skills necessary for recognizing how racism operates in order to take action both personally and systemically.

Overview of Scope of Services

WestEd will provide the services described below to help plan, launch and co-facilitate a professional learning community for educational leaders throughout the district who identify as White, with the purpose of building their capacity as culturally responsive leaders and anti-racist allies. In Phase I, as described below, WestEd intends to partner with FUSD leadership to form a steering committee to serve as a leadership structure for this group, and with these leaders, co-construct the group’s vision, learning goals, and intended activities. The activities described in Phase II below would then enable WestEd to support FUSD with the launch and support of a racial equity affinity group for White-identifying FUSD teachers and leaders that is responsive to the interests and learning needs of the FUSD community.



Intended Participants

The WestEd team will initially collaborate with a small steering committee of FUSD district or school leaders, of up to 5 individuals, to plan and coordinate core messaging and goals for the launch of a district-wide affinity group. The proposed in-person and virtual sessions in Phase II will target an expanded group of FUSD teachers and leaders (approximately 15-20) interested in peer-to-peer learning, skill-building, and leadership development focused on stewardship of racial equity efforts in the White-identifying educator community.

Proposed Phases and Activities

Phase I: April – June 2024 (\$35,000)

Project management and leadership development activities that WestEd will support FUSD with include:

- Development of messaging & recruitment efforts
- Identification and onboarding of steering committee/leadership group
- Coordination and collaboration with other affinity groups
- Development of collaborative learning agenda, topics of interest and calendar of meetings
- In-person kickoff session with FUSD leaders and potential steering committee members to learn about initial interests and goals (4 hour “retreat” style meeting in April/May)
- Regular meetings with steering committee to plan learning agenda and ongoing collaboration

Phase II: July 2024 – June 2025 (\$40,000)

Continue project management and leadership development activities.

Facilitation and professional learning support activities that WestEd will lead include:

- In-person facilitation of group launch with steering committee and other interested leaders to establish shared commitments and to continue to develop a learning agenda for the 24-25 school year (4-hour workshop in September or October)
- Regular virtual meetings with steering committee to reflect and plan for virtual sessions
- 6-8 virtual sessions (90 minutes, via Zoom) that provide structured discussion and learning opportunities focused on developing and applying key racial equity skills, including, for example:
 - Book studies
 - Problem of practice protocols
 - Discussion prompts and practice scenarios
- End of year retreat for reflection and planning with steering committee and other leaders (2-4 hours; virtual or in-person TBD, in June 2025)

Key Project Team Members

[Andrea Browning](#) (she/her) is a Director of Student-Centered Learning on WestEd’s [Culturally Responsive Systems team](#), through which she provides equity-focused professional learning and coaching for school, district, and state education practitioners and policymakers. Her expertise spans social and emotional learning, personalized learning, systems change, and culturally responsive pathways to a well-rounded education. Ms. Browning directs the [Engaging Equity](#) project for the Oregon Department of Education to design and implement professional learning about equity mindsets, practices, and systems for educators. She also co-directs the Lyon County, Nevada [Portrait of a Learner](#) project to design and implement a student-centered learning vision. Previously, Ms. Browning was the Deputy Director of WestEd’s partnership with the state of North Carolina to create a statewide action plan to ensure every child in the state receives a sound basic education, as mandated by the seminal [Leandro](#) lawsuit. Prior to joining WestEd, Ms. Browning led the U.S.



Department of Education's \$500 million Race to the Top-District program supporting school districts in their transformation to next generation, personalized learning environments. Her career in education began more than two decades ago as a community liaison in the Boulder Valley School District in Colorado.

[John Jacobs](#) (he/him) is a Senior Technical Assistance Specialist at WestEd. In his role, John delivers professional learning, technical assistance, coaching, consultation, and develops research and evidence-based tools, guides, and comprehensive equity audits. This work supports state education agencies, district and school-based leaders, and educators in creating culturally responsive and equitable educational systems, practices, dispositions, and environments. John is a skilled facilitator in the areas related to culture and identity (e.g., race, ability, gender, social class) and an experienced collaborator who has worked to embed equity and cultural responsiveness throughout district and state level policies and programs (e.g., Coaching, MTSS, PBIS, SEL).

[Lauren Trout](#) (they/them) is a Senior Associate at WestEd and has extensive experience facilitating White affinity spaces for racial equity. As a facilitator, Lauren centers connection, trust, critical thinking, and personal and collective reflection as praxis for equity. In multiracial spaces of racial equity work, Lauren often works with White groups to understand and undo mechanisms of supremacy and oppression. As part of WestEd's Resilient and Healthy Schools and Communities team, Lauren works with schools, communities, and larger education and justice systems to provide training, coaching, and technical support. A restorative justice practitioner by profession, Lauren uses restorative theory to shift trauma-informed practice, social-emotional wellbeing, and relationship-centered learning from being siloed programs into being paradigms, collective values, and guiding principles that inform and are embedded in structures and organizational culture.

Cost

The activities proposed in this scope of work are estimated at \$75,000, which is inclusive of all WestEd travel costs.

References:

- Bell, L. A. (1997). Theoretical foundations for social justice education. In M. Adams, L. A. Bell, & P. Griffin (Eds.), *Teaching for diversity and social justice: A sourcebook* (pp. 3–15). New York: Routledge.
- Carter, P. L., Skiba, R., Arredondo, M. I., & Pollock, M. (2016a). You can't fix what you don't look at. *Urban Education*, 52(2), 207–235. <https://doi.org/10.1177/0042085916660350>
- Chandler-Ward, J., & Denevi, E. (2023). *Learning and teaching while White: Antiracist Strategies for School Communities*. ROUTLEDGE.
- Edwards, K. E. (2007). Aspiring social justice ally identity development: A conceptual model. *NASPA Journal*, 43(4). <https://doi.org/10.2202/0027-6014.1722>
- Price-Dennis, D. M., & Sealey-Ruiz, Y. (2021). *Advancing racial literacies in teacher education: Activism for equity in Digital Spaces*. Teachers College Press.
- Tatum, B. (1992). Talking about race, learning about racism: The application of racial identity development theory in the classroom. *Harvard Educational Review*, 62(1), 1–25. <https://doi.org/10.17763/haer.62.1.146k5v980r703023>
- Tatum, B. D. (2017). *“Why are all the black kids sitting together in the cafeteria?” and other conversations about race*. Basic Books.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-11

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve the Amendment to the Agreement with Baltara Enterprises LP

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement between Fresno Unified and Baltara Enterprises. The Board approved the original agreement on April 26, 2023.

The current agreement with Baltara gives access to the Instructional Division to host meetings and training for staff at Factory 41. This facility gives access to district staff to collaborate and to promote the following:

- Communication and Idea Sharing
- Enhances Teamwork and Collaboration
- Facilitates Knowledge Sharing and Learning
- Builds a Sense of Community and Belonging
- Increases Employee Engagement and Satisfaction
- Supports Flexibility and Adaptability
- Encourages Innovation and Creativity

Since becoming available to staff, this space has been consistently reserved every week, except for a total of four weeks when the majority of staff were on holiday. This space creates an environment where employees can work together effectively, share ideas, learn from one another, and ultimately contribute to the overall success of the Instructional Division. The current agreement with Baltara will expire on April 30, 2024. This amendment will extend the term of the agreement through June 30, 2025. The monthly rent will be \$8,625 through June 30, 2025.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$120,750 are available in the Chief Academic Office Budget.

PREPARED BY: Tonisha Hargrove-Williams,
Executive Officer

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

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SUPERINTENDENT
Robert G. Nelson, Ed D

Amendment/Addendum

Date: April, 24, 2024

Regarding: Baltara Enterprises LP

Amendment: Baltara Enterprises LP currently provides Fresno Unified's Instructional Division access to rent one private suite (002) on their property, Factory 41 which hosts up to 50 individuals. Factory 41 has been consistently reserved every week by district staff except for a total of four weeks when the majority of staff are on holiday. This space creates an environment where employees can work together effectively, share ideas, learn from one another, and ultimately contribute to the overall success of the Instructional Division.

The Instructional Division's current agreement with Baltara will end on April 30, 2024. This amendment is to extend the term through June 30, 2025. The monthly rent will be \$8,625 for this extended term from May 01, 2024, through June 30, 2025.

Cost: The increase in cost will be \$120,750 from the current agreement amount of \$113,666 to the amended agreement amount of \$234,416 to cover the additional 14 months through June 30, 2025.


Will Dyck (Mar 25, 2024 13:54 PDT)

Mar 25, 2024

Reviewed & Approved by Vendor

Date



4-5-2024

Reviewed & Approved by Cabinet Level Officer

Date



4/10/24

Reviewed & Approved by Executive Director, Risk Management

Date

Reviewed & Approved by Chief Financial Officer

Date

FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

32080

Vendor Number

Baltara Enterprises LP

2025 N. Gateway #101, Fresno, CA 93727

Vendor Name

(559) 288-3925

Address

William Dyck

Phone Number

Vendor Contact

From: 4/27/2023

Through: 4/30/2024

Term (Duration)

FUSD Contract Administrator:

Natasha Baker

Chief Academic Office

(559)457-3731

Name

Site Dept

Telephone number

Budget (Fund-Unit-Dept.-Activity-Object) 030-0188-0601-1110-2100-5899

Annual Cost \$ 113,666.00

(Contract will not be authorized to exceed this amount w/o

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

Yes

No

Scope of Work Summary:

Amendment to agreement (see attached) to change landlord from BLDG Services LLC to Baltara Enterprises LP.

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

Date Item is to appear on Board of Education Agenda: NA
(Contracts of \$15,000.00 or more)

Will this contract be submitted with Bundled Contracts? No

Reviewed & approved by Cabinet Level Officer:

N. Baker
Signed

8/9/2023
Date

Reviewed & approved by Risk Management

[Signature]
Signed

8/12/2023
Date

Reviewed & approved by Department Head

N. Baker
Signed

8/9/2023
Date

Please return signed agreement back to (name@email) : Elvira.Galaviz@fresnounified.org

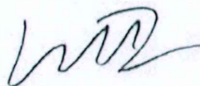
AMENDMENT TO AGREEMENT

August 1, 2023

That certain Lease by and between BLDG Services LLC as ("Sublandlord") and Fresno Unified School District as ("Subtenant") dated April 27, 2023 is amended as follows:

1. Recitals: On or around March 2023 Sublandlord BW Industries Inc. a Delaware Corporation dba BLDG Services LLC a California limited liability company ("Sublandlord") defaulted on its lease with property owner and Masterlandlord Baltara Enterprises LP ("Landlord"). Subsequently on or around June 2023 Sublandlord abandoned the premises, materially ceased operations, and ultimately filed bankruptcy. Landlord Baltara took possession of the property at 2721 Ventura on June 17, 2023 and has stepped in as direct Landlord replacing Sublandlord for all purposes, including the FUSD lease.
2. Paragraph 1.4 Description of the Premises – Shall now refer to the larger Suite 002 (formerly known as 010) and no longer refer to smaller Suite 003 (formerly known as 009). Tenant has already moved its personal property to the new suite and authorized Landlord to move the lock from 003 to 002.
3. Paragraph 1.10 Security Deposit – Security deposit was retained by BW Industries Inc. dba BLDG Services LLC and is now under the jurisdiction of the Trustee of the US Bankruptcy Court. Tenant is encouraged to file a creditors claim for return of its Security Deposit with the Bankruptcy Court of Delaware.
4. Paragraph 1.12 Contact for Notices – Shall now be Baltara Enterprises LP, 2025 N Gateway #101, Fresno, CA 93727 (559) 288-3925
will@summafresno.com for Landlord.

5. Paragraph 14.1 Common Areas – Shall be clarified that Tenant shall have access to up to 50 free parking stalls in the South parking lot commonly referred to as the Caltrans parking lot at any time 24 hours per day 7 days per week on a first come first serve basis for its employees and guests. This is unique from the West lot which is private reserved paid parking stalls 24/7.
6. Exhibit D Notice of Sublease Term Dates – Subparagraph 4 shall now specify rents be payable to Baltara Enterprises LP, 2025 N Gateway #101, Fresno, CA 93727.
7. Exhibit G Furniture – Landlord has provided Tenant with chairs, desks and furniture for approximately 50 persons as requested by Tenant. In accommodation for Landlord providing Tenant with the larger suite without increase of rent, the obligations of Landlord in respect to Exhibit G shall be considered satisfied.
8. All other terms and conditions of the Lease shall remain unchanged.



By: William Dyck

Baltara Enterprises LP

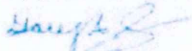

Patrick Jensen (Aug 18, 2023 14:54:00)

By: Patrick Jensen

Chief Financial Officer

Aug 18, 2023

Approved As To Form



8/12/2023

Stacey Sandoval, Executive Director
Risk Management

FEDERAL FUNDING WILL NOT BE USED



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

<u>Vendor Number</u> BLDG Services, LLC.,	<u>Address</u> 2721 Ventura, Fresno California 93721
<u>Vendor Name</u> 559-500-9881	<u>Vendor Contact</u> Beth Bily
<u>Phone Number</u>	<u>Through:</u> 4/30/2024
<u>From:</u> 4/21/2023	
<u>Term (Duration)</u>	
<u>FUSD Contract Administrator:</u> Dr. Natasha Baker	<u>Ed Ctlr/ Chief Academic Office</u> 559-457-3731
<u>Name</u>	<u>Site/Dept</u> <u>Telephone number</u>

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

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

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

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

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

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

Reviewed & approved by Cabinet Level Officer:	<u>A. Garcia</u>	<u>4/3/2023</u>
	<i>Signed</i>	<i>Date</i>
Reviewed & approved by Risk Management	<u>[Signature]</u>	<u>4/17/2023</u>
	<i>Signed</i>	<i>Date</i>
Reviewed & approved by Department Head	<u>A. Garcia</u>	<u>4/3/2023</u>
	<i>Signed</i>	<i>Date</i>

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

COMMERCIAL SUBLEASE

Name of Facility: Bitwise 41

Address of Facility: __2600 Ventura, Fresno California, 93721

_X_2721 Ventura, Fresno California, 93721

__700 Van Ness, Fresno California, 93721

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EXHIBITS

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

SUBLEASE

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

ARTICLE 1

FUNDAMENTAL LEASE PROVISIONS

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

1.2 **Subtenant:** Fresno Unified School District

1.3 **Effective Date (Section 3.1)** April 27, 2023

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

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

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

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

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

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

* This is a gross rent unless otherwise specified herein. The Monthly rent includes a purchase of furnitures and fixtures in the amount of \$22,665.20 and Tenant Improvements charges in the amount of \$1000 (detailed in Exhibits G and H)

1.9 Rent Increases. (Yes ___/No_X___). [If this is checked yes then insert a rent increase schedule here by months]

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

1.11 Options (Yes ___/No_X___) (If checked Yes see Section 3.7).

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

1.12 Contact for Notices (Section 18.16).

To Sublandlord:

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

To Subtenant: Fresno Unified School District

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

1.13 Guarantors (Yes ___/No_X___). [If there are Guarantors, a separate guarantee will need to be executed.]

1.14 Broker(s) (Section 18.10):

Sublandlord Broker: N/A

Subtenant Broker: N/A

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

1.15 Master Lease. The Parties acknowledge that this Sublease is made under the terms and conditions set forth in the Master Lease dated November 1, 2019 between the Sublandlord and DURANT ENTERPRISES, L.P. a California limited partnership and BALTARA ENTERPRISES, L.P., a California limited

partnership ("Master Landlord"), as may be amended from time to time. This Sublease is subject to and subordinate to that Master Lease. If there is any inconsistency between the requirements of this Sublease and the Master Lease as it applies to the Parties, the Master Lease shall control.

ARTICLE 2

PREMISES

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

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

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

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

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

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

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

ARTICLE 3

TERM

3.1 Effective Date. The date when both Parties have executed this Sublease shall for all purposes be the "Effective Date."

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

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

- (i) an original, fully executed Sublease to Subtenant; and
- (ii) the Premises to Subtenant ready for it to be occupied.

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

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

3.6 Surrender of the Premises. At the expiration of the Sublease Term or earlier termination of the Sublease, Subtenant shall remove all of its Personal Property (as defined in Article 9 below) from the

Premises and surrender possession of the Premises to Sublandlord in broom clean condition and good state of repair, except ordinary wear and tear, damage or destruction covered by Article 12, and any repair Sublandlord is obligated to perform pursuant to the Sublease.

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

- (i) the Subtenant is not in default under any term or condition of the Sublease;
- (ii) the Subtenant has notified the Sublandlord in writing at least one hundred twenty (120) days prior to the end of the current Term of the exercise of the Option;
- (iii) the terms and conditions of this Sublease shall continue to control the relationship of the Parties during any Option period; and
- (iv) the Rent shall, during the Option periods, be based on the amounts shown in Section 1.11a.

ARTICLE 4
POSSESSION, USE AND OPERATION

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

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

- (i) the sale or display of pornography, nudity, graphic violence, drug paraphernalia, or any goods and/or services which, in the sole discretion of Sublandlord, are inconsistent with the image of the Facility;
- (ii) conducting an auction, distress, fire, bankruptcy or going-out-of-business sale;
- (iii) causing or permitting waste to occur in the Premises;
- (iv) depositing its trash and rubbish in other than those receptacles provided by Sublandlord;
- (v) (unless otherwise permitted by this Sublease) keeping live animals of any kind;
- (vi) advertising by means or any medium that can be heard or experienced outside the Premises; and
- (vii) displaying or selling merchandise on place carts, portable signs, devices or any other objects, outside the defined exterior walls or roof and permanent doorways of the Premises.

Except as otherwise provided herein, Subtenant shall, at its cost, comply with all laws relating to the use, occupancy, maintenance, repair and alteration of the Premises. As to its leasehold estate, Subtenant and all persons in possession thereof will conform to and will not violate the terms of any matters of record affecting the realty underlying the Premises, whether now existing or hereafter created. Subtenant shall not sell merchandise from vending machines or allow any coin- or token-operated vending, video, pinball or gaming machines in the Premises. At Subtenant's sole expense, Subtenant shall procure, maintain and hold available for Sublandlord's inspection any governmental license or permit required for the proper and lawful conduct of Subtenant's business.

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

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

- (i) operate and conduct within the Premises the business which it is permitted to operate and conduct as set forth in Section 1.5, except while the Premises are untenable by reason of fire or other casualty;
- (ii) maintain within the Premises an adequate stock of merchandise together with sufficient personnel to service and supply the usual and ordinary requirements of its customers; and
- (iii) maintain regular hours of business consistent with other Subtenants in the Facility.

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

4.6 **Interior Window Signage.** Subtenant shall have the right to place signage on the interior windows and facade of the Premises, whether visible or not from the exterior ("Interior Signage"), provided Subtenant's Interior Signage is:

- (i) of professional quality;
- (ii) presented in a first-class manner;
- (iii) consistent with the majority of Subtenant's similar leases nationwide, if any;
- (iv) consistent with the Sign Criteria, rules and regulations governing the Facility; and
- (v) subject to all applicable local governmental laws, rules, regulations, codes and other approvals.

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

ARTICLE 5

RENT

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

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

5.3 **Interest on Late Payments; Late Charge.** If Subtenant fails to pay, within ten (10) days after the same is due and payable, the Rent or any additional amounts that come due to the Sublandlord, if any,

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

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

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

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

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

ARTICLE 6 UTILITIES & SERVICES

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

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

6.3 No Sublandlord Liability for Interruption of Service. Sublandlord shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of Utilities/Services to the Premises. No such discontinuance, failure or interruption shall be deemed a constructive eviction of Subtenant or entitle Subtenant to terminate this Sublease or withhold payment of any Rent due under this Sublease.

