#### REGULAR BOARD MEETING AGENDA

Wednesday, August 8, 2018
HESD District Office Board Room
714 N. White Street, Hanford, CA

#### OPEN SESSION

5:30 p.m.

- Call to Order
- Members Present
- Pledge to the Flag

#### 1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

(In order to insure that members of the public are provided an opportunity to address the Board on agenda items or non-agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public comments portion of the agenda, or at the time the matter is taken up by the Board. A person wishing to be heard by the Board shall first be recognized by the President and identify themselves. Individual speakers are allowed three minutes to address the Board. The Board shall limit total time for public input on each item to 20 minutes.)

- a) Public comments
- b) Board and staff comments
- c) Requests to address the Board at future meetings
- d) Review Dates to remember

### 2. CONSENT ITEMS

(Items listed are considered routine and may be adopted in one motion. If discussion is required, a particular item may be removed upon request by any Board member and made a part of the regular business.)

- a) Accept warrant listings dated June 22, 2018; June 29, 2018; July 6, 2018; July 13, 2018; July 20, 2018 and July 27, 2018.
- b) Approve minutes of Regular Board Meeting held on June 27, 2018.
- c) Approve interdistrict transfers as recommended.

#### 3. INFORMATION ITEMS

- a) Receive for information the quarterly report regarding William Uniform Complaints (Gabler)
- b) Receive for information the filing of the Notice of Completion for John F. Kennedy Jr. High School roof project (Mulligan)

### 4. BOARD POLICIES AND ADMINISTRATION

- a) Consider approval of the Memorandum of Understanding with Pioneer Union Elementary School District (Gabler)
- b) Consider approval of Memorandum of Understanding with Michael S. Mayer, OD and Askash Shah, OD (McConnell)
- c) Hear and consider approval for approval 2018-2019 LCAP Federal Addendum (Carlton)
- d) Consider award for the new administration and library building at Jefferson Charter (Mulligan)
- Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.
- Any individual who requires disability-related accommodations or modifications, including auxiliary aides and services, in order to participate in the Board meeting should contact the Superintendent in writing.

- e) Consider approval of contract with TWB Inspections to oversee the new administration and library building project at Jefferson Charter Academy (Mulligan)
- f) Consider approval of the following revised Board Policy and Administrative Regulation: (Endo)
  - BP/AR 3320 Claims and Actions Against the District

### 5. **PERSONNEL** (Martinez)

a) Employment

### Certificated, effective 8/9/18

• Jessica Gonzales, Probationary Teacher

### Classified Management

 Joel Cooley, Transportation Services Program Manager – 8.0 hrs., Transportation/District Services Facilities, effective 7/16/18

#### Classified

- Britney Caetana, READY Program Tutor 4.5 hrs., Lincoln, effective 8/9/18
- Monique Cantu, READY Program Tutor 4.5 hrs., Richmond, effective 8/9/18
- Jessica Castro, READY Program Tutor 4.5 hrs., Roosevelt, effective 8/9/18
- Summer Contreras, Special Education Aide 5.0 hrs., Wilson, effective 8/14/18
- Gabriella Gomez, Special Education Aide 5.0 hrs., Hamilton, effective 8/14/18
- Katia Hawkins, Bilingual Student Specialist, K-6 8.0 hrs., Roosevelt, effective 7/31/18
- Stephanie Llamas, Bilingual Clerk Typist II 5.0 hrs., Monroe, effective 7/31/18
- Yolanda Macias, Special Education Aide 5.0 hrs., Richmond, effective 8/14/18
- Stephanie Mendes, Special Education Aide 5.0 hrs., Kennedy, effective 8/14/18
- Heather Miller, Special Education Aide 5.0 hrs., Richmond, effective 8/14/18
- Molly Mobley, Educational Tutor K-6 3.5 hrs., Monroe, effective 8/30/18
- Cindy Navarro, READY Program Tutor 4.5 hrs., King, effective 8/9/18
- Carolyn Paz, Special Education Aide 5.0 hrs., Lincoln, effective 8/14/18
- Ada Portilla, READY Program Tutor 4.5 hrs., Simas, effective 8/9/18
- Melissa Rodriguez, READY Program Tutor 4.5 hrs., King, effective 8/9/18
- Crystal Santos, READY Program Tutor 4.5 hrs., Roosevelt, effective 8/9/18
- Gayle Tackett, Educational Interpreter 6.5 hrs., Hamilton, effective 8/13/18
- Alison Vidal, Special Education Aide 5.0 hrs., Richmond, effective 8/14/18
- Tiffany West, Special Education Aide 5.0 hrs., Roosevelt, effective 8/14/18

#### Yard Supervisors

- Heidi Augusto, Yard Supervisor 2.5 hrs., Washington, effective 8/14/18
- Mariah Benitez, Yard Supervisor 2.5 hrs., Monroe, effective 8/14/18
- Veronica Godinez, Yard Supervisor 3.0 hrs., Jefferson, effective 8/14/18
- Veronica Gonzalez, Yard Supervisor 2.0 hrs., King, effective 8/14/18
- Dianna Heredia, Yard Supervisor 2.5 hrs., Wilson, effective 8/14/18
- Sanita Ieronimo, Yard Supervisor 3.5 hrs., Simas, effective 8/14/18
- Yvette Mena, Yard Supervisor 1.25 hrs., Monroe, effective 8/14/18
- Julie Neelings, Yard Supervisor 2.0 hrs., Monroe, effective 8/14/18
- Carmen Olivares, Yard Supervisor 2.5 hrs., Jefferson, effective 8/14/18
- Carlos Perez-Reyna, Yard Supervisor 1.5 hrs., Roosevelt, effective 8/14/18
- Nallely Vargas Ramirez, Yard Supervisor 2.0 hrs., Roosevelt, effective 8/14/18
- Miriam Sanchez Rodriguez, Yard Supervisor 2.5 hrs., Jefferson, effective 8/14/18
- Veronica Rodriguez, Yard Supervisor 2.0 hrs., Hamilton, effective 8/14/18
- Sandra Torres, Yard Supervisor 2.0 hrs., King, effective 8/14/18

### Temporary Employees/Substitutes

- Oscar Barron, Short-term Licensed Vocational Nurse 4.0 hrs., Kennedy, effective 8/8/18 to 10/8/18
- Cheyenne Breer, Substitute Yard Supervisor, effective 8/14/18; Short-term Yard Supervisor – 1.75 hrs., Wilson, effective 8/14/18 to 10/19/18
- Yesenia Caro, Substitute Yard Supervisor, effective 8/14/18
- Angela Corona, Substitute Yard Supervisor, effective 8/14/18
- Karen Ortega Garcia, Substitute Yard Supervisor, effective 8/14/18
- Maria Munoz Gomez, Substitute Yard Supervisor, effective 8/14/18; Short-term Yard Supervisor – 2.0 hrs., Jefferson, effective 8/14/18 to 10/19/18
- Justin Miranda, Substitute Groundskeeper II, effective 7/10/18
- Carmen Olivares, Yard Supervisor 2.5 hrs., Jefferson, effective 8/14/18
- Callie Pritchett, Substitute Special Education Aide, effective 8/14/18
- Destiny Ramirez, Substitute Babysitter, READY Program Tutor and Yard Supervisor, effective 8/14/18
- Olga Ramirez, Substitute Yard Supervisor, effective 8/14/18
- Jennifer Robles, Substitute Yard Supervisor, effective 8/14/18
- Jennifer Navarro Rodriguez, Substitute Yard Supervisor, effective 8/14/18
- Jorge Valtierra, Substitute Groundskeeper I, effective 6/28/18

### b) Resignations

- Raquel Alvarez, Teacher, Kennedy, effective 6/6/18
- Edith Banks, Substitute Yard Supervisor, effective 5/22/18
- Debora Harris, Yard Supervisor 2.0 hrs., Washington, effective 6/6/18
- Benjamin Lopez, Substitute Custodian II and Groundskeeper I, effective 4/20/18
- Miguel Ormonde, Substitute Custodian II, effective 8/23/17
- Jessica Parra, Substitute Yard Supervisor, effective 6/6/18
- Alene Rodriguez, Substitute Yard Supervisor, effective 6/4/18
- Charles Williams, READY Program Tutor 4.5 hrs., Washington, effective 6/6/18
- Brittany Winters, Licensed Vocational Nurse 6.0 hrs., Hamilton, effective 6/6/18
- Patricia "Kathie" Woughter, Yard Supervisor 2.5 hrs., Lincoln, effective 6/6/18

### c) Promotion/Transfer

- Ashley Costa, from Food Service Worker II 2.5 hrs., Wilson to Food Service Utility Worker – 3.5 hrs., Food Services, effective 8/13/18
- d) Certificated Transfers/Reassignments, effective 8/9/18

#### **Involuntary Transfers**

- Jaqueline Huerta, from Hamilton Kindergarten to King Kindergarten
- Ariela Dzerigian, from King 1st Grade to King 2nd Grade
- Amy Gonsalves, from Monroe 1st Grade to Roosevelt 4th Grade
- Marci Mendoza, from Roosevelt 2nd Grade to Roosevelt 1st Grade
- Juana Aguilar, from Washington 4th Grade to Jefferson 2nd Grade
- Jennifer Fossett, from Washington Kindergarten to Washington 2nd Grade

#### Combination Class Assignment

 Anastasia Prisaznik, from Richmond Kindergarten to Richmond Transitional Kindergarten/Kindergarten Combination Class

### **Voluntary Transfers**

- Angela Protzman, from Lincoln 5th Grade to Wilson 7th Math/Science
- Timerie Correia, from King 5th Grade to Washington 1st Grade

- Mayra Martin, from King 6th Grade to King 3rd Grade
- Andrew Martinez, from King Kindergarten to Richmond 1st Grade
- Kellie Noji, from Monroe 2nd Grade to Kennedy 7th ELA/SS
- Vanessa Gomez, from Richmond 1st Grade to Simas 1st Grade
- Priscilla Garivay, from Richmond 3rd Grade to Richmond 2nd Grade
- Jordan Jackson, from Richmond 5th Grade to Richmond 3rd Grade
- Maria Rosales, from Simas 1st Grade to Simas 2nd Grade
- Lupe Hernandez, from Washington 1st Grade to Hamilton 2nd Grade

#### Reinstatement

- Lisa Hinojos, from Lincoln Transitional Kindergarten/Kindergarten to Lincoln Kindergarten Voluntary Reassignment
  - Charles Cole, from Hamilton SDC to Wilson SDC
- e) Temporary Out of Class Assignment
  - Fred Vargas, from Groundskeeper II 8.0 hrs., to Irrigation Specialist 8.0 hrs., Grounds/DSF, effective 7/2/18 to 7/20/18
- f) Provisional Internship Permit (PIP)

The following employees will be employed on the basis of a Provisional Internship Permit for the 2018-19 school year:

- Jaqueline Gonzales, 1st Grade, Richmond School
- Frederick Williams, 6th Grade, Lincoln School
- Breanna Young, 4th Grade, Roosevelt School
- g) Approve Variable Term Waiver Request, EC 44253.3
  - BCLAD (new waiver) for Juana Aguilar, 2nd Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year
  - BCLAD (renewal) for Rick Calvillo, 4th Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year
  - BCLAD (renewal) for Jesus Rodriguez, 5th Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year
  - BCLAD (new waiver) for Cindy Stowe, 8th Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year
  - BCLAD (renewal) for Isabel Vega, 4th Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year

#### 6. FINANCIAL (Endo)

- a) Consider adoption of Resolution #1-19: Budget revisions 45 day update
- b) Consider approval of mandated cost consultant contract with Mandate Resource Services
- c) Consider approval of architectural services agreement with Mangini Architecture for modernization of Richmond Elementary School
- d) Consider approval of architectural services agreement with Mangini Architecture for modernization of Roosevelt Elementary School

#### ADJOURN MEETING

### HANFORD ELEMENTARY SCHOOL DISTRICT

### AGENDA REQUEST FORM

TO:	Joy C. Gabler				
FROM:	David Endo				
DATE:	07/30/2018				
FOR:	<ul><li>☑ Board Meeting</li><li>☑ Superintendent's Cabinet</li></ul>				
FOR:	☐ Information				
Date you wish t	have your item considered: 08/08/2018				
ITEM: Consider approv	al of warrants.				
	on is requesting the approval of the warrants as listed on the registers dated $18,07/06/18,07/13/18,07/20/18$ and $07/27/18$ .				
FISCAL IMPA See attached.	CT:				
RECOMMEN	PATIONS:				

Approve the warrants.

### Warrant Register For Warrants Dated 06/22/2018

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6/22/2018	8:49:24AM

Warrant Number	Vendor Number	Vendor Name		Amount
12582101	6	AAA SECURITY INC.	Other Services	\$352.00
12582102	5012	ALVES & SONS DIESEL REPAIR INC.	Service//Repairs	\$140.00
12582103	59	AMERIPRIDE UNIFORM SERVICES	Uniform/Mat Services	\$445.91
12582104	6253	AT&T	Telephone	\$1,766.87
12582105	3947	ATKINSON ANDELSON LOYA RUUD &	ROMO Legal Services	\$4,097.63
12582106	7167	AVERIE GRACE DESIGNS	Supplies	\$809.91
12582107	3258	BANK OF AMERICA	Travel/Supplies	\$379.83
12582108	7188	GUSTAVO A CASAS	Cafeteria Refund	\$10.30
12582109	3012	CBS DOOR	Supplies	\$150.38
12582110	7163	THE CHARLES MACHINE WORKS INC	Equip/Trencher	
12582111	7195	CHOWCHILLA ELEMENTARY SCHOOL		\$15.36
12582112	7189	MARIA DAVID	Cafeteria Refund	\$6.50
12582113	7073	DECORATOR DRAPERIES	Supplies	\$22,144.98
12582114	6453	FLOWERS BAKING COMPANY	Food	\$58.80
12582115	1769	FRESNO PRODUCE	Food	\$13,352.70
12582116	1393	GAS COMPANY	Utilities/Gas	\$202.20
12582117	591	GOLD STAR FOODS	Food	\$423.17
12582117	6963	GONZALEZ ARCHITECTS		\$40,678.00
12582118	7190		Buildings/Improvement Cafeteria Refund	
12582119		AARON GUZMAN		\$4.40
	641 630	HANFORD ELEM. REVOLVING FUND	Supplies/Books	\$990.15
12582121		CITY OF HANFORD	Buildings/Improvement	\$9,420.72
12582122	685	HI-LINE	Supplies	\$641.12
12582123	5703	TERESA JAQUEZ	Instructional Consultant	\$109.20
12582124	5828	KINGS COUNTY DEPT OF PUBLIC WOR		\$94.33
12582125	796 <b>-</b> 101	KINGS COUNTY OFFICE OF ED	Other Services	\$28.00
12582126	7191	MINDY KONG	Cafeteria Refund	\$86.00
12582127	6962	KRAZAN AND ASSOCIATES INC.	Buildings/Improvement	\$768.00
12582128	7006	LEADER SERVICES	Other Services	\$931.75
12582129	7192	ELVA LOPEZ	Cafeteria Refund	\$10.60
12582130	2243	MATSON ALARM	Services/Repairs	\$36.00
12582131	5510	NEWEGG.COM	Suppies	\$49.21
12582132	1074	OUTDOOR CREATIONS INC.	Equip/Bench	\$1,201.20
12582133	5111	P & R PAPER SUPPLY COMPANY INC	Supplies/Food	\$621.14
12582134	3072	JENNIFER PITKIN	Reimb-Supplies	\$246.35
12582135	1168	PRODUCERS DAIRY PRODUCTS	Food	\$2,991.43
12582136	1082	PROMOTE MARKETING CONCEPTS	Supplies	\$1,343.74
12582137	4518	R MARK RICHARD	Buildings/Improvment	\$49,835.00
12582138	7193	MARIA RUIZ	Cafeteria Refund	\$32.35
12582139	5084	SACRAMENTO COUNTY OFFICE OF ED	UCATION Supplies	\$529.02
12582140	1303	SAVE MART SUPERMARKETS	Supplies/Food	\$59.94
12582141	5803	SCHOOL ENERGY COALITION	Dues	\$260.00
12582142	1326	SCHOOL SERVICES OF CALIF. INC.	Conference	\$700.00
12582143	1356	SILVAS OIL COMPANY INC.	Fuel	\$895.63
12582144	1801	SMART & FINAL STORES (HFD KIT)	Supplies/Food	\$107.85
12582145	2031	SOUTHWEST SCH & OFFICE SUPPLY	Warehouse Supplies	\$186.58
12582146	1403	STANISLAUS FOUNDATION – DENTAL	Other Services	\$11,989.30
12582147	2188	SUPPLYWORKS	Warehouse Supplies	\$29,644.69
12582148	1444	SYSCO FOODSERVICES OF MODESTO	Supplies/Food	\$3,310.60

### Warrant Register For Warrants Dated 06/22/2018

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Warrant Number	Vendor Number	Vendor Name		Amount
12582149	6823	TCG GROUP HOLDINGS	Other Services	\$262.00
12582150	5774	TEACHER SYNERGY LLC	Supplies	\$100.47
12582151	7182	TEK VISIONS	Equip/Computers	\$29,408.06
12582152	7194	CARLOS VALDIVIA	Cafeteria Refund	\$53.35
12582153	7170	WEVIDEO INC.	License	\$317.00

**Total Amount of All Warrants:** 

\$247,521.58

### Credit Card Register For Payments Dated 06/22/2018

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<b>Document Number</b>	Vendor Number	Vendor Name		Amount
14023298	297	CENTRAL SANITARY SUPPLY	Warehouse Supplies	\$1,517.54
14023299	529	FOLLETT SCHOOL SOLUTIONS	Books	\$12,526.04
14023300	652	HANFORD SENTINEL	Services-Employment Ads	\$2,550.50
14023301	5007	JORGENSEN COMPANY	Services	\$1,309.40
14023302	2584	KIMBALL MIDWEST	Supplies	\$71.11
14023303	806	KINGS COUNTY TROPHY	Supplies	\$2,219.54
14023304	4878	QUEST SOFTWARE INC.	License	\$5,073.54
14023305	5764	QUINN COMPANY	Supplies	\$167.60
14023306	1314	SCHOLASTIC INC.	Books	\$3,396.65
14023307	1350	SIGN WORKS	Supplies	\$462.34
14023308	3513	SIGNMAX	Supplies	\$51.10
14023309	2888	TARGET SPECIALTY PRODUCTS	S Supplies	\$238.52
14023310	598	WINGFOOT COMMERCIAL TIRE	SYS Service/Repairs	\$2,191.12

**Total Amount of All Credit Card Payments:** 

\$31,775.00

### Warrant Register For Warrants Dated 06/29/2018

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7/2/2018 8:30:09AM

Warrant Number	Vendor Number	Vendor Name		Amount
12582892	6	AAA SECURITY INC.	Services	\$480.00
12582893	6431	AMAZON.COM	Supplies	\$5,474.30
12582894	6253	AT&T	Phone Services	\$41.77
12582895	6705	ARLO BRAUN	Reimb/Travel	\$118.70
12582896	3465	CATHERINE A CASTANEDA	Reimb/TB Test	\$25.00
12582897	324	CHILDS & COMPANY INC.	Supplies	\$633.00
12582898	331	CLASSIC CHARTER	Services	\$5,617.00
12582899	3068	DEBRA COLVARD	Reimb/Travel	\$34.72
12582900	2560	CRUSHA ELECTRIC MOTOR	Supplies	\$810.39
12582901	414	DELL COMPUTER CORPORATION	Equipment	\$3,242.35
12582902	427	DIDAX	Supplies (Allowance)	\$84.75
12582903	4815	DIGITECH INTEGRATIONS INC	Supplies	\$231.53
12582904	5786	DOCUMENT TRACKING SERVICES	Services (Translation)	\$2,408.91
12582905	6994	ESP SURVEYING INC.	Build Imp	\$1,520.00
12582906	505	ESTRELLITA	Supplies	\$3,955.86
12582907	1769	FRESNO PRODUCE	Food	\$1,118.21
12582908	2297	FRESNO ROOFING CO. INC.	Build Imp	\$40,522.50
12582909	2290	ROBERT A. GARCIA	Advance Travel	\$152.00
12582910	1393	GAS COMPANY	Utilities/Gas	\$181.59
12582911	571	GEARY PACIFIC SUPPLY	Equipment	\$4,186.29
12582912	3305	GILBERT ELECTRIC COMPANY	Equip/Build Imp	\$12,170.00
12582913	6963	GONZALEZ ARCHITECTS	Build Imp	\$48,424.43
12582914	7196	GRAVIC INC.	Services	\$3,035.00
12582915	620	GRISWOLD LASALLE COBB DOWD	Services/Legal	\$36.50
12582916	652	HANFORD SENTINEL	Services/Ad	\$103.85
12582917	4532	HENRY SCHEIN INC	Warehouse	\$2,709.03
12582918	4597	IVS COMPUTER TECHNOLOGY	Equipment/Smartboards	\$386,361.77
12582919	7145	JEFF PAINTING	Repairs	\$65,977.50
12582920	5840	KELLY PAPER	Supplies	\$276.61
12582921	796	KINGS COUNTY OFFICE OF ED	Services	\$22,561.92
12582922	912	MANGINI ASSOCIATES INC.	Build Imp/Services/Repairs	\$5,786.63
12582923	2243	MATSON ALARM	Repairs	\$36.00
12582924	977	ORAL E. MICHAM INC.	Build Imp	\$535,700.28
12582925	7198	JUSTIN MIRANDA	Reimb/TB Test	\$20.00
12582926	994	MOBILE MODULAR MGMT. CORP.	Rentals	\$18,512.01
12582927	7197	MOLLY MOBLEY	Reimb/TB Test	\$20.00
12582928	7199	MATT OKUMOTO	Advance Travel	\$304.00
12582929	1112	PEREIRA'S FLOOR COVERING	Supplies Supplies	\$414.50
12582930	4088	ESTHER PHELPS	Reimb/Rewards	\$74.97
12582931	3726	SHELBY POOLE	Reimb/Exam	\$70.00
12582932	1168	PRODUCERS DAIRY PRODUCTS	Food	\$272.33
12582933	2993	TIM REVIOUS	Advance Travel	\$152.00
12582934	1232	RICHARD'S TREE SERVICE	Services	\$6,000.00
12582935	4518	R MARK RICHARD	Build Imp/Repairs	\$38,450.00
12582936	1374			\$38,430.00
12582937	3800	SMART & FINAL STORES (HFD DO) SONITROL OF FRESNO	Supplies Services Papairs	\$8,594.01
12582937	1392		Services Repairs	\$5,741.57
14304730	1374	SOUTHERN CALIFORNIA EDISON C	O OHIHES/EIECHIC	φυ,/41.5/

### Warrant Register For Warrants Dated 06/29/2018

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Warrant Number	Vendor Number	Vendor Name		Amount
12582940	1404	STANISLAUS FOUNDATION – ADMIN	Services	\$2,584.75
12582941	1403	STANISLAUS FOUNDATION – DENTAL	Services	\$12,044.10
12582942	2207	STUDIES WEEKLY INC.	Supplies	\$281,283.20
12582943	7092	SUNCREST BANK	Build Imp	\$28,194.76
12582944	5586	SUPERIOR SOIL SUPPLEMENTS	Supplies	\$8,968.78
12582945	2188	SUPPLYWORKS	Warehouse	\$4,678.30
12582946	1466	TERMINIX INTERNATIONAL	Services/Pest Ctrl	\$7,865.00
12582947	1466	TERMINIX INTERNATIONAL	Pest Control	\$25.00
12582948	2138	THE TREE HOUSE	Warehouse	\$608.32
12582949	4114	TULARE COUNTY OFFICE OF EDUCATION	Services	\$12,469.90
12582950	1506	TWB INSPECTIONS	Build Imp	\$6,525.00
12582951	6644	TYLER TECHNOLOGIES	Services	\$8,045.00
12582952	1508	U.S. POSTAL SERVICE (CMRS-FP)	Postage	\$7,000.00
12582953	1780	UNITED RENTALS	Equipment	\$7,400.25
12582954	1544	VALLEY OAK CABINET MFG.	Repairs	\$890.00
12582955	2404	VAVRINEK TRINE DAY & CO. LLP	Services/Audit	\$11,700.00
12582956	1556	NORMA VERA	Refund/Taxes	\$793.34
12582957	1647	VERITIV OPERATING COMPANY	Supplies	\$847.01
12582958	1558	VERIZON WIRELESS	Utilities/Phone	\$487.07
12582959	1575	WALMART COMMUNITY RFCSLLC	Supplies	\$857.66
12582960	1603	WESTERN BUILDING MATERIALS	Supplies	\$1,225.70

**Total Amount of All Warrants:** 

\$1,637,408.39

### Credit Card Register For Payments Dated 06/29/2018

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<b>Document Number</b>	Vendor Number	Vendor Name		Amount
14023352	4676	ACTION EQUIPMENT RENTALS	Grad Rentals	\$896.40
14023353	91	AUTOMATED OFFICE SYSTEMS	New Equip (copier)	\$9,647.14
14023354	4859	CALIFORNIA DIESEL COMPLIANCE	Smog Inspections	\$756.00
14023355	297	CENTRAL SANITARY SUPPLY	Warehouse Supplies	\$3,288.93
14023356	3629	EDUCATIONAL TESTING SERVICE	Services (Scoring)	\$878.90
14023357	4271	GOLDEN EAGLE CHARTER INC.	Services	\$1,399.00
14023358	5690	INDOFF INCORPORATED	Supplies	\$5,201.63
14023359	806	KINGS COUNTY TROPHY	Supplies	\$2,197.02
14023360	1121	PERMA-BOUND	Books	\$13,359.25
14023361	4878	QUEST SOFTWARE INC.	Services	\$10,068.92
14023362	1278	S & S WORLDWIDE INC.	Supplies	\$882.36
14023363	4485	SHELCO INDUSTRIES	Repairs	\$199.48

**Total Amount of All Credit Card Payments:** 

\$48,775.03

### Warrant Register For Warrants Dated 07/06/2018

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Warrant Number	Vendor Number	Vendor Name	Amount
12583478	6112	JENNIFER BAYS Travel & Conf	\$127.00
12583479	7171	CONN DOORS Repairs	\$1,758.77
12583480	4925	LINDA CRUZ Travel & Conf	\$76.00
12583481	386	CSBA Memberships	\$19,650.00
12583482	6141	CYPRESS RISK MANAGEMENT Insurance	\$13,283.60
12583483	7204	CURTIS DAVIS Other Services	\$20.00
12583484	4815	DIGITECH INTEGRATIONS INC Leases	\$3,858.40
12583485	6882	EDUCATIONAL DESIGN Travel & Conf	\$5,900.00
12583486	5360	EDUPOINT EDUCATIONAL SYSTEMS Software Licenses	\$26,953.19
12583487	2290	ROBERT A. GARCIA Mileage	\$236.53
12583488	1393	GAS COMPANY Gas	\$130.65
12583489	7205	KATIA HAWKINS Other Services	\$10.00
12583490	3470	CAROLYN L HUDGINS Travel & Conf	\$127.00
12583491	6133	JACKSON NATIONAL LIFE INSURANCE Retiree Benefits	\$5,252.00
12583492	6682	MUSIC EDUCATION CONSULTANTS INC Travel & Conf	\$585.00
12583493	1915	POSTMASTER PO Box Fee	\$1,380.00
12583494	2993	TIM REVIOUS Mileage	\$236.53
12583495	4518	R MARK RICHARD Repairs	\$12,500.00
12583496	4031	SIX FLAGS MAGIC MOUNTAIN Field Trip	\$4,823.75
12583497	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$31,158.65
12583498	1403	STANISLAUS FOUNDATION - DENTAL Other Services	\$18,525.80
12583499	2233	TERMINIX PROCESSING CENTER Pest Control	\$6,423.05
12583500	4064	TULARE COUNTY OFFICE OF ED Travel & Conf	\$125.00
12583501	6132	ASHLEY WELCH Travel & Conf	\$127.00
12583502	6435	ZOHO CORP Software Licenses	\$1,295.10

**Total Amount of All Warrants:** 

\$154,563.02

### Credit Card Register For Payments Dated 07/06/2018

Page 1 of 1 7/6/2018 7:24:02AM

<b>Document Number</b>	Vendor Number	Vendor Name	Amount
14023424	82	ASCD Dues & Memberships	\$89.00
14023425	273	CASBO Dues & Memberships	\$2,000.00
14023426	5747	CRISIS PREVENTION INSTITUTE (C Travel & Conf	\$600.00

**Total Amount of All Credit Card Payments:** 

\$2,689.00

### Warrant Register For Warrants Dated 07/13/2018

Page 1 of 2 7/13/2018 7:08:56AM

Warrant Number	Vendor Number	Vendor Name	Amount
12583712	5012	ALVES & SONS DIESEL REPAIR INC. Repairs	\$70.00
12583713	6431	AMAZON.COM Office Supplies/Inst'l Matl's	\$1,702.96
12583714	6973	AMERICAN MODULAR SYSTEMS INC. Buildings & Improvements	\$86,953.50
12583715	59	AMERIPRIDE UNIFORM SERVICES Mop/Mat/Laundry Services	\$2,991.32
12583716	7207	JANICE ARAGON Summer Health & Welfare	\$352.66
12583717	1879	DON ARAKELIAN Summer Health & Welfare	\$44.99
12583718	4390	JOHN ARNETT Summer Health & Welfare	\$731.13
12583719	7074	DEBORAH ARNOLD Travel & Conf	\$79.00
12583720	6630	CALIFORNIA SCIENCE LEAGUE Travel & Conf	\$175.00
12583721	242	STATE OF CALIFORNIA Fuel	\$69.76
12583722	3068	DEBRA COLVARD Travel & Conf	\$5.00
12583723	7160	CREATIVE ALTERNATIVES SCHOOL Other Services	\$6,426.00
12583724	5838	CREDENTIAL COUNSELORS & Travel & Conf	\$349.49
12583725	405	DASSEL'S PETROLEUM INC. Fuel	\$5,860.22
12583726	405	DASSEL'S PETROLEUM INC. Fuel	\$87.22
12583727	6419	JAMIE DIAL Supplies	\$29.46
12583728	4281	DOUBLETREE HOTEL MODESTO Travel & Conf	\$281.04
12583729	509	EWING IRRIGATION PRODUCTS Grounds Supplies	\$5,450.69
12583730	3682	FASTENAL Maintenance Supplies	\$16.59
12583731	535	FOUR STAR MARKETING INC. Marketing	\$130.29
12583731	2141	FRESNO COUNTY OFFICE OF ED Travel & Conf	\$995.00
12583732	1769	FRESNO PRODUCE Food	\$965.80
12583733	1393	GAS COMPANY Gas	\$346.90
12583734	591	GOLD STAR FOODS Food	\$969.04
12583736	2544		\$160.00
12583737		EVA GONZALEZ Travel & Conf	
	3656	HANFORD AUTO & TRUCK PARTS Maintenance/Transportation Suppli	
12583738	632	CITY OF HANFORD Water/Sewer	\$19,375.78
12583739	2427	HOME DEPOT CREDIT SERVICES Maintenance Supplies	\$154.60
12583740	713	HOUGHTON MIFFLIN Inst'l Consultant	\$3,750.00
12583741	3784	BEATRIZ HUIZAR Travel & Conf	\$160.00
12583742	779	KEENAN & ASSOC. CPIC Summer Health & Welfare	\$5,010.00
12583743	778	KEENAN & ASSOC. MED. EYE SERV. Summer Health & Welfare	\$10,014.55
12583744	1783	KELLER MOTORS Maintenance Supplies	\$71.00
12583745	3962	KINGS COUNTY GLASS Repairs	\$330.47
12583746	801	KINGS COUNTY MOBILE LOCKSMITH Repairs	\$279.65
12583747	796	KINGS COUNTY OFFICE OF ED Other County Costs	\$6,954.97
12583748	808	KINGS WASTE & RECYCLING Garbage	\$111.65
12583749	986	LAWNMOWER MAN Grounds Services	\$59.80
12583750	838	LAWRENCE TRACTOR COMPANY Grounds/Transportation Supplies	\$142.42
12583751	2243	MATSON ALARM Other Services	\$285.00
12583752	5605	NORTHERN CALIFORNIA RELIEF Insurance	\$335,326.00
12583753	6257	ORCHARD SUPPLY HARDWARE Maint/Grounds/Trans/Custodial Suppl	lies \$1,128.05
12583754	6674	PHYSIUS PHYSICAL THERAPY & WELLNESS Other Services	\$100.00
12583755	1168	PRODUCERS DAIRY PRODUCTS Food	\$399.84
12583756	1188	QUILL LLC Warehouse	\$17,353.93
12583757	1367	SISC III Summer Health & Welfare	\$552,331.00
12583758	1392	SOUTHERN CALIFORNIA EDISON CO. Electricity	\$38,600.47
12583759	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$165.85

