## **Coordinating Team Limitations Monitoring Report**

**Coordinating Team Limitations III. H. Execution of Contracts** 

No one other than the Coordinating Team and its express designees shall execute any contract on behalf of the Church. The Coordinating Team and its express designees shall not enter into any contractual arrangements that fail to serve the church's Ends Statements or violate the limitations on the Coordinating Team. The Coordinating Team shall not fail to seek appropriate professional advice, when necessary, to interpret and assess contractual terms.

Accordingly, for any contract of \$10,000. or more, other than regular personnel contracts, the Coordinating Team shall not:

- 1. Enter into such a contract without the authorization of the Board President, who may, at his or her discretion, submit the matter to the Board of Trustees.
- 2. Terminate or breach such a contract without the approval of the Board of Trustees.

Contracts for goods or services shall not be awarded to the following: members of the Board of Trustees, Coordinating Team members, or members of these persons' immediate families. Nothing in this limitation shall preclude awarding contracts to church members who are not in the positions of leadership listed above.

No Coordinating Team interpretation needed. This Limitation is written in very specific language which does not require interpretation. Rationale for this limitation: all church contracts need oversight.

## **Internal Review and Data**

In November, 2015, the UUCB Director of Administration and the Coordinating Team (CT) Convener reviewed the contracts for Fiscal Years 2013/14 and 2014/15.

- 1. Kensington Symphony For rehearsal space and concert presentations. Signed by the Director of Music and Chair of the Music Committee (CT designees) and one member of the CT. \$2,000. There were numerous quid pro quo provided in the contract to offset the reduced rental fees including providing musicians for special music for Sunday services.
- 2. Shu Ren School For the rental of the RE building for two years; continuation of contract signed during Fiscal Year (FY) 2012/13 by the President of the Board of Trustees (covered in previous Limitations Monitoring Report for

- contracts, September 2013). The contract was reviewed by a legal consultant for the church prior to signing. Annual rent totals: FY 2013/14, \$103,200; 2014/15, \$128,177.
- 3. Skytown School For the rental of the kindergarten building for 5 years. This contract was not signed this year, but was a renewal of a long standing lease arrangement. Signed by the President of the Board of Trustees. FY 2013/14, \$58,361; FY 2014/15, \$59,761.
- 4. Caterer For the Thursday Night suppers for September 2014 through May 2015, and Wonderful Wednesdays suppers for September 2015 through May 2016. Signed by the President of the Board of Trustees. The contract is with a member of the church, but not one who is in a leadership position. The terms of the contract specify what will be provided by the caterer and what will be provided by the church. The amount to be paid to the caterer per diner is specified in the contract.
- 5. Glenn, Guattery, Gunn & McAravy, Auditors Perform a Financial Review of the church accounts. Letter of engagement/contract signed by the Treasurer or the Chair of the Audit Committee of the Board of Trustees. FY 2013/14, \$5,160; FY 2014/15, \$9,485.
- 6. Contracts for Church Facilities Rental: FY 2013/14, 43 contracts (6 weddings, 10 memorials, 11 concerts, 4 other celebrations, 12 other functions); FY 2014/15, 42 contracts (13 weddings, 7 memorials, 5 concerts, 8 other celebrations, 9 other functions). The Rental Manager/Scheduling Coordinator (designee of the CT) signs the cover letter when the contract is sent to the renting group. None of these is for more than \$10,000.
- 7. Capital Campaign Consultant For Rev. George "Bud" Swank providing guidance in overseeing the capital campaign in 2013. Contract totaling \$21,000 executed during prior fiscal year, signed by the President of the Board of Trustees. Final payment of \$7,000 was made during FY 2013/14.
- 8. Office Leases For various office machinery. Due diligence is exercised by the Office Administrator. None of the leases has been signed this fiscal year (largest lease signed FY 2011/12). None exceeds \$10.000.
- 9. Facilities Projects Competitive bids/estimates are obtained by the Facilities Manager. None of them exceeds \$10,000. These are generally paid by invoice rather than contract and the Director of Administration/Acting Facilities Manager is careful to stay within the budgetary constraints.
- 10. Kaiser (medical) and UU Grove Insurance (dental) Plans For health insurance coverage for the employees of UUCB. Signed by the Director of Administration and going forward. The contracts include rolling renewal until we contact Kaiser/UU Grove to terminate. Kaiser contract was originally signed in 2005; UU Grove contract in \_\_\_\_\_. The Church is notified in November of each year of any rate changes. Employees are consulted if changes in coverage and copays must be implemented to stay within budgetary constraints. FY 2013/14, \$56,200; FY 2014/15, \$61,641.
- 11. Kister Savio & Rei For a development survey exploring possible use of Church land for a single family residential development. Signed by President of the Board of Trustees, August 2014. FY 2014/15, \$10,640.

12. Capital Improvement Projects – The Building Project Management Team oversees projects funded by the 2013 Capital Campaign. The Team, which reports to the Board of Trustees, was authorized to spend these funds by the congregation. No projects over \$10,000 were contracted during FY 2013/14 or 2014/15.

<u>The Coordinating Team is meeting all the limitations designated by the Governance</u>
Manual for Execution of Contracts.

November 12, 2015

Submitted by Lisa Maynard for the Coordinating Team: Joanne Wile, Lisa Maynard, Mary Ellen Morgan, and Rev. Greg Ward.