6.4 Rent Abatement. Notwithstanding any other provisions of this Sublease, in the event there is an interruption of essential (denying reasonable access to operational requirements) Utilities/Services ("Essential Services") to the Premises by reason of negligence or willful misconduct by Sublandlord or Sublandlord's employees, contractors or agents, which interruption prevents Subtenant from using the Premises for the conduct of its business for a period in excess of five (5) consecutive business days, and provided Subtenant does not occupy the Premises during such period, then Subtenant shall be entitled to abate the payment of Rent due pursuant to the terms of this Sublease for a period commencing on the sixth (6th) business day of the interruption of such Essential Services and ending on the earlier of:

- (i) the date Subtenant reoccupies the Premises for the conduct of its business therein; or
- (ii) the date Sublandlord shall have restored the provision of the Essential Services so interrupted.

ARTICLE 7
INDEMNITY; INSURANCE

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

- (i) any labor dispute involving Subtenant or its contractors or agents;
- (ii) the construction, repair, alteration, improvement, use, occupancy or enjoyment of the Premises by Subtenant, its agents, employees, contractors or invitees; or
- (iii) a breach of Subtenant's obligations hereunder (hereinafter referred to as "Claims").

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

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

- (i) **General Liability with General Aggregate Amount and Per Occurrence Limit.** Commercial General Liability with General Aggregate Amount and Per Occurrence Limit insurance for personal injury and property damage with coverage limits of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and, in the aggregate (or such greater amount as Sublandlord's lender may require or as Sublandlord may reasonably request from time to

time), insuring against any and all liability of the insured with respect to said Premises or arising out of the maintenance, use or occupancy thereof. All such insurance shall specifically insure the performance by Subtenant of the indemnity agreement contained in Section 7.1. During any construction performed by or on behalf of Subtenant, Subtenant shall obtain a "course of construction" endorsement to such insurance.

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

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

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

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

- (A) merchandise;
- (B) Fixtures, including the items specified as Subtenant's Work;
- (C) Improvements permitted under Article 8; and
- (D) Personal Property from time to time in, on or upon the Premises.

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

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

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

7.3 Form of Policies. All policies of insurance required under Section 7.2 shall be issued by insurance companies qualified to do business in the state where the Facility is located and holding a

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

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

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

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

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

contents or portions of the Facility, arising from any risk generally covered by the insurance Sublandlord and Subtenant are required to carry and maintain under the Article.

ARTICLE 8

SUBTENANT'S RIGHT TO MAKE IMPROVEMENTS; MECHANIC'S LIENS

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

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

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

8.4 Subtenant's Covenants. Subtenant agrees that it shall pay or cause to be paid all costs of labor, services and/or materials supplied in the prosecution of any work done or caused to be done on the Premises, and Subtenant will keep the Premises free and clear of all mechanic's liens and other such liens on account of work done for Subtenant or persons claiming under Subtenant. If Subtenant desires to contest any such claim of lien, it shall either:

- (i) post a mechanic's lien release bond issued by a responsible corporate surety in an amount sufficient to satisfy statutory requirements therefor in the state where the Facility is located; or
- (ii) furnish Sublandlord with adequate security for the amount of the claim plus estimated costs and interest; and
- (iii) promptly pay or cause to be paid all sums awarded to the claimant on its suit.

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

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

- (i) paying the claimant an amount sufficient to settle and discharge the claim;
- (ii) posting a mechanic's lien release bond; or
- (iii) taking such action as Sublandlord shall deem appropriate.

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

ARTICLE 9 PERSONAL PROPERTY; FIXTURES

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

9.2 **Items Affixed to the Premises.** Subtenant's Improvements, Subtenant's Work and any Personal Property allowed to be installed in the Premises that becomes realty under applicable law are collectively referred to in this Sublease as "Fixtures" and shall become the property of Sublandlord upon the expiration or earlier termination of this Sublease.

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

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

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

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

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

ARTICLE 10

ASSIGNMENT AND SUBLETTING

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

(i) "Transfer" means any:

(A) assignment of some or all of Subtenant's interest, rights and duties in the Sublease and/or the Premises, including Subtenant's right to use, occupy and possess the Premises; or

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

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

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

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

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

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

(ii) in Sublandlord's reasonable business judgment, the present net worth of the Transferee is less than the greater of Subtenant's net worth (and the net worth of Subtenant's guarantor, if any) at the Effective Date or Subtenant's net worth (and the net worth of Subtenant's guarantor, if any) at the date of Subtenant's request for consent to the Occupancy Transaction; or

(iii) the proposed Occupancy Transaction would breach any covenant of Sublandlord respecting radius, location, use or exclusivity in any other lease, financing agreement or other agreement relating to the Facility.

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

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

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

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

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

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

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

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

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

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

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

10.6 Sublandlord's Option as to Subject Space. Notwithstanding anything to the contrary contained in this Article 10, Sublandlord shall have the option, by giving written notice to Subtenant within ten (10) days after receipt of any Occupancy Transaction Notice, to recapture the Subject Space. In the event such option is exercised by Sublandlord, this Sublease shall be canceled and terminated with respect to the Subject Space as of the date stated in the Occupancy Transaction Notice as the effective date of the proposed Transfer until the last day of the term of the Transfer as set forth in the Occupancy Transaction Notice. In the event of a recapture by Sublandlord, if this Sublease shall be canceled with respect to less

than the entire Premises, the Rent reserved herein shall be prorated on the basis of the number of rentable square feet retained by Subtenant in proportion to the number of rentable square feet contained in the Premises, and this Sublease as so amended shall continue thereafter in full force and effect, and, upon request of either party, the Parties shall execute written confirmation of the same. If Sublandlord declines or fails to timely elect to recapture the Subject Space under this Section, then, provided Sublandlord has consented to the proposed Transfer, Subtenant shall be entitled to transfer the Subject Space to the proposed Transferee, subject to the provisions of this Article 10.

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

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

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

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

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

(A) any transfer of such stock; or

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

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

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

ARTICLE 11
REPAIRS AND MAINTENANCE

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

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

- (i) all meters, pipes, conduits, equipment, components and facilities (whether or not within the Premises) that supply the Premises with Utilities on an exclusive basis (except as the appropriate utility company has assumed these duties);
- (ii) any heating, ventilation and air-conditioning system ("HVAC Systems") exclusively serving the Premises;
- (iii) all Fixtures and other equipment installed in the Premises;
- (iv) all exterior and interior glass installed in the Premises;
- (v) the storefront;
- (vi) all store locks and closing devices;
- (vii) all window sashes, casements and frames;
- (viii) doors and door frames;
- (ix) loading dock (if any);
- (x) floor coverings, including carpeting, terrazzo and other special flooring; and
- (xi) all such items of repair, maintenance, alteration, improvement or reconstruction in the interior of the Premises necessitated by:

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

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

All replacements made by Subtenant in accordance with this Section shall be of like size, kind and quality to the items replaced as they existed when originally installed and shall be subject to Sublandlord's approval.

11.3 Limitation on Sublandlord's Obligations. Subtenant waives and releases its right to make repairs at Sublandlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute or ordinance now or hereafter in effect.

ARTICLE 12

DAMAGE, DESTRUCTION AND RECONSTRUCTION

12.1 Casualty Insured by Sublandlord. In the event the Premises are damaged by fire or other perils covered by Sublandlord's insurance, Sublandlord shall within a period of ninety (90) days thereafter commence repair, reconstruction and restoration (collectively referred to as "Reconstruction" in this Article) of the Premises. If the cost of Reconstruction exceeds the amount of insurance proceeds actually received by and available to Sublandlord for Reconstruction, Sublandlord may elect to terminate this Sublease by giving notice thereof to Subtenant within fifteen (15) days following Sublandlord's determination that the cost of Reconstruction will exceed the insurance proceeds; provided, however, Subtenant may rescind Sublandlord's election to so terminate this Sublease by paying to Sublandlord the difference between the cost of Reconstruction and the insurance proceeds within fifteen (15) days from the date Sublandlord gives such termination notice to Subtenant, in which event this Sublease shall not terminate and Sublandlord shall diligently prosecute the Reconstruction to completion.

12.2 Casualty near End of Term. In the event of partial or total destruction of the Premises during the last year of the Sublease Term, Sublandlord and Subtenant shall each have the option to terminate this Sublease on notice to the other of exercise thereof within thirty (30) days after such destruction. For purposes of this Article, "partial destruction" shall mean destruction to an extent of at least thirty-three and one-third percent (33.333%) of the Premises.

12.3 Uninsured Casualty. In the event the Premises are damaged by any casualty not covered by Sublandlord's insurance to any extent whatsoever, Sublandlord shall have the election, and shall within ninety (90) days following the date of such damage give Subtenant written notice of Sublandlord's election, either to perform and complete Reconstruction or terminate the Sublease.

12.4 Construction Provisions. In the event of any Reconstruction of the Premises under this Article, said Reconstruction shall substantially return the Premises to its condition prior to the casualty. Sublandlord shall not be responsible for Subtenant's Personal Property in the Facility.

12.5 Release of Liability. Upon any termination of this Sublease under any of the provisions of this Article, the Parties shall be released thereby without further obligation to the other party coincident with the surrender of possession of the Premises to Sublandlord, except for its obligations which have theretofore accrued and are then unpaid. In the event of termination, all proceeds from Subtenant's insurance (including self-insurance and deductibles) maintained pursuant to Article 7, covering Subtenant's Fixtures, but excluding proceeds for Subtenant's merchandise and Personal Property, shall be disbursed and paid to Sublandlord.

12.6 Abatement of Rent. In the event of Reconstruction as herein provided, then the Rent shall be abated proportionately with the degree to which Subtenant's use of the Premises is impaired, commencing upon the date of the casualty and continuing until the date which is the earlier of:

- (i) the date Subtenant recommences normal business in the portion of the Premises affected by the Reconstruction; or
- (ii) the date that the coverage for the rental interruption insurance maintained by Sublandlord under Article 7 terminates.

Subtenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation to pay any additional amounts due shall remain in full force and effect. Subtenant shall not be entitled to any compensation or damages from Sublandlord for loss of use of the whole or any part of the Premises, the building of which the Premises are a part, Subtenant's Personal Property, or any inconvenience or annoyance occasioned by such damage, Reconstruction or replacement. Subtenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Sublandlord is obligated to restore or may restore under any of the provisions of this Sublease.

12.7 Major Destruction. Notwithstanding any of the foregoing provisions of this Article, should there be a partial or total destruction of the Facility at any time after the Effective Date, Sublandlord shall have the right to terminate this Sublease on notice to Subtenant within thirty (30) days after such destruction. Notwithstanding anything to the contrary contained herein, Sublandlord shall not exercise its election to terminate this Sublease pursuant to this Section unless concurrently therewith Sublandlord is terminating the leases of the other Subtenants representing a majority of the leased square feet which are located within the Facility.

ARTICLE 13 CONDEMNATION

13.1 Permanent Taking. If any portion of the Premises or the Common Area shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof, and such taking renders the Premises unsuitable, in the reasonable judgment of Sublandlord, for Subtenant's business operations, then Subtenant may terminate this Sublease by giving written notice to Sublandlord within twenty (20) days after such taking. In addition, if at least ten percent (10%) of the Facility shall be permanently taken under any right of eminent domain, or any transfer in lieu thereof, then Sublandlord may terminate this Sublease by giving written notice to Subtenant within twenty (20) days after such taking. In the event of such termination, Subtenant shall thereupon be released from any liability thereafter accruing hereunder. The Rent for the last month of Subtenant's occupancy shall be prorated, based on a thirty (30)-day month, and Sublandlord shall refund to Subtenant any Rent paid in advance. If this Sublease is not so terminated, Sublandlord shall repair and restore the Premises and/or the Facility, as the case may be, as practicable (but shall not be required to expend more than the amount of the award

received by Sublandlord for such purpose), and this Sublease shall continue, but commencing with the date on which Subtenant is deprived of the use of any portion of the Premises or of any rights under this Sublease, the Minimum Rent shall be proportionately abated or reduced, based on the extent to which Subtenant's use of the Premises is impaired, as reasonably determined by Sublandlord.

13.2 Award. Any and all awards payable by the condemning authority or other governmental agency in connection with a taking under the right of eminent domain shall be the sole property of Sublandlord; provided, however, that nothing contained herein shall prevent Sublandlord and Subtenant from prosecuting separate claims in any condemnation proceeding for the values of their respective interests, provided that the award which would otherwise be payable to Sublandlord is not diminished by Subtenant's prosecution of a separate claim.

13.3 Waiver of Right to Terminate. Sublandlord and Subtenant each hereby waive the provisions of any law, including without limitation California Code of Civil Procedure Section 1265.130, allowing either Party to petition a court to terminate this Sublease, in the event of a condemnation of the Premises.

ARTICLE 14 COMMON AREA

14.1 Definition of "Common Area." The term "Common Area" refers to all improved and unimproved areas within the boundaries of the Facility (including additional land acquired by Sublandlord) that are now or hereafter made available for the general use, convenience and benefit of Sublandlord, Subtenants, other persons entitled to occupy Floor Area in the Facility and/or their customers, patrons, employees and invitees, including, without limitation, all automobile parking areas, driveways, outdoor seating areas, mall areas, sidewalks, curbs, service and/or delivery facilities and landscaped areas, and such public transportation facilities and landscaped areas as are contiguous with and benefit the Facility.

14.2 Use of Common Area. Subject to the provisions of Article, Subtenant and its employees and invitees are authorized, empowered and privileged to use the Common Area together with other persons after the Effective Date. Sublandlord agrees to maintain and operate, or cause to be maintained and operated (except as hereinafter provided with reference to cost of maintenance), the Common Area at all times following completion thereof for the benefit and use of the customers and patrons of Subtenant, and of other Subtenants, owners and occupants of the Facility.

14.3 Common Area Maintenance and Repair. Sublandlord shall keep or cause to be kept said Common Area in a neat, clean and orderly condition, properly lighted and landscaped, and shall repair, maintain or replace as Sublandlord shall deem necessary all equipment and facilities thereof.

14.4 Control of Common Area. Sublandlord shall at all times have the right and privilege of determining the nature and extent of the Common Area, and of making such changes therein and thereto from time to time which in its opinion are deemed to be desirable and for the best interests of all persons using the Common Area. Sublandlord shall at all times have the sole and exclusive control of the Common Area. The rights of Subtenant with respect to the Common Area shall at all times be subject to the rights of Sublandlord, the other Subtenants of Sublandlord, and the other owners of the

Facility to use the same in common with Subtenant. It shall be the duty of Subtenant to keep all of the Common Area free and clear of any obstructions created or permitted by Subtenant or resulting from Subtenant's operation. Except to the extent covered by the general liability insurance on the Common Area, Subtenant assumes all responsibility and liability, and releases Sublandlord from all responsibility and liability, for the protection of Subtenant and its employees, agents, contractors, licensees, customers and guests, and the property thereof, from all acts of third parties, regardless of whether or not Sublandlord elects to provide security service at the Facility. Subtenant acknowledges that Sublandlord may or may not provide security services within the Common Area. Sublandlord shall have no obligation to hire, maintain or provide such services, which may be withdrawn or changed at any time with or without notice to Subtenant or any person and without liability to Sublandlord. Notwithstanding the foregoing, if a portion of the Common Area is not on Sublandlord's Property, Sublandlord's only obligation with respect to the maintenance, operation and repair of such portion of the Common Area shall be to use reasonable efforts to compel the responsible party or parties to discharge its or their obligations with respect thereto, and then only if Sublandlord has actual notice from Subtenant of the failure of performance of such obligations by such party or parties. Such costs of enforcement shall be Common Area Expenses. In no event will Sublandlord be in default hereunder if Sublandlord is taking reasonable steps with all due diligence after notice from Subtenant to compel the responsible party or parties to discharge its or their obligations with respect to the maintenance, operation and repair of the Common Area in the balance of the Facility.

14.5 Rules and Regulations. Subtenant shall abide by the Rules and Regulations governing the Facility which Sublandlord may establish and/or amend from time to time for the proper and efficient operation and/or maintenance of the Common Area or any portion thereof. Such Rules and Regulations may specify, without limitation, when the Common Area shall be open for use and when and where Subtenant and its employees may park their vehicles in the Common Area.

14.6 Restrictions on Employee Parking. Employees of Subtenant shall not park their automobiles in those automobile parking areas of the Common Area which Sublandlord may from time to time reasonably designate for use by patrons of the Facility.

14.7 Employee Parking Permits. The Sublandlord may at its option issue parking permits (and at its option charge a reasonable fee for such permits) to the Subtenant for its employees. Such permits will allow employees to park in designated employee parking areas. Subtenant shall furnish Sublandlord with the automobile license numbers of Subtenant and Subtenant's employees within fifteen (15) days after taking possession of the Premises and shall thereafter notify Sublandlord of any change thereto within five (5) days after such change occurs.

14.8 Parking Fines. If Subtenant or its employees fail to park their cars in the designated parking areas or park without a permit, Sublandlord may charge Subtenant Twenty-Five Dollars (\$25.00) per car per day for each day or partial day that any car is parked in any area other than those designated and permitted; provided, however, Sublandlord agrees to give Subtenant notice of the first two violations of this provision. Following more than one (1) violation by Subtenant or its employees, Sublandlord shall have the right to cause violating vehicles to be towed, at Subtenant's sole cost and expense, from the

Premises. After notice of such first violation, no prior notice of any subsequent violation shall be required. All amounts due under provisions of this Section shall be payable by Subtenant upon demand by Sublandlord and shall constitute additional amounts due.

ARTICLE 15
DEFAULTS BY SUBTENANT; REMEDIES

15.1 Events of Subtenant's Default. The occurrence of any of the following shall constitute a default by Subtenant and a breach of this Sublease:

(i) **Failure to Pay Rent.** Failure to pay any amount of Rent, or any other charge under this Sublease when due in accordance with the provisions of this Sublease, and the continuance of such failure for a period of seven (7) days after written notice from Sublandlord to Subtenant specifying the nature of such failure;

(ii) **Failure to Execute Documents.** The failure of Subtenant to execute any documents referenced in Article 17 within the time periods set forth in such Article if the failure continues for a period of fourteen (14) days after Subtenant's receipt from Sublandlord of a written notice of such failure delivered following the expiration of the applicable time period set forth in Article 17;

(iii) **Breach of Operating Covenants.** Failure to occupy and operate the Premises in accordance with Article 4, and the continuance of such failure for a period of fourteen (14) days after written notice from Sublandlord to Subtenant specifying the nature of such failure; or

(iv) **Other Defaults.** Failure to perform fully and promptly any covenant or condition of this Sublease and the continuance of such failure for a reasonable period not to exceed thirty (30) days; provided, however, that if such failure not involving a hazardous condition cannot reasonably be cured within such period, Subtenant shall not be deemed to be in default hereunder if Subtenant promptly commences such cure within such period and thereafter diligently pursues such cure to completion within a reasonable period.

The notices provided in this Section 15.1 shall be in lieu of, and not in addition to, any notice required by Section 1161 et seq. of the California Code of Civil Procedure as a condition precedent to the commencement of legal action against Subtenant for possession of the Premises.

