NOTICE REGULAR MEETING OF THE GOVERNING BOARD TRACY UNIFIED SCHOOL DISTRICT

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Call to Order

DATE: **TUESDAY, FEBRUARY 13, 2007** PLACE: DISTRICT EDUCATION CENTER **BOARD ROOM** 1875 WEST LOWELL AVENUE TRACY, CALIFORNIA TIME: 5:30 PM **Closed Session** 7:00 PM **Open Session** AGENDA Roll Call - Establish Quorum Board: G. Crandall, J. Feller, T. Guzman, T. Hawkins, K. Lewis, B. Swenson, J. Vaughn Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison and B. Etcheverry. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes School Year. **Educational Services:** Findings of Facts: #FF06-07/93, 95, 96, 97, 99, 100, 101, 102, 103, 104, 105, 106, 108, 110, 111, 112, 113, 114, 115, 117, 121, 127 Application for Enrollment: #AFE06-07/4 Action: Motion; Second, Vote: Yes; No; Absent; Abstain. Waiver of Expulsion: #WE06-07/12, 13, 14 Action: Motion; Second . Vote: Yes; No; Absent; Abstain . **Human Resources:** 3.2.1 Consider Leave of Absence Request for Classified Employee #UCL-91, Pursuant to Article XXIII Action: Motion; Second . Vote: Yes : No : Absent : Abstain 3.2.2 Consider Leave of Absence Request for Certificated Employee #UC-445 Action: Motion; Second . Vote: Yes; No; Absent; Abstain . 3.2.3 Consider Public Employee/Employment/Discipline/Dismissal/Release

Action: Motion; Second . Vote: Yes ; No ; Absent ; Abstain ...

3.2.4 Conference with Labor Negotiator Agency Negotiator: Jamie Mousalimas. Assistant Superintendent of Human Resources Employee Organization: CSEA, TEA, TSTO 3.2.5 Conference with Legal Counsel - Existing Litigation (G.C. 54956.9) - TEA v. Tracy Unified School District, No. CV 028756 3.2.6 Conference with Legal Counsel - Existing Litigation (G.C. 54956.9) - Helen Nelson v. Tracy Unified School District, No. CV 027867 Adjourn to Open Session Call to Order and Pledge of Allegiance **Closed Session Issues:** 6a Action on Findings of Fact #FF06-07/93, 95, 96, 97, 99, 100, 101, 102, 103, 104, 105, 106, 108, 110, 111, 112, 113, 114, 115, 117, 121, 127 Action: Motion; Second_ . Vote: Yes __; No__; Absent__; Abstain __. **6b** Report Out of Action Taken on Application for Enrollment #AFE06-07/4 Action: Vote: Yes ; No ; Absent ; Abstain 6c Report Out of Action Taken on Waiver of Expulsion: #WE06-07/12, 13, 14 Action: Vote: Yes ; No ; Absent ; Abstain 6d Report Out of Action Taken on Consider Leave of Absence Request for Classified Employee #UCL-91, Pursuant to Article XXIII Action: Vote: Yes ; No ; Absent ; Abstain 6e Report Out of Action Taken on consider Leave of Absence Request for Certificated Employee #UC 445 Action: Vote: Yes ; No ; Absent ; Abstain 1-8 Approve Regular Minutes of January 23, 2006. Action: Motion__; Second __. Vote: Yes __; No __; Absent ___; Abstain-__. Student Representative Reports: None. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement: 9.1 Recognize Certificated Retirement 9.2 Recognize and Congratulate Tracy Unified School District Spelling Bee Winners and Williams Middle School Student Caitlin Dong who Captured the San Joaquin County Spelling Bee Title for the 7-9th Grade Division

9.3 South/West Park School Site Update on Achievements & Activities

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Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the item will be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a speaker's card at the secretary's desk).

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10-11

This is a period in which members of the public may address the Board on any subject within the Board's jurisdiction that is not on the agenda. The Brown Act does not allow the Board to take action or discuss items which are not on the agenda. This is because other members of the public have not been notified through the agenda that the subject of the statement would be discussed at this Board meeting.