### Warrant Register For Warrants Dated 07/13/2018

Page 2 of 2 7/13/2018 7:08:56AM

Warrant Number	Vendor Number	Vendor Name	Amount
12583760	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$20,460.32
12583761	4381	STAPLES - BUSINESS ADVANTAGE Office Supplies	\$148.62
12583762	6140	SUPER CO-OP Other Services	\$726.62
12583763	6823	TCG GROUP HOLDINGS Other Services	\$262.00
12583764	1466	TERMINIX INTERNATIONAL Pest Control	\$397.00
12583765	5946	THE HARTFORD Summer Health & Welfare	\$1,150.50
12583766	1521	UNITED REFRIGERATION INC. Maintenance Supplies	\$509.40
12583767	2653	VALLEY OXYGEN Maintenance Supplies	\$104.84
12583768	1556	NORMA VERA Summer Health & Welfare	\$352.66
12583769	6943	WEST VALLEY SUPPLY Grounds Supplies	\$181.72

**Total Amount of All Warrants:** 

\$1,132,183.93

### Credit Card Register For Payments Dated 07/13/2018

Page 1 of 1 7/13/2018 7:09:19AM

<b>Document Number</b>	Vendor Number	Vendor Name	Amount
14023446	2	A-Z BUS SALES INC Transportation Supplies	\$2,100.28
14023447	91	AUTOMATED OFFICE SYSTEMS Leases	\$5,210.32
14023448	176	BSN SPORTS Warehouse	\$6,546.56
14023449	3629	EDUCATIONAL TESTING SERVICE Testing Services	\$540.74
14023450	5690	INDOFF INCORPORATED Facilities Supplies	\$2,456.03
14023451	831	LAKESHORE LEARNING Warehouse	\$2,197.28
14023452	1802	MEDALLION SUPPLY Maintenance/Grounds Supplies	\$364.29
14023453	1002	MORGAN & SLATES INC. Maintenance Supplies	\$85.26
14023454	3131	SHERWIN-WILLIAMS CO Maintenance Supplies	\$729.55
14023455	898	WILLIAM V. MACGILL & CO Warehouse	\$1,106.02

**Total Amount of All Credit Card Payments:** 

\$21,336.33

### Warrant Register For Warrants Dated 07/20/2018

Page 1 of 1 7/20/2018 7:53:21AM

Warrant Number	Vendor Number	Vendor Name	A	mount
12584153	3340	ACADEMIC THERAPY PUBLICATIONS	Supplies	\$265.46
12584154	6253	AT&T	Phone	\$2,241.35
12584155	3947	ATKINSON ANDELSON LOYA RUUD & ROM	IO Legal Services	\$2,295.57
12584156	2758	BALLOONS EVERYWHERE	Supplies	\$501.53
12584157	113	BARNES AND NOBLE-5886056	Books (non-textbooks)	\$675.68
12584158	236	STATE OF CALIFORNIA	Services (fingerprinting)	\$1,064.00
12584159	1667	CDW GOVERNMENT INC.	Supplies	\$616.14
12584160	4178	COOK'S COMMUNICATION	Supplies	\$242.23
12584161	6625	COSCO FIRE PROTECTION	Services	\$2,805.00
12584162	3618	CURRICULUM ASSOCIATES INC.	Books (non-textbooks)	\$935.36
12584163	3370	DANNIS WOLIVER & KELLEY	Conference	\$2,000.00
12584164	497	EMPLOYMENT DEVELOPMENT DEPT.	Unemployment Ins	\$5,325.79
12584165	1393	GAS COMPANY	Util-Gas	\$191.41
12584166	6262	NANCY GONZALES	Reimb-Supplies	\$21.74
12584167	5290	KEENAN & ASSOCIATES	Insurance	\$2,021.02
12584168	5828	KINGS COUNTY DEPT OF PUBLIC WORKS	Fuel	\$85.35
12584169	2491	MID-COUNTY FIRE EXTINGUISHER	Services	\$6,947.88
12584170	6853	SAN JOSE MARRIOTT HOTEL	Travel	\$969.66
12584171	3800	SONITROL OF FRESNO	Services-Alarm	\$402.00
12584172	1392	SOUTHERN CALIFORNIA EDISON CO.	Util-Electric	\$9,689.72
12584173	2031	SOUTHWEST SCH & OFFICE SUPPLY	Whse-Supplies	\$1,055.34
12584174	2188	SUPPLYWORKS	Supplies/Repairs	\$3,148.13
12584175	1519	UNITED LABORATORIES	Supplies	\$594.30
12584176	1596	WESTED	Conference	\$3,200.00

**Total Amount of All Warrants:** 

\$47,294.66

### Credit Card Register For Payments Dated 07/20/2018

Page 1 of 1 7/20/2018 7:54:41AM

<b>Document Number</b>	Vendor Number	Vendor Name		Amount
14023506	4876	BRAIN POP	License	\$2,395.00
14023507	5747	CRISIS PREVENTION INSTITUTE (C	Supplies	\$1,426.43
14023508	5139	DLT SOLUTIONS LLC	License	\$3,510.00
14023509	652	HANFORD SENTINEL	Services/Class Ads	\$1,887.75
14023510	5326	PARC ENVIRONMENTAL	Services/Repairs	\$16,915.00
14023511	1278	S & S WORLDWIDE INC.	Whse/Supplies	\$427.67

**Total Amount of All Credit Card Payments:** 

\$26,561.85

### Warrant Register For Warrants Dated 07/27/2018

Page 1 of 2 7/27/2018 7:12:22AM

Warrant Number	Vendor Number	Vendor Name	Amount
12584577	6909	AAF FLANDERS Maintenance Supplies	\$5,346.47
12584578	6431	AMAZON.COM Office/Maintenance/Custodial Supplies	\$3,211.86
12584579	3258	BANK OF AMERICA Office Supplies/Travel & Conf	\$5,955.50
12584580	7208	BRITNEY CAETANA Other Services	\$20.00
12584581	232	STATE OF CALIFORNIA Use Tax	\$35,037.00
12584582	6746	RAQUEL CARRILLO Travel & Conf	\$156.00
12584583	355	CDT INC. Other Services	\$198.00
12584584	352	COMFORT INN Travel & Conf	\$93.94
12584585	1670	CONTRACT PAPER GROUP INC Warehouse	\$23,396.37
12584586	4178	COOK'S COMMUNICATION Repairs	\$50.00
12584587	6999	KATHRYN COZ Travel & Conf	\$156.00
12584588	6957	SARA CRISP Travel & Conf	\$156.00
12584589	4925	LINDA CRUZ Travel & Conf/Mileage	\$396.03
12584590	392	CUMMINS PACIFIC LLC Repairs	\$2,939.36
12584591	3618	CURRICULUM ASSOCIATES INC. Books	\$581.78
12584592	5773	DISCOVERY CUBE ORANGE COUNTY Inst'l Matl's	\$4,187.29
12584593	5150	ARIELA DZERIGIAN Travel & Conf	\$156.00
12584594	3567	E.L. ACHIEVE Books/Software Licenses	\$6,760.40
12584595	4346	EAI EDUCATION Inst'l Matl's	\$243.94
12584596	6811	FLOCABULARY Software Licenses	\$16,500.00
12584597	3479	FRESNO RACK AND SHELVING Office Matl's	\$243.46
12584598	1393	GAS COMPANY Gas	\$78.00
12584599	1902	HANDWRITING WITHOUT TEARS Books	\$438.00
12584600	685	HI-LINE Transportation Supplies	\$533.51
12584601	6069	INTERACTIVE EDUCATIONAL SERVICES INC Software Licenses	\$6,600.00
12584602	4077	BRITTNEY JUAREZ Travel & Conf	\$156.00
12584603	796	KINGS COUNTY OFFICE OF ED Other County Costs	\$10,772.98
12584604	7006	LEADER SERVICES Other Services	\$151.73
12584605	6236	ALEXANDRIA LEMOS Travel & Conf	\$156.00
12584606	994	MOBILE MODULAR MGMT. CORP. Leases	\$73,296.00
12584607	7162	MOTIVATIONAL MILLENNIAL LLC Inst'l Consultant	\$1,500.00
12584608	7209	MARIA MUNOZ Other Services	\$21.00
12584609	7185	NATIONAL SCHOOL FORMS INC. Inst'l Matl's	\$485.14
12584610	7025	PICCADILLY INN Travel & Conf	\$101.27
12584611	572	RAYMOND GEDDES & COMPANY INC. Inst'l Matl's	\$637.54
12584612	7201		
12584613		REMIND101 INC. Software Licenses	\$15,000.00
	4511	DOUG ROSE Maintenance Supplies	\$28.93
12584614	5904	CRUZ SANCHEZ-LEAL Travel & Conf	\$156.00
12584615	5079	SCHOOL KIDS HEALTHCARE Warehouse	\$1,233.44
12584616	5608	SCHOOLCITY INC Software Licenses	\$24,279.20
12584617	3743	SHRED-IT USA – FRESNO Shred Service	\$2,732.52
12584618	4330	SIERRA SCHOOL EQUIPMENT CO Equipment	\$4,568.85
12584619	1374	SMART & FINAL STORES (HFD DO) Supplies	\$106.52
12584620	2031	SOUTHWEST SCH & OFFICE SUPPLY Warehouse	\$36,448.62
12584621	1403	STANISLAUS FOUNDATION – DENTAL Other Services	\$30,062.90
12584622	2348	STEVE WEISS MUSIC Band Supplies	\$137.29
12584623	2207	STUDIES WEEKLY INC. Textbooks	\$31,282.80
12584624	2188	SUPPLYWORKS Warehouse	\$215.54

### Warrant Register For Warrants Dated 07/27/2018

Page 2 of 2 7/27/2018 7:12:22AM

Warrant Number	Vendor Number	Vendor Name	Amount
12584625	6944	TETER LLP Buildings & Improvements	\$5,647.56
12584626	2138	THE TREE HOUSE Office Supplies	\$625.24
12584627	1504	TURF STAR INC. Repairs	\$1,727.89
12584628	1508	U.S. POSTAL SERVICE (CMRS-FP) Postage	\$4,500.00
12584629	7210	JESSICA VALENCIA Office Supplies	\$27.84
12584630	5905	KATELYN WARNER Travel & Conf	\$156.00
12584631	1591	WENGER CORPORATION Equipment	\$6,649.74
12584632	2817	JESSIE WILLIAMS Travel & Conf	\$156.00
12584633	6452	BREANNA YOUNG Travel & Conf	\$156.00

**Total Amount of All Warrants:** 

\$366,611.45

### Credit Card Register For Payments Dated 07/27/2018

Page 1 of 1 7/27/2018 7:12:43AM

<b>Document Number</b>	Vendor Number	Vendor Name	Amount
14023547	273	CASBO Conference	\$2,962.50
14023548	3335	DUDE SOLUTIONS INC. Other Services	\$6,743.16
14023549	509	<b>EWING IRRIGATION PRODUCTS Grounds Supplies</b>	\$907.17
14023550	599	GOPHER SPORT Equipment/Inst'l Matl's	\$1,845.71
14023551	5778	HAMERAY PUBLISHING GROUP INC. Textbooks	\$17,659.73
14023552	652	HANFORD SENTINEL Buildings & Improvements	\$795.05
14023553	1111	J W PEPPER & SON INC Books	\$228.49
14023554	831	LAKESHORE LEARNING Inst'l Matl's	\$748.61
14023555	1071	ORIENTAL TRADING CO. INC. Inst'l Matl's	\$6,394.68
14023556	4776	PALOS SPORTS Athletic Supplies	\$1,500.29
14023557	2281	PAR INC. Special Ed Matl's	\$399.60
14023558	1147	POSITIVE PROMOTIONS Inst'l Matl's	\$1,355.07
14023559	3745	PRO-ED Special Ed Matl's	\$210.10
14023560	1214	REALLY GOOD STUFF Inst'l Matl's	\$779.28
14023561	2524	ROCHESTER 100 INC. Allowance/Inst'l Matl's	\$2,337.95
14023562	1313	SCHOLASTIC TEACHERS STORE Books	\$838.51
14023563	3722	SCHOOL MATE Inst'l Matl's	\$3,010.00
14023564	1753	SMILEMAKERS Inst'l Matl's	\$157.49
14023565	5391	STARFALL EDUCATION Software Licenses	\$540.00

**Total Amount of All Credit Card Payments:** 

\$49,413.39

# Hanford Elementary School District Minutes of the Regular Board Meeting June 27, 2018

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on June 27, 2018 at District Office Board Room, 714 N. White Street, Hanford, CA.

#### Call to Order

Vice President Revious called the meeting to order at 5:30 p.m. Trustee Hernandez and Strickland were present. President Garner and Trustee Garcia were absent.

# HESD Managers Present

Joy C. Gabler, Superintendent, and the following administrators were present: Doug Carlton, David Endo, David Goldsmith, Lucy Gomez, Gerry Mulligan, Jill Rubalcava and Jay Strickland.

**Public Comments None** 

Board and Staff Comments

None

Requests to Address the Board None

# Dates to Remember

Vice President Revious reviewed dates to remember: Holiday July 4th - Offices closed; School Office open - August 2nd; Regular Board Meeting on August 8th at 5:30 p.m.; no Friday News until August 3rd.

#### **CONSENT ITEMS**

Trustee Revious made a motion to take consent items "a" through "f" together. Trustee Hernandez seconded: motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

Trustee Revious then made a motion to approve consent items "a" through "f". Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

The items approved are as follows:

- a) Accept warrant listings dated June 8, 2018 and June 15, 2018.
- b) Approve minutes of Regular Board Meeting held on June 13, 2018.
- c) Approve legal contracts for the 2018-19 fiscal year with Griswold, LaSalle, Cobb, Dowd, & Gin LLP and Atkinson, Andelson, Loya, Ruud & Romo.
- d) Approve donation of \$811.28 from PTC to Jefferson Charter Academy to be used to cover student incentives.
- e) Approve donation of \$2,557.73 from PTC to Lee Richmond to be used towards meals

for sports team tournaments and end of year award medals and ribbons.

f) Consider adoption of Resolution #29-18: Absent Board Member Compensation

### **INFORMATION ITEMS**

### 7/01/17-5/31/18

Financial Report David Endo, Chief Business Official, presented for information the monthly financial reports for the period of 7/01/2017-5/31/2018.

#### **BP/AR 3320**

David Endo, Chief Business Official, presented for information the following revised Board Policy and Administrative Regulation: BP/AR 3320 - Claims and Actions Against the District

#### **BOARD POLICIES AND ADMINISTRATION**

### 2017-18 HESD **LCAP**

The District's stakeholder groups, including the District English Learners Advisory Committee and the Parent Advisory Committee recommended approval of the LCAP.

Trustee Revious made a motion to adopt the 2018-19 Hanford Elementary School District Local Control Accountability Plan (LCAP). Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

### 2017-18 **Jefferson LCAP**

Trustee Revious made a motion to adopt the 2018-19 Hanford Elementary School District Local Control Accountability Plan (LCAP). Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland - Yes

### **Out of State** Travel

Trustee Revious made a motion to approve out-of-state travel for the VanderCook College of Music Mariachi Workshop. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland - Yes

### Lighstspeed Systems Contract

Trustee Revious made a motion to approve renewal contract with Lightspeed Systems for on-premise and mobile web filtering. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious - Yes Strickland - Yes

### **JFK Notice of** Completion

Trustee Revious made a motion to approve the filing of the Notice of Completion for the exterior painting project at John F. Kennedy Jr. High School. Trustee Hernandez seconded: motion carried 3-0:

Hernandez - Yes Revious - Yes

Strickland - Yes

## Contract

**ASCD Consultant** Trustee Revious made a motion to approve consultant contract with ASCD for an online professional development platform called ASCD Activate Professional Learning Network. Trustee Hernandez seconded: motion carried 3-0:

> Hernandez – Yes Revious – Yes Strickland - Yes

### Remind Consultant Contract

Trustee Revious made a motion to approve consultant contract with Remind. Trustee Hernandez seconded: motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland - Yes

#### AR 4212.1

Trustee Revious made a motion to approve revised Administrative Regulation 4212.1 – Employment Contracts (revised and title change to Employment Agreements). Trustee Hernandez seconded: motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland - Yes

**CSEA Agreement** Gabler thanked the CSEA negotiating team for working well with the District in settling negotiations in record time. She values the relationship that the District has with CSEA and the teams worked well together.

> Ron Riso, President to CSEA, stated that he appreciated the positive process of negotiations; the outcome came out very well and he appreciated the Board's approval.

Trustee Revious made a motion to approve the negotiated amendments to the 2017-2020 Collective Bargaining Agreement with the California School Employee Association (CSEA), Chapter #344. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

Yard Supervisors, Trustee Revious made a motion to approve an increase to the starting hourly

**Babysitters &** rate for Yard Supervisors, Babysitters and Walk-on Athletic Coaches to \$12.50 an hour

Walk-on Coaches' effective July 1, 2018. Trustee Hernandez seconded; motion carried 3-0:

**Salary Increase** Hernandez – Yes Revious - Yes

Strickland - Yes

Management, **Professional** Specialist & Confidential Employees' Salary Increase Trustee Revious made a motion to approve a four percent (4%) salary increase as of July 1, 2018 for all Management, Professional Specialists, and Confidential Employees. Along with an \$11/month increase per employee to the healthcare cap effective October 1, 2018. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious - Yes Strickland - Yes

# Salary Increase

Superintendent's Trustee Revious made a motion to approve an Amendment to the Superintendent's Contract to reflect a four percent (4%) salary increase as of July 1, 2018 along with an \$11 per month increase to the healthcare cap effective October 1, 2018. Trustee Hernandez seconded: motion carried 3-0:

> Hernandez – Yes Revious - Yes Strickland - Yes

#### **PERSONNEL**

Trustee Revious made a motion to take Personnel items "a" through "m" together. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious - Yes Strickland - Yes

Trustee Revious then made a motion to approve Personnel items "a" through "m". Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious - Yes Strickland - Yes

The following items were approved:

#### Item "a" -**Employment**

#### Certificated, effective 8/9/18

• Monica Cano, Teacher, Probationary

#### Temporary Employees/Substitutes/Yard Supervisors

- Alejandro Acevedo, Short-term Custodian II 8.0 hrs., Monroe, effective 6/19/18 to 8/10/18
- Kerri Borba, Substitute Educational Interpreter, effective 8/14/18
- Denise Hurt, Substitute Special Circumstance Aide and Special Education Aide, effective 8/14/18

#### Item "b" -Resignations

 Kou Xiong, Substitute Alternative Education Program Aide and Custodian I, effective 9/15/17

#### Item "c" -Retirement

- John Arnett, Bus Driver 6.0 hrs., Transportation/DSF, effective 6/6/18
- Norma Vera, Parent Liaison Specialist 8.0 hrs., Curriculum, Instruction and Professional Development, effective 6/13/18 (revised)

#### Item "d" -Promotion

Tammy Johnson, from Special Services Analyst – 8.0 hrs., to Program Manager for Special Services – 8.0 hrs., Special Services, effective 7/1/18

#### Item "e" - More Hours

• Maria Jones, Bus Driver, from 4.5 hrs. to 6.0 hrs., Transportation/DSF, effective 8/10/18

#### Item "f" -Voluntary Demotion/ Decrease in

• Kendra Banuelos, from Special Education Aide – 5.0 hrs. to READY Program Tutor – 4.5 hrs., Hamilton, effective 8/9/18 (revised)

#### **Hours**

Item "g" – Lateral Change/More Hours/Transfer  Kristina Neves, from Food Service Worker II – 2.5 hrs., Wilson to Alternative Education Program Aide – 5.5 hrs., Community Day School, effective 8/14/18

Item "h" - Leave of Absence

Lindsay Fuller, Teacher, effective 2018-19 school year, child rearing

Item "i" - Job Description  Program Manager for Special Services (revised and retitled from Special Services Analyst)

Item "j" – Salary/Wage Schedules for 2018-19

- Management/Professional Specialist/Confidential Salary Schedule
- Non-Represented Part-Time Employee Wage Schedule
- Classified Substitute/Temporary Wage Schedule

Item "k" – Fully Qualified Educators  Adopt Declaration of Need for Fully Qualified Educators for 2018-2019 School Year (Title 5, 80026) – Attached

Item "I" – Annual Statement of Need Annual Statement of Need for 30-Day Substitute Teaching Permits

• The Governing Board of the Hanford Elementary School District declares that a sufficient number of credentialed teachers are not available to fill vacancies for substitute teaching during the 2018-2019 school year. Therefore, the District is filing an annual statement of need with the Kings County Office of Education to allow Emergency 30-Day Substitute Permit holders to fill day-to-day substitute needs.

Item "m" -Volunteers NameSchoolRosa AlcarazJeffersonGrecia BarajasJeffersonFrancisca RamosJefferson

#### **FINANCIAL**

Resolution #24-18

Trustee Revious made a motion to adopt Resolution #24-18: Education Protection Account Spending Determination. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

# Resolution #25-18

Trustee Revious made a motion to adopt Resolution #25-18: Budget Revisions – Budget adoption. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

# Resolution #26-18

Trustee Revious made a motion to adopt Resolution #26-18: Board Delegation of Powers. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

# Resolution #28-18

Trustee Revious made a motion to adopt Resolution #28-18, which allows the District to apply for funding from the California Energy Commission's School Bus Replacement Program. Trustee Hernandez seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

#### 2018-19 HESD Budget

Trustee Revious made a motion to adopt the 2018-19 Hanford Elementary School District Budget. Trustee Strickland seconded; motion carried 3-0:

Hernandez – Yes Revious – Yes Strickland – Yes

#### Adjournment

There being no further business, Vice President Revious adjourned the meeting at 5:55 p.m.

Respectfully submitted,

Joy C. Gabler,

Secretary to the Board of Trustees

Approved:		
	Tim Revious, Vice President	Lupe Hernandez, Clerk

1-001	No	A/D	Sch Reg'd	Home Sch	Date
1-002					
1-003	I-001	A	Monroe	Pioneer	7/30/2018
1-004	I-002	Α	Roosevelt	Lakeside	7/30/2018
1-004	I-003	Α	Simas	Pioneer	7/30/2018
I-005					
I-006	I-004	A	Simas	Pioneer	7/30/2018
I-007	I-005	Α	Washington	Lemoore	7/30/2018
I-008	I-006	Α	Washington	Lemoore	7/30/2018
I-008	1.007	^	Marana di c	1	7/20/2019
I-009	1-007	A	Kenneuy	Lemoore	7/30/2018
I-010	I-008	Α	Kennedy	Lemoore	7/30/2018
I-011	I-009	Α	Wilson	Lakeside	7/30/2018
I-011	I-010	٨	King	Lakosido	7/30/2018
I-012	1-010		Kilig	Lakeside	7/30/2016
I-013	I-011	А	King	Lakeside	7/30/2018
I-014	I-012	А	Wilson	Pioneer	7/30/2018
I-014	I-013	Α	Hamilton	Armona	7/30/2018
I-015					
I-016	I-014	A	Hamilton	Armona	7/30/2018
I-017	I-015	Α	Kennedy	Visalia	7/30/2018
I-017         A         Kennedy         Pioneer         7/30/2018           I-018         A         Hamilton         Pioneer         7/30/2018           I-019         A         Hamilton         Pioneer         7/30/2018           I-020         A         Monroe         Pioneer         7/30/2018           I-021         A         Monroe         Pioneer         7/30/2018	I-016	A	Hamilton	Pioneer	7/30/2018
I-018         A         Hamilton         Pioneer         7/30/2018           I-019         A         Hamilton         Pioneer         7/30/2018           I-020         A         Monroe         Pioneer         7/30/2018           I-021         A         Monroe         Pioneer         7/30/2018	1.047		IZ I	D'	
I-019         A         Hamilton         Pioneer         7/30/2018           I-020         A         Monroe         Pioneer         7/30/2018           I-021         A         Monroe         Pioneer         7/30/2018	1-017	A	Kennedy	Pioneer	//30/2018
I-020 A Monroe Pioneer 7/30/2018 I-021 A Monroe Pioneer 7/30/2018	I-018	А	Hamilton	Pioneer	7/30/2018
I-021 A Monroe Pioneer 7/30/2018	I-019	A	Hamilton	Pioneer	7/30/2018
I-021 A Monroe Pioneer 7/30/2018	1.020	۸	Monroo	Dionogr	7/20/2019
	1-020	A	MINITIOE	rioneei	7730/2010
I-022 A Richmond Kingsburg 7/30/2018	I-021	Α	Monroe	Pioneer	7/30/2018
	I-022	Α	Richmond	Kingsburg	7/30/2018
I-023 A Richmond Corcoran 7/30/2018	I-023	A	Richmond	Corcoran	7/30/2018

I-024	Α	Richmond	Corcoran	7/30/2018
I-025	А	Roosevelt	Pioneer	7/30/2018
I-026	А	Simas	Armona	7/30/2018
I-027	А	Simas	Caruthers	7/30/2018
I-028	A	Simas	Pioneer	7/30/2018
I-029	Α	Washington	KRH	7/30/2018
I-030	Α	Roosevelt	Lakeside	7/30/2018
I-031	А	Roosevelt	Lakeside	7/30/2018
I-032	Α	Washington	Pioneer	7/30/2018
I-033	А	Monroe	Pioneer	7/30/2018
I-034	А	Richmond	Lemoore	7/30/2018
I-035	А	Kennedy	Armona	7/30/2018
I-036	Α	Kennedy	Armona	7/30/2018
I-037	А	Hamilton	Armona	7/30/2018
I-038	А	Lincoln	Pioneer	7/30/2018
I-039	А	Wilson	Lemoore	7/30/2018
I-040	А	Hamilton	Woodlake	7/30/2018
I-041	А	Simas	Pioneer	7/30/2018
I-042	Α	Monroe	Pioneer	7/30/2018
I-043	А	Wilson	Laton	7/30/2018
I-044	А	Wilson	Laton	7/30/2018
I-045	Α	Lincoln	Pioneer	7/30/2018
I-046	Α	Roosevelt	Armona	7/30/2018
I-047	А	Roosevelt	Armona	7/30/2018

I-048	А	King	Visalia	7/30/2018
I-049	А	King	Visalia	7/30/2018
I-050	А	Monroe	Armona	7/30/2018
I-051	А	Monroe	Armona	7/30/2018
I-052	A	Simas	Pioneer	7/30/2018
I-053	Α	Monroe	KRH	7/30/2018
I-054	А	Wilson	Armona	7/30/2018
I-055	А	Washington	Pioneer	7/30/2018
I-056	А	Richmond	Armona	7/30/2018
I-057	A	Lincoln	Kit Carson	7/30/2018
I-058	А	Hamilton	Visalia	7/30/2018
I-059	А	Richmond	Visalia	7/30/2018
I-060	А	Richmond	Kit Carson	7/30/2018
I-061	A	Richmond	Kit Carson	7/30/2018
I-062	А	Wilson	Pioneer	7/30/2018
I-063	А	Kennedy	Lemoore	7/30/2018
I-064	А	Lincoln	Lemoore	7/30/2018
I-065	A	Lincoln	Lemoore	7/30/2018
I-066	А	Lincoln	Lemoore	7/30/2018
I-067	A	Lincoln	Lemoore	7/30/2018
I-068	А	Roosevelt	Lemoore	7/30/2018
I-069	А	Richmond	Lemoore	7/30/2018
I-070	А	Jefferson	Pioneer	7/30/2018
I-071	А	Jefferson	Pioneer	7/30/2018

I-072	А	King	Armona	7/30/2018
I-073	А	Wilson	Armona	7/30/2018
I-074	А	King	Armona	7/30/2018
I-075	А	King	Armona	7/30/2018
I-076	А	Simas	Armona	7/30/2018
I-076	А	Monroe	Tulare	7/30/2018
I-077	А	Monroe	Tulare	7/30/2018
I-078	А	Simas	Pioneer	7/30/2018
I-079	А	Kennedy	Armona	7/30/2018
I-080	А	King	Armona	7/30/2018
I-081	А	Jefferson	Visalia	7/30/2018
I-082	А	Jefferson	Visalia	7/30/2018
I-083	А	Richmond	Lakeside	7/30/2018
I-084	А	Richmond	Lakeside	7/30/2018
I-085	А	Jefferson	Visalia	7/30/2018
I-086	А	Jefferson	Pioneer	7/30/2018
I-087	А	Jefferson	Pioneer	7/30/2018
I-088	А	Wilson	Pioneer	7/30/2018
I-089	А	Jefferson	Pioneer	7/30/2018
I-090	А	Wilson	Pioneer	7/30/2018
I-091	А	Jefferson	Lemoore	7/30/2018
I-092	А	Jefferson	Lemoore	7/30/2018
I-093	А	Wilson	Armona	7/30/2018

I-094	А	Simas	Armona	7/30/2018
I-095	А	Hamilton	Clovis	7/30/2018
I-096	А	Jefferson	Lakeside	7/30/2018
I-097	А	Richmond	Armona	7/30/2018
I-098	А	King	Armona	7/30/2018
I-099	А	King	Armona	7/30/2018
I-100	А	Monroe	Armona	7/30/2018
I-101	А	Monroe	Armona	7/30/2018
I-102	А	Wilson	Pioneer	7/30/2018
I-103	А	Wilson	Lemoore	7/30/2018
I-104	А	Wilson	Amrona	7/30/2018
I-105	А	Wilson	Pioneer	7/30/2018
I-106	D	Lincoln	Armona	7/30/2018
I-107	А	Jefferson	Kit Carson	7/30/2018
I-108	А	Kennedy	Lakeside	7/30/2018
I-109	А	Lincoln	Lakeside	7/30/2018
I-110	А	Lincoln	Lakeside	7/30/2018
I-111	А	Lincoln	Lakeside	7/30/2018

No	A/D	Sch Req'd	Home Sch	Date
O-001	Α	Lemoore	Simas	7/30/2018
O-002	Α	Armona	King	7/30/2018
O-003	Α	Kit Carson	Hamilton	7/30/2018
O-004	Α	Kit Carson	Hamilton	7/30/2018
O-005	Α	Kit Carson	Hamilton	7/30/2018
O-006	Α	Dos Palos	Simas	7/30/2018
O-007	Α	Dos Palos	Simas	7/30/2018
O-008	Α	Kit Carson	Hamilton	7/30/2018
O-009	Α	Kit Carson	Hamilton	7/30/2018
0-010	Α	Kit Carson	Wilson	7/30/2018
0-011	Α	Kit Carson	Wilson	7/30/2018
0-012	Α	Armona	Lincoln	7/30/2018
0-013	Α	Armona	Wilson	7/30/2018
0-014	Α	Kit Carson	Lincoln	7/30/2018
0-015	Α	Kit Carson	Wilson	7/30/2018
0-016	Α	Kit Carson	Monroe	7/30/2018
0-017	Α	Pioneer	Washington	7/30/2018
0-018	Α	Kit Carson	Richmond	7/30/2018
0-019	Α	Kit Carson	Richmond	7/30/2018
O-020	Α	Kit Carson	Kennedy	7/30/2018
O-021	Α	Kit Carson	Hamilton	7/30/2018
0-022	Α	Pioneer	Richmond	7/30/2018
0-023	Α	KRH	King	7/30/2018

0-024	Α	Kit Carson	Washington	7/30/2018
O-025	Α	Kit Carson	Roosevelt	7/30/2018
O-026	А	Kit Carson	Kennedy	7/30/2018
O-027	А	Kit Carson	Washington	7/30/2018
O-028	А	Clovis	King	7/30/2018
O-029	А	Clovis	King	7/30/2018
O-030	Α	KRH	Washington	7/30/2018
0-031	Α	Kit Carson	Monroe	7/30/2018
0-032	Α	Sundale	Monroe	7/30/2018
O-033	Α	Kit Carson	King	7/30/2018
0-034	Α	Lemoore	Wilson	7/30/2018
O-035	Α	Lemoore	Simas	7/30/2018
O-036	Α	Lemoore	Simas	7/30/2018
0-037	Α	Kit Carson	Monroe	7/30/2018
O-038	Α	Armona	Wilson	7/30/2018
0-039	Α	KRH	Monroe	7/30/2018
O-040	Α	Kit Carson	Monroe	7/30/2018
0-041	Α	Visalia	Roosevelt	7/30/2018
0-042	Α	Kit Carson	Washington	7/30/2018
0-043	Α	Armona	Lincoln	7/30/2018
0-044	Α	Armona	Lincoln	7/30/2018
O-045	Α	Armona	Lincoln	7/30/2018
O-046	Α	Kit Carson	Washington	7/30/2018
O-047	Α	Kit Carson	Washington	7/30/2018

O-048	Α	Tulare	Monroe	7/30/2018
O-049	А	Kit Carson	King	7/30/2018
O-050	Α	Kit Carson	Kennedy	7/30/2018
0-051	Α	Kit Carson	Hamilton	7/30/2018
O-052	Α	KRH	Simas	7/30/2018
0-053	Α	KRH	Simas	7/30/2018
0-054	Α	Kit Carson	Washington	7/30/2018
O-055	Α	Kit Carson	Washington	7/30/2018
O-056	Α	Kit Carson	Simas	7/30/2018
O-057	Α	Kit Carson	Hamilton	7/30/2018
O-058	Α	Armona	Washington	7/30/2018
O-059	Α	Lemoore	Monroe	7/30/2018
O-060	Α	Kit Carson	Washington	7/30/2018
0-061	Α	Kit Carson	Washington	7/30/2018
0-062	Α	Armona	King	7/30/2018
O-063	Α	Armona	King	7/30/2018
0-064	A	Kit Carson	Simas	7/30/2018
0-065	Α	KRH	Simas	7/30/2018
O-066	Α	Kit Carson	Monroe	7/30/2018
O-067	Α	Kit Carson	Monroe	7/30/2018
O-068	Α	Kit Carson	Monroe	7/30/2018
O-069	Α	Pioneer	Hamilton	7/30/2018
O-070	Α	Kit Carson	Monroe	7/30/2018
0-071	Α	Kit Carson	Monroe	7/30/2018
O-072	Α	Kit Carson	Washington	7/30/2018

0-073	Α	KRH	Simas	7/30/2018
0-074	Α	KRH	Simas	7/30/2018
O-075	Α	Kit Carson	Monroe	7/30/2018
0-076	Α	Armona	Monroe	7/30/2018
0-077	Α	KRH/Pioneer	Hamilton	7/30/2018
0-078	Α	Akers CUSD	King	7/30/2018
0-079	Α	Akers CUSD	King	7/30/2018
O-080	Α	Lemoore	Kennedy	7/30/2018
0-081	Α	Lemoore	Kennedy	7/30/2018
O-082	Α	Armona	Kennedy	7/30/2018
O-083	Α	Lakeside	Wilson	7/30/2018
O-084	Α	Lakeside	King	7/30/2018
O-085	Α	Kit Carson	Wilson	7/30/2018
O-086	Α	Kit Carson	Wilson	7/30/2018
0-087	Α	Kit Carson	Wilson	7/30/2018
O-088	Α	Lemoore	Simas	7/30/2018
O-089	Α	Armona	Wilson	7/30/2018
O-090	Α	Armona	Roosevelt	7/30/2018

#### **AGENDA REQUEST FORM**

TO:	Board	of Trustees
FROM:	Joy C.	Gabler
DATE:	July 30	0, 2018
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: August 8, 2018

ITEM: Quarterly report (04/01/2018-06/30/2018) regarding Williams Uniform

Complaints. The types of complaints covered in the Williams Uniform Complaint

Procedures are:

 Instructional Materials - Sufficient textbooks and instructional materials

- 2. Facilities conditions that pose an emergency or urgent threat to the health or safety of students or staff
- 3. Teacher vacancy or misassignment

**PURPOSE:** To comply with the requirements Education Code 35186, the Superintendent shall

report summarized data on the nature and resolution of all Williams Uniform Complaints to the Board and the County Superintendent of Schools on a quarterly

basis.

