

**LOS BANOS UNIFIED SCHOOL DISTRICT
GOVERNING BOARD OF EDUCATION
REGULAR MEETING**

**Los Banos City Council Chambers
520 J Street – Los Banos, CA 93635**

Thursday, November 08, 2018

5:00 Study Session-Lozano Smith-Construction Delivery Methods

6:00P.M. – Closed Session

7:00 P.M. – Regular Meeting

AGENDA

The District welcomes Spanish speakers to Board meetings. Anyone planning to attend and needing an interpreter should call 826-3801, 48 hours in advance of the meeting, so arrangements can be made for an interpreter.
El Distrito da la bienvenida a las personas de habla hispana a las juntas de la Mesa Directiva. Si planea asistir y necesita interpretación llame al 826-3801, 48 horas antes de la junta, para poder hacer arreglos de interpretación.

I. OPENING BUSINESS

A. Call Public Session to Order

B. Roll Call of Board Members Present

Dennis Areias	Gary Munoz
Margaret Benton	Anthony Parreira
Megan Goin	Marlene Smith
Ray Martinez	Kayla Kalisz

C. Closed Session (6:00 P.M.)

1. Student Discipline: Cases #2179962865, #5503160, #8033045668, #5902301788 #5157642532 (Action)
2. Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA/CSEA (No Action).
3. Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action)

II. OPEN REGULAR MEETING (7:00 P.M.)

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

Motion by _____ Seconded by _____

Proposed Action: Approve Agenda

V. **PUBLIC HEARING**

Public Presentations:

Members of the public may request an item be placed on the agenda of a regular meeting by submitting a request in writing, with all supporting documents, if any, to the Superintendent at least two weeks before the scheduled meeting date. [BB 9322(a)]

General Public Comment:

Individuals wishing to address the Board on items not on the agenda may do so by approaching the podium. Once recognized, individuals shall identify themselves and make their statement. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per non-agenda item. [BB 9323]

Public Comment on Agenda Items:

Members of the community may address specific items on the agenda as they are taken up by the Board in open session or prior to the Board going into closed session. The Board President will recognize individuals who wish to speak. Speakers are limited to three (3) minutes, with the total time for public input at twenty (20) minutes per agenda item. Once public comment on the agenda item is concluded and the Board begins deliberations or recesses to closed session, no further public comment shall be permitted on the agenda item. [BB 9323]

Recognition/Introductions:

1. Winners from the Merced County Young Patriots Essay Contest will be recognized.
2. Pacheco High School Student Representative, Kayla Kalisz will be introduced.

VI. **REPORTS**

- A. Student Representative Report
- B. California School Employees Association Report
- C. Los Banos Teachers Association Report
- D. Superintendent's Report
- E. Facilities Report
- F. Board Member Reports

VII. **NEW BUSINESS**

- A. Merced County Literacy Coalition (Page 6)

10 Min.

Members of the Literacy Coalition of Merced County will give a presentation of the groups imitative to promote county-wide literacy

- B. Passantino Andersen (Page 7) **10 Min.**
- Representatives from Passantino Anderson will give a brief presentation on the public relations, strategic communications and community engagement services that they are providing to the district.
- C. Williams Settlement Report (Page 8) **5 Min.**
- This agreement is being presented to the Board without staff recommendation.
- D. Resolution #43-18 Construction Project Delivery Process (Page 9) **5 Min.**
- It is recommended that the Board approve the attached Resolution #43-18 enabling eligibility only for the Lease-Leaseback (LLB) process for the District. **The Resolution enables eligibility for the process only and does not obligate the District to use the process for any projects.**
- E. Annual Organizational Meeting (Page 13) **5 Min.**
- It is recommended the Board approve December 13, 2018, 7:00 P.M., as the date and time of its annual organizational meeting.
- Motion By _____ Seconded By _____
- Proposed Action:** Approve
- F. Initial Bargaining Proposal /Los Banos Teachers Association (Page14) **5 Min.**
- The initial bargaining proposal of the Los Banos Teachers Association (LBTA) will be presented, a public hearing held, followed by a recommendation to accept the initial proposal.
1. Open Public Hearing
 2. Close Public Hearing
- Motion By _____ Seconded By _____
- Proposed Action:** Hold public hearing; adopt proposal
- G. Initial Bargaining Proposal /Los Banos Unified (Page 16) **5 Min.**
- It is recommended that the Board accept the initial bargaining proposal submitted by the Los Banos Unified School District (LBUSD). Board acceptance of the proposal will follow a public hearing.
1. Open Public Hearing
 2. Close Public Hearing
- Motion By _____ Seconded By _____
- Proposed Action:** Hold public hearing; adopt proposal

H. New Job Description (Page 18)

It is recommended that the Board approve the Student Advocate counselor position/job description.

2 Min.

Motion By _____ Seconded By _____

Proposed Action: Approve

I. Salary Schedule - Student Advocate Counselor (Page 21)

It is recommended that the Board approve the salary schedule to accompany the new job description for Student Advocate Counselor.

2 Min.

Motion By _____ Seconded By _____

Proposed Action: Approve

VIII. CONSENT CALENDAR

The Consent Calendar represents routine items acted upon in one motion by roll call vote. The recommendation is for adoption, unless otherwise specified. Any item can be removed for discussion upon request.

A. Approval of Minutes

Special Board, October 4, 2018 (Page 24)

Regular Meeting, October 11, 2018 (Page 25)

B. Personnel Actions

1. Report of Certificated Staffing Actions (Page 30)

2. Report of Classified Staffing Actions (Page 31)

C. Monthly Fiscal Report (Page 32)

The monthly Fiscal Report is provided for informational purposes.

D. Quarterly Investment Report (Page 40)

The June 30, 2018 County Treasury Quarterly Investment Report is provided for informational purposes.

E. Student Organization Review/Approval (Page 62)

It is recommended the Board approve the updated list of student organizations/clubs from Los Banos High School to include the addition of:

1. Los Banos High School Hispanic Heritage Club

F. Agreements/Contracts

1. Agreement: Teter, LLP for the Westside Fire Alarm Project (Page 67)

2. Agreement: Teter, LLP for the San Luis Modular Project (Page 93)

3. Agreement: Teter, LLP for the Volta Elementary Modularity Project (Page 118)

4. Agreement: Between Friends/Entre Amigos-Ad for Magazine (Page 144)

5. Agreement: Pacific Valley Roofing Inc, District Office roof (Page 146)

G. Overnight/Out-of-State Travel

1. LBHS Marching Band/Colorguard April 24-26 Disneyland, Anaheim CA (Page 148)
2. LBHS Varsity Boys' Wrestling (Page 165)
 - Dec.28-29, 2018: The Bash, Santa Maria
 - Jan.18-19, 2019: CIT, Morro Bay
 - Jan. 25, 2019: Sac-Joaquin Section Div. IV Dual Team Championship, Stockton
 - Feb. 7-8, 2019: Boys' Divisional, Foothill High School
 - Feb.14-15, 2019: Sac-Joaquin Sections Masters, Stockton
 - Feb. 20-23, 2019: CIF State Championship, Bakersfield
3. LBHS Varsity Girl's Wrestling (Page 149)
 - Jan. 4-5, 2019: Napa Valley Girls Classic, Napa
 - Feb. 8-9, 2019: Sac-Joaquin Girls Regionals, Location TBD
 - Feb. 15-16, 2019: Sac-Joaquin Girls Masters, Stockton, CA,
 - Feb. 20-23, 2019: Girls CIF State Wrestling Championships: Bakersfield,

H. Obsolete Books (Page 150)

It is recommended the Board declare specific library books and/or textbooks as obsolete and dispose of in accordance with Board Policy #3270.

I. Approval/Ratification of Warrants

Motion By _____ Seconded By _____
Proposed Action: Approve Consent Calendar as listed. (ROLL CALL VOTE)

IX. **REPORTING CLOSED SESSION ACTION**

The Board will report action taken at the closed session held prior to the start of the meeting.

X. **DISCUSSION, INFORMATION & FUTURE AGENDA ITEMS** (Board/Superintendent)

XI. **CLOSED SESSION** (If necessary)

XII. **REPORTING CLOSED SESSION ACTION** (If necessary)

The Board will report action taken in closed session.

XIII. **ADJOURNMENT**

Americans with Disabilities Act Assistance: Auxiliary aids and services include a wide range of services and devices that promote effective communications for individuals with disabilities. If you require such assistance, please notify the Office of the Superintendent at 826-3801 as soon as possible. Every effort will be made to give primary consideration to expressed preferences or provide equally effective means of communication to insure equal access to Los Banos Unified School District programs and events.

Board Reference Material

SUBJECT TITLE: Literacy Coalition of Merced County

REQUESTED ACTION: Discussion

Action _____

Discussion/Information x

RECOMMENDATION:

None, informational item only

BACKGROUND INFORMATION:

MCOE launched the Literacy Coalition of Merced County in February 2018 to mobilize a community engagement initiative promoting county-wide literacy.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal number 1: Promote the educational success of all students by closing the achievement gap between groups of students by using best practices to attain proficiency or better by all students in reading and mathematics.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Mark Marshall, Superintendent
Date: November 8, 2018

Board Reference Material

SUBJECT TITLE: Presentation Passantino-Andersen, LLC

REQUESTED ACTION:

Action _____

Discussion/Information X

RECOMMENDATION:

This is informational only, no action required

BACKGROUND INFORMATION:

Passantino-Andersen has been providing the district with assistance in the areas of: public relations, strategic communications, and community engagement services; this is inclusive of augmenting our social media presence. At full scale, these measures can improve attendance at the school level in addition to enhancing our stakeholder satisfaction.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal # 10 and 11-This agreement fulfills the Board's goal to develop a messaging plan for the community inclusive of providing clear and understandable information to all parties.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Date: November 8, 2018

Board Reference Material

SUBJECT TITLE: **Williams Settlement Report**

REQUESTED ACTION: None, Information Only

Action _____

Discussion/Information X

RECOMMENDATION:

No action required; information only.

BACKGROUND INFORMATION:

California *Education Code* Section 1240 requires the County Superintendent of Schools provide an annual report to any Governing Board whose schools were identified to be visited in Merced County pursuant to the Williams Settlement. Sites were reviewed in areas that included sufficiency of textbooks and instructional materials; health and safety of facilities; and the monitoring and reviewing of teacher vacancies and misassignments.

The County is required to present the information they have collected directly to the School Board, rather than just presenting their yearly findings in writing.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None

SPECIFIC FINANCIAL IMPACT:

Repair work or textbook purchases will be funded out of appropriate accounts.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
DATE: November 8, 2018

Board Reference Material

SUBJECT TITLE: Construction Project Delivery Process

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the attached Resolution enabling eligibility only for the Lease-Leaseback (LLB) process for the District. **The Resolution enables eligibility for the process only and does not obligate the District to use the process for any projects.**

BACKGROUND INFORMATION:

Recent legislation has changed the LLB process and the revised process is outlined in the attached Exhibit A. In order to enable this revised process, the Board must approve the attached Resolution. The Resolution only needs to be approved once to be effective for selected future projects.

Approving the Resolution allows, but does not require, the District to utilize the LLB process when desired and appropriate. Approving the Resolution does not approve the LLB process for any projects. Not approving the Resolution means the District will be precluded from using the LLB process, thus requiring use of the hard bid process.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is part of the pursuit of Board Goal #4.

ALTERNATIVES/IDENTIFIED OPPOSITION:

In not approving the Resolution, the District would be precluded from utilizing the LLB process and would be required to use only the standard bid process for projects.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

There might be a small cost increase in utilizing the Lease-Leaseback process, but it is not estimable. However, there might be cost avoidance, change orders, in utilizing the Lease-Leaseback process, but it is not estimable.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: November 8, 2018

**RESOLUTION #43-18 ADOPTING PROCEDURES AND GUIDELINES FOR
SELECTION OF LEASE-LEASEBACK CONTRACTOR (Education Code §17406)
LOS BANOS UNIFIED SCHOOL DISTRICT**

WHEREAS, for lease-leaseback construction contracts awarded on or after January 1, 2017, Education Code section 17406 requires California school districts to use a best value process to select the lease-leaseback contractor; and

WHEREAS, for such lease-leaseback contracts, Education Code section 17406 requires the governing board of the school district to adopt required procedures and guidelines for evaluating the qualifications of proposers that ensure that the best value selections by the school district are conducted in a fair and impartial manner; and

WHEREAS, for such lease-leaseback contracts, Education Code section 17406 states that the best value process shall be a competitive procurement process where the contractor is selected on the basis of objective criteria for evaluating the qualifications of the proposers with the resulting selection representing the best combination of price and qualifications; and

WHEREAS, Education Code section 17406 requires that the lease-leaseback contractor selection process shall at a minimum include that statute's requirements.

NOW THEREFORE BE IT RESOLVED that the procedures and guidelines specified in Education Code section 17406(a)(2)(A)-(G), effective January 1, 2017 (see Exhibit A to this Resolution) are adopted for use when Los Banos Unified School District seeks proposals for a public project using the lease-leaseback delivery method pursuant to Education Code section 17406.

The foregoing Resolution was adopted by the Governing Board of Los Banos Unified School District of Merced County, State of California, at a meeting held of said Board held on the eighth day of November, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Governing Board
Los Banos Unified School District

I, Mark Marshall, Clerk of the Governing Board of Los Banos Unified School District, County of Merced, State of California, do hereby certify that the foregoing is a true copy of the Resolution adopted by said Board at a regular meeting thereof, at the time and by the vote therein stated, which original Resolution is on file in the office of said Board.

Clerk, Governing Board
Los Banos Unified School District

EXHIBIT A

Procedures and Guidelines for Selection of a Lease-Leaseback Contractor

A. Los Banos Unified School District ("District") shall prepare a request for sealed proposals from qualified Proposers. The District shall include in the request for sealed proposals an estimate of the price of the project, a clear, precise description of any preconstruction services that may be required and the facilities to be constructed, the key elements of the instrument to be awarded, a description of the format that proposals shall follow and the elements they shall contain, the standards the District will use in evaluating proposals, the date on which proposals are due, and the timetable the District will follow in reviewing and evaluating proposals.

B. The District shall give notice of the request for sealed proposals in the manner of notice provided in Section 20112 of the Public Contract Code and in a trade paper of general circulation published in the county where the project is located, with the latest notice published at least 10 days before the date for receipt of the proposals.

C. A Proposer shall be prequalified in accordance with subdivisions (b) to (m), inclusive, of Section 20111.6 of the Public Contract Code in order to submit a proposal. If used, electrical, mechanical, and plumbing subcontractors shall be subject to the same prequalification requirements for prospective bidders described in subdivisions (b) to (m), inclusive, of Section 20111.6 of the Public Contract Code, including the requirement for the completion and submission of a standardized prequalification questionnaire and financial statement that is verified under oath and is not a public record.

D. The request for sealed proposals shall identify all criteria that the District will consider in evaluating the proposals and qualifications of the Proposers, including relevant experience, safety record, price proposal, and other factors specified by the District. The price proposal shall include, at the District's discretion, either a lump-sum price for the instrument to be awarded or the Proposer's proposed fee to perform the services requested, including the Proposer's proposed fee to perform preconstruction services or any other work related to the facilities to be constructed, as requested by the District. The request for proposals shall specify whether each criterion will be evaluated pass-fail or will be scored as part of the best value score, and whether Proposers must achieve any minimum qualification score for award of the instrument under this section.

E. For each scored criterion, the District shall identify the methodology and rating or weighting system that will be used by the District in evaluating the criterion, including the weight assigned to the criterion and any minimum acceptable score.

F. Proposals shall be evaluated and the instrument awarded under this section in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in the request for sealed proposals.

2. The District shall evaluate the qualifications of the Proposers based solely upon the criteria and evaluation methodology set forth in the request for sealed proposals, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the District.

3. The award of the instrument shall be made by the governing board of the District to the responsive Proposer whose proposal is determined, in writing by the governing board of the District, to be the best value to the District.

4. If the selected Proposer refuses or fails to execute the tendered instrument and related documents within the time period specified in the request for sealed proposals, the governing board of the District may award the instrument to the Proposer with the second highest best value score if the governing board of the District deems it to be for the best interest of the District. If the second selected Proposer refuses or fails to execute the tendered instrument, the governing board of the District may award the instrument to the proposer with the third highest best value score if the governing board of the District deems it to be for the best interest of the District.

5. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

G. The Governing Board of the District, at its discretion, may reject all proposals and request new proposals.

Board Reference Material

SUBJECT TITLE: **Annual Organizational Meeting**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve Thursday, December 13, 2018 as the date of its annual Organizational Meeting.

BACKGROUND INFORMATION:

Education Code Section 35143 requires districts hold an annual organizational meeting within 15 days of the first Friday in December and must be set by the Board at its regular meeting held prior to December 1st.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is a business activity and does not support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None.

SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):

None.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent

Date: November 8, 2018

Board Reference Material

SUBJECT TITLE: **Initial Proposal for Collective Bargaining with Los Banos Teachers Association**

REQUESTED ACTION: Hold Public Hearing and Adopt Proposals

Action X

Discussion/Information

RECOMMENDATION:

The initial bargaining proposal of the Los Banos Teachers' Association (LBTA) will be presented, a public hearing held, followed by a recommendation to accept the initial proposal.

BACKGROUND INFORMATION:

Each bargaining year, LBTA and the District submit a bargaining proposal per the contractual agreement. The purpose of this item is to make these proposals public and to allow for public comment. Once this "sunshining" procedure has taken place, negotiations can begin.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

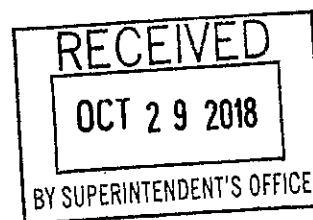
SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

The financial cost will be reported when a negotiated settlement is reached and approved by the Board.

ORIGINATOR: Tammie Calzadillas, Ed.D. Assistant Superintendent Human Resources
Date: November 8, 2018

October 29, 2018

Dr. Mark Marshall, Superintendent
Los Banos Unified School District
1717 S 11th St.
Los Banos, CA



RE: LBTA 2018-2019 Negotiations "Sunshine" Letter

Dear Dr. Marshall,

Pursuant to Section 3547 of the Educational Employment Relations Act, the LBTA is herein forwarding to you its initial proposal for collective bargaining for the 2018-2019 contract year.

The LBTA will bring proposals related to wages and benefits, found in Article VI of the contract. The initial proposal will be for a 3-year contract with increases to total wages and benefits of not less than 12% beginning July 1st 2018, and ending on July 30th, 2021. It is important to adjust and augment the Certified Salary Schedule to attract and retain qualified staff.

The LBTA proposals will contain a provision for limited reopening of the Collective Bargaining Agreement in 2019-2020 and 2020-2021.

The LBTA will also bring proposals related to class size reductions, Article XI in the contract. It is important that teachers have more time and are able to give more individual attention to their students.

LBTA is also issuing a demand to bargain Article IV, Section H due to the Supreme Court decision (*Janus v AFSME*). There is also a demand to bargain new language about access to new employees in Article IV due to the passage of AB119.

In the continuous cooperative spirit each side has shared, LBTA hopes we will be able to come to agreements that are obviously mutually beneficial to both parties.

LBTA is prepared to accommodate bargaining dates that are acceptable to both parties. We look forward to honest, positive, and good faith negotiation process.

Sincerely,

Jennifer Wilkin, Co-President LBTA
Jeff Miller, Co-President LBTA

Board Reference Material

SUBJECT TITLE: Initial Bargaining Proposals -- Los Banos Unified School District

REQUESTED ACTION: Public Hearing and Adoption of Proposals

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board accept the initial bargaining proposal submitted by the Los Banos Unified School District (LBUSD). Board acceptance of the proposal will follow a public hearing.

BACKGROUND INFORMATION:

Each bargaining cycle, LBUSD submits a bargaining proposal per language in the LBTA collective bargaining agreement. The purpose of this item is to make the proposal public and to allow for public comment. Once this “sunshining” procedure has taken place, negotiations can begin.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board Goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

The financial cost will be reported when the negotiated settlement is approved by the Board.

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent Human Resources
Date: November 8, 2018

Initial Proposal of the Los Banos Unified School District
to the Los Banos Teachers Association

November 8, 2018

The Los Banos Unified School District presents the following initial proposal in negotiations with the Los Banos Teachers Association on reopeners for the agreement which expires on June 30, 2019.

1. Article VI (Salary)

The District seeks to provide bargaining unit members with fair and reasonable compensation. As always, the District seeks to pay LBTA members competitively in comparison with other districts in Merced County and to maintain fiscal solvency.

2. Article VII (Staff Development Days)

The District opens this Article to discuss changes relating to the process of determining what occurs on these days.

Board Reference Material

SUBJECT TITLE: **Student Advocate Counselor Job Description**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the Student Advocate counselor position/job description.

BACKGROUND INFORMATION:

The Student Advocate counselor position/job description is being added to meet student's wellness needs as identified by the school sites. Mental wellness of our students is of paramount importance and the connection to academic achievement/outcomes is undeniable. The current counselor job description reads like an "academic counselor" job description and in order to hire counselors to work in small groups, identify at-risk students, include families into the equation and follow-up with students over extended periods of time, the job description had to be rewritten.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Annual salary and benefit package for Student Advocate Counselor position

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent
Date: November 8, 2018

Student Advocate

Purpose Statement:

The job of Student Advocate is done for the purpose of serving as a resource for students and parents to achieve and maintain standards of excellence in the curricular and behavioral areas so that each student receives the greatest academic and personal benefit from the learning experience. Student Advocates will focus on social and emotional areas; monitor attendance, grades, behavior, assist in parent education trainings, meetings, workshops and make direct referrals for resources/agencies. Student Advocates manage and maintain a caseload of at-risk students through weekly meetings with students, communication with parents, teachers, administrators and other support staff.

The Student Advocate position is distinguished from similar jobs by the following characteristics: Pupil Personnel Services (PPS) Credential Required

This job reports to the Site Principal or Designee.

Essential Functions:

- Assists families in obtaining access to school programs and resources. Removes obstacles that might prevent a family's participation in the school/programs.
- Assists families to understand their opportunities and responsibilities that empower them to be advocates for their students.
- Attends meetings and professional development as needed/required.
- Communicates routinely with teachers, parents, administrators and other support personnel concerning the deficiencies, challenges, and progress that students demonstrate.
- Coordinates a variety of intervention services for students.
- Encourages parental involvement in the educational programs. Schedules meetings with parents and school staff including home visits with students and/or parents.
- Leads the training, education and implementation of various practices for teachers and students.
- May provide transportation as needed for parents and students to ensure program objectives are met.
- Participates in special assessments, individual student plans, and other meetings as necessary.
- Prepares and maintains a variety of data collection for program records including parent evaluations of services, attendance efforts, behavior interventions, academics and home visits. Ensures accurate data collection and submission.
- Provides targeted interventions for at-risk students.
- Provides information to the community, parents, and students regarding post-secondary options.
- Provides individual mentoring for students identified as at-risk or performing below grade level by facilitating a variety of personal, organizational, and study skills strategies to enable sustained student improvement.
- Receives feedback and concerns from parents and follows up with school site, teachers, administrators, etc. as part of the two-way communication process established to resolve issues in the best interest of the student.
- Refers students to other public/private community resources as needed.
- Uses multiple sources of student data to monitor student progress and provide specific support for the student.
- Works directly with staff to ensure appropriate implementation of program goals.

- May be called upon to perform other duties as assigned for the good of the department, site and/or district.

Job Requirements: Minimum Qualifications

Skills, Knowledge and Abilities

SKILLS: Specific skill based competencies are required to satisfactorily perform the functions of the job. Skill based competencies include: Proficiency in using a personal computer and common office productivity software and programs for accessing student data/information; technical writing skills to prepare reports; interpersonal skills to successfully interact with students, parents, teachers, administrators, community members and the entire stakeholder community; may require knowledge and competency in a second language.

KNOWLEDGE: Specific knowledge based competencies required to satisfactorily perform the functions of the job include: Adult and family basic education principles and methods; college admissions and record keeping requirements established by the District and external agencies; principles and practices for dealing with special needs of families from diverse socioeconomic and ethnic backgrounds; requires knowledge of community resources available to supplement services provided by the educational system; may require knowledge and competency in a second language.

ABILITY: Specific ability based competencies required to satisfactorily perform the functions of the job include: Independently perform all of the duties of the position efficiently and effectively; requires the ability to coordinate, advise and plan complex components of a student/parent advocate; requires the ability to learn, interpret, explain, and apply knowledge of District, State and Federal laws; the ability to acts as a liaison to a variety of District staff, parents and the public in a manner that reflects positively on the Department and the District; ability to learn District and State protocols, regulations and policies regarding students.

Work Environment

The usual and customary methods of performing the job's functions require the following physical demands: Generally the job requires 30% sitting, 35% walking, and 35% standing. This job is performed in a generally clean and healthy environment.

Experience: Prior experience working with students and families in a school setting is desirable, but not required

Education: Bachelor's Degree, Master's Degree and Pupil Personnel Services (PPS) Credential

Required Testing:

Certificates and Licenses

Clearances

FLSA Status

Not Rated

Approval Date

Salary Grade

Board Reference Material

SUBJECT TITLE: **Salary Schedule - Student Advocate Counselor**

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended that the Board approve the salary schedule to accompany the new job description for Student Advocate Counselor.

BACKGROUND INFORMATION:

The Student Advocate Counselor position salary schedule is aligned to the salary schedule for the Academic Counselor and Mental Health Counselor positions already in the district. The job duties are aligned to those of a counselor focusing on the mental wellness needs of students, which include working in small groups, identifying at-risk students, including families into the counseling equation and following-up with students over extended periods of time.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

ALTERNATIVES/IDENTIFIED OPPOSITION:

None at this time.

SPECIFIC FINANCIAL IMPACT: (Include Impact on School District Facilities)

ORIGINATOR: Tammie Calzadillas, Ed.D., Assistant Superintendent, Human Resources
Date: November 8, 2018

Los Banos Unified School District

Administrative Salary Schedule

2018-2019

Effective 7/1/18

POSITION	WORK DAYS	ANNUAL SALARY/STEP									
		1	2	3	4	5	10	15	20		
Counselor / Student Advocate- HS	200	\$76,408	\$79,571	\$82,730	\$85,890	\$87,546	\$89,275	\$91,059	\$92,871		
Counselor / Student Advocate- JH	200	\$75,795	\$79,002	\$82,213	\$85,420	\$87,128	\$88,867	\$90,651	\$92,464		
Mental Health Counselor	200	\$76,408	\$79,571	\$82,730	\$85,890	\$87,546	\$89,275	\$91,059	\$92,871		
Learning Director - JHS	200	\$96,496	\$99,756	\$103,020	\$106,277	\$109,538	\$111,736	\$113,977	\$116,261		
Learning Director - HS	200	\$97,277	\$100,473	\$103,668	\$106,863	\$110,060	\$112,251	\$114,493	\$116,778		
Psychologist	208	\$103,694	\$107,248	\$110,802	\$114,358	\$117,913	\$120,265	\$122,664	\$125,122		
Cred. School Nurse	208	\$103,694	\$107,248	\$110,802	\$114,358	\$117,913	\$120,265	\$122,664	\$125,122		
Asst Principal - Elem	200	\$98,825	\$102,084	\$105,345	\$108,601	\$111,859	\$114,093	\$116,369	\$118,691		
Asst Principal - JHS	210	\$104,585	\$108,697	\$112,709	\$116,920	\$121,035	\$123,457	\$125,934	\$128,453		
Asst Principal - HS	210	\$105,207	\$109,556	\$114,477	\$118,018	\$122,249	\$124,700	\$127,193	\$129,731		
Coordinator II	210	\$105,012	\$108,383	\$111,754	\$115,129	\$118,490	\$120,851	\$123,273	\$125,740		
Coordinator	220	\$110,012	\$113,540	\$117,071	\$120,603	\$124,130	\$126,618	\$129,142	\$131,727		
Principal - Alternative Ed	218	\$109,659	\$113,779	\$118,080	\$122,384	\$126,690	\$129,228	\$131,817	\$134,452		
Principal - Elementary	218	\$110,937	\$115,167	\$119,400	\$123,630	\$127,862	\$130,411	\$133,026	\$135,682		
Principal - JHS	218	\$115,097	\$119,249	\$123,401	\$127,556	\$131,706	\$134,348	\$137,043	\$139,780		
Principal - HS	225	\$121,974	\$126,512	\$131,052	\$135,596	\$140,137	\$142,937	\$145,794	\$148,710		
Director	225	\$124,354	\$128,510	\$132,664	\$136,822	\$140,977	\$143,797	\$146,674	\$151,104		
Area Administrator	225	\$128,709	\$133,004	\$137,512	\$142,188	\$147,037	\$149,973	\$154,509	\$156,046		
Asst Superintendent	225	\$133,151	\$137,673	\$142,197	\$146,722	\$151,245	\$154,265	\$157,359	\$160,508		

1. A \$500 stipend is granted for a Master's Degree, an additional \$500 is granted for both a Master's Degree and a Doctorate for a total of \$1000.
2. When a district employee is hired into a new administrative position with additional responsibility, the employee will be placed in the appropriate salary category on a step that provides up to a 5% increase in salary over their current step placement.
3. The longevity steps on the salary schedule represent a 2% increase between years, 5 and 10, 10 and 15, 15 and 20.
4. Guidelines for placement:
 - Employees on step 1 move to step 2
 - Employees on step 2 move to step 3
 - Employees on step 3 move to step 4
 - Employees on step 4 move step 5

Employees who have reached step 5 and who have been frozen for 5 years will move to step 10
Employees who have reached step 10 and who have been frozen for 5 years will move to step 15
Employees who have reached step 15 and who have been frozen for 5 years will move to step 20

5. Additional stipend of \$1500 for Principals who mentor new administrators as part of their Tier II program.
6. Language on this salary schedule shall supersede language from all previous salary schedules.

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF EDUCATION
October 4, 2018

Pacheco High
School community
Room

Mr. Parreira called the meeting to order at 5:30 P.M.

Call to Order

PRESENT: Mr. Areias, Ms. Benton, Mr. Martinez, Mr. Munoz, Mr. Parreira, Ms. Smith. Absent: Ms. Goin

Roll Call

The audience was led in the Pledge of Allegiance by Mr. Anthony Parreira

Pledge of
Allegiance

On motion by Member Munoz, seconded by Member Benton Trustees approved the agenda as submitted. Ayes: Areias, Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

Approval of
Agenda

No one came forward to speak.

Public Forum

The Superintendent along with members of Los Banos Unified School District Administration and Cabinet Staff presented a Governing Board Candidate Workshop.

Governing Board
Candidate
Workshop

The meeting was adjourned by Mr. Parreira at 6:35 P.M.

Adjournment

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT
MINUTES OF THE REGULAR MEETING
OF THE BOARD OF EDUCATION
October 11, 2018

City Hall
Council Chambers

Mr. Parreira called the meeting to order at 6:00 P.M.	Call to Order
PRESENT: Mr. Areias, Ms. Benton, Mr. Martinez (6:02), Mr. Munoz (6:01), Mr. Parreira, Ms. Smith. Absent: Ms. Goin.	Roll Call
A closed session was held at 6:00p.m. Student Discipline, Cases: #5519785, #5227829820 and #6158536514 (Action) Parental request for Early Graduation for a Pacheco/San Luis High School student (Action) Public Employee: Discipline/Dismissal/Release/Reassignment (Section 54957) (No Action) Leave Extension Request, classified employee (Section 54957) (Action) Conference with Labor Negotiator (Section 54957.6) Agency Negotiators: Tammie Calzadillas, Paul Enos, Don Laursen, Mark Marshall and Paula Mastrangelo; Employee Organization: LBTA (No action)	Closed Session
The regular meeting was opened by Mr. Parreira at 7:00 P.M.	Regular Meeting
The audience was led in the Pledge of Allegiance by Deo Brasil, Principal of Los Banos Junior High School.	Pledge of Allegiance
There was a correction to the agenda; on item D on the Consent Calendar there was a condensed version of the report that should have been included in the back up as opposed to the lengthy version submitted. On Item F under new business for Provisional Internship Permits, Carter-Mooneyham, Ahsley-Art Teacher Los Banos High School name was removed for recommendation. On a motion by Member Smith, seconded by Member Benton, Trustees approved the agenda as amended.	Approval of Agenda
There was No Public Comment	Public Forum
New Administrators to the District were introduced. Melanie Martinez, Learning Director from Creekside Junior High, Veronica Siemiller, Learning Director from Los Banos Junior High, Claudine Gutierrez and Matthew Rotondi, Learning Directors from Los Banos High School were introduced.	Recognition / Introductions
Los Banos High Student Representative to the Board, Celeste Gobeia Salvatier, reported on the many activities at Los Banos and Pacheco High Schools.	Student Report
No Report	LBTA Report
Lisa Souza, CSEA President gave her report and stated that in the nine months since she has been president, she has attended Chapter Leadership Trainings, Negotiating Team trainings as well as Area E Building Bridges workshops. Lisa stated that she learned the most about collaborating from the CA Labor Management Team training this summer. She said that she appreciated the Districts willingness to work as a team. She stated that we have nine classified employees that have over 30 years of service each for a combined total of 262 years.	CSEA Report

Dr. Marshall attended the City of Los Banos Senior Fair and after the luncheon he helped call Bingo. He attended the Merced County Educator of the Year Celebration where Los Banos High School Teacher Sonia Falaschi and Creekside Junior High Administrative Secretary, Tina Marie Sanchez were recognized. Dr. Marshall attended the first annual Young Men's Conference in Livingston that was sponsored by the Livingston Rotary Club. The secondary schools each sent a delegation of young men to attend. He attended Pacheco High School's Culinary Program "Open Kitchen" event and remarked about what a great job the class does. He stated that he also attended the Pacheco High School Ag Barn ground breaking ceremony. He also attended the Business 2 Business Networking Event that was held at the Los Banos Community Center. Dr. Marshall attended a two day workshop with other District Administration and Teachers sponsored by California Ed Partners in Burbank. He invited everyone in attendance to attend the First Community Café that will be held on October 25th at Creekside Junior High.

Superintendent's
Report

Mr. Tom Worthy, Director of Facilities, Maintenance and Transportation, came forward and provided an update on facility projects.

Facilities Report

Ms. Smith stated that she attended the Teacher of the Year award ceremony in Merced. She gave thanks to Sherry Housley for inviting her to review the safety plan. She participated in the Wellness Committee meeting and is working with the committee on reviewing and updating the old policy. She stated that she was invited to participate as a community member from the Hospital. The Focus is on Dietary Nutrition information. She thanked Brianna Cesar for selling her a ticket for the PHS Ag Rib Dinner fundraiser and remarked on how good it was. She thanked Dr. Marshall for helping to make her a better board member by providing opportunities for trainings and workshops. She liked the focus of working cohesively as a board. She announced that the Memorial Hospital Los Banos would be providing free flu shots on October 16th and 30th in the parking lot of the hospital from 8:00 a.m. to 6:00 p.m. Mr. Martinez stated that he read to the 1st grade students at Lorena Falasco and always enjoys it. He attended the in house board member training that was provided by Dr. Marshall. He attended the Pacheco High School College Fair. He also stated he has been hard at work on his reelection campaign. Ms. Benton said that she read the book "Dot" to students at Lorena Falasco Elementary. She attended Open Kitchen hosted by the Culinary Arts class at Pacheco High School. She commended teacher Lisa Rozenelli on the program. She also attended the groundbreaking for the Pacheco Ag Barn and said completion of the project is slated for mid-January. She shared that the Merced Jr. College Los Banos Campus was offering a welding program that would result in a certification at the end of the 18 week course. She said this could be a great advantage for students looking to work in this field and that they no longer would have to go out of town to get their certificate. She said that Century 21 was collecting canned goods/non perishable food items for Henry Millers "Feed the Need" program and encouraged others to participate as well. Henry Miller is also having a Halloween costume drive and encouraged everyone that could, to donate. She also stated that she is still awaiting the installation and activation of the HAWK system at the intersection of 11th Street and Pacheco Blvd. She wished all who celebrated Halloween to have a safe one. The new estimated time for completion is by the end of October. Mr. Munoz thanked Lorena Falasco Elementary teacher, Mrs. King for inviting him to read "Dot". He attended the Parenting Partner Workshops at Westside Union Elementary and commended Principal, Mr. McColloch on his

Trustee Reports

implementation of the program. He received great feedback from parents attending stating that the workshops helped them better communicate with their children at home. He attended the Pacheco High Open Kitchen and that the food was excellent.. He also attended Pacheco Ag Barn groundbreaking. He met with Dan Martin at the TK center and was invited to observe Mrs. Beam and Mrs. Sandoval's classrooms. He will be helping chaperone Mrs. Ritchie's second grade class at LBE on a field trip to the Gallo Center in Modesto to see a play. Mr. Areias attended the Pacheco High School College Fair he said that there was a lot of information that students had access to. He said that there were 75-80 8th graders that attended the event as well. He has been attending Freshman Girls Volleyball Games as his granddaughter is on the team and said that Los Banos High School was currently undefeated. He was going to attend Charleston Elementary's Ag Day on October 12th. He encouraged everyone to attend the School Board Candidate Forum on October 18th at Merced College Los Banos Campus at 5:30. He also said that the State still owed the District 35.8 million dollars. Mr. Parreira read "Dot" at Lorena Falasco Elementary. He attended the Pacheco Culinary Class Open Kitchen, Ag Facility ground breaking and the Pacheco High College Fair. He stated that in addition colleges at the fair, there were also representatives from the Armed Forces, Art colleges, Beauty colleges and other alternatives forms of higher education. He also talked about the welding program at Merced College Los Banos Campus and how students currently taking welding at the High School level could get credit toward the Merced College program.. He gave an explanation on how a HAWK light system works and encouraged everyone to "Google" it.