The Board may ask for the item to be placed on a future agenda, direct the speaker to a person who can help, or provide the speaker with the correct procedure to follow to address his/her problem. All speakers have a constitutional right to free speech. As a protective measure, we would like to remind you that if you say something which might give another person the right to pursue legal recourse against you, there is a taped record of this meeting. This does not mean you cannot criticize employees of the District. However, we would suggest that you do it without using names. We would also suggest that you use the personnel complaint procedures. The board can only hear and address complaints which have been processed in line with the policy. We have copies of the policy and forms here, and staff will help you complete them.

11. **Information & Discussion Items:** An opportunity to present information or reports concerning items that may be considered by Trustees at a future meeting.

conc	erning items	hat may be considered by Trustees at a future meeting.
11.1	Adminis	trative & Business Services:
	11 1 1	Receive Report on Housing Options for Holt and Delta Island Str

Receive Report on Housing Options for Holt and Delta Island Students for the 07-08 School Year

11.1.2 Receive Report on Heating, Ventilation, and Air Conditioning Maintenance for January 2007

11.2 Educational Services:

11.2.1 Receive Report on K-8 History-Social Science Program
12.1 Receive Report on Telephone Expansion Upgrade to SchoolConnects from SynreVoice Technologies, Inc.

12. PUBLIC HEARING: None.

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Which Meet Criteria for Board Review and Approval

Action: Motion___; Second__. Vote: Yes__; No__; Absent__; Abstain_

13.1 Administrative & Business Services:

Aummi	trative & Dusiness Services.	
13.1.1	Approve Revolving Cash Fund Reports for January, 2007	14-17
13.1.2	Approve Accounts Payable Warrants Reports for January, 2007 (Under	18
	Separate Cover)	
13.1.3	Approve Payroll Reports (October, 2006-January, 2007)	19-43
13.1.4	Accept Donations	44-45
13.1.5	Approve Monthly Budget Adjustment Report	46-50
13.1.6	Ratify Routine Expenditures and Notice of Completions Which Meet	51-52
	Criteria for Board Review and Approval	
13.1.7	Ratify Measure E Related Expenditures and Notice of Completions	53-54

	13.2	Education	nal Services:	rg. No
	13.2	13.2.1	Approve Overnight Travel for One Tracy High Student to Attend the CBDA All-State Honor Band in Fresno, California, on February 15-18, 2007	55
		13.2.2	Approve Overnight Travel for Twenty-Nine Tracy High Madrigals Students, Three Chaperones and One Advisor to Attend the 11 th Annual Phil Mattson Vocal Jazz Festival in New York, NY on Monday, April 6-11, 2007	56
		13.2.3	Approve Out-of-State Travel to Seattle, Washington for Jillian Woodford, Adult School ESL Teacher to Attend the Annual Teachers of English to Speakers of Other Languages (TESOL) Convention and Exhibit March 21-24, 2007	57
	13.3	Human F	Resources:	
		13.3.1	Approve Classified, Certificated and/or Management Employment	58-59
		13.3.2	Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment	60-61
		13.3.3	Approve Participation in Out-of-State Teacher Recruitment Events in Oregon and New York	62
14.	backgro	ound inform of schedul	tion items are considered and voted on individually. Trustees receive nation and staff recommendations for each item recommended for action in led meetings and are prepared to vote with knowledge on the action items. trative & Business Services: None.	
	14,1	14.1.1	Approve Contract for Architectural Services Between Tracy Unified School District and Rainforth Grau Architects for the Theater of West High School	63-95
		Action:	Motion; Second Vote: Yes; No; Absent; Abstain	
	14.2	Educatio	onal Services:	
		14.2.1	Adopt Resolution 06-22 Authorizing the Approval to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2006-2007	96-97
		14.2.2	Approve Participation in the State Summer School Program for 2007	98-99
		Action:	Motion; Second Vote: Yes; No; Absent; Abstain	
	14.3	Human l	Resources:	
		14.3.1	Approve TSMA (Tracy School Management Association) Salary Agreement Retroactive to July 1, 2006 for the 2006-2007 School Year	100-118
		Action:	Motion; Second Vote: Yes; No; Absent; Abstain	
15.		Reports: A est in the di	an opportunity for board members to discuss items of particular importance istrict.	