For the fourth quarter of 2017-2018 school year there were no Williams Uniform

Complaints filed.

FISCAL IMPACT: None

**RECOMMENDATIONS:** None

## Valenzuela/CAHSEE Lawsuit Settlement Quarterly Report on Williams Uniform Complaints

[Education Code § 35186(d)]

District:							
Person complete	ting this for	n:	Title: _				
Quarterly Repo	Quarterly Report Submission Month/Quarter: check one)  Quarterly Report Submission Year: 2017-2018				October January April July	1 <sup>st</sup> Quarter 2 <sup>nd</sup> Quarter 3 <sup>rd</sup> Quarter 4 <sup>th</sup> Quarter	
Quarterly Repo	ort Submissi	on Year: 2017-2018					
Date for inform	nation to be	reported publicly at governi	ng board	mee	ting:		
Please check th	e box that a	pplies:					
X	No compla above.	To complaints were filed with any school in the district during the quarter indication.					ed
		Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.					ve. The
General Sub	ject Area	<b>Total # of Complaints</b>	# ]	Reso	olved	# Unresolv	ed
Textbook Instructional							
Teacher Vac Misassign							
Facilities Co	nditions						
CAHSEE In Instruction an							
TOTA	LS						
Print Name of							
	District Sup	erintendent					
Signature of Di				Γ	Date		

Please submit to: Babs Karras

Kings County Office of Education Williams Compliance Technician

(559) 589-7022 bkarras@kingscoe.org

#### **Agenda Request Form**

TO:	Joy C. Gabler
FROM:	Gerry Mulligan
DATE:	July 30, 2018
FOR:	<ul><li>(X) Board Meeting</li><li>( ) Superintendent's Cabinet</li></ul>
FOR:	(X) Information ( ) Action

Date you wish to have your item considered: August 8, 2018

## ITEM:

Receive for information the filing of the Notice of Completion for John F. Kennedy Jr. High School Roof Project.

#### **PURPOSE:**

To formally notify the Board of the completion of the John F. Kennedy Roofing Project.

#### **FISCAL IMPACT:**

None.

# RECOMMENDATION: Information only.

# AGENDA REQUEST FORM

TO:	Board of Trustees		
FROM:	Joy C. Gabler		
DATE:	07/18/	/18	
FOR:		Board Meeting Superintendent's Cabinet	
FOR:		Information Action	
Date you wish t	o have	your item considered: 08/08/18	
ITEM:		Consider approval of Memorandum of Understanding with Pioneer Union Elementary School District	
PURPOSE:		When parents/guardians choose not to participate in the District Charter of Pioneer Union Elementary School District those students may be enrolled in Hanford Elementary School District based upor space available and provided the students are in compliance with the receiving Districts' interdistrict transfer requirements.	
FISCAL IMPA	CT:	None	
RECOMMEN	DATIO	ONS: Approve	



#### PIONEER UNION ELEMENTARY SCHOOL DISTRICT

1888 N. Mustang Drive – Hanford Ca 93230 (559) 585-2400 – Fax (559) 585-2420 www.puesd.k12.ca.us

Board of Trustees
Phil Perkins, Chairman Denise Peters, Clerk
Jennifer Kuehn Sarah Headrick Jack Soares
Paul van Loon, Superintendent

#### **Memorandum of Understanding**

In accordance with Education Code 47605(f) and 47606(a), should the guardians of a student enrolled in the Pioneer Union Elementary School District choose not to participate in the District Charter they may choose to enroll their children in the:

**Hanford Elementary School District** 

The Hanford Elementary School District agrees to permit said children to enroll as students upon meeting the following criteria:

- The Hanford Elementary School District is not impacted.
- The students are in compliance with the receiving district's inter-district transfer requirements and policies.

Agreed upon by:		
Paul van Loon, Superintendent Pioneer Union Elementary School District	Date	
Joy Gabler, Superintendent Hanford Flementary School District	 Date	

#### **AGENDA REQUEST FORM**

TO:	Joy C.	Gabler
FROM:	Karen	McConnell
DATE:	June 1	8, 2018
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: August 8, 2018

**ITEM:** Memorandum of Understanding (MOU) between Hanford Elementary School District and Michael S. Mayer, OD and Askash Shah, OD.

**PURPOSE:** This Memorandum of Understanding between Hanford Elementary School District and Michael S. Mayer, OD and Askash Shah, OD has been established for the purpose of providing supervision and training by an eye care professional as required when using instrument-based (photoscreening) tools being used by school nurses in providing vision screening services to students. Supervision and required training and oversight will be provided by Michael S. Mayer, OD and Askash Shah, OD, as outlined in the MOU and meets the requirements of Education Code 49455.

FISCAL IMPACT: None

**RECOMMENDATIONS:** Approve

## Memorandum of Understanding

# Hanford Elementary School District And Michael S. Mayer, OD and Aakash Shah, OD

This Memorandum of Understanding stands as evidence that Hanford Elementary School District and Michael S. Mayer, OD and Aakash Shah, OD, intend to work together for the mutual goal of providing safe, effective evidence-based, or best practice vision screening approaches to TK-8th grade students attending the Hanford Elementary School District. The entities agree that the implementation of a vision screening program using instrument-based (photoscreening) approaches will assist in furthering this goal. In accordance with Education Code 49455, an agreement with or supervision by an eye care professional is required when instrument-based (photoscreening) tools are used by school nurses in providing vision screening services to students. Additionally, in accordance with Education Code 51520 (c) it is mutually understood that solicitation of a pupil, or the pupil's parent or guardian, or encourage, or advise treatment or consultation for the pupil by the licensed optometrist, or entity in which the licensed optometrist has a financial interest, for any condition discovered in the course of the vision testing is prohibited.

#### The School District shall:

Provides the vision screening personnel.

Provision vision screening equipment.

Orchestrate student vision screening among district students.

Ensure appropriate calibration and servicing as recommended by the manufacturer. Make referral for students who fail screening and follow up with student referrals.

The Optometrist shall:

Provide just-in-time training on instrument-based equipment.

Check for competency for the school nurse to use instrument-based equipment.

Provide technical assistance on instrument-based equipment.

Assist with troubleshooting questions or other questions the school nurse may have surrounding the use of the instrument-based screening.

This agreement will continue until one party elects to terminate the MOU by providing a 30-day written notice.

Michael Mayer, Optometrist

Assistant SuperIntendent, Karen McConnell

Date

Date

## **AGENDA REQUEST FORM**

	•	
FROM: DATE:	Doug Carlton July 2, 2018	
For:	<ul><li>☑ Board Meeting</li><li>☑ Superintendent's Cabinet</li></ul>	
For:	☐ Information ☐ Action	
Date you wish	to have your item considered:	August 8, 2018

Joy Gabler

Date you wish to have your item considered. August 0, 2010

**ITEM:** Hear and consider for approval 2018-2019 LCAP Federal Addendum

**PURPOSE:** The LCAP Federal Addendum is meant to supplement the district's LCAP to ensure that HESD has the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The district has carefully and thoroughly followed the planning process and has received input from stakeholder groups including the Parent Advisory Committee and District English Learner Advisory Committee.

#### **Fiscal Impact:**

TO:

The LEAP details how the district will use Title I, II, and III funds.

Title I \$2,600,318 Title II \$405,454 Title III \$283,961

**RECOMMENDATION:** Approve the 18-19 LCAP Federal Addendum

#### **Agenda Request Form**

TO:	Joy C. Gabler	
FROM:	Gerry Mulligan GM	
DATE:	July 30, 2018	
FOR:	<ul><li>(X) Board Meeting</li><li>( ) Superintendent's Cabinet</li></ul>	
FOR:	( ) Information (X) Action	

Date you wish to have your item considered: August 8, 2018

#### ITEM:

Consider award for the New Administration/Library Building at Jefferson Charter Academy.

#### **PURPOSE:**

Bids were accepted until 3:00 p.m. on Wednesday, August 1, 2018. All eligible bids received were opened, tabulated and will be presented to the Board.

#### **FISCAL IMPACT:**

Cost of the project will presented at the Board Meeting.

#### **RECOMMENDATION:**

Award bid as presented for the New Administration/Library Building at Jefferson Charter Academy.

#### **Agenda Request Form**

10:	Joy C. Gabier
FROM:	Gerry Mulligan GM
DATE:	July 30, 2018
FOR:	<ul><li>(X) Board Meeting</li><li>( ) Superintendent's Cabinet</li></ul>
FOR:	( ) Information (X) Action

Date you wish to have your item considered: August 8, 2018

#### ITEM:

Consider approval of contract with TWB Inspections to oversee the New Administration & Library Building project at Jefferson Charter Academy.

#### **PURPOSE:**

The District is interested in having an inspector to oversee the construction of the new administration and library building at Jefferson. TWB Inspections is certified by the Division of the State Architect and has worked with the District in the past.

#### FISCAL IMPACT:

Inspection services are rated at \$75.00 per hour, with a two-hour minimum and a not to exceed rate of \$6,500 per month.

#### **RECOMMENDATION:**

Approve the contract with TWB Inspections to oversee the New Administration & Library Building project at Jefferson Charter Academy.

TWB Inspections, Inc. 439 Julia Circle Hanford, CA 93230

July 17, 2018

Mr. Gerry Mulligan
Hanford Elementary School District
714 N. White Street
Hanford, CA 93230

RE: HESD Jefferson E.S.

**New Admin/Library Building** 

**Inspection Service Proposal** 

### **Dear Gerry:**

Thanks for this opportunity again to be of service to the District. TWB Inspections, Inc. proposes Inspection Services on the above-mentioned project for a hourly rate fee of \$75.00 per hour with a two hour minimum with a not to exceed rate of \$6,500.00 a month.

If you have any questions regarding this proposal, please contact me at (559) 707-2612 or e-mail twbi@yahoo.com

**Sincerely** 

**Tom Barton** 

TWB Inspections, Inc.

#### **AGENDA REQUEST FORM**

TO:	Joy C.	Gabler
FROM:	David	Endo
DATE:	07/31/	2018
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 08/08/2018

#### ITEM:

Consider adoption of the following Board Policy and Administrative Regulation: BP/AR 3320 – Claims and Actions Against The District

#### **PURPOSE:**

The attached Board Policy and Administrative Regulation are being revised to re-impose the claim presentation requirement for claims exempted under Government Code Section 905.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATIONS:**

Adopt the following Board Policy and Administrative Regulation: BP/AR 3320 – Claims and Actions Against The District

# **Hanford ESD**

# **Board Policy**

**Claims And Actions Against The District** 

BP 3320

**Business and Noninstructional Operations** 

The Board of Trustees desires to ensure that the district's operations are conducted in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the dDistrict shall-must be presented to and acted upon in accordance with law, Governing Board pPolicy 3320, and aAdministrative rRegulation 3320 which have been adopted by the Governing Board pursuant to Government Code Section 935. as well as the district's Joint Powers Authority (JPA) agreement or insurance coverage. Compliance with these District Claim Procedures is a prerequisite to any court action, including specifically those claims excepted by Government Code Section 905, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.

(cf. 3530 - Risk Management/Insurance) (cf. 5143 - Insurance)

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or excepted by Government Code 905 shall be presented consistent with the manner and time limitations in the Government Claims Act, unless a procedure for processing such claims is otherwise provided by state or federal law.

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance.

This policy is effective immediately and applies retroactively to any\_existing causes of action and/or all claims which accrued prior to the enactment of this policyfor money and/or damages.

#### Roster of Public Agencies

The Superintendent or designee shall file the information required for the Roster of Public Agencies with the Secretary of State and the County Clerk. This information shall include the name of the school district, the mailing address of the Board, and the names and addresses of the Board presiding officer, the Board clerk or secretary, and other members of the Board.

#### (Government Code 53051)

Any changes to such information shall be filed within 10 days after the change has occurred. (Government Code 53051)

Legal Reference:

**EDUCATION CODE** 

35200 Liability for debts and contracts

35202 Claims against districts; applicability of Government Code

CODE OF CIVIL PROCEDURE

340.1 Damages suffered as result of childhood sexual abuse

**GOVERNMENT CODE** 

800 Cost in civil actions

935 Authority to enact local claims procedure

810-996.6 Claims and actions against public entities

6500-6536 Joint exercise of powers

53051 Information filed with secretary of state and county clerk

PENAL CODE

72 Fraudulent claims

**COURT DECISIONS** 

City of Stockton v. Superior Court, (2007) 42 Cal. 4th 730

Connelly v. County of Fresno, (2006) 146 Cal. App. 4th 29

CSEA v. South Orange Community College District, (2004) 123 Cal.App.4th 574

CSEA v. Azusa Unified School District, (1984) 152 Cal. App. 3d 580

State of California v. Superior Court (Bodde) (2004) 32 Cal.4th 1234

Tapia v. County of San Bernardino (1994) 29 Cal. App. 4th 375

Management Resources:

WEB SITES

California Secretary of State's Office: http://www.sos.ca.gov

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: November 2, 2011 August 8, 2018 Hanford, California

63/160

# **Hanford ESD**

# **Administrative Regulation**

**Claims And Actions Against The District** 

AR 3320

**Business and Noninstructional Operations** 

#### Claim Presentation Requirements

California law requires that prior to filing a complaint against the Hanford Elementary School District or its employees, the claimant must present a claim under the California Tort Claims Act. (Government Code 911 et seq.)

Time Limitations To Present Claim

The following time limitations apply to claims against the district:

- 1. Claims for money or damages relating to a cause of action for death or for injury to person, personal property, or growing crops shall be presented to the <u>Governing</u> Board of <u>Trustees</u> not later than six months after the accrual of the cause of action. (Government Code 905, 911.2)
- 2. <u>Pursuant to Government Code 935, Cclaims for money or damages that are listed as exceptions as authorized in Government Code 905 and not included in item #1 above, including claims for damages to real property, shall be presented not later than <u>six months one year</u> after the accrual of the cause of action. Such claims include: <u>(Government Code 905, 911.2)</u></u>
- (a) Claims under the Revenue and Taxation Code or other statute prescribing procedures for the refund, rebate, exemption, cancellation, amendment, modification, or adjustment of any tax, assessment, fee, or charge or any portion thereof, or of any penalties, costs, or charges related thereto;
- (b) Claims in connection with which the filing of a notice of lien, statement of claim, or stop notice is required under any law relating to liens of mechanics, laborers, or material men;
- (c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances;
- (d) Claims for which the workers' compensation authorized by Division 4 (commencing with Section 3200) of the Labor Code is the exclusive remedy;
- (e) Applications or claims for any form of public assistance under the Welfare and Institutions Code or other provisions of law relating to public assistance programs, and claims for goods, services, provisions, or other assistance rendered for or on behalf of any recipient of

#### any form of public assistance;

- (f) Applications or claims for money or benefits under any public retirement or pension system;
- (g) Claims for principal or interest upon any bonds, notes, warrants, or other evidences of indebtedness;
- (h) Claims that relate to a special assessment constituting a specific lien against the property assessed and that are payable from the proceeds of the assessment, by offset of a claim for damages against it or by delivery of any warrant or bonds representing it;
- (i) Claims by the state or by a state department or agency or by another local public entity or by a judicial branch entity;
- (j) Claims arising under any provision of the Unemployment Insurance Code, including, but not limited to, claims for money or benefits, or for refunds or credits of employer or worker contributions, penalties, or interest, or for refunds to workers of deductions from wages in excess of the amount prescribed;
- (k) Claims for the recovery of penalties or forfeitures made pursuant to Article 1 (commencing with Section 1720) of Chapter 1 of Part 7 of Division 2 of the Labor Code;
- (l) Claims governed by the Pedestrian Mall Law of 1960 (Part 1 (commencing with Section 11000) of Division 13 of the Streets and Highways Code);
- (m) Claims made pursuant to Section 340.1 of the Code of Civil Procedure for the recovery of damages suffered as a result of childhood sexual abuse. This subdivision shall apply only to claims arising out of conduct occurring on or after January 1, 2009;
- (n) Claims made pursuant to Section 701.820 of the Code of Civil Procedure for the recovery of money pursuant to Section 26680; and
- (o) Claims made pursuant to Section 49013 of the Education Code for reimbursement of pupil fees for participation in educational activities. (Government Code 905, 911.2, 935)
- 3. Claims for money or damages as authorized in Government Code 905 and not included in paragraph #1 or paragraph #2 above, including claims for damages to real property, shall be presented not later than one year after the accrual of the cause of action. (Government Code 905, 911.2)

Claims against the District shall further be subject to the provisions of Government Code 945.4 relating to the prohibition of suits in the absence of the presentation of claims and action thereon by the District.

#### Late Claims

Any person presenting a claim under item #l or #2 above later than six months after the accrual of the cause of action shall present, along with the claim, an application to file a late claim. Such claim and application to file a late claim shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.4)

If a claim under item #l or #2 is filed late and is not accompanied by an application to file a late claim, the Governing Board or Superintendent (collectively referred to as the "Board") shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.

The "Board" shall grant or deny the application to file a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the "Board" provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The "Board" shall grant the application to file a late claim under any one of the following circumstances: (Government Code 911.6)

- 1. The failure to present the claim was through mistake, inadvertence, surprise or excusable neglect and the district was not prejudiced in its defense of the claim by the failure to present the claim within the time limit.
- 2. The person who sustained the alleged injury, damage or loss was a minor during all of the time specified for presentation of the claim.
- 3. The person who sustained the alleged injury, damage or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
- 4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Government Code 911.3. (Government Code 911.3) If the "Board" does not take action on the application to file a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

#### Delivery and FormReceipt of Claims

A claim, any amendment thereto, or an application for leave to present a late claim shall be deemed presented and received when delivered to the district office of the Superintendent or

deposited in a post office, subpost office, substation, or mail chute or other like facility maintained by the U.S. Government, in a sealed envelope properly addressed to the district office with postage paid or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's JPA or insurance carrier in accordance with the applicable conditions of coverage.

Claims must be submitted on the district claim form. The "Board" may return a claim not using the district's claim form. (Government Code 910.4). The required Claim Form is attached to this administrative regulation.

#### Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

- 1. The name and post office address of the claimant
- 2. The post office address to which the person presenting the claim desires notices to be sent
- 3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
- 4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
- 5. The name(s) of the public employee(s) causing the injury, damage, or loss if known
- 6. The amount claimed if it totals less than \$10,000 as of the date of the presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a "limited civil case."
- 7. The signature of the claimant or the person acting on his/her behalf

#### Notice of Claim Insufficiency

The Superintendent or designee shall review all claims for sufficiency of information.

If a claim is found insufficient or <u>found</u> not to satisfy the form requirements under Government Code 910.4 and 910.2, the <u>"Board" or its designee may shall</u>, within 20 days of receipt of the claim, <u>either personally deliver or mail to the claimant</u>, at the address stated in the claim <u>formor application</u>, a notice\_<u>that</u> statinges <u>with the particularity the</u> defects or omission in the claim. (Government Code 910.8, 915.4)

If such a notice is delivered or sent to the claimant, Tthe "Board" shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

#### Amendment to Claims

<u>Claims may be amended Wwithin</u> the time limits provided under the section entitled "Time Limitations" above or prior to final action by the <u>"Board,"</u> whichever is later, <u>if thea</u> claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

#### Late Claims

For claims under item #1 in the section entitled "Time Limitations" above, any person who presents a claim later than six months after the accrual of the cause of action shall present, along with the claim, an application to present a late claim. Such claim and the application to present a late claim shall be presented not later than one year after the accrual of the cause of action. (Government Code 911.4)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

- 1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
- 2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
- 3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.
- 4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in-

substantially the same form as set forth in Government Code 911.8. (Government Code 911.8)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

#### Action on Claims

Within 45 days after the presentation or amendment of a claim, the <u>"Board" mayshall</u> take action on the claim. This time limit may be extended by written agreement between the district and the elaimant before the expiration of the 45-day period\_. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

The <u>"Board"</u> may act on the claim in one of the following ways: (Government Code <del>912.4,</del> 912.6)

- 1. If the <u>"Board"</u> finds that the claim is not a proper <u>claimeharge</u> against the district <u>or its</u> <u>employees</u>, the claim shall be rejected.
- 2. If the <u>"Board"</u> finds that the claim is a proper <u>claim charge</u> against the district and is for an amount justly due, the claim shall be allowed.
- 3. If the <u>"Board"</u> finds that the claim is a proper <u>claimeharge</u> against the district but is for an amount greater than is justly due, the <u>"Board"</u> shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
- 4. If legal liability of the district or the amount justly due is disputed, the <u>"Board"</u> may reject or compromise the claim.
- 5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the "Board" allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the "Board" may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The <u>SuperintendentBoard</u> or <u>its</u> designee shall transmit to the claimant written notice of action taken or <u>of</u> inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim or application. (Government Code 913, 915.4)

All claimants are encouraged to promptly seek the advice of an attorney so as to protect their legal rights with respect to any claim or potential claim.

This policy is effective immediately and applies retroactively to any and all claims, including to claims which accrued prior to the enactment of this policy.

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: November 2, 2011 August 8, 2018 Hanford, California

#### **Human Resources Department**

#### **AGENDA REQUEST FORM**

TO:	Joy Gabler
FROM:	Jaime Martinez
DATE:	July 30, 2018
RE:	<ul><li>(X ) Board Meeting</li><li>( ) Superintendent's Cabinet</li></ul>
	( ) Information (X ) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: August 8, 2018

**ITEM:** Consider approval of personnel transactions and related matters.

#### **PURPOSE:**

#### a. Employment

#### Certificated, effective 8/9/18

Jessica Gonzales, Probationary Teacher

#### Classified Management

 Joel Cooley, Transportation Services Program Manager – 8.0 hrs., Transportation/District Services Facilities, effective 7/16/18

#### Classified

- Britney Caetana, READY Program Tutor 4.5 hrs., Lincoln, effective 8/9/18
- Monique Cantu, READY Program Tutor 4.5 hrs., Richmond, effective 8/9/18
- Jessica Castro, READY Program Tutor 4.5 hrs., Roosevelt, effective 8/9/18
- Summer Contreras, Special Education Aide 5.0 hrs., Wilson, effective 8/14/18
- Gabriella Gomez, Special Education Aide 5.0 hrs., Hamilton, effective 8/14/18
- Katia Hawkins, Bilingual Student Specialist, K-6 8.0 hrs., Roosevelt, effective 7/31/18
- Stephanie Llamas, Bilingual Clerk Typist II 5.0 hrs., Monroe, effective 7/31/18

#### Classified (cont.)

- Yolanda Macias, Special Education Aide 5.0 hrs., Richmond, effective 8/14/18
- Stephanie Mendes, Special Education Aide 5.0 hrs., Kennedy, effective 8/14/18
- Heather Miller, Special Education Aide 5.0 hrs., Richmond, effective 8/14/18
- Molly Mobley, Educational Tutor K-6 3.5 hrs., Monroe, effective 8/30/18
- Cindy Navarro, READY Program Tutor 4.5 hrs., King, effective 8/9/18
- Carolyn Paz, Special Education Aide 5.0 hrs., Lincoln, effective 8/14/18
- Ada Portilla, READY Program Tutor 4.5 hrs., Simas, effective 8/9/18
- Melissa Rodriguez, READY Program Tutor 4.5 hrs., King, effective 8/9/18
- Crystal Santos, READY Program Tutor 4.5 hrs., Roosevelt, effective 8/9/18
- Gayle Tackett, Educational Interpreter 6.5 hrs., Hamilton, effective 8/13/18
- Alison Vidal, Special Education Aide 5.0 hrs., Richmond, effective 8/14/18
- Tiffany West, Special Education Aide 5.0 hrs., Roosevelt, effective 8/14/18

#### Yard Supervisors

- Heidi Augusto, Yard Supervisor 2.5 hrs., Washington, effective 8/14/18
- Mariah Benitez, Yard Supervisor 2.5 hrs., Monroe, effective 8/14/18
- Veronica Godinez, Yard Supervisor 3.0 hrs., Jefferson, effective 8/14/18
- Veronica Gonzalez, Yard Supervisor 2.0 hrs., King, effective 8/14/18
- Dianna Heredia, Yard Supervisor 2.5 hrs., Wilson, effective 8/14/18
- Sanita Ieronimo, Yard Supervisor 3.5 hrs., Simas, effective 8/14/18
- Yvette Mena, Yard Supervisor 1.25 hrs., Monroe, effective 8/14/18
- Julie Neelings, Yard Supervisor 2.0 hrs., Monroe, effective 8/14/18
- Carmen Olivares, Yard Supervisor 2.5 hrs., Jefferson, effective 8/14/18
- Carlos Perez-Reyna, Yard Supervisor 1.5 hrs., Roosevelt, effective 8/14/18
- Nallely Vargas Ramirez, Yard Supervisor 2.0 hrs., Roosevelt, effective 8/14/18
- Miriam Sanchez Rodriguez, Yard Supervisor 2.5 hrs., Jefferson, effective 8/14/18
- Veronica Rodriguez, Yard Supervisor 2.0 hrs., Hamilton, effective 8/14/18
- Sandra Torres, Yard Supervisor 2.0 hrs., King, effective 8/14/18

#### Temporary Employees/Substitutes

- Oscar Barron, Short-term Licensed Vocational Nurse 4.0 hrs., Kennedy, effective 8/8/18 to 10/8/18
- Cheyenne Breer, Substitute Yard Supervisor, effective 8/14/18; Shortterm Yard Supervisor – 1.75 hrs., Wilson, effective 8/14/18 to 10/19/18
- Yesenia Caro, Substitute Yard Supervisor, effective 8/14/18
- Angela Corona, Substitute Yard Supervisor, effective 8/14/18
- Karen Ortega Garcia, Substitute Yard Supervisor, effective 8/14/18
- Maria Munoz Gomez, Substitute Yard Supervisor, effective 8/14/18;
   Short-term Yard Supervisor 2.0 hrs., Jefferson, effective 8/14/18 to 10/19/18
- Justin Miranda, Substitute Groundskeeper II, effective 7/10/18
- Carmen Olivares, Yard Supervisor 2.5 hrs., Jefferson, effective 8/14/18
- Callie Pritchett, Substitute Special Education Aide, effective 8/14/18
- Destiny Ramirez, Substitute Babysitter, READY Program Tutor and Yard Supervisor, effective 8/14/18
- Olga Ramirez, Substitute Yard Supervisor, effective 8/14/18
- Jennifer Robles, Substitute Yard Supervisor, effective 8/14/18
- Jennifer Navarro Rodriguez, Substitute Yard Supervisor, effective 8/14/18
- Jorge Valtierra, Substitute Groundskeeper I, effective 6/28/18

#### b. Resignations

- Raguel Alvarez, Teacher, Kennedy, effective 6/6/18
- Edith Banks, Substitute Yard Supervisor, effective 5/22/18
- Debora Harris, Yard Supervisor 2.0 hrs., Washington, effective 6/6/18
- Benjamin Lopez, Substitute Custodian II and Groundskeeper I, effective 4/20/18
- Miguel Ormonde, Substitute Custodian II, effective 8/23/17
- Jessica Parra, Substitute Yard Supervisor, effective 6/6/18
- Alene Rodriguez, Substitute Yard Supervisor, effective 6/4/18
- Charles Williams, READY Program Tutor 4.5 hrs., Washington, effective 6/6/18
- Brittany Winters, Licensed Vocational Nurse 6.0 hrs., Hamilton, effective 6/6/18
- Patricia "Kathie" Woughter, Yard Supervisor 2.5 hrs., Lincoln, effective 6/6/18

#### c. Promotion/Transfer

 Ashley Costa, from Food Service Worker II – 2.5 hrs., Wilson to Food Service Utility Worker – 3.5 hrs., Food Services, effective 8/13/18

#### d. Certificated Transfers/Reassignments, effective 8/9/18

#### Involuntary Transfers

- Jaqueline Huerta, from Hamilton Kindergarten to King Kindergarten
- Ariela Dzerigian, from King 1st Grade to King 2nd Grade
- Amy Gonsalves, from Monroe 1st Grade to Roosevelt 4th Grade
- Marci Mendoza, from Roosevelt 2<sup>nd</sup> Grade to Roosevelt 1<sup>st</sup> Grade
- Juana Aguilar, from Washington 4th Grade to Jefferson 2nd Grade
- Jennifer Fossett, from Washington Kindergarten to Washington 2<sup>nd</sup>
   Grade

### Combination Class Assignment

 Anastasia Prisaznik, from Richmond Kindergarten to Richmond Transitional Kindergarten/Kindergarten Combination Class

#### **Voluntary Transfers**

- Angela Protzman, from Lincoln 5<sup>th</sup> Grade to Wilson 7<sup>th</sup> Math/Science
- Timerie Correia, from King 5th Grade to Washington 1st Grade
- Mayra Martin, from King 6<sup>th</sup> Grade to King 3<sup>rd</sup> Grade
- Andrew Martinez, from King Kindergarten to Richmond 1st Grade
- Kellie Noji, from Monroe 2nd Grade to Kennedy 7th ELA/SS
- Vanessa Gomez, from Richmond 1st Grade to Simas 1st Grade
- Priscilla Garivay, from Richmond 3rd Grade to Richmond 2nd Grade
- Jordan Jackson, from Richmond 5<sup>th</sup> Grade to Richmond 3<sup>rd</sup> Grade
- Maria Rosales, from Simas 1st Grade to Simas 2nd Grade
- Lupe Hernandez, from Washington 1st Grade to Hamilton 2nd Grade

#### Reinstatement

 Lisa Hinojos, from Lincoln Transitional Kindergarten/Kindergarten to Lincoln Kindergarten

#### Voluntary Reassignment

Charles Cole, from Hamilton SDC to Wilson SDC

### e. Temporary Out of Class Assignment

Fred Vargas, from Groundskeeper II – 8.0 hrs., to Irrigation Specialist –
 8.0 hrs., Grounds/DSF, effective 7/2/18 to 7/20/18

#### f. Provisional Internship Permit (PIP)

The following employees will be employed on the basis of a Provisional Internship Permit for the 2018-19 school year:

- Jaqueline Gonzales, 1st Grade, Richmond School
- Frederick Williams, 6th Grade, Lincoln School
- Breanna Young, 4th Grade, Roosevelt School

### g. Approve Variable Term Waiver Request, EC 44253.3

- BCLAD (new waiver) for Juana Aguilar, 2<sup>nd</sup> Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year
- BCLAD (renewal) for Rick Calvillo, 4<sup>th</sup> Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year
- BCLAD (renewal) for Jesus Rodriguez, 5<sup>th</sup> Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year
- BCLAD (new waiver) for Cindy Stowe, 8<sup>th</sup> Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year
- BCLAD (renewal) for Isabel Vega, 4<sup>th</sup> Grade FLI Teacher, Jefferson Charter Academy for 2018-19 school year

**RECOMMENDATION:** Approve.

#### HANFORD ELEMENTARY SCHOOL DISTRICT

#### **AGENDA REQUEST FORM**

TO:	Joy C.	Gabler
FROM:	David	Endo
DATE:	07/30/	2018
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 08/08/2018

#### ITEM:

Consider the adoption of Resolution # 1-19: Budget revisions – 45 day update.