Dr. Marshall and MCOE Assistant Superintendent, John Magneson shared the official results from the Spring 2018 administration of the Smarter Balanced Assessment Consortium (SBAC) through the California Assessment of Student Performance and Progress (CAASPP) System.	CAASP Scores
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Dan Martin, Coordinator of Child Welfare and City of Los Banos Police Commander Ray Reyna gave a presentation about the trainings and steps taken to make our schools safer.	School Safety Initiative
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Nancy Velador, District English Language and Family Services Coordinator along with DELAC President Angelica Jimenez and Vice President Amanda Ruiz shared information regarding their support and the progress made using Imagine Learning in Elementary and Secondary grades. A brief presentation was given by Jason Arias from Imagine Learning.	Imagine Learning
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Nancy Velador, District English Language and Family Services Coordinator, stated that she would be asking for Board approval in March 2019 to amend the EL Master Plan so that it would be in alignment with the California EL Roadmap Policy. (No action)	Amend 2018-19 el EL Master Plan
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On motion of Member Munoz seconded by Member Benton, Trustees appointed Rhonda Sinker and Jennika Uribe as members of the Citizens Oversight Committee. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.	Appointment of COC Members
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On motion by Member Areias, seconded by Member Smith, Trustees approved Provisional Internship Permits for the following teachers: Mallonee, Cody – Mathematics Teacher, Foundational Math – CS Junior High School; Silveira,	PIPS
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Brooke – Elementary Teacher – RM Elementary. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

On motion by Member Areias, seconded by Member Martinez, Trustees approved the Consent Calendar as amended. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.

CONSENT
CALENDAR

Trustees approved minutes of the: Regular Meeting, September 13, 2018 and the Special Meeting, held on September 18, 2018.

Minutes

Certificated Report: New Hires: Carter-Mooneyham, Ashley- Art Teacher, LBHS – effective 9/19/2018 Gutknecht, Eileen – Elementary Mental Health Counselor, District Wide – 10/1/2018 Extra Duty Appointments: **Chauncey Lee**-Asst. Frosh Football Coach-PHS; **Esteban Mendoza**-Asst. Wrestling Coach-LBHS; **Amanda Guerrero**-Head JV Spirit Team Advisor-LBHS; **Shirley Brand**-Winter Guard-CJHS; **Jose Castro II**-Head Varsity Wrestling Coach-LBHS; **Ralph Apodaca**-Head Basketball Coach, JHS, 7th Grade Girls-LBJH; **Andrew E. Long**-Varsity Tennis Coach, Girls-PHS; **Wendell Wright**-Asst. FROSH Football Coach-PHS; **Marc Heguy**-Head Soccer Coach, HS Girls-LBHS; **Micah Costello**-Asst. Football Coach-Varsity-PHS; **Taya McCoy**-Winter Percussion, JHS-CJHS and Asst. Band Director-LBHS;

Personnel Actions

Classified Report: New Hires: Gargano, Mari – WUES, Paraprofessional (4.0 Hrs) Jackson, Ann – LFE, Paraprofessional (5.0 Hrs); Appointments: Aaron, Christina – LFE, Paraprofessional (5.0 Hrs) Koehler, Katie – TK, Paraprofessional (4.5 Hrs) Salaz, Avelina – TK, Paraprofessional (4.0 Hrs); Promotional: De La Torre Navarro, Emilia, LBE, Office Assistant (8.0 Hrs) Herrera, Brittany – LBE, Paraprofessional (4.5 Hrs) Jimenez, Richard – MA, Groundskeeper (8.0 Hrs) Kamoku, Thomas – MA, Groundskeeper (8.0 Hrs) Marcella, Melanie – DO, Fiscal Analyst (8.0 Hrs), Medrano, Lupe – LBHS, Accounting Assistant (8.0 Hrs) Partida, Veronica – DO, Accounting Technician (8.0 Hrs) Retired: Anzaldo, Kathleen – RME, Paraprofessional – Effective 9/21/2018

Trustees approved the list of certificated staff to advance horizontally on the certificated salary schedule for the 2018-19 school year.

Certificated
Advancement

The monthly Fiscal Report was submitted for Board information.

Fiscal Report

The annual report of fees collected, interest earned and expenditures for the fiscal year was submitted.

Community
Facilities District
#2 Annual Report

The annual Developer Fee report was submitted for Board information.

Developer Fees

Trustees approved payment to the Merced County School Board Association for the 2018-2019 dues.

MCSBA Dues

Trustees approved payment to the Merced County P-16 Education and Community Council Dues for 2018-19.

Merced County
P-16 Education
and Community
Council Dues

Trustees approved the third quarter Williams Complaint Summary as submitted.	Williams Complaint Summary
Trustees approved the updated list of student organizations/clubs for 2018-19 at Los Banos High School, Pacheco High School, Los Banos Junior High School and Creekside Junior High School.	Annual Student Organizations & Club Review
Trustees approved the following agreements/proposals: Agreement,e.LocalLink-Video services as part of the Merced County Project; Agreement, Stanislaus Academy 18-19; Agreement, Creative Alternatives 18-19; Agreement, Professional Tutors of America (Page 175)	Agreements/ Contracts
Trustees approved the following overnight/out-of-state travel :PHS Physical Education Teachers, Tennessee Oct 12-15; LBJH MESA Students/Advisor November 19-21 College Tour, March 25-29 Catalina Island Marine Institute ; LBE Teacher - June 21-24 Teach your Heart Out, FL/Bahamas; WUES Teachers – June 21-24 Teach your Heart Out, FL/Bahamas.	Travel
Trustees declared specified electronic equipment as obsolete and authorized disposal in accordance with Board Policy #3270.	Disposal of Obsolete Equipment
Trustees approved the warrants for payment.	Warrants
On motion by Member Areias seconded by Member Smith, Trustees expelled student case #5227829820, #5519787, and #6158536514 for remainder of the school year 2018-19. Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0 Absent: Goin. Motion carried.	Reporting Closed Session
On Motion by Member Martinez seconded by Member Areias, Trustees approved the Parental request for Early Graduation for a Pacheco/San Luis High School student # Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.	
On Motion by Member Areia seconded by Member Benton, Trustees approved the Leave Extension Request, classified employee (Section 54957) Ayes: Areias; Benton, Martinez, Munoz, Parreira, Smith; Noes: 0; Absent: Goin. Motion carried.	
Member Areias asked that the District look into possibly bringing back the GATE program as an afterschool offering.	Future Agenda Items
The meeting was adjourned at 8:30 p.m. by Mr. Parriera in memory of Patricia Arroyo-Lopez, retired long time educator of Los Banos Unified who recently passed away.	Adjournment

SECRETARY

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

REPORT OF CERTIFICATED EMPLOYMENT FOR BOARD APPROVAL – November 8, 2018

Tammie Calzadillas, Assistant Superintendent

APPOINTMENT:

Luduevena De Fernandez, Maria – Counselor, Los Banos Junior High School – effective 10/22/2018

RESIGNED

NONE

EXTRA DUTY

APPOINTMENTS:

Shellbey Cotta-Head Basketball Coach, 7th grade girls-CJHS; **Peter Costello**-Head JV Basketball Coach, Girls-PHS and Head Softball Coach, 7th Grade - CJHS; **Bernardo V. Trevino**- Head JV Soccer Coach, Girls-LBHS; **Christopher Helbling IV** – Choral Director, HS-PHS; **Marianna Garcia**-Head FROSH Spirit Team Advisor-PHS; **Shane Rogers** – Asst. Basketball Coach, JHS 7th Grade Boys-LBJHS and Asst. Baseball Coach, JHS 7th Grade – LBJHS; **Erica Franco** – Head Softball Coach, JHS, 8th Grade-LBJHS and Asst. Soccer Coach, JHS-LBJHS and Head Basketball Coach, JHS, 8th Grade Girls; **Barry Reardon**-Decathlon Coach-LBHS; **Earnest Willhite**- Asst. Track Coach-LBHS and Head FROSH Basketball Coach, Girls-LBHS; **Charles Pikas Jr.** – Head Varsity Softball Coach-PHS; **DeMond Thomas**-Head Varsity Basketball Coach , Girls –PHS; **Kelly Todd** – Asst. Basketball Coach, 8th Grade Girls-CJHS; **Manuel Rico**-Asst. Wrestling Coach, HS-LBHS; **Lorinda Sanchez**-Head Varsity Basketball Coach, Girls-LBHS; **Gonzalo Rodriguez**-Head JV Basketball Coach, Boys-LBHS; **Jordan Macias** – Asst. Wrestling Coach, HS-PHS;

RESIGNED

NONE

LOS BANOS UNIFIED SCHOOL DISTRICT

DIVISION OF HUMAN RESOURCES

REPORT OF CLASSIFIED EMPLOYMENT FOR BOARD APPROVAL – November 8, 2018

Tammie Calzadillas, Assistant Superintendent

New Hires:

Bondi Antonetti, Dianne – TK, Paraprofessional (4.0 Hrs)
Fernandes, Bailey – TK Center, Paraprofessional (4.5 Hrs)
Gargano, Katie – FS, Child Nutrition Worker (1.5 Hrs)
Gonzales, Maribel – TK, Paraprofessional (4.5 Hrs)
Magana, Ana – FS, Child Nutrition Worker (1.5 Hrs)
Ortiz, Cabrina – FS, Child Nutrition Worker (1.5 Hrs)
Staats, Ada – FS, Child Nutrition Worker (1.5 Hrs)

Appointments:

Promotional:

Arambel, Kelly – RME, Head Custodian (8.0 Hrs)
Delgado, Alva – TK, Paraprofessional (4.5 Hrs)
Garcia, Michael – MSE, Custodian (8.0 Hrs)
Jimenez, Vanessa – FS, Child Nutrition Worker (7.0 Hrs)
Lemos, Michael – PHS, Campus Security (8.0 Hrs)
Lisotto, Deborah – WUES, Administrative Secretary (8.0 Hrs)
Olivares, Nancy – LBHS, Secretary
Young, Kasondra – DO, Accounting Specialist (8.0 Hrs)

Retired:

Termination:

Resigned:

Zepeda, Martha– Pre-School, Paraprofessional – Effective 10/31/2018

Leave of Absence:

Board Reference Material

SUBJECT TITLE: **Monthly Fiscal Report**

REQUESTED ACTION: None—report only

Action_____

Discussion/Information___X___

RECOMMENDATION:

The attached reports are provided for informational purposes only.

BACKGROUND INFORMATION:

- Board Financial Summary Report, General Fund
- Enrollment Graphs
- Developer Fee Collection Report (summary only)

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

N/A

ORIGINATOR: Amer Iqbal, Director of Fiscal Services
Date: November 8, 2018

UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
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REVENUE DETAIL

REVENUE LIMIT SOURCES :	113,778,785.00		113,778,785.00	28,446,427.91	85,332,357.09	25.00
FEDERAL REVENUES :	5,487,500.00	4,649,588.00	10,137,088.00	1,565,241.36	8,571,846.64	15.44
OTHER STATE REVENUES :	15,200,891.00	1,168,467.00	16,369,358.00	3,302,718.85	13,066,639.15	20.17
OTHER LOCAL REVENUES :	851,802.00	325,804.00	1,177,606.00	380,515.48	797,090.52	32.31
* TOTAL YEAR TO DATE REVENUES	* * 135,318,978.00 *	6,143,859.00 *	141,462,837.00 *	33,694,903.60 *	107,767,933.40 *	23.81

EXPENDITURE DETAIL

CERTIFICATED SALARIES :	52,793,069.00	8,760,074.00-	44,032,995.00	16,608,506.88	27,424,488.12	37.71
CLASSIFIED SALARIES :	17,485,493.00	532,734.00	18,018,227.00	6,007,742.37	12,010,484.63	33.34
EMPLOYEE BENEFITS :	37,719,861.00	468,893.00	38,188,754.00	10,301,816.86	27,886,937.14	26.97
BOOKS AND SUPPLIES :	10,575,960.00	4,115,712.33	14,691,672.33	1,780,217.03	12,911,455.30	12.11
SERVICES, OTHER OPER. EXPENSE:	8,604,900.00	2,187,064.20	10,791,964.20	4,004,160.64	6,787,803.56	37.10
CAPITAL OUTLAY :	1,912,000.00	241,921.00	2,153,921.00	711,235.76	1,442,685.24	33.02
OTHER OUTGOING :	1,730,000.00	11,000.00-	1,719,000.00	426,911.00	1,292,089.00	24.83
DIRECT SUPPORT/INDIRECT COSTS:	351,742.00-		351,742.00-	.00	351,742.00-	0.00
PRIOR YEAR EXPENDITURE :	987,288.00		987,288.00	611,394.98	375,893.02	61.92
* TOTAL YEAR TO DATE EXPENDITURES	* * 131,456,829.00 *	1,224,749.47 *	130,232,079.53 *	40,451,985.52 *	89,780,094.01 *	31.06

OTHER FINANCING SOURCES (USES)

INTERFUND TRANSFERS - OUT :	3,515,000.00-		3,515,000.00-	.00	3,515,000.00-	0.00
CONTRIB.- RESTRICTED PROGRAMS:	.00		.00	.00	.00	NO BDGT
* TOTAL YEAR TO DATE OTHER FINANCING	* 3,515,000.00-*	.00 *	3,515,000.00-*	.00 *	3,515,000.00-*	0.00

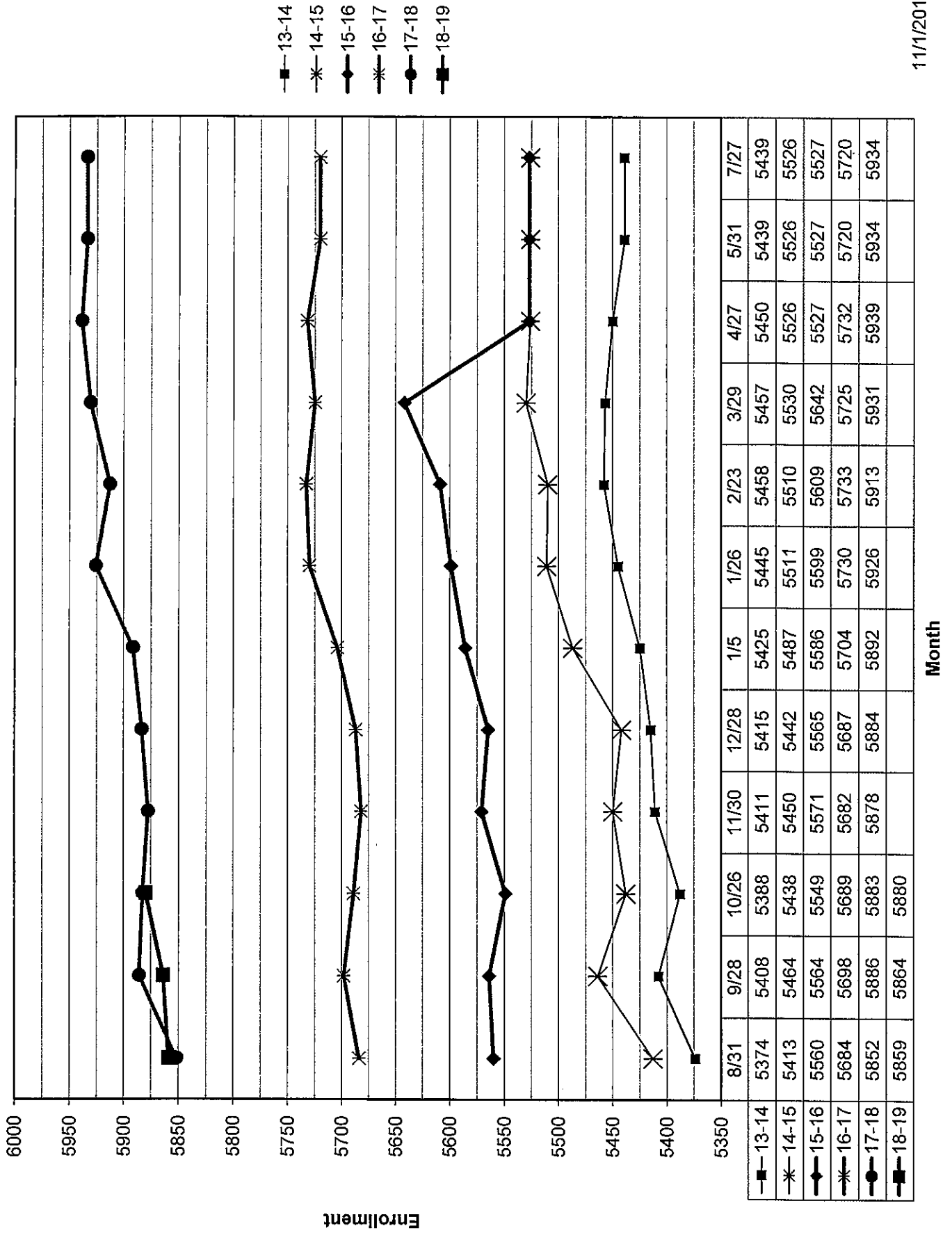
UNRESTRICTED/RESTRICTED COMBINED

FUND: 01 GENERAL FUND/COUNTY SSF

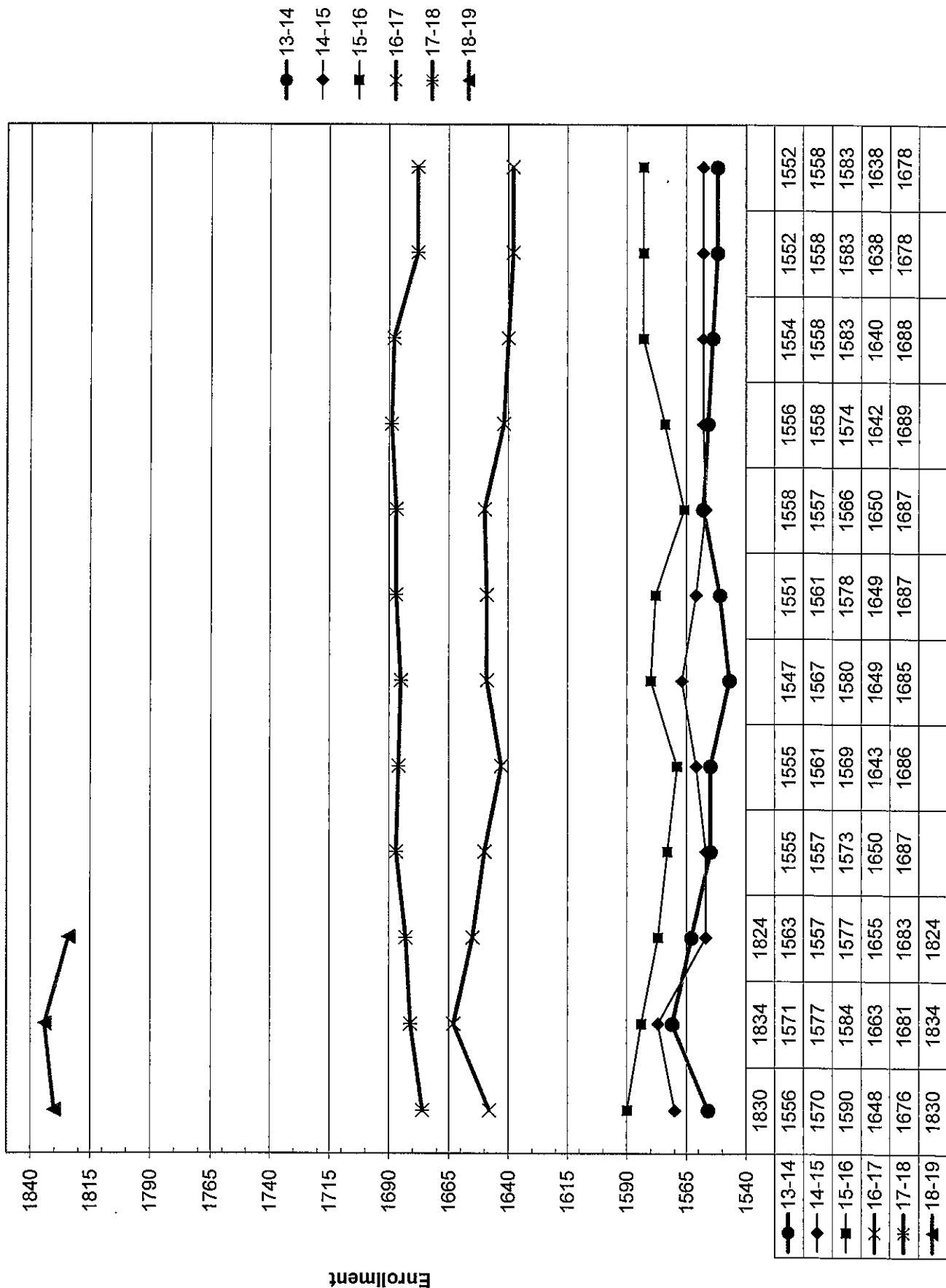
OBJECT NUMBER	DESCRIPTION	BEGINNING BALANCE	YEAR TO DATE ACTIVITY	ENDING BALANCE
FUND RECONCILIATION				
ASSETS AND LIABILITIES :				
9110	CASH IN COUNTY TREASURY	21,505,129.16	9,882,389.40-	11,622,739.76
9130	REVOLVING CASH ACCOUNT	25,000.00	200.00	25,200.00
9135	CASH W/ FISCAL AGENT		31.24-	31.24-
9210	ACCOUNTS RECEIVABLE PRIOR YEAR	1,826,141.05	691,785.16-	1,134,355.89
9310	DUE FROM OTHER FUNDS	380,245.66	682,139.55-	301,893.89-
9340	OTHER CURRENT ASSETS	2,250.00	.00	2,250.00
9509	ACCOUNTS PAYABLE SET UP		20,695.30-	20,695.30-
9510	ACCOUNTS PAYABLE CURRENT LIAB	2,370,788.03-	1,804,609.67	566,178.36-
9522	STRS REF EXCESS CONTRIBUTION	863.90-	360.06-	1,223.96-
9550	USE TAX LIABILITY	4,052.00	30,810.25-	26,758.25-
9553	REPAY	996.83-	717.19-	1,714.02-
9554	INSURANCE		882,755.65	882,755.65
9555	125 DEP CARE & MED REIMBURSE		1,000.00-	1,000.00-
9556	MISC DISTRICT VOL-DEDS (1)		76,324.82-	76,324.82-
9564	RETIREE LIABILITY	99,766.31-	11,211.46-	110,977.77-
9567	INSURANCE MISCELLANEOUS		97,819.98-	97,819.98-
9610	DUE TO OTHER FUNDS	17,827.46-	18,265.99	438.53
9650	UNEARNED (DEFERRED) REVENUE	2,032,371.18-	2,032,371.18	.00
* NET YEAR TO DATE FUND BALANCE * *		19,220,204.16 *	6,757,081.92-*	12,463,122.24 *
* EXCESS REVENUES/(EXPENDITURES) * *		19,220,204.16 *	6,757,081.92-*	12,463,122.24 *

OBJECT NUMBER	DESCRIPTION	ADOPTED BUDGET	BUDGET ADJUSTMENTS	CURRENT BUDGET	INCOME/ EXPENSE	BUDGET BALANCE	BUDGET % USED
REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
A.	REVENUES	135,318,978.00	6,143,859.00	141,462,837.00	33,694,903.60	107,767,933.40	23.81
B.	EXPENDITURES	131,456,829.00	1,224,749.47-	130,232,079.53	40,451,985.52	89,780,094.01	31.06
C.	EXCESS REVENUES (EXPENDITURES)	3,862,149.00	7,368,608.47	11,230,757.47	6,757,081.92-	17,987,839.39	0.00
D.	OTHER FINANCING SOURCES (USES)	3,515,000.00-	.00	3,515,000.00-	.00	3,515,000.00-	0.00
E.	NET CHANGE IN FUND BALANCE	347,149.00	7,368,608.47	7,715,757.47	6,757,081.92-	14,472,839.39	0.00
F. FUND BALANCE :							
	BEGINNING BALANCE (9791)	.00	.00	.00	.00	.00	NO BDGT
	AUDIT ADJUSTMENTS (9793)	.00	.00	.00	.00	.00	NO BDGT
	OTHER RESTATEMENTS (9795)	.00	.00	.00	.00	.00	NO BDGT
	ADJUSTED BEGINNING BALANCE	.00	.00	.00	.00	.00	NO BDGT
G.	ENDING BALANCE	347,149.00	7,368,608.47	7,715,757.47	6,757,081.92-	14,472,839.39	0.00

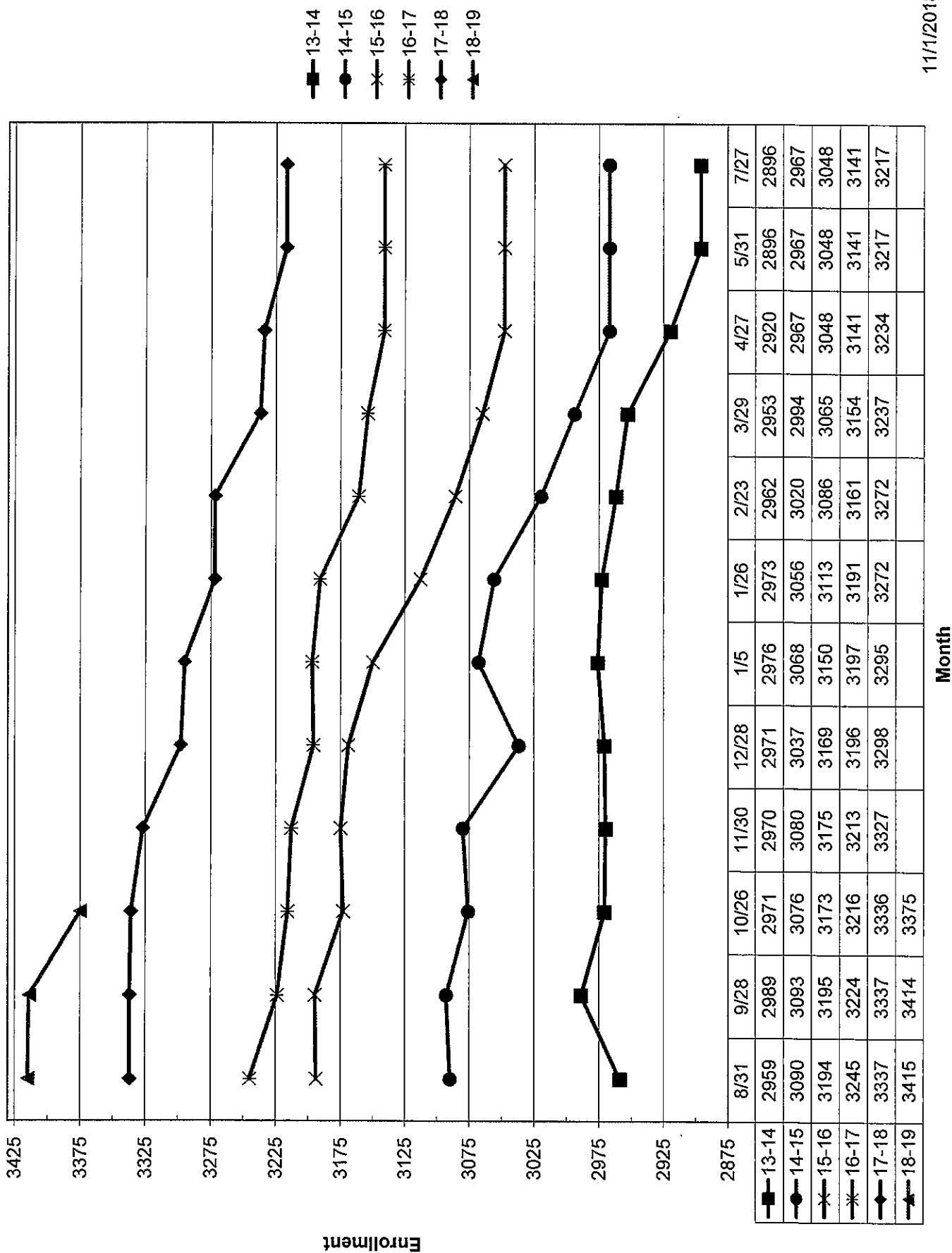
K-6 Enrollment (including SDC) by Month



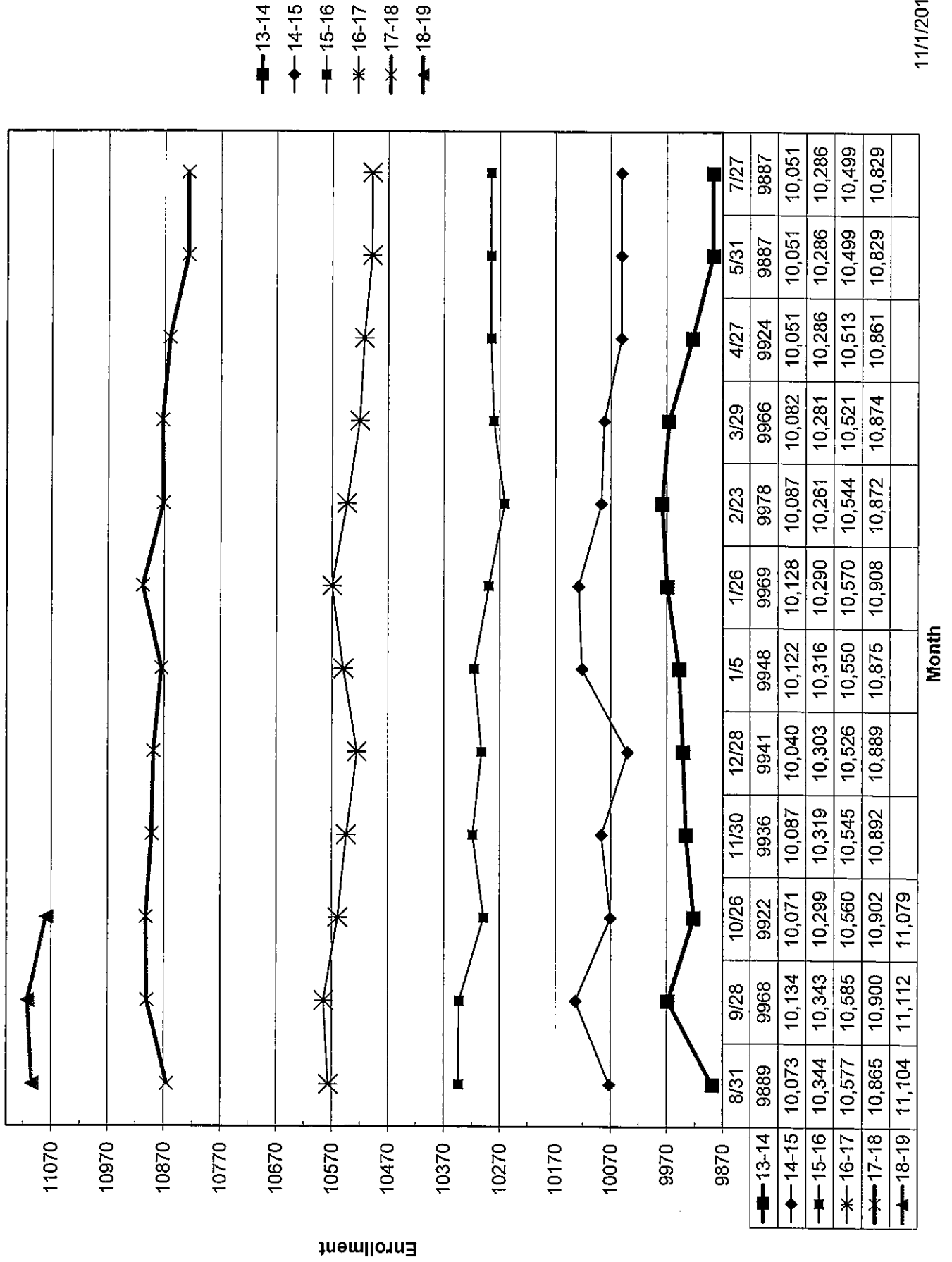
7-8 Enrollment (including SDC)



9-12 Enrollment (including SDC)



K-12 Enrollment (including SDC) by Month



Los Banos Unified School District
2018-2019 Developer Fees

	2015-16	Monthly %	Cumulative %	2016-17	Monthly %	Cumulative %	2017-18	Monthly %	Cumulative %	2018-19	Monthly %	Cumulative %
JUL	\$109,941.25	7.48%	7.48%	\$5,731.20	0.25%	0.25%	\$274,657.79	8.01%	8.01%	\$308,497.57	39.11%	39.11%
AUG	\$105,310.08	7.17%	14.65%	\$26,649.18	1.16%	1.41%	\$208,796.85	6.09%	14.10%	\$281,495.00	35.69%	74.80%
SEP	\$37,320.27	2.54%	17.19%	\$47,479.74	2.07%	3.48%	\$275,404.32	8.03%	22.13%	\$117,000.08	14.83%	89.63%
OCT	\$19,825.11	1.35%	18.54%	\$51,686.41	2.25%	5.74%	\$218,715.47	6.38%	28.50%	\$81,812.41	10.37%	100.00%
NOV	\$28,945.89	1.97%	20.51%	\$186,628.12	8.14%	13.88%	\$197,943.82	5.77%	34.28%		0.00%	100.00%
DEC	\$82,174.85	5.59%	26.11%	\$60,503.79	2.64%	16.51%	\$217,111.35	6.33%	40.61%		0.00%	100.00%
JAN		0.00%	26.11%	\$365,848.48	15.95%	32.47%	\$635,341.43	18.53%	59.13%		0.00%	100.00%
FEB	\$61,428.06	4.18%	30.29%	\$273,114.28	11.91%	44.38%	\$247,502.17	7.22%	66.35%		0.00%	100.00%
MAR	\$111,836.09	7.61%	37.90%	\$165,196.51	7.20%	51.58%	\$66,820.53	1.95%	68.30%		0.00%	100.00%
APR	\$304,266.24	20.71%	58.61%	\$145,515.82	6.35%	57.93%	\$278,641.73	8.12%	76.42%		0.00%	100.00%
MAY	\$436,037.69	29.68%	88.29%	\$787,362.62	34.34%	92.27%	\$549,872.46	16.03%	92.45%		0.00%	100.00%
JUN	\$171,996.03	11.71%	100.00%	\$177,319.04	7.73%	100.00%	\$258,832.61	7.55%	100.00%		0.00%	100.00%
TOTAL	\$1,469,081.56	100.00%	100.00%	\$2,293,035.19	100.00%	100.00%	\$3,429,640.53	100.00%	100.00%	\$788,805.06	100.00%	100.00%

Board Reference Material

SUBJECT TITLE: County Treasurer's Quarterly Investment Report

REQUESTED ACTION: None—Report only

Action_____

Discussion/Information___X___

RECOMMENDATION:

The Board is asked to review the County Treasurer's Quarterly Investment Report for the period ending September 30, 2018. A copy of the report is attached.