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

- 17.1 February 27, 2007
- 17.2 March 13, 2007
- 17.3 March 27, 2007
- 17.4 April 24, 2007
- 17.5 May 8, 2007
- 17.6 May 22, 2007
- 17.7 June 12, 2007
- 17.8 June 26, 2007

18. Upcoming Events:

18.1	February 19, 2007	No School, Presidents' Day
18.2	March 1, 2007	Art Show Opening, DEC (7:00 p.m.)
18.3	March 8, 2007	All District Drama & Dance Festival,
	•	Tracy High, EB Theatre (7:00 p.m.)
18.4	March 22, 2007	All District Music Festival,
	,	West High Gym (7:00 p.m.)
18.5	April 6-9, 2007	YRE Spring Break
18.6	April 6-15, 2007	Traditional Spring Break
18.7	May 25, 2007	Red Track, Last Day of School
18.8	May 28, 2007	Memorial Day
18.9	June 1, 2007	Traditional, Last Day of School
18.10	June 26, 2007	Blue, Yellow, Green Track, Last Day of School

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209/830-3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

Minutes of Regular Meeting of the Governing Board For Tracy Unified School District Held on Tuesday, January 23, 2007

5:30 PM:

President Crandall called the meeting to order and adjourned to closed

session.

Roll Call:

Board: G. Crandall J. Feller, T. Guzman, T. Hawkins, K. Lewis, J. Vaughn.

Absent: B. Swenson; (G. Crandall left during closed session)

Staff: J. Franco, J. Mousalimas, C. Goodall, S. Harrison, B. Etcheverry.

7:02 PM:

Vice-President Vaughn called the Tracy Unified School District Board of

Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a Action on Findings of Fact #FF06-07/86, 91, 92, 94, 98

Action: Pulled Item 86. Approve 91, 92, 94, 98 - Lewis, Guzman.

Vote: Yes-5; No-0; Absent-2(Swenson, Crandall)

Action: Item 86 - Feller, Guzman.

Vote: Yes-4; No-1(Lewis); Absent-2(Swenson, Crandall)

6b Report Out of Action Taken on Application for Reinstatement #AR06-07/33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51,52

Action: Approve as Amended, except 39. **Vote:** Yes-6; No-0; Absent-1(Swenson)

Action: Approve #39.

Vote: Yes-4; No-2(Lewis, Crandall); Absent-1(Swenson)

6c Application for Enrollment: #AFE06-07/3 Action: Vote: Yes-6; No-0; Absent-1(Swenson)

6d Report Out of Action Taken on Waiver of Expulsion: #WE06-07/

Action: Vote: Yes -6; No-0; Absent-1(Swenson)

Employees Present:

C. Minter, J. Wakefield, R. Frame, R. Call, D. Wakefield, S. Donahue, B. Montgomery, R. Soto, D. Laven, F. Medina, D. Nolan, J. Bussey, C. Lunetta, J. McVey, C. Johannes, S. Lycan, B. Maslyar, K. Hanson, S. O'Hara-Jones, L. Riddle, T. Sorgent, J. Alvidriz, J. Mizuno. S. Borges, M. McLellan, S. Sievers, M. Vogel, R. McMillan, K. Hanson, D. Sato, L.

Lundgren, M. Lunetta, D. Cheeseman, W. Walker, M. Wescott

Press:

J. Upton (Tracy Press)

Visitors Present:

M. Dixon, R. Elwood, M Wingo, D. Wingo, K. Johnson, S. Davis, S. Gupta,

J. Koide, L. Oliveria, K. Vargas, P. Chavez, M. Olivarez, H. Taylor, M.

McLellan, A. Aiello, A. Lotti, M Badovinac, K. Johnson, K. Andrade, B. Andrade

Minutes:

Approve Regular Minutes of January 23, 2007.

Action: Lewis, Hawkins. Vote: Yes-6; No-0; Absent-2(Crandall, Swenson)

Student Representative Reports: Tracy High: Megan Wingo reported that the Ag Science year end projects are finished and the students will get their diplomas at Academy Night. The Ag Sophomores are going to Monterey. Mrs. Lee is trying to plan a video conference with Pearl Harbour survivors at the San Joaquin County Office Of Education and would like to extend an invitation to Board. The Leadership Class visited the homeless shelter in Stockton. Girls Treat went off well and they are now gearing up to work on senior activities. The Junior Class has the "Mr. Junior" contest coming up. Hoopla is next week with dress up days each day. It's like a Basketball Homecoming. The rally theme is black light and freshman will organize the dance. Mr. & Mrs. Bulldog candidates are picked by the teachers. February 9th is food day and the students will celebrate Black History Month. BSU will perform a step and Milan Dixon will recite the Martin Luther King, Jr. speech. Acadec is this weekend and next weekend. Mock trial if February 24th. The Championship round will hopefully be Tracy v. West. The basketball game last week was amazing and it's nice to win by a big margin. The Hoopla game is against Lincoln on Friday night. Track and Field Team competed in Reno last weekend. The Wrestling Team is doing very well. There was a speech contest in which James Wang and Megan Wingo won and will proceed to the next level.