15.2 Sublandlord's Rights and Remedies. Should Subtenant be in default under this Sublease, Sublandlord may exercise any of the following rights without further notice or demand of any kind to Subtenant or any other person, except as required by applicable law:

(i) **Termination of Sublease.** The right of Sublandlord to terminate this Sublease and Subtenant's right to possession of the Premises and to reenter the Premises, take possession thereof, and remove all persons therefrom, following which Subtenant shall have no further claim thereon or hereunder;

(ii) **Reentry of the Premises.** Sublandlord has the right described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Sublandlord also has the right, without terminating this Sublease and Subtenant's right to possession of the Premises, to reenter the Premises and occupy the whole or any part thereof for and on account of Subtenant and to collect any unpaid Rent and other charges which have become payable or which may thereafter become payable; or

(iii) **Termination after Reentry.** The right of Sublandlord, even though it may have reentered the Premises in accordance with Subsection (ii), to elect thereafter to terminate this Sublease and Subtenant's right to possession of the Premises.

The rights and remedies given to Sublandlord in this Section shall be additional and supplemental to all other rights or remedies which Sublandlord may have under laws in force when the default occurs.

15.3 Sublandlord's Damages. Should Sublandlord terminate this Sublease and Subtenant's right to possession of the Premises, pursuant to the provisions of Article, Sublandlord may recover from Subtenant as damages, all of the following:

(i) **Delinquent Rent.** The worth at the time of award of any unpaid Rent that had been earned at the time of such termination;

(ii) **Rent after Termination until Judgment.** The worth at the time of award of the amount by which the unpaid Rent that would have been earned after termination until the time of award exceeds the reasonable fair market value of the Premises for such period;

(iii) **Rent after Judgment.** The worth at the time of award of the amount by which the unpaid Rent for the balance of the Sublease Term after the time of award exceeds the reasonable fair market value of the Premises for such period; and

(iv) **Other Compensation.** Any other amount necessary to compensate Sublandlord for all the detriment proximately caused by Subtenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom.

15.4 Meaning of "Worth at the Time of the Award." As used in Sections 15.3.(i) and (ii), the "worth at the time of award" is computed by allowing interest at the Interest Rate. For 15.3.(iii) "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

15.5 No Continuing Waiver. The waiver by Sublandlord of any breach or partial performance of any term, covenant or condition contained in this Sublease shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach thereof, or of any other term, covenant or condition contained in this Sublease.

15.6 Right to Cure. If Subtenant fails, refuses or neglects to perform any obligation under this Sublease in the time and manner required herein, Sublandlord shall have the right, but not the obligation, to do the same, but at the expense and for the account of Subtenant. The amount of money so expended or obligations so incurred by Sublandlord, together with interest thereon at the Interest Rate, shall be repaid to Sublandlord as any additional amounts due within five (5) days of Subtenant's receipt of written notice thereof. Sublandlord's performance of such obligations shall not waive any default by Subtenant hereunder.

15.7 Duty to Mitigate. Notwithstanding anything to the contrary contained herein, subject to Sublandlord's rights under the Article, Sublandlord agrees to use commercially reasonable efforts to relet the Premises upon commercially reasonable terms in accordance with then-current market conditions in order to minimize Subtenant's damages in the event of a default by Subtenant hereunder resulting in a termination of this Sublease. Sublandlord shall not, however, be required to give the Premises preference over other vacant space in the Facility in attempting to relet the same.

ARTICLE 16

DEFAULTS BY SUBLANDLORD; REMEDIES

16.1 Sublandlord's Default. Sublandlord shall not be in default hereunder unless Sublandlord fails to perform the obligations required of Sublandlord within a reasonable time, but in no event later than thirty (30) days after notice by Subtenant to Sublandlord specifying the nature of Sublandlord's failure to perform; provided, however, that if the nature of Sublandlord's obligation is such that more than thirty (30) days are required for performance, then Sublandlord shall not be in default if Sublandlord commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In no event shall Subtenant have the right to terminate this Sublease as a result of Sublandlord's default, and Subtenant's remedies shall be limited to monetary damages; provided however, that in no event shall Sublandlord be liable under any circumstances for any consequential damages incurred by Subtenant, including, without limitation, any injury to, or interference with, Subtenant's business, (including any loss of profits) arising in connection with this Sublease. Nothing herein contained shall be interpreted to mean that Subtenant is excused from paying Rent due hereunder as a result of any default by Sublandlord.

16.2 Subtenant Recourse against Sublandlord. It is expressly understood and agreed that, notwithstanding anything in this Sublease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Sublandlord hereunder and any recourse by Subtenant against Sublandlord shall be limited solely and exclusively to the interest of Sublandlord in and to the Facility, and neither Sublandlord nor any of its constituent partners shall have any personal liability therefor, and Subtenant, on behalf of itself and all persons claiming by, through or under Subtenant, hereby expressly waives and releases Sublandlord and such partners from any and all personal liability.

16.3 Failure to Reasonably Consent. If Sublandlord impermissibly fails to give any consent required hereunder, Subtenant shall be entitled to specific performance in equity and shall have such other remedies as are reserved to it under this Sublease, but in no event shall Sublandlord be responsible in

monetary damages for such failure to give consent unless said consent is withheld maliciously or in bad faith.

ARTICLE 17

SUBORDINATION; ATTORNMENT; ESTOPPEL

17.1 Subordination. This Sublease, and all of Subtenant's rights and interest in the leasehold estate hereunder, shall automatically be subject and subordinate to:

(i) any Mortgages and/or ground leases which encumber the Premises or the land in which the Premises are located that now encumber, or may hereafter be placed upon, the Premises, and to the rights of the mortgagees or beneficiaries or ground lessees thereunder, any and all advances made or to be made thereunder, the interest thereon, and all modifications, renewals, replacements and extensions thereof, subject to the terms of the Subordination, Non-Disturbance and Attornment Agreement (as defined below); and,

(ii) any of-record reciprocal easement agreement, grant of easements, or declaration of conditions, covenants and restrictions, provided that the holder of such Mortgage and any ground lessor shall, by acceptance of such subordination or attornment as provided in Section 17.2 hereof, agree that Subtenant shall not be disturbed in its possession or use of the Premises, provided Subtenant pays the Rent and any other charge due under the Sublease and observes and performs all of its obligations under this Sublease.

17.2 Acknowledging Subordination. Upon request, Subtenant shall promptly execute and deliver to Sublandlord, or any such mortgagee or beneficiary or ground lessor, any documents or instruments required by any of them to evidence subordination of this Sublease hereunder. If Subtenant fails or refuses to do so within ten (10) days after written request therefor by Sublandlord or such mortgagee or beneficiary or ground lessor, then Subtenant shall be in default hereunder.

17.3 Non-Disturbance. Notwithstanding anything to the contrary contained in this Sublease, as a condition to Subtenant's obligations under this Sublease, Sublandlord shall use its best good faith efforts to obtain appropriate non-disturbance agreements in favor of Subtenant from all existing and future holders of mortgages or ground leases on the Facility in a commercially reasonable form.

17.4 Attornment by Subtenant. Upon either a sale by the Master Landlord of the Facility or the enforcement of any rights or remedies under any Mortgage to which this Sublease is subordinated (including proceedings for judicial foreclosure or a trustee's sale pursuant to a power of sale, or deed in lieu of foreclosure delivered by Master Landlord to the mortgagee or beneficiary thereunder), Subtenant shall, at the election of the purchaser or transferee under such right or remedy, attorn to and recognize such purchaser or transferee as Subtenant's Master Landlord under this Sublease. Subtenant shall execute and deliver any document or instrument required by such purchaser or transferee confirming the attornment hereunder.

17.5 Estoppel Certificate. At any time and from time to time on not more than fifteen (15) days' notice from Sublandlord, Subtenant shall execute and deliver to Sublandlord a written statement in form and substance reasonably required by Sublandlord confirming certain matters concerning this Sublease ("Estoppel Certificate"). Subtenant's failure to execute and deliver the Estoppel Certificate or, if Subtenant disputes the accuracy of any statement(s) contained in the Estoppel Certificate, Subtenant's failure to notify Sublandlord in writing and with specificity why it disputes the accuracy of such statements, within said fifteen (15)-day period shall:

(i) constitute a default hereunder; and

(ii) deem to make conclusive and binding upon Subtenant the statements contained in the Estoppel Certificate as true and correct, without exception.

Unless Subtenant shall have notified Sublandlord in writing within said fifteen (15)-day period of any qualifications Subtenant may have to the statements in the Estoppel Certificate, anyone transacting with Sublandlord in a Sale or Mortgage of the Premises shall have the right to rely on the accuracy of such statements, whether actually made by Subtenant in the Estoppel Certificate or deemed made by Subtenant pursuant to this Section. The Master Landlord may also from time to time request from the Subtenant an Estoppel Certificate, and the Subtenant shall be obligated under this Section to provide it to the Master Landlord.

17.6 Form of Subordination, Non-Disturbance and Attornment Agreement. Notwithstanding the foregoing, the initial Subordination, Non-Disturbance and Attornment Agreement ("Subordination, Non-Disturbance and Attornment Agreement") shall be in the form attached hereto as Exhibit E.

ARTICLE 18 MISCELLANEOUS

18.1 Severability; Construction of Provisions. It is agreed that if any provision of this Sublease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Sublease, and all such other provisions shall remain in full force and effect.

18.2 Entire Agreement; Interpretation. It is understood that there are no oral or written agreements or representations between the Parties hereto affecting this Sublease, and that this Sublease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Sublandlord and Subtenant with respect to the subject matter thereof, and none thereof shall be used to interpret, construe, supplement or contradict this Sublease. Although the printed provisions of this Sublease were drawn by Sublandlord, the Parties hereto agree that this circumstance alone shall not create any presumption, canon of construction or implication favoring the position of either Sublandlord or Subtenant. The Parties agree that any deletion of language from this Sublease prior to its mutual execution by Sublandlord and Subtenant shall not be construed to have any particular meaning or to

raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse of the deleted language.

18.3 Governing Law. The laws of the State of California shall govern the validity, performance and enforcement of this Sublease. Venue shall be in the County of California where the Facility is located. Sublandlord and Subtenant hereby waive their right to trial by jury.

18.4 Force Majeure. The occurrence of any of the following events shall excuse such obligations of Sublandlord or Subtenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues:

- (i) lockouts;
- (ii) labor disputes;
- (iii) acts of God;
- (iv) inability to obtain labor, materials or reasonable substitutes therefor;
- (v) governmental restrictions, regulations or controls;
- (vi) judicial orders;
- (vii) enemy or hostile governmental action;
- (viii) civil commotion;
- (ix) fire or other casualty; and
- (x) other causes beyond the reasonable control of the Party obligated to perform.

Notwithstanding the foregoing, the occurrence of such events shall not excuse Subtenant's obligations to pay Rent and any additional amounts due (except as provided in Article 12); moreover, should the work performed by Subtenant or Subtenant's contractor result in a strike, lockout and/or labor dispute, such strike, lockout and/or labor dispute shall not excuse Subtenant's performance.

In order for a Party to avail itself of this Section, it must provide the other Party written notice of its intent to claim force majeure within seven (7) days of the period commencing where it contends force majeure has commenced.

18.5 Amendments and Waivers. To be effective and binding on Sublandlord and Subtenant, any amendment, modification, addition, deletion to or waiver of the provisions of this Sublease must be made in writing and executed by both Parties (or the waiving Party) in the same manner as the Sublease itself.

18.6 Time of Essence. Time is of the essence in the performance of all covenants and conditions in this Sublease for which time is a factor.

18.7 Rate of Interest. The rate of interest to be charged under the provisions of this Sublease (the "Interest Rate"), unless expressly stated otherwise, shall be twelve percent (12%) simple interest per annum. The Interest Rate shall be computed on the basis of monthly compounding with actual days elapsed compared to a 360-day year.

18.8 Joint and Several Liability. If two (2) or more persons or corporations execute this Sublease as Subtenant, then and in such event the word "Subtenant" as used in this Sublease shall refer to all such persons or corporations, and the liability of such persons or corporations for compliance with the performance of all the terms, covenants and conditions of this Sublease shall be joint and several.

18.9 Successors and Assigns. All the provisions of this Sublease, except as otherwise specified, shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

18.10 Brokers. If there are brokers listed in Section 1.14, then the Party who has a broker shall be responsible for paying any commission, fees or costs owed to that broker. If no broker is listed, then that Party is representing that it has no broker and will indemnify the other party for any commissions, fees or costs incurred due to that representation being false. The same is true for any finders making a claim due to the execution of this Sublease.

18.11 Recordation. Subtenant shall not record this Sublease or a memorandum thereof.

18.12 Execution in Counterparts. This Sublease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

18.13 Sublandlord's and Master Landlord's Access. Both Master Landlord and Sublandlord and their respective agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same upon at least forty-eight (48) hours' prior written notice (except in the event of an emergency), to perform Sublandlord's duties under Article 11, showing the same to prospective purchasers, lenders or Subtenants, and making such alterations, repairs, improvements or additions to the Premises or to the building of which they are a part:

- (i) as Sublandlord may deem necessary or desirable;
- ii) that may be necessary to comply with applicable law; and/or
- (iii) that may be necessary to prevent waste if Subtenant fails to perform such work.

Master Landlord may at any time place on or about the Premises any ordinary "For Sale" signs, and Sublandlord may at any time during the last 180 days of the Sublease Term place on or about the Premises any ordinary "For Sublease" signs, all without rebate of Rent or liability to Subtenant. No exercise by Master Landlord or Sublandlord of any such rights shall entitle Subtenant to any compensation or abatement of Rent for any injury or inconvenience occasioned thereby.

18.14 Sale or Mortgage by Master Landlord. Master Landlord may, at any time, without the consent of Subtenant, contract to and/or perform any of the following transactions with respect to an interest in the Sublease, the Premises, the realty underlying the Premises, and/or any portion of or interest in the realty or improvements in the Facility owned or hereafter acquired by Master Landlord: sale, purchase, exchange, transfer, assignment, lease, conveyance (collectively referred to herein as "Sale"); and/or encumbrance, pledge, mortgage, deed of trust, hypothecation or sale and leaseback transaction (collectively referred to herein as "Mortgage"). From and after a Sale, Master Landlord shall be released from all liability to Subtenant and Subtenant's successors and assigns arising from this Sublease because of any act, occurrence or omission of Master Landlord occurring after such Sale.

18.15 Attorneys' Fees. If either Sublandlord or Subtenant institutes any action or proceeding against the other relating to the provisions of this Sublease or any default hereunder, the non-prevailing Party in such action or proceeding shall reimburse the prevailing Party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing Party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceedings.

18.16 Notices. All notices, approvals, requests, demands and other communications permitted or required to be given under this Sublease shall be in writing and shall be deemed duly served or given when actually delivered, if personally delivered (including delivery by Federal Express, Express Mail or other similar overnight courier service which confirms delivery in writing), or within three (3) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to the addresses of the Parties set forth in Section 1.12; provided however, notices to Subtenant shall be deemed duly served or given if personally delivered or mailed to Subtenant at the Premises. Sublandlord and Subtenant may, from time to time by notice to the other, designate another place for receipt of future notices.

18.17 Exhibits and Riders. All Exhibits, Schedules and Riders referenced in this Sublease and attached hereto are hereby incorporated into this Sublease by this reference.

18.18 Financial Statements. Subtenant agrees that it shall promptly furnish Sublandlord, from time to time, upon Sublandlord's written request, with current financial statements reflecting Subtenant and any Guarantor(s)' (if applicable) financial condition. Such financial statements shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Subtenant, shall be audited by an independent certified public accountant. Notwithstanding the foregoing, in the event Subtenant is a publicly traded corporation, then for so long as Subtenant is a publicly traded company the filing with the Securities and Exchange Commission of a copy of Subtenant's most current "Form 10Q" and annual report shall satisfy the requirements of this Section 18.18.

18.19 Sublandlord's Representations and Warranties. Sublandlord hereby represents and warrants to Subtenant that:

- (i) Sublandlord is the tenant under a Master Lease to the Facility and has full right and authority to enter into this Sublease without the necessary consent of any other person or entity, or if

such consent is necessary it has been or will be obtained prior to delivery of a fully executed Sublease to Subtenant;

(ii) Sublandlord has received no notice of, and has no knowledge of, any outstanding violations of governmental laws or ordinances against the Premises;

(iii) Sublandlord has received no notice of, and has no knowledge of, any outstanding violations of any insurance company requirements or recommendations regarding the Premises;

(iv) to Sublandlord's knowledge, the terms of this Sublease do not violate any easements, restrictions or other encumbrances recorded against the Premises;

(v) to Sublandlord's knowledge, the zoning applicable to the Premises allows Subtenant to use the Premises for Subtenant's Permitted Use hereunder; and

(vi) there is no action, suit or proceeding pending or, to Sublandlord's knowledge, threatened against or affecting Sublandlord's rights in, management or operation of the Premises, in any court or before or by any Federal, State, County or Municipal department, commission, board, bureau or agency or other governmental instrumentality that could materially and adversely affect Subtenant's Permitted Use of the Premises.

18.20 Confidentiality. Sublandlord hereby agrees that neither Sublandlord nor any of its representatives shall, except as required by law, disclose to any third party (other than Sublandlord's lenders, partners and potential purchasers of all or any portion of the Facility) any information related to this Sublease or the Sublease negotiations including, without limitation, Subtenant's interest in the Premises, construction schedule, proposed opening date or any other information with respect to the Sublease or the Subtenant. The obligation contained in the prior sentence shall survive until the Sublease Commencement Date.

IN WITNESS WHEREOF, Sublandlord and Subtenant have caused this Sublease to be executed the day and date first above written.

[Signatures Begin on Next Page]

SUBLANDLORD:

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation
Its: Manager

By: *Bethany Mily*
Bethany E. Mily
Its: Secretary

Date: 04 / 06 / 2023

SUBTENANT: Fresno Unified School District

Natasha Baker
Name: Natasha Baker
Capacity: Chief Academic Officer

Date: 04 / 06 / 2023

Patrick Jensen
Name: Patrick Jensen
Capacity: Interim Chief Financial Officer

Date: *05/01/2023*

Approved As To Form

Stacey Sandoval 4/17/2023

Stacey Sandoval, Executive Director
Risk Management

If Subtenant is a California corporation, then one of the following alternative requirements must be satisfied:

(A) This Sublease must be signed by two (2) officers of such corporation: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must sign twice, once as one officer and again as the other officer.

(B) If there is only one (1) individual signing in two (2) capacities, or if the two (2) signatures do not satisfy the requirements of the above, then Subtenant shall deliver to Sublandlord a certified copy of a corporate resolution in a form reasonably acceptable to Sublandlord authorizing the signatory(ies) to execute this Sublease.

If Subtenant is a corporation incorporated in a state other than California, then Subtenant shall deliver to Sublandlord a certified copy of a corporate resolution in a form reasonably acceptable to Sublandlord authorizing the signatory(ies) to execute this Sublease.