#### **PURPOSE:**

There are several budget revisions resulting from the signing of the State budget on June 27, 2018. Education Code requires such changes be available for public review within 45 days of the signing of the State budget. Attached are all the budget revisions that have occurred since the budget was adopted by the Board on June 27, 2018.

#### FISCAL IMPACT:

The signing of the state budget included an increase to the Local Control Funding Formula (LCFF) funding and a decrease to the one time mandated cost revenues. The LCFF funding increase resulted in approximately \$377,000 to the general fund and \$28,000 to the charter fund. The one-time mandated cost revenues decreases general fund revenue by approximately \$832,000 and \$76,000 in the charter fund. Also decreasing one-time transfers to the Other Post Employment Benefit fund of approximately \$908,000.

Additionally, there are a variety of budget changes associated with the updating of budget carryover, negotiated settlements, staffing updates, etc.

#### **RECOMMENDATIONS:**

Adopt Resolution #1-19.

#### BEGINNING BALANCE

Net Beginning Balance

#### REVENUES

Local Control Funding Formula Sources

Federal Revenues

Other State Revenues
Other Local Revenues

**Total Revenues** 

EXPENDITURES

Certificated Salaries

Classified Salaries

Employee Benefits

Books and Supplies

Services, Oth Oper Exp

Capital Outlay

Other Outgo

Direct/Indirect Support

Total Expenditures

#### OTHER FINANCING SOURCES/USES

Transfers

Transfers In

Transfers Out

Other Sources/Uses Sources

Contributions

**Total, Other Financing Sources/Uses** 

NET INCREASE (DECREASE) IN FUND BALANCE

ENDING FUND BALANCE

### **Total General Fund Budget Comparison**

76/160

76/160			
18/19 adopted	18/19 State adopted	Difference	Comments
\$10,298,534	\$10,499,722	\$201,187	(\$135k) redevelopment transferred to capital reserve fund / \$146k unrestricted lottery / \$190k restricted lottery
\$56,229,781 \$3,922,471 \$6,601,913 \$2,626,482 <b>\$69,380,647</b>	\$56,606,827 \$3,587,176 \$5,769,913 \$2,633,593 \$68,597,509	(\$335,295)	\$377k increase in LCFF formula to realize a 3.70% COLA (\$335k) projected reductions to Title I-II revenue (\$832k) reduction in one time mandated cost revenue
\$27,860,947	\$27,871,802	\$10,855	(\$238k) replacement teacher savings / \$206k management settlement / \$20k
\$10,822,263	\$11,245,470	\$423,207	increase in Title II stipends \$298k Classified settlement / \$98k management settlement / \$37k noon supervisor settlement
\$17,189,939	\$17,286,562	\$96,623	\$94k Classified settlement / (\$47k) replacement teacher savings / \$74k management settlement / (\$55k) projected positions without retirement / \$10k noon supervisor settlement
\$3,991,830	\$3,930,728	(\$61,102)	(\$10k) reduction to redevelopment repairs budget / \$18k band materials / (\$66k) Title I-II material budgets with projected reductions
\$3,889,409	\$3,704,588	(\$184,821)	(\$16k) reduction to redevelopment repairs budget / (\$69k) charges to charter fund resulting from settlements / \$28k insurance increase / \$35k utility increase / (\$164k) Title I-II budgets with projected revenue reductions
\$1,399,512	\$1,399,512	\$0	
\$1,620,171	\$1,620,171	\$0	
(\$347,000)	(\$347,000)	\$0	
\$66,427,071	\$66,711,833	\$284,762	
\$0	\$0	\$0	(\$0221)
\$1,993,500	\$1,261,500	(\$732,000)	(\$832k) reduction in transfers to OPEB fund / \$100k bus replacement transfer
\$0	\$0	\$0	
\$0 \$0	\$0 \$0	\$0 \$0	
(\$1,993,500)	Ψ0	\$732,000	
(\$2,273,300)	(Ψ1,201,000)	Ψ7.52,300	
\$960,076	\$624,176	(\$335,900)	
\$11,258,610	\$11,123,898	(\$134,712)	
\$11,230,010	Ψ11,123,070	(Ψ1.27,114)	

#### **BEGINNING BALANCE**

Net Beginning Balance

#### REVENUES

Local Control Funding Formula Sources Federal Revenues

Other State Revenues

Other Local Revenues

**Total Revenues** 

#### EXPENDITURES

Certificated Salaries Classified Salaries

Employee Benefits

Books and Supplies

Services, Oth Oper Exp

Capital Outlay Other Outgo

Direct/Indirect Support

#### **Total Expenditures**

#### OTHER FINANCING SOURCES/USES

Transfers

Transfers In Transfers Out

Other Sources/Uses

Sources

Contributions

**Total, Other Financing Sources/Uses** 

NET INCREASE (DECREASE) IN FUND BALANCE ENDING FUND BALANCE

### Total Charter Fund Budget Comparison

77/160

			777100
18/19 adopted	18/19 State adopted	Difference	Comments
\$262,266	\$306,429	\$44,163	(\$8k) unrestricted lottery / \$53k restricted lottery
\$4,136,982	\$4,164,872	\$27,890	\$28k increase in LCFF formula to realize a 3.70% COLA
\$0	\$0	\$0	
\$396,667	\$320,167	(\$76,500)	(\$76k) One time mandated cost revenues
\$12,851	\$12,851	\$0	
\$4,546,500	\$4,497,890	(\$48,610)	
\$1,787,838	\$1,733,598	(\$54,240)	(\$63k) teacher attrition / \$9k management settlement
\$0	\$0	\$0	(i.e., )
\$780,712	\$770,244	(\$10,468)	(\$12k) teacher attrition / \$2k management settlement
\$82,413	\$80,413	(\$2,000)	
\$1,351,907	\$1,427,750		\$69k increase in Classified salary with settlements
\$5,010	\$5,010	\$0	·
\$0	\$0	\$0	
\$190,000	\$190,000	\$0	
\$4,197,880	\$4,207,015	\$9,135	
\$0	\$0	\$0	
\$171,300	\$94,800	(\$76,500)	(\$76k) reduction in transfers to OPEB fund
\$0	\$0	\$0	
\$0 \$0	\$0 \$0	\$0 \$0	
(\$171,300)	7.7	\$76,500	
(ψ1/1,500)	(ψ24,000)	φ10,500	
¢1 <b>55</b> 220	\$10 <i>C</i> 077	#10 <i>755</i>	
\$177,320	\$196,075	\$18,755	
\$439,586	\$502,505	\$62,919	

# BEFORE THE GOVERNING BOARD OF THE HANFORD ELEMENTARY SCHOOL DISTRICT COUNTY OF KINGS, STATE OF CALIFORNIA

The Matter of Adopting Budget Revisions	RESOLUTIO	ON #: 01-19
<b>NOW, THEREFORE</b> , the Board of Trustees of the E attached budget revision be made as indicated.	District resolves that th	e transfers for the
The Board of Trustees adopted this resolution on	08/08/2018	by the following vote:
AYES: NOES: ABSTENTIONS: ABSENT:		
	Clerk of the	Governing Board

ResolutionNo. 01-19

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Income			
0100-3010-0-0000-0000-829000-000-0000	\$2,931,600.00	(\$331,282.00)	\$2,600,318.00
0100-3010-0-0000-0000-899000-000-0000	(\$1,176,347.00)	\$68,519.00	(\$1,107,828.00)
0100-0332-0-0000-0000-898000-000-0000	\$13,392,491.00	\$288,834.00	\$13,681,325.00
0100-0332-0-0000-0000-898000-062-0000	(\$181,691.00)	(\$42,032.00)	(\$223,723.00)
0100-3150-0-0000-0000-899000-000-0000	\$1,176,347.00	(\$68,519.00)	\$1,107,828.00
0100-3310-0-5770-0000-898000-000-0000	\$52,096.00	\$9,272.00	\$61,368.00
0100-4035-0-0000-0000-829000-000-0000	\$409,437.00	(\$4,013.00)	\$405,424.00
0100-6010-0-0000-0000-898000-000-0000	\$181,691.00	\$42,032.00	\$223,723.00
0100-6500-0-5770-0000-898030-000-0000	\$3,094,421.00	\$24,686.00	\$3,119,107.00
0100-9010-0-7110-0000-869900-055-0000	\$0.00	\$7,111.00	\$7,111.00
0100-0000-0-0000-0000-801100-000-0000	\$48,032,785.00	\$377,046.00	\$48,409,831.00
0100-0000-0-0000-0000-855000-000-1111	\$1,831,000.00	(\$832,000.00)	\$999,000.00
0100-0000-0-0000-0000-898000-000-0000	(\$13,444,587.00)	(\$298,106.00)	(\$13,742,693.00)
0100-0000-0-0000-0000-898030-000-0000	(\$3,094,421.00)	(\$24,686.00)	(\$3,119,107.00)
***Income Total	\$53,204,822.00	(\$783,138.00)	\$52,421,684.00
Expenses			
0100-0332-0-0000-3110-310100-027-0000	\$10,850.00	\$434.00	\$11,284.00
0100-0332-0-0000-3110-310100-028-0000	\$12,421.00	\$489.00	\$12,910.00
0100-0332-0-0000-3110-310100-029-0000	\$12,204.00	\$489.00	\$12,693.00
0100-0332-0-0000-3110-310100-030-0000	\$12,421.00	\$489.00	\$12,910.00
0100-0332-0-0000-3110-310100-031-0000	\$12,421.00	\$489.00	\$12,910.00
0100-0332-0-0000-3110-330100-020-0000	\$6,606.00	\$264.00	\$6,870.00
0100-0332-0-0000-3110-330100-022-0000	\$1,045.00	\$42.00	\$1,087.00
0100-0332-0-0000-3110-330100-023-0000	\$1,087.00	\$43.00	\$1,130.00
0100-0332-0-0000-3110-330100-024-0000	\$1,087.00	\$43.00	\$1,130.00
0100-0332-0-0000-3110-330100-025-0000	\$1,087.00	\$43.00	\$1,130.00
0100-0332-0-0000-3110-330100-026-0000	\$1,017.00	\$40.00	\$1,057.00
0100-0332-0-0000-3110-330100-027-0000	\$966.00	\$39.00	\$1,005.00
0100-0332-0-0000-3110-330100-028-0000	\$1,106.00	\$44.00	\$1,150.00
0100-0332-0-0000-3110-330100-029-0000	\$1,087.00	\$43.00	\$1,130.00
0100-0332-0-0000-3110-330100-030-0000	\$1,106.00	\$44.00	\$1,150.00
0100-0332-0-0000-3110-330100-031-0000	\$1,106.00	\$44.00	\$1,150.00
0100-0332-0-0000-3110-340100-020-0000	\$71,225.00	\$495.00	\$71,720.00
0100-0332-0-0000-3110-340100-022-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-023-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-024-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-025-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-026-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-027-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-028-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-029-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-030-0000	\$9,501.00	\$66.00	\$9,567.00
0100-0332-0-0000-3110-340100-031-0000	\$9,501.00	\$66.00	\$9,567.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Ermanger			
Expenses 0100-0332-0-0000-3110-350100-020-0000	\$228.00	\$9.00	\$237.00
0100-0332-0-0000-3110-350100-022-0000	\$36.00	\$1.00	\$37.00
0100-0332-0-0000-3110-350100-023-0000	\$37.00	\$2.00	\$39.00
0100-0332-0-0000-3110-350100-024-0000	\$37.00	\$2.00	\$39.00
0100-0332-0-0000-3110-350100-025-0000	\$37.00	\$2.00	\$39.00
0100-0332-0-0000-3110-350100-026-0000	\$35.00	\$1.00	\$36.00
0100-0332-0-0000-3110-350100-027-0000	\$33.00	\$2.00	\$35.00
0100-0332-0-0000-3110-350100-028-0000	\$38.00	\$2.00	\$40.00
0100-0332-0-0000-3110-350100-029-0000	\$37.00	\$2.00	\$39.00
0100-0332-0-0000-3110-350100-030-0000	\$38.00	\$2.00	\$40.00
0100-0332-0-0000-3110-350100-031-0000	\$38.00	\$2.00	\$40.00
0100-0332-0-0000-3110-360100-020-0000	\$8,565.00	\$342.00	\$8,907.00
0100-0332-0-0000-3110-360100-022-0000	\$1,355.00	\$54.00	\$1,409.00
0100-0332-0-0000-3110-360100-023-0000	\$1,409.00	\$57.00	\$1,466.00
0100-0332-0-0000-3110-360100-024-0000	\$1,409.00	\$57.00	\$1,466.00
0100-0332-0-0000-3110-360100-025-0000	\$1,409.00	\$57.00 \$57.00	\$1,466.00
0100-0332-0-0000-3110-360100-025-0000	\$1,318.00	\$52.00	\$1,370.00
0100-0332-0-0000-3110-360100-027-0000	\$1,253.00	\$50.00	
0100-0332-0-0000-3110-360100-027-0000	\$1,434.00	\$57.00	\$1,303.00
0100-0332-0-0000-3110-360100-029-0000	\$1,409.00	\$57.00 \$57.00	\$1,491.00
0100-0332-0-0000-3110-360100-032-0000	\$1,434.00	\$57.00 \$57.00	\$1,466.00
0100-0332-0-0000-3110-360100-030-0000	\$1,434.00	\$57.00 \$57.00	\$1,491.00
0100-0332-0-0000-3110-300100-031-0000	\$89,770.00	\$3,591.00	\$1,491.00
	·		\$93,361.00
0100-0332-0-0000-3130-130000-063-0000 0100-0332-0-0000-3130-240000-063-0000	\$135,290.00 \$54,787.00	\$5,332.00 \$2,186.00	\$140,622.00
0100-0332-0-0000-3130-240000-003-0000	·	•	\$56,973.00
0100-0332-0-0000-3130-290000-020-0000	\$474,686.00	\$18,925.00	\$493,611.00
	\$52,906.00 \$14,615.00	\$2,023.00	\$54,929.00
0100-0332-0-0000-3130-310100-062-0000		\$584.00	\$15,199.00
0100-0332-0-0000-3130-310100-063-0000	\$22,025.00	\$868.00	\$22,893.00
0100-0332-0-0000-3130-320200-020-0000	\$85,728.00	\$3,418.00	\$89,146.00
0100-0332-0-0000-3130-320200-053-0000	\$9,555.00	\$365.00	\$9,920.00
0100-0332-0-0000-3130-320200-063-0000	\$10,039.00	\$395.00	\$10,434.00
0100-0332-0-0000-3130-330100-062-0000	\$1,302.00	\$52.00	\$1,354.00
0100-0332-0-0000-3130-330100-063-0000	\$1,962.00	\$77.00	\$2,039.00
0100-0332-0-0000-3130-330200-020-0000	\$36,313.00	\$1,448.00	\$37,761.00
0100-0332-0-0000-3130-330200-053-0000	\$4,047.00	\$155.00	\$4,202.00
0100-0332-0-0000-3130-340100-062-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0332-0-0000-3130-340100-063-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0332-0-0000-3130-340200-020-0000	\$95,632.00	\$792.00	\$96,424.00
0100-0332-0-0000-3130-340200-053-0000	\$11,954.00	\$99.00	\$12,053.00
0100-0332-0-0000-3130-340200-063-0000	\$11,954.00	\$99.00	\$12,053.00
0100-0332-0-0000-3130-350100-062-0000	\$45.00	\$2.00	\$47.00
0100-0332-0-0000-3130-350100-063-0000	\$68.00	\$2.00	\$70.00
0100-0332-0-0000-3130-350200-020-0000	\$237.00	\$10.00	\$247.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0332-0-0000-3130-350200-053-0000	\$26.00	\$1.00	\$27.00
0100-0332-0-0000-3130-350200-063-0000	\$28.00	\$1.00	\$29.00
0100-0332-0-0000-3130-360100-062-0000	\$1,688.00	\$67.00	\$1,755.00
0100-0332-0-0000-3130-360100-063-0000	\$2,543.00	\$101.00	\$2,644.00
0100-0332-0-0000-3130-360200-020-0000	\$8,924.00	\$356.00	\$9,280.00
0100-0332-0-0000-3130-360200-053-0000	\$995.00	\$38.00	\$1,033.00
0100-0332-0-0000-3130-360200-063-0000	\$1,045.00	\$41.00	\$1,086.00
0100-0332-0-0000-3130-575096-001-0000	(\$24,069.00)	(\$6,975.00)	(\$31,044.00)
0100-0332-0-0000-3140-120000-062-0000	\$513,818.00	(\$3,577.00)	\$510,241.00
0100-0332-0-0000-3140-220000-020-0000	\$310,979.00	\$12,350.00	\$323,329.00
0100-0332-0-0000-3140-220000-020-0021	\$31,013.00	\$1,229.00	\$32,242.00
0100-0332-0-0000-3140-310100-062-0000	\$84,301.00	(\$583.00)	\$83,718.00
0100-0332-0-0000-3140-320200-020-0000	\$56,163.00	\$2,230.00	\$58,393.00
0100-0332-0-0000-3140-320200-020-0021	\$5,601.00	\$222.00	\$5,823.00
0100-0332-0-0000-3140-330100-062-0000	\$7,508.00	(\$52.00)	\$7,456.00
0100-0332-0-0000-3140-330200-020-0000	\$23,790.00	\$945.00	\$24,735.00
0100-0332-0-0000-3140-330200-020-0021	\$2,372.00	\$95.00	\$2,467.00
0100-0332-0-0000-3140-340200-020-0000	\$119,540.00	\$990.00	\$120,530.00
0100-0332-0-0000-3140-340200-020-0021	\$11,954.00	\$99.00	\$12,053.00
0100-0332-0-0000-3140-350100-062-0000	\$259.00	(\$2.00)	\$257.00
0100-0332-0-0000-3140-350200-020-0000	\$155.00	\$7.00	\$162.00
0100-0332-0-0000-3140-360100-062-0000	\$9,735.00	(\$67.00)	\$9,668.00
0100-0332-0-0000-3140-360200-020-0000	\$5,846.00	\$233.00	\$6,079.00
0100-0332-0-0000-3140-360200-020-0021	\$583.00	\$23.00	\$606.00
0100-0332-0-0000-3140-575095-020-0021	(\$51,539.00)	(\$1,668.00)	(\$53,207.00)
0100-0332-0-0000-3140-575096-001-0000	(\$56,247.00)	(\$2,784.00)	(\$59,031.00)
0100-0332-0-1110-1000-110000-023-0000	\$154,110.00	(\$8,034.00)	\$146,076.00
0100-0332-0-1110-1000-210000-020-0000	\$35,022.00	\$1,163.00	\$36,185.00
0100-0332-0-1110-1000-290000-020-0000	\$627,944.00	\$44,968.00	\$672,912.00
0100-0332-0-1110-1000-290000-020-0021	\$43,567.00	\$3,519.00	\$47,086.00
0100-0332-0-1110-1000-310100-023-0000	\$25,252.00	(\$1,308.00)	\$23,944.00
0100-0332-0-1110-1000-320200-020-0000	\$123,383.00	\$8,332.00	\$131,715.00
0100-0332-0-1110-1000-320200-020-0001	(\$123,383.00)	(\$8,332.00)	(\$131,715.00)
0100-0332-0-1110-1000-320200-020-0021	\$8,410.00	\$635.00	\$9,045.00
0100-0332-0-1110-1000-330100-023-0000	\$2,248.00	(\$115.00)	\$2,133.00
0100-0332-0-1110-1000-330200-020-0000	\$52,264.00	\$3,529.00	\$55,793.00
0100-0332-0-1110-1000-330200-020-0021	\$3,562.00	\$270.00	\$3,832.00
0100-0332-0-1110-1000-350100-023-0000	\$78.00	(\$4.00)	\$74.00
0100-0332-0-1110-1000-350200-020-0000	\$342.00	\$23.00	\$365.00
0100-0332-0-1110-1000-350200-020-0000	\$23.00	\$2.00	\$25.00
0100-0332-0-1110-1000-330200-020-0021	\$2,917.00	(\$152.00)	\$2,765.00
0100-0332-0-1110-1000-360100-025-0000	\$33.00	(\$1.00)	\$2,763.00
0100-0332-0-1110-1000-360200-020-0000	\$12,844.00	\$867.00	\$32.00 \$13,711.00
0100-0332-0-1110-1000-360200-020-0000	\$875.00	\$67.00	\$13,711.00
0100 0552-0-1110-1000-500200-020-0021	ψ0/3.00	φυ / . <b>U</b> U	φ9 <del>4</del> 4.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expanses			
Expenses 0100-0332-0-1110-1000-575095-020-0021	(\$59,437.00)	(\$4,493.00)	(\$63,930.00)
0100-0332-0-1134-1000-575096-001-0000	(\$23,166.00)	(\$796.00)	(\$23,962.00)
0100-0332-0-1135-4000-130000-057-0000	\$62,517.00	\$2,421.00	\$64,938.00
0100-0332-0-1135-4000-310100-057-0000	\$10,178.00	\$394.00	\$10,572.00
0100-0332-0-1135-4000-330100-057-0000	\$906.00	\$36.00	\$942.00
0100-0332-0-1135-4000-340100-057-0000	\$7,123.00	\$49.00	\$7,172.00
0100-0332-0-1135-4000-350100-057-0000	\$31.00	\$1.00	\$32.00
0100-0332-0-1135-4000-360100-057-0000	\$1,175.00	\$46.00	\$1,221.00
0100-0332-0-1156-1000-110000-020-0000	\$355,672.00	(\$5,193.00)	\$350,479.00
0100-0332-0-1156-1000-310100-020-0000	\$57,903.00	(\$845.00)	\$57,058.00
0100-0332-0-1156-1000-330100-020-0000	\$5,157.00	(\$75.00)	\$5,082.00
0100-0000-0-0000-2700-320200-030-0000	\$25,491.00	\$966.00	\$26,457.00
0100-0332-0-1156-1000-350100-020-0000	\$178.00	(\$3.00)	\$175.00
0100-0332-0-1156-1000-360100-020-0000	\$6,687.00	(\$98.00)	\$6,589.00
0100-0332-0-1156-1000-430000-075-1111	\$0.00	\$18,000.00	\$18,000.00
0100-0332-0-1160-1000-575096-001-0000	(\$34,057.00)	(\$1,206.00)	(\$35,263.00)
0100-0332-0-3550-1000-210000-038-0000	\$61,949.00	\$2,456.00	\$64,405.00
0100-0332-0-3550-1000-210000-038-0000	\$11,227.00	\$444.00	\$11,671.00
0100-0332-0-3550-1000-320200-038-0000	\$4,756.00	\$188.00	\$4,944.00
0100-0332-0-3550-1000-350200-038-0000	\$31.00	\$1.00	\$32.00
0100-0332-0-3350-1000-350200-038-0000	\$1,169.00	\$46.00	\$1,215.00
0100-0332-0-3550-1000-300200-038-0000	\$62,517.00	\$2,421.00	\$64,938.00
0100-0332-0-3550-2700-130000-038-0000	\$10,178.00	\$394.00	
0100-0332-0-3530-2700-310100-038-0000	\$906.00	\$36.00	\$10,572.00 \$942.00
0100-0332-0-3550-2700-350100-038-0000	\$7,123.00	\$49.00	\$7,172.00
0100-0332-0-3530-2700-340100-038-0000	\$7,123.00	\$1.00	\$7,172.00
0100-0332-0-3530-2700-350100-038-0000	\$1,175.00	\$46.00	\$32.00 \$1,221.00
0100-0332-0-3530-2700-300100-038-0000	\$59,816.00	\$2,342.00	·
0100-0332-0-3530-3130-240000-038-0000	\$10,803.00	\$423.00	\$62,158.00
0100-0332-0-3530-3130-320200-038-0000	\$4,576.00	\$423.00 \$179.00	\$11,226.00
0100-0332-0-3530-3130-330200-038-0000	\$4,576.00 \$11,954.00	\$99.00	\$4,755.00
		\$1.00	\$12,053.00
0100-0332-0-3550-3130-350200-038-0000	\$30.00		\$31.00
0100-0332-0-3550-3130-360200-038-0000 0100-1400-0-1110-1000-110000-029-0000	\$1,125.00	\$44.00	\$1,169.00
	\$0.00 \$1,989,603.00	\$531,942.00	\$531,942.00
0100-1400-0-1110-1000-110000-030-0000		\$11,765.00	\$2,001,368.00
0100-1400-0-1110-1000-110000-031-0000	\$1,955,521.00	\$100,749.00	\$2,056,270.00
0100-1400-0-1110-1000-310100-029-0000	\$0.00	\$86,600.00	\$86,600.00
0100-1400-0-1110-1000-310100-030-0000	\$323,907.00	\$1,916.00	\$325,823.00
0100-1400-0-1110-1000-310100-031-0000	\$318,359.00	\$16,402.00	\$334,761.00
0100-1400-0-1110-1000-330100-029-0000	\$0.00	\$7,713.00	\$7,713.00
0100-1400-0-1110-1000-330100-030-0000	\$28,849.00	\$171.00	\$29,020.00
0100-1400-0-1110-1000-330100-031-0000	\$28,355.00	\$1,461.00	\$29,816.00
0100-1400-0-1110-1000-340100-001-0000	\$0.00	(\$42,181.00)	(\$42,181.00)
0100-1400-0-1110-1000-340100-029-0000	\$0.00	\$86,064.00	\$86,064.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-1400-0-1110-1000-340100-031-0000	\$315,568.00	\$14,344.00	\$329,912.00
0100-1400-0-1110-1000-350100-029-0000	\$0.00	\$266.00	\$266.00
0100-1400-0-1110-1000-350100-030-0000	\$995.00	\$6.00	\$1,001.00
0100-1400-0-1110-1000-350100-031-0000	\$978.00	\$50.00	\$1,028.00
0100-1400-0-1110-1000-360100-029-0000	\$0.00	\$10,001.00	\$10,001.00
0100-1400-0-1110-1000-360100-030-0000	\$37,405.00	\$221.00	\$37,626.00
0100-1400-0-1110-1000-360100-031-0000	\$36,764.00	\$1,894.00	\$38,658.00
0100-3010-0-0000-2140-190000-005-0000	\$784,478.00	\$4,952.00	\$789,430.00
0100-3010-0-0000-2140-310100-005-0000	\$127,713.00	\$806.00	\$128,519.00
0100-3010-0-0000-2140-330100-005-0000	\$11,375.00	\$72.00	\$11,447.00
0100-3010-0-0000-2140-340100-005-0000	\$114,653.00	\$99.00	\$114,752.00
0100-3010-0-0000-2140-350100-005-0000	\$392.00	\$3.00	\$395.00
0100-3010-0-0000-2140-360100-005-0000	\$14,748.00	\$93.00	\$14,841.00
0100-3010-0-0000-2150-130000-005-0000	\$67,645.00	\$2,666.00	\$70,311.00
0100-3010-0-0000-2150-240000-005-0000	\$54,537.00	\$2,206.00	\$56,743.00
0100-3010-0-0000-2150-240020-005-0000	\$7,856.00	(\$3,939.00)	\$3,917.00
0100-3010-0-0000-2150-310100-005-0000	\$11,013.00	\$434.00	\$11,447.00
0100-3010-0-0000-2150-320200-005-0000	\$11,268.00	(\$313.00)	\$10,955.00
0100-3010-0-0000-2150-330100-005-0000	\$981.00	\$39.00	\$1,020.00
0100-3010-0-0000-2150-330200-005-0000	\$4,783.00	(\$143.00)	\$4,640.00
0100-0000-0-0000-2700-350200-031-0000	\$72.00	\$3.00	\$75.00
0100-0000-0-0000-2700-360100-022-0000	\$2,275.00	\$91.00	\$2,366.00
0100-0000-0-0000-2700-360100-023-0000	\$2,313.00	\$91.00	\$2,404.00
0100-0000-0-0000-2700-360100-024-0000	\$2,313.00	\$91.00	\$2,404.00
0100-0000-0-0000-2700-360100-025-0000	\$2,313.00	\$91.00	\$2,404.00
0100-0000-0-0000-2700-360100-026-0000	\$2,313.00	\$91.00	\$2,404.00
0100-0000-0-0000-2700-360100-027-0000	\$2,275.00	\$91.00	\$2,366.00
0100-0000-0-0000-2700-360100-028-0000	\$2,275.00	\$91.00	\$2,366.00
0100-0000-0-0000-2700-360100-029-0000	\$2,275.00	\$91.00	\$2,366.00
0100-0000-0-0000-2700-360100-030-0000	\$2,313.00	\$91.00	\$2,404.00
0100-0000-0-0000-2700-360100-031-0000	\$2,313.00	\$91.00	\$2,404.00
0100-0000-0-0000-2700-360200-020-0021	\$2,190.00	\$82.00	\$2,272.00
0100-0000-0-0000-2700-360200-022-0000	\$2,649.00	\$101.00	\$2,750.00
0100-0000-0-0000-2700-360200-023-0000	\$2,104.00	\$81.00	\$2,185.00
0100-0000-0-0000-2700-360200-024-0000	\$2,535.00	\$98.00	\$2,633.00
0100-0000-0-0000-2700-360200-025-0000	\$2,148.00	\$82.00	\$2,230.00
0100-0000-0-0000-2700-360200-026-0000	\$2,610.00	\$98.00	\$2,708.00
0100-0000-0-0000-2700-360200-027-0000	\$2,082.00	\$77.00	\$2,159.00
0100-0000-0-0000-2700-360200-028-0000	\$2,211.00	\$83.00	\$2,294.00
0100-0000-0-0000-2700-360200-029-0000	\$2,104.00	\$81.00	\$2,185.00
0100-0000-0-0000-2700-360200-030-0000	\$2,654.00	\$100.00	\$2,754.00
0100-0000-0-0000-2700-360200-031-0000	\$2,714.00	\$101.00	\$2,815.00
0100-0000-0-0000-2700-575095-020-0021	(\$174,852.00)	(\$5,772.00)	(\$180,624.00)
0100-0000-0-0000-3120-120000-062-0000	\$156,317.00	\$6,254.00	\$162,571.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Europeas			
Expenses 0100-0000-0-0000-3120-310100-062-0000	\$25,448.00	\$1,019.00	\$26,467.00
0100-0000-0-0000-3120-330100-062-0000	\$2,267.00	\$90.00	\$2,357.00
0100-0000-0-0000-3120-340100-062-0000	\$19,516.00	\$135.00	\$19,651.00
0100-0000-0-0000-3120-350100-062-0000	\$78.00	\$3.00	\$81.00
0100-0000-0-0000-3120-360100-062-0000	\$2,939.00	\$117.00	\$3,056.00
0100-0000-0-0000-3120-575096-001-0000	(\$17,083.00)	(\$2,644.00)	(\$19,727.00)
0100-0000-0-0000-3130-575096-001-0000	(\$6,454.00)	(\$232.00)	(\$6,686.00)
0100-0000-0-0000-3160-575096-001-0000	(\$2,268.00)	(\$44.00)	(\$2,312.00)
0100-0000-0-0000-3600-220000-014-0000	\$272,863.00	\$10,627.00	\$283,490.00
0100-0000-0-0000-3600-220001-014-0000	\$240,193.00	\$8,840.00	\$249,033.00
0100-0000-0-0000-3600-320200-014-0000	\$103,404.00	\$3,515.00	\$106,919.00
0100-0000-0-0000-3600-330200-014-0000	\$43,800.00	\$1,490.00	\$45,290.00
0100-0000-0-0000-3600-340200-014-0000	\$104,408.00	\$792.00	\$105,200.00
0100-0000-0-0000-3600-350200-014-0000	\$286.00	\$10.00	\$296.00
0100-0000-0-0000-3600-360200-014-0000	\$10,764.00	\$366.00	\$11,130.00
0100-0000-0-0000-3600-575096-001-0000	(\$73,065.00)	(\$4,983.00)	(\$78,048.00)
0100-0000-0-0000-7110-340200-002-0000	\$71,225.00	\$495.00	\$71,720.00
0100-0000-0-0000-7150-130000-002-0000	\$185,460.00	\$7,418.00	\$192,878.00
0100-0000-0-0000-7150-240000-002-0000	\$69,831.00	\$2,764.00	\$72,595.00
0100-0000-0-0000-7150-24000-002-0000	\$30,193.00	\$1,208.00	\$31,401.00
0100-0000-0-0000-7150-310100-002-0000	\$12,792.00	\$499.00	\$13,291.00
0100-0000-0-0000-7150-320200-002-0000	\$2,689.00	\$108.00	\$2,797.00
0100-0000-0-0000-7150-330200-002-0000	\$5,419.00	\$211.00	\$5,630.00
0100-0000-0-0000-7150-330200-002-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-7150-340100-002-0000	\$14,245.00	\$99.00	\$14,344.00 \$14,344.00
0100-0000-0-0000-7150-340200-002-0000	\$93.00	\$3.00	\$14,344.00
0100-0000-0-0000-7150-350100-002-0000	\$35.00	\$2.00	\$37.00
0100-0000-0-0000-7150-350200-002-0000	\$3,487.00	\$139.00	
0100-0000-0-0000-7150-360200-002-0000	\$1,332.00	\$52.00	\$3,626.00
0100-0000-0-0000-7130-380200-002-0000	\$302,000.00	\$27,984.00	\$1,384.00
0100-0000-0-0000-7200-340000-001-0000	(\$422,718.00)	\$148,148.00	\$329,984.00
			(\$274,570.00)
0100-0000-0-0000-7300-230000-004-0000 0100-0000-0-0000-7300-240000-004-0000	\$282,211.00	\$11,291.00	\$293,502.00
	\$365,387.00	\$14,594.00	\$379,981.00
0100-0000-0-0000-7300-320200-004-0000 0100-0000-0-0000-7300-330200-004-0000	\$117,191.00	\$4,675.00	\$121,866.00
	\$49,641.00	\$1,980.00	\$51,621.00
0100-0000-0-0000-7300-340200-004-0000	\$95,383.00	\$742.00	\$96,125.00
0100-0000-0-0000-7300-350200-004-0000	\$324.00	\$13.00	\$337.00
0100-0000-0-0000-7300-360200-004-0000	\$12,199.00	\$487.00	\$12,686.00
0100-0000-0-0000-7400-130000-003-0000	\$142,038.00	\$5,602.00	\$147,640.00
0100-0000-0-0000-7400-240000-003-0000	\$518,436.00	\$19,989.00	\$538,425.00
0100-0000-0-0000-7400-310100-003-0000	\$23,124.00	\$912.00	\$24,036.00
0100-0000-0-0000-7400-320200-003-0000	\$93,738.00	\$3,610.00	\$97,348.00
0100-0000-0-0000-7400-330100-003-0000	\$2,060.00	\$81.00	\$2,141.00
0100-0000-0-0000-7400-330200-003-0000	\$39,706.00	\$1,529.00	\$41,235.00