West High: Ryan Elwood reported that CSF planned a canned food drive over the holidays. BSU is currently planning activities for Black History Month. The AP Academy is starting to review the AP exams. They have been involved with Tracy Interfaith Ministries, Brighter Christmas, bell ringing and Festival of trees. Winter Ball went well. Planning for slam jam which is their basketball week. The Football Team was recognized and held a banquet. The basketball teams are both doing very well. The Wrestling Team placed 3rd in the tourney last Saturday. This Thursday is Senior Night for the Wrestling Team. There was an AP breakfast where students were recognized.

Duncan Russell: Milan Dixon reported that forty-six percent of students passed the CAHSEE. Ms. Carey started a yearbook class and will produce their first yearbook. Mr. Bowers is having a guests speaker come in. Ms. Jody had several students participate in the MLK Breakfast. He was honored to recite the "I Have a Dream" speech. The money raised from breakfast will be used for transportation costs to the BSU convention.

George Kelly School: Kassandra Bargas, Subham Gupta, Joseph Koide, Haleigh Taylor, Anthony Aiello, Sierra Davis reported that the

Kindergarteners are adding and subtracting in math, learning site words, upper and lower case letters and sounds. The First Graders are reading chapter books, site words and took a field trip to a baseball game. The Second Graders are studying fossils, adjectives, money, time, rocks and minerals. The Third Graders are writing in cursive and paragraphs, answering test questions in preparation for state testing, multiplication, division, fractions and animals. Fourth Graders are reading stories, having weekly tests on vocabulary and spelling, and in math are learning averages, multiplication and division. The Fifth Graders are learning positive and negatives integers, in Language Arts they are writing persuasive essays. They are also learning about the Revolutionary War and the Boston Tea Party. The Sixth Graders are taking Math at different levels; in Language Arts they are writing short stories and learning vocabulary. The Seventh Graders have spelling pretests and tests. They are learning about Islam, making posters and studying grammar. In Math they are learning linear equations. The Eighth Graders are writing lab reports. The have a Physical Education 5-day work out plan. They are studying the Mexican Constitution, and learning about parts of an essay. They are acting out stories that they read. On February 8th they will have a Valentine Dance. Dr. Seuess Birthday is March 2nd. Family Night with parents and students is coming up. The dance production crew is learning new dances for audiences in May. Our new Assistant Principal, Mr. Davis, has organized basketball intramurals.

North School: Michelle Olivarez and Kaitlin Bennett report that the AVID program has now started and next year it will expand to the 8th grade. They have been busy with their yearbook, band and their recycling grant. Mr. James Vaughn organized a presentation on gang awareness. After school teachers are available to help with homework and snacks are provided by food services. The Student council meets every Friday and they discuss issues like trimester celebrations and other events. Movie day was a big hit with the students. DJs come in with music and have lots of fun. They have soccer on Fridays with Mr. Hardy. The Spirit Club is involved in several activities and even helped bail out Mr. Medina from jail for Brighter Christmas. They have a new mascot "Leo the Lion". They received a \$150,000 after school grant.

Recognition & Presentation:

Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Recognize Retirees

Dr. Franco presented certificates to the following retirees: Kathleen Hanson, has worked for the District for the past seven years. She is a food service worker at Monte Vista. Lanell Riddle has worked for the District for the past twenty years. Her current position is with Student Services as a Clerk Typist II.