BACKGROUND INFORMATION:

Government Code Section 53646 requires the chief fiscal officer to prepare a quarterly report of the district's investments for the Superintendent and Board. However, if the district places all of its investments with the County Treasury, Local Agency Investment Fund or in FDIC-insured accounts, the chief fiscal officer may supply the statements or reports from these agencies as opposed to preparing a report. Since all of our District's funds are with the County Treasury, the Merced County Treasurer-Tax Collector's Quarterly Investment Report for the quarter ending September 30, 2018 is provided for your review.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include impact on School District Facilities):

N/A

ORIGINATOR: Amer Iqbal, Director, Fiscal Services
Date: November 8, 2018

Merced County

Investment

Merced County is a beautiful area with a rich history and a vibrant future. The county is home to some of the most scenic views in the state, including the Merced River and the Sierra Nevada mountains. The county is also home to a diverse population of people, including many who have moved here for the quality of life and the natural beauty. The county is a great place to live, work, and play. The county is a great place to invest.

Merced County is a beautiful area with a rich history and a vibrant future. The county is home to some of the most scenic views in the state, including the Merced River and the Sierra Nevada mountains. The county is also home to a diverse population of people, including many who have moved here for the quality of life and the natural beauty. The county is a great place to live, work, and play. The county is a great place to invest.

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Report of Quarter Ending September 30, 2018

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Karen D. Adams, CPA
Treasurer-Tax Collector

2222 'M' Street
Merced, CA 95340
(209) 385-7307
(209) 725-3805 (Fax)
www.mercedtaxcollector.org

PORTFOLIO REVIEW

for the Quarter Ending September 30, 2018

Portfolio Composition:

Book Value of Assets Held	\$858,929,444
Market Value of Assets Held	\$851,033,693
Assets Maturing Within 90 Days	\$236,994,963
Percentage of Market to Book Value	99.08%
Weighted Average Maturity	459 days

Return on Assets:

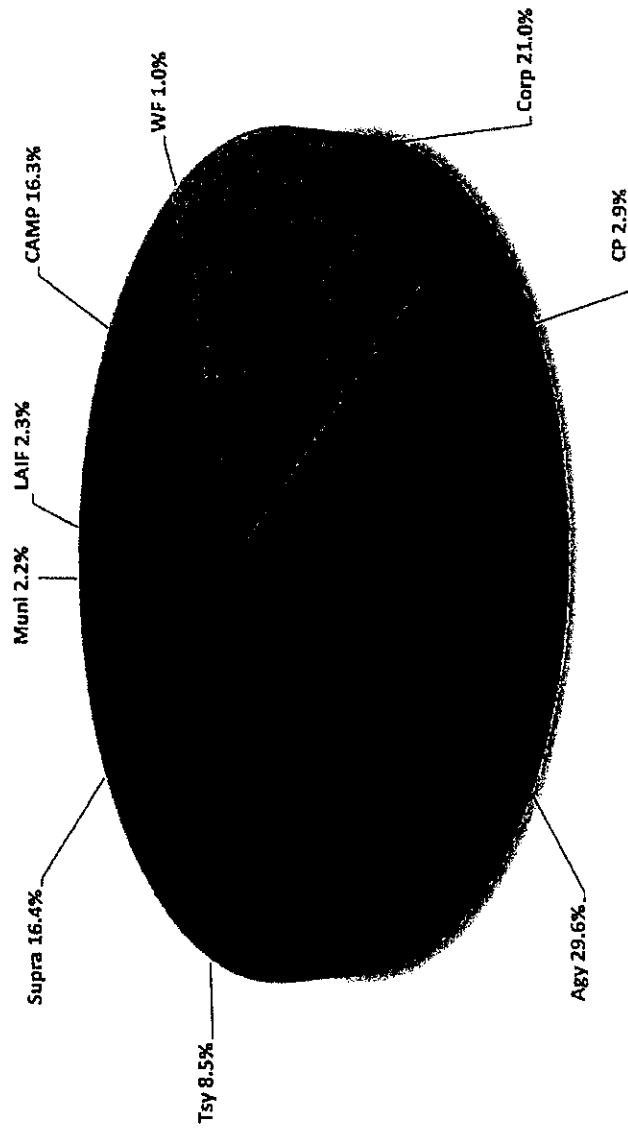
Total Earnings Quarter Ended	\$3,961,615
Total Earnings Fiscal YTD	\$3,961,615
Rate of Return QTR	1.87%
Rate of Return Fiscal YTD	1.87%

The entire portfolio is in Full Compliance with the Investment Policy and California Government Code.

Investment Pool
Allocation by Security Types
September 30, 2018

SECTOR	9/30/2018	6/30/2018	% Chng
LAIF	2.34%	2.20%	0.14%
CAMP	16.25%	16.91%	-0.66%
Wells Fargo Account	0.95%	0.40%	0.55%
Corporate Bonds	20.97%	18.96%	2.01%
Commercial Paper	2.89%	9.20%	-6.31%
Federal Agency	29.56%	27.07%	2.49%
U. S. Treasuries	8.46%	8.44%	0.02%
Supranational	16.39%	14.77%	1.62%
Municipal Securities	2.19%	2.05%	0.14%
Total	100.00%	100.00%	

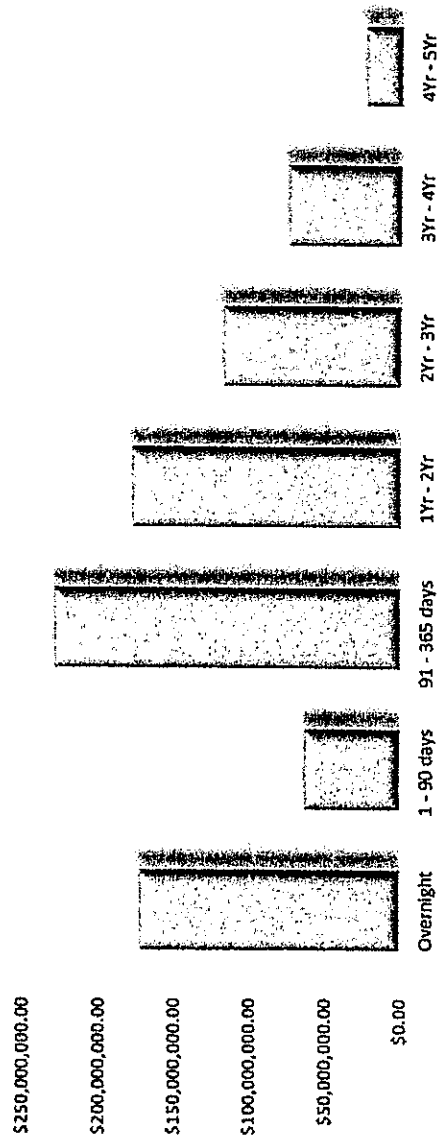
SECTOR	9/30/2018	6/30/2018
LAIF	\$20,109,721.47	\$20,109,721.47
CAMP	139,527,971.50	155,497,568.68
Wells Fargo Account	8,172,270.08	3,694,648.46
Corporate Bonds	180,133,914.53	174,267,512.74
Commercial Paper	24,831,934.24	84,565,805.09
Federal Agency	253,892,880.43	248,793,744.24
U. S. Treasuries	72,640,834.84	77,583,660.57
Supranational	140,734,703.10	135,778,666.68
Municipal Securities	18,839,049.77	18,848,296.54
Total	\$858,883,279.96	\$919,139,624.47



Investment Pool
Distribution by Maturity
September 30, 2018

Maturity	Par Amount
Overnight	\$172,809,963.05
1 - 90 days	64,185,000.00
91 - 365 days	230,509,000.00
1Yr - 2Yr	178,995,000.00
2Yr - 3Yr	119,000,000.00
3Yr - 4Yr	75,650,000.00
4Yr - 5Yr	25,000,000.00
	\$866,148,963.05

Distribution By Maturity Dollars



Distribution By Maturity Percentages



Maturity	% Amount
Overnight	20.00%
1 - 90 days	7.43%
91 - 365 days	26.64%
1Yr - 2Yr	20.68%
2Yr - 3Yr	13.67%
3Yr - 4Yr	8.71%
4Yr - 5Yr	2.86%
	100.00%



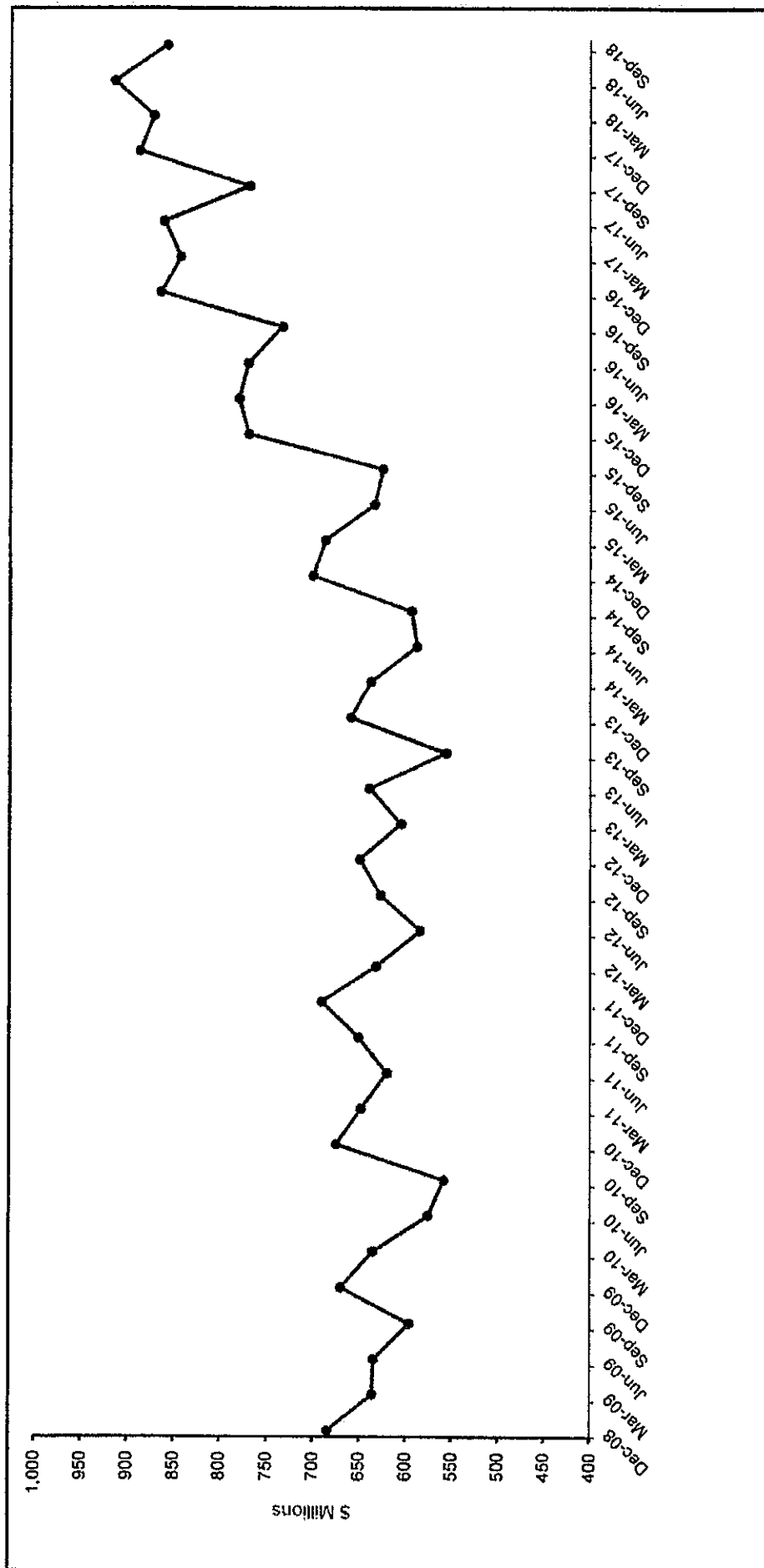
MERCED COUNTY TREASURY

Summary by Type
September 30, 2018

SECURITY TYPE	NUMBER OF INVESTMENTS	PAR VALUE	BOOK VALUE	Percent of Portfolio	*COMPLIANCE % ALLOWED	MEET Compliance
Treasury Coupon Securities	16	73,025,000.00	72,640,834.84	8.46%	30.00%	YES
Federal Agency Coupon Securities	48	254,545,000.00	253,892,880.43	29.56%	75.00%	YES
Supranationals - IBRD, IFC, IADB	27	141,220,000.00	140,734,703.10	16.39%	30.00%	YES
Medium Term Notes	35	180,784,000.00	180,133,914.53	20.97%	30.00%	YES
Municipal Bonds	6	18,765,000.00	18,839,049.77	2.19%	75.00%	YES
Commercial Paper	1	25,000,000.00	24,831,934.24	2.89%	30.00%	YES
LAIF	2	20,109,721.47	20,109,721.47	2.34%	25.00%	YES
Managed Pool Accounts	4	147,700,241.58	147,700,241.58	17.20%	25.00%	YES
	139	861,148,963.05	858,883,279.96	100.00%		

* Compliance percentage is calculated at the time the investment is purchased, as percentages change daily due to fluctuating amounts in overnight accounts.

Investment Pool
Historic Quarter End Book Values
FY 2009 to 2019



Fiscal Year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Sept	\$596	\$558	\$651	\$627	\$556	\$594	\$625	\$734	\$734	\$769	\$859
Dec	\$670	\$675	\$691	\$650	\$659	\$701	\$770	\$866	\$866	\$889	
Mar	\$635	\$648	\$632	\$605	\$638	\$687	\$780	\$844	\$844	\$873	
June	\$576	\$620	\$584	\$639	\$588	\$634	\$771	\$862	\$862	\$915	

Investment Pool
Portfolio Review of Five Quarters

Quarter Ending	Sept. 30, 2018	June 30, 2018	Mar. 31, 2018	Dec. 31, 2017	Sept. 30, 2017
Portfolio Composition:					
Book Value of Assets Held	\$ 858,929,444	\$ 915,444,976	\$ 873,309,300	\$ 888,692,741	\$ 768,827,203
Market Value of Assets Held	\$ 851,033,693	\$ 907,952,142	\$ 866,300,240	\$ 884,505,391	\$ 767,575,959
Assets Maturing Within 90 Days	\$ 236,994,963	\$ 263,111,938	\$ 212,945,547	\$ 259,164,925	\$ 153,282,294
Percentage of Market to Book	99.08%	99.18%	99.20%	99.53%	99.84%
Weighted Average Maturity (WAM)	459 days	438 days	480 days	479 days	538 days
Return on Assets:					
Total Earnings Quarter Ended	\$ 3,961,615	\$ 3,913,202	\$ 3,320,178	\$ 2,799,864	\$ 2,716,365
Total Earnings Fiscal YTD	\$ 3,961,615	\$ 12,771,916	\$ 8,846,802	\$ 5,510,932	\$ 2,716,365
Rate of Return QTR	1.87%	1.76%	1.60%	1.42%	1.39%
Rate of Return Fiscal YTD	1.87%	1.55%	1.47%	1.40%	1.39%
CAMP	2.12%	1.94%	1.51%	1.22%	1.13%
LAIF		1.90%	1.51%	1.20%	1.07%



MERCED COUNTY TREASURY
Portfolio Management
Portfolio Summary
September 30, 2018

Merced County

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	159,637,692.97	159,637,692.97	159,637,692.97	18.77	1	1	2.093	2.122
Medium Term Notes	180,784,000.00	178,697,763.84	180,133,914.53	21.17	1,125	555	2.082	2.110
Commercial Paper Disc. -Amortizing	25,000,000.00	24,837,619.50	24,831,934.24	2.92	269	95	2.630	2.667
Federal Agency Coupon Securities	254,545,000.00	250,383,039.85	253,892,880.43	29.84	1,199	607	1.762	1.788
Treasury Coupon Securities	73,025,000.00	71,846,215.70	72,640,834.84	8.54	966	446	1.664	1.687
Supranational - IBRD, IFC, IADB	141,220,000.00	138,880,350.65	140,734,703.10	16.54	1,147	601	1.765	1.789
Municipal Bonds	18,765,000.00	18,532,576.00	18,899,049.77	2.21	1,282	883	2.370	2.403
Investments	852,976,692.97	842,815,258.51	850,711,009.88	100.00%	905	459	1.923	1.949

Cash and Accrued Interest

Passbook/Checking (not included in yield calculations)	8,172,270.08	8,172,270.08	8,172,270.08		1	1	0.086	0.097
Accrued Interest at Purchase		46,164.05	46,164.05					
Subtotal		8,218,434.13	8,218,434.13					
Total Cash and Investments	861,148,963.05	851,033,692.64	858,929,444.01		905	459	1.923	1.949

Total Earnings	September 30	Month Ending	Fiscal Year To Date
Current Year	1,292,802.87		3,961,615.47
Average Daily Balance	816,410,139.71		838,734,433.95
Effective Rate of Return	1.93%		1.87%

I hereby certify that this report includes all investments in the investment pool and is in accordance with the investment policy. I further certify that the investments meet the County's cash flow needs for the next six months.

KAREN D. ADAMS, CPA, TREASURER

Reporting period 09/01/2018-09/30/2018

Run Date: 10/04/2018 - 11:40

Portfolio POOL
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Report Ver. 7.3.5

MERCED COUNTY TREASURY

Portfolio Management

Portfolio Details - Investments

September 30, 2018

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Per Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
CAMP	1001C	California Asset Mgt Program			139,527,971.50	139,527,971.50		2.140	AAA	2.140	1	
LAIF	1001A	Local Agency Investment Fund			10,093,474.01	10,093,474.01		2.000		2.000	1	
LAIF	1001B	Local Agency Investment Fund			10,016,247.46	10,016,247.46		2.000		2.000	1	
PREMIER FUND	1001G	Merrill Lynch Institutional Fu			0.00	0.00		0.180	AAA	0.180	1	
UBS FINANCIAL	1001H	UBS Finance			0.00	0.00		0.320	AAA	0.320	1	
Subtotal and Average			117,066,864.78		169,637,692.97	169,637,692.97				2.122	1	
Medium Term Notes												
037633BQ2	2088	Apple Inc		02/25/2016	5,000,000.00	4,986,660.00	5,003,960.31	1.700	AAA	1.492	144	02/22/2019
037633AQ3	2129	Apple Inc		07/29/2016	5,000,000.00	4,987,300.00	5,029,079.98	2.100	AAA	1.108	217	05/06/2019
037633CB4	2173	Apple Inc		01/10/2017	5,000,000.00	4,935,400.00	4,940,903.90	1.100	AAA	1.670	306	08/02/2019
037633AK6	2280	Apple Inc		08/04/2018	5,000,000.00	4,907,100.00	4,865,951.95	2.400	AAA	3.081	1,876	09/03/2023
064664CG4	2181	Berkshire Hathaway Fin		01/30/2017	5,000,000.00	4,982,900.00	5,003,963.99	1.700	AA	1.667	165	03/15/2019
064664CG4	2249	Berkshire Hathaway Fin		03/05/2018	9,964,000.00	9,969,620.84	9,964,143.33	1.700	AA	2.387	165	03/15/2019
064670BR6	2254	Berkshire Hathaway Fin		04/02/2018	5,000,000.00	4,883,250.00	4,941,760.42	2.760	AA	3.033	1,828	03/15/2023
191216BF8	1923	Coca-Cola Company		01/24/2014	10,000,000.00	9,993,900.00	9,999,121.14	1.850	AA	1.780	31	11/01/2018
166764AR1	2198	Chevron Corp		05/15/2017	5,000,000.00	4,935,600.00	5,001,096.87	1.961	AA	1.945	518	03/03/2020
166764BH2	2236	Chevron Corp		01/10/2018	5,000,000.00	4,969,900.00	4,984,976.95	1.581	AA	2.050	227	05/16/2019
166764AT7	2270	Chevron Corp		09/13/2018	5,000,000.00	4,884,400.00	4,895,818.24	2.411	AA	3.120	1,249	03/03/2022
17275RAX0	2246	CISCO Systems Inc		02/09/2018	5,000,000.00	4,960,350.00	4,967,459.81	2.450	AA	2.480	823	06/15/2020
30231GAD4	1976	Exxon		10/24/2014	5,000,000.00	4,982,900.00	5,007,899.18	1.819	AA	1.480	165	03/15/2019
30231GAD4	2011	Exxon		04/06/2015	5,000,000.00	4,982,900.00	5,010,592.39	1.819	AA	1.336	165	03/15/2019
30231GAV4	2235	Exxon		01/10/2018	5,000,000.00	4,900,650.00	4,961,848.15	2.222	AA	2.292	982	03/01/2021
30231GAV4	2248	Exxon		02/15/2018	5,000,000.00	4,900,650.00	4,946,021.00	2.222	AA	2.690	982	03/01/2021
456200GH7	2157	International Business Machine		12/08/2016	5,000,000.00	5,008,750.00	5,011,470.78	7.625	AA	1.612	14	10/15/2018
44932HAG8	2284	International Business Machine		08/06/2018	5,000,000.00	4,943,650.00	4,955,171.30	2.650	AA	3.050	858	02/05/2021
478160BR4	2128	Johnson & Johnson		07/29/2016	11,500,000.00	11,438,015.00	11,505,404.61	1.125	AAA	1.010	151	03/01/2019
46825HH52	2250	JP Morgan Chase		03/29/2018	5,000,000.00	5,105,400.00	5,123,010.08	4.400	A	2.980	660	07/22/2020
594918BN3	2139	Microsoft Corp		10/27/2018	5,000,000.00	4,935,900.00	4,995,603.55	1.100	AAA	1.205	311	08/08/2019
594918BP8	2175	Microsoft Corp		01/10/2017	5,000,000.00	4,799,150.00	4,925,530.04	1.550	AAA	2.100	1,042	06/06/2021
594918BV5	2183	Microsoft Corp		02/08/2017	5,000,000.00	4,939,350.00	5,000,134.72	1.850	AAA	1.847	493	02/09/2020
594918BH6	2253	Microsoft Corp		04/02/2018	5,000,000.00	4,898,000.00	4,958,758.33	2.650	AAA	2.877	1,494	11/03/2022
594918BA1	2258	Microsoft Corp		04/27/2018	5,000,000.00	4,881,900.00	4,887,993.59	2.375	AAA	3.085	1,230	02/12/2022
2205	2205	Mosequito Abatement Depot Note		07/03/2017	500,000.00	560,000.00	500,000.00	4.000		4.000	1,368	06/30/2022
69353RD7	2251	PNC Bank NA		03/29/2018	5,000,000.00	4,980,800.00	4,982,531.57	2.250	A	2.724	274	07/02/2019
742718DY2	2289	Procter & Gamble		09/09/2018	5,000,000.00	4,863,700.00	4,885,491.45	2.300	AA	3.028	1,224	02/06/2022

Portfolio POOL

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Report Ver. 7.3.5

MERCED COUNTY TREASURY
Portfolio Management
Portfolio Details - Investments
September 30, 2018

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Medium Term Notes												
86226TCU7	2046	Toyota Mtr Credit		02/18/2016	1,300,000.00	1,295,567.00	1,299,950.07	1.700	AA	1.226	141	02/18/2019
86236TDP7	2174	Toyota Mtr Credit		01/10/2017	5,000,000.00	4,892,300.00	5,018,705.72	2.800	AA	2.478	1,198	01/11/2022
86236TDZ5	2204	Toyota Mtr Credit		08/29/2017	5,000,000.00	4,771,350.00	5,000,000.00	2.000	AA	2.000	820	12/28/2020
91159HIE3	2064	US Bank		12/14/2015	5,000,000.00	4,998,950.00	5,002,139.30	1.850	AA	1.894	45	11/15/2018
90331HNJ8	2252	US Bank		03/29/2018	5,000,000.00	4,958,750.00	4,975,930.89	2.350	AA	2.728	479	01/23/2020
94974BFO8	2037	Wells Fargo		10/09/2015	2,499,000.00	2,487,211.20	2,492,047.06	2.150	A	1.855	106	01/15/2019
94988JSD5	2128	Wells Fargo		07/21/2016	5,000,000.00	4,989,100.00	5,014,565.35	1.750	A	1.290	235	08/24/2019
		Subtotal and Average	178,185,811.70		180,784,000.00	178,897,763.84	180,133,914.63			2.110	555	
Commercial Paper Disc. -Amortizing												
2254EBN49	2255	Credit Suisse FB USA Inc		04/10/2018	25,000,000.00	24,837,819.50	24,831,934.24	2.550	A-1	2.987	95	01/04/2019
		Subtotal and Average	25,906,254.69		25,000,000.00	24,837,819.50	24,831,934.24			2.667	95	
Federal Agency Coupon Securities												
3133EFRH2	2054	Federal Farm Credit Bank		11/30/2015	5,000,000.00	4,992,850.00	5,000,000.00	1.340	AAA	1.340	90	11/30/2018
3133EFRH2	2061	Federal Farm Credit Bank		12/10/2015	5,000,000.00	4,992,850.00	5,000,000.00	1.340	AAA	1.339	80	11/30/2018
3133EFGN1	2098	Federal Farm Credit Bank		12/21/2016	5,000,000.00	4,983,700.00	4,988,248.18	1.200	AAA	1.335	98	01/07/2019
3133EGFN0	2123	Federal Farm Credit Bank		08/15/2016	5,000,000.00	4,982,950.00	5,000,000.00	1.400	AAA	1.400	623	08/15/2020
3133EGD60	2148	Federal Farm Credit Bank		11/16/2016	5,000,000.00	4,884,650.00	4,989,640.28	1.320	AAA	1.463	584	08/07/2020
3133EGU52	2161	Federal Farm Credit Bank		12/13/2016	6,000,000.00	4,947,750.00	5,000,000.00	1.480	AAA	1.490	347	08/13/2019
3133EGU60	2162	Federal Farm Credit Bank		12/14/2016	5,000,000.00	4,903,900.00	5,000,000.00	1.620	AAA	1.620	714	08/14/2020
3133EGU60	2171	Federal Farm Credit Bank		12/19/2016	5,000,000.00	4,829,300.00	4,998,377.78	1.500	AAA	1.527	444	12/19/2019
3133EHS90	2212	Federal Farm Credit Bank		08/06/2017	5,000,000.00	4,808,650.00	5,000,000.00	2.100	AAA	2.100	1,393	07/25/2022
3133EGJX4	2223	Federal Farm Credit Bank		12/01/2017	5,000,000.00	4,944,300.00	4,973,745.84	1.080	AAA	1.782	277	07/05/2019
3133EGLC7	2233	Federal Farm Credit Bank		12/28/2017	5,000,000.00	4,943,750.00	4,970,428.40	1.080	AAA	1.862	284	07/12/2019
3133EJWK1	2265	Federal Farm Credit Bank		08/08/2018	5,000,000.00	4,871,800.00	5,000,000.00	3.120	AAA	3.120	1,407	08/08/2022
3133EJVG1	2266	Federal Farm Credit Bank		08/07/2018	5,000,000.00	4,940,850.00	4,982,726.51	3.220	AAA	3.253	1,758	07/25/2023
3133EJWQ8	2268	Federal Farm Credit Bank		08/14/2018	5,000,000.00	4,968,200.00	5,000,000.00	3.240	AAA	3.240	1,778	08/14/2023
3130A7R72	2102	Federal Home Loan Bank		04/28/2016	5,000,000.00	4,965,750.00	5,000,000.00	1.250	AAA	1.250	210	04/28/2019
3130AJF84	2122	Federal Home Loan Bank		08/13/2016	5,000,000.00	4,918,400.00	5,000,000.00	1.350	AAA	1.350	438	12/13/2019
3130AQD28	2142	Federal Home Loan Bank		11/16/2016	4,545,000.00	4,418,239.85	4,528,984.23	1.230	AAA	1.459	852	07/14/2020
3130AAEX2	2164	Federal Home Loan Bank		12/28/2016	5,000,000.00	4,839,650.00	5,000,000.00	2.150	AAA	2.150	1,184	12/28/2021
3130AAKW7	2176	Federal Home Loan Bank		01/10/2017	5,000,000.00	4,850,200.00	4,996,581.25	1.950	AAA	1.972	1,197	01/10/2022
3130AQQS5	2218	Federal Home Loan Bank		11/30/2017	5,000,000.00	4,767,750.00	4,892,315.95	1.125	AAA	1.928	1,017	07/14/2021
3130ACN83	2232	Federal Home Loan Bank		12/29/2017	5,000,000.00	4,912,050.00	4,975,916.82	1.700	AAA	2.005	592	05/15/2020
3134GBWZ8	2098	Federal Home Loan Mng Corp		04/28/2016	5,000,000.00	4,998,250.00	5,000,000.00	1.125	AAA	1.125	25	10/28/2018

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Federal Agency Coupon Securities												
3134G8YU7	2100	Federal Home Loan Mtg Corp		04/28/2016	5,000,000.00	4,995,800.00	5,000,000.00	1.050	AAA	1.050	25	10/26/2018
3134GAZB3	2145	Federal Home Loan Mtg Corp		11/30/2016	5,000,000.00	4,918,900.00	5,000,000.00	1.500	AAA	2.132	1,150	11/24/2021
3134GAYV0	2147	Federal Home Loan Mtg Corp		12/30/2016	5,000,000.00	4,835,900.00	5,000,000.00	2.000	AAA	2.000	1,186	12/30/2021
3134GAYX8	2152	Federal Home Loan Mtg Corp		11/30/2016	5,000,000.00	4,913,950.00	5,000,000.00	1.875	AAA	1.875	1,152	11/26/2021
3134GAK78	2177	Federal Home Loan Mtg Corp		01/25/2017	5,000,000.00	4,984,650.00	5,000,000.00	1.350	AAA	1.350	118	01/25/2019
3134GIBB4	2185	Federal Home Loan Mtg Corp		04/06/2017	5,000,000.00	4,922,550.00	5,000,000.00	1.700	AAA	1.700	543	03/27/2020
3134GBEU2	2186	Federal Home Loan Mtg Corp		04/07/2017	5,000,000.00	4,989,600.00	5,000,000.00	2.000	AAA	1.718	543	03/27/2020
3134GBTJ1	2220	Federal Home Loan Mtg Corp		11/30/2017	5,000,000.00	4,885,950.00	4,970,309.28	1.830	AAA	2.082	874	06/01/2021
3134GBR85	2226	Federal Home Loan Mtg Corp		12/12/2017	5,000,000.00	4,942,900.00	4,968,094.76	1.625	AAA	1.850	394	10/30/2019
3134G9NB9	2226	Federal Home Loan Mtg Corp		12/29/2017	5,000,000.00	4,958,900.00	4,982,898.02	1.230	AAA	1.773	235	05/24/2019
3134GBGG1	2230	Federal Home Loan Mtg Corp		12/29/2017	5,000,000.00	4,955,800.00	4,987,943.30	1.500	AAA	1.807	298	07/26/2019
3134GSSU0	2267	Federal Home Loan Mtg Corp		08/07/2018	5,000,000.00	4,972,950.00	4,994,064.54	2.850	AAA	2.894	1,033	07/30/2021
3135G0G72	2053	Federal National Mortgage Assn		11/27/2015	10,000,000.00	9,977,400.00	9,998,233.55	1.125	AAA	1.315	74	12/14/2018
3135G0N33	2131	Federal National Mortgage Assn		08/12/2016	5,000,000.00	4,929,850.00	4,998,779.02	0.875	AAA	0.953	305	08/02/2019
3136G4HF3	2144	Federal National Mortgage Assn		11/28/2016	5,000,000.00	4,923,350.00	5,000,000.00	1.350	AAA	1.350	424	11/26/2019
3136G4HH9	2146	Federal National Mortgage Assn		11/30/2016	5,000,000.00	4,915,200.00	5,000,000.00	1.500	AAA	1.500	513	02/26/2020
3135G0Q88	2149	Federal National Mortgage Assn		11/17/2016	5,000,000.00	4,776,750.00	4,948,137.33	1.375	AAA	1.735	1,102	10/07/2021
3135G0R38	2150	Federal National Mortgage Assn		11/17/2016	5,000,000.00	4,912,450.00	4,983,350.19	1.000	AAA	1.320	388	10/24/2019
3135G0K89	2183	Federal National Mortgage Assn		12/08/2016	10,000,000.00	9,593,700.00	9,860,781.03	1.250	AAA	1.810	948	05/06/2021
3135G0S48	2191	Federal National Mortgage Assn		04/11/2017	5,000,000.00	4,928,900.00	4,998,675.15	1.650	AAA	1.870	483	01/27/2020
3135G0T60	2222	Federal National Mortgage Assn		12/01/2017	5,000,000.00	4,888,200.00	4,966,191.03	1.500	AAA	1.860	668	07/30/2020
3135G0J53	2224	Federal National Mortgage Assn		12/11/2017	5,000,000.00	4,973,650.00	4,985,300.00	1.000	AAA	2.835	148	02/26/2019
3136G0AT5	2234	Federal National Mortgage Assn		12/29/2017	5,000,000.00	4,899,100.00	4,962,258.42	1.500	AAA	1.979	591	05/14/2020
3132X0SA0	2194	Farmer Mac		04/19/2017	5,000,000.00	4,923,150.00	4,999,329.50	1.840	AAA	1.849	564	04/17/2020
742651DQ2	2059	Private Export Funding		12/11/2015	10,000,000.00	9,883,600.00	9,954,773.58	1.450	AAA	1.900	318	08/15/2019
742651DQ2	2151	Private Export Funding		11/21/2016	5,000,000.00	4,941,800.00	5,003,318.70	1.450	AAA	1.372	318	08/15/2019
Subtotal and Average					254,646,000.00	260,363,036.35	253,892,890.43			1.786	907	
Treasury Coupon Securities												
91282BA34	2043	US Treasury Notes		11/09/2016	3,650,000.00	3,644,525.00	3,650,398.25	1.250	AAA	1.182	80	11/30/2018
91282BA34	2047	US Treasury Notes		11/16/2016	570,000.00	569,145.00	570,066.20	1.250	AAA	1.178	80	11/30/2018
91282BA75	2056	US Treasury Notes		12/04/2015	4,940,000.00	4,931,009.20	4,943,393.19	1.500	AAA	1.218	91	12/31/2018
91282BC65	2090	US Treasury Notes		03/04/2016	3,900,000.00	3,894,634.00	3,910,911.72	1.625	AAA	1.050	181	03/31/2019
91282BA34	2112	US Treasury Notes		05/06/2016	4,965,000.00	4,857,552.50	4,968,349.59	1.250	AAA	0.834	60	11/30/2018
91282BA68	2170	US Treasury Notes		12/14/2016	5,000,000.00	4,872,450.00	4,988,255.61	1.625	AAA	1.739	791	11/30/2020
91282BL99	2188	US Treasury Notes		04/10/2017	5,000,000.00	4,852,850.00	4,971,645.43	1.375	AAA	1.657	761	10/31/2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Treasury Coupon Securities												
912828S76	2189	US Treasury Notes		04/11/2017	5,000,000.00	4,762,300.00	4,907,502.39	1.125	AAA	1.807	1,034	07/31/2021
912828P87	2190	US Treasury Notes		04/11/2017	5,000,000.00	4,798,850.00	4,930,272.14	1.125	AAA	1.725	881	02/28/2021
912828U09	2225	US Treasury Notes		12/12/2017	5,000,000.00	4,967,850.00	4,994,877.23	1.250	AAA	1.893	91	12/31/2018
912828WS5	2231	US Treasury Notes		12/29/2017	5,000,000.00	4,965,400.00	4,993,795.82	1.625	AAA	1.784	272	08/30/2019
912828XM7	2238	US Treasury Notes		01/25/2018	5,000,000.00	4,894,150.00	4,953,598.80	1.625	AAA	2.148	668	07/31/2020
912828N89	2239	US Treasury Notes		01/25/2018	5,000,000.00	4,833,400.00	4,905,063.11	1.375	AAA	2.220	853	01/31/2021
912828V56	2243	US Treasury Notes		02/02/2018	5,000,000.00	4,980,250.00	4,987,430.30	1.125	AAA	1.887	122	01/31/2019
912828XS4	2244	US Treasury Notes		02/02/2018	5,000,000.00	4,958,800.00	4,975,143.96	1.250	AAA	2.013	242	05/31/2019
912828357	2245	US Treasury Notes		02/02/2018	5,000,000.00	4,952,350.00	4,990,331.50	2.000	AAA	2.149	487	01/31/2020
		Subtotal and Average	77,485,217.81		73,025,000.00	71,846,316.70	72,840,834.84			1.887	448	