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Expenses			
0100-0000-0-0000-7400-340100-003-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-7400-340200-003-0000	\$86,767.00	\$594.00	\$87,361.00
0100-0000-0-0000-7400-350100-003-0000	\$71.00	\$3.00	\$74.00
0100-0000-0-0000-7400-350200-003-0000	\$260.00	\$10.00	\$270.00
0100-0000-0-0000-7400-360100-003-0000	\$2,670.00	\$106.00	\$2,776.00
0100-0000-0-0000-7400-360200-003-0000	\$9,758.00	\$376.00	\$10,134.00
0100-0000-0-0000-7550-240000-015-0000	\$56,847.00	\$2,164.00	\$59,011.00
0100-0000-0-0000-7550-320200-015-0000	\$10,267.00	\$390.00	\$10,657.00
0100-0000-0-0000-7550-330200-015-0000	\$4,349.00	\$165.00	\$4,514.00
0100-0000-0-0000-7550-340200-015-0000	\$11,954.00	\$99.00	\$12,053.00
0100-0000-0-0000-7550-350200-015-0000	\$28.00	\$2.00	\$12,033.00
0100-0000-0-0000-7550-360200-015-0000	\$1,069.00	\$40.00	\$1,109.00
0100-0000-0-0000-7330-300200-013-0000	\$135,290.00	\$5,332.00	\$1,109.00
0100-0000-0-0000-7700-240000-061-0000	\$73,091.00	\$2,974.00	\$76,065.00
0100-0000-0-0000-7700-240000-001-0000	\$37,778.00	\$1,500.00	
0100-0000-0-0000-7700-320200-061-0000	\$16,002.00	\$636.00	\$39,278.00
	•	\$198.00	\$16,638.00
0100-0000-0-0000-7700-340200-061-0000	\$26,199.00		\$26,397.00
0100-0000-0-0000-7700-350200-061-0000	\$105.00	\$4.00	\$109.00
0100-0000-0-0000-7700-360200-061-0000	\$3,933.00	\$156.00	\$4,089.00
0100-0000-0-0000-8200-220000-012-0000	\$377,451.00	\$14,778.00	\$392,229.00
0100-0000-0-0000-8200-220000-016-0000	\$1,316,211.00	\$49,584.00	\$1,365,795.00
0100-0000-0-0000-8200-220000-016-0021	\$102,356.00	\$3,911.00	\$106,267.00
0100-0000-0-0000-8200-220000-017-0000	\$188,460.00	\$7,352.00	\$195,812.00
0100-0000-0-0000-8200-240000-010-0000	\$33,967.00	\$1,303.00	\$35,270.00
0100-0000-0-0000-8200-320200-010-0000	\$6,134.00	\$236.00	\$6,370.00
0100-0000-0-0000-8200-320200-012-0000	\$69,448.00	\$2,669.00	\$72,117.00
0100-0000-0-0000-8200-320200-016-0000	\$241,356.00	\$8,955.00	\$250,311.00
0100-0000-0-0000-8200-320200-016-0021	\$19,181.00	\$706.00	\$19,887.00
0100-0000-0-0000-8200-320200-017-0000	\$35,427.00	\$1,327.00	\$36,754.00
0100-0000-0-0000-8200-330200-010-0000	\$2,598.00	\$100.00	\$2,698.00
0100-0000-0-0000-8200-330200-012-0000	\$29,417.00	\$1,131.00	\$30,548.00
0100-0000-0-0000-8200-330200-016-0000	\$102,235.00	\$3,794.00	\$106,029.00
0100-0000-0-0000-8200-330200-016-0021	\$8,125.00	\$299.00	\$8,424.00
0100-0000-0-0000-8200-330200-017-0000	\$15,006.00	\$563.00	\$15,569.00
0100-0000-0-0000-8200-340200-010-0000	\$7,123.00	\$49.00	\$7,172.00
0100-0000-0-0000-8200-340200-012-0000	\$85,969.00	\$693.00	\$86,662.00
0100-0000-0-0000-8200-340200-016-0000	\$301,141.00	\$2,475.00	\$303,616.00
0100-0000-0-0000-8200-340200-016-0021	\$23,908.00	\$198.00	\$24,106.00
0100-0000-0-0000-8200-340200-017-0000	\$38,153.00	\$297.00	\$38,450.00
0100-0000-0-0000-8200-350200-010-0000	\$17.00	\$1.00	\$18.00
0100-0000-0-0000-8200-350200-012-0000	\$192.00	\$8.00	\$200.00
0100-0000-0-0000-8200-350200-016-0000	\$668.00	\$25.00	\$693.00
0100-0000-0-0000-8200-350200-016-0021	\$53.00	\$2.00	\$55.00
0100-0000-0-0000-8200-350200-017-0000	\$98.00	\$4.00	\$102.00

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Expenses			
0100-0000-0-0000-8200-360200-010-0000	\$639.00	\$24.00	\$663.00
0100-0000-0-0000-8200-360200-012-0000	\$7,229.00	\$278.00	\$7,507.00
0100-0000-0-0000-8200-360200-016-0000	\$25,125.00	\$932.00	\$26,057.00
0100-0000-0-0000-8200-360200-016-0021	\$1,997.00	\$73.00	\$2,070.00
0100-0000-0-0000-8200-360200-017-0000	\$3,688.00	\$138.00	\$3,826.00
0100-0000-0-0000-8200-550030-010-0000	\$190,000.00	\$35,000.00	\$225,000.00
0100-0000-0-0000-8200-550070-010-0000	\$14,300.00	(\$4,300.00)	\$10,000.00
0100-0000-0-0000-8200-550080-010-0000	\$18,000.00	\$4,300.00	\$22,300.00
0100-0000-0-0000-8200-575095-016-0021	(\$159,470.00)	(\$5,189.00)	(\$164,659.00)
0100-0000-0-0000-8200-575096-010-0000	(\$214,358.00)	(\$5,767.00)	(\$220,125.00)
0100-0000-0-0000-9300-761900-001-1111	\$1,831,000.00	(\$832,000.00)	\$999,000.00
0100-0000-0-0000-9300-761900-014-0000	\$0.00	\$100,000.00	\$100,000.00
0100-0000-0-1110-1000-110000-022-0000	\$1,682,804.00	(\$33,896.00)	\$1,648,908.00
0100-0000-0-1110-1000-110000-023-0000	\$1,340,865.00	(\$41,252.00)	\$1,299,613.00
0100-0000-0-1110-1000-110000-024-0000	\$2,286,333.00	(\$27,198.00)	\$2,259,135.00
0100-0000-0-1110-1000-110000-025-0000	\$1,479,200.00	(\$144,037.00)	\$1,335,163.00
0100-0000-0-1110-1000-110000-026-0000	\$1,852,411.00	(\$29,573.00)	\$1,822,838.00
0100-0000-0-1110-1000-110000-027-0000	\$1,666,439.00	\$2,506.00	\$1,668,945.00
0100-0000-0-1110-1000-110000-028-0000	\$1,451,009.00	(\$37,425.00)	\$1,413,584.00
0100-0000-0-1110-1000-110000-029-0000	\$1,495,066.00	(\$528,272.00)	\$966,794.00
0100-0000-0-1110-1000-310100-001-0000	(\$30,000.00)	(\$46,203.00)	(\$76,203.00)
0100-0000-0-1110-1000-310100-022-0000	\$273,960.00	(\$5,518.00)	\$268,442.00
0100-0000-0-1110-1000-310100-023-0000	\$218,293.00	(\$6,716.00)	\$211,577.00
0100-0000-0-1110-1000-310100-024-0000	\$372,215.00	(\$4,428.00)	\$367,787.00
0100-0000-0-1110-1000-310100-025-0000	\$240,814.00	(\$23,450.00)	\$217,364.00
0100-0000-0-1110-1000-310100-026-0000	\$301,573.00	(\$4,815.00)	\$296,758.00
0100-0000-0-1110-1000-310100-027-0000	\$271,296.00	\$408.00	\$271,704.00
0100-0000-0-1110-1000-310100-028-0000	\$236,224.00	(\$6,092.00)	\$230,132.00
0100-0000-0-1110-1000-310100-029-0000	\$243,397.00	(\$86,003.00)	\$157,394.00
0100-0000-0-1110-1000-330100-022-0000	\$24,401.00	(\$492.00)	\$23,909.00
0100-0000-0-1110-1000-330100-023-0000	\$19,443.00	(\$599.00)	\$18,844.00
0100-0000-0-1110-1000-330100-024-0000	\$33,152.00	(\$395.00)	\$32,757.00
0100-0000-0-1110-1000-330100-025-0000	\$21,448.00	(\$2,088.00)	\$19,360.00
0100-0000-0-1110-1000-330100-026-0000	\$26,860.00	(\$429.00)	\$26,431.00
0100-0000-0-1110-1000-330100-027-0000	\$24,163.00	\$37.00	\$24,200.00
0100-0000-0-1110-1000-330100-028-0000	\$21,040.00	(\$543.00)	\$20,497.00
0100-0000-0-1110-1000-330100-029-0000	\$21,678.00	(\$7,659.00)	\$14,019.00
0100-0000-0-1110-1000-340100-001-0000	\$0.00	\$42,181.00	\$42,181.00
0100-0000-0-1110-1000-340100-029-0000	\$258,192.00	(\$86,064.00)	\$172,128.00
0100-0000-0-1110-1000-350100-022-0000	\$841.00	(\$17.00)	\$824.00
0100-0000-0-1110-1000-350100-023-0000	\$670.00	(\$20.00)	\$650.00
0100-0000-0-1110-1000-350100-023-0000	\$1,143.00	(\$13.00)	\$1,130.00
0100-0000-0-1110-1000-350100-024-0000	\$740.00	(\$72.00)	\$668.00
0100-0000-0-1110-1000-350100-025-0000	\$926.00	(\$15.00)	\$911.00
222 333 3 223 233 334 33 334 334	φ,20.00	(\$15.00)	ψ/11.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expanses			
Expenses 0100-0000-0-1110-1000-350100-027-0000	\$833.00	\$1.00	\$834.00
0100-0000-0-1110-1000-350100-028-0000	\$726.00	(\$19.00)	\$707.00
0100-0000-0-1110-1000-350100-029-0000	\$748.00	(\$265.00)	\$483.00
0100-0000-0-1110-1000-360100-022-0000	\$31,637.00	(\$638.00)	\$30,999.00
0100-0000-0-1110-1000-360100-023-0000	\$25,208.00	(\$775.00)	\$24,433.00
0100-0000-0-1110-1000-360100-024-0000	\$42,983.00	(\$511.00)	\$42,472.00
0100-0000-0-1110-1000-360100-025-0000	\$27,809.00	(\$2,708.00)	\$25,101.00
0100-0000-0-1110-1000-360100-026-0000	\$34,825.00	(\$556.00)	\$34,269.00
0100-0000-0-1110-1000-360100-027-0000	\$31,329.00	\$47.00	\$31,376.00
0100-0000-0-1110-1000-360100-028-0000	\$27,279.00	(\$704.00)	\$26,575.00
0100-0000-0-1110-1000-360100-029-0000	\$28,107.00	(\$9,931.00)	\$18,176.00
0100-0000-0-1110-1000-540000-001-0000	\$12,100.00	\$162.80	\$12,262.80
0100-0041-0-0000-8200-430000-010-0000	\$10,000.00	(\$10,000.00)	\$0.00
0100-0041-0-0000-8200-560000-010-0000	\$16,000.00	(\$16,000.00)	\$0.00
0100-0332-0-0000-2140-130000-055-0000	\$135,290.00	\$5,332.00	\$140,622.00
0100-0332-0-0000-2140-240000-051-0000	\$63,127.00	\$2,538.00	\$65,665.00
0100-0332-0-0000-2140-310100-055-0000	\$22,025.00	\$868.00	\$22,893.00
0100-0332-0-0000-2140-320200-051-0000	\$11,424.00	\$459.00	\$11,883.00
0100-0332-0-0000-2140-330100-055-0000	\$1,962.00	\$77.00	\$2,039.00
0100-0332-0-0000-2140-330200-051-0000	\$4,839.00	\$194.00	\$5,033.00
0100-0332-0-0000-2140-340100-055-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0332-0-0000-2140-340200-051-0000	\$11,954.00	\$99.00	\$12,053.00
0100-0332-0-0000-2140-350100-055-0000	\$68.00	\$2.00	\$70.00
0100-0332-0-0000-2140-350200-051-0000	\$32.00	\$1.00	\$33.00
0100-0332-0-0000-2140-360100-055-0000	\$2,543.00	\$101.00	\$2,644.00
0100-0332-0-0000-2140-360200-051-0000	\$1,189.00	\$48.00	\$1,237.00
0100-0332-0-0000-2150-130000-005-0000	\$67,645.00	\$2,666.00	\$70,311.00
0100-0332-0-0000-2150-240000-053-0000	\$60,133.00	\$2,412.00	\$62,545.00
0100-0332-0-0000-2150-310100-005-0000	\$11,013.00	\$434.00	\$11,447.00
0100-0332-0-0000-2150-320200-053-0000	\$10.860.00	\$436.00	\$11,296.00
0100-0332-0-0000-2150-330100-005-0000	\$981.00	\$39.00	\$1,020.00
0100-0332-0-0000-2150-330200-053-0000	\$4,600.00	\$185.00	\$4,785.00
0100-0332-0-0000-2150-340100-005-0000	\$7,123.00	\$49.00	\$7,172.00
0100-0332-0-0000-2150-340200-053-0000	\$11,954.00	\$99.00	\$12,053.00
0100-0332-0-0000-2150-350100-005-0000	\$34.00	\$1.00	\$35.00
0100-0332-0-0000-2150-350200-053-0000	\$30.00	\$1.00	\$31.00
0100-0332-0-0000-2150-350200-035-0000	\$1,272.00	\$50.00	\$1,322.00
0100-0332-0-0000-2150-360200-053-0000	\$1,130.00	\$46.00	\$1,322.00
0100-0332-0-0000-2130-300200-033-0000	\$265,161.00	\$10,560.00	\$275,721.00
0100-0332-0-0000-2420-220000-020-0000	\$24,265.00	\$10,300.00	\$25,259.00
0100-0332-0-0000-2420-220000-020-0021	\$57,263.00	\$2,287.00	
0100-0332-0-0000-2420-220000-038-0000	\$400,251.00	\$16,102.00	\$59,550.00 \$416.353.00
0100-0332-0-0000-2420-240000-001-0000	\$47,888.00	\$1,907.00	\$416,353.00
0100-0332-0-0000-2420-320200-020-0000	\$4,382.00	\$1,907.00	\$49,795.00 \$4,562.00
0100-0332-0-0000-2420-320200-020-0021	\$ <del>4</del> ,382.00	\$100.00	\$4,562.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0332-0-0000-2420-320200-056-0000	\$10,414.00	\$413.00	\$10,827.00
0100-0332-0-0000-2420-320200-061-0000	\$72,285.00	\$2,908.00	\$75,193.00
0100-0332-0-0000-2420-330200-020-0000	\$20,285.00	\$808.00	\$21,093.00
0100-0332-0-0000-2420-330200-020-0021	\$1,856.00	\$76.00	\$1,932.00
0100-0332-0-0000-2420-330200-056-0000	\$4,411.00	\$175.00	\$4,586.00
0100-0332-0-0000-2420-330200-061-0000	\$30,619.00	\$1,232.00	\$31,851.00
0100-0332-0-0000-2420-340200-056-0000	\$11,954.00	\$99.00	\$12,053.00
0100-0332-0-0000-2420-340200-061-0000	\$71,724.00	\$594.00	\$72,318.00
0100-0332-0-0000-2420-350200-020-0000	\$133.00	\$5.00	\$138.00
0100-0332-0-0000-2420-350200-020-0021	\$12.00	\$1.00	\$13.00
0100-0332-0-0000-2420-350200-056-0000	\$29.00	\$1.00	\$30.00
0100-0332-0-0000-2420-350200-061-0000	\$200.00	\$8.00	\$208.00
0100-0332-0-0000-2420-360200-020-0000	\$4,985.00	\$199.00	\$5,184.00
0100-0332-0-0000-2420-360200-020-0021	\$456.00	\$19.00	\$475.00
0100-0332-0-0000-2420-360200-056-0000	\$1,084.00	\$43.00	\$1,127.00
0100-0332-0-0000-2420-360200-061-0000	\$7,525.00	\$302.00	\$7,827.00
0100-0332-0-0000-2420-575095-020-0021	(\$32,184.00)	(\$1,528.00)	(\$33,712.00)
0100-0332-0-0000-2420-575096-001-0000	(\$57,456.00)	(\$2,089.00)	(\$59,545.00)
0100-0332-0-0000-2700-130000-022-0000	\$35,987.00	\$1,439.00	\$37,426.00
0100-0332-0-0000-2700-130000-023-0000	\$37,426.00	\$1,497.00	\$38,923.00
0100-0332-0-0000-2700-130000-024-0000	\$37,426.00	\$1,497.00	\$38,923.00
0100-0332-0-0000-2700-130000-025-0000	\$37,426.00	\$1,497.00	\$38,923.00
0100-0332-0-0000-2700-130000-026-0000	\$35,002.00	\$1,385.00	\$36,387.00
0100-0332-0-0000-2700-130000-027-0000	\$33,272.00	\$1,331.00	\$34,603.00
0100-0332-0-0000-2700-130000-028-0000	\$38,092.00	\$1,497.00	\$39,589.00
0100-0332-0-0000-2700-130000-029-0000	\$37,426.00	\$1,497.00	\$38,923.00
0100-0332-0-0000-2700-130000-030-0000	\$150,483.00	\$5,994.00	\$156,477.00
0100-0332-0-0000-2700-130000-031-0000	\$150,483.00	\$5,994.00	\$156,477.00
0100-0332-0-0000-2700-240000-062-0000	\$28,363.00	\$1,118.00	\$29,481.00
0100-0332-0-0000-2700-310100-022-0000	\$5,859.00	\$234.00	\$6,093.00
0100-0332-0-0000-2700-310100-023-0000	\$6,093.00	\$244.00	\$6,337.00
0100-0332-0-0000-2700-310100-024-0000	\$6,093.00	\$244.00	\$6,337.00
0100-0332-0-0000-2700-310100-025-0000	\$6,093.00	\$244.00	\$6,337.00
0100-0332-0-0000-2700-310100-026-0000	\$5,698.00	\$226.00	\$5,924.00
0100-0332-0-0000-2700-310100-027-0000	\$5,417.00	\$216.00	\$5,633.00
0100-0332-0-0000-2700-310100-028-0000	\$6,201.00	\$244.00	\$6,445.00
0100-0332-0-0000-2700-310100-029-0000	\$6,093.00	\$244.00	\$6,337.00
0100-0332-0-0000-2700-310100-030-0000	\$24,499.00	\$975.00	\$25,474.00
0100-0332-0-0000-2700-310100-031-0000	\$24,499.00	\$975.00	\$25,474.00
0100-0332-0-0000-2700-320200-062-0000	\$5,465.00	\$202.00	\$5,667.00
0100-0332-0-0000-2700-330100-022-0000	\$522.00	\$21.00	\$543.00
0100-0332-0-0000-2700-330100-023-0000	\$543.00	\$21.00	\$564.00
0100-0332-0-0000-2700-330100-024-0000	\$543.00	\$21.00	\$564.00
0100-0332-0-0000-2700-330100-025-0000	\$543.00	\$21.00	\$564.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0332-0-0000-2700-330100-026-0000	\$508.00	\$20.00	\$528.00
0100-0332-0-0000-2700-330100-027-0000	\$482.00	\$20.00	\$502.00
0100-0332-0-0000-2700-330100-028-0000	\$552.00	\$22.00	\$574.00
0100-0332-0-0000-2700-330100-029-0000	\$543.00	\$21.00	\$564.00
0100-0332-0-0000-2700-330100-030-0000	\$2,182.00	\$87.00	\$2,269.00
0100-0332-0-0000-2700-330100-031-0000	\$2,182.00	\$87.00	\$2,269.00
0100-0332-0-0000-2700-330200-062-0000	\$2,315.00	\$86.00	\$2,401.00
0100-0332-0-0000-2700-340100-022-0000	\$4,744.00	\$33.00	\$4,777.00
0100-0332-0-0000-2700-340100-023-0000	\$4,744.00	\$33.00	\$4,777.00
0100-0332-0-0000-2700-340100-024-0000	\$4,744.00	\$33.00	\$4,777.00
0100-0332-0-0000-2700-340100-025-0000	\$4,744.00	\$33.00	\$4,777.00
0100-0332-0-0000-2700-340100-026-0000	\$4,744.00	\$33.00	\$4,777.00
0100-0332-0-0000-2700-340100-027-0000	\$4,744.00	\$33.00	\$4,777.00
0100-0332-0-0000-2700-340100-028-0000	\$4,744.00	\$33.00	\$4,777.00
0100-0332-0-0000-2700-340100-029-0000	\$4,744.00	\$33.00	\$4,777.00
0100-0332-0-0000-2700-340100-030-0000	\$18,989.00	\$132.00	\$19,121.00
0100-0332-0-0000-2700-340100-031-0000	\$18,989.00	\$132.00	\$19,121.00
0100-0332-0-0000-2700-340200-062-0000	\$5,977.00	\$50.00	\$6,027.00
0100-0332-0-0000-2700-350100-022-0000	\$18.00	\$1.00	\$19.00
0100-0332-0-0000-2700-350100-028-0000	\$19.00	\$1.00	\$20.00
0100-0332-0-0000-2700-350100-030-0000	\$75.00	\$3.00	\$78.00
0100-0332-0-0000-2700-350100-031-0000	\$75.00	\$3.00	\$78.00
0100-0332-0-0000-2700-350200-062-0000	\$15.00	\$1.00	\$16.00
0100-0332-0-0000-2700-360100-022-0000	\$677.00	\$27.00	\$704.00
0100-0332-0-0000-2700-360100-023-0000	\$704.00	\$28.00	\$732.00
0100-0332-0-0000-2700-360100-024-0000	\$704.00	\$28.00	\$732.00
0100-0332-0-0000-2700-360100-025-0000	\$704.00	\$28.00	\$732.00
0100-0332-0-0000-2700-360100-026-0000	\$658.00	\$26.00	\$684.00
0100-0332-0-0000-2700-360100-027-0000	\$626.00	\$25.00	\$651.00
0100-0332-0-0000-2700-360100-028-0000	\$716.00	\$28.00	\$744.00
0100-0332-0-0000-2700-360100-029-0000	\$704.00	\$28.00	\$732.00
0100-0332-0-0000-2700-360100-030-0000	\$2,829.00	\$113.00	\$2,942.00
0100-0332-0-0000-2700-360100-031-0000	\$2,829.00	\$113.00	\$2,942.00
0100-0332-0-0000-2700-360200-062-0000	\$569.00	\$21.00	\$590.00
0100-0332-0-0000-3110-120000-020-0000	\$455,565.00	\$18,223.00	\$473,788.00
0100-0332-0-0000-3110-130000-022-0000	\$72,082.00	\$2,883.00	\$74,965.00
0100-0332-0-0000-3110-130000-023-0000	\$74,965.00	\$2,999.00	\$77,964.00
0100-0332-0-0000-3110-130000-024-0000	\$74,965.00	\$2,999.00	\$77,964.00
0100-0332-0-0000-3110-130000-025-0000	\$74,965.00	\$2,999.00	\$77,964.00
0100-0332-0-0000-3110-130000-026-0000	\$70,109.00	\$2,774.00	\$72,883.00
0100-0332-0-0000-3110-130000-027-0000	\$66,643.00	\$2,666.00	\$69,309.00
0100-0332-0-0000-3110-130000-028-0000	\$76,299.00	\$2,999.00	\$79,298.00
0100-0332-0-0000-3110-130000-029-0000	\$74,965.00	\$2,999.00	\$77,964.00
0100-0332-0-0000-3110-130000-030-0000	\$76,299.00	\$2,999.00	\$79,298.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-0332-0-0000-3110-130000-031-0000	\$76,299.00	\$2,999.00	\$79,298.00
0100-0332-0-0000-3110-310100-020-0000	\$74,166.00	\$2,967.00	\$77,133.00
0100-0332-0-0000-3110-310100-022-0000	\$11,735.00	\$469.00	\$12,204.00
0100-0332-0-0000-3110-310100-023-0000	\$12,204.00	\$489.00	\$12,693.00
0100-0332-0-0000-3110-310100-024-0000	\$12,204.00	\$489.00	\$12,693.00
0100-0332-0-0000-3110-310100-025-0000	\$12,204.00	\$489.00	\$12,693.00
0100-0332-0-0000-3110-310100-026-0000	\$11,414.00	\$451.00	\$12,865.00
0100-0000-0-0000-2700-320200-031-0000	\$26,068.00	\$972.00	\$27,040.00
0100-0000-0-0000-2700-320200-031-0000	\$1,755.00	\$70.00	\$1,825.00
0100-0000-0-0000-2700-330100-023-0000	\$1,784.00	\$70.00	\$1,854.00
0100-0000-0-0000-2700-330100-023-0000	\$1,784.00	\$70.00	\$1,854.00
0100-0000-0-0000-2700-330100-024-0000	\$1,784.00	\$70.00	·
0100-0000-0-0000-2700-330100-025-0000	\$1,784.00	\$70.00	\$1,854.00
0100-0000-0-0000-2700-330100-020-0000	*	\$70.00 \$70.00	\$1,854.00
	\$1,755.00	\$70.00 \$70.00	\$1,825.00
0100-0000-0-0000-2700-330100-028-0000	\$1,755.00		\$1,825.00
0100-0000-0-0000-2700-330100-029-0000	\$1,755.00	\$70.00	\$1,825.00
0100-0000-0-0000-2700-330100-030-0000	\$1,784.00	\$70.00	\$1,854.00
0100-0000-0-0000-2700-330100-031-0000	\$1,784.00	\$70.00	\$1,854.00
0100-0000-0-0000-2700-330200-020-0021	\$8,909.00	\$334.00	\$9,243.00
0100-0000-0-0000-2700-330200-022-0000	\$10,779.00	\$411.00	\$11,190.00
0100-0000-0-0000-2700-330200-023-0000	\$8,561.00	\$332.00	\$8,893.00
0100-0000-0-0000-2700-330200-024-0000	\$10,313.00	\$402.00	\$10,715.00
0100-0000-0-0000-2700-330200-025-0000	\$8,742.00	\$333.00	\$9,075.00
0100-0000-0-0000-2700-330200-026-0000	\$10,619.00	\$402.00	\$11,021.00
0100-0000-0-0000-2700-330200-027-0000	\$8,472.00	\$315.00	\$8,787.00
0100-0000-0-0000-2700-330200-028-0000	\$8,999.00	\$335.00	\$9,334.00
0100-0000-0-0000-2700-330200-029-0000	\$8,561.00	\$332.00	\$8,893.00
0100-0000-0-0000-2700-330200-030-0000	\$10,798.00	\$409.00	\$11,207.00
0100-0000-0-0000-2700-330200-031-0000	\$11,042.00	\$412.00	\$11,454.00
0100-0000-0-0000-2700-340100-022-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-023-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-024-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-025-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-026-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-027-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-028-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-029-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-030-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340100-031-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2700-340200-020-0021	\$26,199.00	\$198.00	\$26,397.00
0100-0000-0-0000-2700-340200-022-0000	\$27,496.00	\$198.00	\$27,694.00
0100-0000-0-0000-2700-340200-023-0000	\$26,199.00	\$198.00	\$26,397.00
0100-0000-0-0000-2700-340200-024-0000	\$27,496.00	\$198.00	\$27,694.00
0100-0000-0-0000-2700-340200-025-0000	\$26,199.00	\$198.00	\$26,397.00
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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expanses			
Expenses 0100-0000-0-0000-2700-340200-026-0000	\$27,496.00	\$198.00	\$27,694.00
0100-0000-0-0000-2700-340200-027-0000	\$26,199.00	\$198.00	\$26,397.00
0100-0000-0-0000-2700-340200-028-0000	\$26,199.00	\$198.00	\$26,397.00
0100-0000-0-0000-2700-340200-029-0000	\$26,199.00	\$198.00	\$26,397.00
0100-0000-0-0000-2700-340200-030-0000	\$27,496.00	\$198.00	\$27,694.00
0100-0000-0-0000-2700-340200-031-0000	\$27,496.00	\$198.00	\$27,694.00
0100-0000-0-0000-2700-350100-022-0000	\$61.00	\$2.00	\$63.00
0100-0000-0-0000-2700-350100-023-0000	\$62.00	\$2.00	\$64.00
0100-0000-0-0000-2700-350100-024-0000	\$62.00	\$2.00	\$64.00
0100-0000-0-0000-2700-350100-025-0000	\$62.00	\$2.00	\$64.00
0100-0000-0-0000-2700-350100-026-0000	\$62.00	\$2.00	\$64.00
0100-0000-0-0000-2700-350100-027-0000	\$61.00	\$2.00	\$63.00
0100-0000-0-0000-2700-350100-028-0000	\$62.00	\$1.00	\$63.00
0100-0000-0-0000-2700-350100-029-0000	\$61.00	\$2.00	\$63.00
0100-0000-0-0000-2700-350100-030-0000	\$62.00	\$2.00	\$64.00
0100-0000-0-0000-2700-350100-031-0000	\$63.00	\$1.00	\$64.00
0100-0000-0-0000-2700-350200-020-0021	\$58.00	\$2.00	\$60.00
0100-0000-0-0000-2700-350200-022-0000	\$70.00	\$3.00	\$73.00
0100-0000-0-0000-2700-350200-023-0000	\$56.00	\$2.00	\$58.00
0100-0000-0-0000-2700-350200-024-0000	\$67.00	\$3.00	\$70.00
0100-0000-0-0000-2700-350200-025-0000	\$57.00	\$2.00	\$59.00
0100-0000-0-0000-2700-350200-026-0000	\$69.00	\$3.00	\$72.00
0100-0000-0-0000-2700-350200-027-0000	\$55.00	\$2.00	\$57.00
0100-0000-0-0000-2700-350200-028-0000	\$59.00	\$2.00	\$61.00
0100-0000-0-0000-2700-350200-029-0000	\$56.00	\$2.00	\$58.00
0100-0000-0-0000-2700-350200-030-0000	\$71.00	\$2.00	\$73.00
0100-0332-0-0000-3130-330200-063-0000	\$4,252.00	\$168.00	\$4,420.00
0100-3010-0-0000-2150-340100-005-0000	\$7,123.00	\$49.00	\$7,172.00
0100-3010-0-0000-2150-340200-005-0000	\$11,954.00	\$99.00	\$12,053.00
0100-3010-0-0000-2150-350100-005-0000	\$34.00	\$1.00	\$35.00
0100-3010-0-0000-2150-350200-005-0000	\$31.00	(\$1.00)	\$30.00
0100-3010-0-0000-2150-360100-005-0000	\$1,272.00	\$50.00	\$1,322.00
0100-3010-0-0000-2150-360200-005-0000	\$1,173.00	(\$33.00)	\$1,140.00
0100-3010-0-0000-2150-430000-005-0000	\$8,000.00	(\$3,000.00)	\$5,000.00
0100-3010-0-0000-2150-440000-005-0000	\$5,000.00	(\$3,000.00)	\$2,000.00
0100-3010-0-0000-2150-520000-005-0000	\$6,000.00	(\$3,000.00)	\$3,000.00
0100-3010-0-0000-2495-430000-005-0000	\$1,500.00	(\$1,500.00)	\$0.00
0100-3010-0-0000-2495-580011-005-0000	\$30,897.00	(\$12,397.00)	\$18,500.00
0100-3010-0-0000-7210-731000-000-0000	\$89,891.00	(\$89,891.00)	\$0.00
0100-3010-0-1110-1000-430000-005-0167	\$16,147.00	(\$6,147.00)	\$10,000.00
0100-3010-0-1110-1000-520000-005-0000	\$77,198.00	(\$77,198.00)	\$0.00
0100-3010-0-1110-1000-580009-005-0000	\$100,000.00	(\$100,000.00)	\$0.00
0100-3010-0-1110-1000-580011-005-0000	\$152,591.00	\$26,230.00	\$178,821.00
0100-3150-0-0000-2420-220050-024-0000	\$471.00	(\$448.00)	\$23.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Evnonces			
Expenses 0100-3150-0-0000-2420-320200-024-0000	\$85.00	(\$81.00)	\$4.00
0100-3150-0-0000-2420-330200-024-0000	\$36.00	(\$34.00)	\$2.00
0100-3150-0-0000-2420-350200-024-0000	\$1.00	(\$1.00)	\$0.00
0100-3150-0-0000-2420-360200-024-0000	\$9.00	(\$8.00)	\$1.00
0100-3150-0-0000-2495-320200-022-0000	\$567.00	(\$1.00)	\$566.00
0100-3150-0-0000-2495-430000-021-0000	\$1,162.00	\$8.00	\$1,170.00
0100-3150-0-0000-7210-731000-000-0000	\$58,836.00	(\$58,836.00)	\$0.00
0100-3150-0-1110-1000-110010-021-0000	\$6,267.00	\$3.00	\$6,270.00
0100-3150-0-1110-1000-210000-024-0000	\$37,070.00	\$1,421.00	\$38,491.00
0100-3150-0-1110-1000-210000-025-0000	\$12,221.00	\$482.00	\$12,703.00
0100-3150-0-1110-1000-210000-028-0000	\$36,500.00	\$1,422.00	\$37,922.00
0100-3150-0-1110-1000-210000-029-0000	\$24,762.00	\$969.00	\$25,731.00
0100-3150-0-1110-1000-210040-028-0000	\$6,285.00	(\$17.00)	\$6,268.00
0100-3150-0-1110-1000-210040-029-0000	\$2,200.00	(\$6.00)	\$2,194.00
0100-3150-0-1110-1000-310100-022-0000	\$4,783.00	(\$1.00)	\$4,782.00
0100-3150-0-1110-1000-310100-023-0000	\$2,820.00	(\$1.00)	\$2,819.00
0100-3150-0-1110-1000-320200-024-0000	\$6,695.00	\$257.00	\$6,952.00
0100-3150-0-1110-1000-320200-025-0000	\$2,207.00	\$87.00	\$2,294.00
0100-3150-0-1110-1000-320200-028-0000	\$7,727.00	\$254.00	\$7,981.00
0100-3150-0-1110-1000-320200-029-0000	\$4,869.00	\$174.00	\$5,043.00
0100-3150-0-1110-1000-330200-024-0000	\$2,836.00	\$109.00	\$2,945.00
0100-3150-0-1110-1000-330200-025-0000	\$935.00	\$37.00	\$972.00
0100-3150-0-1110-1000-330200-028-0000	\$3,273.00	\$107.00	\$3,380.00
0100-3150-0-1110-1000-330200-029-0000	\$2,063.00	\$73.00	\$2,136.00
0100-3150-0-1110-1000-350200-029-0000	\$2,003.00	\$1.00	\$2,130.00
0100-3150-0-1110-1000-350200-028-0000	\$13.00	\$1.00	\$22.00 \$14.00
0100-3150-0-1110-1000-350200-027-0000	\$697.00	\$27.00	\$724.00
0100-3150-0-1110-1000-360200-025-0000	\$230.00	\$9.00	\$239.00
0100-3150-0-1110-1000-360200-023-0000	\$804.00	\$27.00	\$831.00
0100-3150-0-1110-1000-360200-028-0000	\$507.00	\$18.00	\$525.00
0100-3150-0-1110-1000-300200-023-0000	\$7,675.00	(\$425.00)	
0100-3150-0-1110-1000-420000-021-0000	\$10,500.00	(\$991.00)	\$7,250.00 \$9,509.00
0100-3150-0-1110-1000-420000-022-0000	\$14,926.00	(\$833.00)	•
0100-3150-0-1110-1000-420000-023-0000	\$4,000.00	(\$2,389.00)	\$14,093.00
0100-3150-0-1110-1000-420000-024-0000	\$7,000.00		\$1,611.00
0100-3150-0-1110-1000-420000-025-0000	*	(\$1,465.00)	\$5,535.00
	\$20,500.00	(\$5,070.00)	\$15,430.00
0100-3150-0-1110-1000-420000-027-0000	\$15,728.00	(\$623.00)	\$15,105.00
0100-3150-0-1110-1000-420000-029-0000	\$14,000.00	(\$2,099.00)	\$11,901.00
0100-3150-0-1110-1000-420000-030-0000	\$10,000.00	(\$1,031.00)	\$8,969.00
0100-3150-0-1110-1000-420000-031-0000	\$36,000.00	(\$879.00)	\$35,121.00
0100-3150-0-1110-1000-430000-021-0000	\$9,342.00	(\$4.00)	\$9,338.00
0100-3150-0-1110-1000-430000-026-0000	\$37,477.00	\$1.00	\$37,478.00
0100-3150-0-1110-1000-430000-028-0000	\$6,813.00	(\$5,731.00)	\$1,082.00
0100-3150-0-1110-1000-430000-029-0000	\$14,850.00	(\$5,000.00)	\$9,850.00