9.2 Recognize the Outstanding Employees of the Winter Term for the 2006-

07 School Year

Dr. Franco presented certificates to the following employees of the term: Sundae Borges, K-5 classified, with the district since 1976. She is a Special Ed Para at Art Freiler. Eric Kimball, certificated management, with the district since 1996. He is a counselor at Williams Middle School. Donisha Lagon was unable to attend. Charles Lunetta, 9-12 certificated, with the district since 1995. He is a Math at IGCG. Marietta McLellan, K-5 certificated, with the district since 1988. She is a Second Grade teacher at Poet-Christian. Randy McMillan, 6-8 certificated, with the district since 2001. He is a music teacher at Monte Vista Middle School. Maria Volvo, 6-8 classified, with the district since 2003. She is a food service worker at North School.

9.3 Delta Island School Site Update on Achievements & Activities

Principal, Ramona Soto, presented a power point with teachers West Walker and Mark Westcott. They are a K-8 school with 8 teachers, 3 combo classes, 4 support staff, a Librarian, an RSP teacher and a PE teacher. They are honored to have been selected as a recipient of the High Priority School Grant. West Walker teachers 7th and 8th grade classes. He reviewed the student council, student activities, student store, volleyball, academics and high school preparation. Mark Westcott is a Physical Education teacher for all classes K-8. 97% of the students pass 4 of the 6 tests. Becoming more active is very important.

9.4 Monte Vista School Site Update on Achievements & Activities

Principal, Steve Donahue, reported that their main focus is academics and getting test scores up. The have after school classes in Language Art and Math two times a week. They have a Computer lab with software written to help them with what they are being taught. The new bell schedule is working out great. They have implemented support room for the second year and it has resulted in a reduction of suspensions and referrals. Teachers step outside their classrooms between classes for extra supervision before and after school. Sandra Deol, a counselor, is in charge of anti bullying contracts with the students. WEB is now a class for a full year. It stands for "Where Everyone Belongs". The Eighth Graders meet and train incoming Sixth Graders and help them get orientated and have a big brother or sister for the year. This year it is an elective. Every 3rd Friday they have an activity. This gives the Sixth Graders a connection to the school. Their schedule changed to 7 periods a day. The teachers agreed to a longer school Day. They realized that this is the best for kids. They are now able to provide more intervention classes. They now can take intervention classes in both Language Arts and Math. Teachers have two prep periods instead of one, but they are collaboration periods. They are hoping that this will raise the test scores. It's great to have the interventions during the school day.

Trustee Crandall returned to the meeting at 8:11 p.m.

Hearing of Delegations

President of TEA, Steve Sievers, reported that CTA has built a new service center in Stockton and they will be inviting the Superintendent and board members to a dinner in the first week of March.

Information & Discussion Items:

11.1 Administrative & Business Services: None.

11.2 Educational Services:

11.2.1 Receive Report on AVID (Advancement Via Individualized Determination) Program and Congratulate and Recognize Williams Middle School for Being Named an AVID National Demonstration School for the 2006-2007 school year.

Director of Student Services, Rebecca Frame and AVID Coordinator, Terri Sorgent, presented a power point on the AVID program and the students it serves. They reviewed the AVID weekly routine, student commitments, special events and senior celebration

Dr. Franco then recognized Williams Middle School and the AVID teachers. They were presented with certificates. Williams is the only demonstration school named in the 5 county region. Futures are brighter because of their commitment to the students. A representative from the AVID center in San Diego presented the group with a plaque for their accomplishments.

Public Hearing:

12.1 Receive Public Comments Regarding Negotiations with the Tracy Substitute Teachers Organization for the 2006-2007 School Year

Opened public hearing at 8:42 p.m. No comments were received. Closed public hearing at 8:43 p.m.

Consent Items:

Action: Lewis, Feller. Vote: Yes-6; No-0; Absent-1(Swenson)

13.1 Administrative & Business Services:

- 13.1.1 Approve Revolving Cash Fund Reports for December, 2006
- **13.1.2** Approve Accounts Payable Warrants Reports for December, 2006 (Under Separate Cover)
- 13.1.3 Approve Monthly Budget Adjustment Report
- **13.1.4** Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Board Review and Approval
- 13.1.5 Accept Donations