Supranational - IBRD, IFC, IADB

458182DX7	2096	Inter-American Development Bk		04/12/2016	1,385,000.00	1,371,316.20	1,384,189.75	1.000	AAA	1.099	224	03/13/2019
4581X0CR7	2178	Inter-American Development Bk		01/12/2017	5,000,000.00	4,924,500.00	4,981,876.64	1.250	AAA	1.612	379	10/15/2019
4581X0CW6	2179	Inter-American Development Bk		01/18/2017	5,000,000.00	4,857,550.00	4,965,944.42	2.125	AAA	2.151	1,205	01/18/2022
4581X0CP1	2184	Inter-American Development Bk		03/13/2017	5,000,000.00	4,915,900.00	5,002,280.89	1.875	AAA	1.847	824	06/18/2020
4581X0CX4	2193	Inter-American Development Bk		04/13/2017	5,000,000.00	4,902,150.00	4,997,904.42	1.625	AAA	1.652	589	05/12/2020
458182DX7	2221	Inter-American Development Bk		12/04/2017	5,000,000.00	4,950,800.00	4,976,046.24	1.000	AAA	2.518	224	05/13/2019
4581X0CS5	2228	Inter-American Development Bk		12/13/2017	5,000,000.00	4,871,700.00	4,976,981.74	1.875	AAA	2.070	898	03/15/2021
4581X0CX4	2282	Inter-American Development Bk		08/07/2018	5,000,000.00	4,902,150.00	4,915,777.87	1.625	AAA	2.700	589	05/12/2020
45905UVC5	2085	Int Bnk for Recons & Dev		02/28/2016	5,000,000.00	4,978,800.00	5,000,000.00	1.350	AAA	1.350	148	02/28/2019
45905UVC5	2083	Int Bnk for Recons & Dev		03/24/2016	5,000,000.00	4,978,800.00	5,000,000.00	1.350	AAA	1.350	148	02/28/2019
459058FC2	2098	Int Bnk for Recons & Dev		04/28/2016	5,000,000.00	4,962,700.00	5,000,000.00	1.250	AAA	1.250	207	04/28/2019
459058FD0	2101	Int Bnk for Recons & Dev		04/28/2016	10,000,000.00	10,000,000.00	10,000,000.00	1.500	AAA	1.400	940	04/28/2021
459058FB4	2107	Int Bnk for Recons & Dev		04/29/2016	5,000,000.00	4,965,350.00	5,000,000.00	1.300	AAA	1.300	207	04/28/2019
459058F57	2143	Int Bnk for Recons & Dev		11/18/2016	5,000,000.00	4,904,600.00	4,982,599.82	1.125	AAA	1.435	422	11/27/2019
459058B37	2165	Int Bnk for Recons & Dev		12/16/2016	5,000,000.00	4,833,150.00	4,965,186.98	2.000	AAA	2.032	1,171	12/15/2021
459058FQ1	2180	Int Bnk for Recons & Dev		01/23/2017	10,000,000.00	9,844,300.00	9,975,868.67	1.200	AAA	1.447	364	08/30/2019
459058FA8	2187	Int Bnk for Recons & Dev		04/11/2017	5,000,000.00	4,893,350.00	4,987,067.03	1.376	AAA	1.553	548	03/30/2020
459058FM0	2209	Int Bnk for Recons & Dev		07/12/2017	5,000,000.00	4,840,300.00	4,948,081.50	1.125	AAA	1.724	679	08/10/2020
459058UP73	2218	Int Bnk for Recons & Dev		10/18/2017	5,000,000.00	4,885,000.00	5,000,000.00	1.950	AAA	1.950	746	10/18/2020
459058FH1	2219	Int Bnk for Recons & Dev		11/30/2017	5,000,000.00	4,800,850.00	4,913,819.82	1.376	AAA	2.054	966	05/24/2021
459058D77	2281	Int Bnk for Recons & Dev		08/06/2018	5,000,000.00	4,905,650.00	4,938,187.87	2.250	AAA	2.740	997	06/24/2021
459058GH0	2283	Int Bnk for Recons & Dev		08/06/2018	5,000,000.00	4,969,150.00	4,985,251.55	2.750	AAA	2.880	1,026	07/23/2021
459058HE9	2172	Int Fin Corp		12/16/2016	5,000,000.00	4,991,300.00	4,998,748.38	1.250	AAA	1.283	57	11/27/2018
459058CG3	2192	Int Fin Corp		04/13/2017	5,000,000.00	4,888,350.00	4,964,336.32	1.625	AAA	1.680	654	07/18/2020

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Per Value	Market Value	Book Value	Stated Rate	S&P	YTM 306	Days to Maturity	Maturity Date
Supranational - IBRD, IFC, IADB												
45950KCL2	2203	Int'l Fin Corp		06/07/2017	5,000,000.00	4,917,450.00	5,014,898.32	1.750	AAA	1.548	548	03/30/2020
45950KCG3	2210	Int'l Fin Corp		07/13/2017	5,000,000.00	4,888,350.00	4,994,987.45	1.825	AAA	1.884	654	07/18/2020
45950KCG3	2242	Int'l Fin Corp		02/02/2018	4,835,000.00	4,727,034.45	4,778,028.03	1.825	AAA	2.305	654	07/18/2020
		Subtotal and Average	140,723,038.77		141,220,000.00	138,880,380.85	140,734,703.10			1.789	601	
Municipal Bonds												
91412GT81	2159	University of California		12/08/2016	1,275,000.00	1,278,034.50	1,287,338.78	3.016	AA	1.885	592	05/15/2020
13083DAD0	2185	State of California		04/27/2017	2,000,000.00	1,951,340.00	2,000,000.00	2.367	AA	2.367	1,278	04/01/2022
13083DAC2	2186	State of California		04/27/2017	4,000,000.00	3,970,000.00	4,038,828.03	2.825	AA	2.218	913	04/01/2021
13083DAD0	2187	State of California		04/27/2017	3,150,000.00	3,073,380.50	3,161,902.53	2.367	AA	2.252	1,278	04/01/2022
13034PZE0	2214	State of California		09/27/2017	3,340,000.00	3,283,741.00	3,352,859.79	2.150	AA	1.853	486	02/01/2020
749946UL5	2259	Racke CO BANS		05/31/2018	5,000,000.00	4,906,100.00	4,988,124.84	3.050	AA	3.185	792	12/01/2020
		Subtotal and Average	18,840,627.36		18,765,000.00	18,632,578.00	18,839,049.77			2.403	883	
		Total and Average	816,410,136.71		852,876,692.97	842,815,258.51	859,771,069.88			1.949	489	



Merced County

MERCED COUNTY TREASURY
Purchases Report
 Sorted by Purchase Date - Maturity Date
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CUSIP	Investment #	Fund	Sec. Type	Issuer	Original Par Value	Purchase Date	Payment Periods	Principal Purchased	Accrued Interest at Purchase	Rate at Purchase	Maturity Date	YTM	Ending Book Value
4581X0CX4	2262	2070	MC1	IADB	5,000,000.00	08/07/2018	11/12 - 05/12	4,907,950.00	19,184.03	1.625	05/12/2020	2.700	4,915,777.87
44932HAG8	2264	2070	MTN	IBM	5,000,000.00	08/06/2018	02/06 - 08/06	4,952,250.00		2.850	02/05/2021	3.050	4,955,171.30
459058GH0	2263	2070	MC1	IBRD	5,000,000.00	08/06/2018	01/23 - 07/23	4,984,450.00	4,202.25	2.750	07/23/2021	2.860	4,985,251.55
3134GSSU0	2267	2070	FAC	FHLMC	5,000,000.00	08/07/2018	01/30 - 07/30	4,993,750.00	2,770.83	2.850	07/30/2021	2.894	4,994,064.54
742718DY2	2269	2070	MTN	PR&G	5,000,000.00	08/09/2018	02/06 - 08/06	4,880,550.00	958.33	2.300	02/06/2022	3.026	4,885,491.45
3133EJWK1	2265	2070	FAC	FFCB	5,000,000.00	08/08/2018	02/08 - 08/08	5,000,000.00		3.120	08/08/2022	3.120	5,000,000.00
3133EJVG1	2266	2070	FAC	FFCB	5,000,000.00	08/07/2018	01/25 - 07/25	4,992,500.00	5,366.67	3.220	07/25/2023	3.253	4,992,726.51
3133EJWQ8	2268	2070	FAC	FFCB	5,000,000.00	08/14/2018	02/14 - 08/14	5,000,000.00		3.240	08/14/2023	3.240	5,000,000.00
166764AT7	2270	2070	MTN	CHEV	5,000,000.00	08/13/2018	03/03 - 09/03	4,884,150.00	3,348.61	2.411	03/03/2022	3.120	4,885,818.24
Total Purchases									44,595,600.00				44,614,301.46



Merced County

MERCED COUNTY TREASURY

Maturity Report

Sorted by Maturity Date
Receipts during July 1, 2018 - September 30, 2018

CUSIP	Investment #	Fund	Sec. Type	Issuer	Par Value	Maturity Date	Purchase Date	Rate at Maturity	Book Value at Maturity	Interest	Maturity Proceeds	Net Income
892333HG65	2217	2070	ACP	TOYOTA	10,005,000.00	07/06/2018	11/29/2017	1.520	10,005,000.00	0.00	10,005,000.00	0.00
89236TCP8	2083	2070	MTN	TOYOTA	6,955,000.00	07/13/2018	02/05/2016	1.550	6,955,000.00	53,901.25	7,008,901.25	53,901.25
742651DS8	1985	2070	FAC	PEFCO	5,000,000.00	07/15/2018	01/02/2015	1.875	5,000,000.00	46,875.00	5,046,875.00	46,875.00
22533UGX5	2258	2070	ACP	CRAGR	25,000,000.00	07/31/2018	04/12/2018	2.280	25,000,000.00	0.00	25,000,000.00	0.00
63873KGX9	2240	2070	ACP	NATIXI	10,000,000.00	07/31/2018	01/30/2018	1.760	10,000,000.00	0.00	10,000,000.00	0.00
24422ETA7	2034	3030	MTN	JDEERE	1,850,000.00	08/10/2018	09/11/2015	1.750	1,850,000.00	16,187.50	1,866,187.50	16,187.50
63873KHA8	2257	2070	ACP	NATIXI	10,000,000.00	08/10/2018	04/12/2018	2.350	10,000,000.00	0.00	10,000,000.00	0.00
3133EGBG9	2120	2070	FAC	FFCB	5,000,000.00	08/23/2018	06/09/2016	1.000	5,000,000.00	25,000.00	5,025,000.00	25,000.00
4581X0BR8	2211	2070	MC1	IADB	5,000,000.00	08/24/2018	07/13/2017	1.750	5,000,000.00	43,750.00	5,043,750.00	43,750.00
46840QJ77	2227	2070	ACP	JP MOR	5,000,000.00	09/07/2018	12/12/2017		5,000,000.00	0.00	5,000,000.00	0.00
912828T42	2205	2070	TRC	USTN	5,000,000.00	09/30/2018	07/10/2017	0.750	5,000,000.00	18,750.00	5,018,750.00	18,750.00
Total Maturities					88,810,000.00				88,810,000.00	204,463.75	89,014,463.75	204,463.75



Merced County

MERCED COUNTY TREASURY
Sales/Call Report
Sorted by Redemption Date - Maturity Date
July 1, 2018 - September 30, 2018

CUSIP	Investment #	Fund	Issuer Sec. Type	Purchase Date	Redem. Date	Par Value	Rate at Redem.	Book Value at Redem.	Redemption Principal	Redemption Interest	Total Amount	Net Income
3130ADFU1	2237	2070	FHLB FAC	01/30/2018	07/30/2018 01/30/2020	5,000,000.00	2.000V	5,000,000.00	5,000,000.00	25,000.00	5,025,000.00	25,000.00
Total Sales										25,000.00	5,025,000.00	25,000.00

V - Security with variable rate change.

Run Date: 10/04/2018 • 14:00



**JOHN CHIANG
TREASURER
STATE OF CALIFORNIA**



PMIA Performance Report

Date	Daily Yield	Quarter to Date Yield	Average Maturity (in days)
08/30/18	2.02	1.97	186
08/31/18	2.04	1.97	191
09/01/18	2.04	1.97	191
09/02/18	2.04	1.97	191
09/03/18	2.04	1.97	191
09/04/18	2.04	1.97	191
09/05/18	2.04	1.98	189
09/06/18	2.04	1.98	189
09/07/18	2.04	1.98	190
09/08/18	2.04	1.98	190
09/09/18	2.04	1.98	190
09/10/18	2.05	1.98	189
09/11/18	2.05	1.98	189
09/12/18	2.05	1.98	189
09/13/18	2.06	1.98	190
09/14/18	2.07	1.98	190
09/15/18	2.07	1.99	190
09/16/18	2.07	1.99	190
09/17/18	2.07	1.99	187
09/18/18	2.07	1.99	188
09/19/18	2.08	1.99	188
09/20/18	2.08	1.99	188
09/21/18	2.08	1.99	187
09/22/18	2.08	1.99	187
09/23/18	2.08	1.99	187
09/24/18	2.08	2.00	189
09/25/18	2.08	2.00	188
09/26/18	2.09	2.00	190
09/27/18	2.09	2.00	192
09/28/18	2.09	2.00	193
09/29/18	2.09	2.00	193

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

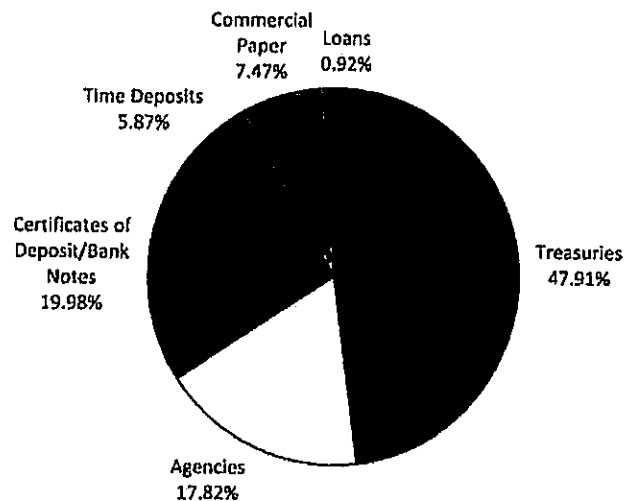
Quarter Ending 06/30/18

Apportionment Rate: 1.90%
 Earnings Ratio: 0.00005216919081336
 Fair Value Factor: 0.998126869
 Daily: 1.92%
 Quarter to Date: 1.76%
 Average Life: 193

**PMIA Average Monthly
Effective Yields**

Aug 2018 1.998
 July 2018 1.944
 June 2018 1.854

**Pooled Money Investment Account
Portfolio Composition
08/31/18
\$86.2 billion**



Percentages may not total 100%, due to rounding.

Based on data available as of 10/3/2018

MINUTES
TREASURY OVERSIGHT COMMITTEE MEETING

July 25, 2018
For the Quarter Ending 06/30/2018

Attendees

Lisa Cardella-Presto, C.P.A. – Auditor-Controller
Andre Urquidez –College District Designee
Janet Riley – County Superintendent of Schools Alternate
David W. Ness – Member of the Public
Pat Fogel – Accountant III

Absent

Maureen O'Rourke – Member of the Public
Steve Tietjen - County Superintendent of Schools
Rhiannon Jones – Special District Designee
Jerry O'Banion – Board of Supervisor
Cecilia Belmontes – Member of the Public

Meeting Called to Order

The meeting was called to order at 2:35pm.

Approval of Minutes

Andre Urquidez made a motion to accept the minutes from April 18, 2018. David Ness seconded the motion. The motion was approved.

Public Comments

None

Portfolio Review

The Quarterly Investment Portfolio Composition figures for the Pooled Investments for the Quarter ending June 30, 2018 were: The Book Value of Assets held was \$915,444,976. The Market Value of Assets held was \$907,952,142. The category showing Assets Maturing within

90 days has a quarterly total of \$263,111,938. The percentage of Market to Book Value was 99.18%. The Weighted Average Maturity (WAM) was 438 days.

The Return of Assets figures were: Total Earnings for the Quarter were \$3,913,202 and the Total Earnings Fiscal year-to-date were \$12,771,916. The rate of return for the quarter was 1.76% and rate for the fiscal year of 1.55%. Karen reviewed the new graphs added to the report along with other changes made.

The meeting adjourned at 3:00pm.

Submitted by,

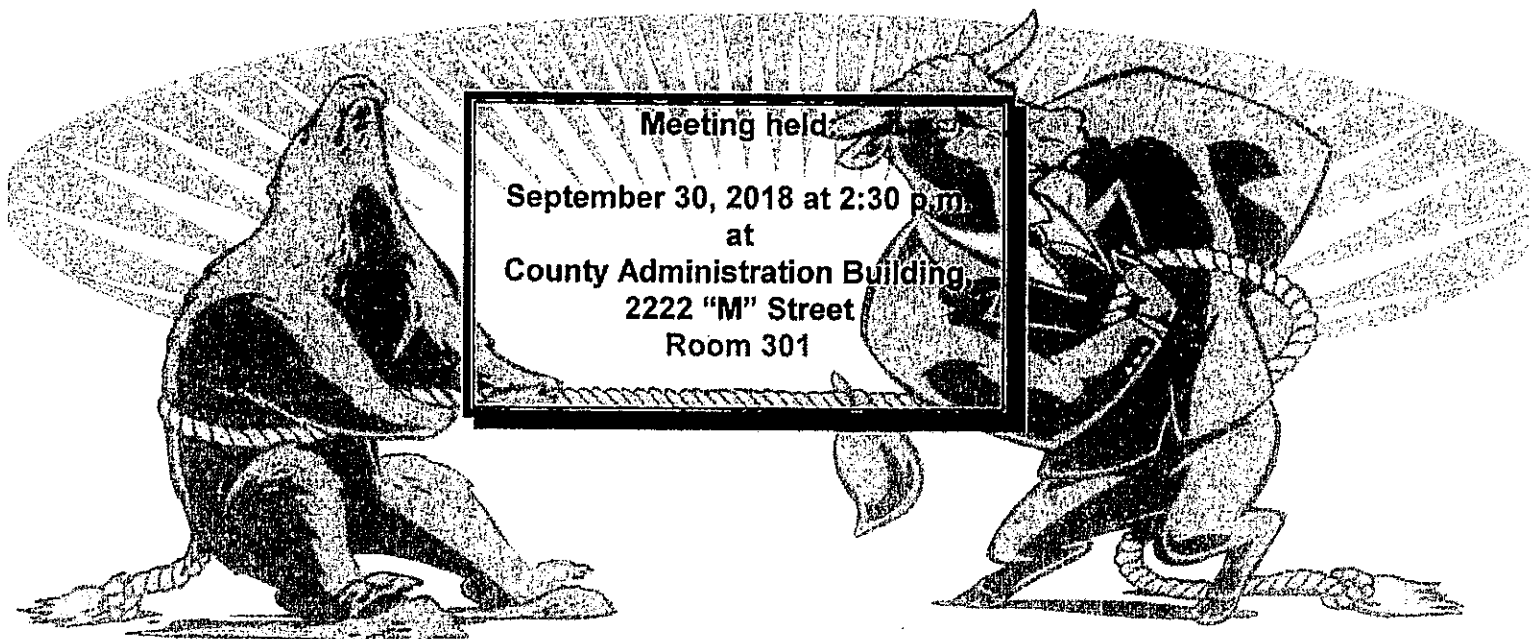
Pat Fogel

October 18, 2018

TREASURY OVERSIGHT COMMITTEE MEETING
AGENDA
for the
Quarter Ending September 30, 2018

The Investment Report is available for public viewing in the Treasurer's Office during business hours, 8 a.m. to 5 p.m. Monday through Friday.

- Roll Call & Introductions
- Approval of Minutes – July 25, 2018
- Public opportunity to speak on any matter of interest within the Committee's jurisdiction, including items on the Committee's agenda, limited to 5 minutes.
- Treasury Discussion & Update
 - Quarterly Investment Reports
- Adjournment



Board Reference Material

SUBJECT TITLE: Student Club Approval

REQUESTED ACTION:

Action X Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve the following new club:

Los Banos High School Hispanic Heritage Club

BACKGROUND INFORMATION:

In order for a club to be recognized at the school site, it is required to have an approved Constitution and an Advisor. The club must then receive a positive affirmation from both the ASB Advisor and the Site Principal. The club will then be voted upon and approved by the Associated Student Body (ASB). After the ASB takes action, the club must then be forwarded to the District for approval and then to the Board. The following club has met the established criteria and is recommended for approval:

Los Banos High School Hispanic Heritage Club

A number of legal actions have taken place which further defines key concepts as they relate to clubs and organizations. The Federal Equal Act (20 USC 4071-4074) applies specifically to secondary schools. Pursuant to this Act, a District with a limited open forum must allow equal access to any student-initiated group in a secondary school wishing to conduct a meeting, without regard to the religious, political, philosophical, or other content of the speech at such meetings. Basically, if a District permits any non-curriculum-related student groups to meet on school premises during non-instructional time, then, regardless of any policy to the contrary, it has created a "limited open forum".

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This indirectly supports Board goals. Student organizations reinforce the instructional program giving students practice in democratic self-government.

ALTERNATIVES/IDENTIFIED OPPOSITION:

Some community members may not like the formation of certain clubs because they do not align with their religious, political, or philosophical beliefs. However, in a limited open forum, if the club follows the established rules and regulations, they must be allowed to form.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

None identified.

ORIGINATOR:	Veli Gurgen, Principal, Los Banos High School
Date:	November 8, 2018



LOS BANOS HIGH SCHOOL APPLICATION FOR A.S.B. CHARTER

The Hispanic Heritage Club is being organized for the purpose of

OF promoting and raising awareness OF Hispanic Culture and traditions; dues will be none

and the club will be advised by Mr. Jaime Flores

The following students do hereby affirm that they will support and help maintain the above club:

1. Vaire Sepulveda Grade 10
2. Valerie Guzman Grade 10
3. Melanie Caballero Grade 10
4. Miguel Vargas Grade 10
5. Amy Morillo Grade 10
6. Karen Lopez Grade 10
7. Jackie Morales Grade 9th
8. Galilea Cordoba Grade 12
9. Vanessa Regalado Grade 12
10. Narion Val Grade 10

Victor Regalado 9
Veronica Romero 11
Vanessa Contreras 10
Emeralda Romero
Leslie M. Servin Paramo. 11
Alejandra Rodriguez 10
Yohany Lopez 9th
Yajaira Ramirez 9
Dulce Gomez 9th
Yazmin Preciado 9th
Alejandro Zuniga 9th

Elected officers for the club are as follows:

President Melanie Caballero

Vice President Miguel Varga S

Other _____

Secretary Dylce Gomez
Treasurer Valeria Lyman
Other _____

This petition has been approved by Los Banos High School on
10/23/18

Brian Lopez all
A.S.B President Activities Director Principal

Los Banos High School Hispanic Heritage Club Constitution

Article I - Name

The purpose of the Hispanic Heritage Club is to promote and raise awareness of Hispanic culture and traditions through student-led events.

Article II - Membership

No LBHS student shall be excluded from joining the HHC based on their race, gender, ethnicity, or sexual orientation, but all members must have a strong desire to learn about Hispanic culture and to promote it on campus. Failure to perform duties assigned to members may result in suspension from the club for up to one semester.

Article III - Officers

President - Responsible for overseeing all functions of the club, including but not limited to: organizing and managing club meetings, club events, fundraising, and making sure that everyone upholds the constitution of the club.

Vice President - Assists the presidents in fulfilling their obligations and in cases where the president cannot fulfill their obligations the vice president becomes interim president until the president can resume their responsibilities or another president is chosen by the club advisor.

Treasurer - Oversees the management and budgeting of the clubs funds and is responsible for filing and obtaining any financial paperwork required by the school.

Secretary - Responsible for logging club minutes and keeping track of club members' attendance.

Article IV - Selection of officers, Term of office, or Qualifications

Officers are selected by the club advisor based on their qualifications. Students who wish to be an officer must submit a resume to the club advisor. The club advisor will then review their resume and in the case of multiple qualified applicants, hold interviews for the positions.

Includes how officers are elected, who elects them, when elections are held, how long they hold office, and what the qualifications of office shall be.

Article V - Meetings

Meetings will be held during lunch in room 15 unless announced otherwise by either the club president or club advisor. Special meetings will be held on an as-needed basis and will be organized by the president of the club or the club advisor.

Article VI - Amendments

This constitution may be amended with a two-thirds majority vote by the club. Amendments must be presented by officers of the club.

Article VII - Schedule

This constitution is effective immediately.

Board Reference Material

SUBJECT TITLE: Agreement: Teter, LLP for the Westside Fire Alarm Project

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with Teter, LLP, architect, for the Westside Fire Alarm Project.

BACKGROUND INFORMATION:

The Project includes design and construction administration services for the replacement of the fire alarm at Westside Elementary School. Teter has been selected by a competitive process that will allow the District to potentially capture State matching funds for the Project.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

\$77,440 from Capital Improvement Fund 40.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: November 8, 2018

1 of 25
CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT is entered into this 8th day of October, 2018, between the Los Banos Unified School District of Merced County, California, hereinafter "Owner," and Teter, LLP, hereinafter "Architect."

Owner intends to construct the project ("Project") described as follows **Westside Elementary School Fire Alarm Replacement**.

Architect represents that it is fully licensed, qualified, and willing to perform the services required by this Agreement (with the understanding that if Architect is a corporation or other organization, the Project Architect specified, and not Architect itself, is fully licensed as an architect in the state of California).

Accordingly, the parties agree as follows:

ARTICLE 1. EMPLOYMENT OF ARCHITECT.

Owner contracts Architect pursuant to California Government Code Sections 4525-4529.5 and 53060 to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the Project. The term "Project Architect" as used in this document shall be referred to as the Architect in General Responsible Charge as defined under Title 24, Section 4-316 of the California Code of Regulations. Subject to Owner's approval, Architect shall name a specific person fully licensed to practice as an architect in the state of California to be the Project Architect. The Project Architect shall maintain personal oversight of the Project and act as principal contact with Owner, the contractor, Architect's consultants and engineers, and all inspectors on the Project. Any change in the Project Architect shall be subject to Owner's approval. The Project Architect is Robert V. Thornton, license number C-29052.

ARTICLE 2. ARCHITECT'S SERVICES.

2.1 Employment of Architect.

Architect accepts Contract and agrees to perform all the necessary professional architectural, engineering, and construction administration services in a professional manner, consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands the exact scope of services may be changed should Owner elect to utilize the Multi-Prime Construction Management or Lease-Leaseback project delivery methods. In that event, the Services Matrix for Construction Projects Utilizing Multi-Prime Construction Management or Lease-Leaseback Project Deliver Methods attached to this Agreement shall further clarify the scope of services and shall govern in instances of inconsistencies with language herein. Appropriate fee adjustments, in terms of credits and/or additional fees, may be made as a result of an election by Owner to utilize Multi-Prime Construction Management or Lease-Leaseback delivery methods for the Project. Architect shall provide the services referenced in this Agreement and additional services as agreed.

2.1.1 Communication with Owner.

Architect shall participate in consultations and conferences with Owner's authorized representatives and/or other local, regional, or state agencies concerned with the Project necessary for development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and Owner. Such consultations and conferences shall continue through planning and construction of the Project and contractors' warranty periods. Architect shall only take direction from staff specifically designated by Owner (the "Owner's Representative"). Owner's Representative for the Project shall be Don Laursen. Owner hereby certifies that the Owner's Representative has been duly authorized by Owner's governing board or other governing body to represent Owner on the Project. Owner may designate new and/or different individuals to act as Owner's Representative from time to time.

2.1.2 Hiring Consultants and Personnel.

2.1.2.1 Architect shall provide any and all required consultants, including without limitation, architects, engineers, and all other persons qualified and licensed to render services in connection with the basic services of planning and/or administration of the Project, typically limited to architects and structural, electrical, plumbing, mechanical engineers and utility engineers. Other consultants may be provided by express written agreement at additional cost to Owner. Architect may provide such services and personnel "in-house" or, with the written consent of Owner, employ outside consultants. The cost of any and all such consultants shall be borne by Architect. Architect may delegate to such consultants those duties which Architect is permitted by law to delegate without relieving Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants. Architect shall notify Owner of all consultants prior to commencement of their work.

2.1.2.2 All engineers, experts, and consultants retained by Architect in performance of this Agreement shall be licensed or certified, as the case may be, to practice in their respective professions, where required by law.

2.1.2.3 Structural, mechanical, civil, and electrical engineers and consultants hired by Architect shall show evidence of a policy of professional liability and/or project insurance, if available, meeting the requirements set forth in this Agreement.

2.1.2.4 Architect shall promptly obtain Owner's written approval of assignment and/or reassignment or replacement of engineers or consultants or other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by Owner.

2.1.2.5 Professionals, technical and other clerical personnel shall be retained by Architect at Architect's sole expense.

2.1.3 Initial Planning Phase of Project.

2.1.3.1 Architect shall assist Owner in preparation of educational programming for the Project to define scope, size, cost, space relationship, and site development. Assistance to Owner is understood to mean the review of Owner's prepared program, as it relates to determination of space and translation into physical area and corresponding cost (not actual development of the Owner's program).

2.1.3.2 Architect shall advise and assist Owner in determining the feasibility of the Project, analysis of the types and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.1.3.3 Architect shall notify Owner in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.

2.1.3.4 Architect shall advise Owner in securing easements, encroachment permits, rights-of-way, dedications, infrastructures, and road improvements, coordinating with utilities and adjacent property owners.

2.1.3.5 If Owner elects the Lease-Leaseback Project delivery method, Architect shall provide those services designated in the Services Matrix for Construction Projects necessary to assist the Owner in establishing the Owner's educational or facility program/s, the financial feasibility, time requirements and limitations for the project prior to beginning design. Compensation for these services shall be enumerated in Exhibits A and B, incorporated herein by reference.

2.1.3.6 The Architect shall be responsible to investigate existing conditions or facilities and confirm such conditions or facilities as relates to work under this Project. The Architect or its consultant will conduct the research that is in its professional opinion necessary for the Project, and will incorporate such conditions that relate to work of this Project within the drawings for construction. Such services of the Architect or its consultants will be performed in a manner consistent with the ordinary standard of care.

2.1.4 Schematic Plan Phase of Project.

2.1.4.1 Architect shall provide a site plan and other Project-related information necessary and required for Owner's application for funds to finance the Project to any federal, state, regional, or local agency.

2.1.4.2 In cooperation with Owner's planners and educational committees, Architect shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project and the plot plan development at the site and the proposed architectural concept of the buildings, incorporating Owner's educational or facility program and functional requirements. Such drawings and plans (referred to collectively as the Schematic Plans) shall meet the requirements of the California Department of Education (CDE), regulations (California Code of Regulations, Title 5, Section 14000 et seq.), and guidelines and shall be prepared in a form suitable for submission to the CDE for approval, if applicable. The Schematic Plans shall show all rooms incorporated in each building in the Project in single-line drawings, and shall include all revisions required by Owner or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural representation drawings for the Project shall be in a form suitable for reproduction.

2.1.4.3 Architect shall establish a preliminary Project cost estimate in the format required by Owner or, if applicable, by the school construction funding agency identified by Owner. The purpose of the cost estimate is to show probable cost in relation to Owner's budget. If Architect perceives site considerations which impact the cost of the Project, Architect shall immediately disclose those conditions to Owner in writing. Architect shall provide a preliminary written time schedule for performance of the work

on the Project. Preliminary construction budget or allowance shall represent the Architect's best judgment as a professional familiar with the construction industry. This analysis may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall not be required to make exhaustive or detailed estimates of project cost.

2.1.4.4 At its own expense, Architect shall provide a complete set of the Schematic Plans for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of the Schematic Plans as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the Division of State Architect (DSA), and any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required shall be provided at cost to Owner.

2.1.5 Design Development Phase of Project.

2.1.5.1 On Owner's specific written approval of the Schematic Plans, Architect shall prepare site and floor plans, elevations, and any other drawings and documents sufficient to fix and describe the size and character of the Project's structural, mechanical, and electrical systems, and site improvements as applicable (on and off-site) to the extent required to provide the successful completion of the Project), types and makeup of materials, and outline specifications (Design Development Documents) for presentation to Owner's governing board or other governing body for approval.

2.1.5.2 Architect shall provide a complete set of the Design Development Documents for Owner's review and approval. Additionally, at Owner's expense, Architect shall provide copies of the Design Development Documents as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the DSA, and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to Owner.

2.1.5.3 Architect shall provide Owner with an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents and a breakdown based on types of materials and specifications identified in the Design Development Documents. However, if a Lease-Leaseback or Construction Manager Project delivery method is selected, the Architect will only be responsible to review and provide comments regarding the estimate provided by others. Architect's estimate of probable construction cost will be furnished upon conventional means of analysis using model costing, square-foot or systems/assembly analysis.

2.1.5.4 Architect shall provide Owner with a timetable for completion of the Project.

2.1.5.5 Architect shall assist Owner in applying for and obtaining required approvals from DSA, or other governing authority having jurisdiction over the Project, as the case may be, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for securing priorities, materials, as an aid in construction of the Project, and in obtaining final Project approval and acceptance by DSA as required.

2.1.5.6 Architect shall provide a color schedule of all materials and selections of textures, finishes, and other items requiring an aesthetic decision at this phase of the Project for Owner's review and approval.

2.1.6 Building Permits and Conformity to Legal Requirements.

2.1.6.1 Architect shall cause drawings and specifications to conform to and adequately address applicable requirements of federal, state, regional, and local law, DSA requirements (structural safety, fire/life safety, and access compliance sections), and requirements of the CDE, which must approve the drawings and specifications, and shall cause the necessary copies of such drawings and specifications to be filed with those agencies for approval.

2.1.6.2 Architect will use its best professional efforts to interpret applicable access requirements, including those of the Americans with Disabilities Act and California law, and inform Owner of any inconsistencies between federal and state accessibility regulations and requirements which are subject to conflicting interpretations of the law.

2.1.7 Working Drawings and Specifications.

2.1.7.1 Upon Owner's specific written approval of the Design Development Documents, Architect shall prepare such complete working drawings and specifications as are necessary to obtain complete bids and efficient and thorough execution of work. Such working drawings shall be developed from the preliminary drawings approved by Owner. The completed working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems and utility service connection equipment and site work. It shall be Owner's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in Owner's possession. Using a thorough interior and exterior visual survey of site conditions, Architect will make a good-faith effort to verify the accuracy of such information and as-built drawings. Owner shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide Architect with any supplemental information which may be discovered but not shown on the as-built drawings.

The completed working drawings and specifications must be sufficient to enable Architect and Owner to secure the required permits and approvals from DSA and for Owner to obtain a responsible, responsive or bona fide bid or bids. The working drawings shall be clear and legible, so that uniform copies can be made on standard architectural size paper, properly indexed and numbered, and sufficient to be clearly copied and assembled in a professional manner by Architect.

2.1.7.2 Owner shall review, study, and check the completed working drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of the final plans by Owner's governing board or other governing body, subject to DSA approval. Architect shall make all Owner-requested changes, additions, deletions, and corrections in the completed working drawings and specifications so long as the changes are not in conflict with the requirements of those public agencies having jurisdiction or prior approval, or are inconsistent with earlier Owner direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to Owner's attention. The parties agree that, while the construction contractor will be responsible for construction methods and means, it is Architect who, as between Architect and Owner, possesses the requisite expertise to determine the constructability of the completed working drawings and specifications. Architect

warrants that the plans are sufficiently detailed and accurate to enable a competent contractor to perform the work.

2.1.7.3 Architect understands that should working drawings and specifications be ordered by Owner, Owner shall specify the sum of money set aside to cover the total cost of construction of the work exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a written statement to Owner's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that bids received by Owner indicate the work cannot be constructed for the specified sum in accordance with the working drawings and specifications furnished by Architect, Architect shall, if requested by Owner and without extra compensation, revise the working drawings and specifications so construction can be completed for a total cost which does not exceed the specified sum or so that certain portions of the Project can be omitted, deferred, or separately bid. The cost of revising the plans and specifications shall be borne by Owner only where Architect has given written notice in advance of bidding that the total construction cost will exceed Owner's specified sum and where Owner has not reasonably addressed any such written notice provided by Architect. Architect will not be required to make revisions without compensation when estimate has been provided by Lease-Leaseback Contractor or Construction Manager selected by Owner.

2.1.7.4 Architect shall provide a full set of the completed working drawings and specifications for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of any documents required by federal, state, regional, or local agencies concerned with the Project, including CDE and DSA. Any additional copies required shall be provided at cost to Owner.