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Expenses			
0100-3150-0-1110-1000-580009-026-0000	\$23,000.00	\$4,000.00	\$27,000.00
0100-6500-0-5770-1120-350200-039-0000	\$101.00	\$4.00	\$105.00
0100-3150-0-1110-1000-580009-028-0000	\$3,872.00	\$3,000.00	\$6,872.00
0100-3150-0-1110-1000-580009-029-0000	\$4,000.00	\$5,000.00	\$9,000.00
0100-3150-0-3550-1000-430000-038-0000	\$3,759.00	(\$32.00)	\$3,727.00
0100-3310-0-5770-1110-210000-039-0000	\$187,936.00	\$7,264.00	\$195,200.00
0100-3310-0-5770-1110-320200-039-0000	\$34,754.00	\$1,312.00	\$36,066.00
0100-3310-0-5770-1110-330200-039-0000	\$14,721.00	\$556.00	\$15,277.00
0100-3310-0-5770-1110-350200-039-0000	\$96.00	\$4.00	\$100.00
0100-3310-0-5770-1110-360200-039-0000	\$3,618.00	\$136.00	\$3,754.00
0100-3327-0-5771-3120-120000-039-0000	\$44,438.00	\$1,778.00	\$46,216.00
0100-3327-0-5771-3120-310100-039-0000	\$7,235.00	\$289.00	\$7,524.00
0100-3327-0-5771-3120-330100-039-0000	\$644.00	\$26.00	\$670.00
0100-3327-0-5771-3120-340100-039-0000	\$4,986.00	\$34.00	\$5,020.00
0100-3327-0-5771-3120-350100-039-0000	\$22.00	\$1.00	\$23.00
0100-3327-0-5771-3120-360100-039-0000	\$835.00	\$34.00	\$869.00
0100-3327-0-5771-3120-580000-039-0000	\$7,303.00	(\$1,196.00)	\$6,107.00
0100-3327-0-5771-7210-731000-000-0000	\$966.00	(\$966.00)	\$0,107.00
0100-4035-0-0000-2140-190000-005-0000	\$133,290.00	\$5,332.00	\$138,622.00
0100-4035-0-0000-2140-170000-005-0000	\$21,700.00	\$868.00	\$22,568.00
0100-4035-0-0000-2140-310100-005-0000	\$1,933.00	\$77.00	\$2,010.00
0100-4035-0-0000-2140-340100-005-0000	\$1,245.00	\$99.00	\$14,344.00
0100-4035-0-0000-2140-350100-005-0000	\$67.00	\$2.00	·
0100-4035-0-0000-2140-350100-005-0000	\$2,506.00	\$100.00	\$69.00 \$2,606.00
0100-4035-0-0000-2140-300100-005-0000	\$50,000.00	(\$28,892.00)	\$21,108.00
0100-4035-0-0000-2140-430000-005-0000	\$75,000.00	(\$4,500.00)	•
0100-4035-0-0000-2140-520000-003-0000	\$21,000.00	(\$7,000.00)	\$70,500.00
0100-4035-0-0000-2140-380009-003-0000	\$16,455.00		\$14,000.00
0100-4035-0-0000-7210-731000-000-0000	\$10,433.00	\$1,545.00 \$20,000.00	\$18,000.00
0100-4035-0-1110-1000-110040-005-0000	\$1,628.00	\$3,256.00	\$30,000.00
0100-4035-0-1110-1000-310100-005-0000	\$1,028.00	\$3,230.00	\$4,884.00
0100-4035-0-1110-1000-350100-005-0000	\$5.00	\$10.00	\$435.00
0100-4035-0-1110-1000-330100-005-0000	\$3.00 \$188.00		\$15.00
		\$376.00	\$564.00
0100-4035-0-1110-1000-520000-040-0000 0100-4035-0-1110-1000-580011-005-0000	\$12,814.00	(\$7,076.00) \$11,500.00	\$5,738.00
	\$0.00	\$11,500.00	\$11,500.00
0100-4203-0-1110-1000-580009-005-0000	\$11,011.00	(\$2,500.00)	\$8,511.00
0100-4203-0-1110-1000-580011-005-0000	\$2,000.00	\$2,500.00	\$4,500.00
0100-6010-0-1110-4000-220000-062-0000	\$887,859.00	\$32,929.00	\$920,788.00
0100-6010-0-1110-4000-320200-062-0000	\$169,076.00	\$5,947.00	\$175,023.00
0100-6010-0-1110-4000-330200-062-0000	\$71,618.00	\$2,520.00	\$74,138.00
0100-6010-0-1110-4000-350200-062-0000	\$468.00	\$17.00	\$485.00
0100-6010-0-1110-4000-360200-062-0000	\$17,600.00	\$619.00	\$18,219.00
0100-6500-0-5770-1110-110000-039-0000	\$641,020.00	(\$14,315.00)	\$626,705.00
0100-6500-0-5770-1110-290000-039-0000	\$6,870.00	\$409.00	\$7,279.00

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Expenses			
0100-6500-0-5770-1110-310100-039-0000	\$105,115.00	(\$2,330.00)	\$102,785.00
0100-6500-0-5770-1110-320200-039-0000	\$1,972.00	\$74.00	\$2,046.00
0100-6500-0-5770-1110-330100-039-0000	\$9,362.00	(\$207.00)	\$9,155.00
0100-6500-0-5770-1110-330200-039-0000	\$835.00	\$32.00	\$867.00
0100-6500-0-5770-1110-350100-039-0000	\$323.00	(\$7.00)	\$316.00
0100-6500-0-5770-1110-350200-039-0000	\$5.00	\$1.00	\$6.00
0100-6500-0-5770-1110-360100-039-0000	\$12,139.00	(\$270.00)	\$11,869.00
0100-6500-0-5770-1110-360200-039-0000	\$205.00	\$8.00	\$213.00
0100-6500-0-5770-1120-110000-039-0000	\$1,046,693.00	\$7,297.00	\$1,053,990.00
0100-6500-0-5770-1120-210000-039-0000	\$196,332.00	\$7,673.00	\$204,005.00
0100-6500-0-5770-1120-310100-039-0000	\$171,519.00	\$1,188.00	\$172,707.00
0100-6500-0-5770-1120-320200-039-0000	\$36,568.00	\$1,386.00	\$37,954.00
0100-6500-0-5770-1120-330100-039-0000	\$15,277.00	\$105.00	\$15,382.00
0100-6500-0-5770-1120-330200-039-0000	\$15,490.00	\$587.00	\$16,077.00
0100-6500-0-5770-1120-350100-039-0000	\$527.00	\$3.00	\$530.00
0100-6500-0-5770-1120-360100-039-0000	\$19,807.00	\$137.00	\$19,944.00
0100-6500-0-5770-1120-360200-039-0000	\$3,807.00	\$144.00	\$3,951.00
0100-6500-0-5770-1130-210000-039-0000	\$131,579.00	\$5,265.00	\$136,844.00
0100-6500-0-5770-1130-320200-039-0000	\$24,522.00	\$950.00	\$25,472.00
0100-6500-0-5770-1130-330200-039-0000	\$10,387.00	\$403.00	\$10,790.00
0100-6500-0-5770-1130-340200-039-0000	\$17,142.00	\$99.00	\$17,241.00
0100-6500-0-5770-1130-350200-039-0000	\$68.00	\$3.00	\$71.00
0100-6500-0-5770-1130-360200-039-0000	\$2,553.00	\$99.00	\$2,652.00
0100-6500-0-5770-3120-120000-039-0000	\$327,273.00	\$13,093.00	\$340,366.00
0100-6500-0-5770-3120-310100-039-0000	\$53,280.00	\$2,132.00	\$55,412.00
0100-6500-0-5770-3120-330100-039-0000	\$4,745.00	\$190.00	\$4,935.00
0100-6500-0-5770-3120-340100-039-0000	\$40,313.00	\$281.00	\$40,594.00
0100-6500-0-5770-3120-350100-039-0000	\$164.00	\$6.00	\$170.00
0100-6500-0-5770-3120-360100-039-0000	\$6,153.00	\$246.00	\$6,399.00
0100-6512-0-5770-3120-120000-039-0000	\$151,612.00	\$6,066.00	\$157,678.00
0100-6512-0-5770-3120-310100-039-0000	\$24,682.00	\$988.00	\$25,670.00
0100-6512-0-5770-3120-330100-039-0000	\$2,198.00	\$88.00	\$2,286.00
0100-6512-0-5770-3120-340100-039-0000	\$20,655.00	\$144.00	\$20,799.00
0100-6512-0-5770-3120-350100-039-0000	\$76.00	\$3.00	\$79.00
0100-6512-0-5770-3120-360100-039-0000	\$2,850.00	\$114.00	\$2,964.00
0100-8150-0-0000-8100-220000-011-0000	\$521,526.00	\$17,619.00	\$539,145.00
0100-8150-0-0000-8100-230000-010-0000	\$133,290.00	\$5,332.00	\$138,622.00
0100-8150-0-0000-8100-240000-011-0000	\$72,185.00	\$2,683.00	\$74,868.00
0100-8150-0-0000-8100-320200-010-0000	\$24,072.00	\$963.00	\$25,035.00
0100-8150-0-0000-8100-320200-011-0000	\$107,441.00	\$3,666.00	\$111,107.00
0100-8150-0-0000-8100-330200-010-0000	\$10,197.00	\$408.00	\$10,605.00
0100-8150-0-0000-8100-330200-011-0000	\$45,511.00	\$1,553.00	\$47,064.00
0100-8150-0-0000-8100-340200-010-0000	\$14,245.00	\$99.00	\$14,344.00
0100-8150-0-0000-8100-340200-011-0000	\$109,877.00	\$891.00	\$110,768.00
	\$2025011.00	Ç071.00	Ψ110,700.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
0100-8150-0-0000-8100-350200-010-0000	\$67.00	\$2.00	\$69.00
0100-8150-0-0000-8100-350200-011-0000	\$297.00	\$11.00	\$308.00
0100-8150-0-0000-8100-360200-010-0000	\$2,506.00	\$100.00	\$2,606.00
0100-8150-0-0000-8100-360200-011-0000	\$11,184.00	\$382.00	\$11,566.00
0100-8150-0-0000-8100-575096-001-0000	(\$172,727.00)	(\$15,000.00)	(\$187,727.00)
0100-9010-0-7110-3140-120040-055-0000	\$0.00	\$3,650.00	\$3,650.00
0100-9010-0-7110-3140-310100-000-0072	\$0.00	\$594.00	\$594.00
0100-9010-0-7110-3140-330100-000-0072	\$0.00	\$53.00	\$53.00
0100-9010-0-7110-3140-330200-055-0000	\$0.00	\$164.00	\$164.00
0100-9010-0-7110-3140-350100-000-0072	\$0.00	\$2.00	\$2.00
0100-9010-0-7110-3140-350200-055-0000	\$0.00	\$1.00	\$1.00
0100-9010-0-7110-3140-360100-000-0072	\$0.00	\$69.00	\$69.00
0100-9010-0-7110-3140-360200-055-0000	\$0.00	\$40.00	\$40.00
0100-9010-0-7110-8200-220020-000-0072	\$0.00	\$2,150.00	\$2,150.00
0100-9010-0-7110-8200-320200-055-0000	\$0.00	\$388.00	\$388.00
0100-0000-0-0000-2100-130000-053-0000	\$144,038.00	\$5,602.00	\$149,640.00
0100-0000-0-0000-2100-130000-062-0000	\$144,038.00	\$5,602.00	\$149,640.00
0100-0000-0-0000-2100-240000-062-0000	\$120,470.00	\$4,643.00	\$125,113.00
0100-0000-0-0000-2100-310100-053-0000	\$23,449.00	\$912.00	\$24,361.00
0100-0000-0-0000-2100-310100-062-0000	\$23,449.00	\$912.00	\$24,361.00
0100-0000-0-0000-2100-320200-062-0000	\$22,028.00	\$838.00	\$22,866.00
0100-0000-0-0000-2100-330100-053-0000	\$2,089.00	\$81.00	\$2,170.00
0100-0000-0-0000-2100-330100-062-0000	\$2,089.00	\$81.00	\$2,170.00
0100-0000-0-0000-2100-330200-062-0000	\$9,331.00	\$355.00	\$9,686.00
0100-0000-0-0000-2100-340100-053-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2100-340100-062-0000	\$14,245.00	\$99.00	\$14,344.00
0100-0000-0-0000-2100-340200-062-0000	\$20,222.00	\$149.00	\$20,371.00
0100-0000-0-0000-2100-350100-053-0000	\$72.00	\$3.00	\$75.00
0100-0000-0-0000-2100-350100-062-0000	\$72.00	\$3.00	\$75.00
0100-0000-0-0000-2100-350200-062-0000	\$61.00	\$2.00	\$63.00
0100-0000-0-0000-2100-360100-053-0000	\$2,708.00	\$105.00	\$2,813.00
0100-0000-0-0000-2100-360100-062-0000	\$2,708.00	\$105.00	\$2,813.00
0100-0000-0-0000-2100-360200-062-0000	\$2,293.00	\$87.00	\$2,380.00
0100-0000-0-0000-2100-575096-001-0000	(\$44,558.00)	(\$8,161.00)	(\$52,719.00)
0100-0000-0-0000-2700-130000-022-0000	\$121,033.00	\$4,842.00	\$125,875.00
0100-0000-0-0000-2700-130000-023-0000	\$123,033.00	\$4,842.00	\$127,875.00
0100-0000-0-0000-2700-130000-024-0000	\$123,033.00	\$4,842.00	\$127,875.00
0100-0000-0-0000-2700-130000-025-0000	\$123,033.00	\$4,842.00	\$127,875.00
0100-0000-0-0000-2700-130000-026-0000	\$123,033.00	\$4,842.00	\$127,875.00
0100-0000-0-0000-2700-130000-027-0000	\$121,033.00	\$4,842.00	\$125,875.00
0100-0000-0-0000-2700-130000-028-0000	\$121,033.00	\$4,842.00	\$125,875.00
0100-0000-0-0000-2700-130000-029-0000	\$121,033.00	\$4,842.00	\$125,875.00
0100-0000-0-0000-2700-130000-030-0000	\$123,033.00	\$4,842.00	\$127,875.00
0100-0000-0-0000-2700-130000-031-0000	\$123,033.00	\$4,842.00	\$127,875.00
	<b>4.2</b> 2,022.00	\$ .50 . <b>2.00</b>	Ψ121,013.00

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FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
P.			
Expenses 0100-0000-0-0000-2700-240000-020-0021	\$113,137.00	\$4,367.00	\$117.504.00
0100-0000-0-0000-2700-240000-020-0021	\$137,989.00	\$5,374.00	\$117,504.00 \$143,363.00
0100-0000-0-0000-2700-240000-022-0000	\$108,996.00	\$4,331.00	\$143,303.00
0100-0000-0-0000-2700-240000-023-0000	\$131,898.00	\$5,246.00	\$137,144.00
0100-0000-0-0000-2700-240000-025-0000	\$111,358.00	\$4,346.00	\$137,144.00
0100-0000-0-0000-2700-240000-026-0000	\$135,898.00	\$5,246.00	\$141,144.00
0100-0000-0-0000-2700-240000-027-0000	\$107,822.00	\$4,124.00	\$111,946.00
0100-0000-0-0000-2700-240000-028-0000	\$114,714.00	\$4,382.00	\$119,096.00
0100-0000-0-0000-2700-240000-029-0000	\$108,996.00	\$4,331.00	\$113,327.00
0100-0000-0-0000-2700-240000-030-0000	\$138,230.00	\$5,346.00	\$143,576.00
0100-0000-0-0000-2700-240000-031-0000	\$141,421.00	\$5,382.00	\$146,803.00
0100-0000-0-0000-2700-310100-022-0000	\$19,704.00	\$788.00	\$20,492.00
0100-0000-0-0000-2700-310100-023-0000	\$20,030.00	\$788.00	\$20,818.00
0100-0000-0-0000-2700-310100-024-0000	\$20,030.00	\$788.00	\$20,818.00
0100-0000-0-0000-2700-310100-025-0000	\$20,030.00	\$788.00	\$20,818.00
0100-0000-0-0000-2700-310100-026-0000	\$20,030.00	\$788.00	\$20,818.00
0100-0000-0-0000-2700-310100-027-0000	\$19,704.00	\$788.00	\$20,492.00
0100-0000-0-0000-2700-310100-028-0000	\$19,704.00	\$788.00	\$20,492.00
0100-0000-0-0000-2700-310100-029-0000	\$19,704.00	\$788.00	\$20,492.00
0100-0000-0-0000-2700-310100-030-0000	\$20,030.00	\$788.00	\$20,818.00
0100-0000-0-0000-2700-310100-031-0000	\$20,030.00	\$788.00	\$20,818.00
0100-0000-0-0000-2700-320200-020-0021	\$21,033.00	\$789.00	\$21,822.00
0100-0000-0-0000-2700-320200-022-0000	\$25,448.00	\$970.00	\$26,418.00
0100-0000-0-0000-2700-320200-023-0000	\$20,212.00	\$782.00	\$20,994.00
0100-0000-0-0000-2700-320200-024-0000	\$24,348.00	\$947.00	\$25,295.00
0100-0000-0-0000-2700-320200-025-0000	\$20,638.00	\$785.00	\$21,423.00
0100-0000-0-0000-2700-320200-026-0000	\$25,070.00	\$948.00	\$26,018.00
0100-0000-0-0000-2700-320200-027-0000	\$20,000.00	\$744.00	\$20,744.00
0100-0000-0-0000-2700-320200-028-0000	\$21,244.00	\$792.00	\$22,036.00
0100-0000-0-0000-2700-320200-029-0000	\$20,212.00	\$782.00	\$20,994.00
***Expense Total	\$48,892,070.00	(\$447,238.20)	\$48,444,831.80
Balance Sheet Accounts			
0100-1100-0-0000-0000-979100-000-0000	\$214,983.04	\$60,495.30	\$275,478.34
0100-1100-0-0000-0000-979100-022-0000	\$0.00	\$10,000.00	\$10,000.00
0100-1100-0-0000-0000-979100-023-0000	\$0.00	\$9,915.25	\$9,915.25
0100-1100-0-0000-0000-979100-024-0000	\$0.00	\$1,443.35	\$1,443.35
0100-1100-0-0000-0000-979100-025-0000	\$0.00	\$5,455.51	\$5,455.51
0100-1100-0-0000-0000-979100-026-0000	\$0.00	\$9,447.66	\$9,447.66
0100-1100-0-0000-0000-979100-027-0000	\$0.00	\$10,000.00	\$10,000.00
0100-1100-0-0000-0000-979100-028-0000	\$0.00	\$10,000.00	\$10,000.00
0100-1100-0-0000-0000-979100-029-0000	\$0.00	\$10,000.00	\$10,000.00
0100-1100-0-0000-0000-979100-030-0000	\$0.00	\$10,000.00	\$10,000.00
0100-1100-0-0000-0000-979100-031-0000	\$0.00	\$10,000.00	\$10,000.00
	*****	,	÷,000.00

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ResolutionNo. 01-19

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Balance Sheet Accounts			
0100-0041-0-0000-0000-979100-000-0000	\$135,457.89	(\$135,457.89)	\$0.00
0100-5640-0-0000-0000-974000-000-0000	\$0.00	\$49,942.44	\$49,942.44
0100-6300-0-0000-0000-974000-000-0000	\$43,875.00	\$189,888.30	\$233,763.30
0100-6300-0-0000-0000-979100-000-0000	\$0.00	\$189,888.30	\$189,888.30
0100-6512-0-0000-0000-974000-000-0000	\$406,034.12	(\$25,557.06)	\$380,477.06
0100-8150-0-0000-0000-974000-000-0000	\$93,006.00	(\$3,656.06)	\$89,349.94
***Balance Sheet Account Total	\$893,356.05	\$411,805.10	\$1,305,161.15
Fund Totals			
Total: Income	\$53,204,822.00	(\$783,138.00)	\$52,421,684.00
Total: Expenses	\$48,892,070.00	(\$447,238.20)	\$48,444,831.80
Total: Balance Sheet Accounts	\$893,356.05	\$411,805.10	\$1,305,161.15

ResolutionNo. 01-19

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Fund: 0900 Charter Schools Fund

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Income			
0900-0000-0-0000-0000-801100-000-0000	\$3,837,269.00	\$27,890.00	\$3,865,159.00
0900-0000-0-0000-0000-855000-000-1111	\$164,500.00	(\$76,500.00)	\$88,000.00
0900-0000-0-0000-0000-898000-000-0000	(\$598,300.00)	(\$16,102.00)	(\$614,402.00)
0900-0332-0-0000-0000-898000-000-0000	\$598,300.00	\$16,102.00	\$614,402.00
***Income Total	\$4,001,769.00	(\$48,610.00)	\$3,953,159.00
	<u> </u>		. , , , , , , , , , , , , , , , , , , ,
Expenses			
0900-0000-0-0000-2100-575096-001-0000	\$44,558.00	\$8,161.00	\$52,719.00
0900-0000-0-0000-2700-130000-021-0000	\$123,033.00	\$4,842.00	\$127,875.00
0900-0000-0-0000-2700-310100-021-0000	\$20,030.00	\$788.00	\$20,818.00
0900-0000-0-0000-2700-330100-021-0000	\$1,784.00	\$70.00	\$1,854.00
0900-0000-0-0000-2700-340100-021-0000	\$14,245.00	\$99.00	\$14,344.00
0900-0000-0-0000-2700-350100-021-0000	\$62.00	\$2.00	\$64.00
0900-0000-0-0000-2700-360100-021-0000	\$2,313.00	\$91.00	\$2,404.00
0900-0000-0-0000-2700-575095-020-0021	\$174,852.00	\$5,772.00	\$180,624.00
0900-0332-0-0000-3110-340100-021-0000	\$9,501.00	\$66.00	\$9,567.00
0900-0000-0-0000-3120-575096-001-0000	\$17,083.00	\$2,644.00	\$19,727.00
0900-0000-0-0000-3130-575096-001-0000	\$6,454.00	\$232.00	\$6,686.00
0900-0000-0-0000-3160-575096-001-0000	\$2,268.00	\$44.00	\$2,312.00
0900-0000-0-0000-3600-575096-001-0000	\$73,065.00	\$4,983.00	\$78,048.00
0900-0000-0-0000-7200-540000-021-0000	\$12,851.00	\$4,426.00	\$17,277.00
0900-0000-0-0000-8100-575096-001-0000	\$172,727.00	\$15,000.00	\$187,727.00
0900-0000-0-0000-8200-575095-016-0021	\$159,470.00	\$5,189.00	\$164,659.00
0900-0000-0-0000-8200-575096-010-0000	\$214,358.00	\$5,767.00	\$220,125.00
0900-0000-0-0000-9300-761900-001-1111	\$164,500.00	(\$76,500.00)	\$88,000.00
0900-0000-0-1110-1000-110000-021-0000	\$1,415,680.00	(\$58,211.00)	\$1,357,469.00
0900-0000-0-1110-1000-310100-021-0000	\$234,543.00	(\$9,477.00)	\$225,066.00
0900-0000-0-1110-1000-330100-021-0000	\$20,890.00	(\$844.00)	\$20,046.00
0900-0000-0-1110-1000-350100-021-0000	\$720.00	(\$29.00)	\$691.00
0900-0000-0-1110-1000-360100-021-0000	\$27,085.00	(\$1,095.00)	\$25,990.00
0900-0000-0-1110-1000-540000-021-0000	\$935.00	\$85.80	\$1,020.80
0900-0000-0-1110-1000-575095-021-0021	\$59,437.00	\$4,493.00	\$63,930.00
0900-0332-0-0000-2420-575095-020-0021	\$32,184.00	\$1,528.00	\$33,712.00
0900-0332-0-0000-2420-575096-001-0000	\$57,456.00	\$2,089.00	\$59,545.00
0900-0332-0-0000-2700-130000-021-0000	\$35,987.00	\$1,439.00	\$37,426.00
0900-0332-0-0000-2700-310100-021-0000	\$5,859.00	\$234.00	\$6,093.00
0900-0332-0-0000-2700-330100-021-0000	\$522.00	\$21.00	\$543.00
0900-0332-0-0000-2700-340100-021-0000	\$4,744.00	\$33.00	\$4,777.00
0900-0332-0-0000-2700-350100-021-0000	\$18.00	\$1.00	\$19.00
0900-0332-0-0000-2700-360100-021-0000	\$677.00	\$27.00	\$704.00
0900-0332-0-0000-3110-130000-021-0000	\$72,082.00	\$2,883.00	\$74,965.00
0900-0332-0-0000-3110-310100-021-0000	\$11,735.00	\$469.00	\$12,204.00
0900-0332-0-0000-3110-330100-021-0000	\$1,045.00	\$42.00	\$1,087.00
0900-0332-0-0000-3110-350100-021-0000	\$36.00	\$1.00	\$37.00

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ResolutionNo. 01-19

Fund: 0900 Charter Schools Fund

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
P.			
Expenses 0900-0332-0-0000-3110-360100-021-0000	\$1,355.00	\$54.00	\$1,409.00
0900-0332-0-0000-3110-300100-021-0000	\$24,069.00	\$6,975.00	\$1,409.00
0900-0332-0-0000-3140-575095-020-0021	\$51,539.00	\$1,668.00	\$53,207.00
0900-0332-0-0000-3140-575096-001-0000	\$56,247.00	\$2,784.00	•
0900-0332-0-1000-575096-001-0000	\$23,166.00	\$796.00	\$59,031.00
0900-0332-0-1156-1000-373090-001-0000	\$35,768.00	(\$5,193.00)	\$23,962.00
	· · · · · · · · · · · · · · · · · · ·	,	\$30,575.00
0900-0332-0-1156-1000-310100-021-0000	\$5,823.00	(\$845.00)	\$4,978.00
0900-0332-0-1156-1000-330100-021-0000	\$519.00	(\$76.00)	\$443.00
0900-0332-0-1156-1000-350100-021-0000	\$18.00	(\$3.00)	\$15.00
0900-0332-0-1156-1000-360100-021-0000	\$672.00	(\$97.00)	\$575.00
0900-0332-0-1156-1000-430000-075-0000	\$11,625.00	(\$2,000.00)	\$9,625.00
0900-0332-0-1156-1000-520000-075-0000	\$0.00	\$2,000.00	\$2,000.00
0900-0332-0-1160-1000-575096-001-0000	\$34,057.00	\$1,206.00	\$35,263.00
***Expense Total	\$3,439,647.00	(\$67,365.20)	\$3,372,281.80
Balance Sheet Accounts			
0900-0000-0-0000-0000-978000-000-0000	\$410,949.87	\$141,265.98	\$552,215.85
0900-1100-0-0000-0000-978000-000-0000	\$28,636.26	\$4,485.77	\$33,122.03
0900-1100-0-0000-0000-979100-000-0000	\$15,113.26	\$4,423.77	\$19,537.03
0900-1100-0-0000-0000-979100-021-0000	\$0.00	(\$12,585.04)	(\$12,585.04)
0900-6300-0-0000-0000-974000-000-0000	\$0.00	\$52,324.63	\$52,324.63
0900-6300-0-0000-0000-979100-000-0000	\$0.00	\$52,324.63	\$52,324.63
***Balance Sheet Account Total	\$454,699.39	\$242,239.74	\$696,939.13
Fund Totals			
Total: Income	\$4,001,769.00	(\$48,610.00)	\$3,953,159.00
Total: Expenses	\$3,439,647.00	(\$67,365.20)	\$3,372,281.80
Total: Balance Sheet Accounts	\$454,699.39	\$242,239.74	\$696,939.13