[EXHIBITS FOLLOW]

EXHIBIT A
LOCATION OF THE PREMISES

BW41 Suite 009

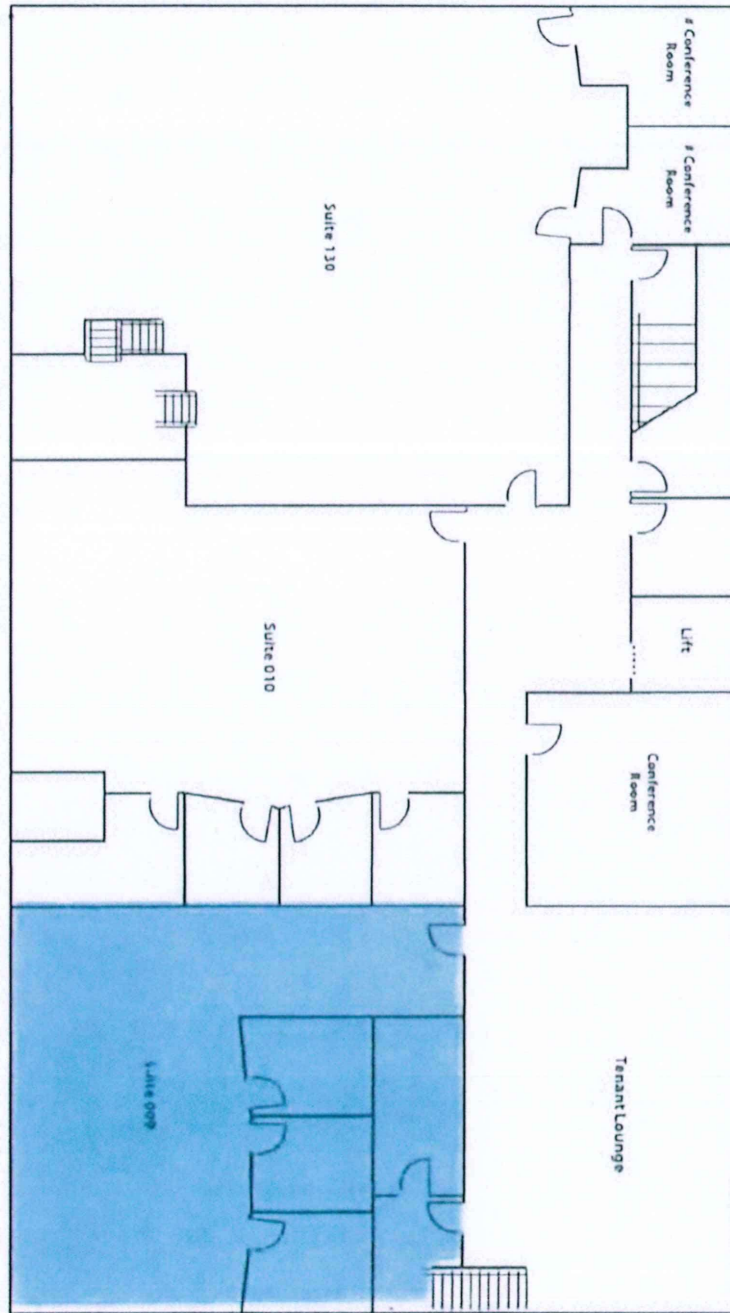
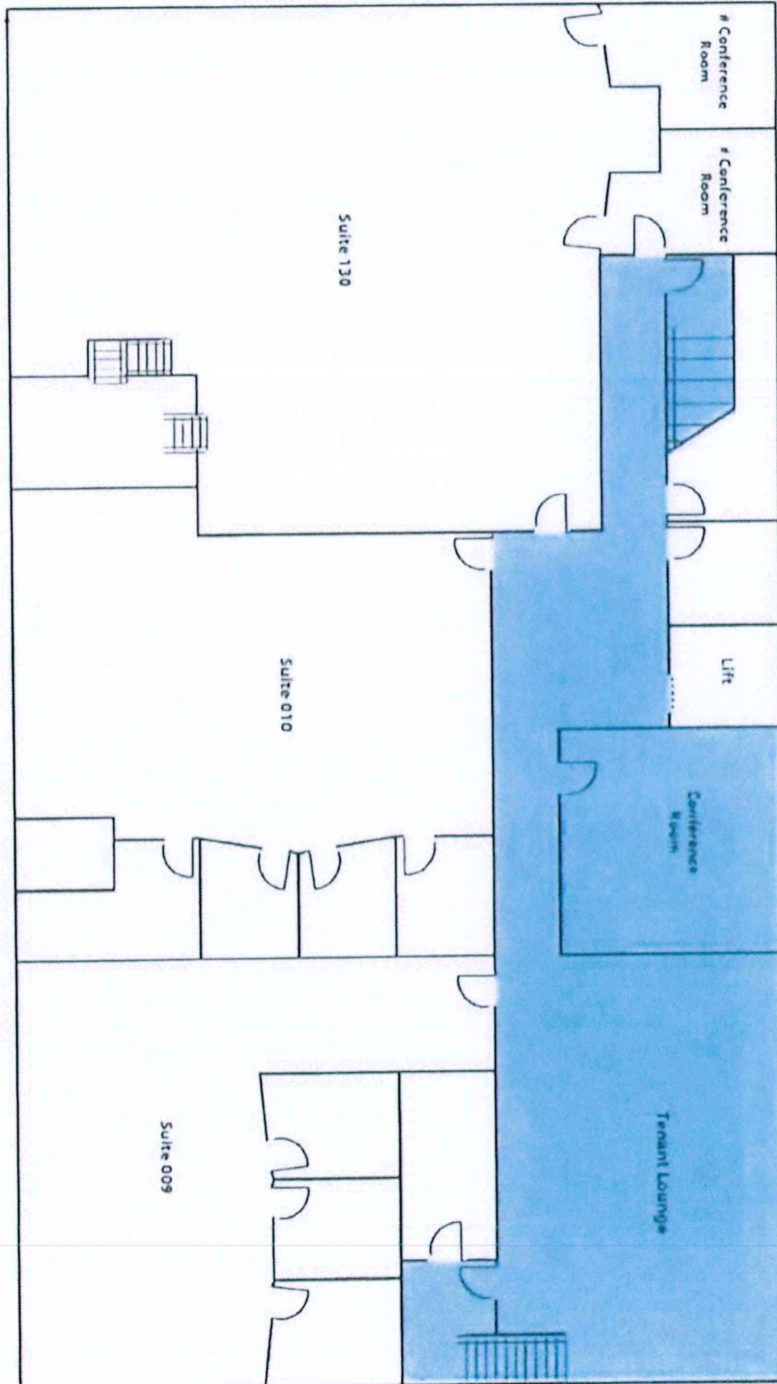


EXHIBIT B
COMMON AREA



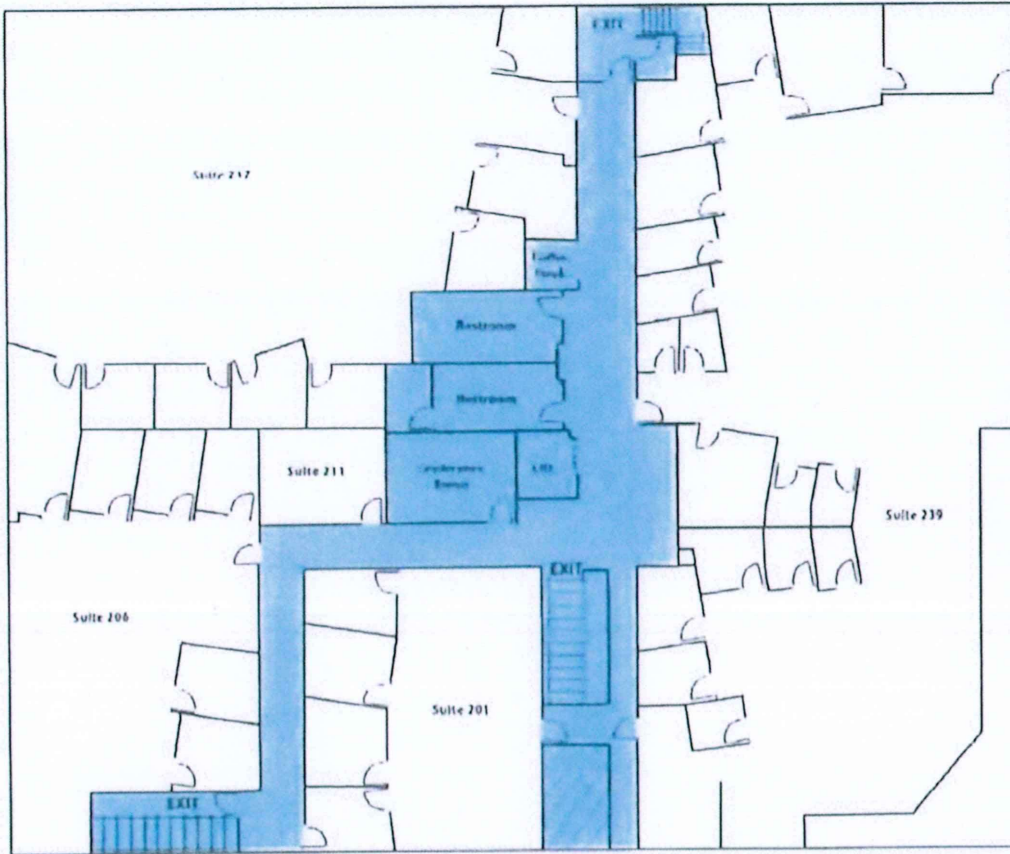


EXHIBIT C
EXISTING EXCLUSIVES AND USE PROHIBITIONS

EXHIBIT D

NOTICE OF SUBLEASE TERM DATES

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

Re: Sublease dated April 4, 2023 with BLDG Services, LLC ("Sublandlord"), and Subtenant, concerning certain premises located at 2721 Ventura Street Suite 009 , Fresno CA 93721.

Dear Sir or Madam:

In accordance with the referenced Sublease (the "Sublease"), we wish to advise and confirm as follows:

1. The Sublease Term commenced on April 27, 2023 for a term of twelve (12) months ending on April 30, 2024
2. Rent commenced to accrue on April 27, 2023 in the initial amount of nine thousand four hundred seventy two and ten cents (\$9472.10) per month for Rent and certain other charges, as more particularly provided in the Sublease.
3. If the Rent Commencement Date is other than the first day of the month, the first billing will contain a pro rata adjustment. Each billing thereafter, with the exception of the final billing, shall be for the full amount of the monthly installment as provided for in the Sublease.
4. Your rent checks should be made payable to the Sublandlord and mailed to: 700 Van Ness Avenue, Fresno, California 93721. The Subtenants can also make payments electronically through Appfolio.
5. If any of this appears inaccurate or you have any questions, please contact the Sublandlord immediately. Otherwise sign below and return acknowledgement.

SUBLANDLORD:

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation

Its: Manager

Date:

By: Bethany Mily
Bethany E. Mily

Its: Secretary

Date: 04 / 06 / 2023

SUBTENANT: Fresno Unified School District

Name: Natasha Baker
Capacity: Natasha Baker
Date: Chief Academic Officer
04 / 06 / 2023

Patrick Jensen
Name: Patrick Jensen
Capacity: Interim Chief Financial Officer
Date: 05/01/2023

Approved As To Form

Stacey Sandoval 4/17/2023
Stacey Sandoval, Executive Director
Risk Management

EXHIBIT E

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

NOTICE: THIS AGREEMENT RESULTS IN THE LEASEHOLD ESTATE IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is entered into as of TBD, 2022 between BLDG Services, LLC ("Sublandlord"), and, Fresno Unified School District ("Subtenant"), pursuant to the following facts:

SUBORDINATION

- A. Pursuant to a lease dated April 4, 2023 (the "Sublease") between Sublandlord and Subtenant, Subtenant is a Subtenant of ("Subleased Premises") of a certain building constructed or to be constructed (the "Building") on that certain real property located at 2721 Ventura Street, Fresno CA 93721, more particularly described in Exhibit A attached hereto (the "Land") (the Land and Building being collectively referred to herein sometimes as the "Property").
- B. Sublandlord may now have entered into or may in the future enter into a Loan Agreement (the "Loan Agreement") in favor of some lender ("Lender") evidencing Sublandlord's indebtedness to Lender in connection with a loan.
- C. Sublandlord has executed or may in the future execute a Deed of Trust with additional security rights in rents and other matters (the "Deed of Trust") covering the Property.
- D. Lender may require that Sublandlord and Subtenant unconditionally subordinate the Sublease to the lien of the Deed of Trust. Subtenants agree to such subordination now and in the future.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Assignment.** Subtenant acknowledges and agrees that it has notice that the Sublease and the rent and all other sums due under the Sublease may be assigned to a Lender as security for the obligations secured by a Deed of Trust.
2. **Notice of Default/Demand for Rent.** If Lender notifies Subtenant of the occurrence of an Event of Default under the Deed of Trust and demands that Subtenant pay sums due under the Sublease directly to Lender, Subtenant shall honor that demand and pay such sums due under the Sublease directly to Lender or as otherwise directed pursuant to such notice. In complying with these provisions, Subtenant shall be entitled to rely solely upon the notices given by Lender, and Sublandlord agrees to indemnify and hold Subtenant harmless from and against any and all loss, claim, damage or liability arising out of Subtenant's compliance with such notice. Subtenant shall be entitled to full credit under the Sublease for any rents paid to Lender in accordance with the provisions of this section to the same extent as if such rents were paid directly to Sublandlord.

3. **Disputes over Default.** Any dispute between Lender and Sublandlord as to the extent, nature, existence or continuance of an Event of Default, or with respect to foreclosure of the Deed of Trust by Lender, shall be dealt with and adjusted solely between Lender and Sublandlord, and Subtenant shall not be made a party thereto (unless required by law).
4. **Priority of Deed of Trust.** The Deed of Trust in favor of Lender, and any renewals and extensions thereof, shall unconditionally be and remain at all times a lien on the Property, prior and superior to the Sublease.
5. **Successor Sublandlord.** This Subordination shall continue to be in force and effect to any subsequent person or entity that becomes the Sublandlord ("Successor Sublandlord"), no matter by what method title to the Property was acquired.
6. **Entire Agreement Regarding Subordination.** This Agreement shall be the whole and only agreement with regard to the subordination of the Sublease to the lien of the Deed of Trust in favor of Lender, and shall supersede and cancel, but only in so far as would affect the priority between (a) the Sublease and (b) the Deed of Trust, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Sublease which may provide for such subordination.

TERMS OF NON-DISTURBANCE

If Successor Sublandlord shall succeed to the interests of Sublandlord under the Sublease. Successor Sublandlord shall be bound to Subtenant under all of the terms, covenants and conditions of the Sublease, provided that Subtenant is not in default (beyond any period given Subtenant in the Sublease to cure such default) in the payment of rent or any other amounts or in the performance of any of the other term, covenants or conditions of the Sublease to be performed by Subtenant. However, in order to have ongoing quiet enjoyment under the Sublease, Successor Sublandlord shall not be:

1. Liable for any acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);
2. Subject to any offsets or defenses not specifically provided for in the Sublease which Subtenant might have arising out of acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);
3. Liable for any consequential damages attributable to any acts or omissions of any prior Sublandlord (including, but not limited to, Sublandlord);
4. Obligated to give Subtenant a credit for or acknowledge any rent or any other sums which Subtenant has paid to Sublandlord which is in excess of the rent due under the Sublease at the time Successor Sublandlord gave Subtenant notice of it succeeding to the Sublandlord's interests and not delivered to Successor Sublandlord;
5. Liable for any damages or other relief attributable to any latent or patent defects in construction;
or,

6. Liable for any costs or expenses related to any indemnification or representation provided by any prior Sublandlord (including, but not limited to, Sublandlord) with respect to the Property or the Subleased Premises.

Subtenant shall be bound to Successor Sublandlord under all of the terms, covenants and conditions of the Sublease, and Successor Sublandlord shall, from and after Successor Sublandlord's succession to the interests of Sublandlord under the Sublease, have the same remedies against Subtenant for the breach of any provision contained in the Sublease that Sublandlord might have had under the Sublease against Subtenant if Successor Sublandlord had not acquired the interests of Sublandlord under the Sublease.

ATTORNMENT

If the interests of Sublandlord in the Property and under the Sublease are acquired by a Successor Sublandlord, then the Sublease and all terms therein, and the obligations of Subtenant thereunder, shall continue in full force and effect and shall not be altered, terminated or disturbed, except in accordance with the terms of the Sublease and this Agreement, and Subtenant shall be bound to Successor Sublandlord under all of the terms, covenants and conditions of the Sublease for the balance of the term and any renewals thereof with the same force and effect as if the Successor Sublandlord were the Sublandlord under the Sublease. If a Successor Sublandlord acquires the interest of Sublandlord, Subtenant hereby agrees to attorn to Successor Sublandlord as its Sublandlord, and said attornment shall be effective and self-operative without the execution of any other instruments on the part of any party hereto immediately upon Successor Sublandlord succeeding to the interests of Sublandlord under the Sublease. Upon receipt by Subtenant of notice from Successor Sublandlord that Successor Sublandlord has succeeded to the interests of Sublandlord under the Sublease, Subtenant will make all payments of monetary obligations due by Subtenant under the Sublease, after receipt of such notice, to Successor Sublandlord at the address provided by Successor Sublandlord.

MISCELLANEOUS

1. **Further Assurances.** So long as any Deed of Trust shall remain a lien upon the Property or any part thereof, Subtenant, its successors or assigns, or any other holder of the leasehold estate created by the Sublease, shall execute, acknowledge and deliver, upon Lender's or Successor Sublandlord's demand, at any time or times, any and all further subordinations, agreements, estoppel certificates or other instruments in recordable form reasonably sufficient for that purpose or that Lender, Successor Sublandlord or its successors or assigns may hereafter reasonably require for carrying out the purpose and intent of the foregoing covenants.
2. **Modification and Release.** Lender may, without affecting the subordination of the Sublease:
 - a. Release or compromise any obligation of any nature with respect to the Loan Documents;
 - b. Release its security interest in, or surrender, release or permit any substitution or exchange of all or any part of any properties securing repayment of the Note;
 - c. Retain or obtain a security interest in any property to secure payment of the Note; or
 - d. Modify, amend, defer, extend, consolidate or supplement any of the original or subsequent Loan Documents.

3. **Estoppel Declaration.** Upon request from the Sublandlord at any time, Subtenant will certify the following (provided they are true):
 - a. there are no defaults thereunder by Sublandlord or Subtenant under the Sublease;
 - b. the Sublease is unmodified except as indicated above in this Agreement;
 - c. that no rent under the Sublease has been paid more than thirty (30) days in advance of its due date;
 - d. that the address for notices to be sent to Subtenant is as set forth in the Sublease, to the Subleased Premises, or as set forth in this Agreement;
 - e. that Subtenant has no charge, lien, claim or offset under the Sublease or otherwise against rents or other amounts due or to become due under the Sublease; and
 - f. that the Sublease sets forth the entire agreement between Sublandlord and Subtenant and all terms and conditions with respect to Subtenant's right to occupy the Subleased Premises.
4. **No Notice Required.** Except where required by law, Lender shall not be obligated to give Subtenant notices of any kind, including, but not limited to, those in connection with the following circumstances:
 - a. for any default under the Loan Documents;
 - b. for any modification, amendment, deferral, extension, consolidation or supplement to the original or any subsequent Loan Documents; or
 - c. for any cancellation, extension, modification, renewal amendment of any lease or ground lease covering the Property or any portion thereof.
5. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal dispute shall be brought in the courts governing the County in which the Property is located.
6. **Modifications.** This Agreement may not be modified or amended except in writing signed by all parties hereto.
7. **Savings Clause.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same agreement.

9. **Recordation.** This Agreement or abstracts of all or a portion of the Agreement may be recorded by the Sublandlord at any time. The Subtenant shall record all documents presented by the Sublandlord for recording, provided they are consistent with this Agreement.