2.1.7.5 Unless otherwise agreed, Architect shall provide at no additional expense one original two dimensional rendering of the Project suitable for public presentation, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering.

2.1.8 Construction Contract Documents.

If so required by Owner, Architect shall assist Owner in the completion of construction documents, including but not limited to advertisement for bids, information for bidders, bid forms (including alternate bids as requested by Owner), bonds, general conditions, special conditions, agreement, DVBE preferences, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of Owner and Owner's counsel. At the time the construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), are delivered, Architect shall provide Owner with its final estimate of probable construction cost ("Final Estimate") consistent with previous design development documents.

2.1.8.1 Architect's Statement of Probable Cost at the completion of final drawings and specifications shall be in sufficient elemental breakdown as to isolate and analyze general components of the project for budget and construction cost evaluation purposes.

2.1.8.2 In accordance with Title 24 of the California Code of Regulations, any amendments to, addenda or change orders that materially alter the approved drawings and specifications for construction shall be prepared by the Architect or Engineer in general responsible charge for the Project (ref. §4-338 Park 1, Title 24 C.C.R.). Any

amendments, modifications or changes to bidding documents, forms or procedures, and administrative contractual concerns or clarifications may be prepared by Owner's representative or delegated authority, which do not materially alter the approved drawings and specifications.

2.1.9 Bid Phase.

2.1.9.1 Following Owner's approval of the Construction Documents and Final Estimate, Architect shall provide to Owner one set of reproducible construction documents.

2.1.9.2 If the lowest responsive bid on the Project exceeds the Final Estimate by 10 percent after adjustment for change in the Construction Cost Index adopted by the State Allocation Board, Owner may request that Architect amend the final drawings and specifications to rebid the Project so that bids are within 10 percent of the Final Estimate. At Owner's request, Architect shall provide specifications which include alternate bids as deemed advisable by Owner.

2.1.10 Observation of Project.

Observation of the work executed from the final working drawings and specifications shall be in person by Project Architect provided that Owner may, in its discretion, consent to such observation by another competent representative of Architect.

2.1.11 Construction of Project.

Architect shall provide general administration of the Construction Documents, including but not limited to the following:

2.1.11.1 Participate with Owner in a pre-construction meeting with all interested parties.

2.1.11.2 Conduct site visits, as often as necessary and appropriate to the stage of construction but at least biweekly, to observe contractor's work for general conformance with the plans and specifications and to confirm that work is progressing in accordance with the Construction Documents and contractor's schedule.

2.1.11.3 Conduct site visits to communicate and observe the activities of the Project Inspector of Record, mutually acceptable to Architect and Owner and employed by Owner. Architect shall provide general direction of the work of the Inspector and coordinate in the preparation of record drawings by Inspector and/or Contractor indicating dimensions and location of all "as-built" conditions including but not limited to underground utility lines.

2.1.11.4 Cause engineers and other consultants as may be hired by Architect to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of the Project. Construction emergency shall mean any condition that potentially could have immediate adverse effects on the health, safety and welfare of current building occupants or nearby persons.

2.1.11.5 Make regular reports as may be required by applicable federal, state, regional, or local agencies.

2.1.11.6 Attend all appropriate construction management meetings and provide written reports to Owner after each construction meeting to keep Owner informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than biweekly.

2.1.11.7 Make written reports to Owner as necessary to inform Owner of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

2.1.11.8 Keep records of construction progress and time schedules and advise contractor and Owner of any substantial deviations from the time schedule which could delay timely completion of the Project.

2.1.11.9 In a timely manner, check and process all required material and test reports and report to the DSA and other governing agency having jurisdiction over the Project, as the case may be, the contractor, and Owner any deficiencies in material as reflected by those reports, with recommendations for correction of any deficiencies.

2.1.11.10 In a timely manner, review and respond to all requested schedules, submittals, shop drawings, samples, other information requests, and other submissions of the contractor, or the subcontractors through the contractor, for compliance with design and specifications and to facilitate timely and uninterrupted progress of the work.

2.1.11.11 As discussed with Owner, promptly reject work or materials which do not conform to the Construction Documents and notify Owner of any rejection.

2.1.11.12 In a timely manner, consult with Owner with regard to substitution of materials, equipment, and laboratory reports thereon prior to Owner's final, written approval of any substitutions.

2.1.11.13 Prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and any modifications as may be necessary to meet unanticipated conditions encountered during construction, that would have been detected by reasonable investigation as outlined in Article 2.1.7.1, at no additional expense to Owner. Architect's responsibility to bear the cost of necessary modifications arising from unanticipated conditions applies only to those conditions that should have been anticipated by a reasonable architect or its subcontractors, consultants, or employees in the performance of its duties under this Agreement. However, any documents and/or drawings required due to unforeseeable changed conditions, contractor error or Owner changes shall be subject to additional fees.

2.1.11.14 In a timely manner, evaluate and notify Owner in writing of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project (written notification may be accomplished by providing a copy of any request). Architect shall not order contractors to make any changes affecting contract price without Owner's written approval of a change order pursuant to the terms of the Construction Documents. On its own responsibility and pending approval of Owner's governing board or other governing body, Architect may order changes necessary at the time to meet construction emergencies if written approval by Owner's Representative is first secured.

2.1.11.15 Examine, verify, and approve contractor's applications for payment and issue certificates for payment for work and materials approved by the inspector which reflect Architect's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.

2.1.11.16 Coordinate final color and product selection with Owner's original design concept.

2.1.11.17 Determine date of completion.

2.1.11.18 After being notified the Project is nearing completion, Architect shall inspect the Project and review the punch-list prepared by the contractor, including minor items ("punch-list items"). Architect shall notify contractor in writing that all deficiencies and punch-list items must be corrected prior to acceptance of the Project and final payment. Owner shall be notified of all deficiencies and punch-list items.

2.1.11.19 Review materials assembled by the contractor and assemble for and provide to Owner written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings ("Final Working Drawings"), and any other materials required from the contractors and subcontractors in accordance with the Construction Documents.

2.1.11.20 Make any further observations of the Project reasonably necessary to confirm completion of punch-list items and to issue Architect's Certificate of Completion and final certificate for payment.

2.1.11.21 Cause engineers and other consultants as may be hired by Architect to file required documentation necessary to close out the Project with governmental authorities.

2.1.11.22 Record Set of Final Working Drawings.

2.1.11.22.1 On projects utilizing a Construction Manager or Lease-Leaseback Contractor, not later than 120 days after Architect's receipt of marked-up working drawings from the Construction Manager or Lease-Leaseback Contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor and Inspector. Architect shall review the record set of Final Working Drawings to ensure that they are a correct representation of the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor.

2.1.11.22.2 On projects not utilizing a Construction Manager, not later than 30 days after Architect's receipt of marked-up working drawings from the contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings

which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by contractor and Inspector. Architect shall review to ensure that the record set of Final Working Drawings is a correct representation of the information supplied to Architect by the Inspector and the contractor and shall request the certificates of the Inspector and the contractor that the record set of Final Working Drawings is correct.

2.1.11.22.3 Upon approval of the completed as-built drawings by Owner's Representative, Architect shall forward to Owner a complete set of reproducible duplicates of the original drawings corrected to "as-built" condition. The duplicates shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

2.1.11.22.4 In addition to the set of reproducible duplicates referred to above, Architect shall provide Owner with two copies of the "as-built" drawings electronically in a format designated by Owner.

2.1.11.22.5 Prior to receipt of final payment, Architect shall forward to Owner one clear and legible set of reproductions of the computations, the original copy of the specifications, the as-built drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and Architect's Certificate of Completion.

2.1.11.23 Architect shall provide advice to Owner on apparent deficiencies in construction during the one-year warranty period following acceptance of work.

2.1.11.23.1 Architect and Architect's consultants shall provide assistance to the Owner in preparing a six-month written evaluation of the Project's finish hardware and HVAC systems.

2.1.11.23.2 Architect and Architect's consultants shall provide assistance to Owner in preparing an 11-month written evaluation of items of repair, replacement, etc., for warranty items.

2.2 Additional Services of Architect.

At Owner's request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. Owner may agree to pay Architect for such services if those services cause Architect additional expense through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless Owner and Architect agree in writing as to the amount of compensation for such services prior to the services being rendered.

2.2.1 Plan preparation and/or administration of work on portions of the Project separately bid (not applicable to projects utilizing Multi-Prime Construction Management).

2.2.2 Assistance to Owner in selection of moveable furniture, equipment, or items which are not included in Construction Documents.

2.2.3 Services caused by contractor's late submission of substitution requests, by the delinquency, default, or insolvency of contractor, or by major defects in contractor's work in performance of the construction contract.

2.2.4 Substantial subsequent revisions in drawings, specifications, or other project documents when required as a result of:

2.2.4.1 Changes requested by Owner;

2.2.4.2 Revisions being inconsistent with prior written approvals or instructions due to causes beyond Architect's control;

2.2.4.3 An approved contractor substitution request.

2.2.5 Serving as an expert witness on Owner's behalf.

2.2.6 Observation of repair of damages to the Project.

2.2.7 Additional work required for environmental conditions, i.e., asbestos, unforeseen site conditions.

2.2.8 Additional site reviews or other work required solely as a result of the fault of Owner more than 60 calendar days past the scheduled date of project completion.

ARTICLE 3. OWNER'S RESPONSIBILITIES.

Owner's responsibilities shall include the following:

3.1 Make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.

3.2 Depending upon the scope of the Project, furnish Architect with, or direct Architect to procure at Owner's expense, a survey of the Project site prepared by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other pertinent information. Owner shall also provide a soils investigation report and a geological report if required by law.

3.3 Upon mutual agreement with Architect, appoint and pay an Inspector of Record as provided by state law. The Inspector shall be qualified and approved by Architect and by the DSA, with its work under the general direction of Architect. The Inspector shall be responsible to Owner and act in accordance with Owner's policies. The project administration by Architect and its engineers shall be in addition to the continuous personal supervision by the Inspector.

3.4 Assist Architect in distributing plans to bidders and conducting the opening of bids on the Project, if applicable.

3.5 Conduct chemical, mechanical, or other tests required for proper design of the Project; furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for proper development of the required drawings and specifications and determine soil condition.

3.6 Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

3.7 Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency.

3.8 Designate a representative authorized to act as liaison between Architect and Owner in administration of this Agreement and the Construction Documents. Owner's authorized representative shall assist Architect in conducting inspections and preparing the list of deficiencies and shall accompany Architect and contractor on the final inspection.

3.9 Review all documents submitted by Architect, including change orders and other items requiring Owner's approval; advise Architect of decisions pertaining to those documents within a reasonable time after submission.

3.10 Notify Architect if any deficiencies in material or workmanship become apparent during contractor's warranty period.

ARTICLE 4. ARCHITECT'S FEE.

4.1 For performance of all services rendered, Owner shall pay to Architect the amount specified in Exhibits A and B incorporated herein by reference, which constitutes complete payment for Architect's services under this Agreement.

4.1.1 Unless otherwise agreed in writing, Architect's compensation is not contingent on Owner obtaining funding for the Project.

4.1.2 Unless otherwise agreed, the construction cost for Multi-Prime Construction Management projects shall include the construction management fee and general conditions costs of the Construction Manager, and be calculated on the total collective cost of all Multi-Prime contracts.

4.1.3 When Architect's compensation is based on a percentage of construction cost and any portion of the Project is deleted or otherwise not constructed, compensation for that portion of the Project shall be payable to the extent services are performed on that portion based on the lowest bona fide bid or estimate.

4.2 Payment for Additional Services. Architect shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by Owner's governing board or other governing body:

4.2.1 For services in addition to Architect's basic services, the required written approval shall specify the fee for those services, which may be a flat amount or Architect's standard hourly rates.

4.2.2 With the required prior approval, special consultants may be paid at a multiple of 1.15 times the amount billed to Architect by the special consultants.

4.2.3 Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services beyond those required in 2.1.3.1.

4.2.3 Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services not included in 2.1.3.2.

4.3 Reimbursable Expenses.

Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, identified as:

4.3.1 Expenses of preauthorized transportation, excluding ordinary mileage normally incurred, in connection with the Project.

4.3.2 Expenses in connection with preauthorized out-of-town travel. Pre-authorized transportation shall include travel outside the Bakersfield Metropolitan Service Area (75 miles round trip), including trips/flights to public agencies (e.g., to State agency/s remotely located – DSA, OPSC, CDE, etc.). Expenses include municipal/private charges associated with destination fees – and not considered a parking violation.

4.3.3 Fees required to be paid in order to secure approval of authorities having jurisdiction over the Project.

4.3.4 Expenses of reproductions of drawings and specifications, as authorized and/or required herein including, without limitation, reproduction of documents provided by the Owner or generated by the Architect and its consultants for the Owner.

4.3.5 Other costs/expenses preauthorized by Owner.

4.3.6 Unless otherwise agreed, Architect shall provide at no additional expense one original rendering of the Project, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering. Any other presentation graphics, renderings, charts, graphs, or similar visual communication requested by Owner shall be reimbursed at Architect's cost.

ARTICLE 5. PAYMENTS TO ARCHITECT.

5.1 Architect's compensation shall be paid by Owner to Architect monthly, incrementally based upon the percentage of work completed as reflected in Exhibit B.

5.2 In order to receive payment, Architect shall present Owner with a claim for payment for approval by Owner's Representative which shall designate services performed, percentage of work completed, method of computation of amount payable, and amount to be paid.

5.3 Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of those services or in such other manner as the parties shall specify when those services are agreed upon.

ARTICLE 6. INSTRUCTIONS TO PROCEED.

Architect is not to proceed with performance of any services under this Agreement without first securing authorization from Owner to do so.

ARTICLE 7. TIME SCHEDULE.

7.1 Architect shall perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon Owner's request, Architect shall prepare an estimated time schedule for the performance of Architect's services, to be adjusted as the Project proceeds, including allowances for periods of time required for Owner's review and approval of submissions and for approvals by authorities having jurisdiction over project approval and funding. The schedule shall not be exceeded by Architect without Owner's prior written approval.

7.2 Any delays in Architect's work because of the actions of Owner or its employees, those in direct contractual relationship with Owner, a governmental agency having jurisdiction over the Project, or an act of God or other unforeseen occurrence, not due to any fault or negligence on Architect's part, shall be added to the time for completion of any obligations of Architect.

7.3 Should Architect apply for an extension of time, Architect shall submit evidence that any required insurance policies remain in effect during the requested additional time.

ARTICLE 8. SUSPENSION, ABANDONMENT, TERMINATION.

8.1 Owner hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of any suspension, abandonment, or termination, Architect shall be paid pursuant to any applicable schedule of payments for services rendered up to the date of any suspension, abandonment, or termination, less any damages suffered by Owner as a result of Architect's default, if any. Architect hereby expressly waives any and all claims for damages or balance of compensation arising under this Agreement, except as set forth herein, in the event of any suspension, abandonment, or termination.

8.2 If Architect's services are suspended by Owner, Owner may require Architect to resume services by giving written notice to Architect within 90 consecutive calendar days after the effective date of the suspension.

8.3 Where more than 90 days beyond the effective date of suspension or abandonment by Owner, Architect may terminate this Agreement by giving Owner 10 days' written notice.

8.4 Upon suspension, abandonment, or termination, Architect shall, if requested by Owner, turn over to Owner all preliminary studies, sketches, working drawings, specifications, computations, and all other items to which Owner would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid following termination of this Agreement, Owner shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement. Architect shall make such documents available to Owner upon request, without additional compensation, and in any format specified by Owner.

ARTICLE 9. OWNERSHIP AND USE OF DOCUMENTS.

9.1 Pursuant to California Education Code Section 17316, all plans, specifications, estimates, and other documents, including any and all electronic data magnetically or otherwise recorded electronically prepared by Architect pursuant to this Agreement, shall be and remain the property of Owner. Any documents supplied pursuant to this Agreement shall be the property of Owner whether or not the work for which they were made is executed. Architect and its

consultants shall be deemed the authors and shall retain all common law, statutory, and other reserved rights, including copyrights.

9.2 Architect grants to Owner the right to reuse all or part of the aforementioned documents, at its sole discretion, for the construction of all or part of this Project or another project contracted for Owner. Owner is not bound by this Agreement to employ the services of Architect in the event such documents are reused. Owner's reuse of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. Owner shall indemnify, hold harmless, and defend Architect and its officers, directors, consultants, agents, and employees from all claims of any kind arising out of such use, reuse, or modification of any documents prepared by Architect. Architect makes no warranty or representation that such documents are suitable for use on any subsequent project or for other purposes in time or geographical location.

9.3 This Agreement creates a nonexclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property authored or held by Architect or its subconsultants embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship by Architect or its subconsultants 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. Architect shall require any and all subcontractors and consultants to agree in writing that Owner is granted a nonexclusive and perpetual license for any work performed pursuant to this Agreement.

9.4 Architect represents and warrants that it has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, or other documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall hold harmless and indemnify Owner for any breach of this Article. Architect makes no such representation or warranty with 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, prepared by design professionals other than Architect or Architect's subcontractors or consultants and provided to Architect by Owner. Owner recognizes that Architect does not hold title or rights to the use of other "product" publications in the preparation of project documents (such as software, code and specification subscription services, details and specifications of manufacturers, etc.) and therefore cannot grant transitory rights to Owner, nor can Architect represent or warrant rights to license these types of intellectual property.

ARTICLE 10. INDEMNITY.

10.1 Architect shall hold harmless, assume the defense of, and indemnify Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

10.2 By way of written agreements, Architect shall require each and every one of its subcontractors and consultants engaged in work related to this Agreement to indemnify and defend Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the subcontractor or consultant in the performance of work related to this

Agreement. Architect agrees that any failure to provide any such subcontractor or consultant agreement for indemnity and defense shall be deemed an act or omission arising out of, pertaining to, and relating to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

10.3 Owner shall hold harmless, assume the defense of, and indemnify Architect, its officers, and employees from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Owner, its officers, or employees in the performance of this Agreement.

ARTICLE 11. ERRORS AND OMISSIONS.

Architect shall be liable for any damages and costs incurred by, and any claims against, Owner that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect. Additionally, Architect shall not be entitled to any fee for additional services or reimbursement of costs for work required due to Architect's negligence, recklessness, or willful misconduct, or that of Architect's subcontractors, consultants, and/or employees in the performance of services under this Agreement.

ARTICLE 12. INSURANCE.

From the time this Agreement is entered into until the date of Owner's acceptance of the work, Architect shall maintain insurance in full force and effect, as set forth in this Agreement, at its sole cost and expense. All insurance shall be with a carrier satisfactory to Owner. Prior to commencement of work, Architect shall furnish to Owner a certificate of insurance evidencing the required coverages. Owner shall not be obligated to make any payment to Architect until after its receipt and acceptance of that certificate.

12.1 Workers' compensation insurance, as required by applicable laws, and employer's liability insurance with a limit not less than \$1,000,000.

12.2 Comprehensive general liability insurance for bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Comprehensive general liability policies obtained and maintained by Architect shall contain endorsements naming Owner and other interested parties who have insurable interests and are designated by Owner as additional insureds and shall include products' completed coverage and operations coverage, as well as contractual liability coverage for liability assumed by Architect under this Agreement.

12.3 Professional liability insurance coverage of \$1,000,000.

12.4 Automobile liability insurance coverage of \$1,000,000.

12.5 In addition to other insurance requirements of this Agreement, Owner may require Architect to obtain a non-cancelable policy of project insurance for a duration of three years after completion of the Project. If Owner requires Architect to obtain project insurance, that insurance shall begin when construction begins, at which time Architect shall provide Owner with evidence of its existence. The cost of project insurance shall be borne by Owner.

ARTICLE 13. RECORDS.

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to extra and special services on the Project that are compensable by other than a flat rate.

Architect shall maintain all records of accounts between Owner and Architect on a generally recognized accounting basis. Those records shall be available to Owner or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of three years after its completion.

ARTICLE 14. STANDARDIZED MANUFACTURED ITEMS.

Architect shall cooperate and consult with Owner in use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to Owner's criteria to the extent the criteria do not interfere with project design or legal bid requirements.

ARTICLE 15. LIMITATION OF AGREEMENT.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the Design Development Documents are approved, unless this Agreement is amended by the parties to include additional work as part of the Project. Any subsequent construction by Owner at the site of the Project, or at any other site, will be covered by and the subject of a separate agreement for architectural services between Owner and the architect chosen by Owner.

ARTICLE 16. MEDIATION.

If the parties mutually agree, disputes arising from this Agreement may be submitted to mediation. The parties shall select a disinterested third-person mediator, mutually agreed to by the parties, within a reasonable period of time. The mediation shall be commenced within 30 days of the selection of the mediator. If the parties elect to mediate but fail to select a mediator within a 15-day period, any party may petition the Superior Court of the county in which Owner's administrative offices are located to appoint the mediator.

ARTICLE 17. COMPLIANCE WITH THE LAW.

Architect shall use reasonable professional judgment and care to comply with and meet applicable requirements of federal, state, regional, or local law, including but not limited to the California Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

ARTICLE 18. INDEPENDENT CONTRACTOR.

For all purposes arising out of this Agreement, Architect is an independent contractor and neither Architect nor its subcontractors, consultants, or employees shall be deemed employees of Owner for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which Owner's employees are entitled, including but not limited to overtime, vacation, insurance and retirement benefits, workers' compensation benefits, injury or sick leave, or other benefits.

ARTICLE 19. SUCCESSORS IN INTEREST AND ASSIGNS.

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement, provided however that Architect shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties, or obligations without prior written consent of Owner's governing board or other governing body. Any attempted assignment without such consent shall be invalid.

ARTICLE 20. ASBESTOS CERTIFICATION.

Pursuant to 40 Code of Federal Regulations, Section 763.99(a)(7), Architect shall certify to its best information that no asbestos-containing material was specified as a building material in any construction document for the Project and will reasonably endeavor to compel contractors to provide Owner with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). This certification shall be part of the final project submittal. Architect shall include statements in specifications that materials containing asbestos are not to be included.

ARTICLE 21. RESERVED.

ARTICLE 22. NO RIGHTS IN THIRD PARTIES.

This Agreement shall not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

ARTICLE 23. MISCELLANEOUS.

The following terms and conditions shall be applied to this Agreement:

23.1 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the state of California.

23.2 Entire Agreement.

This Agreement, including any exhibits to which it refers, supersedes any and all other prior or contemporaneous oral or written agreements between the parties. Each party acknowledges that no representation, inducement, promise, or agreement has been made by any person which is not incorporated herein and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing and signed by all parties to this Agreement.

23.3 Severability.

Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

23.4 Non-Waiver.

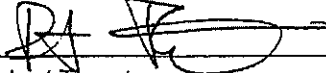
None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specified in writing.

23.5 Supplemental Conditions.

Any supplemental conditions shall be attached to this Agreement and incorporated herein by reference. [SEE ATTACHED]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this ____ day of _____, 20____.

ARCHITECT

Signature: 
Name: Robert Thornton
Title: Senior Partner | Architect

OWNER

Signature: _____
Name: _____
Title: _____



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EXHIBIT A

October 8, 2018

Don Laursen
Administrative Services
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635

Subject: Scope of Work and Fee Proposal for
Westside Elementary School Fire Alarm Replacement
Project No.: 18-11062

Don:

TETER is pleased to assist Los Banos School District with their Westside Elementary School Fire Alarm Replacement project. This proposal describes our understanding of the existing system, recommendation for the new system, estimated opinion of probable costs, fee proposal and project schedule. We appreciate the opportunity to assist the District and are willing to discuss any questions you might have.

Project Evaluation

The existing fire alarm and public address system is very outdated and no longer meets the current code requirements. Due to age, parts are not available to rebuild or upgrade the existing system. TETER recommends a new Voice Evacuation Fire Alarm System designed to meet the current codes and regulations. Existing FA system does not include heat or smoke devices and is predominantly pull stations. The new system will be an automatic system with the appropriate heat/smoke detectors. In addition, it will also utilize the new code required voice evacuation system. The district has determined to replace the public address system as their own standalone project.

Estimate of Probable Costs

Based upon the information outlined above, the construction and total project costs are estimated as follows:

Approximate Campus Total SF	68,000 SF
<u>Fire Alarm Cost/SF</u>	<u>\$9/SF</u>
Partial Construction Cost Estimate:	\$612,000
<u>Design and Construction Contingency</u>	<u>\$92,000</u>
Total Construction Cost Estimate:	\$704,000
Project Budget Estimate:	\$880,000



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Scope of Services

TETER and indicated consultants will provide the following design/professional services.

This will include the following Architectural and Engineering services:

1. Construction Documents:

- Architecture
 - Site investigation related to the fire alarm and required infrastructure.
 - Design accessibility improvements to the site limited items required by DSA for the fire alarm replacement.
 - Provide schematic level cost estimates.
- Electrical
 - Provide new code compliant design for campus fire alarm.

2. DSA Approval:

- DSA submission and approval via full submission process.

3. Bidding:

- Provide support during bidding, including RFI response, addendum, and DSA process.
- District to provide standard construction contract information and front end documents.

4. Construction Administration:

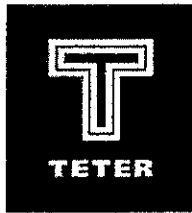
- Provide construction administration services for the work, including progress meetings, submittal review, RFI response, and site visit.

5. DSA Close Out:

- Close out is limited to this scope of work only, and excludes any existing non-closed DSA applications.

Proposed Schedule

<u>Phase</u>	<u>Duration</u>
• Start (upon receipt of contract, but no sooner than November 12 th , 2018)	
• Construction Documents	3 months
• DSA Approval	2 months
• Bidding	1 month
• Construction Administration	2 months
• DSA Close out	2 weeks



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Mr. Don Laursen
Westside Elementary School Fire Alarm
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Proposed Fees

Proposed fee will be based on 11% of final construction cost, which is approximately 1% less than the standard OPSC fee schedule. The fee will be updated to reflect the final construction costs. The fee will be billed on a percent complete basis according to the schedule.

Current Fee Based on $\$704,000 \times 11\% = \$77,440$

<u>Phase</u>	<u>Portion of Fee</u>
• Construction Documents 65%	\$50,336
• DSA Approval (OTC) 5%	\$3,872
• Bidding 5%	\$3,872
• Construction Administration 20%	\$15,488
• DSA Closeout 5%	\$3,872

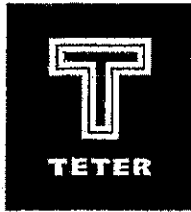
Reimbursable Expenses: In addition to this fee, and are not expected to exceed \$2,500.

Reimbursable – The following items are considered to be reimbursable expenses to the contract:

- A. Reproductions, plans, reports, and documents required outside of Architect's normal working sets and in-house progress sets shall be a reimbursable expense to be billed to the Owner at the Architect's actual costs plus 15% to cover handling/accounting expenses.
- B. Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed to the Owner at the Architect's actual cost plus 15% to cover handling/ accounting expenses.
- C. Mileage associated with client approved travel will be billed at \$0.57 per mile plus 15% to cover handling/ accounting expenses (i.e. – DSA, plan agency review, etc.).

Exclusions

1. Electrical service upgrades and distribution upgrades are excluded. It is assumed that sufficient power is available for the new system.
2. Detailed Cost Estimates.
3. DSA close out of previous projects.
4. Unforeseen scope of work.
5. Costs for city/county UGM fees, capital improvement fees, school fees, plan check fees, permit fees, developer fees, and any other city/ county or agency fees associated with the project.
6. Costs for Environmental Site Assessments, CEQA, DTSC, etc.
7. Costs for Archeological Surveys, Endangered Species studies or reports
8. California Geological Survey (CGS) Reports and filing fees
9. District changes after approval of schematic design may require additional charges.
10. Topographic and Geotechnical services.



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11. Construction staking survey.
12. Input of the Contractors' as-built information into the electronic CAD files of the construction documents
13. Fire sprinkler design including fire line extension would be an additional fee if required by DSA
14. Any other fee or service not specifically described in this proposal

If you would like to discuss this matter further, or need additional clarification, please do not hesitate to contact me at (559) 437-0887.

Sincerely,
TETER, LLP

Robert Thornton
Senior Partner | Architect

EXHIBIT B

PURSUANT TO

AGREEMENT FOR ARCHITECTURAL SERVICES
BETWEEN
TETER, LLP AND LOS BANOS UNIFIED SCHOOL DISTRICT



TETER

7535 N. PALM AVE. 201 | FRESNO, CA 93711 | 559.437.0887 T
125 S. BRIDGE ST. 150 | VISALIA, CA 93291 | 559.425.5244 T
1200 DISCOVERY DR. 160 | BAKERSFIELD, CA 93309 | 661.843.8480 T
1218 K ST. 100 | MODESTO, CA 95354 | 209.577.2288 T
751 MARSH ST. 200 | SAN LUIS OBISPO, CA 93401 | 805.439.3353 T
ARCHITECTS ENGINEERS CONNECTED

HOURLY RATE SCHEDULE

July 1, 2018

ARCHITECTURE

Senior Principal Architect	\$170.00/hr
Principal Architect	\$160.00/hr
Managing Architect	\$140.00/hr
Senior Architect	\$130.00/hr
Associate Architect	\$115.00/hr
Architect	\$105.00/hr

CIVIL ENGINEERING

Senior Principal Civil Engineer	\$170.00/hr
Principal Civil Engineer	\$160.00/hr
Managing Civil Engineer	\$135.00/hr
Senior Civil Engineer	\$125.00/hr
Associate Civil Engineer	\$110.00/hr
Civil Engineer	\$100.00/hr

STRUCTURAL ENGINEERING

Senior Principal Structural Engineer	\$180.00/hr
Principal Structural Engineer	\$170.00/hr
Managing Structural Engineer	\$160.00/hr
Senior Structural Engineer	\$135.00/hr
Associate Structural Engineer	\$125.00/hr
Structural Engineer	\$115.00/hr

MECHANICAL ENGINEERING

Senior Principal Mechanical Engineer	\$180.00/hr
Principal Mechanical Engineer	\$170.00/hr
Managing Mechanical Engineer	\$160.00/hr
Senior Mechanical Engineer	\$135.00/hr
Associate Mechanical Engineer	\$125.00/hr
Mechanical Engineer	\$115.00/hr

ELECTRICAL ENGINEERING

Senior Principal Electrical Engineer	\$190.00/hr
Principal Electrical Engineer	\$180.00/hr
Managing Electrical Engineer	\$170.00/hr
Senior Electrical Engineer	\$140.00/hr
Associate Electrical Engineer	\$130.00/hr
Electrical Engineer	\$120.00/hr

COURT APPEARANCES | EXPERT TESTIMONY | CONSULTATION

Professional Engineer	\$300.00/hr
Architect	\$300.00/hr

SPECIALTY SERVICES

Certified Access Specialist (CASP)	\$145.00/hr
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CONSTRUCTION ADMINISTRATION

Principal Construction Administrator	\$170.00/hr
Managing Construction Administrator	\$140.00/hr
Senior Construction Administrator	\$115.00/hr
Associate Construction Administrator	\$100.00/hr
Construction Administrator	\$85.00/hr

PROJECT MANAGEMENT

Principal Project Manager	\$160.00/hr
Project Manager III	\$140.00/hr
Project Manager II	\$115.00/hr
Project Manager I	\$100.00/hr
Assistant Project Manager	\$85.00/hr
Job Captain II	\$90.00/hr
Job Captain I	\$85.00/hr
Project Administrator	\$70.00/hr

SUPPORT SERVICES

Engineer-In-Training III	\$85.00/hr
Engineer-In-Training II	\$80.00/hr
Engineer-In-Training I	\$75.00/hr
Design Professional II	\$75.00/hr
Design Professional I	\$70.00/hr
BIM/CADD Manager	\$130.00/hr
BIM Coordinator	\$110.00/hr
Revit/CADD Operator IV	\$95.00/hr
Revit/CADD Operator III	\$80.00/hr
Revit/CADD Operator II	\$70.00/hr
Revit/CADD Operator I	\$60.00/hr
Interior Designer	\$70.00/hr
Graphic Designer	\$70.00/hr
Clerical	\$65.00/hr

REIMBURSABLE ITEMS

Mileage	Current Federal Rate + 15%
Prints (11" x 17")	\$0.15/sheet
Prints (24" x 32")	\$1.00/sheet
Prints (24" x 36")	\$1.50/sheet
Prints (30" x 42")	\$2.00/sheet
Sub-Consultants	Invoice + 15%
Other Direct Costs	Cost + 15%

Board Reference Material

SUBJECT TITLE: Agreement: Teter, LLP for the San Luis Modular Project

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with Teter, LLP, architect, for the San Luis High School Modular Project.

BACKGROUND INFORMATION:

The Project includes design and construction administration services for the placement of one modular classroom at San Luis High School. Teter has been selected by a competitive process that will allow the District to potentially capture State matching funds for the Project.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

\$39,500 from Developer Fees Fund 25.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: November 8, 2018

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT is entered into this 4th day of October, 2018, between the Los Banos Unified School District of Merced County, California, hereinafter "Owner," and Teter, LLP, hereinafter "Architect."

Owner intends to construct the project ("Project") described as follows **San Luis High School One (1) Portable Classroom.**

Architect represents that it is fully licensed, qualified, and willing to perform the services required by this Agreement (with the understanding that if Architect is a corporation or other organization, the Project Architect specified, and not Architect itself, is fully licensed as an architect in the state of California).

Accordingly, the parties agree as follows:

ARTICLE 1. EMPLOYMENT OF ARCHITECT.

Owner contracts Architect pursuant to California Government Code Sections 4525-4529.5 and 53060 to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the Project. The term "Project Architect" as used in this document shall be referred to as the Architect in General Responsible Charge as defined under Title 24, Section 4-316 of the California Code of Regulations. Subject to Owner's approval, Architect shall name a specific person fully licensed to practice as an architect in the state of California to be the Project Architect. The Project Architect shall maintain personal oversight of the Project and act as principal contact with Owner, the contractor, Architect's consultants and engineers, and all inspectors on the Project. Any change in the Project Architect shall be subject to Owner's approval. The Project Architect is Robert V. Thornton, license number C-29052.

ARTICLE 2. ARCHITECT'S SERVICES.

2.1 Employment of Architect.

Architect accepts Contract and agrees to perform all the necessary professional architectural, engineering, and construction administration services in a professional manner, consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands the exact scope of services may be changed should Owner elect to utilize the Multi-Prime Construction Management or Lease-Leaseback project delivery methods. In that event, the Services Matrix for Construction Projects Utilizing Multi-Prime Construction Management or Lease-Leaseback Project Deliver Methods attached to this Agreement shall further clarify the scope of services and shall govern in instances of inconsistencies with language herein. Appropriate fee adjustments, in terms of credits and/or additional fees, may be made as a result of an election by Owner to utilize Multi-Prime Construction Management or Lease-Leaseback delivery methods for the Project. Architect shall provide the services referenced in this Agreement and additional services as agreed.

2.1.1 Communication with Owner.

Architect shall participate in consultations and conferences with Owner's authorized representatives and/or other local, regional, or state agencies concerned with the Project necessary for development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and Owner. Such consultations and conferences shall continue through planning and construction of the Project and contractors' warranty periods. Architect shall only take direction from staff specifically designated by Owner (the "Owner's Representative"). Owner's Representative for the Project shall be Don Laursen. Owner hereby certifies that the Owner's Representative has been duly authorized by Owner's governing board or other governing body to represent Owner on the Project. Owner may designate new and/or different individuals to act as Owner's Representative from time to time.

2.1.2 Hiring Consultants and Personnel.

2.1.2.1 Architect shall provide any and all required consultants, including without limitation, architects, engineers, and all other persons qualified and licensed to render services in connection with the basic services of planning and/or administration of the Project, typically limited to architects and structural, electrical, plumbing, mechanical engineers and utility engineers. Other consultants may be provided by express written agreement at additional cost to Owner. Architect may provide such services and personnel "in-house" or, with the written consent of Owner, employ outside consultants. The cost of any and all such consultants shall be borne by Architect. Architect may delegate to such consultants those duties which Architect is permitted by law to delegate without relieving Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants. Architect shall notify Owner of all consultants prior to commencement of their work.

2.1.2.2 All engineers, experts, and consultants retained by Architect in performance of this Agreement shall be licensed or certified, as the case may be, to practice in their respective professions, where required by law.