ResolutionNo. 01-19

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Fund: 1300 Cafeteria Fund

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Income			
1300-5310-0-0000-0000-822000-000-4002	\$55,107.00	(\$36,547.00)	\$18,560.00
1300-5310-0-0000-0000-822000-000-4004	\$1,870,812.00	\$310,181.00	\$2,180,993.00
1300-5310-0-0000-0000-822000-000-4026	\$19,116.00	(\$12,678.00)	\$6,438.00
1300-5310-0-0000-0000-822000-000-4028	\$532,699.00	\$88,322.00	\$621,021.00
1300-5310-0-0000-0000-852000-000-4004	\$167,779.00	(\$11,717.00)	\$156,062.00
1300-5310-0-0000-0000-852000-000-4028	\$75,661.00	(\$5,284.00)	\$70,377.00
***Income Total	\$2,721,174.00	\$332,277.00	\$3,053,451.00
Expenses			
1300-5310-0-0000-3700-220000-008-0000	\$171,711.00	\$6,669.00	\$178,380.00
1300-5310-0-0000-3700-220080-008-0000	\$529,896.00	\$20,518.00	\$550,414.00
1300-5310-0-0000-3700-230000-008-0000	\$99,109.00	\$3,964.00	\$103,073.00
1300-5310-0-0000-3700-240000-008-0000	\$241,334.00	\$9,177.00	\$250,511.00
1300-5310-0-0000-3700-320200-008-0000	\$193,432.00	\$7,283.00	\$200,715.00
1300-5310-0-0000-3700-330200-008-0000	\$81,935.00	\$3,085.00	\$85,020.00
1300-5310-0-0000-3700-340200-008-0000	\$190,831.00	(\$109.00)	\$190,722.00
1300-5310-0-0000-3700-350200-008-0000	\$536.00	\$20.00	\$556.00
1300-5310-0-0000-3700-360200-008-0000	\$20,136.00	\$758.00	\$20,894.00
***Expense Total	\$1,528,920.00	\$51,365.00	\$1,580,285.00
Balance Sheet Accounts			
1300-5310-0-0000-0000-974000-000-0000	\$768,061.57	\$539,903.66	\$1,307,965.23
1300-5310-0-0000-0000-979100-000-0000	\$1,179,314.57	\$224,303.66	\$1,403,618.23
***Balance Sheet Account Total	\$1,947,376.14	\$764,207.32	\$2,711,583.46
Fund Totals			
Total: Income	\$2,721,174.00	\$332,277.00	\$3,053,451.00
Total: Expenses	\$1,528,920.00	\$51,365.00	\$1,580,285.00
Total: Balance Sheet Accounts	\$1,947,376.14	\$764,207.32	\$2,711,583.46

13 Hanford Elementary School District Requested by dendo

### Pending Budget Revision Control Number 20190003

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ResolutionNo. 01-19

Fund: 1400 Deferred Maintenance Fund

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Ermanasa			
Expenses 1400-0000-0-0000-8500-620000-030-0000	\$302,000.00	\$2,810.06	\$304,810.06
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***Expense Total	\$302,000.00	\$2,810.06	\$304,810.06
Balance Sheet Accounts			
1400-0000-0-0000-979100-000-0000	\$0.00	\$2,810.06	\$2,810.06
***Balance Sheet Account Total	\$0.00	\$2,810.06	\$2,810.06
Fund Totals			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$302,000.00	\$2,810.06	\$304,810.06
Total: Balance Sheet Accounts	\$0.00	\$2,810.06	\$2,810.06

13 Hanford Elementary School District Requested by dendo

### Pending Budget Revision Control Number 20190003

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ResolutionNo. 01-19

Fund: 1500 Pupil Transportation Equip

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Income			
1500-0000-0-0000-9300-891900-000-0000	\$0.00	\$100,000.00	\$100,000.00
***Income Total	\$0.00	\$100,000.00	\$100,000.00
Balance Sheet Accounts			
1500-0000-0-0000-978000-000-0000	\$49,532.97	\$200,100.00	\$249,632.97
1500-0000-0-0000-0000-979100-000-0000	\$48,807.97	\$100,100.00	\$148,907.97
***Balance Sheet Account Total	\$98,340.94	\$300,200.00	\$398,540.94
Fund Totals			
Total: Income	\$0.00	\$100,000.00	\$100,000.00
Total: Expenses	\$0.00	\$0.00	\$0.00
Total: Balance Sheet Accounts	\$98,340.94	\$300,200.00	\$398,540.94

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ResolutionNo. 01-19

Fund: 2000 SPECIAL RESERVE FUND FOR OTHER

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Income			
2000-0000-0-0000-9300-891900-000-1111	\$1,995,500.00	(\$908,500.00)	\$1,087,000.00
2000 0000 0 0000 7500 071700 000 1111	Ψ1,555,500.00	(\$700,500.00)	\$1,007,000.00
***Income Total	\$1,995,500.00	(\$908,500.00)	\$1,087,000.00
<b>Balance Sheet Accounts</b>			
2000-0000-0-0000-0000-978000-000-0000	\$5,124,212.96	(\$377,500.00)	\$4,746,712.96
2000-0000-0-0000-0000-979100-000-0000	\$2,914,412.96	\$531,000.00	\$3,445,412.96
***Balance Sheet Account Total	\$8,038,625.92	\$153,500.00	\$8,192,125.92
Fund Totals			
Total: Income	\$1,995,500.00	(\$908,500.00)	\$1,087,000.00
Total: Expenses	\$0.00	\$0.00	\$0.00
Total: Balance Sheet Accounts	\$8,038,625.92	\$153,500.00	\$8,192,125.92

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ResolutionNo. 01-19

Fund: 2100 Building Fund-Local

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Income			
2100-9010-0-0000-0000-866000-000-0000	\$32,583.00	\$16,604.61	\$49,187.61
***Income Total	\$32,583.00	\$16,604.61	\$49,187.61
Expenses			
2100-9010-0-0000-8500-620000-021-0000	\$1,990,000.00	\$338,408.00	\$2,328,408.00
2100-9010-0-0000-8500-620000-023-0000	\$2,240,200.00	(\$2,240,200.00)	\$0.00
2100-9010-0-0000-9300-761300-022-0000	\$0.00	\$128,189.00	\$128,189.00
***Expense Total	\$4,230,200.00	(\$1,773,603.00)	\$2,456,597.00
Balance Sheet Accounts			
2100-9010-0-0000-0000-979100-000-0000	\$4,197,617.00	(\$1,398,738.45)	\$2,798,878.55
***Balance Sheet Account Total	\$4,197,617.00	(\$1,398,738.45)	\$2,798,878.55
Fund Totals			
Total: Income	\$32,583.00	\$16,604.61	\$49,187.61
Total: Expenses	\$4,230,200.00	(\$1,773,603.00)	\$2,456,597.00
Total: Balance Sheet Accounts	\$4,197,617.00	(\$1,398,738.45)	\$2,798,878.55

13 Hanford Elementary School District Requested by dendo

## **Pending Budget Revision Control Number 20190003**

ResolutionNo. 01-19

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Fund: 2500 CapitalFacilities Fund

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
D.L. Cl. 44			
Balance Sheet Accounts			
2500-0000-0-0000-0000-978000-000-0000	\$301,337.46	(\$3,180.02)	\$298,157.44
2500-0000-0-0000-0000-979100-000-0000	\$201,337.46	(\$3,180.02)	\$198,157.44
***Balance Sheet Account Total	\$502,674.92	(\$6,360.04)	\$496,314.88
Fund Totals			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$0.00	\$0.00	\$0.00
Total: Balance Sheet Accounts	\$502,674.92	(\$6,360.04)	\$496,314.88

ResolutionNo. 01-19

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Fund: 3500 SCHOOL FACILITY PROGRAM

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Income			
Income 3500-7710-0-0000-9300-891300-022-0000	\$2,475,000.00	(\$1,836,207.00)	\$638,793.00
***Income Total	\$2,475,000.00	(\$1,836,207.00)	\$638,793.00
Expenses 3500-7710-0-0000-8500-620000-022-0000	\$2,475,000.00	(\$1,832,207.00)	\$642,793.00
***Expense Total	\$2,475,000.00	(\$1,832,207.00)	\$642,793.00
Balance Sheet Accounts			
3500-7710-0-0000-0000-979100-000-0000	\$0.00	\$4,000.00	\$4,000.00
***Balance Sheet Account Total	\$0.00	\$4,000.00	\$4,000.00
Fund Totals			
Total: Income	\$2,475,000.00	(\$1,836,207.00)	\$638,793.00
Total: Expenses	\$2,475,000.00	(\$1,832,207.00)	\$642,793.00
Total: Balance Sheet Accounts	\$0.00	\$4,000.00	\$4,000.00

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ResolutionNo. 01-19

Fund: 4000 Special Reserve - Capital Outlay

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Expenses			
4000-0000-0-0000-9300-761300-022-0000	\$2,475,000.00	(\$2,475,000.00)	\$0.00
4000-0000-0-0000-9300-761300-023-0000	\$0.00	\$2,621,554.00	\$2,621,554.00
***Expense Total	\$2,475,000.00	\$146,554.00	\$2,621,554.00
Balance Sheet Accounts			
4000-0000-0-0000-978000-000-0000	\$462,960.11	(\$462,960.11)	\$0.00
4000-0000-0-0000-0000-979100-000-0000	\$2,922,960.11	\$792,385.36	\$3,715,345.47
***Balance Sheet Account Total	\$3,385,920.22	\$329,425.25	\$3,715,345.47
Fund Totals			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$2,475,000.00	\$146,554.00	\$2,621,554.00
Total: Balance Sheet Accounts	\$3,385,920.22	\$329,425.25	\$3,715,345.47

13 Hanford Elementary School District Requested by dendo

## **Pending Budget Revision Control Number 20190003**

ResolutionNo. 01-19

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Fund: 6720 Self-Insurance/Other

FDREY-GOFNOBSIL2	Revised	Adjustments	Proposed
Balance Sheet Accounts 6720-0000-0-0000-0000-979100-000-0000	\$465,938.64	\$17,588.88	\$483,527.52
***Balance Sheet Account Total	\$465,938.64	\$17,588.88	\$483,527.52
Fund Totals			
Total: Income	\$0.00	\$0.00	\$0.00
Total: Expenses	\$0.00	\$0.00	\$0.00
Total: Balance Sheet Accounts	\$465,938.64	\$17,588.88	\$483,527.52

# HANFORD ELEMENTARY SCHOOL DISTRICT

# **AGENDA REQUEST FORM**

TO:	Joy C. Gabler		
FROM:	David Endo		
DATE:	07/30/2	2018	
FOR:		Board Meeting Superintendent's Cabinet	
FOR:		Information Action	
Date you wish to have your item considered: 08/08/2018			

# ITEM:

Consider approval of mandated cost consultant contract.

# **PURPOSE:**

The District would like to continue to contract with Mandate Resource Services to file, monitor and research mandated cost claims. In addition, Mandate Resource Services will conduct a compliance review and will be available in the event the District is chosen for audit.

# **FISCAL IMPACT:**

The cost of the contract is \$3,000.

# **RECOMMENDATIONS:**

Approve the contract.

# AGREEMENT TO PROVIDE MANDATED COST CLAIM PREPARATION SERVICES

THIS AGREEMENT is made this	day of	, 2018, by
and between Mandate Resource Services, LL	C (hereinafter called "Co	nsultant") and the Hanford
Elementary School District (hereinafter called	d "District").	

# **RECITALS**

WHEREAS, Article XIIIB of the California State Constitution provides that school districts may recover costs associated with carrying out programs mandated by the State of California;

WHEREAS, District desires to obtain maximum reimbursement for costs incurred in carrying out State-mandated programs, and has determined that retaining Consultant for the preparation and filing of reimbursable state mandated cost claims is the most economical and cost-effective means for preparing the District's State mandated cost claims; and

WHEREAS, the Consultant is qualified to perform such services;

WHEREAS, it is necessary and desirable that the Consultant be retained by District for the purpose of preparing and submitting State mandated cost claims.

NOW, THEREFORE, the parties mutually agree as follows:

- 1. Services to be Performed by Consultant. Consultant shall interview District staff on State mandated cost reimbursable programs covered by this contract, keep the District updated on laws, programs, and information related to State mandated costs, train staff, collect appropriate data, prepare, and file claims with the State Controller's Office. Consultant will represent the District in any question, audit, or dispute from the State Controller's Office. Consultant hereby agrees to the following:
  - a. Provide compliance review for mandated cost programs.
  - b. Prepare and File Applicable Actual Mandated Cost Claims for new programs not included in the Mandate Block Grant.
- 2. <u>Consultant Claim Filing Requirements</u>. The Consultant shall file Claims to the extent that appropriate documentation is available and verifiable. The District explicitly acknowledges that the Consultant does not warrant that claims will be filed for each and every mandate listed.
- 3. <u>Costs and Method of Compensation</u>. In consideration of the services set forth above, District agrees to pay the Consultant a fixed fee of Three Thousand Dollars (\$3,000) payable on December 1, 2018.
- 4. <u>Term of Agreement</u>. The respective duties and obligations of the parties to this Agreement shall commence July 1, 2018 and terminate June 30, 2019.
- 5. <u>Services and Materials to be Furnished by the District</u>. The Consultant shall provide guidance to the District in determining the data and documentation required for the preparation and submission of the claims and is under no obligation to verify its

- accuracy. The Consultant shall assume all data so provided to be correct. The District further agrees to provide all specifically requested data, documentation and information to the Consultant in a timely manner. Consultant shall not be liable for claims that cannot be filed as a result of inadequate data or data provided in an untimely manner. For purposes of this Agreement, data that is requested by the Consultant must be provided within four (4) weeks of the request, or four (4) weeks prior to the filing deadline, whichever would come first, to be deemed to have been received in a timely manner.
- 6. <u>Independent Contractor</u>. The District has not formed an agency, employment or partnership relationship with the Consultant, an independent contractor. District represents, and Consultant recognizes, that the District does not provide any benefits or rights arising under disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefits to Consultant including related employees and subcontractors. Also, Consultant agrees to provide workers' compensation insurance for related agents and employees and agrees to hold harmless and indemnify the District for any and all claims arising out of any injury, disability or death of any of said employees or agents.
- 7. <u>Not Obligated to Third Parties</u>. The District shall not be obligated or liable hereunder to any party other than the Consultant. The Consultant will assume any financial consequences caused by the Consultant during the performance of this agreement.
- 8. <u>Indemnification</u>. Contractor shall defend with counsel acceptable to the District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project, its failure to comply with any of its obligations contained in these Contract Documents, or Contractor's negligence or willful misconduct, including sexual misconduct, which arises out of the performance of this Contract, except such Liability caused by the sole negligence, active negligence, or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project
- 9. <u>Consultant Liability if Audited</u>. The Consultant will assume all financial and statistical information provided to the Consultant by District employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the District under the claims for whatever reason is the sole responsibility of District.
- 10. <u>Insurance</u>. The Consultant shall acquire and maintain appropriate general business liability insurance and automobile insurance.
- 11. <u>Modification</u>. This Agreement may be modified or amended by the parties. Any modification of this Agreement will be effective only if it is in writing by both parties. Either party may terminate this agreement at any time upon a thirty (30) days

written notice. In the event that either party terminates this Agreement as provided for in this paragraph, final payment for all services performed by Consultant prior to the termination of this Agreement shall be made by District no later than thirty (30) days after notice of termination of the Agreement is given to the non-terminating party.

- 12. <u>Governing Law</u>. This agreement shall be binding on and shall be for the benefits of the parties hereto and their respective heirs, executors, administrators, success, and assigns, and shall be governed by the laws of the State of California.
- 13. <u>Notices</u>. All notices required under this Agreement shall be either (1) in writing, delivered by registered or certified mail, postage prepaid, return receipt requested; (2) by telegraphic communication; or (3) by personal delivery. Notice shall be deemed communicated as of deposit in the United States mail, delivery to the telegraph company, or upon personal delivery, respectively. The place to which notices shall be addressed to each party appears after the signatures below; provided, however, that each party may change his address by notice in accordance with this section.
- 14. <u>Arbitration</u>. Any controversy or claim arising out of or relating to the Agreement or breach hereof will be settled by arbitration in accordance with the rules of the American Arbitration Association as administered by JAMS. An arbitrator's award may be confirmed by a court with jurisdiction to enter judgment thereon.
- 15. <u>Fingerprinting</u>. In accordance with Education Code Section 45125.1 requirements, the Consultant will have Limited or no contact with District students and is exempt from background check.

IN WITNESS WHEREOF, the Hanford Elementary School District has authorized this Agreement to be executed by authorized signature.

Dated:	July 6	, 2018	MANDATE RESOURCE SERVICES, LLC
			5325 Elkhorn Blvd. #307, Sacramento, CA 95842
			Phone (916) 704-1350
			By: <u>Harmeet Barkschat</u>
			HARMEET S. BARKSCHAT
			President
			Hanford Elementary School District
Dated:		, 2018	By:
			Title:

# HANFORD ELEMENTARY SCHOOL DISTRICT

# AGENDA REQUEST FORM

TO:	Joy C. Gabler		
FROM:	David Endo		
DATE:	07/30/	2018	
FOR:		Board Meeting Superintendent's Cabinet	
FOR:		Information Action	

Date you wish to have your item considered: 08/08/2018

# ITEM:

Consider approval of architectural services agreement with Mangini Architecture.

# **PURPOSE:**

The District has approached Mangini Architecture to facilitate the modernization of Richmond Elementary School.

# **FISCAL IMPACT:**

The cost of the agreement will be dependent on the project cost and at this time is estimated at \$200,000.

# **RECOMMENDATIONS:**

Approve the agreement with Mangini Architecture.



MANGINI ASSOCIATES INC. 4320 West Mineral King Avenue Visalia, California 93291 www.mangini.us (559) 627-0530 *Office* (559) 627-1926 *Fax* 

Architect's Project No.: 1817

# AGREEMENT BETWEEN OWNER AND ARCHITECT FOR

# MODERNIZATION AT LEE RICHMOND ELEMENTARY SCHOOL

AGREEMENT made as of May 3, 2018,

**BETWEEN** the **Owner** (hereafter referred to as Owner):

HANFORD ELEMENTARY SCHOOL DISTRICT

714 North White Street Hanford, CA 93232

and the Architect (hereafter referred to as Architect):

MANGINI ASSOCIATES INC.

4320 W. Mineral King Avenue Visalia, CA 93291

For the following **Project:** 

MODERNIZATION AT LEE RICHMOND ELEMENTARY SCHOOL

939 Katie Hammond Lane Hanford, CA 93232

The Owner and the Architect agree as follows:

#### ARTICLE 1 - INITIAL INFORMATION

- **1.1** This Agreement is based on the Initial Information set forth in this Article 1.
- 1.2 THE OWNER'S PROGRAM (EDUCATIONAL SPECIFICATION) FOR THE PROJECT
- **1.2.1** The Architect will assist the Owner in developing the project scope of work as part of Basic Services.

#### 1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS

**1.3.1** A modernization of existing classrooms, ADA restroom upgrades, and other related scope at Lee Richmond Elementary School in Hanford, California.

#### 1.4 FINANCIAL INFORMATION

- **1.4.1** The Owner's budget for the Project is \$2,466,240 based on a preliminary estimate of the Office of Public School Construction (OPSC) Modernization Eligibility provided by SchoolWorks.
- **1.4.2** The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$1,757,744.
- 1.4.3 The Owner will fund the Project through OPSC as a Modernization Grant (60/40 match).

#### 1.5 SCHEDULE INFORMATION

**1.5.1** The Owner intends to use the Project when completed.

# 1.6 PROCUREMENT INFORMATION

**1.6.1** The Owner intends to procure the project in a manner to be determined later.

#### 1.7 OTHER PROJECT INFORMATION

**1.7.4** The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

# **ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES**

- **2.1** The Architect shall provide the professional services as set forth in this Agreement.
- 2.2 In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

# 2.3 COMPLIANCE WITH LAW

- **2.3.1** The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.
- **2.3.2** With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**2.3.3** The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

## ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

# 3.1 BASIC SERVICES

- **3.1.1** The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.
- **3.1.2** The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.
- **3.1.3** The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner' consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.
- **3.1.4** The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.
- **3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- **3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

# 3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES

- **3.2.1** The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.
- **3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

- **3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- **3.2.4** Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.
- **3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.
- **3.2.6** The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.
- **3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

#### 3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES

- **3.3.1.** Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.
- **3.3.2.** The Architect shall update the Statement of Probable Cost of the Work.
- **3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.
- **3.3.4** The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

# 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

**3.4.1** Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct

the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

- **3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- **3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.
- **3.4.4** The Architect shall update the Statement of Probable Cost of the Work.
- **3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

#### 3.5 AGENCY APPROVAL PHASE SERVICES

**3.5.1** The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

# 3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES

- **3.6.1** Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.
- **3.6.1.2** If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.
- **3.6.1.3** If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

# 3.6.2 Competitive Bidding

- **3.6.2.1** Bidding Documents consist of bidding requirements and proposed Contract Documents.
- **3.6.2.2** The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and

providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

**3.6.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### 3.6.3 Proposals

- **3.6.3.1** Proposal Documents consist of proposal requirements and proposed Contract Documents.
- **3.6.3.2** The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

#### 3.7 CONSTRUCTION PHASE SERVICES

#### 3.7.1 General

- **3.7.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.
- **3.7.1.2** All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.
- **3.7.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

# 3.7.2 Evaluations of the Work

**3.7.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent

construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

- **3.7.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- **3.7.2.3** The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.
- **3.7.2.4** The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.
- **3.7.2.5** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.
- **3.7.2.6** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.
- **3.7.2.7** The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

# 3.7.3 Certificates of Payment to Contractor

- **3.7.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.
- **3.7.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### 3.7.4 Submittals

- **3.7.4.1** The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.
- **3.7.4.2** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.
- **3.7.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
- **3.7.4.4** Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

# 3.7.5 Changes in the Work

- **3.7.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.
- **3.7.5.2** The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

## 3.7.6 Project Completion

- **3.7.6.1** The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.
- **3.7.6.2** The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- **3.7.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contract, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

#### 3.7.7 Evaluation of Claims

**3.7.7.1** Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

# **ARTICLE 4 - ADDITIONAL SERVICES**

- **4.1** The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.
- **4.2** Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.
- **4.2.1** Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

#### 4.3 Additional Services

- **4.3.1** Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.
- **4.3.2** Services necessitated by concealed or unknown conditions encountered during the progress of the Work.
- **4.3.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.
- **4.3.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.
- **4.3.5** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.
- **4.3.6** Providing financial feasibility or other special studies.
- **4.3.7** Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.
- **4.3.8** Providing services relative to future facilities, systems or equipment.

- **4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- **4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- **4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- **4.3.12** Providing services for planning tenant or rental spaces.
- **4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- **4.3.14** Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- **4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- **4.3.16** Providing analyses of owning and operating costs.
- **4.3.17** Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- **4.3.18** Providing on-site project representation during construction beyond Basic Services.
- **4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- **4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- **4.3.21** Providing detailed quantity surveys or inventories of material, equipment and labor.
- **4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- **4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- **4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- **4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- **4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- **4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.

**4.3.28** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

# **ARTICLE 5 - OWNER'S RESPONSIBILITIES**

- **5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.
- **5.2.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.
- **5.3** The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 5.4 The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.
- 5.5 The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

- **5.7** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.
- **5.8** The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- **5.9** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- **5.10** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.
- **5.11** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

# **ARTICLE 6 - COST OF THE WORK**

- **6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.
- 6.3 In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.
- **6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.
- 6.5 If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.
- **6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:
  - .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.
- 6.7 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.
- **6.8** If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

#### ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

- **7.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.
- 7.2 This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).
- 7.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.
- 7.4 The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of

Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

7.5 The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

# **ARTICLE 8 - CLAIMS AND DISPUTES**

#### 8.1 GENERAL

- **8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.
- **8.1.2**The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

#### 8.2 MEDIATION

- **8.2.1** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.
- **8.2.2** Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statues of limitations.

#### **ARTICLE 9 - TERMINATION OR SUSPENSION**

**9.1** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

#### 9.2 TERMINATION WITHOUT CAUSE

**9.2.1** The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.

#### 9.3 SUSPENSION OF THE PROJECT

- **9.3.1** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- **9.3.2** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

#### 9.4 TERMINATION WITH CAUSE

- **9.4.1** Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- **9.4.2** Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- **9.4.3** If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

# 9.5 EFFECTS OF TERMINATION

- **9.5.1** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.
- **9.5.2** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

# **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

- **10.1** This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Kings County, California.
- **10.2** The Owner and the Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.
- **10.3** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- **10.4** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

- 10.5 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.
- 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
- **10.7** 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.
- **10.8** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- **10.9** Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.
- **10.10** Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

# **ARTICLE 11 - COMPENSATION**

# 11.1 BASIC SERVICES

**11.1.1 Percent of Construction Cost:** For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Cost of the Work, using the OPSC Sliding Scale as follows:

12.0% of the first	Ş	500,000.00
11.5% of the next	\$	500,000.00
11.0% of the next	\$	1,000,000.00
10.0% of the next	\$	4,000,000.00
9.0% of the next	\$	4,000,000.00
8.0% of costs in excess of	\$	10,000,000.00

**11.1.2 Initial Basic Services Compensation:** The calculation of the Initial Basic Services Compensation shall be based on the application of the initial Cost of the Work to the OPSC Sliding Scale as follows:

	COMPE	NSATI	ON CALCULATION	
Fee Basis	% Fee		Const. Cost	Fee
500,000	12.0%	\$	500,000.00	\$ 60,000.00
500,000	11.5%	\$	500,000.00	\$ 57,500.00
1,000,000	11.0%	\$	757,744.00	\$ 83,351.84
4,000,000	10.0%	\$	-	\$ -
4,000,000	9.0%	\$	-	\$ -
Remainder	8.0%	\$	-	\$ -
Probable Construction Cos	t →	\$	1,757,744.00	
			Fee Sub-total →	\$ 200,851.84

#### 11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- **.3** Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- **.4** Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- **.8** When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

# 11.2 PROGRESS PAYMENTS

**11.2.1** Progress payments for each phase of Basic Services shall be as follows:

Schematic Design Phase: 10%
Design Development Phase: 20%

Total Basic Compensation:	100%
Construction Phase:	25%
Bidding Phase:	5%
Agency Approval Phase:	5%
Construction Documents Phase:	35%

#### 11.3 ADDITIONAL SERVICES

- **11.3.1** For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.
- **11.3.2** When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect's consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.
- **11.3.3** For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

# 11.4 HOURLY BILLING RATES

**11.4.1** The hourly billing rates for services of the Architect are set forth below:

#### **Standard Hourly Billing Rates Schedule:**

Principal Architect	\$ 205.00
Architect III	16.00
Architect II	145.00
Architect I	130.00
Construction Administrator III	145.00
Construction Administrator II	120.00
Construction Administrator I	110.00
Business Manager	155.00
Project Manager	150.00
Interior Designer II	90.00
Interior Designer I	70.00
Drafting Technician IV	110.00
Drafting Technician III	100.00
Drafting Technician II	90.00
Drafting Technician I	70.00
Administrative Asst. II	90.00
Administrative Asst. I	50.00
Expert Witness	350.00

The above rates are effective through December 31, 2018. Work continuing beyond December 31, 2018, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

# 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

**11.5.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of region meals and lodging in connection with the Project.
- **.3** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- **.6** Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.
- **11.5.2** For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

# 11.6 PAYMENTS TO THE ARCHITECT

- **11.6.1** For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.
- 11.6.2 Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

#### 11.7 PAYMENTS WITHHELD

**11.7.1** The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

# 11.8 ARCHITECT'S ACCOUNTING RECORDS

11.8.1 Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for

the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

#### **ARTICLE 12 - INSURANCE PROVISIONS**

- **12.1 Insurance Requirements**: Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.
- 12.2 In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:
  - 1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
  - 2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
  - 3. When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
  - 4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.
- **12.3 General Liability Insurance:** Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.
- **12.3.1** The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.
- 12.3.2 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.
- **12.4 Worker's Compensation and Employer's Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of

California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

- **12.5 Professional Liability Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.
- **12.6 Commercial Automobile Liability**: Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.
- **12.7 Aviation Liability**: To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

#### ARTICLE 13 - SPECIAL PROVISIONS

#### 13.1 INDEMNIFICATION

- **13.1.1** The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.
- **13.1.2** This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

# 13.2 FINGERPRINTING

- **13.2.1** Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.
- **13.2.2** Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

**13.2.3** If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15 days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

# 13.3 ASSURANCES OF NON-DISCRIMINATION

**13.3.1** Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

#### 13.4 INDEPENDENT CONTRACTOR STATUS

**13.4.1** This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

# 13.5 MANUFACTURER'S PRODUCT DATA

**13.5.1** To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

#### 13.6 NOTICE

**13.6.1** All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

Owner: Hanford Elementary School District

Attn: Joy Gabler

714 North White Street Hanford, CA 93232

**Architect:** Mangini Associates, Inc.

Attn: Chris McLain

4320 W. Mineral King Avenue Visalia, California 93291

# **ARTICLE 14 - SCOPE OF THE AGREEMENT**

**14.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

OWNER HANFORD ELEMENTARY SCHOOL DISTRICT	ARCHITECT MANGINI ASSOCIATES INC.	
HANFORD ELLINENTARY SCHOOL DISTRICT	MANGINI ASSOCIATES INC.	
Ву:	Ву:	
Joy Gabler, Superintendent	Christopher D. McLain, President, C29566	

# HANFORD ELEMENTARY SCHOOL DISTRICT

# **AGENDA REQUEST FORM**

TO:	Joy C.	Gabler
FROM:	David	Endo
DATE:	07/30/	2018
FOR:		Board Meeting Superintendent's Cabinet
FOR:		Information Action

Date you wish to have your item considered: 08/08/2018

# ITEM:

Consider approval of architectural services agreement with Mangini Architecture.

# **PURPOSE:**

The District has approached Mangini Architecture to facilitate the modernization of Roosevelt Elementary School.

# **FISCAL IMPACT:**

The cost of the agreement will be dependent on the project cost and at this time is estimated at \$132,000.

# **RECOMMENDATIONS:**

Approve the agreement with Mangini Architecture.

MANGINI ASSOCIATES INC. 4320 West Mineral King Avenue Visalia, California 93291 www.mangini.us (559) 627-0530 *Office* (559) 627-1926 *Fax* 

Architect's Project No.: 1818

# AGREEMENT BETWEEN OWNER AND ARCHITECT FOR

# MODERNIZATION AT ROOSEVELT ELEMENTARY SCHOOL

AGREEMENT made as of July 3, 2018,

**BETWEEN** the **Owner** (hereafter referred to as Owner):

HANFORD ELEMENTARY SCHOOL DISTRICT 714 North White Street Hanford, CA 93232

and the Architect (hereafter referred to as Architect):

MANGINI ASSOCIATES INC. 4320 W. Mineral King Avenue Visalia, CA 93291

For the following Project:

MODERNIZATION AT ROOSEVELT ELEMENTARY SCHOOL 870 West Davis Street Hanford, CA 93232

The Owner and the Architect agree as follows:

# **ARTICLE 1 - INITIAL INFORMATION**

- 1.1 This Agreement is based on the Initial Information set forth in this Article 1.
- 1.2 THE OWNER'S PROGRAM (EDUCATIONAL SPECIFICATION) FOR THE PROJECT
- 1.2.1 The Architect will assist the Owner in developing the project scope of work as part of Basic Services.
- 1.3 THE PROJECT'S PHYSICAL CHARACTERISTICS
- **1.3.1** A modernization of existing classrooms, ADA restroom upgrades, and other related scope at Roosevelt Elementary School in Hanford, California.

#### 1.4 FINANCIAL INFORMATION

- **1.4.1** The Owner's budget for the Project is \$1,651,500 based on a preliminary estimate of the Office of Public School Construction (OPSC) Modernization Eligibility provided by SchoolWorks.
- 1.4.2 The initial Cost of the Work for the Project as defined in Section 6.1 is based on \$1,128,600.
- 1.4.3 The Owner will fund the Project through OPSC as a Modernization Grant (60/40 match).
- 1.5 SCHEDULE INFORMATION
- **1.5.1** The Owner intends to use the Project when completed.
- 1.6 PROCUREMENT INFORMATION
- **1.6.1** The Owner intends to procure the project in a manner to be determined later.
- 1.7 OTHER PROJECT INFORMATION
- **1.7.4** The Owner and the Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services, and the Architect's compensation.

#### ARTICLE 2 - ARCHITECT'S RESPONSIBILITIES

- 2.1 The Architect shall provide the professional services as set forth in this Agreement.
- 2.2 In providing services under this agreement, the Architect shall exercise that degree of professional skill and care ordinarily used by other reputable architects, practicing in the same or similar locality and under similar circumstances. Nothing in this agreement shall be interpreted to require Architect to meet any higher standard or have any obligation in excess of what is required by said standard and this paragraph shall control over any such contrary provision.