13.2 Educational Services:

- **13.2.1** Approve Traveling Teacher Program from Modesto Junior College to Teach Science Lessons to 5th Graders at South School
- 13.2.2 Approve Service Agreement for Tracy Mental Health Center to Provide Parenting Classes to Spanish Speaking Parents at South/West Park School
- 13.2.3 Approve Overnight Travel to Anaheim, California, for the West
- **13.2.4** High Senior Class to Attend Grad Night or Disneyland on May 17-18, 2007
- 13.2.5 Approve Service Agreement for Fantasy Theatre to Present Three Assemblies at Poet-Christian School on February 21, 2007
- **13.2.6** Approve "Red Panda Acrobats" Assembly at Art Freiler School on March 21, 2007
- 13.2.7 Approve Overnight Travel for Graduating Seniors to Attend West High School All Night Grad Cruise in 'San Francisco on June 2-3, 2007
- 13.2.8 Approve Contract with Katie Harney, Life First Training Center

13.3 Human Resources:

- 13.3.1 Approve Classified, Certificated and/or Management Employment
- 13.3.2 Accept Resignations/Retirements/Leaves of Absence for Classified, Certificated, and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Authorize Staff to Enter into a Memorandum of Understanding (MOU) with the City of Tracy for a 25% Joint Use Partnership in the West High School Pool
- Action: Crandall, Lewis. Vote: Yes-6; No-0; Absent-1(Swenson)
- 14.1.2 Authorize Staff to Enter into an Agreement with Rainforth Grau Architects for Architectural Services Related to the West High School Theater Project

 This item was moved up on the calendar.
- Action: Hawkins, Crandall. Vote: Yes-6; No-0; Absent-1(Swenson)
- **14.1.3** Adopt Resolution 06-21 Authorizing the Participation in California School Cash Reserve Program (TRANs)
- Action: Hawkins, Guzman. Vote: Yes-6; No-0; Absent-1(Swenson)
- 14.1.4 Authorize the Director of Transportation to Bid and Award the

Purchase of Three (3) Busses to Accommodate Transportation of Students Gained from Unification with Holt School District Action: Crandall, Guzman. Vote: Yes-4; No-2; Absent-1(Swenson)

14.2. Educational Services: None.

14.3 Human Resources:

14.3.1 Approve Revised Job Descriptions for the Director of Curriculum and Student Services to the Director of Student Services and Curriculum Action: Guzman, Hawkins. Vote: Yes-6; No-0; Absent-1(Swenson) 14.3.2 Acknowledge Receipt of the District's Initial Bargaining Proposal for Certificated Substitute Employees

Action: Lewis, Guzman. Vote: Yes-6; No-0; Absent-1(Swenson) 14.3.3 Approve Salary Placement of the Director of Financial Services on the Management/Classified Salary Schedule From Range 35, 225 days, to Range 47, 225 days

Action: Lewis, Crandall. Vote: Yes-6; No-0; Absent-1(Swenson)

Board Reports:

Trustee Guzman is glad to see the City of Tracy and the school district working together to get the pool going. Trustee Lewis attended the Holt meeting with Tom last Friday. He also attended the City/Schools meeeting as alternate for Bill today with Joan and Tom. It was very informative. The relationship with the City of Tracy is getting stronger all the time. He attended the West High School crab feed. Trustee Feller is enjoying the relationships that are developing with the City of Tracy. She also attended the City/School Liaison Committee meeting. It's fun to hear Denise and Maria talk about their meetings coming together for joint use projects. Their minds are working constantly on other joint use projects. It is good for the community and the school district. She also attended the Special Education Committee meeting. It is amazing and worth the time and commitment of Nancy Hopple. It bridges relationships with the parents and the school district. We talked about OT and how it is used in the schools. SELPA representatives have also been here. The President this year is someone from our school district. Trustee Hawkins attended the budget meeting in Sacrament with Staff and Jim. He enjoyed it because there are so many new things that are coming up. It looks like the budget will be same for two straight years so we will be able to plan better. Cooperation with the City of Tracy and the schools is extremely important. It is a plus for both of us and the entire community gains from that. Trustee Crandall attended the MLK Breakfast. Congratulations to Milan Dixon on reciting Dr. King's speech for which he received a standing ovation. Hats off to West High coaches and Bob Corsaro. The crab feed was very successful. He heard the made somewhere between \$15,000 TO \$20,000 profit. He is the new representative for Tracy Tomorrow & Beyond. He attended his first meeting last week. They are working on the Mayor's Youth Taskforce. He will speak at Career Day at West High. We've come a long way in joint use over

the past four years. He apologized for missing the first portion of the meeting for work related reasons. Trustee Vaughn attended the MLK Breakfast. Evelyn Tolbert gave a very moving speech. He attended the mayor's youth support network. It was a great meeting and there was outgoing support from agencies all over town.