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

SUBLANDLORD:

BLDG Services, LLC.,
a California limited liability company

By Bitwise Industries Inc.,
a California corporation

Its: Manager

Date:

By: Bethany Mily

Bethany E. Mily

Its: Secretary

Date: 04 / 06 / 2023

SUBTENANT: Fresno Unified School District

Natasha Baker

Name: Natasha Baker
Capacity: Chief Academic Officer

Date: 04 / 06 / 2023

Patrick Jensen

Name: Patrick Jensen
Capacity: Interim Chief Financial Officer
Date: 05/01/2023

Approved As To Form

Stacey Sandoval 4/17/2023
Stacey Sandoval, Executive Director
Risk Management

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
County of _____)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ATTACHMENT

[Add legal description of the particular property]

EXHIBIT F

RULES AND REGULATIONS

Subtenant shall faithfully observe and comply with the following Rules and Regulations. Sublandlord shall not be responsible to Subtenant for the nonperformance of any of said Rules and Regulations by or otherwise with respect to the acts or omissions of any other Subtenants or occupants of the Facility; provided, however, Sublandlord shall use its reasonable efforts to cause all other Subtenants and occupants of the Facility to comply with the following rules and regulations, and all such rules and regulations shall be enforced in a nondiscriminatory manner.

1. Subtenant shall bear the cost of any lock changes or repairs required by Subtenant.
2. Any requests of Subtenant shall be directed to the Sublandlord at the location for notices under the Sublease or at such office location designated by Sublandlord. Employees of Sublandlord shall not perform any work or do anything outside their regular duties unless under special instructions from Sublandlord.
3. Subtenant shall not disturb, solicit, or canvass any occupant of the Facility and shall cooperate with Sublandlord and its agents to prevent such activities.
4. Subtenant shall not use or keep in or on the Premises or the Facility any kerosene, gasoline or other inflammable or combustible fluid or material.
5. Subtenant shall not use, keep or permit to be used or kept, any foul or noxious gas or substance in or on the Premises, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Sublandlord or other occupants of the Facility by reason of noise, odors, or vibrations, or interfere in any way with other Subtenants or those having business therein.
6. The Premises shall not be used for lodging or for any illegal purposes.
7. Sublandlord reserves the right to exclude or expel from the Facility any person who, in the judgment of Sublandlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of these Rules and Regulations.
8. All trash, rubbish, waste material and other garbage within the Premises shall be emptied by Subtenant on a regular basis and disposed of in the Premises' trash containers in accordance with the Rules and Regulations and at Subtenant's expense. Subtenant shall not burn any garbage in or about the Premises or anywhere within the Facility.
9. Subtenant shall comply with all safety, fire protection and evacuation procedures and regulations reasonably established by Sublandlord or any governmental agency.

10. Subtenant shall assume any and all responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed during the hours and days Subtenant is not required to be open for business to the public.

Sublandlord reserves the right at any time to reasonably change or rescind any one or more of these Rules and Regulations, or to make such other and further reasonable, nondiscriminatory rules and regulations as in Sublandlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Premises, the Common Area and the Facility, and for the preservation of good order therein, as well as for the convenience of other occupants and Subtenants therein. Subtenant shall be deemed to have read these Rules and Regulations and to have agreed to abide by them as a condition of its occupancy of the Premises.

Exhibit G

This Exhibit is dated March 27, 2023 and is added to and amends that certain Lease agreement between BLDG Services, LLC, a California limited liability company, as "Sub landlord" and Fresno Unified School District "Sub tenant" shall have additional furniture purchase, included in Subtenants monthly lease.

Certain Furniture purchases are detailed below

Amount	Item
\$12,725.04	Existing Furniture: 1 Bar height Table, 1 Canvas Table, 2 Breakroom Tables, 1 Ottoman 4 Dining Chairs, 16 Meeting Chairs 5 Ottomans, 10 Standing Desks, 2 Armless Loveseat, 5 Stools, 6 TV's, 4 White Boards
\$9,940.16	Additional Furniture requested by FUSD: 10 Task Chairs, 4 meeting Chairs, 1 Conference Table (20 seater)
\$22,665.20	Total furniture cost

Exhibit H

This Exhibit is dated March 27, 2023 and is added to and amends that certain Lease agreement between BLDG Services, LLC, a California limited liability company, as "Sub landlord" and Fresno Unified School District "Sub tenant" shall have additional tenant improvements that are listed below:

Certain Tenant Improvement Services / Items are listed below

Amount	Item
\$1000	Paint and Labor
\$1000	Total Tenant Improvement Charges

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-12

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Amendment to the Agreement with Deborah McCoy

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with Deborah McCoy.

Deborah McCoy facilitates the hip-hop club at Baird Middle School's after-school program and works with various student groups to create a space for students to support expression, acceptance, and caring. Ms. McCoy works with 66 Baird Middle School students identified as needing extra support in academics, behavior, and/or mentoring and teaches students how to show their emotions through dance/hip-hop.

Student data shows that during the 2022/23 school year, the overall rate of suspension was 6%. The current year-to-date suspension rate is 1.76%. Data disaggregated by student group also shows that year-to-date suspension rates have decreased for students identified as African American and Hispanic by approximately 50%. Additionally, data also shows that during the 2022/23 school year, the overall chronic absenteeism rate was 12.5%. Year-to-date chronic absenteeism data is 11% and data disaggregated by student group also shows year-to-date chronic absence rates have decreased for students identified as African American and Hispanic.

The program's ongoing effectiveness will be measured by progress monitoring suspension and chronic absenteeism data. The Board approved the original contract of \$30,000 on September 13, 2023. The amended contract amount will increase by \$7,500. The total amended contract amount will be \$37,500.

FINANCIAL SUMMARY: Sufficient funds of \$7,500 are available in the Baird Middle School 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.







BOARD OF EDUCATION

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

SUPERINTENDENT
Robert G. Nelson, Ed.D.

Amendment

Date: April 24, 2024

Regarding: Deborah McCoy

Amendment: Deborah will be doing Hip Hop two days a week at Baird Middle School. This is in addition to her current contract. We are requesting a \$7,500 increase to cover the costs of Deborah's services at Baird. The dollar amount has increased as well as days worked.

Cost: Original contract of \$30,000 will increase by \$7,500. The new contract amount will be \$37,500



Reviewed & Approved by Vendor

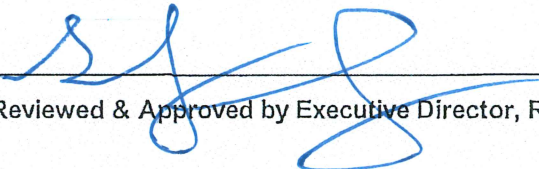
1-10-2024

Date

4-5-2024

Reviewed & Approved by Cabinet Level Officer

Date



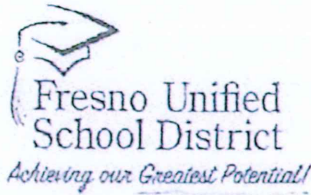
Reviewed & Approved by Executive Director, Risk Management

4/10/24

Date

Reviewed & Approved by Chief Financial Officer

Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

31140
Vendor Number

Deborah McCoy
Vendor Name

5592888947
Phone Number

2160 E Muir Field Dr
Address

Deborah McCoy
Vendor Contact

From: 8/14/2023
Term (Duration)

Through: 6/9/2024

FUSD Contract Administrator:
Timona Martin
Name

Baird
Site/ Dept

5594514310
Telephone number

Budget (Fund-Unit-Dept.-Activity-Function-Object) 030-7099-0030-1110-1000-5110

Annual Cost \$ 30,000.00 (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:
The Alliance Instructor will work closely with students that have been identified as needing extra support in some of, or in all the following areas: SEL, academic, behavioral and mentoring.

The Alliance Instructor is partnered with a credential classroom teacher, where the primary responsibility will be supporting the lead teacher with targeted interventions with small groups of students.

As mentoring is one of the most important roles of the instructor, the students in the class will also have opportunities to extend their learning and mentee experience in the After School Program. The chart below outlines the goals, the purpose of the course and the student selection process.

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: 09/13/23 Will contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer: A. B. [Signature] 8/22/2023
Signed Date

Reviewed & approved by Risk Management [Signature] 8/24/2023
Signed Date

Reviewed & approved by Department Head Tonisha Hargrove-Williams 8/18/23
Signed 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: 030-7099-0030-1110-1000-5110

District Contact Person: Timona Martin

Budget Manager Approval: _____

Contractor's Vendor Name: Deborah McCoy

Contractor's Contact Person: Deborah McCoy

Contractor's Title: Owner

Contractor's Telephone

Number: 5592888947

Contractor's E-mail: deborahmccoystyles@yahoo.com

Contractor's Address: 2160 E Muir Field Dr

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 Deborah McCoy ("Contractor").

1. Contractor Services. Contractor agrees to provide

The Alliance Instructor will work closely with students that have been identified as needing extra support in some of, or in all the following areas: SEL, academic, behavioral and mentoring.

The Alliance Instructor is partnered with a credential classroom teacher, where the primary responsibility will be supporting the lead teacher with targeted interventions with small groups of students.

As mentoring is one of the most important roles of the instructor, the students in the class will also have opportunities to extend their learning and mentee experience in the After School Program. The chart below outlines the goals, the purpose of the course and the student selection process.

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 6/9/2024. 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 30,000.0 per year, not to exceed \$30,000.00. Checks will be made payable to Deborah McCoy. 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 JM

- 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): \$30,000
- 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 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 JM 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.


h. 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



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: Deborah McCoy

Name: Deborah McCoy

Address:

2160 E Muir Field Dr

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

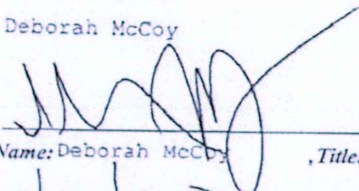
Fresno Unified School District

Patrick Jensen, Chief Financial Officer

Date

CONTRACTOR

Deborah McCoy

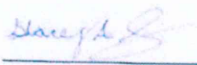


Name: Deborah McCoy *, Title:* Owner

8/16/23

Date

Approved As To Form:



Stacey Sandoval, Executive Director
Risk Management

Aug 24, 2023

Date

Role description:

The Alliance Instructor will work closely with students that have been identified as needing extra support in some of, or in all the following areas: SEL, academic, behavioral and mentoring.

The Alliance Instructor is partnered with a credential classroom teacher, where the primary responsibility will be supporting the lead teacher with targeted interventions with small groups of students.

As mentoring is one of the most important roles of the instructor, the students in the class will also have opportunities to extend their learning and mentee experience in the After School Program. The chart below outlines the goals, the purpose of the course and the student selection process.

MISSION

- The mission of the Alliance is to help students develop personal behavior and academic skills that will lead to success in the classroom and prepare career ready graduates in the future.

STRATEGIES

- Create an academic atmosphere that will nurture and excel student learning
- Provide skills to increase coping skills to manage negative behaviors that lead to suspension/expulsion
- Provide extracurricular opportunities aligned to career, college and post secondary options
- Create positive self-awareness, respect, and relationships with peers and adults
- Empower leadership development

EXPECTED OUTCOMES

- Increased graduation rates
- Reduced behaviors that lead to suspension and expulsion incidents
- Improved academic performance
- Improved school attendance and participation
- Increased job readiness opportunities
- Increased social and life skills

TARGET POPULATION/RECRUITMENT/SELECTION PROCESS

The following criteria will be utilized in selecting students:

The school sites will select students for the Alliance Program based on generated list and various other factors including but not limited to:

- Students with high suspension/expulsion rates (one or more suspensions)
- Low academic performing students (students below 2.0 G.P.A.)
- Students with low attendance rates
- Students not participating in any school campus activities

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-13

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Amendment to the Agreement with Guevara Arts and Leadership

ITEM DESCRIPTION: Included in the Board binders is an amendment to the agreement with Guevara Arts and Leadership.

Guevara Arts and Leadership has been providing four mathematics tutors, who work six hours per day, to support students in grades five through eight at Baird Middle School. Tutors provide push-in support, participate in teacher lesson planning, and provide small group and individualized academic support.

Year-to-date student academic data shows that the percentage of students in grades five and six who scored on grade level increased from 35% on iReady Diagnostic One (fall) to 45% on iReady Diagnostic Two (winter). Additionally, the percentage of students who earned a grade of D or F in mathematics decreased from 17.4% at the end of the first semester to 12.9% at the end of the third quarter.

The amendment to this agreement will add two after-school tutors to support approximately 220 students in need of additional academic support. Program effectiveness will be measured using grades, iReady results for students in grades five and six, and summative statewide assessment results. The Board approved the original agreement of \$34,000 on June 21, 2023. The amended agreement amount will increase by \$14,925. The total amended agreement amount will be \$48,925.

FINANCIAL SUMMARY: Sufficient funds of \$14,925 are available in the Baird Middle School 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.







BOARD OF EDUCATION

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

SUPERINTENDENT

Robert G. Nelson, Ed.D.

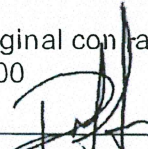
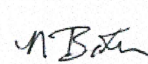
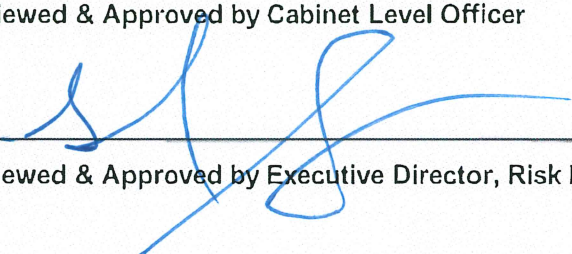
Amendment

Date: April 24, 2024

Regarding: Ricardo Guevara PO 787829

Amendment: Guevara Arts and Leadership has been providing four mathematic tutors to support students in grades five through eight. Tutors provide push-in support, participate in teacher lesson planning, and provide small group and individualized academic support. We are requesting an increase to his contract to help with these costs. The total amount is the only change. Please increase PO 787829 by \$14,925.00 for a total amount of \$48,925.00.

Cost: Original contract of \$34,000 will increase by \$14,925.00. New contract amount will be \$48,925.00

	1-20-24
Reviewed & Approved by Vendor	Date
	4-5-2024
Reviewed & Approved by Cabinet Level Officer	Date
	4/10/24
Reviewed & Approved by Executive Director, Risk Management	Date
Reviewed & Approved by Chief Financial Officer	Date



Fresno Unified School District Contract Routing Form

Completed independent contract agreement must be attached

0116
Vendor Number

Guevara Arts & Leadership 3246 Carmelita Ave, Clovis, CA 93619

Vendor Name Address
559-708-1669 Ricardo Guevara

Phone Number Vendor Contact

From: 7/1/2023 Through: 6/30/2024

Term (Duration)

FUSD Contract Administrator:
Timona Martin Baird Middle School 559-451-4310

Name Site/ Dept Telephone number

Budget (Fund-Unit-Dept-Activity-Function-Object) 030-7090-0030-1110-1000-5110/060-3010-0030-11:

Annual Cost \$ 34,000.00 (Contract will not be authorized to exceed this amount w/c BOE approval)

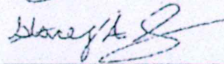
Fingerprint Requirements: All individuals providing services under this contract are in compliance with the requirements of the "Michelle Montoya" Act, as required therein. Yes No

Scope of Work Summary:
Provide unit by unit curriculum, plan with teachers on a monthly basis to create lesson plans. Be available and provide teachers guidance as needed.

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: 06/21/23 Will contract be submitted with Bundled Contracts? Jun Bundle
(Contracts of \$15,000.00 or more)

Reviewed & approved by Cabinet Level Officer:  04/28/2023
Signed Date

Reviewed & approved by Risk Management  5/3/2023
Signed Date

Reviewed & approved by Department Head  4.28.23
Signed Date

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 030-7090-0030-1110-1000-5110/060-3010-1110-1000-4

District Contact Person: Timona Martin

Budget Manager Approval: _____

Contractor's Vendor Name: Guevara Arts and Leadership

Contractor's Contact Person: Ricardo Guevara

Contractor's Title: Executive Director

Contractor's Telephone
Number: 5597081669

Contractor's E-mail: ricardo@guevaraleadership.com

Contractor's Address: 3246 Carmelita Ave, Clovis, Ca 93619

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 Guevara Arts and Leadership ("Contractor").

I. Contractor Services. Contractor agrees to provide

Provide Unit by unit curriculum, plan with teachers on a monthly basis to create lesson plans. Be available and provide teachers guidance as needed.

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 _____, Not to exceed \$34,000. Checks will be made payable to Guevara Arts and Leadership. 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 RG

- 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): \$34,000
- 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 RG 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 RG 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: Guevara Arts and Leadership

Name: Ricardo Guevara

Address:

3246 Carmelita Ave, Clovis, Ca 93619

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.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-14

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-54, Bullard High School Fencing Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-54, Bullard High School Fencing Improvements. This project is for new ornamental steel picket and chain-link fencing and gates at Bullard High School to improve safety and security for students, staff, and visitors. The fencing design creates single point-of-entry access at the main office during the school day and includes automatic exit gates for the north and south parking lots. Project includes, the installation of new mow strips, curb cuts, safety and accessibility improvements, concrete and asphalt paving, ornamental fence, vehicular gates, and cameras at three main entry gates.

The request for bids was lawfully advertised on February 05, 2024. Notifications were sent to 232 firms plus five construction trade publications, and the district received four responses. Bids were opened on March 19, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Harris Development Corp., dba HBC Enterprises (Fresno, California) \$2,034,449.

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

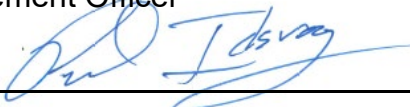
FINANCIAL SUMMARY: Sufficient funds in the amount of \$2,034,449 are available in the Measure M Fund.

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. 24-54, BULLARD HIGH SCHOOL FENCING IMPROVEMENTS

Bid Opening Date: March 19, 2024 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID BULLARD FENCING IMPROVEMENTS	ALLOWANCE UNKNOWN/UNFORSEEN UTILITY ENCOUNTERS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Harris Development Corp., dba HBC Enterprises	Fresno	\$1,884,449	\$150,000	\$2,034,449	\$2,034,449
Davis Moreno Construction, Inc.	Fresno	\$2,200,000	\$150,000	\$2,350,000	
Fortune-Ratliff General Contractors, Inc.	Fresno	\$2,237,000	\$150,000	\$2,387,000	
GCB1, Inc. dba GC Builders	Fresno	\$2,543,900	\$150,000	\$2,693,900	

Low bid determined by Base Bid.

The bid includes an allowance amount of \$150,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of Base Bid and Allowance for \$2,034,449 to Harris Development Corp., dba HBC Enterprises, the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-15

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-55, Manchester Elementary School Portable Confidential Space Installation

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-55, Manchester Elementary School Portable Confidential Space Installation. The project will modify an existing portable classroom to create four confidential counseling offices for student support staff. The project includes modifications to interior walls, doors, and windows, along with enhancements of interior finishes and electrical systems. The project will provide additional counseling service spaces for students.

The request for bids was lawfully advertised on February 21 and 26, 2024. Notifications were sent to 233 firms plus five construction trade publications, and the district received four responses. Bids were opened on March 12, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Viking Enterprises (Fresno, California) \$ 228,999

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

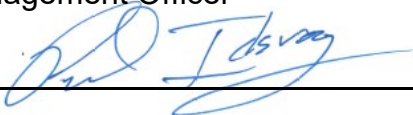
FINANCIAL SUMMARY: Sufficient funds in the amount of \$228,999 are available in the Elementary and Secondary School Emergency Relief III Federal Fund.

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. 24-55, MANCHESTER ELEMENTARY SCHOOL PORTABLE CONFIDENTIAL SPACE INSTALLATION

Bid Opening Date: March 12, 2024 prior to 2:00 P.M.