## 2.3 COMPLIANCE WITH LAW

- **2.3.1** The Architect shall use due professional care to provide services in accordance with applicable Federal, State, and local laws, regulations and directives.
- **2.3.2** With respect to Architect's employees, Architect shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**2.3.3** The Architect shall be properly licensed as an architect under the laws of the State of California during the term of this Agreement and shall be qualified to provide the services required by the Owner pursuant to this Agreement.

# ARTICLE 3 - SCOPE OF ARCHITECT'S BASIC SERVICES

#### 3.1 BASIC SERVICES

- **3.1.1** The Architect's Basic Services consist of those described in Article 3, and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 3 are Additional Services.
- **3.1.2** The Architect represents that the Architect's drawings and specifications shall comply with the California Building Code and shall be submitted to the Division of the State Architect (DSA) and the California Department of Education (CDE) as required. The Architect shall assist the Owner and its consultants to apply for funding for the Project from OPSC and the Architect shall be responsible for all submittals required of the Architect by the DSA, OPSC and CDE in connection therewith.
- **3.1.3** The Architect shall mutually coordinate its services with those services provided by the Owner and the Owner' consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Upon the Owner's reasonable request, the Architect and the Architect's consultants shall cooperate with the Owner and the Owner's consultants in verifying that the Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Construction Documents. The Architect has no duty to discover errors, omissions or inconsistencies in the services provided by the Owner, the Owner's consultants or others.
- **3.1.4** The Architect shall not be liable for claims resulting from an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.
- **3.1.5** The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- **3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for any design submittals which are required by said governmental authorities in connection with the Owner's filing of such documents.

# 3.2 SCHEMATIC DESIGN (DATA GATHERING) PHASE SERVICES

- **3.2.1** The Architect shall review the program and all other information furnished by the Owner to ascertain the requirements of the Project, and shall review the laws, codes, and regulations applicable to the Architect's services and shall arrive at a mutual understanding of such requirements with the Owner.
- **3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule and budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall promptly notify the Owner in writing of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

- **3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project that may reduce the cost of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- **3.2.4** Based on the Projects' requirements agreed upon with the Owner, the Architect shall prepare and present for Owner's approval a preliminary design illustrating the scale and relationship of Project components.
- **3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents, including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction material shall be noted on the drawings or described in writing.
- **3.2.6** The Architect shall submit to the Owner a preliminary Statement of the Probable Cost of the Work prepared in accordance with Section 6.3 and a written schedule for the performance of the Work.
- **3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request Owner's approval. If Owner incorporates any recommended changes, then Architect shall revise the Schematic Design Documents, including but not limited to the written statement of Probable Cost of the Work and written schedule for the performance of work, as necessary until Owner's governing board approves them. Architect shall attend, and present at, as many meetings of the Owner's governing board as may be necessary to obtain the board's approval of the Schematic Design Documents.

# 3.3 DESIGN DEVELOPMENT (SCOPE DEVELOPMENT) PHASE SERVICES

- **3.3.1.** Following the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including but not limited to site and floor plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and shall outline the specifications of the entire Project as to kind and quality of materials, and other elements as may be appropriate.
- **3.3.2.** The Architect shall update the Statement of Probable Cost of the Work.
- **3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, and request Owner's approval.
- **3.3.4** The Architect shall provide at no expense to the Owner one complete set of preliminary plans for the review and approval of the Owner and one set for each public agency having approval authority over such plans for their review and approval at no expense to the Owner.

# 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

**3.4.1** Following the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe further development of the approved Design Development Documents and shall consist of customary working drawings and specifications setting forth in detail sufficient for construction of the Work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system, and other requirements for the construction of the Work. The Owner and the Architect acknowledge that in order to construct

the Work the Contractor will provide additional information, including shop drawings, product data, samples, and other submittals, which the Architect shall review in accordance with Section 3.6.4.

- **3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- **3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary, and other Conditions). The Architect shall also compile a project manual, which manual shall be subject to the Owner's review and approval, that includes the Conditions of the Contract for Construction and specifications that may include bidding requirements and sample forms.
- **3.4.4** The Architect shall update the Statement of Probable Cost of the Work.
- **3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Statement of Probable Cost of the Work, take any action required under Section 6.5, and request Owner's approval.

### 3.5 AGENCY APPROVAL PHASE SERVICES

**3.5.1** The Architect will submit the Construction Documents to DSA and local jurisdictions as may be required and make the necessary corrections to secure approval. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval with CDE, OPSC, and other governmental authorities having jurisdiction over the Project.

### 3.6 BIDDING PHASE OR NEGOTIATION PHASE SERVICES

- **3.6.1** Following DSA and the Owner's written approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or proposals, as the owner shall direct; (2) confirming responsiveness of bids or proposals; (3) determining successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.
- **3.6.1.2** If, in the Owner's discretion, the Owner will seek total or partial State funding for this Project, then if so requested by the Owner the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. If so requested by the Owner, the Architect shall also prepare and submit the appropriate documentation to the OPSC.
- **3.6.1.3** If the Owner decides to seek competitive bids for construction of the Project, then Section 3.6.2 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services. However, if the Owner decides to seek proposals for construction of the Project, then Section 3.6.3 and following shall apply to Architect's services under the "Bidding Phase or Proposal Phase" of said services.

# 3.6.2 Competitive Bidding

- 3.6.2.1 Bidding Documents consist of bidding requirements and proposed Contract Documents.
- **3.6.2.2** The Architect shall assist the Owner in bidding the Project by (1) procuring the reproduction of Bidding Documents for distribution to prospective bidders; (2) distributing Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; (3) organizing and conducting a pre-bid conference for prospective bidders; (4) preparing responses to questions from prospective bidders and

providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and (5) organizing and conducting the opening of the bids, and subsequently documenting and distributing bid results, as directed by the Owner.

**3.6.2.3** The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### 3.6.3 Proposals

- 3.6.3.1 Proposal Documents consist of proposal requirements and proposed Contract Documents.
- **3.6.3.2** The Architect shall assist the Owner by (1) procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process; (2) organizing and participating in selection interviews with prospective contractors; and (3) participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

## 3.7 CONSTRUCTION PHASE SERVICES

#### 3.7.1 General

- **3.7.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as forth below and in the General Conditions of the Contract for Construction. In the event of conflicts between this Agreement and the General Conditions of the Contract for Construction, this Agreement shall govern with respect to Architect's responsibilities. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect.
- **3.7.1.2** All instructions to the Contractor shall be forwarded through the Architect. The Architect shall timely provide Owner with copies of all correspondence between the Architect and the Contractor. The Architect shall advise, consult with, and serve as the Owner's representative in the general administration of the Contract for Construction and in the Owner's dealings with the Contractor, however, the Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, unless such failure is caused by Architect's negligent acts or omissions in breach of this Agreement, the applicable standard of care, or law. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor, or of any other persons performing portions of the Work.
- **3.7.1.3** Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services shall commence on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon the Owner's written approval of the Architect's final Certificate for Payment to the Contractor, provided that such certification and payment shall not constitute an admission by Architect or Owner that the Project has been completed in accordance with the Contract Documents or in conformance with this Agreement.

# 3.7.2 Evaluations of the Work

**3.7.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, both as the Architect deems necessary and as required by the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner promptly informed of the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent

construction schedule submitted by the Contractor, (2) defects and deficiencies observed in the Work, and (3) any default by the Contractor in the orderly and timely prosecution of the Project.

- **3.7.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.
- **3.7.2.3** The Architect shall also make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the Owner informed in writing of the progress of the Project.
- **3.7.2.4** The Architect shall provide advice to the Owner on apparent deficiencies in construction during the construction phase.
- **3.7.2.5** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Owner will be the final interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. The Owner shall not disregard the Architect's interpretation without good cause.
- **3.7.2.6** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.
- **3.7.2.7** The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

# 3.7.3 Certificates of Payment to Contractor

- **3.7.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 3.7.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Notice of Completion, (2) to results of subsequent tests and inspections, (3) to minor deviations from the Contract Documents correctable prior to completion, and (4) to specific qualifications expressed by the Architect.
- **3.7.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work beyond the scope required by Section 3.7.2, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### 3.7.4 Submittals

- **3.7.4.1** The Architect shall timely review and take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time to permit adequate review.
- **3.7.4.2** Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions, or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate approval of an assembly of which the item is a component.
- **3.7.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon such the accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
- **3.7.4.4** Subject to the provisions of Section 4.3, the Architect shall timely review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that includes the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within the time frames agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

#### 3.7.5 Changes in the Work

- **3.7.5.1** The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involving an adjustment in the Contract Sum or an extension of the Contract Time.
- **3.7.5.2** The Architect shall prepare change orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

## 3.7.6 Project Completion

- **3.7.6.1** The Architect shall conduct reviews to determine the date of Notice of Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties, guaranties, instruction books, diagram, chart, and related documents required by the Contract Documents and assembled by the Contractor; and shall issue a final Certificate for Payment based upon a final review indicating the Work complies with the requirements of the Contract Documents.
- **3.7.6.2** The Architect's reviews shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- **3.7.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid to the Contract, including the amount to be retained from the Contract Sum,

if any, for final completion or correction of the Work. The Architect shall also forward to the Owner warranties, operation and maintenance manuals, record drawings and other closeout documents prepared by the Contractor.

#### 3.7.7 Evaluation of Claims

**3.7.7.1** Notwithstanding anything else in this Agreement, as a part of its Basic Services, the Architect shall assist the Owner in evaluating and responding to claims, disputes and other matters in question between the Contractor and the Owner, including but not limited to claims made against the Owner as a result of alleged or claimed wrongful acts or omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the Owner.

## **ARTICLE 4 - ADDITIONAL SERVICES**

- **4.1** The Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if authorized or confirmed in writing by the Owner prior to such services being rendered. Compensation for Additional Services shall be as provided in Section 11.3, in addition to compensation for Basic Services.
- 4.2 Additional Services may be provided after execution of this agreement, without invalidating the Agreement, provided that such Additional Services are approved by Owner prior to such services being rendered. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.
- **4.2.1** Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization.

## 4.3 Additional Services

- **4.3.1** Services necessitated by a material change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project, including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method.
- **4.3.2** Services necessitated by concealed or unknown conditions encountered during the progress of the Work.
- **4.3.3** Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations subsequent to Owner's approval of the Contract Documents.
- **4.3.4** Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner.
- **4.3.5** Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique systems designs, in-depth material research, energy modeling, LEED or CHPS certification, or DSA HPI approved unless such alternatives were requested prior to the effective date of this Agreement.
- 4.3.6 Providing financial feasibility or other special studies.
- **4.3.7** Providing special surveys, environmental studies and submissions required for approval of governmental authorities having jurisdiction over the Project, other than those identified in Article 3.
- **4.3.8** Providing services relative to future facilities, systems or equipment.

- **4.3.9** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.
- **4.3.10** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- **4.3.11** Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 4.3.12 Providing services for planning tenant or rental spaces.
- **4.3.13** Providing services in connection with the work of a construction manager or separate consultants retained by the Owner, unless said manager or consultant was engaged prior to the effective date of this Agreement.
- 4.3.14 Providing detailed estimates (as defined by Section 6.3) of Construction Cost.
- **4.3.15** Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 4.3.16 Providing analyses of owning and operating costs.
- 4.3.17 Providing coordination of Work performed by separate contractors or by the Owner's own forces.
- 4.3.18 Providing on-site project representation during construction beyond Basic Services.
- **4.3.19** Providing building commissioning services, including assistance in the utilization of equipment or systems, such as testing, adjustment and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
- **4.3.20** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 4.3.21 Providing detailed quantity surveys or inventories of material, equipment and labor.
- **4.3.22** Attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is a party thereto.
- **4.3.23** Preparing Drawings, Specifications and supporting data and providing other services in connection with change orders unless such change orders are required due to errors or omissions of the Architect.
- **4.3.24** Consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.
- **4.3.25** Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.
- **4.3.26** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Notice of Completion of the Work.
- **4.3.27** Providing services of consultants for other than the normal architectural, civil, structural, mechanical and electrical engineering services for the Project.

**4.3.28** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## ARTICLE 5 - OWNER'S RESPONSIBILITIES

- 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, or such additional time as may be commercially reasonable under the circumstances, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and Architect shall thereafter meet and confer in an effort to modify the Project's scope and quality.
- **5.2.1** The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects in writing an accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.
- 5.3 The Owner shall identify a representative authorized to act in the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 5.4 The Owner shall furnish surveys reasonably necessary to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal description shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wet-lands; adjacent drainage; flood plain designations; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.
- 5.5 The Owner shall furnish the services of geotechnical engineers and other such consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. Such services may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluations, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance appropriate to the services provided.

- 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, which the Owner shall own.
- 5.8 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- **5.9** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- **5.10** The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.
- **5.11** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

#### ARTICLE 6 - COST OF THE WORK

- **6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct of all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary statement of the Probable Cost of the Work, and updated Statements of Probable Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or price proposals will not vary from the Project budget for the Cost of the Work or from any Statement of Probable Cost of the Work prepared by the Architect.
- 6.3 In preparing Statements of Probable Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract Documents alternate bids to adjust the Probable Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's opinion of the Probable Cost of the Work shall be based on current area, volume, or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.
- **6.4** If the Bidding or Negotiation Phase has not commenced within 90 days after the Owner approves the Construction Documents, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, if applicable.
- **6.5** If at any time the Architect's opinion of the Probable Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner reasonably shall cooperate with the Architect in making such adjustments.
- **6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or price proposal, the Owner shall:
  - .1 give written approval of an increase in the budget for the Cost of the Work;
  - .2 authorize rebidding or renegotiating of the Project within a reasonable time;

- .3 terminate in accordance the terms of this Agreement;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.
- 6.7 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by more than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. Except for the cost of such modifications, Architect shall not be responsible for any increase in the Cost of the Work.
- 6.8 If the Owner's budget for the Cost of the Work is exceeded by the lowest bona fide bid or price proposal by less than 10%, and the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with said bid or proposal, or the budget as adjusted under Section 6.6.1 and be compensated for modifications to the Construction Documents as Additional Services as provided under Section 11.3.

#### ARTICLE 7 - OWNERSHIP AND USE OF DOCUMENTS

- 7.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project, except as otherwise provided in Section 7.2 below. The Architect's Instruments of Service shall be the property of the Owner as provided by Education Code Section 17316, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement.
- 7.2 This Agreement creates a non-exclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Architect's Instruments of Service, including drawings, specifications, studies, estimates, and other documents, or any other works of authorship fixed in any tangible medium of expression, including, but not limited to, physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by Architect pursuant to this Agreement. This transfer of rights pertains not only to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project under Education Code Section 17316. This Agreement is an express transfer of rights as specified in Education Code Section 17316(b).
- 7.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Architect's Instruments of Service that Architect or its consultant's prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the Owner harmless pursuant to Section 7.2 of this Agreement for any breach of this Article 7. The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates, or other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the Owner.
- 7.4 The parties acknowledge the Architect's Instruments of Service are not represented to be appropriate for reuse without modification. Any reuse by Owner of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. In the event the Owner reuses or modifies the Architect's Instruments of Service developed by the Architect pursuant to this Contract for purposes other than that for which they are contemplated, the Owner shall indemnify, defend, and hold harmless the Architect, its employees and consultants for damages and expenses caused by the Owner's use or modification of the Architect's Instruments of

Service, and the parties agree that the provisions of this Article shall be the terms and conditions for the reuse as authorized by Education Code Section 17316(c).

7.5 The Architect will provide the Owner with a customary set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Agreement, and will retain, on the Owner's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. The Architect shall promptly make available to Owner any original documents it has retained pursuant to this Agreement upon reasonable request by the Owner.

## **ARTICLE 8 - CLAIMS AND DISPUTES**

#### 8.1 GENERAL

- **8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or relating to this Agreement within the period specified by applicable law.
- **8.1.2**The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, with limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Article 9.

#### 8.2 MEDIATION

- **8.2.1** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be shared equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 60 days, either party may pursue litigation to resolve the dispute.
- **8.2.2** Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statues of limitations.

# **ARTICLE 9 - TERMINATION OR SUSPENSION**

**9.1** The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under the Agreement.

### 9.2 TERMINATION WITHOUT CAUSE

**9.2.1** The Owner may terminate this Agreement upon not less than 7 days' written notice to the Architect for Owner's convenience and without cause. Upon the Owner's request and authorization, the Architect shall perform any and all Basic Services and Additional Services reasonably necessary to wind up the work performed to the date of termination.

#### 9.3 SUSPENSION OF THE PROJECT

- **9.3.1** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. If and when the Project is resumed, the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- **9.3.2** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect or the Architect's consultants, the Architect may terminate this Agreement by giving not less than 7 days' written notice.

#### 9.4 TERMINATION WITH CAUSE

- **9.4.1** Either party may terminate this Agreement upon not less than 7 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- **9.4.2** Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
- **9.4.3** If the Owner fails to make payments to the Architect in accordance with this Agreement, other than those payments withheld pursuant to Section 11.7.1, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give 7 days' written notice to the Owner before suspending services. Before resuming services, the Architect shall be paid all sums due prior to suspension services and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

#### 9.5 EFFECTS OF TERMINATION

- **9.5.1** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.
- **9.5.2** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

## **ARTICLE 10 - MISCELLANEOUS PROVISIONS**

- 10.1 This Agreement shall be governed by the law of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Kings County, California.
- 10.2 The Owner and the Architect, respectively, bind themselves, their partners, successors, permitted assigns and legal representatives to this Agreement. Neither the Owner nor Architect shall assign this Agreement without the written consent of the other.
- **10.3** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review within a reasonable period of time prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- **10.4** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

- 10.5 Unless otherwise provided in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Notwithstanding the foregoing, in the event the Owner or the Architect is or becomes aware of the presence of, or exposure of persons to hazardous materials or toxic substances, or the substantial risk thereof, each shall have a duty to immediately notify the other in writing.
- 10.6 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
- **10.7** 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.
- 10.8 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.
- 10.9 Each individual executing this Agreement on behalf of the Architect hereby represents and warrants that Architect is a duly formed and existing entity qualified to do business in the state in which the Project is located and that Architect has full right and authority to execute and deliver this Agreement and that each person signing on behalf of Architect is authorized to do so.
- **10.10** Owner recognizes that circumstances may occur beyond the reasonable control of either the Owner or the Architect and extensions for such delays shall be made to the schedule. Notwithstanding anything stated herein to the contrary, any time during which the Architect is delayed in the Architect's work by acts of Owner or its employees or those in a direct contractual relationship with Owner or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any wrongful acts or omissions, shall be added to the time for completion of any obligations of the Architect.

## **ARTICLE 11 - COMPENSATION**

## 11.1 BASIC SERVICES

**11.1.1 Percent of Construction Cost:** For the Architect's Basic Services described in Article 3, the Owner shall compensate the Architect on the basis of a percentage of the Cost of the Work, using the OPSC Sliding Scale as follows:

12.0% of the first	\$ 500,000.00
11.5% of the next	\$ 500,000.00
11.0% of the next	\$ 1,000,000.00
10.0% of the next	\$ 4,000,000.00
9.0% of the next	\$ 4,000,000.00
8.0% of costs in excess of	\$ 10,000,000.00

**11.1.2 Initial Basic Services Compensation:** The calculation of the Initial Basic Services Compensation shall be based on the application of the initial Cost of the Work to the OPSC Sliding Scale as follows:

COMPENSATION CALCULATION					
Fee Basis	% Fee		Const. Cost		Fee
500,000	12.0%	\$	500,000.00	\$	60,000.00
500,000	11.5%	\$	500,000.00	\$	57,500.00
1,000,000	11.0%	\$	128,600.00	\$	14,146.00
4,000,000	10.0%	\$	-	\$	<del>-</del> .
4,000,000	9.0%	\$	~	\$	-
Remainder	8.0%	\$	-	\$	-
Probable Construction Cost →		\$	1,128,600.00		
			Fee Sub-total →	\$	131,646.00
Initial Basic Services Compensation →		\$	131,646.00		

## 11.1.3 Adjustments to Basic Services Compensation:

- .1 At the end of the Schematic Design, Design Development, Construction Documents, and Agency Approval phases, Initial Basic Services Compensation shall be adjusted to the latest Probable Cost of Construction.
- .2 Initial Basic Services Compensation shall be adjusted after receipt of bids to the amount of the Contract Sum of the awarded construction contract, which shall be the basis for calculating compensation during the construction phase.
- **.3** Basic Services Compensation shall be finally adjusted at the completion of the Project to the final Contract Sum of the construction contract, as documented in approved change orders.
- .4 Change Orders items determined to be caused by Architect error or omission shall not increase the Architect's compensation.
- .5 Change Order items which reduce the Contract Sum shall not reduce Compensation.
- .6 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.2.1, based on (1) the lowest bona fide bid, or (2) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for services performed whether or not the Construction Phase is commenced.
- .7 When additive alternate bids are provided, and the Owner decides not to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual awarded bidders bid for such alternate bids, thereby compensating the architect for design and preparation of the alternate item.
- .8 When deductive alternate bids are provided, and the Owner decides to accept them after bidding, the Architect shall be compensated based on 75% of 8% of the actual difference between the awarded bidder's bid for such alternate bids, thereby compensating the Architect for design and preparation of the alternate item.

## 11.2 PROGRESS PAYMENTS

11.2.1 Progress payments for each phase of Basic Services shall be as follows:

Schematic Design Phase:

10%

Design Development Phase:

20%

<b>Total Basic Compensation:</b>	100%
Construction Phase:	25%
Bidding Phase:	5%
Agency Approval Phase:	5%
Construction Documents Phase:	35%

## 11.3 ADDITIONAL SERVICES

- **11.3.1** For approved Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on the basis of a stipulated sum agreed to by the parties in advance of the services being performed, or on an hourly basis, plus compensation for reimbursable expenses.
- **11.3.2** When compensation for Additional Services is on an hourly basis, compensation for Additional Services of the Architect's consultants will be computed at a rate of 1.10 times the amount billed to the Architect for such services.
- **11.3.3** For Reimbursable Expenses incurred in the furnishing of Additional Services, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

#### 11.4 HOURLY BILLING RATES

**11.4.1** The hourly billing rates for services of the Architect are set forth below:

## **Standard Hourly Billing Rates Schedule:**

Principal Architect	\$ 205.00
Architect III	16.00
Architect II	145.00
Architect I	130.00
<b>Construction Administrator III</b>	145.00
Construction Administrator II	120.00
Construction Administrator I	110.00
Business Manager	155.00
Project Manager	150.00
Interior Designer II	90.00
Interior Designer I	70.00
Drafting Technician IV	110.00
Drafting Technician III	100.00
Drafting Technician II	90.00
Drafting Technician I	70.00
Administrative Asst. II	90.00
Administrative Asst. I	50.00
Expert Witness	350.00

The above rates are effective through December 31, 2018. Work continuing beyond December 31, 2018, shall be subject to increases in the above noted schedule based on Engineering News Record's, "Cost of Living Index Adjustment", until this agreement is modified.

## 11.5 COMPENSATION FOR REIMBURSABLE EXPENSES

**11.5.1** Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include reasonable expenses incurred by the Architect and Architect's consultants directly related to the Project, as follows:

- .1 Transportation in connection with the project shall be compensated at the yearly established rate as permitted and published by the Internal Revenue Service for compensated mileage.
- .2 Expense of out of region meals and lodging in connection with the Project.
- **.3** If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates for non-exempt employees.
- .4 Expense of renderings, models and mock-ups requested by the Owner.
- .5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required by Article 12.
- .6 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents required for approval, bidding, and construction of the Project in the Owner's interest, excluding reproductions for the office use of the Architect and the Architect's consultants.
- **11.5.2** For Reimbursable Expenses, compensation will be computed at a rate of 1.10 times the amount of expenses incurred by the Architect and the Architect's Consultants.

#### 11.6 PAYMENTS TO THE ARCHITECT

- 11.6.1 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the Owner of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's billing rate. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to Owner payment of such expenses. If Owner disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, both parties shall continue to provide all services required by this Agreement and law until the end of the Project, even if Owner and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice.
- 11.6.2 Amounts unpaid 30 calendar days after the 5th of the month shall bear interest at the rate of 1-1/2%.

### 11.7 PAYMENTS WITHHELD

**11.7.1** The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, Owner may withhold from payments to Architect to the extent that Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

## 11.8 ARCHITECT'S ACCOUNTING RECORDS

11.8.1 Architect shall maintain complete and accurate records showing all hours worked with respect to the services rendered and the costs incurred under this Agreement, including but not limited to Reimbursable Expenses and expenses pertaining to Additional Services. In addition, the Architect shall maintain complete and accurate records with respect to any payments to employees or subcontractors. Architect shall also be responsible for Architect's consultants keeping similar records. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, Architect shall make such records available within Fresno County to the Auditor of Owner and to its agents and representatives, for

the purpose of auditing and/or copying such records for a period of 5 years from the date of final payment under this Agreement.

## **ARTICLE 12 - INSURANCE PROVISIONS**

- **12.1 Insurance Requirements:** Architect shall maintain at its own costs and expense the following minimum insurance coverage and shall provide a certificate of insurance and any required endorsements to Owner. The certificate of insurance and required endorsements shall be provided prior to commencement of any work and prior to the expiration of each renewal of the policy. Owner may request and Architect shall, upon request, provide a true and certified copy of each policy. No payment will be issued until Owner has received acceptable insurance documentation.
- 12.2 In addition to the requirements outlined below for each insurance policy, Architect agrees that it will have each insurance policy endorsed to provide:
  - 1. The policy shall be endorsed to provide thirty (30) day notice of cancellation, except ten (10) day notice for nonpayment of premium to Owner.
  - 2. When required, the Commercial General Liability, Automobile Liability, and Aviation Liability insurance policies shall be endorsed to include as additional insured for on-going operations, products completed operations and ownership, operation or use of automobiles and aircraft, Owner and any other person or organization which Architect is required to include as additional insured under an Agreement and their respective owners, directors, officers, employees, agents and volunteers.
  - When required, the Workers Compensation insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Owner and any other person or organization to which Owner is required in a written agreement to provide a waiver of subrogation.
  - 4. If any insurance policy includes a cross suits endorsement or an insured vs. insured exclusion endorsement, the endorsement may not exclude a claim by an additional insured against the named insured or a claim by an additional insured against another additional insured.
- **12.3 General Liability Insurance:** Without limiting Architect's indemnification, Architect shall secure and maintain in full force and effect, at its sole cost and expense during the term of this Agreement, a comprehensive general liability insurance policy with combined single limits of \$2,000,000.00 per occurrence, with a General Aggregate limit of \$4,000,000.00.
- **12.3.1** The policy shall include contractual liability. The policy may not include any limitation, exclusion or coverage restriction for explosion, collapse or underground hazards. The policy shall not include an exclusion for job site safety or injury to employees of independent contractors. If the policy includes an exclusion of professional services, the exclusion shall not include job site safety as part of the definition of professional services. The certificate of insurance shall include a statement that the policy does not exclude claims alleging job site safety.
- 12.3.2 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond this Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the Owner under any provision, including any duty to indemnify and defend the District.
- **12.4 Worker's Compensation and Employer's Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect and all engineers, experts, consultants and employees for the period of this Agreement, is providing workers' compensation insurance with \$1,000,000.00 coverage for all persons whom they may employ in carrying out the Work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of

California. If the Architect employs any engineer, expert consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of insurance covering said engineer, expert, consultant or subcontractor to the Owner immediately upon their employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time.

- **Professional Liability Insurance:** Architect shall furnish to the Owner satisfactory proof that the Architect has Professional Liability Insurance (errors and omissions) with limits of \$1,000,000.00 per claim/\$2,000,000.00 annual aggregate. This insurance shall be maintained in force during the entire period of time the Architect renders service to the Owner under this Agreement. Each of the Architect's professional sub-contractors shall comply with this Section, and Architect shall include such provisions in its contracts with them.
- **12.6** Commercial Automobile Liability: Commercial Automobile Liability Insurance including coverage for all owned, non-owned and hired automobiles. The limit of liability shall not be less than \$2,000,000 each accident. The policy shall include contractual liability.
- **12.7 Aviation Liability**: To the extent drones are used, Architect will carry liability insuring bodily injury and property damage arising out of the use of owned and non-owned unmanned aircraft.

#### ARTICLE 13 - SPECIAL PROVISIONS

#### 13.1 INDEMNIFICATION

- **13.1.1** The Architect agrees, to the extent permitted by law, to hold harmless and indemnify but not defend the Owner, its Governing Board, each member of the Board, and their officers and employees harmless from any liability for damages to the extent actually caused by the Architect's negligent acts, errors, omissions, or recklessness, or willful misconduct in the performance of professional services arising out of this Agreement and those of his or her officers, employees, consultants or sub-consultants or anyone for whom the Architect is legally responsible (collectively, the "Architect's Parties"). The Architect is not obligated to indemnify the Owner and employees or any other third party in any manner whatsoever for their own negligence.
- 13.1.2 This indemnification specifically includes any claims that may be made against Owner or against Architect by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. The Architect specifically agrees to hold harmless and indemnify the Owner for any and all claims arising out of any injury, disability, or death of the Architect's employees or agents to the extent that the above are caused by the negligent acts, errors, or omissions of the Architect. This indemnification obligation shall continue beyond the term of this Agreement as to any negligent acts or omissions occurring under this Agreement or any extension of this Agreement, subject to the applicable statute of limitations.

#### 13.2 FINGERPRINTING

- **13.2.1** Pursuant to California Education Code Section 45125.1, before any agents or employees of Architect may enter school grounds where they may have any contact with pupils, Architect shall submit fingerprints of its agents and employees in a manner authorized by the California Department of Justice, together with a fee determined by the Department of Justice. Architect shall not permit any of its agents or employees to come in contact with pupils of the Owner until the Department of Justice has ascertained that the Architect's agents or employees have not been convicted of a felony as defined in Education Code Section 45122.1.
- **13.2.2** Architect shall provide Owner with a written list of the names of its agents or employees who may come in contact with pupils before commencement of work. Architect shall certify, in a form provided by Owner, under penalty of perjury, that it has complied with the requirements of Education Code Section 45125.1, and that none of its agents or employees who may come in contact with pupils have been convicted of a felony as defined in Education Code Section 45122.1, based upon the information Architect has received from the Department of Justice.

13.2.3 If Architect believes that its agents or employees will have only limited contact with pupils and should therefore be exempted from these requirements, Architect must contact the Owner with its request for exemption within 15 days prior to the commencement of work. The request for exemption must specify the grounds for such proposed exemption, considering the totality of circumstances, including but not limited to the length of time Architect will be on school grounds, whether pupils will be in proximity to the site where the Architect's employees are working, and whether the Architect's employees will be working by themselves or with others. Whether to grant or deny the exemption is within the sole discretion of the Owner's governing board.

#### 13.3 ASSURANCES OF NON-DISCRIMINATION

**13.3.1** Architect expressly agrees that it will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

### 13.4 INDEPENDENT CONTRACTOR STATUS

13.4.1 This Agreement is entered into by both parties with the express understanding that Architect will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the Architect or any of its agents, employees or officers as an agent, employee or officer of Owner. Architect agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Owner. Subject to any performance criteria contained in this Agreement, Architect shall be solely responsible for determining the means and methods of performing the specified services and Owner, except to the extent stated otherwise in this Agreement, shall have no right to control or exercise any supervision over Architect as to how the services will be performed. As Architect is not Owner's employee, Architect is responsible for paying all required state and federal taxes. In particular, Owner will not (1) withhold FICA (Social Security) from Architect payments, (2) make state or federal unemployment insurance contributions on Architect's behalf, (3) withhold state or federal income tax from payments to Architect, (4) make disability insurance contributions on behalf of Architect, (5) obtain unemployment compensation insurance on behalf of Architect. Notwithstanding this independent contractor relationship, Owner shall have the right to monitor and evaluate the performance of Architect to assure compliance with this Agreement.

## 13.5 MANUFACTURER'S PRODUCT DATA

**13.5.1** To the extent the Architect collects product manufacturer materials disclosing product contents; the Owner acknowledges that it is not relying on the Architect for any analysis of material composition or the human or environmental health impacts of specific material selections. Any assessments or evaluations of this kind should be conducted by a toxicologist or other trained professionals retained by the Owner.

#### 13.6 NOTICE

**13.6.1** All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the address set forth below:

Owner: Hanford Elementary School District

Attn: Joy Gabler 714 North White Street Hanford, CA 93232

Architect: Mangini Associates, Inc.

Attn: Chris McLain

4320 W. Mineral King Avenue Visalia, California 93291

## **ARTICLE 14 - SCOPE OF THE AGREEMENT**

**14.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the terms set and agreed upon as of the day and year first written above.

OWNER	ARCHITECT
HANFORD ELEMENTARY SCHOOL DISTRICT	MANGINI ASSOCIATES INC.
By:	
ру:	Ву:
Joy Gabler., Superintendent	Christopher D. McLain, President, C29566