2.1.2.3 Structural, mechanical, civil, and electrical engineers and consultants hired by Architect shall show evidence of a policy of professional liability and/or project insurance, if available, meeting the requirements set forth in this Agreement.

2.1.2.4 Architect shall promptly obtain Owner's written approval of assignment and/or reassignment or replacement of engineers or consultants or other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by Owner.

2.1.2.5 Professionals, technical and other clerical personnel shall be retained by Architect at Architect's sole expense.

2.1.3 Initial Planning Phase of Project.

2.1.3.1 Architect shall assist Owner in preparation of educational programming for the Project to define scope, size, cost, space relationship, and site development. Assistance to Owner is understood to mean the review of Owner's prepared program, as it relates to determination of space and translation into physical area and corresponding cost (not actual development of the Owner's program).

2.1.3.2 Architect shall advise and assist Owner in determining the feasibility of the Project, analysis of the types and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.1.3.3 Architect shall notify Owner in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.

2.1.3.4 Architect shall advise Owner in securing easements, encroachment permits, rights-of-way, dedications, infrastructures, and road improvements, coordinating with utilities and adjacent property owners.

2.1.3.5 If Owner elects the Lease-Leaseback Project delivery method, Architect shall provide those services designated in the Services Matrix for Construction Projects necessary to assist the Owner in establishing the Owner's educational or facility program/s, the financial feasibility, time requirements and limitations for the project prior to beginning design. Compensation for these services shall be enumerated in Exhibits A and B, incorporated herein by reference.

2.1.3.6 The Architect shall be responsible to investigate existing conditions or facilities and confirm such conditions or facilities as relates to work under this Project. The Architect or its consultant will conduct the research that is in its professional opinion necessary for the Project, and will incorporate such conditions that relate to work of this Project within the drawings for construction. Such services of the Architect or its consultants will be performed in a manner consistent with the ordinary standard of care.

2.1.4 Schematic Plan Phase of Project.

2.1.4.1 Architect shall provide a site plan and other Project-related information necessary and required for Owner's application for funds to finance the Project to any federal, state, regional, or local agency.

2.1.4.2 In cooperation with Owner's planners and educational committees, Architect shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project and the plot plan development at the site and the proposed architectural concept of the buildings, incorporating Owner's educational or facility program and functional requirements. Such drawings and plans (referred to collectively as the Schematic Plans) shall meet the requirements of the California Department of Education (CDE), regulations (California Code of Regulations, Title 5, Section 14000 et seq.), and guidelines and shall be prepared in a form suitable for submission to the CDE for approval, if applicable. The Schematic Plans shall show all rooms incorporated in each building in the Project in single-line drawings, and shall include all revisions required by Owner or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural representation drawings for the Project shall be in a form suitable for reproduction.

2.1.4.3 Architect shall establish a preliminary Project cost estimate in the format required by Owner or, if applicable, by the school construction funding agency identified by Owner. The purpose of the cost estimate is to show probable cost in relation to Owner's budget. If Architect perceives site considerations which impact the cost of the Project, Architect shall immediately disclose those conditions to Owner in writing. Architect shall provide a preliminary written time schedule for performance of the work

on the Project. Preliminary construction budget or allowance shall represent the Architect's best judgment as a professional familiar with the construction industry. This analysis may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall not be required to make exhaustive or detailed estimates of project cost.

2.1.4.4 At its own expense, Architect shall provide a complete set of the Schematic Plans for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of the Schematic Plans as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the Division of State Architect (DSA), and any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required shall be provided at cost to Owner.

2.1.5 Design Development Phase of Project.

2.1.5.1 On Owner's specific written approval of the Schematic Plans, Architect shall prepare site and floor plans, elevations, and any other drawings and documents sufficient to fix and describe the size and character of the Project's structural, mechanical, and electrical systems, and site improvements as applicable (on and off-site) to the extent required to provide the successful completion of the Project, types and makeup of materials, and outline specifications (Design Development Documents) for presentation to Owner's governing board or other governing body for approval.

2.1.5.2 Architect shall provide a complete set of the Design Development Documents for Owner's review and approval. Additionally, at Owner's expense, Architect shall provide copies of the Design Development Documents as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the DSA, and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to Owner.

2.1.5.3 Architect shall provide Owner with an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents and a breakdown based on types of materials and specifications identified in the Design Development Documents. However, if a Lease-Leaseback or Construction Manager Project delivery method is selected, the Architect will only be responsible to review and provide comments regarding the estimate provided by others. Architect's estimate of probable construction cost will be furnished upon conventional means of analysis using model costing, square-foot or systems/assembly analysis.

2.1.5.4 Architect shall provide Owner with a timetable for completion of the Project.

2.1.5.5 Architect shall assist Owner in applying for and obtaining required approvals from DSA, or other governing authority having jurisdiction over the Project, as the case may be, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for securing priorities, materials, as an aid in construction of the Project, and in obtaining final Project approval and acceptance by DSA as required.

2.1.5.6 Architect shall provide a color schedule of all materials and selections of textures, finishes, and other items requiring an aesthetic decision at this phase of the Project for Owner's review and approval.

2.1.6 Building Permits and Conformity to Legal Requirements.

2.1.6.1 Architect shall cause drawings and specifications to conform to and adequately address applicable requirements of federal, state, regional, and local law, DSA requirements (structural safety, fire/life safety, and access compliance sections), and requirements of the CDE, which must approve the drawings and specifications, and shall cause the necessary copies of such drawings and specifications to be filed with those agencies for approval.

2.1.6.2 Architect will use its best professional efforts to interpret applicable access requirements, including those of the Americans with Disabilities Act and California law, and inform Owner of any inconsistencies between federal and state accessibility regulations and requirements which are subject to conflicting interpretations of the law.

2.1.7 Working Drawings and Specifications.

2.1.7.1 Upon Owner's specific written approval of the Design Development Documents, Architect shall prepare such complete working drawings and specifications as are necessary to obtain complete bids and efficient and thorough execution of work. Such working drawings shall be developed from the preliminary drawings approved by Owner. The completed working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems and utility service connection equipment and site work. It shall be Owner's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in Owner's possession. Using a thorough interior and exterior visual survey of site conditions, Architect will make a good-faith effort to verify the accuracy of such information and as-built drawings. Owner shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide Architect with any supplemental information which may be discovered but not shown on the as-built drawings.

The completed working drawings and specifications must be sufficient to enable Architect and Owner to secure the required permits and approvals from DSA and for Owner to obtain a responsible, responsive or bona fide bid or bids. The working drawings shall be clear and legible, so that uniform copies can be made on standard architectural size paper, properly indexed and numbered, and sufficient to be clearly copied and assembled in a professional manner by Architect.

2.1.7.2 Owner shall review, study, and check the completed working drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of the final plans by Owner's governing board or other governing body, subject to DSA approval. Architect shall make all Owner-requested changes, additions, deletions, and corrections in the completed working drawings and specifications so long as the changes are not in conflict with the requirements of those public agencies having jurisdiction or prior approval, or are inconsistent with earlier Owner direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to Owner's attention. The parties agree that, while the construction contractor will be responsible for construction methods and means, it is Architect who, as between Architect and Owner, possesses the requisite expertise to determine the constructability of the completed working drawings and specifications. Architect

warrants that the plans are sufficiently detailed and accurate to enable a competent contractor to perform the work.

2.1.7.3 Architect understands that should working drawings and specifications be ordered by Owner, Owner shall specify the sum of money set aside to cover the total cost of construction of the work exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a written statement to Owner's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that bids received by Owner indicate the work cannot be constructed for the specified sum in accordance with the working drawings and specifications furnished by Architect, Architect shall, if requested by Owner and without extra compensation, revise the working drawings and specifications so construction can be completed for a total cost which does not exceed the specified sum or so that certain portions of the Project can be omitted, deferred, or separately bid. The cost of revising the plans and specifications shall be borne by Owner only where Architect has given written notice in advance of bidding that the total construction cost will exceed Owner's specified sum and where Owner has not reasonably addressed any such written notice provided by Architect. Architect will not be required to make revisions without compensation when estimate has been provided by Lease-Leaseback Contractor or Construction Manager selected by Owner.

2.1.7.4 Architect shall provide a full set of the completed working drawings and specifications for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of any documents required by federal, state, regional, or local agencies concerned with the Project, including CDE and DSA. Any additional copies required shall be provided at cost to Owner.

2.1.7.5 Unless otherwise agreed, Architect shall provide at no additional expense one original two dimensional rendering of the Project suitable for public presentation, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering.

2.1.8 Construction Contract Documents.

If so required by Owner, Architect shall assist Owner in the completion of construction documents, including but not limited to advertisement for bids, information for bidders, bid forms (including alternate bids as requested by Owner), bonds, general conditions, special conditions, agreement, DVBE preferences, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of Owner and Owner's counsel. At the time the construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), are delivered, Architect shall provide Owner with its final estimate of probable construction cost ("Final Estimate") consistent with previous design development documents.

2.1.8.1 Architect's Statement of Probable Cost at the completion of final drawings and specifications shall be in sufficient elemental breakdown as to isolate and analyze general components of the project for budget and construction cost evaluation purposes.

2.1.8.2 In accordance with Title 24 of the California Code of Regulations, any amendments to, addenda or change orders that materially alter the approved drawings and specifications for construction shall be prepared by the Architect or Engineer in general responsible charge for the Project (ref. §4-338 Park 1, Title 24 C.C.R.). Any

amendments, modifications or changes to bidding documents, forms or procedures, and administrative contractual concerns or clarifications may be prepared by Owner's representative or delegated authority, which do not materially alter the approved drawings and specifications.

2.1.9 Bid Phase.

2.1.9.1 Following Owner's approval of the Construction Documents and Final Estimate, Architect shall provide to Owner one set of reproducible construction documents.

2.1.9.2 If the lowest responsive bid on the Project exceeds the Final Estimate by 10 percent after adjustment for change in the Construction Cost Index adopted by the State Allocation Board, Owner may request that Architect amend the final drawings and specifications to rebid the Project so that bids are within 10 percent of the Final Estimate. At Owner's request, Architect shall provide specifications which include alternate bids as deemed advisable by Owner.

2.1.10 Observation of Project.

Observation of the work executed from the final working drawings and specifications shall be in person by Project Architect provided that Owner may, in its discretion, consent to such observation by another competent representative of Architect.

2.1.11 Construction of Project.

Architect shall provide general administration of the Construction Documents, including but not limited to the following:

2.1.11.1 Participate with Owner in a pre-construction meeting with all interested parties.

2.1.11.2 Conduct site visits, as often as necessary and appropriate to the stage of construction but at least biweekly, to observe contractor's work for general conformance with the plans and specifications and to confirm that work is progressing in accordance with the Construction Documents and contractor's schedule.

2.1.11.3 Conduct site visits to communicate and observe the activities of the Project Inspector of Record, mutually acceptable to Architect and Owner and employed by Owner. Architect shall provide general direction of the work of the Inspector and coordinate in the preparation of record drawings by Inspector and/or Contractor indicating dimensions and location of all "as-built" conditions including but not limited to underground utility lines.

2.1.11.4 Cause engineers and other consultants as may be hired by Architect to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of the Project. Construction emergency shall mean any condition that potentially could have immediate adverse effects on the health, safety and welfare of current building occupants or nearby persons.

2.1.11.5 Make regular reports as may be required by applicable federal, state, regional, or local agencies.

2.1.11.6 Attend all appropriate construction management meetings and provide written reports to Owner after each construction meeting to keep Owner informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than biweekly.

2.1.11.7 Make written reports to Owner as necessary to inform Owner of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

2.1.11.8 Keep records of construction progress and time schedules and advise contractor and Owner of any substantial deviations from the time schedule which could delay timely completion of the Project.

2.1.11.9 In a timely manner, check and process all required material and test reports and report to the DSA and other governing agency having jurisdiction over the Project, as the case may be, the contractor, and Owner any deficiencies in material as reflected by those reports, with recommendations for correction of any deficiencies.

2.1.11.10 In a timely manner, review and respond to all requested schedules, submittals, shop drawings, samples, other information requests, and other submissions of the contractor, or the subcontractors through the contractor, for compliance with design and specifications and to facilitate timely and uninterrupted progress of the work.

2.1.11.11 As discussed with Owner, promptly reject work or materials which do not conform to the Construction Documents and notify Owner of any rejection.

2.1.11.12 In a timely manner, consult with Owner with regard to substitution of materials, equipment, and laboratory reports thereon prior to Owner's final, written approval of any substitutions.

2.1.11.13 Prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and any modifications as may be necessary to meet unanticipated conditions encountered during construction, that would have been detected by reasonable investigation as outlined in Article 2.1.7.1, at no additional expense to Owner. Architect's responsibility to bear the cost of necessary modifications arising from unanticipated conditions applies only to those conditions that should have been anticipated by a reasonable architect or its subcontractors, consultants, or employees in the performance of its duties under this Agreement. However, any documents and/or drawings required due to unforeseeable changed conditions, contractor error or Owner changes shall be subject to additional fees.

2.1.11.14 In a timely manner, evaluate and notify Owner in writing of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project (written notification may be accomplished by providing a copy of any request). Architect shall not order contractors to make any changes affecting contract price without Owner's written approval of a change order pursuant to the terms of the Construction Documents. On its own responsibility and pending approval of Owner's governing board or other governing body, Architect may order changes necessary at the time to meet construction emergencies if written approval by Owner's Representative is first secured.

2.1.11.15 Examine, verify, and approve contractor's applications for payment and issue certificates for payment for work and materials approved by the inspector which reflect Architect's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.

2.1.11.16 Coordinate final color and product selection with Owner's original design concept.

2.1.11.17 Determine date of completion.

2.1.11.18 After being notified the Project is nearing completion, Architect shall inspect the Project and review the punch-list prepared by the contractor, including minor items ("punch-list items"). Architect shall notify contractor in writing that all deficiencies and punch-list items must be corrected prior to acceptance of the Project and final payment. Owner shall be notified of all deficiencies and punch-list items.

2.1.11.19 Review materials assembled by the contractor and assemble for and provide to Owner written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings ("Final Working Drawings"), and any other materials required from the contractors and subcontractors in accordance with the Construction Documents.

2.1.11.20 Make any further observations of the Project reasonably necessary to confirm completion of punch-list items and to issue Architect's Certificate of Completion and final certificate for payment.

2.1.11.21 Cause engineers and other consultants as may be hired by Architect to file required documentation necessary to close out the Project with governmental authorities.

2.1.11.22 Record Set of Final Working Drawings.

2.1.11.22.1 On projects utilizing a Construction Manager or Lease-Leaseback Contractor, not later than 120 days after Architect's receipt of marked-up working drawings from the Construction Manager or Lease-Leaseback Contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor and Inspector. Architect shall review the record set of Final Working Drawings to ensure that they are a correct representation of the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor.

2.1.11.22.2 On projects not utilizing a Construction Manager, not later than 30 days after Architect's receipt of marked-up working drawings from the contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings

which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by contractor and Inspector. Architect shall review to ensure that the record set of Final Working Drawings is a correct representation of the information supplied to Architect by the Inspector and the contractor and shall request the certificates of the Inspector and the contractor that the record set of Final Working Drawings is correct.

2.1.11.22.3 Upon approval of the completed as-built drawings by Owner's Representative, Architect shall forward to Owner a complete set of reproducible duplicates of the original drawings corrected to "as-built" condition. The duplicates shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

2.1.11.22.4 In addition to the set of reproducible duplicates referred to above, Architect shall provide Owner with two copies of the "as-built" drawings electronically in a format designated by Owner.

2.1.11.22.5 Prior to receipt of final payment, Architect shall forward to Owner one clear and legible set of reproductions of the computations, the original copy of the specifications, the as-built drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and Architect's Certificate of Completion.

2.1.11.23 Architect shall provide advice to Owner on apparent deficiencies in construction during the one-year warranty period following acceptance of work.

2.1.11.23.1 Architect and Architect's consultants shall provide assistance to the Owner in preparing a six-month written evaluation of the Project's finish hardware and HVAC systems.

2.1.11.23.2 Architect and Architect's consultants shall provide assistance to Owner in preparing an 11-month written evaluation of items of repair, replacement, etc., for warranty items.

2.2 Additional Services of Architect.

At Owner's request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. Owner may agree to pay Architect for such services if those services cause Architect additional expense through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless Owner and Architect agree in writing as to the amount of compensation for such services prior to the services being rendered.

2.2.1 Plan preparation and/or administration of work on portions of the Project separately bid (not applicable to projects utilizing Multi-Prime Construction Management).

2.2.2 Assistance to Owner in selection of moveable furniture, equipment, or items which are not included in Construction Documents.

2.2.3 Services caused by contractor's late submission of substitution requests, by the delinquency, default, or insolvency of contractor, or by major defects in contractor's work in performance of the construction contract.

2.2.4 Substantial subsequent revisions in drawings, specifications, or other project documents when required as a result of:

2.2.4.1 Changes requested by Owner;

2.2.4.2 Revisions being inconsistent with prior written approvals or instructions due to causes beyond Architect's control;

2.2.4.3 An approved contractor substitution request.

2.2.5 Serving as an expert witness on Owner's behalf.

2.2.6 Observation of repair of damages to the Project.

2.2.7 Additional work required for environmental conditions, i.e., asbestos, unforeseen site conditions.

2.2.8 Additional site reviews or other work required solely as a result of the fault of Owner more than 60 calendar days past the scheduled date of project completion.

ARTICLE 3. OWNER'S RESPONSIBILITIES.

Owner's responsibilities shall include the following:

3.1 Make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.

3.2 Depending upon the scope of the Project, furnish Architect with, or direct Architect to procure at Owner's expense, a survey of the Project site prepared by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other pertinent information. Owner shall also provide a soils investigation report and a geological report if required by law.

3.3 Upon mutual agreement with Architect, appoint and pay an Inspector of Record as provided by state law. The Inspector shall be qualified and approved by Architect and by the DSA, with its work under the general direction of Architect. The Inspector shall be responsible to Owner and act in accordance with Owner's policies. The project administration by Architect and its engineers shall be in addition to the continuous personal supervision by the Inspector.

3.4 Assist Architect in distributing plans to bidders and conducting the opening of bids on the Project, if applicable.

3.5 Conduct chemical, mechanical, or other tests required for proper design of the Project; furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for proper development of the required drawings and specifications and determine soil condition.

3.6 Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

3.7 Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency.

3.8 Designate a representative authorized to act as liaison between Architect and Owner in administration of this Agreement and the Construction Documents. Owner's authorized representative shall assist Architect in conducting inspections and preparing the list of deficiencies and shall accompany Architect and contractor on the final inspection.

3.9 Review all documents submitted by Architect, including change orders and other items requiring Owner's approval; advise Architect of decisions pertaining to those documents within a reasonable time after submission.

3.10 Notify Architect if any deficiencies in material or workmanship become apparent during contractor's warranty period.

ARTICLE 4. ARCHITECT'S FEE.

4.1 For performance of all services rendered, Owner shall pay to Architect the amount specified in Exhibits A and B incorporated herein by reference, which constitutes complete payment for Architect's services under this Agreement.

4.1.1 Unless otherwise agreed in writing, Architect's compensation is not contingent on Owner obtaining funding for the Project.

4.1.2 Unless otherwise agreed, the construction cost for Multi-Prime Construction Management projects shall include the construction management fee and general conditions costs of the Construction Manager, and be calculated on the total collective cost of all Multi-Prime contracts.

4.1.3 When Architect's compensation is based on a percentage of construction cost and any portion of the Project is deleted or otherwise not constructed, compensation for that portion of the Project shall be payable to the extent services are performed on that portion based on the lowest bona fide bid or estimate.

4.2 Payment for Additional Services. Architect shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by Owner's governing board or other governing body:

4.2.1 For services in addition to Architect's basic services, the required written approval shall specify the fee for those services, which may be a flat amount or Architect's standard hourly rates.

4.2.2 With the required prior approval, special consultants may be paid at a multiple of 1.15 times the amount billed to Architect by the special consultants.

4.2.3 Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services beyond those required in 2.1.3.1.

4.2.3 Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services not included in 2.1.3.2.

4.3 Reimbursable Expenses.

Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, identified as:

4.3.1 Expenses of preauthorized transportation, excluding ordinary mileage normally incurred, in connection with the Project.

4.3.2 Expenses in connection with preauthorized out-of-town travel. Pre-authorized transportation shall include travel outside the Bakersfield Metropolitan Service Area (75 miles round trip), including trips/flights to public agencies (e.g., to State agency/s remotely located – DSA, OPSC, CDE, etc.). Expenses include municipal/private charges associated with destination fees – and not considered a parking violation.

4.3.3 Fees required to be paid in order to secure approval of authorities having jurisdiction over the Project.

4.3.4 Expenses of reproductions of drawings and specifications, as authorized and/or required herein including, without limitation, reproduction of documents provided by the Owner or generated by the Architect and its consultants for the Owner.

4.3.5 Other costs/expenses preauthorized by Owner.

4.3.6 Unless otherwise agreed, Architect shall provide at no additional expense one original rendering of the Project, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering. Any other presentation graphics, renderings, charts, graphs, or similar visual communication requested by Owner shall be reimbursed at Architect's cost.

ARTICLE 5. PAYMENTS TO ARCHITECT.

5.1 Architect's compensation shall be paid by Owner to Architect monthly, incrementally based upon the percentage of work completed as reflected in Exhibit B.

5.2 In order to receive payment, Architect shall present Owner with a claim for payment for approval by Owner's Representative which shall designate services performed, percentage of work completed, method of computation of amount payable, and amount to be paid.

5.3 Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of those services or in such other manner as the parties shall specify when those services are agreed upon.

ARTICLE 6. INSTRUCTIONS TO PROCEED.

Architect is not to proceed with performance of any services under this Agreement without first securing authorization from Owner to do so.

ARTICLE 7. TIME SCHEDULE.

7.1 Architect shall perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon Owner's request, Architect shall prepare an estimated time schedule for the performance of Architect's services, to be adjusted as the Project proceeds, including allowances for periods of time required for Owner's review and approval of submissions and for approvals by authorities having jurisdiction over project approval and funding. The schedule shall not be exceeded by Architect without Owner's prior written approval.

7.2 Any delays in Architect's work because of the actions of Owner or its employees, those in direct contractual relationship with Owner, a governmental agency having jurisdiction over the Project, or an act of God or other unforeseen occurrence, not due to any fault or negligence on Architect's part, shall be added to the time for completion of any obligations of Architect.

7.3 Should Architect apply for an extension of time, Architect shall submit evidence that any required insurance policies remain in effect during the requested additional time.

ARTICLE 8. SUSPENSION, ABANDONMENT, TERMINATION.

8.1 Owner hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of any suspension, abandonment, or termination, Architect shall be paid pursuant to any applicable schedule of payments for services rendered up to the date of any suspension, abandonment, or termination, less any damages suffered by Owner as a result of Architect's default, if any. Architect hereby expressly waives any and all claims for damages or balance of compensation arising under this Agreement, except as set forth herein, in the event of any suspension, abandonment, or termination.

8.2 If Architect's services are suspended by Owner, Owner may require Architect to resume services by giving written notice to Architect within 90 consecutive calendar days after the effective date of the suspension.

8.3 Where more than 90 days beyond the effective date of suspension or abandonment by Owner, Architect may terminate this Agreement by giving Owner 10 days' written notice.

8.4 Upon suspension, abandonment, or termination, Architect shall, if requested by Owner, turn over to Owner all preliminary studies, sketches, working drawings, specifications, computations, and all other items to which Owner would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid following termination of this Agreement, Owner shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement. Architect shall make such documents available to Owner upon request, without additional compensation, and in any format specified by Owner.

ARTICLE 9. OWNERSHIP AND USE OF DOCUMENTS.

9.1 Pursuant to California Education Code Section 17316, all plans, specifications, estimates, and other documents, including any and all electronic data magnetically or otherwise recorded electronically prepared by Architect pursuant to this Agreement, shall be and remain the property of Owner. Any documents supplied pursuant to this Agreement shall be the property of Owner whether or not the work for which they were made is executed. Architect and its

consultants shall be deemed the authors and shall retain all common law, statutory, and other reserved rights, including copyrights.

9.2 Architect grants to Owner the right to reuse all or part of the aforementioned documents, at its sole discretion, for the construction of all or part of this Project or another project contracted for Owner. Owner is not bound by this Agreement to employ the services of Architect in the event such documents are reused. Owner's reuse of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. Owner shall indemnify, hold harmless, and defend Architect and its officers, directors, consultants, agents, and employees from all claims of any kind arising out of such use, reuse, or modification of any documents prepared by Architect. Architect makes no warranty or representation that such documents are suitable for use on any subsequent project or for other purposes in time or geographical location.

9.3 This Agreement creates a nonexclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property authored or held by Architect or its subconsultants embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship by Architect or its subconsultants 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. Architect shall require any and all subcontractors and consultants to agree in writing that Owner is granted a nonexclusive and perpetual license for any work performed pursuant to this Agreement.

9.4 Architect represents and warrants that it has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, or other documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall hold harmless and indemnify Owner for any breach of this Article. Architect makes no such representation or warranty with 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, prepared by design professionals other than Architect or Architect's subcontractors or consultants and provided to Architect by Owner. Owner recognizes that Architect does not hold title or rights to the use of other "product" publications in the preparation of project documents (such as software, code and specification subscription services, details and specifications of manufacturers, etc.) and therefore cannot grant transitory rights to Owner, nor can Architect represent or warrant rights to license these types of intellectual property.

ARTICLE 10. INDEMNITY.

10.1 Architect shall hold harmless, assume the defense of, and indemnify Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

10.2 By way of written agreements, Architect shall require each and every one of its subcontractors and consultants engaged in work related to this Agreement to indemnify and defend Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the subcontractor or consultant in the performance of work related to this

Agreement. Architect agrees that any failure to provide any such subcontractor or consultant agreement for indemnity and defense shall be deemed an act or omission arising out of, pertaining to, and relating to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

10.3 Owner shall hold harmless, assume the defense of, and indemnify Architect, its officers, and employees from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Owner, its officers, or employees in the performance of this Agreement.

ARTICLE 11. ERRORS AND OMISSIONS.

Architect shall be liable for any damages and costs incurred by, and any claims against, Owner that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect. Additionally, Architect shall not be entitled to any fee for additional services or reimbursement of costs for work required due to Architect's negligence, recklessness, or willful misconduct, or that of Architect's subcontractors, consultants, and/or employees in the performance of services under this Agreement.

ARTICLE 12. INSURANCE.

From the time this Agreement is entered into until the date of Owner's acceptance of the work, Architect shall maintain insurance in full force and effect, as set forth in this Agreement, at its sole cost and expense. All insurance shall be with a carrier satisfactory to Owner. Prior to commencement of work, Architect shall furnish to Owner a certificate of insurance evidencing the required coverages. Owner shall not be obligated to make any payment to Architect until after its receipt and acceptance of that certificate.

12.1 Workers' compensation insurance, as required by applicable laws, and employer's liability insurance with a limit not less than \$1,000,000.

12.2 Comprehensive general liability insurance for bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Comprehensive general liability policies obtained and maintained by Architect shall contain endorsements naming Owner and other interested parties who have insurable interests and are designated by Owner as additional insureds and shall include products' completed coverage and operations coverage, as well as contractual liability coverage for liability assumed by Architect under this Agreement.

12.3 Professional liability insurance coverage of \$1,000,000.

12.4 Automobile liability insurance coverage of \$1,000,000.

12.5 In addition to other insurance requirements of this Agreement, Owner may require Architect to obtain a non-cancelable policy of project insurance for a duration of three years after completion of the Project. If Owner requires Architect to obtain project insurance, that insurance shall begin when construction begins, at which time Architect shall provide Owner with evidence of its existence. The cost of project insurance shall be borne by Owner.

ARTICLE 13. RECORDS.

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to extra and special services on the Project that are compensable by other than a flat rate.

Architect shall maintain all records of accounts between Owner and Architect on a generally recognized accounting basis. Those records shall be available to Owner or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of three years after its completion.

ARTICLE 14. STANDARDIZED MANUFACTURED ITEMS.

Architect shall cooperate and consult with Owner in use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to Owner's criteria to the extent the criteria do not interfere with project design or legal bid requirements.

ARTICLE 15. LIMITATION OF AGREEMENT.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the Design Development Documents are approved, unless this Agreement is amended by the parties to include additional work as part of the Project. Any subsequent construction by Owner at the site of the Project, or at any other site, will be covered by and the subject of a separate agreement for architectural services between Owner and the architect chosen by Owner.

ARTICLE 16. MEDIATION.

If the parties mutually agree, disputes arising from this Agreement may be submitted to mediation. The parties shall select a disinterested third-person mediator, mutually agreed to by the parties, within a reasonable period of time. The mediation shall be commenced within 30 days of the selection of the mediator. If the parties elect to mediate but fail to select a mediator within a 15-day period, any party may petition the Superior Court of the county in which Owner's administrative offices are located to appoint the mediator.

ARTICLE 17. COMPLIANCE WITH THE LAW.

Architect shall use reasonable professional judgment and care to comply with and meet applicable requirements of federal, state, regional, or local law, including but not limited to the California Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

ARTICLE 18. INDEPENDENT CONTRACTOR.

For all purposes arising out of this Agreement, Architect is an independent contractor and neither Architect nor its subcontractors, consultants, or employees shall be deemed employees of Owner for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which Owner's employees are entitled, including but not limited to overtime, vacation, insurance and retirement benefits, workers' compensation benefits, injury or sick leave, or other benefits.

ARTICLE 19. SUCCESSORS IN INTEREST AND ASSIGNS.

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement, provided however that Architect shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties, or obligations without prior written consent of Owner's governing board or other governing body. Any attempted assignment without such consent shall be invalid.

ARTICLE 20. ASBESTOS CERTIFICATION.

Pursuant to 40 Code of Federal Regulations, Section 763.99(a)(7), Architect shall certify to its best information that no asbestos-containing material was specified as a building material in any construction document for the Project and will reasonably endeavor to compel contractors to provide Owner with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). This certification shall be part of the final project submittal. Architect shall include statements in specifications that materials containing asbestos are not to be included.

ARTICLE 21. RESERVED.

ARTICLE 22. NO RIGHTS IN THIRD PARTIES.

This Agreement shall not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

ARTICLE 23. MISCELLANEOUS.

The following terms and conditions shall be applied to this Agreement:

23.1 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the state of California.

23.2 Entire Agreement.

This Agreement, including any exhibits to which it refers, supersedes any and all other prior or contemporaneous oral or written agreements between the parties. Each party acknowledges that no representation, inducement, promise, or agreement has been made by any person which is not incorporated herein and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing and signed by all parties to this Agreement.

23.3 Severability.

Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

23.4 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specified in writing.

23.5 Supplemental Conditions.

Any supplemental conditions shall be attached to this Agreement and incorporated herein by reference. [SEE ATTACHED]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this ____ day of _____, 20____.

ARCHITECT

Signature: 
Name: Robert Thornton
Title: Senior Partner | Architect

OWNER

Signature: _____
Name: _____
Title: _____

EXHIBIT B

PURSUANT TO

AGREEMENT FOR ARCHITECTURAL SERVICES
BETWEEN
TETER, LLP AND LOS BANOS UNIFIED SCHOOL DISTRICT



TETER

7535 N. PALM AVE. 201 | FRESNO, CA 93711 | 559.437.0887 T
125 S. BRIDGE ST. 150 | VISALIA, CA 93291 | 559.625.5246 T
1209 DISCOVERY DR. 140 | BAKERSFIELD, CA 93309 | 661.843.6400 T
1218 K ST. 100 | MODESTO, CA 95384 | 209.677.2288 T
751 MARSH ST. 200 | SAN LUIS OBISPO, CA 93401 | 805.439.3353 T
ARCHITECTS ENGINEERS CONNECTED

HOURLY RATE SCHEDULE

July 1, 2018

ARCHITECTURE

Senior Principal Architect	\$170.00/hr
Principal Architect	\$160.00/hr
Managing Architect	\$140.00/hr
Senior Architect	\$130.00/hr
Associate Architect	\$115.00/hr
Architect	\$105.00/hr

CIVIL ENGINEERING

Senior Principal Civil Engineer	\$170.00/hr
Principal Civil Engineer	\$160.00/hr
Managing Civil Engineer	\$135.00/hr
Senior Civil Engineer	\$125.00/hr
Associate Civil Engineer	\$110.00/hr
Civil Engineer	\$100.00/hr

STRUCTURAL ENGINEERING

Senior Principal Structural Engineer	\$180.00/hr
Principal Structural Engineer	\$170.00/hr
Managing Structural Engineer	\$160.00/hr
Senior Structural Engineer	\$135.00/hr
Associate Structural Engineer	\$125.00/hr
Structural Engineer	\$115.00/hr

MECHANICAL ENGINEERING

Senior Principal Mechanical Engineer	\$180.00/hr
Principal Mechanical Engineer	\$170.00/hr
Managing Mechanical Engineer	\$160.00/hr
Senior Mechanical Engineer	\$135.00/hr
Associate Mechanical Engineer	\$125.00/hr
Mechanical Engineer	\$115.00/hr

ELECTRICAL ENGINEERING

Senior Principal Electrical Engineer	\$190.00/hr
Principal Electrical Engineer	\$180.00/hr
Managing Electrical Engineer	\$170.00/hr
Senior Electrical Engineer	\$140.00/hr
Associate Electrical Engineer	\$130.00/hr
Electrical Engineer	\$120.00/hr

COURT APPEARANCES | EXPERT TESTIMONY | CONSULTATION

Professional Engineer	\$300.00/hr
Architect	\$300.00/hr

SPECIALTY SERVICES

Certified Access Specialist (CASp)	\$145.00/hr
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CONSTRUCTION ADMINISTRATION

Principal Construction Administrator	\$170.00/hr
Managing Construction Administrator	\$140.00/hr
Senior Construction Administrator	\$115.00/hr
Associate Construction Administrator	\$100.00/hr
Construction Administrator	\$85.00/hr

PROJECT MANAGEMENT

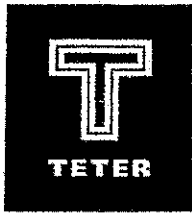
Principal Project Manager	\$160.00/hr
Project Manager III	\$140.00/hr
Project Manager II	\$115.00/hr
Project Manager I	\$100.00/hr
Assistant Project Manager	\$85.00/hr
Job Captain II	\$90.00/hr
Job Captain I	\$85.00/hr
Project Administrator	\$70.00/hr

SUPPORT SERVICES

Engineer-In-Training III	\$85.00/hr
Engineer-In-Training II	\$80.00/hr
Engineer-In-Training I	\$75.00/hr
Design Professional II	\$75.00/hr
Design Professional I	\$70.00/hr
BIM/CADD Manager	\$130.00/hr
BIM Coordinator	\$110.00/hr
Revit/CADD Operator IV	\$95.00/hr
Revit/CADD Operator III	\$80.00/hr
Revit/CADD Operator II	\$70.00/hr
Revit/CADD Operator I	\$60.00/hr
Interior Designer	\$70.00/hr
Graphic Designer	\$70.00/hr
Clerical	\$65.00/hr

REIMBURSABLE ITEMS

Mileage	Current Federal Rate + 15%
Prints (11" x 17")	\$0.15/sheet
Prints (24" x 32")	\$1.00/sheet
Prints (24" x 36")	\$1.50/sheet
Prints (30" x 42")	\$2.00/sheet
Sub-Consultants	Invoice + 15%
Other Direct Costs	Cost + 15%



ARCHITECTS
ENGINEERS
CONNECTED

EXHIBIT A

October 4, 2018

Don Laursen
Administrative Services
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635

Subject: Scope of Work and Fee Proposal for
San Luis High School Portable Addition
Project No.: 18-11009

Don:

TETER is pleased to assist Los Banos School District with their portable classroom addition to San Luis High School. This proposal describes our understanding of the project scope, fee proposal and project schedule. We appreciate the opportunity to assist the District and are willing to discuss any questions you might have.

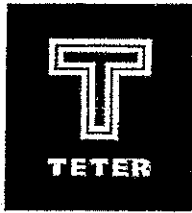
Project Scope

Architectural and Engineering services for Construction Documents thru Construction Administration for the installation of one DSA PC Approved Relocatable Classroom and associated site work per the attached site plan and following description:

The district would like to expand the existing campus with one additional portable building located along the northwest edge of the campus located on the adjacent district property. The buildings will be set on manufacturer's standard wood foundation over aggregate base. Site work improvements could be extensive because of the age of the campus. We will need to provide path of travel from the parking lot, administration building, restroom, public sidewalk and the new portable. The site appears to have adequate power but will require extension of new conduits. Fire alarm and data will also be extended to these buildings. In addition, a new main fire alarm panel will most likely be required along with a voice notification system for the new portable.