Buyer: Marisa Thibodeaux

CONTRACTOR	CITY	BASE BID AMOUNT
Viking Enterprises	Fresno	\$228,999
Todd D. Phillips, Inc. dba Buildings Unlimited	Madera	\$299,814
Better Enterprises, Inc.	Fresno	\$299,930
GCB1, Inc. dba GC Builders	Fresno	\$311,000

Low bid determined by Base Bid.

Staff recommends award of \$228,999 to Viking Enterprises, the lowest responsive, responsible bidder for the Base Bid.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-16

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-56, Fresno High School Auxiliary Gym, and Site Improvements

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-56, Fresno High School Auxiliary Gym, and Site Improvements. The project, as part of an ongoing effort to increase equity of athletic facilities throughout the district, will add a new 15,000 square foot gymnasium building with retractable bleachers which allows a 980-spectator capacity. The project includes the gym building, a lobby with snack bar and restrooms, two classrooms, restrooms with access to the ball fields, as well as additional support spaces. In addition, the existing tennis courts will be replaced and increased to a total of eight, which will provide the capability to hold official competition tournaments.

The request for bids was lawfully advertised on February 14, 2024. Notifications were sent to 233 firms plus five construction trade publications, and the district received five responses. Bids were opened on March 14, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Davis Moreno Construction, Inc. (Fresno, California) \$11,999,471

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

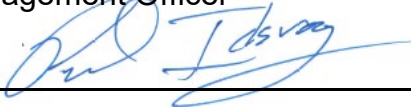
FINANCIAL SUMMARY: Sufficient funds in the amount of \$11,999,471 are available in the Measure M and Q Savings Budget.

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. 24-56, FRESNO HIGH SCHOOL AUXILIARY GYM AND SITE IMPROVEMENTS

Bid Opening Date: March 14, 2024 prior to 2:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID AUXILIARY GYM AND SITE IMPROVEMENTS	ADD ALT. 1 UPGRADE PG&E GAS METER	ADD ALT. 2 SOCCER FIELD LIGHTS AND PEDESTAL OUTLETS	ALLOWANCE UNFORSEEN/UNKNOWN UTILITY ENCOUNTERS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Davis Moreno Construction, Inc.	Fresno	\$11,650,000	\$15,137	\$84,334	\$250,000	\$11,999,471	\$11,999,471
Marko Construction Group, Inc.	Fresno	\$12,499,880	\$15,000	\$100,000	\$250,000	\$12,864,880	
AMG & Associates, Inc.	Santa Clarita	\$13,318,000	\$16,000	\$90,000	\$250,000	\$13,674,000	
Bobo Construction, Inc.	Elk Grove	\$13,335,900	\$16,000	\$87,000	\$250,000	\$13,688,900	
Katch Environmental, Inc.	Fresno	\$13,998,782	\$16,583	\$112,966	\$250,000	\$14,378,331	

Low bid determined by total of Base Bid plus Add Alternate 1 and 2 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.

The bid includes an allowance amount of \$250,000 for unknown utility encounters performed on a time and materials basis. Any remaining allowance is to be credited back to the district.

Staff recommends award of the Base Bid, Add Alternates, and Allowance in the amount of \$11,999,471 to Davis Moreno Construction, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-17

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Award of Bid 24-60, McCardle Elementary School Portables Improvement

ITEM DESCRIPTION: Included in the Board binders is information on Bid 24-60, McCardle Elementary School Portables Improvement. This project will provide infrastructure and site improvements to place two new portable buildings. One building will be utilized as a classroom and the other will be utilized as an office with five confidential workspaces for counselors and student support staff, to provide additional counseling service spaces for students.

The request for bids was lawfully advertised on February 23, 2024. Notifications were sent to 233 firms plus five construction trade publications, and the district received two responses. Bids were opened on March 21, 2024. Staff recommends award to the lowest responsive, responsible bidder:

Davis Moreno Construction, Inc. (Fresno, California) \$1,072,103.

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

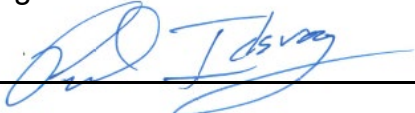
FINANCIAL SUMMARY: Sufficient funds in the amount of \$1,072,103 are available in the Elementary and Secondary School Emergency Relief III Federal Fund.

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. 24-60, MCCARDLE ELEMENTARY SCHOOL PORTABLES IMPROVEMENT

Bid Opening Date: March 21, 2024 prior to 3:00 P.M.

Buyer: Panhia Moua

CONTRACTOR	CITY	BASE BID CLASSROOM AND OFFICE PORTABLE IMPROVEMENTS	ALLOWANCE UNKNOWN/UNFORSEEN UTILITY ENCOUNTERS	TOTAL BID AMOUNT	RECOMMENDED AWARD AMOUNT
Davis Moreno Construction, Inc.	Fresno	\$1,047,103	\$25,000	\$1,072,103	\$1,072,103
GCB1, Inc. dba GC Builders	Fresno	\$1,053,700	\$25,000	\$1,078,700	

Low bid determined by Base Bid.

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

Staff recommends award of the Base Bid and Allowance for \$1,072,103 to Davis Moreno Construction, Inc., the lowest responsive, responsible bidder.

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-18

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Rejection of Request for Proposal 24-52, Wi-Fi Equipment for School Bus Connectivity

ITEM DESCRIPTION: Included in the Board binders is information on Request for Proposal (RFP) 24-52, Wi-Fi Equipment for School Bus Connectivity to purchase modems, antenna kits, and installation services to provide data connectivity of District school buses to the Districts private LTE network. This RFP allows for purchase of equipment and installation services. The RFP process allows for multiple factors to be considered in addition to price, to identify the best value vendor for the district.

The request for proposals was lawfully advertised on January 31, 2024 and February 07, 2024, and posted on the Universal Service Administrative Company (USAC) website on January 31, 2024, per Federal Communication Commission rules. Proposals were opened on February 29, 2024. Notifications were sent to 207 vendors, and the district received five responses.

Staff recommends rejecting all proposals at this time while work takes place to increase student use of the district's existing LTE network.

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

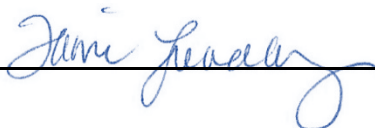
FINANCIAL SUMMARY: Rejection of Request for Proposal 24-52 results in no fiscal impact to the district at this time.

PREPARED BY: Philip Neufeld,

DIVISION: Information Technology
PHONE NUMBER: (559) 457-3868

CABINET APPROVAL: Tamara Lundberg,
Chief Technology Officer

SUPERINTENDENT APPROVAL
Robert G. Nelson, Ed.D.





Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-19

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Vendor Designation Per Request for Qualifications 22-09S and 22-09S2, Extended Learning Enrichment Services

ITEM DESCRIPTION: Included in the Board binders is information on Request for Qualifications (RFQ) 22-09S and 22-09S2, Extended Learning Enrichment Services. The Board approved the RFQ on November 17, 2021, and supplemental rounds to add vendors on November 09, 2022, and March 22, 2023, to provide enrichment services outside of the regular school day. The contract term will be effective upon Board Approval through June 30, 2024, with the option of up to two one-year renewals for a maximum end date of June 30, 2026.

These current vendor designations result from additional vendor proposals occurring after the initial vendor designations. All vendor designations are consistent with the evaluation and selection process set forth in the RFQ. Approval of these additional vendors will not impact the anticipated projected cost allocated to continue funding summer and winter camp programs.

More than 40 qualified vendors provided winter and summer camp programs during the 2023/24 school year. During Summer 2023, we offered over 60 unique camp programs in the month of July and offered over 13,000 camp spots to students at the cost of \$6,000,000.

Purchase orders for services provided by approved vendors are presented to the Board for ratification on monthly reports. The RFQ, vendor proposals, and scoring matrix are available for review in the Purchasing Department. Approval is recommended for these additional vendors:

RFQ 22-09S, Extended Learning Enrichment Services

3 Point 0 - Studio T Arts & Entertainment	Sacramento, California
Cesar Chavez Foundation	Keene, California
Codecampus LLC	Newport Beach, California
Encourage Tomorrow	Fresno, California
Eurgubian Academic Center, Inc.	Fresno, California
Extended Learning, Inc. dba Educational Resource Consultants	Fresno, California
Fresno State Women's Rugby Club	Fresno, California
Handle It Helping Hands, Inc.	Fresno, California
iCook Inc.	Chicago, Illinois
IMAGO dba Shoulet Blunt LLC	Clovis, California
Nexplore	Miami, Florida
Reading and Beyond	Fresno, California
Valley Marketing Institute LLC	Fresno, California

RFQ 22-09S2, Extended Learning Enrichment Services

Advanced Leadership Insights, Inc.	Fresno, California
American Youth Soccer Organization	Torrance, California
Black Rocket Productions	Freehold, New Jersey
California State University, Fresno Foundation	Fresno, California
Centro Binacional para el Desarrollo Indigena Oaxaqueno	Fresno, California
Cultivated Technology Group, Inc.	Madera, California
EdventureMore!	San Leandro, California
Fresno City & County Historical Society	Fresno, California
Fresno Gymnastics Center	Fresno, California
Good Dirt Pottery Studio	Fresno, California
Granite Park Sports Complex	Fresno, California
HealthForce	Visalia, California
Innovative Mind	Fresno, California
Kiamono LLC	Fresno, California
LIFT Enrichment Inc.	Scottsdale, Arizona
MJM Venture Group	Fresno, California
Nova Farming, LLC	Fresno, California
ProSolve, LLC	Atlanta, Georgia
Quiq Labs LLC	Fresno, California
Reading Heart	Fresno, California
Rising Stars LLC/Rising Stars LLC dba RISEUP STARS	Woodland Hills, California
School Yard Rap	Fresno, California
Ty Allan Jackson LLC	Pittsfield, Massachusetts
United We Lead Foundation	Fresno, California
Western Camps, Inc. dba Wonder Valley Outdoor Education Center	Sanger, California
Yogativity, Inc.	Carmel, California

FINANCIAL SUMMARY: Sufficient funds are available in the Expanded Learning Opportunity Program and allocated to continue providing Summer and Winter opportunities to students.

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
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-20

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Approve

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Approve Proposed Revisions to Board Policies

ITEM DESCRIPTION: Included in the Board binders are proposed revisions to four Board Policies (BP) and one Exhibit (E) as follows:

- BP 5141.52 Suicide Prevention
- E 5141.52 Suicide Prevention
- BP 5145.3 Nondiscrimination/Harassment
- BP 6142.7 Physical Education and Activity
- BP 6145 Extracurricular and Cocurricular Activities

These revisions meet the legal mandates recommended by the California Department of Education's Federal Program Monitoring requirements and best practices.

In accordance with Board Bylaw 9311 - Board Policies, the Superintendent is recommending the Board waive the second reading for approval.

Revision recommendations are color coded as follows:

Yellow highlight - CSBA recommended language policy

Peach font – Subcommittee recommendation

Grey font – New Policy, CSBA recommended

Green font – Legally mandated/reference changes

Teal header – *New Policy, non-CSBA proposed

Blue font – Clarification or readability changes

~~Red strikethrough~~ – Recommended deletion

Green font - CDE/FPM/Legal required change

Purple font - Information change

Blue font – Legal Counsel's recommendation

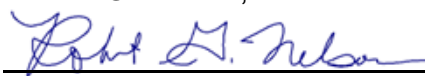
FINANCIAL SUMMARY: There is no fiscal impact to the district at this time.

PREPARED BY: Teresa Plascencia

DIVISION: Constituent Services
PHONE NUMBER: (559) 457-3838

CABINET APPROVAL: Ambra O'Connor,
Chief of Staff

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-21

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Ratify Memorandum of Understanding and Agreement between Fresno Adult School and San Joaquin College of Law

ITEM DESCRIPTION: Included in the Board binders is a memorandum of understanding and services agreement between Fresno Adult School (FAS) and San Joaquin College of Law (SJCL) to implement the Department of Homeland Security's Citizenship Instruction and Naturalization Application Services grant.

On September 28, 2023, the Department of Homeland Security awarded FAS \$450,000 to provide citizenship instruction and naturalization application services for the period of October 01, 2023, through September 30, 2025. The Board approved this grant on December 13, 2023. FAS utilizes the grant funds to provide citizenship classes and has been an awardee of this federal grant program since 2012.

As the sub-awardee of the federal grant, SJCL provides naturalization services for individuals enrolled in FAS and will receive \$218,070, from FAS's award of \$450,000 to provide services through the two-year grant term. As a condition of the memorandum of understanding, SJCL will submit 240 naturalization petitions during the grant period, provide immigration case management, refer individuals to FAS for citizenship classes, and provide an attorney to supervise the naturalization application process.

FINANCIAL SUMMARY: Sufficient funds in the amount of \$218,070 are available in the Citizenship and Integration Grant Budget.

PREPARED BY: Marie Williams, Ed.D.,

DIVISION: Instructional Services
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

Vendor Number

San Joaquin College of Law

901 Fifth Street, Clovis CA

Vendor Name

559-323-2100

Address

Janice Pearson

Phone Number

Vendor Contact

From: 10/1/2023

Through: 9/30/2025

Term (Duration)

FUSD Contract Administrator:

Teresa Zamora

Fresno Adult School

559-457-6009

Name

Site/ Dept

Telephone number

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

110-5852-0675-4110-1000-5110

Two Year Cost \$ 218,070.00

(Contract will not be authorized to exceed this amount.)

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

Yes

No

Scope of Work Summary:

Provide naturalization services for legal permanent residents who are enrolled in the Fresno Adult School Citizenship program. Submit 240 naturalization petitions during the two-year grant period and immigration case management. Refer eligible individuals to Fresno Adult School for citizenship classes. Share expertise in the development, implementation, and management of citizenship and naturalization processes. Train and assign law students to conduct community outreach, screen individuals for eligibility, and provide naturalization workshops. Supervise the interns, oversee the naturalization process, and assist participants with overcoming roadblocks to citizenship. Provide an attorney to supervise the naturalization application process. Provide Fresno Unified School district with all information required for Department of Homeland Security quarterly reports in a timely manner.

Please indicate where the work will be performed: Work to be performed remotely.

Date Item is to appear on Board of Education Agenda: 04/24/24 Will this contract be submitted with Bundled Contracts? No
(Contracts of \$15,000.00 or more) 4-5-2024

Reviewed & approved by Cabinet Level Officer:

N. B. [Signature]
Signed

Date

Reviewed & approved by Risk Management

[Signature]
Signed

Apr 9, 2024

Reviewed & approved by Department Head

[Signature]
Signed

Date

4/2/24

[Signature]

Date

4/4/2024

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



Fresno Unified School District

Independent Contractor Services Agreement

GENERAL INFORMATION

School/Department Budget: 110-5852-0675-4110-1000-5110

District Contact Person: Teresa Zamora

Budget Manager Approval:  _____

Contractor's Vendor Name: San Joaquin College of Law

Contractor's Contact Person: Janice Pearson

Contractor's Title: Dean

Contractor's Telephone
Number: 559-323-2100

Contractor's E-mail: jpearson@sjcl.edu

Contractor's Address: 901 Fifth Street, Clovis CA

This Independent Contractor Services Agreement is made and entered into effective 10/1/2023 (the "Effective Date") by and between the Fresno Unified School District ("District") and San Joaquin College of Law ("Contractor").

1. Contractor Services. Contractor agrees to provide

Provide naturalization services for legal permanent residents who are enrolled in the Fresno Adult School Citizenship program. Submit 240 naturalization petitions during the two-year grant period and immigration case management. Refer eligible individuals to Fresno Adult School for citizenship classes. Share expertise in the development, implementation, and management of citizenship and naturalization processes. Train and assign law students to conduct community outreach, screen individuals for eligibility, and provide naturalization workshops. Supervise the interns, oversee the naturalization process, and assist participants with overcoming roadblocks to citizenship. Provide an attorney to supervise the naturalization application process. Provide Fresno Unified School district with all information required for Department of Homeland Security quarterly reports in a timely manner.

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 10/01/2023, and shall terminate on 9/30/2025. 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 \$218,070 per grant cycle, Not to exceed \$218,070. Checks will be made payable to San Joaquin College of Law on a quarterly basis for the amount of \$27,258.75. 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 *gp*

- 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): ~~\$ 0.00~~ \$218,070.00
- 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 *gp* 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 JP 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: San Joaquin College of Law

Name: Janice Pearson, Dean

Address:

901 Fifth St., Clovis, CA

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

San Joaquin College of Law

Janice Pearson
Name: Janice Pearson, Title: Dean

11/16/23
Date

Approved As To Form:

Stacey Sandoval

Stacey Sandoval, Executive Director
Risk Management

Apr 9, 2024
Date

**Memorandum of Understanding
Fresno Unified School District and San Joaquin College of Law**

This Memorandum of Understanding is not a legally binding agreement. It has been developed to show a collaborative relationship between Fresno Unified School District and San Joaquin College of Law for the implementation of the United States Citizenship and Integration Services grant program for the period October 1, 2023 through September 30, 2025. If the Department of Homeland Security awards a grant to operate the program, then a contract will be developed to reflect the relationships outlined in this memorandum of understanding. The resulting contract will be reviewed by legal counsel and approved by agency governing boards as appropriate. All commitments of resources and services outlined in this memorandum are contingent upon legal counsel and governing board approval. This application for Citizenship Instruction and Naturalization Application Services (CINAS) grant program funding has been developed jointly by Fresno Unified School District and San Joaquin College of Law. The program design was developed as a result of discussions between representatives from each educational institution. Fresno Unified School District and San Joaquin College of Law will network with community resources and other citizenship and naturalization programs in the community to identify additional educational and technological resources that can be brought to the program.

Services to be Performed

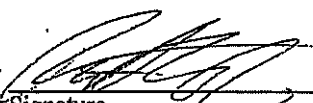
Fresno Unified School District will:

- Be the lead agency and fiscal agent for the grant to prepare lawful permanent residents for the naturalization test and interview.
- Provide 40 hours of citizenship instruction in U.S. History and government for test preparation and the promotion of civic integration through the district's adult education program (aka Fresno Adult School).
- Provide English as a Second Language instruction in reading, writing, and speaking for the naturalization test, naturalization process, and to conduct integration activities.
- Refer eligible students to San Joaquin College of Law for naturalization services.
- Serve as the direct contact with the Department of Homeland Security regarding this grant.
- Monitor sub-awardee's performance and ensure that sub-awardee complies with all grant award conditions and data reporting requirements through monthly coordination activities and collaborative review.
- Submit quarterly performance reports as per Department of Homeland Security guidelines.

San Joaquin College of Law will:

- Provide naturalization services for legal permanent resident community members who are enrolled in the Fresno Adult School program.
- Submit 240 naturalization petitions during the two-year grant period and immigration case management.
- Refer eligible individuals to Fresno Adult School for citizenship classes.
- Share expertise in the development, implementation, and management of citizenship and naturalization processes.
- Train and assign case managers and law students to conduct community outreach, screen individuals for eligibility, and provide naturalization workshops.
- Supervise case managers throughout the naturalization process, and assist participants with overcoming roadblocks to citizenship.
- Provide an attorney to supervise the naturalization application process.
- Provide Fresno Unified School District with all information required for Department of Homeland Security quarterly reports in a timely manner.

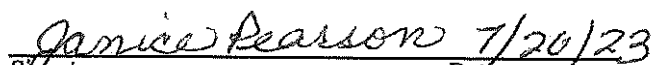
Fresno Unified School District will pay San Joaquin College of Law \$72,690 per year for the two years of this agreement for the legal services specified above.



Signature
Patrick Jensen, Interim Chief Financial Officer
Fresno United School District

7/25/23

Date



Signature
Janice Pearson J.D., Dean
San Joaquin College of Law

7/20/23

Date

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM A-22

AGENDA SECTION: A

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

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 23-23, Ericson Elementary School New Multipurpose Building and Interim Housing, Change Order 4 (Multipurpose Building) includes but may not be limited to: rerouting and capping of underground utilities; underground utility trench excavation, concrete encasement and recompacting; add termite control and add 2 days to the contract duration.

Original Contract Amount (Multipurpose Building and Interim Housing)	\$	10,343,286
Original Contract Amount (Multipurpose Building):	\$	8,704,668
Change Order(s) previously ratified:	\$	76,174
Change Order 4 presented for ratification:	\$	35,332
New Contract Amount:	\$	8,816,174
Original Contract Amount (Interim Housing):	\$	1,638,618
Change Order(s) previously ratified:	\$	83,398
Current Contract Amount:	\$	1,722,016
New Contract Amount (Multipurpose Building and Interim Housing):	\$	10,538,190

Bid 23-48 Section A, Turf Rehabilitation at Various Sites, Change Order 1 includes but may not be limited to: add dusters and quick couplers to the baseball and softball fields at Figarden and Malloch Elementary Schools; correct project duration to include 90-day maintenance period and add 132 days to the contract duration.

Original Contract Amount:	\$	509,405
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	14,546
New Contract Amount:	\$	523,951

Bid 23-66 Sections A and B, Heaton and Webster Elementary Schools Playground Equipment Replacement, Change Order 2 (Section A, Heaton Elementary School) includes but may not be limited to: chain link fencing modifications and add 149 days to the contract duration.

Change Order 2 (Section B, Webster Elementary School) includes but may not be limited to: add 149 days to the contract duration.

Original Contract Amount (Sections A, Heaton and Section B, Webster Elementary Schools):	\$	1,403,300
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Original Contract Amount (Section A, Heaton):	\$	804,500
Change Order(s) previously ratified:	\$	65,604
Change Order 2 presented for ratification:	\$	5,188
New Contract Amount:	\$	875,292

Original Contract Amount (Section B, Webster):	\$	598,800
Change Order(s) previously ratified:	\$	37,543
Change Order 2 presented for ratification:	\$	0
New Contract Amount:	\$	636,343

New Contract Amount (Sections A, Heaton and Section B, Webster Elementary Schools):	\$	1,511,635
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Bid 23-66 Section C, Scandinavian Middle School Playground Equipment Replacement, Change Order 2 includes but may not be limited to: add 149 days to the contract duration.

Original Contract Amount:	\$	669,875
Change Order(s) previously ratified:	\$	37,845
Change Order 2 presented for ratification:	\$	0
New Contract Amount:	\$	707,720

Bid 24-16, Roeding Elementary School Confidential Spaces and Administration Building Modernization, Change Order 1 includes but may not be limited to: add door panic hardware; add roof joists; add electrical circuits; add framing, door, hardware, and tempered glass and add 5 days to the contract duration.

Original Contract Amount:	\$	2,014,850
Change Order(s) previously ratified:	\$	0
Change Order 1 presented for ratification:	\$	30,555
New Contract Amount:	\$	2,045,405

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.

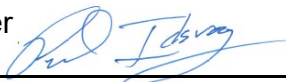
FINANCIAL SUMMARY: Sufficient funds in the amount of \$65,887 are available in the Measure M Fund for Bids 23-23 and 24-16, \$14,546 is available in the Community Redevelopment Grant for Bid 23-48 and \$5,188 is available in the Inclusive Early Education Expansion Program (IEEEP) Grant for Bid 23-66, Sections A-C.

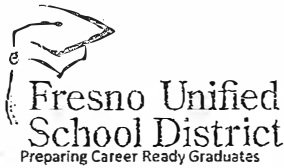
PREPARED BY: Ann Loorz

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 Ericson New Multi-Purpose Building
 4777 East Yale Avenue
 Fresno CA 93703

CHANGE ORDER No. :

04B

DSA File No. :

10-48

Application No.:

02-119122

CONTRACTOR:
 Davis Moreno Construction, Inc.
 4720 N. Blythe
 Fresno CA 93722-

DESIGNER'S PROJECT NO. :

2027

FUSD BID/CONTRACT NO.

23-23

CONTRACTOR P.O. NO. :

77500008

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$8,704,668.00
Net change by previously authorized Change Orders	\$76,173.71
The Contract Sum prior to this Change Order was.....	\$8,780,841.71
The Contract Sum will be adjusted by.....	\$35,332.24
The new Contract Sum including this Change Order will be.....	\$8,816,173.95
The Contract Completion date prior to this Change Order was	10/3/2024
The Contract Time will be adjusted by.....	(2) Calendar Days
The new Contract Completion date, including this Change Order is therefore	10/5/2024

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
 6790 N. West Ave
 Fresno, California 93711

Accepted by:

Davis Moreno Construction, Inc.
 4720 N. Blythe
 Fresno CA 93722-

Authorized by:

Fresno Unified School District
 2309 Tulare Street
 Fresno CA 93721-

DESIGNER:

By: Antonio Avila

Date: 3/4/2024

CONTRACTOR:

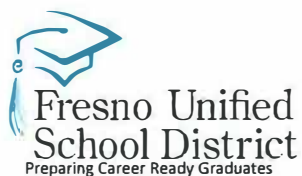
By: Stephen Davis

Date: 3/6/24

OWNER:

By: Alex Belanger, Assoc. Sup.

Date: 3/6/24



Change Order

FUSD Ericson New Multi-Purpose Building
 CHANGE ORDER NO.: 04B
 DATE 3/4/2024
 Project No.: 2027

You are directed to make the following changes in this Contract:

Item 04 - 1

DESCRIPTION OF CHANGE:

Reroute and cap unknown underground domestic water lines.

REASON FOR CHANGE:

During demolition, unknown water lines were discovered. These lines were capped off and rerouted around the footprint of the new building.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

COR 19R SI 009

Amount of this Change Order Item:	INCREASE	\$2,832.50
Time adjustment by this Change Order Item:	UNCHANGED	0

Item 04 - 2

DESCRIPTION OF CHANGE:

The existing low voltage duct bank running along the south footing line was over-excavated by hand and slurried over to prevent damage during construction.

REASON FOR CHANGE:

During demolition, it was discovered that an existing low voltage duct bank ran directly through the southernmost area of the building pad and footings. Accomodations had to be made to protect the duct bank from damage during over-excavation and recompaction. This included concrete slurry over the duct bank and over-excavation by hand.

CHANGE CATAGORY:

Unknown, Unforeseeable, Hidden

DOCUMENT REFERENCE:

RFI 037R DSA CCD 0

Amount of this Change Order Item:	INCREASE	\$31,212.74
Time adjustment by this Change Order Item:	INCREASE	2

You are directed to make the following changes in this Contract:

Item 04 - 3

DESCRIPTION OF CHANGE:

Provide termite control for building slab.

REASON FOR CHANGE:

The project documents did not call for termite control under the slab on grade. This is required for wood framing in new construction.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

OTP 010 COR 026

Amount of this Change Order Item:	INCREASE	\$1,287.00
Time adjustment by this Change Order Item:	UNCHANGED	0

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	\$35,332.24
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	2 Days

***** End of CHANGE ORDER *****

04B



Project Financial Summary

Facilities Management & Planning

Project Name: Ericson New Multi Purpose Room & Interim
DSA #: Interim Housing: 02-120125
DSA #: New MPR: 02-119112
BID #: 23-23

Date: 7-Mar-24
Contractor: Davis Moreno Construction
Architect: Darden Architects
Change Order: 004

Contract Summary:

Bid Award Amount(s)			
Base Bid:	Interim Housing	\$	1,541,540.00
Additive Alternate 4:	Remove of Existing Asphalt Paving, Repair of Irrigation & Re-Seed	\$	97,078.00
Base Bid (Interim Housing) with Add Alt 4		\$	1,638,618.00
Base Bid:	New MPR	\$	8,488,010.00
Additive Alternate 1:	Painted Mural	\$	14,076.00
Additive Alternate 3:	Crack Fill, Stripping, and Sealing Playcourt	\$	32,691.00
Additive Alternate 5:	AV Sound System	\$	77,724.00
Additive Alternate 6:	Temporary Pedestrian Tunnel	\$	92,167.00
Base Bid (Multi-Purpose) with Add Alt 1, 3, 5 & 6		\$	8,704,668.00
Total Agreement Amount:		\$	10,343,286.00

Contract Adjustments:

Total Contract Amount								\$	10,343,286.00
Contract Adjustments:	District Requested	Governing agency req'd change post-bid	Unknown, unforeseen, hidden	Designer E & O	District/Designer	Total			
Interim Housing CO #001	\$ 4,076.27	\$ -	\$ -	\$ 44,646.50	\$ -	\$ 48,722.77			
Interim Housing CO #002	\$ -	\$ -	\$ 9,640.57	\$ -	\$ -	\$ 9,640.57			
Interim Housing CO #003	\$ -	\$ -	\$ -	\$ 14,015.10	\$ -	\$ 14,015.10			
Interim Housing CO #004	\$ -	\$ -	\$ 11,018.70	\$ -	\$ -	\$ 11,018.70			
							\$	83,397.14	
MOD CO #001	\$ (33,125.16)	\$ -	\$ 17,690.92	\$ -	\$ -	\$ (15,434.24)			
MOD CO #002	\$ -	\$ -	\$ 13,813.53	\$ 24,130.70	\$ -	\$ 37,944.23			
MOD CO #003	\$ -	\$ -	\$ 53,663.72	\$ -	\$ -	\$ 53,663.72			
MOD CO #004	\$ -	\$ -	\$ 34,045.24	\$ 1,287.00	\$ -	\$ 35,332.24			
							\$	111,505.95	
Totals:	\$ (29,048.89) -0.3%	\$ - 0.0%	\$ 139,872.68 1.4%	\$ 84,079.30 0.8%	\$ - 0.0%	\$ 194,903.09	\$ 194,903.09	1.9%	
Total Contract Amount with Adjustments							\$	10,538,189.09	



CHANGE ORDER

PROJECT NAME:
2023 Turf Rehabilitaion Various Sites

CHANGE ORDER No. : 001

DSA File No. : NA

Application No. : NA

CONTRACTOR :
Nish-ko Inc.
Fresno, CA

DESIGNER'S PROJECT No. : 223-0129

FUSD BID/CONTRACT No. : 23-48A

CONTRACTOR P.O. No. : 778146A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	509,405.00
Net change by previously authorized Change Orders	\$	-
The Contract Sum prior to this Change Order was	\$	509,405.00
The Contract Sum will be adjusted by	\$	14,546.00
The new Contract Sum, including this Change Order will be	\$	523,951.00
The Contract Completion date prior to this Change Order was		8/14/2023
The Contract Time will be adjusted by	132	
The new Contract Completion date, including this Change Order is therefore		12/24/2023

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:
Blair, Church & Flynn
451 Clovis Ave #200
Fresno, CA 93612
ARCHITECT/ENGINEER:

By: David Briley
Date: 3/11/2024

Accepted by:
Nish-ko Inc.
Fresno, CA
CONTRACTOR:

By: Konrad Nishikawa
Date: 3/11/2024

Authorized by:
Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Asst. Sup.
Date: 3/11/24

You are directed to make the following changes in this Contract:

Item 1-1

DESCRIPTION OF CHANGE:

Modify soil amendments at Malloch & Figarden

REASON FOR CHANGE:

Modify Soil Amendments at Figarden and Malloch Elementary School per soil analysis results.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

C.O.I.R. NUMBER 001

Amount of this Change Order Item:

Increase \$ 7,445.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

At Malloch, cap the existing irrigation and modify landscape in the Northeast softball field apron areas, modify landscape in apron areas at the West softball field, and repair irrigation at the baseball infield and apron area.

REASON FOR CHANGE:

District request.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

C.O.I.R. NUMBER 002

Amount of this Change Order Item:

Increase \$ 3,300.00

Time adjustment by this Change Order Item:

Increase 0 Days



CHANGE ORDER

Item 1-3**DESCRIPTION OF CHANGE:**

At Figarden, add 3 additional rotors located at the infield radius. Replace leaking pop-up heads and install nozzels at the first base, third base, apron, and home plate.

REASON FOR CHANGE:

District Request

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

C.O.I.R. NUMBER 003

Amount of this Change Order Item:

Increase \$ 3,801.00

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4**DESCRIPTION OF CHANGE:**

Add 132 Calendar Days to contract duration.

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:

District and Designer

DOCUMENT REFERENCE:

C.O.I.R. NUMBER 004

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 132



CHANGE ORDER

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 14,546.00
INCREASE 132 DAYS

*** End of CHANGE ORDER ***



Project Financial Summary

Maintenance & Operations

Project Name: Turf Rehabilitation at Various Sites
Malloch and Figarden

DSA #: N/A
BID #: 23-48B

Date: 03/11/24
Contractor: Nish-Ko Inc.
Architect: Blair Church and Flynn
Change Order: 001

Contract Summary:

Bid Award Amount(s)		Base Bid 1:	\$144,464.00
		Base Bid 2:	\$144,719.00
		Base Bid 3:	\$88,047.00
		Base Bid 4:	\$132,175.00
		Additive Alternate 1:	\$
		Additive: Alternate2	\$ -
		Total Agreement Amount:	\$ 509,405.00

Contract Adjustments:

Total Contract Amount							\$	509,405.00
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	\$ 7,101.00	\$ -	\$ 7,445.00	\$ -	\$ -	\$ 14,546.00		
	\$	\$ -	\$ -	\$ -	\$ -			
	\$	\$ -		\$ -	\$ -			
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Totals:	\$ 7,101.00	1% \$ -	0% \$ 7,445.00	1% \$ -	0% \$ -	0% \$ 14,546.00	\$	14,546.00 2.9%
Total Contract Amount with Adjustments							\$	523,951.00



CHANGE ORDER

PROJECT NAME:
Heaton Playground Replacement
Heaton Elementary School

CHANGE ORDER No. : 002

DSA File No. : 10-48

Application No. : 02-120920

CONTRACTOR :
GC Builders
3003 N Monroe
Fresno, CA 93723

DESIGNER'S PROJECT No. : 2222

FUSD BID/CONTRACT No. : 23-66A

CONTRACTOR P.O. No. : 784739A

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	804,500.00
Net change by previously authorized Change Orders	\$	65,604.00
The Contract Sum prior to this Change Order was	\$	870,104.00
The Contract Sum will be adjusted by	\$	5,187.41
The new Contract Sum, including this Change Order will be	\$	875,291.41
The Contract Completion date prior to this Change Order was		25-Oct-23
The Contract Time will be adjusted by	149	
The new Contract Completion date, including this Change Order is therefore		22-Mar-24

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

TAM Architects
6781 N. Palm Ave
Fresno, CA 93704

ARCHITECT/ENGINEER:

By: Jared Ramirez

Date: 3/5/24

Accepted by:

GC Builders
3003 N. Monroe
Fresno, CA 93723

CONTRACTOR:

By: Gerardo Campos

Date: 3/8/24

Authorized by:

Fresno Unified School District
4600 N. Brawley
Fresno, CA 93722

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 3/5/24



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:

Adjjust fencing layout, gate location and swing orientation.

REASON FOR CHANGE:

Adjustments requested by site to improve student supervision, and maintenance access.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

OTP 006, ASI 007

Amount of this Change Order Item:

Increase \$ 5,187.41

Time adjustment by this Change Order Item:

Increase 0 Days

Item 2-2

DESCRIPTION OF CHANGE:

Add 149 Calendar Days to Contract duration.

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

Increase 149 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$ 5,187.41

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 149 DAYS

***** End of CHANGE ORDER *****



CHANGE ORDER

PROJECT NAME:
Webster Playground Replacement
Webster Elementary School

CHANGE ORDER No. :	002
DSA File No. :	10-48
Application No. :	02-120921

CONTRACTOR :
GC Builders
3003 N Monroe
Fresno, CA 93723

DESIGNER'S PROJECT No. :	2223
FUSD BID/CONTRACT No. :	23-66B
CONTRACTOR P.O. No. :	784739B

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	598,800.00
Net change by previously authorized Change Orders	\$	37,542.79
The Contract Sum prior to this Change Order was	\$	636,342.79
The Contract Sum will be adjusted by	\$	-
The new Contract Sum, including this Change Order will be	\$	636,342.79
The Contract Completion date prior to this Change Order was		25-Oct-23
The Contract Time will be adjusted by	149	
The new Contract Completion date, including this Change Order is therefore		22-Mar-24

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

TAM Architects
6781 N. Palm Ave
Fresno, CA 93704
ARCHITECT/ENGINEER:

By: Jared Ramirez
Date: 3/5/24

Accepted by:

GC Builders
3003 N. Monroe
Fresno, CA 93723
CONTRACTOR:

By: Gerardo Campos
Date: 3/8/24

Authorized by:

Fresno Unified School District
4600 N. Braxley
Fresno, CA 93722
OWNER:

By: Alex Belanger | Asst. Sup.
Date: 3/15/24



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:

Add 149 Calendar Days to Contract duration.

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:	Increase \$	-
Time adjustment by this Change Order Item:	Increase	149 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	-
TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:	INCREASE	149 DAYS

***** End of CHANGE ORDER *****



CHANGE ORDER

PROJECT NAME:

New Play Structure and Site Improvements
 3216 N Sierra Vista Ave.
 Fresno, CA 93726

CHANGE ORDER No. :**002**

DSA File No. :

10-48

Application No. :

02-120922

CONTRACTOR :

BDM Inc.
 240 North 12th Ave. Box 306
 Hanford, CA 93230

DESIGNER'S PROJECT No. :

2224

FUSD BID/CONTRACT No. :

22-66C

CONTRACTOR P.O. No. :

784739C

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	669,875.00
Net change by previously authorized Change Orders	\$	37,844.12
The Contract Sum prior to this Change Order was	\$	707,719.12
The Contract Sum will be adjusted by	\$	-
The new Contract Sum, including this Change Order will be	\$	707,719.12
The Contract Completion date prior to this Change Order was		25-Oct-23
The Contract Time will be adjusted by	149	
The new Contract Completion date, including this Change Order is therefore		22-Mar-24

NOTE: Contractor agrees to furnish all labor and materials and perform all of the work described herein, in accordance with the above terms and in compliance with the Contract Documents. The amount of the charges under this Change Order is limited to the charges allowed under the General Requirements. The adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the Contract Time and Contract Sum due to the Contractor arising out of the change in the work covered by this Change Order.

Recommended by:

TAM Architects
 6781 N. Palm Ave
 Fresno, CA 93704

ARCHITECT/ENGINEER:


 By: Jared Ramirez

Date: 3/5/24

Accepted by:

BDM Inc.
 240 North 12th Ave. Box 306
 Hanford, CA 93230

CONTRACTOR:

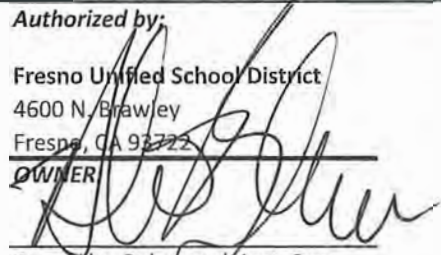

 By: Lyle Bolte

Date: 3/7/2024

Authorized by:

Fresno Unified School District
 4600 N. Brawley
 Fresno, CA 93722

OWNER


 By: Alex Belanger / Asst. Sup.

Date: 3/07/24



CHANGE ORDER

You are directed to make the following changes in this Contract:

Item 2-1

DESCRIPTION OF CHANGE:

Add 149 Calendar Days to Contract duration.