Estimate of Probable Costs

Because of the unknown extent of site issues, TETER is unable to provide an estimate at this time. A conceptual estimate will be provided during the design process.



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5. DSA Close Out:

- Close out is limited to this scope of work only, and excludes any existing non-certified DSA applications (Part of task 2)

Proposed Schedule

<u>Phase</u>	<u>Duration</u>
• Start	November 26, 2018
• Construction Documents	January 14, 2019
• DSA Approval (OTC)	January 21, 2019
• Bidding	February 2019
• Construction Administration	April to August 2019
• DSA Close out	September 2019

Deliverables

1. Construction Documents and Specifications for bidding and construction. For reproductions, see "Reimbursable".

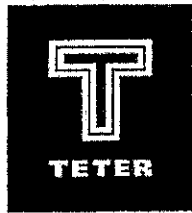
Proposed Fees

TETER is proposing the following fixed A/E fee based on the estimated time to complete the necessary drawings and project steps determined. The following is a breakdown of our fees for your information:

Architectural	\$18,000 (portable)
Architectural	\$6,000 (site ADA path of travel)
Electrical	\$7,500
Civil	\$8,000
Total	\$39,500

The fee will be billed on a percent complete basis according to the schedule.

<u>Phase</u>	<u>Portion of Fee</u>
• Construction Documents 65%	\$25,675
• DSA Approval (OTC) 5%	\$1,975
• Bidding 5%	\$1,975
• Construction Administration 20%	\$7,900
• DSA Close out 5%	\$1,975
Total	\$39,500



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Reimbursable Expenses: Separate from this fee are not expected to exceed \$2,000.

Reimbursable – The following items are considered to be reimbursable expenses to the contract:

- A. Reproductions, plans, reports, and documents required outside of Architect's normal working sets and in-house progress sets shall be a reimbursable expense to be billed to the Owner at the Architect's actual costs plus 15% to cover handling/accounting expenses.
- B. Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed to the Owner at the Architect's actual cost plus 15% to cover handling/ accounting expenses.
- C. Mileage associated with client approved travel will be billed at \$0.57 per mile plus 15% to cover handling/ accounting expenses (ex: DSA, plan agency review, etc.).

Exclusions

- 1. Standard architectural agreement indicates scope of work and project phases not applicable to a portable project. The attached agreement supersedes these requirements.
- 2. Detailed Cost Estimates.
- 3. DSA close out of previous projects.
- 4. Landscape design
- 5. Additional accessibility improvements (site and/or facilities) beyond those indicated (if required by DSA) are an additional service.
- 6. Unforeseen scope of work.
- 7. Costs for city/ county UGM fees, capital improvement fees, school fees, plan check fees, permit fees, developer fees, and any other city/ county or agency fees associated with the project.
- 8. Costs for Environmental Site Assessments, CEQA, DTSC, etc.
- 9. Costs for Archeological Surveys, Endangered Species studies or reports
- 10. California Geological Survey (CGS) Reports and filing fees
- 11. Adequate water, power, storm drain and sewer utility service is assumed to be available on site.
- 12. Client meetings beyond those outlined in this proposal.
- 13. District changes after approval of schematic design may require additional charges.
- 14. Topographic and Geotechnical services.
- 15. Construction staking survey.
- 16. Input of the Contractors' as-built information into the electronic CAD files of the construction documents
- 17. Fire sprinkler design including fire line extension would be an additional fee if required by DSA
- 18. Fire Alarm Design for (E) buildings.
- 19. Any other fee or service not specifically described in this proposal

Board Reference Material

SUBJECT TITLE: Agreement: Teter, LLP for the Volta Elementary Modularity Project

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with Teter, LLP, architect, for the Volta Elementary Modularity Project.

BACKGROUND INFORMATION:

The Project includes design and construction administration services for the placement of three modular classrooms at Volta Elementary School. Teter has been selected by a competitive process that will allow the District to potentially capture State matching funds for the Project.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

\$48,600 from Developer Fees Fund 25.

ORIGINATOR: Don Laursen, Assistant Superintendent-Administrative Services
Date: November 8, 2018

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT is entered into this 4th day of October, 2018, between the Los Banos Unified School District of Merced County, California, hereinafter "Owner," and Teter, LLP, hereinafter "Architect."

Owner intends to construct the project ("Project") described as follows **Volta Elementary School Three (3) Portable Classrooms**.

Architect represents that it is fully licensed, qualified, and willing to perform the services required by this Agreement (with the understanding that if Architect is a corporation or other organization, the Project Architect specified, and not Architect itself, is fully licensed as an architect in the state of California).

Accordingly, the parties agree as follows:

ARTICLE 1. EMPLOYMENT OF ARCHITECT.

Owner contracts Architect pursuant to California Government Code Sections 4525-4529.5 and 53060 to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the Project. The term "Project Architect" as used in this document shall be referred to as the Architect in General Responsible Charge as defined under Title 24, Section 4-316 of the California Code of Regulations. Subject to Owner's approval, Architect shall name a specific person fully licensed to practice as an architect in the state of California to be the Project Architect. The Project Architect shall maintain personal oversight of the Project and act as principal contact with Owner, the contractor, Architect's consultants and engineers, and all inspectors on the Project. Any change in the Project Architect shall be subject to Owner's approval. The Project Architect is Robert V. Thornton, license number C-29052.

ARTICLE 2. ARCHITECT'S SERVICES.

2.1 Employment of Architect.

Architect accepts Contract and agrees to perform all the necessary professional architectural, engineering, and construction administration services in a professional manner, consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Architect understands the exact scope of services may be changed should Owner elect to utilize the Multi-Prime Construction Management or Lease-Leaseback project delivery methods. In that event, the Services Matrix for Construction Projects Utilizing Multi-Prime Construction Management or Lease-Leaseback Project Deliver Methods attached to this Agreement shall further clarify the scope of services and shall govern in instances of inconsistencies with language herein. Appropriate fee adjustments, in terms of credits and/or additional fees, may be made as a result of an election by Owner to utilize Multi-Prime Construction Management or Lease-Leaseback delivery methods for the Project. Architect shall provide the services referenced in this Agreement and additional services as agreed.

2.1.1 Communication with Owner.

Architect shall participate in consultations and conferences with Owner's authorized representatives and/or other local, regional, or state agencies concerned with the Project necessary for development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and Owner. Such consultations and conferences shall continue through planning and construction of the Project and contractors' warranty periods. Architect shall only take direction from staff specifically designated by Owner (the "Owner's Representative"). Owner's Representative for the Project shall be Don Laursen. Owner hereby certifies that the Owner's Representative has been duly authorized by Owner's governing board or other governing body to represent Owner on the Project. Owner may designate new and/or different individuals to act as Owner's Representative from time to time.

2.1.2 Hiring Consultants and Personnel.

2.1.2.1 Architect shall provide any and all required consultants, including without limitation, architects, engineers, and all other persons qualified and licensed to render services in connection with the basic services of planning and/or administration of the Project, typically limited to architects and structural, electrical, plumbing, mechanical engineers and utility engineers. Other consultants may be provided by express written agreement at additional cost to Owner. Architect may provide such services and personnel "in-house" or, with the written consent of Owner, employ outside consultants. The cost of any and all such consultants shall be borne by Architect. Architect may delegate to such consultants those duties which Architect is permitted by law to delegate without relieving Architect from administrative or other responsibility under law or this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants. Architect shall notify Owner of all consultants prior to commencement of their work.

2.1.2.2 All engineers, experts, and consultants retained by Architect in performance of this Agreement shall be licensed or certified, as the case may be, to practice in their respective professions, where required by law.

2.1.2.3 Structural, mechanical, civil, and electrical engineers and consultants hired by Architect shall show evidence of a policy of professional liability and/or project insurance, if available, meeting the requirements set forth in this Agreement.

2.1.2.4 Architect shall promptly obtain Owner's written approval of assignment and/or reassignment or replacement of engineers or consultants or other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by Owner.

2.1.2.5 Professionals, technical and other clerical personnel shall be retained by Architect at Architect's sole expense.

2.1.3 Initial Planning Phase of Project.

2.1.3.1 Architect shall assist Owner in preparation of educational programming for the Project to define scope, size, cost, space relationship, and site development. Assistance to Owner is understood to mean the review of Owner's prepared program, as it relates to determination of space and translation into physical area and corresponding cost (not actual development of the Owner's program).

2.1.3.2 Architect shall advise and assist Owner in determining the feasibility of the Project, analysis of the types and quality of materials and construction to be selected, the site location, and other initial planning matters.

2.1.3.3 Architect shall notify Owner in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.

2.1.3.4 Architect shall advise Owner in securing easements, encroachment permits, rights-of-way, dedications, infrastructures, and road improvements, coordinating with utilities and adjacent property owners.

2.1.3.5 If Owner elects the Lease-Leaseback Project delivery method, Architect shall provide those services designated in the Services Matrix for Construction Projects necessary to assist the Owner in establishing the Owner's educational or facility program/s, the financial feasibility, time requirements and limitations for the project prior to beginning design. Compensation for these services shall be enumerated in Exhibits A and B, incorporated herein by reference.

2.1.3.6 The Architect shall be responsible to investigate existing conditions or facilities and confirm such conditions or facilities as relates to work under this Project. The Architect or its consultant will conduct the research that is in its professional opinion necessary for the Project, and will incorporate such conditions that relate to work of this Project within the drawings for construction. Such services of the Architect or its consultants will be performed in a manner consistent with the ordinary standard of care.

2.1.4 Schematic Plan Phase of Project.

2.1.4.1 Architect shall provide a site plan and other Project-related information necessary and required for Owner's application for funds to finance the Project to any federal, state, regional, or local agency.

2.1.4.2 In cooperation with Owner's planners and educational committees, Architect shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project and the plot plan development at the site and the proposed architectural concept of the buildings, incorporating Owner's educational or facility program and functional requirements. Such drawings and plans (referred to collectively as the Schematic Plans) shall meet the requirements of the California Department of Education (CDE), regulations (California Code of Regulations, Title 5, Section 14000 et seq.), and guidelines and shall be prepared in a form suitable for submission to the CDE for approval, if applicable. The Schematic Plans shall show all rooms incorporated in each building in the Project in single-line drawings, and shall include all revisions required by Owner or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural representation drawings for the Project shall be in a form suitable for reproduction.

2.1.4.3 Architect shall establish a preliminary Project cost estimate in the format required by Owner or, if applicable, by the school construction funding agency identified by Owner. The purpose of the cost estimate is to show probable cost in relation to Owner's budget. If Architect perceives site considerations which impact the cost of the Project, Architect shall immediately disclose those conditions to Owner in writing. Architect shall provide a preliminary written time schedule for performance of the work

on the Project. Preliminary construction budget or allowance shall represent the Architect's best judgment as a professional familiar with the construction industry. This analysis may be based upon current area, volume or similar conceptual estimating techniques. The Architect shall not be required to make exhaustive or detailed estimates of project cost.

2.1.4.4 At its own expense, Architect shall provide a complete set of the Schematic Plans for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of the Schematic Plans as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the Division of State Architect (DSA), and any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required shall be provided at cost to Owner.

2.1.5 Design Development Phase of Project.

2.1.5.1 On Owner's specific written approval of the Schematic Plans, Architect shall prepare site and floor plans, elevations, and any other drawings and documents sufficient to fix and describe the size and character of the Project's structural, mechanical, and electrical systems, and site improvements as applicable (on and off-site) to the extent required to provide the successful completion of the Project), types and makeup of materials, and outline specifications (Design Development Documents) for presentation to Owner's governing board or other governing body for approval.

2.1.5.2 Architect shall provide a complete set of the Design Development Documents for Owner's review and approval. Additionally, at Owner's expense, Architect shall provide copies of the Design Development Documents as required by any federal, state, regional, or local agencies concerned with the Project, including but not limited to the CDE, the California Department of General Services, the DSA, and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to Owner.

2.1.5.3 Architect shall provide Owner with an updated estimate of probable construction costs, containing detail consistent with the Design Development Documents and a breakdown based on types of materials and specifications identified in the Design Development Documents. However, if a Lease-Leaseback or Construction Manager Project delivery method is selected, the Architect will only be responsible to review and provide comments regarding the estimate provided by others. Architect's estimate of probable construction cost will be furnished upon conventional means of analysis using model costing, square-foot or systems/assembly analysis.

2.1.5.4 Architect shall provide Owner with a timetable for completion of the Project.

2.1.5.5 Architect shall assist Owner in applying for and obtaining required approvals from DSA, or other governing authority having jurisdiction over the Project, as the case may be, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for securing priorities, materials, as an aid in construction of the Project, and in obtaining final Project approval and acceptance by DSA as required.

2.1.5.6 Architect shall provide a color schedule of all materials and selections of textures, finishes, and other items requiring an aesthetic decision at this phase of the Project for Owner's review and approval.

2.1.6 Building Permits and Conformity to Legal Requirements.

2.1.6.1 Architect shall cause drawings and specifications to conform to and adequately address applicable requirements of federal, state, regional, and local law, DSA requirements (structural safety, fire/life safety, and access compliance sections), and requirements of the CDE, which must approve the drawings and specifications, and shall cause the necessary copies of such drawings and specifications to be filed with those agencies for approval.

2.1.6.2 Architect will use its best professional efforts to interpret applicable access requirements, including those of the Americans with Disabilities Act and California law, and inform Owner of any inconsistencies between federal and state accessibility regulations and requirements which are subject to conflicting interpretations of the law.

2.1.7 Working Drawings and Specifications.

2.1.7.1 Upon Owner's specific written approval of the Design Development Documents, Architect shall prepare such complete working drawings and specifications as are necessary to obtain complete bids and efficient and thorough execution of work. Such working drawings shall be developed from the preliminary drawings approved by Owner. The completed working drawings and specifications shall set forth in detail the work to be done, materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems and utility service connection equipment and site work. It shall be Owner's responsibility to supply Architect with the necessary information to determine the proper location of all improvements on existing sites, including record drawings ("as-built drawings") in Owner's possession. Using a thorough interior and exterior visual survey of site conditions, Architect will make a good-faith effort to verify the accuracy of such information and as-built drawings. Owner shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide Architect with any supplemental information which may be discovered but not shown on the as-built drawings.

The completed working drawings and specifications must be sufficient to enable Architect and Owner to secure the required permits and approvals from DSA and for Owner to obtain a responsible, responsive or bona fide bid or bids. The working drawings shall be clear and legible, so that uniform copies can be made on standard architectural size paper, properly indexed and numbered, and sufficient to be clearly copied and assembled in a professional manner by Architect.

2.1.7.2 Owner shall review, study, and check the completed working drawings and specifications presented to it by Architect and make any necessary revisions or obtain approval of the final plans by Owner's governing board or other governing body, subject to DSA approval. Architect shall make all Owner-requested changes, additions, deletions, and corrections in the completed working drawings and specifications so long as the changes are not in conflict with the requirements of those public agencies having jurisdiction or prior approval, or are inconsistent with earlier Owner direction or Architect's professional judgment. Architect shall bring any such conflicts and/or inconsistencies to Owner's attention. The parties agree that, while the construction contractor will be responsible for construction methods and means, it is Architect who, as between Architect and Owner, possesses the requisite expertise to determine the constructability of the completed working drawings and specifications. Architect

warrants that the plans are sufficiently detailed and accurate to enable a competent contractor to perform the work.

2.1.7.3 Architect understands that should working drawings and specifications be ordered by Owner, Owner shall specify the sum of money set aside to cover the total cost of construction of the work exclusive of Architect's fees. Should it become evident that the total construction cost will exceed the specified sum, Architect shall at once present a written statement to Owner's Representative setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. In the event that bids received by Owner indicate the work cannot be constructed for the specified sum in accordance with the working drawings and specifications furnished by Architect, Architect shall, if requested by Owner and without extra compensation, revise the working drawings and specifications so construction can be completed for a total cost which does not exceed the specified sum or so that certain portions of the Project can be omitted, deferred, or separately bid. The cost of revising the plans and specifications shall be borne by Owner only where Architect has given written notice in advance of bidding that the total construction cost will exceed Owner's specified sum and where Owner has not reasonably addressed any such written notice provided by Architect. Architect will not be required to make revisions without compensation when estimate has been provided by Lease-Leaseback Contractor or Construction Manager selected by Owner.

2.1.7.4 Architect shall provide a full set of the completed working drawings and specifications for Owner's review and approval. Additionally, as a reimbursable expense, Architect shall provide copies of any documents required by federal, state, regional, or local agencies concerned with the Project, including CDE and DSA. Any additional copies required shall be provided at cost to Owner.

2.1.7.5 Unless otherwise agreed, Architect shall provide at no additional expense one original two dimensional rendering of the Project suitable for public presentation, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering.

2.1.8 Construction Contract Documents.

If so required by Owner, Architect shall assist Owner in the completion of construction documents, including but not limited to advertisement for bids, information for bidders, bid forms (including alternate bids as requested by Owner), bonds, general conditions, special conditions, agreement, DVBE preferences, and/or affirmative action documents, if required, and any other documents reasonably required in order to obtain bids responsive to the specifications. All such documents shall be subject to the approval of Owner and Owner's counsel. At the time the construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), are delivered, Architect shall provide Owner with its final estimate of probable construction cost ("Final Estimate") consistent with previous design development documents.

2.1.8.1 Architect's Statement of Probable Cost at the completion of final drawings and specifications shall be in sufficient elemental breakdown as to isolate and analyze general components of the project for budget and construction cost evaluation purposes.

2.1.8.2 In accordance with Title 24 of the California Code of Regulations, any amendments to, addenda or change orders that materially alter the approved drawings and specifications for construction shall be prepared by the Architect or Engineer in general responsible charge for the Project (ref. §4-338 Park 1, Title 24 C.C.R.). Any

amendments, modifications or changes to bidding documents, forms or procedures, and administrative contractual concerns or clarifications may be prepared by Owner's representative or delegated authority, which do not materially alter the approved drawings and specifications.

2.1.9 Bid Phase.

2.1.9.1 Following Owner's approval of the Construction Documents and Final Estimate, Architect shall provide to Owner one set of reproducible construction documents.

2.1.9.2 If the lowest responsive bid on the Project exceeds the Final Estimate by 10 percent after adjustment for change in the Construction Cost Index adopted by the State Allocation Board, Owner may request that Architect amend the final drawings and specifications to rebid the Project so that bids are within 10 percent of the Final Estimate. At Owner's request, Architect shall provide specifications which include alternate bids as deemed advisable by Owner.

2.1.10 Observation of Project.

Observation of the work executed from the final working drawings and specifications shall be in person by Project Architect provided that Owner may, in its discretion, consent to such observation by another competent representative of Architect.

2.1.11 Construction of Project.

Architect shall provide general administration of the Construction Documents, including but not limited to the following:

2.1.11.1 Participate with Owner in a pre-construction meeting with all interested parties.

2.1.11.2 Conduct site visits, as often as necessary and appropriate to the stage of construction but at least biweekly, to observe contractor's work for general conformance with the plans and specifications and to confirm that work is progressing in accordance with the Construction Documents and contractor's schedule.

2.1.11.3 Conduct site visits to communicate and observe the activities of the Project Inspector of Record, mutually acceptable to Architect and Owner and employed by Owner. Architect shall provide general direction of the work of the Inspector and coordinate in the preparation of record drawings by Inspector and/or Contractor indicating dimensions and location of all "as-built" conditions including but not limited to underground utility lines.

2.1.11.4 Cause engineers and other consultants as may be hired by Architect to observe the work completed under their engineering disciplines as required, and approve and review all test results for general conformance with the original approved documents for their portion of the Project. Construction emergency shall mean any condition that potentially could have immediate adverse effects on the health, safety and welfare of current building occupants or nearby persons.

2.1.11.5 Make regular reports as may be required by applicable federal, state, regional, or local agencies.

2.1.11.6 Attend all appropriate construction management meetings and provide written reports to Owner after each construction meeting to keep Owner informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the work, but no less than biweekly.

2.1.11.7 Make written reports to Owner as necessary to inform Owner of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.

2.1.11.8 Keep records of construction progress and time schedules and advise contractor and Owner of any substantial deviations from the time schedule which could delay timely completion of the Project.

2.1.11.9 In a timely manner, check and process all required material and test reports and report to the DSA and other governing agency having jurisdiction over the Project, as the case may be, the contractor, and Owner any deficiencies in material as reflected by those reports, with recommendations for correction of any deficiencies.

2.1.11.10 In a timely manner, review and respond to all requested schedules, submittals, shop drawings, samples, other information requests, and other submissions of the contractor, or the subcontractors through the contractor, for compliance with design and specifications and to facilitate timely and uninterrupted progress of the work.

2.1.11.11 As discussed with Owner, promptly reject work or materials which do not conform to the Construction Documents and notify Owner of any rejection.

2.1.11.12 In a timely manner, consult with Owner with regard to substitution of materials, equipment, and laboratory reports thereon prior to Owner's final, written approval of any substitutions.

2.1.11.13 Prepare all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and any modifications as may be necessary to meet unanticipated conditions encountered during construction, that would have been detected by reasonable investigation as outlined in Article 2.1.7.1, at no additional expense to Owner. Architect's responsibility to bear the cost of necessary modifications arising from unanticipated conditions applies only to those conditions that should have been anticipated by a reasonable architect or its subcontractors, consultants, or employees in the performance of its duties under this Agreement. However, any documents and/or drawings required due to unforeseeable changed conditions, contractor error or Owner changes shall be subject to additional fees.

2.1.11.14 In a timely manner, evaluate and notify Owner in writing of any change requests, material change or changes, requested or necessary, in the plans and specifications of the Project (written notification may be accomplished by providing a copy of any request). Architect shall not order contractors to make any changes affecting contract price without Owner's written approval of a change order pursuant to the terms of the Construction Documents. On its own responsibility and pending approval of Owner's governing board or other governing body, Architect may order changes necessary at the time to meet construction emergencies if written approval by Owner's Representative is first secured.

2.1.11.15 Examine, verify, and approve contractor's applications for payment and issue certificates for payment for work and materials approved by the inspector which reflect Architect's recommendation as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents or for some other reason.

2.1.11.16 Coordinate final color and product selection with Owner's original design concept.

2.1.11.17 Determine date of completion.

2.1.11.18 After being notified the Project is nearing completion, Architect shall inspect the Project and review the punch-list prepared by the contractor, including minor items ("punch-list items"). Architect shall notify contractor in writing that all deficiencies and punch-list items must be corrected prior to acceptance of the Project and final payment. Owner shall be notified of all deficiencies and punch-list items.

2.1.11.19 Review materials assembled by the contractor and assemble for and provide to Owner written warranties, guarantees, owner's manuals, instruction books, diagrams, record drawings ("Final Working Drawings"), and any other materials required from the contractors and subcontractors in accordance with the Construction Documents.

2.1.11.20 Make any further observations of the Project reasonably necessary to confirm completion of punch-list items and to issue Architect's Certificate of Completion and final certificate for payment.

2.1.11.21 Cause engineers and other consultants as may be hired by Architect to file required documentation necessary to close out the Project with governmental authorities.

2.1.11.22 Record Set of Final Working Drawings.

2.1.11.22.1 On projects utilizing a Construction Manager or Lease-Leaseback Contractor, not later than 120 days after Architect's receipt of marked-up working drawings from the Construction Manager or Lease-Leaseback Contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor and Inspector. Architect shall review the record set of Final Working Drawings to ensure that they are a correct representation of the information supplied to Architect by the Construction Manager or Lease-Leaseback Contractor.

2.1.11.22.2 On projects not utilizing a Construction Manager, not later than 30 days after Architect's receipt of marked-up working drawings from the contractor, Architect shall review and forward the record set of Final Working Drawings and specifications to Owner. The record set of Final Working Drawings shall indicate all changes made on the Project, by change order or otherwise, and all information called for in the specifications, producing a record set of drawings

which show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project based upon the information supplied to Architect by contractor and Inspector. Architect shall review to ensure that the record set of Final Working Drawings is a correct representation of the information supplied to Architect by the Inspector and the contractor and shall request the certificates of the Inspector and the contractor that the record set of Final Working Drawings is correct.

2.1.11.22.3 Upon approval of the completed as-built drawings by Owner's Representative, Architect shall forward to Owner a complete set of reproducible duplicates of the original drawings corrected to "as-built" condition. The duplicates shall be of such quality that clear and legible prints may be made without appreciable and objectionable loss of detail.

2.1.11.22.4 In addition to the set of reproducible duplicates referred to above, Architect shall provide Owner with two copies of the "as-built" drawings electronically in a format designated by Owner.

2.1.11.22.5 Prior to receipt of final payment, Architect shall forward to Owner one clear and legible set of reproductions of the computations, the original copy of the specifications, the as-built drawings, the final verified progress report pursuant to Title 21 of the California Code of Regulations, and Architect's Certificate of Completion.

2.1.11.23 Architect shall provide advice to Owner on apparent deficiencies in construction during the one-year warranty period following acceptance of work.

2.1.11.23.1 Architect and Architect's consultants shall provide assistance to the Owner in preparing a six-month written evaluation of the Project's finish hardware and HVAC systems.

2.1.11.23.2 Architect and Architect's consultants shall provide assistance to Owner in preparing an 11-month written evaluation of items of repair, replacement, etc., for warranty items.

2.2 Additional Services of Architect.

At Owner's request, Architect may be asked to perform services not otherwise included in this Agreement and/or services not customarily furnished in accordance with generally accepted architectural practice. Owner may agree to pay Architect for such services if those services cause Architect additional expense through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless Owner and Architect agree in writing as to the amount of compensation for such services prior to the services being rendered.

2.2.1 Plan preparation and/or administration of work on portions of the Project separately bid (not applicable to projects utilizing Multi-Prime Construction Management).

2.2.2 Assistance to Owner in selection of moveable furniture, equipment, or items which are not included in Construction Documents.

2.2.3 Services caused by contractor's late submission of substitution requests, by the delinquency, default, or insolvency of contractor, or by major defects in contractor's work in performance of the construction contract.

2.2.4 Substantial subsequent revisions in drawings, specifications, or other project documents when required as a result of:

2.2.4.1 Changes requested by Owner;

2.2.4.2 Revisions being inconsistent with prior written approvals or instructions due to causes beyond Architect's control;

2.2.4.3 An approved contractor substitution request.

2.2.5 Serving as an expert witness on Owner's behalf.

2.2.6 Observation of repair of damages to the Project.

2.2.7 Additional work required for environmental conditions, i.e., asbestos, unforeseen site conditions.

2.2.8 Additional site reviews or other work required solely as a result of the fault of Owner more than 60 calendar days past the scheduled date of project completion.

ARTICLE 3. OWNER'S RESPONSIBILITIES.

Owner's responsibilities shall include the following:

3.1 Make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.

3.2 Depending upon the scope of the Project, furnish Architect with, or direct Architect to procure at Owner's expense, a survey of the Project site prepared by a registered surveyor or civil engineer and any other record documents which shall indicate existing structures, land features, improvements, sewer, water, gas, electrical and utility lines, topographical information and boundary dimensions of the site, and any other pertinent information. Owner shall also provide a soils investigation report and a geological report if required by law.

3.3 Upon mutual agreement with Architect, appoint and pay an Inspector of Record as provided by state law. The Inspector shall be qualified and approved by Architect and by the DSA, with its work under the general direction of Architect. The Inspector shall be responsible to Owner and act in accordance with Owner's policies. The project administration by Architect and its engineers shall be in addition to the continuous personal supervision by the Inspector.

3.4 Assist Architect in distributing plans to bidders and conducting the opening of bids on the Project, if applicable.

3.5 Conduct chemical, mechanical, or other tests required for proper design of the Project; furnish such surveys, borings, test pits, and other tests as may be necessary to reveal conditions of the site which must be known for proper development of the required drawings and specifications and determine soil condition.

3.6 Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

3.7 Directly pay or reimburse the payment of all fees required by any reviewing or licensing agency.

3.8 Designate a representative authorized to act as liaison between Architect and Owner in administration of this Agreement and the Construction Documents. Owner's authorized representative shall assist Architect in conducting inspections and preparing the list of deficiencies and shall accompany Architect and contractor on the final inspection.

3.9 Review all documents submitted by Architect, including change orders and other items requiring Owner's approval; advise Architect of decisions pertaining to those documents within a reasonable time after submission.

3.10 Notify Architect if any deficiencies in material or workmanship become apparent during contractor's warranty period.

ARTICLE 4. ARCHITECT'S FEE.

4.1 For performance of all services rendered, Owner shall pay to Architect the amount specified in Exhibits A and B incorporated herein by reference, which constitutes complete payment for Architect's services under this Agreement.

4.1.1 Unless otherwise agreed in writing, Architect's compensation is not contingent on Owner obtaining funding for the Project.

4.1.2 Unless otherwise agreed, the construction cost for Multi-Prime Construction Management projects shall include the construction management fee and general conditions costs of the Construction Manager, and be calculated on the total collective cost of all Multi-Prime contracts.

4.1.3 When Architect's compensation is based on a percentage of construction cost and any portion of the Project is deleted or otherwise not constructed, compensation for that portion of the Project shall be payable to the extent services are performed on that portion based on the lowest bona fide bid or estimate.

4.2 Payment for Additional Services. Architect shall be paid for additional services not originally contemplated by the parties to this Agreement as follows, provided the additional services have received advance written approval by Owner's governing board or other governing body:

4.2.1 For services in addition to Architect's basic services, the required written approval shall specify the fee for those services, which may be a flat amount or Architect's standard hourly rates.

4.2.2 With the required prior approval, special consultants may be paid at a multiple of 1.15 times the amount billed to Architect by the special consultants.

4.2.3 Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services beyond those required in 2.1.3.1.

4.2.3 Hourly rates as indicated on the attached Standard Hourly Rate Schedule, including annual adjustments, plus reimbursable expenses for services not included in 2.1.3.2.

4.3 Reimbursable Expenses.

Reimbursable expenses are in addition to compensation for basic and additional services and include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, identified as:

4.3.1 Expenses of preauthorized transportation, excluding ordinary mileage normally incurred, in connection with the Project.

4.3.2 Expenses in connection with preauthorized out-of-town travel. Pre-authorized transportation shall include travel outside the Bakersfield Metropolitan Service Area (75 miles round trip), including trips/flights to public agencies (e.g., to State agency/s remotely located – DSA, OPSC, CDE, etc.). Expenses include municipal/private charges associated with destination fees – and not considered a parking violation.

4.3.3 Fees required to be paid in order to secure approval of authorities having jurisdiction over the Project.

4.3.4 Expenses of reproductions of drawings and specifications, as authorized and/or required herein including, without limitation, reproduction of documents provided by the Owner or generated by the Architect and its consultants for the Owner.

4.3.5 Other costs/expenses preauthorized by Owner.

4.3.6 Unless otherwise agreed, Architect shall provide at no additional expense one original rendering of the Project, three 30"x40" color prints, 12 14"x17" color prints, and 15 8"x10" color prints of the rendering. Any other presentation graphics, renderings, charts, graphs, or similar visual communication requested by Owner shall be reimbursed at Architect's cost.

ARTICLE 5. PAYMENTS TO ARCHITECT.

5.1 Architect's compensation shall be paid by Owner to Architect monthly, incrementally based upon the percentage of work completed as reflected in Exhibit B.

5.2 In order to receive payment, Architect shall present Owner with a claim for payment for approval by Owner's Representative which shall designate services performed, percentage of work completed, method of computation of amount payable, and amount to be paid.

5.3 Payments made for extra work or special services shall be made in installments, not more often than monthly, proportionate to the degree of completion of those services or in such other manner as the parties shall specify when those services are agreed upon.

ARTICLE 6. INSTRUCTIONS TO PROCEED.

Architect is not to proceed with performance of any services under this Agreement without first securing authorization from Owner to do so.

ARTICLE 7. TIME SCHEDULE.

7.1 Architect shall perform all services under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon Owner's request, Architect shall prepare an estimated time schedule for the performance of Architect's services, to be adjusted as the Project proceeds, including allowances for periods of time required for Owner's review and approval of submissions and for approvals by authorities having jurisdiction over project approval and funding. The schedule shall not be exceeded by Architect without Owner's prior written approval.

7.2 Any delays in Architect's work because of the actions of Owner or its employees, those in direct contractual relationship with Owner, a governmental agency having jurisdiction over the Project, or an act of God or other unforeseen occurrence, not due to any fault or negligence on Architect's part, shall be added to the time for completion of any obligations of Architect.

7.3 Should Architect apply for an extension of time, Architect shall submit evidence that any required insurance policies remain in effect during the requested additional time.

ARTICLE 8. SUSPENSION, ABANDONMENT, TERMINATION.

8.1 Owner hereby reserves the right to suspend or abandon at any time all or any of the construction work on the Project or to terminate this Agreement at any time. In the event of any suspension, abandonment, or termination, Architect shall be paid pursuant to any applicable schedule of payments for services rendered up to the date of any suspension, abandonment, or termination, less any damages suffered by Owner as a result of Architect's default, if any. Architect hereby expressly waives any and all claims for damages or balance of compensation arising under this Agreement, except as set forth herein, in the event of any suspension, abandonment, or termination.

8.2 If Architect's services are suspended by Owner, Owner may require Architect to resume services by giving written notice to Architect within 90 consecutive calendar days after the effective date of the suspension.

8.3 Where more than 90 days beyond the effective date of suspension or abandonment by Owner, Architect may terminate this Agreement by giving Owner 10 days' written notice.

8.4 Upon suspension, abandonment, or termination, Architect shall, if requested by Owner, turn over to Owner all preliminary studies, sketches, working drawings, specifications, computations, and all other items to which Owner would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid following termination of this Agreement, Owner shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement. Architect shall make such documents available to Owner upon request, without additional compensation, and in any format specified by Owner.

ARTICLE 9. OWNERSHIP AND USE OF DOCUMENTS.

9.1 Pursuant to California Education Code Section 17316, all plans, specifications, estimates, and other documents, including any and all electronic data magnetically or otherwise recorded electronically prepared by Architect pursuant to this Agreement, shall be and remain the property of Owner. Any documents supplied pursuant to this Agreement shall be the property of Owner whether or not the work for which they were made is executed. Architect and its

consultants shall be deemed the authors and shall retain all common law, statutory, and other reserved rights, including copyrights.

9.2 Architect grants to Owner the right to reuse all or part of the aforementioned documents, at its sole discretion, for the construction of all or part of this Project or another project contracted for Owner. Owner is not bound by this Agreement to employ the services of Architect in the event such documents are reused. Owner's reuse of documents prepared under this Agreement, without employing the services of Architect, shall be at Owner's own risk. Owner shall indemnify, hold harmless, and defend Architect and its officers, directors, consultants, agents, and employees from all claims of any kind arising out of such use, reuse, or modification of any documents prepared by Architect. Architect makes no warranty or representation that such documents are suitable for use on any subsequent project or for other purposes in time or geographical location.

9.3 This Agreement creates a nonexclusive and perpetual license for Owner to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property authored or held by Architect or its subconsultants embodied in plans, specifications, studies, drawings, estimates, and other documents, or any other works of authorship by Architect or its subconsultants 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. Architect shall require any and all subcontractors and consultants to agree in writing that Owner is granted a nonexclusive and perpetual license for any work performed pursuant to this Agreement.

9.4 Architect represents and warrants that it has the legal right to license any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, or other documents that Architect prepares or causes to be prepared pursuant to this Agreement. Architect shall hold harmless and indemnify Owner for any breach of this Article. Architect makes no such representation or warranty with 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, prepared by design professionals other than Architect or Architect's subcontractors or consultants and provided to Architect by Owner. Owner recognizes that Architect does not hold title or rights to the use of other "product" publications in the preparation of project documents (such as software, code and specification subscription services, details and specifications of manufacturers, etc.) and therefore cannot grant transitory rights to Owner, nor can Architect represent or warrant rights to license these types of intellectual property.

ARTICLE 10. INDEMNITY.

10.1 Architect shall hold harmless, assume the defense of, and indemnify Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

10.2 By way of written agreements, Architect shall require each and every one of its subcontractors and consultants engaged in work related to this Agreement to indemnify and defend Owner, Owner's governing board or other governing body, each member of the governing board or other governing body, and Owner's officers and employees from any and all claims of any kind that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the subcontractor or consultant in the performance of work related to this

Agreement. Architect agrees that any failure to provide any such subcontractor or consultant agreement for indemnity and defense shall be deemed an act or omission arising out of, pertaining to, and relating to the negligence, recklessness, or willful misconduct of Architect in the performance of this Agreement.

10.3 Owner shall hold harmless, assume the defense of, and indemnify Architect, its officers, and employees from any and all claims of any kind arising out of the intentional or negligent acts, errors, or omissions of Owner, its officers, or employees in the performance of this Agreement.

ARTICLE 11. ERRORS AND OMISSIONS.

Architect shall be liable for any damages and costs incurred by, and any claims against, Owner that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Architect. Additionally, Architect shall not be entitled to any fee for additional services or reimbursement of costs for work required due to Architect's negligence, recklessness, or willful misconduct, or that of Architect's subcontractors, consultants, and/or employees in the performance of services under this Agreement.

ARTICLE 12. INSURANCE.

From the time this Agreement is entered into until the date of Owner's acceptance of the work, Architect shall maintain insurance in full force and effect, as set forth in this Agreement, at its sole cost and expense. All insurance shall be with a carrier satisfactory to Owner. Prior to commencement of work, Architect shall furnish to Owner a certificate of insurance evidencing the required coverages. Owner shall not be obligated to make any payment to Architect until after its receipt and acceptance of that certificate.

12.1 Workers' compensation insurance, as required by applicable laws, and employer's liability insurance with a limit not less than \$1,000,000.

12.2 Comprehensive general liability insurance for bodily injury and property damage with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Comprehensive general liability policies obtained and maintained by Architect shall contain endorsements naming Owner and other interested parties who have insurable interests and are designated by Owner as additional insureds and shall include products' completed coverage and operations coverage, as well as contractual liability coverage for liability assumed by Architect under this Agreement.

12.3 Professional liability insurance coverage of \$1,000,000.

12.4 Automobile liability insurance coverage of \$1,000,000.

12.5 In addition to other insurance requirements of this Agreement, Owner may require Architect to obtain a non-cancelable policy of project insurance for a duration of three years after completion of the Project. If Owner requires Architect to obtain project insurance, that insurance shall begin when construction begins, at which time Architect shall provide Owner with evidence of its existence. The cost of project insurance shall be borne by Owner.

ARTICLE 13. RECORDS.

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to extra and special services on the Project that are compensable by other than a flat rate.

Architect shall maintain all records of accounts between Owner and Architect on a generally recognized accounting basis. Those records shall be available to Owner or its authorized representative for inspection or audit at any reasonable time. Architect shall maintain all records concerning the Project for a period of three years after its completion.

ARTICLE 14. STANDARDIZED MANUFACTURED ITEMS.

Architect shall cooperate and consult with Owner in use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to Owner's criteria to the extent the criteria do not interfere with project design or legal bid requirements.

ARTICLE 15. LIMITATION OF AGREEMENT.

This Agreement is limited to and includes only the work included in the Project described above and as determined at the time the Design Development Documents are approved, unless this Agreement is amended by the parties to include additional work as part of the Project. Any subsequent construction by Owner at the site of the Project, or at any other site, will be covered by and the subject of a separate agreement for architectural services between Owner and the architect chosen by Owner.

ARTICLE 16. MEDIATION.

If the parties mutually agree, disputes arising from this Agreement may be submitted to mediation. The parties shall select a disinterested third-person mediator, mutually agreed to by the parties, within a reasonable period of time. The mediation shall be commenced within 30 days of the selection of the mediator. If the parties elect to mediate but fail to select a mediator within a 15-day period, any party may petition the Superior Court of the county in which Owner's administrative offices are located to appoint the mediator.

ARTICLE 17. COMPLIANCE WITH THE LAW.

Architect shall use reasonable professional judgment and care to comply with and meet applicable requirements of federal, state, regional, or local law, including but not limited to the California Building Code, the Education Code, Title 19 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

ARTICLE 18. INDEPENDENT CONTRACTOR.

For all purposes arising out of this Agreement, Architect is an independent contractor and neither Architect nor its subcontractors, consultants, or employees shall be deemed employees of Owner for any purpose. It is expressly understood and agreed that Architect shall in no event be entitled to any benefits to which Owner's employees are entitled, including but not limited to overtime, vacation, insurance and retirement benefits, workers' compensation benefits, injury or sick leave, or other benefits.

ARTICLE 19. SUCCESSORS IN INTEREST AND ASSIGNS.

This Agreement is binding upon and inures to the benefit of the successors in interest, executors, administrators, and assigns of each party to this Agreement, provided however that Architect shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties, or obligations without prior written consent of Owner's governing board or other governing body. Any attempted assignment without such consent shall be invalid.

ARTICLE 20. ASBESTOS CERTIFICATION.

Pursuant to 40 Code of Federal Regulations, Section 763.99(a)(7), Architect shall certify to its best information that no asbestos-containing material was specified as a building material in any construction document for the Project and will reasonably endeavor to compel contractors to provide Owner with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). This certification shall be part of the final project submittal. Architect shall include statements in specifications that materials containing asbestos are not to be included.

ARTICLE 21. RESERVED.

ARTICLE 22. NO RIGHTS IN THIRD PARTIES.

This Agreement shall not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

ARTICLE 23. MISCELLANEOUS.

The following terms and conditions shall be applied to this Agreement:

23.1 Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the state of California.

23.2 Entire Agreement.

This Agreement, including any exhibits to which it refers, supersedes any and all other prior or contemporaneous oral or written agreements between the parties. Each party acknowledges that no representation, inducement, promise, or agreement has been made by any person which is not incorporated herein and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing and signed by all parties to this Agreement.

23.3 Severability.

Should any provision in this Agreement be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

23.4 Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specified in writing.

23.5 Supplemental Conditions.

Any supplemental conditions shall be attached to this Agreement and incorporated herein by reference. [SEE ATTACHED]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this ____ day of _____, 20_____.

ARCHITECT

Signature: 
Name: Robert Thornton
Title: Senior Partner | Architect

OWNER

Signature: _____
Name: _____
Title: _____

EXHIBIT B

PURSUANT TO
AGREEMENT FOR ARCHITECTURAL SERVICES
BETWEEN
TETER, LLP AND LOS BANOS UNIFIED SCHOOL DISTRICT



TETER

7535 N. PALM AVE. 201 | FRESNO, CA 93711 | 559.437.0987 T
125 S. BRIDGE ST. 150 | VISALIA, CA 93291 | 559.625.5246 T
1200 DISCOVERY DR. 140 | BAKERSFIELD, CA 93309 | 661.843.8400 T
1218 N ST. 100 | MODESTO, CA 95354 | 209.577.2288 T
751 MARSH ST. 200 | SAN LUIS OBISPO, CA 93401 | 805.439.3952 T
ARCHITECTS ENGINEERS CONNECTED

HOURLY RATE SCHEDULE

July 1, 2018

ARCHITECTURE

Senior Principal Architect	\$170.00/hr
Principal Architect	\$160.00/hr
Managing Architect	\$140.00/hr
Senior Architect	\$130.00/hr
Associate Architect	\$115.00/hr
Architect	\$105.00/hr

CIVIL ENGINEERING

Senior Principal Civil Engineer	\$170.00/hr
Principal Civil Engineer	\$160.00/hr
Managing Civil Engineer	\$135.00/hr
Senior Civil Engineer	\$125.00/hr
Associate Civil Engineer	\$110.00/hr
Civil Engineer	\$100.00/hr

STRUCTURAL ENGINEERING

Senior Principal Structural Engineer	\$180.00/hr
Principal Structural Engineer	\$170.00/hr
Managing Structural Engineer	\$160.00/hr
Senior Structural Engineer	\$135.00/hr
Associate Structural Engineer	\$125.00/hr
Structural Engineer	\$115.00/hr

MECHANICAL ENGINEERING

Senior Principal Mechanical Engineer	\$180.00/hr
Principal Mechanical Engineer	\$170.00/hr
Managing Mechanical Engineer	\$160.00/hr
Senior Mechanical Engineer	\$135.00/hr
Associate Mechanical Engineer	\$125.00/hr
Mechanical Engineer	\$115.00/hr

ELECTRICAL ENGINEERING

Senior Principal Electrical Engineer	\$190.00/hr
Principal Electrical Engineer	\$180.00/hr
Managing Electrical Engineer	\$170.00/hr
Senior Electrical Engineer	\$140.00/hr
Associate Electrical Engineer	\$130.00/hr
Electrical Engineer	\$120.00/hr

COURT APPEARANCES | EXPERT TESTIMONY | CONSULTATION

Professional Engineer	\$300.00/hr
Architect	\$300.00/hr

SPECIALTY SERVICES

Certified Access Specialist (CASP)	\$145.00/hr
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CONSTRUCTION ADMINISTRATION

Principal Construction Administrator	\$170.00/hr
Managing Construction Administrator	\$140.00/hr
Senior Construction Administrator	\$115.00/hr
Associate Construction Administrator	\$100.00/hr
Construction Administrator	\$85.00/hr

PROJECT MANAGEMENT

Principal Project Manager	\$160.00/hr
Project Manager III	\$140.00/hr
Project Manager II	\$115.00/hr
Project Manager I	\$100.00/hr
Assistant Project Manager	\$85.00/hr
Job Captain II	\$90.00/hr
Job Captain I	\$85.00/hr
Project Administrator	\$70.00/hr

SUPPORT SERVICES

Engineer-In-Training III	\$85.00/hr
Engineer-In-Training II	\$80.00/hr
Engineer-In-Training I	\$75.00/hr
Design Professional II	\$75.00/hr
Design Professional I	\$70.00/hr
BIM/CADD Manager	\$130.00/hr
BIM Coordinator	\$110.00/hr
Revit/CADD Operator IV	\$95.00/hr
Revit/CADD Operator III	\$80.00/hr
Revit/CADD Operator II	\$70.00/hr
Revit/CADD Operator I	\$60.00/hr
Interior Designer	\$70.00/hr
Graphic Designer	\$70.00/hr
Clerical	\$65.00/hr

REIMBURSABLE ITEMS

Mileage	Current Federal Rate + 15%
Prints (11" x 17")	\$0.15/sheet
Prints (24" x 32")	\$1.00/sheet
Prints (24" x 36")	\$1.50/sheet
Prints (30" x 42")	\$2.00/sheet
Sub-Consultants	Invoice + 15%
Other Direct Costs	Cost + 15%



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EXHIBIT A

October 4, 2018

Don Laursen
Administrative Services
Los Banos Unified School District
1717 S. 11th Street
Los Banos, CA 93635

Subject: Scope of Work and Fee Proposal for
Volta Elementary School Portable Addition
Project No.: 18-11010

Don:

TETER is pleased to assist Los Banos School District with their portable classroom addition to Volta Elementary School. This proposal describes our understanding of the project scope, fee proposal and project schedule. We appreciate the opportunity to assist the District and are willing to discuss any questions you might have.

Project Scope

Architectural and Engineering services for Construction Documents thru Construction Administration for the installation of three (3) DSA PC Approved Relocatable Classrooms and associated site work per the attached site plan and following description:

The district would like to expand the existing campus with three additional portable building located along the west edge of the campus adjacent to their recently added portable classrooms. The buildings will be set on manufacturer's standard wood foundation over aggregate base. Site work improvements should be limited to the walks adjacent to the new buildings. The previous portable project included the necessary ADA path of travel improvements. In addition, the district has requested that we evaluate and provide site drainage improvements for the current and future portables in this area. This will most likely include the development of a storm drainage basin and storm drainage system near the portables. Unfortunately, it seems that the previous portable project may not have provided adequate power at the new adjacent panel, so power may need to come from the main service at front of campus. This would require reuse of existing conduits or potentially new conduits. Fire alarm and data will be provided to these buildings.

Estimate of Probable Costs

Because of the unknown storm drainage issues and electrical power, TETER is unable to provide an estimate at this time. A conceptual estimate will be provided during the design process.



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Volta Elementary School Portables
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Scope of Services – Portable Classrooms

TETER and indicated consultants will provide the following design/professional services: Architectural, Landscape Design, Civil Engineering, and Electrical Engineering.

1. Construction Documents:

- Meetings – 3 meetings to review design including site visit.
- Civil & Landscape
 - Locate the new relocatable buildings
 - Design onsite improvements. (Grading, walks, drainage and site utilities)
 - Modify existing irrigation system and playfield area to integrate the new portables and storm drainage system. This does not include any new planting plans.
- Architecture
 - Locate the new relocatable buildings
 - Architectural site modifications.
 - Assist with location of storm drainage basin and system.
 - Accessibility improvements to the site will be limited to the immediate area adjacent to the relocatable buildings and as required to meet minimum code requirements for this project.
- Electrical
 - Provide site electrical, fire alarm and data design and connect to campus systems.
 - Provide building fire alarm, data, telephone, intercommunications and clock design.

2. DSA Approval:

- DSA submission and approval via OTC process
- District will contract with Modular Building Manufacturer (MBM) and provide DSA PC approved portable drawings. MBM will be responsible to assist TETER with approval process including attending DSA OTC appointment.
- Should DSA require a full review then we will notify the District promptly and additional Architectural fees may apply
- Provide documentation for compliance with Calgreen water code.

3. Bidding:

- Provide support during bidding, including RFI response, addendum, and DSA process.
- District to provide standard construction contract information and front end documents.



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4. Construction Administration:
 - Provide construction administration services for the work, including progress meetings, submittal review, RFI response, and site visit.
 - CA services will be limited to three (3) site visits, and one (1) punch list visit.
 - One (1) Civil, Landscape, and Electrical site visit.
5. DSA Close Out:
 - Close out is limited to this scope of work only, and excludes any existing non-certified DSA applications

Proposed Schedule

<u>Phase</u>	<u>Duration</u>
• Start	November 26, 2018
• Construction Documents	January 14, 2019
• DSA Approval (OTC)	January 21, 2019
• Bidding	February 2019
• Construction Administration	April to August 2019
• DSA Close out	September 2019

Deliverables

1. Construction Documents and Specifications for bidding and construction. For reproductions, see "Reimbursable".

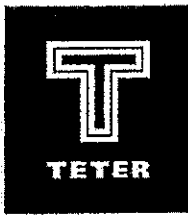
Proposed Fees

TETER is proposing the following fixed A/E fee based on the estimated time to complete the necessary drawings and project steps determined.

Architectural	\$22,000 (portable scope of work)
Architectural	\$2,500 (site drainage scope of work)
Electrical	\$12,500
<u>Civil</u>	<u>\$11,600</u>
Total	\$48,600

The fee will be billed on a percent complete basis according to the following schedule.

<u>Phase</u>	<u>Portion of Fee</u>
• Construction Documents 65%	\$31,590
• DSA Approval (OTC) 5%	\$2,430
• Bidding 5%	\$2,430
• Construction Administration 20%	\$9,720
• <u>DSA Close out 5%</u>	<u>\$2,430</u>
Total	\$48,600



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Reimbursable Expenses: Separate from this fee are not expected to exceed \$2,000.

Reimbursable – The following items are considered to be reimbursable expenses to the contract:

- A. Reproductions, plans, reports, and documents required outside of Architect's normal working sets and in-house progress sets shall be a reimbursable expense to be billed to the Owner at the Architect's actual costs plus 15% to cover handling/accounting expenses.
- B. Expenses for mailing such as postage, UPS, FedEx, courier services, etc. shall be a reimbursable expense to be billed to the Owner at the Architect's actual cost plus 15% to cover handling/ accounting expenses.
- C. Mileage associated with client approved travel will be billed at \$0.57 per mile plus 15% to cover handling/ accounting expenses (ex: DSA, plan agency review, etc.).

Exclusions

- 1. Standard architectural agreement indicates scope of work and project phases not applicable to a portable project. The attached agreement supersedes these requirements.
- 2. Detailed Cost Estimates.
- 3. DSA close out of previous projects.
- 4. Additional accessibility improvements (site and/or facilities) beyond those indicated (if required by DSA) are an additional service.
- 5. Unforeseen scope of work.
- 6. Costs for city/ county UGM fees, capital improvement fees, school fees, plan check fees, permit fees, developer fees, and any other city/ county or agency fees associated with the project.
- 7. Costs for Environmental Site Assessments, CEQA, DTSC, etc.
- 8. Costs for Archeological Surveys, Endangered Species studies or reports
- 9. California Geological Survey (CGS) Reports and filing fees
- 10. Adequate water, power, storm drain and sewer utility service is assumed to be available on site.
- 11. Client meetings beyond those outlined in this proposal.
- 12. District changes after approval of schematic design may require additional charges.
- 13. Topographic and Geotechnical services.
- 14. Construction staking survey.
- 15. Input of the Contractors' as-built information into the electronic CAD files of the construction documents
- 16. Fire sprinkler design including fire line extension would be an additional fee if required by DSA
- 17. Fire Alarm Design for (E) buildings.
- 18. Any other fee or service not specifically described in this proposal

Board Reference Material

SUBJECT TITLE: Agreement Between Friends/Entre Amigos

REQUESTED ACTION:

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the 2018-19 agreement with Between Friends/Entre Amigos

BACKGROUND INFORMATION:

Los Banos Unified School District is in the midst of a positive change as most recently illustrated by the strong passage of Measure X. We have an opportunity improve our brand in the community and enhance our outreach to the larger Merced County community. The publication Between Friends/Entre Amigos will include an ad and article featuring the school district. Additionally, this measure can improve attendance at the school level in addition to enhancing our stakeholder satisfaction.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

Goal # 10 and 11-This agreement fulfills the Board's goal to develop a messaging plan for the community inclusive of providing clear and understandable information to all parties.

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

The cost is \$300.00 per issue for 6 issues.

ORIGINATOR: Mark Marshall, Ed.D., Superintendent
Date: October 11, 2018



Between Friends/ Entre Amigos

A Family Magazine Serving the Communities of Merced County
P.O. Box 518 Planada, CA 95365 Phone: (209) 261-0007

Advertising Contract

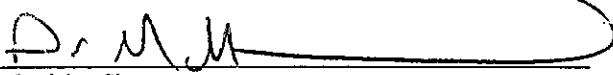
This contract states that Dr. Mark Marshall/ Los Baños Unified School District
agrees to run a/an 1/8, 1/4, 1/2, full, business card, front cover strip page ad for \$300.-
issue (s) at the cost of 6 issues dollars each issue, for a total of \$1,800.⁰⁰
(Amount) (Grand Total)
dollars. This ad will appear in black & white/color. I understand that Between
Friends/Entre Amigos is not liable for any printing problems that may occur. I
understand that payment is due at the time of signing this contract unless otherwise
specified below under "special instructions".

Special Instructions:

Los Baños Unified School
District will provide the
ad and the article for
every issue.

Los Baños Unified School District
Business Name

Dr. Mark E. Marshall
Name of Person Authorizing Ad (Please Print)


Authorizing Signature


Between Friends/Entre Amigos Representative

10/30/18
Date

10/30/18
Date

Mailing Address: P.O. Box 518 Planada, CA 95365 Phone: (209) 261-0007 E-mail: DLCIrene@aol.com

Board Reference Material

SUBJECT TITLE: **Agreement: Pacific Valley Roofing INC**

REQUESTED ACTION:

Action X Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the agreement with Pacific Valley Roofing INC for the District Office Roof Repair project

BACKGROUND INFORMATION:

There are multiple leaks that need repairs quickly; Pacific Valley Roofing has been selected by a competitive process to remove and set aside cap metal for reinstallation. Install crickets behind all curbs, skylights, etc; for the proper drainage. Install half inch fan fold underlayment board and 60 mil TPO membrane and accessories mechanically attached to roof deck. Install new rood hatch and support blocks and caps for antenna.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not directly support a specific Board goal

ALTERNATIVES/IDENTIFIED OPPOSITION:

N/A

SPECIFIC FINANCIAL IMPACT:(Include Impact on School District Facilities):

This project will be paid from the maintenance budget in the amount of \$47,977.00

ORIGINATOR: Tom Worthy, Director of Facilities, Operations and Transportation
Date: November 8, 2018

PACIFIC VALLEY ROOFING INC.

2905 McKittrick Ct. Ceres, Ca. 95307

Ca.Lic# 858061

A Calif. Certified Small Business

DIR#1000003713

October 29, 2018
Los Banos U.S.D.
1717 11th St.
Los Banos, California

Thank you for the opportunity to prepare this proposal for your consideration.

You will find our scope of work and proposal price listed below.

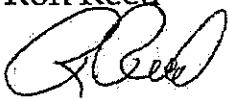
Scope of work for district office - One addendum noted

Prep existing roof for overlay with new TPO membrane. Remove and set aside cap metal for reinstallation. Install crickets behind all curbs, skylights, etc for proper drainage. Install half inch fan fold underlayment board and 60 mill TPO membrane and accessories mechanically attached to roof deck. Install new roof hatch and support blocks and caps for antenna.

Detail all pipes, curbs, and roof penetrations to manufacturer's specifications. Wall flashings to be run up and over parapet. Reinstall existing cap metal and seal watertight. Install walkpad around all serviceable units. Replace pipe support caps and roof in one block every 30 ft. Furnish 20 year Labor and Materials NDL Warranty. Includes new prevailing wage rate

PROPOSAL PRICE -\$47,977.00

Thank you,
Ron Reed



PVR Inc

#1 In Customer Service & Satisfaction

Phone-(209)537-5550 (209)537-5551

FAX # (209)537-5518

Board Reference Material

SUBJECT TITLE: Student Overnight Travel

REQUESTED ACTION: Approve

 Action X Discussion/Information_____

RECOMMENDATION:

It is recommended that the Board approve overnight travel for the Los Banos High School Marching Band and Color Guard to perform at Disneyland Park in Anaheim, CA on April 24-26, 2019.

BACKGROUND INFORMATION:

This is a non-competitive performance/recreational outing. Special trips such as this have been shown to increase interest in the band program and boost membership. Students will travel to Buena Park on Wednesday, April 24 and attend a dinner at Medieval Times Dinner and Tournament. They will then enjoy the use of Disneyland Park on Thursday, April 25. On Friday, April 26, students will perform at Disneyland Park and then return home to Los Banos.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board goal. All student overnight travel must have prior approval by the Board.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

All hotel and food costs will be met by students and their parents. Limited assistance is available from the Band Foundation for struggling families. Should transportation costs exceed the Band's budget, it is expected that the Band Foundation will cover the excess.

ORIGINATOR: Veli Gorgen, Principal, Los Banos High School
Date: November 8, 2018

Board Reference Material

SUBJECT TITLE: Varsity Boys Wrestling Overnight Travel

REQUESTED ACTION: Approve

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board approve the following student overnight travel requests:

The wrestling team will be competing at the following tournaments, which may include the need to stay overnight (2 coaches will supervise at each event):

- December 28-29, 2018: The Bash, Santa Maria
- January 18-19, 2019: CIT, Morro Bay
- January 25, 2019: Sac-Joaquin Section Div. IV Dual Team Championship, Stockton
- February 7-8, 2019: Boys' Divisional, Foothill High School
- February 14-15, 2019: Sac-Joaquin Sections Masters, Stockton
- February 20-23, 2019: CIF State Championship, Bakersfield

BACKGROUND INFORMATION:

All of the tournaments are part of the varsity wrestling schedule; these are the best competitions that is commensurate with the skill and abilities of our wrestlers.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board Goal. All student overnight travel requires prior approval from the Board.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Transportation (1 or 2 suburbans, depending on the event) to be paid from Athletics. Overnight lodging for regular season tournaments is paid by the Wrestling Club Student Body account. Lodging for post-season tournaments is paid from Athletics.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School
Date: November 8, 2018

Board Reference Material

SUBJECT TITLE: Overnight Travel: Varsity Girls Wrestling

REQUESTED ACTION:

Action X Discussion/Information_____

RECOMMENDATION:

It is recommended the Board approve overnight travel for Los Banos High School Varsity Girls' Wrestling and teachers for the following 2017-18 activities:

1. Napa Valley Girls Classic: Napa, CA, January 4-5, 2019
2. Sac-Joaquin Girls Regionals: Location TBD, February 8-9, 2019
3. Sac-Joaquin Girls Masters: Stockton, CA, February 15-16, 2019
4. Girls CIF State Wrestling Championships: Bakersfield, February 20-23, 2019

BACKGROUND INFORMATION:

During the regular season, our female members compete most often against male competitors at regular co-ed wrestling tournaments. These prestigious tournaments listed above are expected to attract California's best female high school wrestlers, and give our girls the opportunity to test their skills before possibly qualifying and competing in the National Championship in the post-season.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is an operational activity and does not support a specific Board goal. All student overnight travel requires Board approval.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Transportation (1 or 2 suburbans, depending on the event) to be paid from Athletics. Overnight lodging for regular season tournaments is paid by the Wrestling Club Student Body account. Lodging for post-season tournaments is paid from Athletics.

ORIGINATOR: Veli Gurgun, Principal, Los Banos High School
Date: November 8, 2018

Board Reference Material

SUBJECT TITLE: **Obsolete Books**

REQUESTED ACTION: Declare specific Library and Textbooks obsolete and dispose of consistent with BP 3270

Action X

Discussion/Information

RECOMMENDATION:

It is recommended the Board declare specific library books and textbooks obsolete and dispose of consistent with BP 3270.

BACKGROUND INFORMATION:

Under Board Policy #3270 the Board may declare instructional materials obsolete and dispose of them in a number of prescribed ways.

Henry Miller Elementary has developed a list of library books and/or texts that are no longer serviceable and useable in their library and or instructional program.

HOW DOES THIS ACTIVITY SUPPORT BOARD GOALS?

This is a procedural matter that does not support a specific Board goal.

ALTERNATIVES/IDENTIFIED OPPOSITION:

None identified.

SPECIFIC FINANCIAL IMPACT (Include Impact on School District Facilities):

Surplus of undistributed obsolete instructional materials that are usable for educational purposes may be donated to any governing board, county free library of other state institution; any United States public agency or institution; any nonprofit charitable organization; or children or adults in California or foreign countries for the purpose of increasing literacy. They also may be sold to any organization that agrees to use the materials for educational purposes. (Educational Code 60510)

Any organization, agency or institution receiving obsolete instructional materials from the district shall certify to the Board that it agrees to use the materials for educational purposes and make no charge to any persons to whom the materials are given or lent. (Education Code 60511)

ORIGINATOR: Paula Mastrangelo, Assistant Superintendent, Elementary Education
DATE: November 8, 2018

LOS BANOS UNIFIED SCHOOL DISTRICT

Los Banos, Ca 93635



Attached list of withdrawn titles submitted for board approved.

Date 10-17-18

Signature Joan Marques

Site NME

Site Principal

Jason Walt

Jason Waltman

Jason Walt

Mastromaglio
Mastromaglio

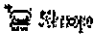
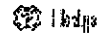
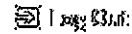
LBUSD Board of Trustees _____



Henry
Miller
Elementary
Library

View All ▼

Destiny Administrator



Home Dashboard Catalog Circulation

New Message(s)

Read

Check Out

Check Out

Check Out Text

Check In

Check In Text

Renew

Holds/ILL

Fines

Copy Status

Patron Status

Offline Circulation

Library Information

Textbook Information

Reset

How do I... ?

To Patron

By Homeroom

Find

Go

Find Patron

Find Copy

Add Title

☒ Only my patrons ☐ Only search ☒ Only Active
Patrons Due Dates

WITHDRAWN (Room: P 900)

Edit Patron

Checked Out Library: 74 / Textbooks: 75

Grade Level

Overdue Library: 72 / Textbooks: 46

Homeroom

Holds Ready 0

Teacher

Fines Library: \$0.00 / Textbooks: \$0.00
Patron: \$0.00

Grade

Aeries

☒ Only today's check outs

Print Receipt

Items Out

Due Date	Title	Call Number	Price	Checked Out	
11/8/2017	Captain Underpants and the perilous plot of Professor Poopypants : the fourth epic novel (Copy: T 72769)	PB E Pilkey	\$4.99	10/25/2017	<div>Renew</div> <div>Lost</div>
11/23/2017	Bird watch (Copy: T 70644)	PB E 598.2 Jennings	\$8.00	11/9/2017	<div>Renew</div> <div>Lost</div>
12/15/2017	More scary stories to tell in the dark (Copy: T 70752)	PB 398.2 Schwartz	\$5.00	12/1/2017	<div>Renew</div> <div>Lost</div>
12/22/2017	Four hungry kittens (Copy: T 37483)	E McCully	\$15.73	12/8/2017	<div>Renew</div> <div>Lost</div>
12/22/2017	The life and times of the honeybee (Copy: T 46682)	E 595.79 Micucci	\$5.00	12/8/2017	<div>Renew</div> <div>Lost</div>
12/28/2017	Mr. Putter and Tabby fly the	E Rylant	\$9.25	12/14/2017	<div>Renew</div>

	plane (Copy: T 38219)					Lost
12/28/2017	Mummies (Copy: T 65352)	393 Knapp	\$17.95	12/14/2017		Renew
						Lost
12/29/2017	Star Wars, the Clone wars (Copy: T 70432)	PB F West	\$6.00	12/15/2017		Renew
						Lost
1/18/2018	Florida (Copy: T 61177)	975.9 Sirvaitis	\$25.26	1/4/2018		Renew
						Lost
1/18/2018	Meet the dinosaurs (Copy: T 65340)	E 567.9 Meet	\$12.50	1/4/2018		Renew
						Lost
1/25/2018	The blob that ate everyone (Copy: T 70546)	PB F Stine	\$6.00	1/11/2018		Renew
						Lost
2/1/2018	Because of Winn-Dixie (Copy: T 72312)	PB F DiCamillo	\$6.00	1/18/2018		Renew
						Lost
2/1/2018	Beware, the snowman (Copy: T 72480)	F Stine	\$12.41	1/18/2018		Renew
						Lost
2/1/2018	The princess and the frog : the junior novelization (Copy: T 70991)	PB F Trimble	\$5.00	1/18/2018		Renew
						Lost
2/2/2018	My best friend is invisible (Copy: T 46784)	F Stine	\$7.87	1/19/2018		Renew
						Lost
2/13/2018	Marine expeditionary units (Copy: T 72912)	E 359.9 Gordon	\$23.00	1/30/2018		Renew
						Lost
3/15/2018	Monster blood for breakfast! (Copy: T 70541)	PB F Stine	\$6.00	3/1/2018		Renew
						Lost
4/6/2018	Fancy Nancy : spectacular spectacles (Copy: T 71979)	PB E O'Connor	\$3.50	3/23/2018		Renew
						Lost
4/6/2018	The haunted school (Copy: T 31793)	F Stine	\$16.50	3/23/2018		Renew
						Lost
4/9/2018	Junie B. Jones is Captain Field Day (Copy: T 37291)	E Park	\$7.76	3/26/2018		Renew
						Lost
4/9/2018	Junie B. Jones is Captain Field Day (Copy: T 37292)	E Park	\$15.00	3/26/2018		Renew
						Lost
4/9/2018	Junie B. Jones is Captain Field Day (Copy: T 37295)	E Park	\$7.76	3/26/2018		Renew
						Lost
5/1/2018	Miss Smith's incredible storybook (Copy: T 70477)	PB E Garland	\$6.00	4/17/2018		Renew
						Lost

5/1/2018	 Oceans (Copy: T 70554)	PB 551.46 McMillan	\$6.00	4/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
5/8/2018	 Scared stiff (Copy: T 71921)	PB F Malcolm	\$5.00	4/24/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
5/25/2018	 The adventures of Captain Underpants : an epic novel (Copy: T 72108)	PB F Pilkey	\$5.99	5/11/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
5/28/2018	 I'm growing! (Copy: T 13262)	E 612.6 Alik	\$14.00	5/14/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
5/29/2018	 Jeremy's muffler (Copy: T 15574)	E Nielsen	\$8.50	5/15/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
5/30/2018	 Hombre Perro (Copy: T 73898)	SP E Pilkey	\$9.99	5/16/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/6/2018	 Froggy's baby sister (Copy: T 65241)	E London	\$13.59	5/23/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/6/2018	 School buses (Copy: T 38649)	E 371.8 Klingel	\$15.00	5/23/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
6/14/2018	 Number the stars (Copy: T 12268)	F Lowry		5/31/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/20/2018	 Creep from the deep (Copy: T 70542)	PB F Stine	\$6.00	8/6/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/20/2018	 Dr. Maniac vs. Robby Schwartz (Copy: T 70551)	PB F Stine	\$6.00	8/6/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/20/2018	 Hot dog (Copy: T 30036)	E Cox	\$7.95	8/6/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/20/2018	 Revenge of the living dummy (Copy: T 70543)	PB F Stine	\$6.00	8/6/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/20/2018	 Stay out of the basement (Copy: T 72517)	PB F Stine		8/6/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/20/2018	 Vampire breath (Copy: T 72510)	PB F Stine	\$6.99	8/6/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	 Akiko on the planet Smoo (Copy: T 70247)	PB F Crilley	\$8.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	 Beany and the dreaded wedding (Copy: T 70295)	PB F Wojciechowski	\$8.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	 Charlie Bone and the invisible boy (Copy: T 72001)	PB F Nimmo	\$3.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>



8/24/2018	Charlie Bone and the time twister (Copy: T 72000)	PB F Nimmo	\$3.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	The Christmas Eve mystery : and other holiday stories (Copy: T 72779)	PB E Christmas	\$3.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	The dollhouse murders (Copy: T 16090)	PB Wright	\$3.50	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Dragons don't cook pizza (Copy: T 36826)	PB Dadey	\$3.99	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	For the love of chimps (Copy: T 16020)	PB Kendall	\$4.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Frindle (Copy: T 72322)	PB Clements	\$6.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Hello, Jenny! (Copy: T 72224)	PB Meyers	\$2.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	A long way to go (Copy: T 14578)	PB O'Neal	\$4.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Mrs. Piggle-Wiggle's farm (Copy: T 15977)	PB F MacDonald	\$4.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Phoebe the spy (Copy: T 70522)	PB 973.41 Griffin	\$6.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Rent a third grader (Copy: T 18625)	PB Hiller	\$4.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	The report card (Copy: T 70286)	PB F Clements	\$8.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	The return of the Great Brain (Copy: T 13076)	PB Fitzgerald	\$2.95	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Send in the clowns! (Copy: T 36694)	PB Delton	\$8.50	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Shadows in the glasshouse (Copy: T 70945)	PB F McDonald	\$6.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Star-spangled babies (Copy: T 46360)	PB E Richards	\$5.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	Star-spangled babies (Copy: T 70902)	PB E Richards	\$5.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/24/2018	The story of Daniel Boone, wilderness explorer (Copy: T 14577)	PB Retan	\$4.00	8/10/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>

8/30/2018	 Learning to swim in Swaziland : a child's eye-view of a southern African country (Copy: T 13180)	968.87 Leigh	\$8.00	8/16/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 Blackberry ink : poems (Copy: T 12273)	E 811 Merriam	\$10.88	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 Blast off to Earth! : a look at geography (Copy: T 12979)	E 910 Leedy	\$8.00	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 The diggers (Copy: T 19555)	E 811 Brown	\$15.00	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 Eric Carle's animals, animals (Copy: T 30822)	E 808.81 Eric	\$15.00	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 How now, brown cow? (Copy: T 15193)	E 811 Schertle	\$8.50	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 Love songs of the little bear (Copy: T 38795)	E 811.52 Brown	\$15.00	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 Mary had a little lamb (Copy: T 6952)	E 811 Hale	\$14.00	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 Mathematickles (Copy: T 38701)	E 811 Franco	\$8.50	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
8/31/2018	 Shadow play, night haiku (Copy: T 46986)	E 811 Harter	\$15.00	8/17/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
9/11/2018	 Captain Underpants and the perilous plot of Professor Poopypants : the fourth epic novel (Copy: T 72106)	PB F Pilkey	\$5.99	8/28/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
9/26/2018	 Moose crossing (Copy: T 46909)	E Greene	\$12.00	9/12/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
10/5/2018	 Judy Moody : around the world in 8 1/2 days (Copy: T 70151)	PB F McDonald	\$8.00	9/21/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
10/29/2018	 Afternoon on the Amazon (Copy: T 71198)	PB F Osborne	\$5.00	10/15/2018	<input type="button" value="Renew"/>	<input type="button" value="Lost"/>
10/31/2018	 SpongeBob,	PB E Lewman	\$6.00	10/17/2018	<input type="button" value="Renew"/>	

soccer star!
(Copy: T 71065)

Lost

Renew All

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