FUSD and Contractor each acknowledge and agree that the Contract remains in full force and effect and nothing in this Change Order shall constitute a waiver by FUSD of any or all rights it has under the Contract or applicable law. No compensation is due to Contractor for the additional days identified in this Change Order.

REASON FOR CHANGE:

Contract time extension to accommodate minor project close-out activities.

CHANGE CATEGORY:

Unknown, Unforeseeable, Hidden condition.

DOCUMENT REFERENCE:

Amount of this Change Order Item:

Increase \$ -

Time adjustment by this Change Order Item:

increase 149 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE -

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 149 DAYS

***** End of CHANGE ORDER *****



CHANGE ORDER

PROJECT NAME:

Roeding Elementary School Modernization
 1225 West Dakota Avenue,
 Fresno, CA 93703

CHANGE ORDER No. :**001**

DSA File No. :

10-H8

Application No. :

01-119994

CONTRACTOR :

GC Builders
 3366 W. Sussex
 Fresno, CA 93722

DESIGNER'S PROJECT No. :

2108

FUSD BID/CONTRACT No. :

24-16

CONTRACTOR P.O. No. :

00000791537

Change Order not valid until signed by Designer, Contractor and Owner. The Contract is changed as follows:

The original Contract Sum was	\$	2,014,850.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	2,014,850.00
The Contract Sum will be adjusted by	\$	30,554.82
The new Contract Sum, including this Change Order will be	\$	2,045,404.82
The Contract Completion date prior to this Change Order was		10/5/2024
The Contract Time will be adjusted by		(5) Calendar Days
The new Contract Completion date, including this Change Order is therefore		10/10/2024

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:

TAM Architects
 6781 N. Palm Ave., #120
 Fresno, CA 93704

ARCHITECT/ENGINEER:

By:

Date: 03/05/2024

Accepted by:

GCBI, Inc. DBA GC Builders
 3366 W. Sussex
 Fresno, CA 93722

CONTRACTOR:

Gerardo Campos

By: Gerardo Campos, President

Date: 03/05/2024

Authorized by:

Fresno Unified School District
 4600 N. Brawley
 Fresno, CA 93722

OWNER:

By: Alex Belanger | Asst. Sup.

Date: 3/05/24

You are directed to make the following changes in this Contract.

Item 1-1

DESCRIPTION OF CHANGE:

Provide credit for FC4, Fan Coil. Existing fan Coil in Janitor's Room is to remain as directed by the District and School Custodian

REASON FOR CHANGE:

The current Fan coil is acceptable, replacement Fan Coil is not necessary

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

RFI #1

Amount of this Change Order Item:

Decrease \$ (1,812.58)

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-2

DESCRIPTION OF CHANGE:

Replace 6 Schlage Lockset with ND53PD Rhodes with 6 Von Duprin Exit devices AX22NL-210NL-GBK

REASON FOR CHANGE:

The Project document did not include the District Standard Panic Hardware

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

ASI 001 & COR #2R

Amount of this Change Order Item:

Increase \$ 3,173.58

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 1-3

DESCRIPTION OF CHANGE:

Remove and dispose of existing air vent on north wall of existing classroom #3. Patch and paint exterior cement plaster to match existing.

REASON FOR CHANGE:

Project documents did not include removal of the existing air vent.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #16 & COR #3

Amount of this Change Order Item:

Increase \$ 1,252.65

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-4

DESCRIPTION OF CHANGE:

Add roof joists to support existing roof area from deflection in the Lobby.

REASON FOR CHANGE:

The Project documents did not reflect the existing support post to remain as shown in the Record Documents. Additional roof joists were necessary to provide required Structural Support.

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

ASI 001 & COR #2R

Amount of this Change Order Item:

Increase \$ 6,643.78

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 1-5

DESCRIPTION OF CHANGE:

Provide electrical power piping and wiring to connect Classroom 2 wall receptacles

REASON FOR CHANGE:

The Project document did not include necessary removal and replacement of power feeders for the classroom 2 wall receptacles

CHANGE CATEGORY:

Designer E & O.

DOCUMENT REFERENCE:

RFI #22 & COR #6

Amount of this Change Order Item:

Increase \$ 1,292.98

Time adjustment by this Change Order Item:

Increase 0 Days

Item 1-6

DESCRIPTION OF CHANGE:

Provide new framing, door, hardware, tempered glass and finishes to administration Lobby

REASON FOR CHANGE:

The added work was necessary to create a single point of entry and controlled access into the site as per request from FUSD Safety Department.

CHANGE CATEGORY:

District requested change.

DOCUMENT REFERENCE:

ASI #2

Amount of this Change Order Item:

Increase \$ 20,004.41

Time adjustment by this Change Order Item:

Increase 5 Days

TOTAL CONTRACT SUM ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE \$30,554.82

TOTAL CONTRACT TIME ADJUSTMENT BY THIS CHANGE ORDER:

INCREASE 5 DAYS

***** End of CHANGE ORDER *****

Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM B-23

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Present and Discuss Expanding Student-Centered and Real-World Learning Experiences

ITEM DESCRIPTION: Included in the Board binders is an update on the collective work of expanding student-centered and real-world learning experiences through aviation, agriculture, and a proposed internship center. The presentation will include information on timelines, milestones, and student outcomes for the programs and associated facilities.

At the April 12, 2023, Board of Education meeting, the Board of Education approved Resolutions 23-47 and 23-48 for the purchase and sale agreements and escrow instructions for properties located near the southwest corner of Kings Canyon Road and Minnewawa Avenue. Consequently, the District owns approximately 17.75 acres of undeveloped land to increase relevant, hands-on experiences by creating year-round opportunities in agriculture education for students districtwide in grades Pre-Kindergarten through twelve. The aviation facility was first shared at the May 20, 2023, Board of Education meeting during the Expanded Learning Opportunities Program (ELOP) presentation. ELOP funding of 49.3 million dollars is allocated to the project.

Finally, the presentation includes an opportunity to align public, non-profit, and private resources across multiple departments with the purpose of opening a student internship center focused on industry-recognized certifications, dual enrollment, connections with industry partners, and an on-board to employment in high-skill, high-wage industry sectors.

FINANCIAL SUMMARY: Not available at this time.

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



ACHIEVING
our **GREATEST**
Potential!

Expanding Student-Centered, Real-World Learning
Experiences

Overview

- Alignment to Initiatives, Programs, and Mandates
- Student Outcomes
- Program Updates – Aviation & Agriculture
- Expanding Student-Centered, Real-World Learning Experiences



Student-Centered, Real-World Learning

State and Federal Emphasis on Apprenticeship

Registered Apprenticeship and Pre-Apprenticeships Allow Students Access to Education and Funding to Access High-Skill/High-Wage Jobs and Careers

Community Partners

Industry Partners Provide Labor Market Needs and Relevant Experience

Industry Certifications

Meaningful Certifications Demonstrate Student Competencies and Skills

Governor's Master Plan for Career Education

Build Skills-based Pathways, Expand Work-based Learning, and Increase Access to Public Benefits and Career Pathways

Portrait of a Learner

Identifies Knowledge, Skills, and Aptitudes for Student Success in College and Careers

Workforce Development

Developing Fresno's Talent Pipeline Through Transferrable Skills

Future Ready Students

K-16 Collaborative - College Access through Dual Enrollment

Real-World Learning Student Outcomes

- Expand Opportunities for Work-Based Learning
 - High Skill/High Wage/High Demand Careers
 - Consider Workforce Needs and Student Interest
 - Internships
 - Apprenticeships (State Superintendent's Call)
- Align with Post-Secondary College and Career Opportunities
- Obtain Industry Recognized Certifications
- Build Social Capital, Technical Skills, and Soft Skills
- Expanded Learning Opportunities for all students



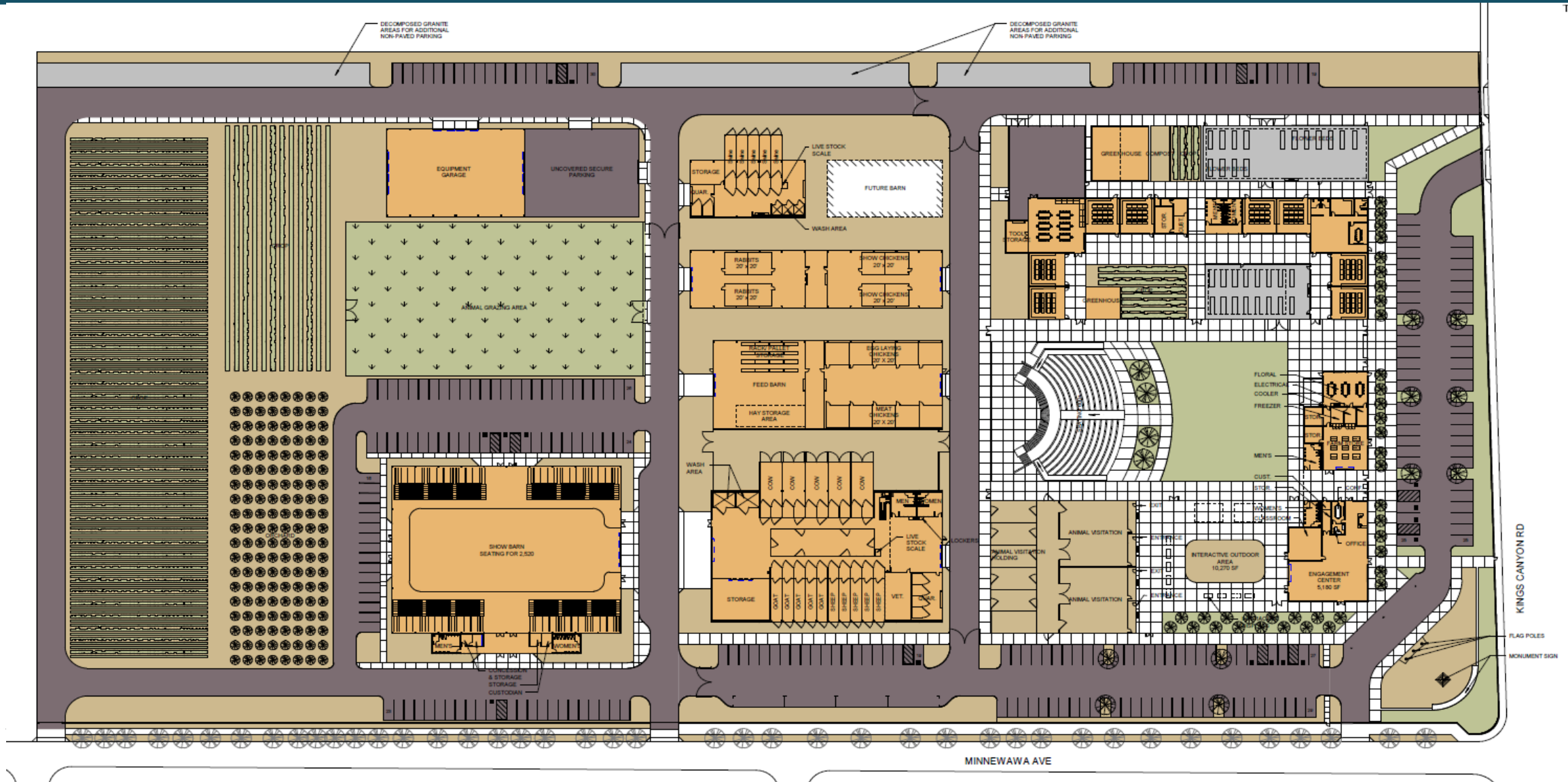
Program	Aviation (Funding: ELOP)	Agriculture (Funding: Proposed Future Bond)
Updates	Architect created Design Concept Obtained Approvals from: CalTrans Aeronautics, California Department of Education Finalizing Lease Contract with Fresno Airports Construction Quality Assurance (CQA) Plan, including Soils Testing	Board Approved Purchase of 17.75 Acres April 2023 Implemented Future Farmers of America (FFA) Chapter In Conceptual Design
Timeline/Next Steps	Complete and Mitigate Construction Quality Assurance Approval from City of Fresno for Lease Agreement Proposed Fall 2027 Program Launch	Continuing to Gather Feedback

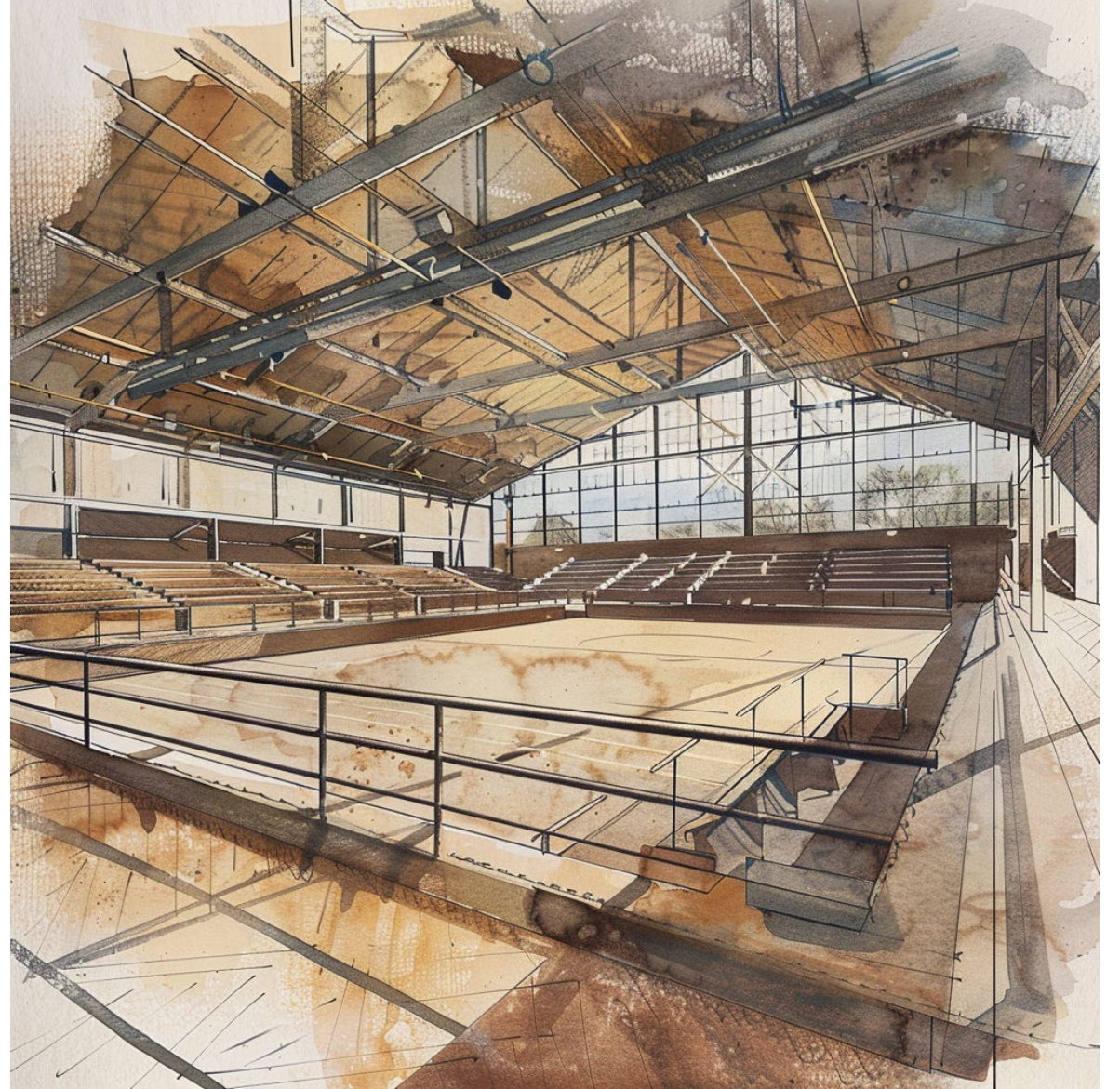
Program Updates

Student Outcomes

Program	Aviation (Funding: ELOP)	Agriculture (Funding: Proposed Future Bond)
Student Outcomes	Grades 11 & 12 half-day training program serving 200 students Certification & Licensure for Pilot Training Certification for Mechanical/Technician Training Dual Enrollment / College Credit Internships K-8 School-day Engagement Center Aviation Summer & Winter Camps Afterschool Programs	Grades 9-12 serving 1700 students Certifications Dual Enrollment / College Credit Internships K-8 School-Day Engagement Center Agriculture Summer and Winter Camps Afterschool Programs Student-Led Enterprise (Community Store and Farmer's Markets)

17.75 Acre Agriculture Facility





Innovation, Discovery, Education and Apprenticeship (IDEA) Campus

Outcomes and Opportunities for Future-Ready Students

- Industry Recognized Certifications
- Dual Enrollment / College Credit
- Paid Internship/Pre-Apprenticeship / Apprenticeship
- K-12 Experiences (Camps, Fieldtrips, Job Shadow)
- Cross-Training Across Multiple Industry Sectors
- Networking and Building Social Capital



Key Drivers of the IDEA Campus

- Student-Led Manufacturing Enterprise and Training
- Partners:
 - The City of Fresno, Career Nexus, San Joaquin Valley Manufacturing Alliance, Betts Manufacturing, PNM Company, Trades Unions, Fresno City College, California State University, Fresno, Fresno-Madera K-16 Collaborative, California Tooling and Machining Apprentice Association
- Student Accessibility
- Potential Interdepartmental Synergies:
 - CCR Department Offices
 - Storage (cost savings)
 - Information Technology Department



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM B-24

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Ratify

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Opportunity for Public Disclosure and Ratification of the 2023-2026 Negotiated Successor Tentative Agreement between Fresno Unified School District and Fresno Teachers Association Trades

ITEM DESCRIPTION: Included in the Board binders is a copy of the Tentative Agreement between Fresno Unified School District and the Fresno Teachers Association Trades.

In accordance with Government Code 3547.5, all major provisions of collective bargaining agreements are to be presented at a public meeting of the public-school employer before the employer enters into a written agreement with exclusive representative.

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

PREPARED BY: Annarita Howell

DIVISION: Human Resources/Labor Relations
PHONE NUMBER: (559) 457-3713

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

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



Fresno Unified School District
Board Agenda Item

Board Meeting Date: April 24, 2024,

AGENDA ITEM B-25

AGENDA SECTION: B

(A – Consent, B – Discussion, C – Receive)

ACTION REQUESTED: Discuss

(Adopt, Approve, Discuss, Receive)

TITLE AND SUBJECT: Present and Discuss the 2024/25 Strategic Budget Development Phase IV

ITEM DESCRIPTION: At the January 24, 2024, Board of Education meeting the 2024/25 Governor's Proposed Budget and the district's preliminary strategic budget development were discussed. On April 24, 2024, staff and the Board will continue budget development discussions including the following:

- Updated information regarding the 2024/25 Governor's Proposed Budget
- Improve academic performance at challenging levels
 - Psychological & Guidance
 - Special Education
 - Information Technology
 - Enterprise Services
 - Learner Support
 - Network
- Increase inclusive opportunities for families to engage in their student's education
 - Engagement & External Partnerships
 - School Leadership
- Increase recruitment and retention of staff reflecting the diversity of the community
 - Teacher Development
 - Human Resources
- Prior budget updates based on board feedback

FINANCIAL SUMMARY: Not available at this time.

PREPARED BY: Kim Kelstrom

DIVISION: Business and Financial Services

PHONE NUMBER: (559) 457-6226

CABINET APPROVAL: Patrick Jensen,
Chief Financial Officer

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