Superintendent Report:

Dr. Franco reported that the Board Members must feel proud after hearing Mr. Rainforth's comment on how exciting it was to hear our student reports and all the accomplishments of our district. We have received word via Rick Wentworth that the California Department of Education approved unification with Holt. Next year they will attend school in the Tracy Unified school district. We elected not to take their building. We have space and are still working on a housing plan. We are looking at what would be best economically and the strengths of the programs. Teachers, principals, board members, transportation, and the facilities department are all included in the meeting. He will put together a report to summarize those meetings and will come up with a housing plan that all students will benefit from. Tomorrow night is academy night. The Board asked to increase enrollment at IGCG. Sheila has headed up a taskforce to do so. Jessica Wakefield is also on that committee. March is Fine Arts Month and we will let you know the dates of events. Mick Founts came over today with the special education staff from the county and is starting to look at pro active ways to help special education programs. He has identified resources, programs and training needed. Dr. Franco will be attending the Superintendent's Conference for the rest of the week.

9:29 PM Adjournment.

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Tom Hawkins, Clerk	Date	



ADMNISTRATIVE SERVICES MEMORANDUN

TO:

Board of Education

FROM:

Dr. James Franco, Superintendent

DATE:

February 6, 2007

SUBJECT:

Receive Report on Housing Options for Holt and Delta Island

Students for the 07-08 School Year

BACKGROUND: As of June, 2007, Holt will close its doors and the Tracy Unified School District will assume responsibility for housing its 81 students. The initial assumption, due to the fact that both schools are located in the islands was that the Holt students would attend Delta Island School. In order to accommodate the students at Delta Island School additional facilities and staff would need to be added.

RATIONALE: Once it became apparent that it would require additional resources to house the Holt students at Delta Island School, it was determined that further study was necessary to determine if there were other options for housing the students that would be more cost effective and facilitate the successful transition of the Delta Island and Holt 8th graders into high school.

FUNDING: N/A

RECOMMENDATION: Receive Report on Housing Options for Holt and Delta Island Students for the 07-08 School Year

Prepared by: Dr. James Franco, Superintendent



BUSINESS SERVICES MEMORANDUN

To:

James Franco, Superintendent

From:

C. Goodall, Assistant Superintendent for Business

Date:

February 4, 2007

SUBJECT:

Receive Report on Heating, Ventilation, and Air Conditioning Maintenance for

January 2007

Background: Tracy Unified School District has a goal of maintaining 98% of all HVAC units operating, and of those units which are not operational, to be repaired within 24 hours. On October 10th, the board authorized \$150,000 to initiate a Heating, Ventilation, Air Conditioning Preventive Maintenance Program. Interviews to hire the temporary employees were conducted on December 4th, additional staffing changes have continued through the month of January.

Listed below is the progress report for each goal:

HVAC Goal 1: Has the HVAC team achieved the goal of 98% of all HVAC units operational?

Yes: The data show that the goal was achieved for every day from October through January. A level of at least 99.06 was achieved for each date school was in session.

HVAC Goal 2: Were all inoperable units repaired within 24 hours?

No: The data show that as of January 31, 2007: One classroom unit has been inoperable for greater than 24 hours at McKinley Elementary School. This unit provides heat, but does not cool. This unit was originally is scheduled for replacement during the month of December (a number of units at this school have been replaced), but is now scheduled for the month of February.

One unit at West High School Administration office is operable, but placement of the thermostat leads to uncomfortable temperatures in many of the rooms. This will be addressed in the EMS change-out. The EMS change out has begun at IGCG and will move next to West High School.

Subsidiary Data 1: Were 75 HVAC filters replaced each day?

No: The data shows that the goal has not been achieved on each day since October, however, the team has averaged 64 units per day. This data supports comments from the crew that the work varies dramatically depending on the location and type of equipment being serviced. Also, the variability of filters requires a great deal of inventory management, which requires several days per month. To date, the crew has met their goal of replacing all required filters each month.

Subsidiary Data 2: Was Preventive Maintenance performed on 15 HVAC units each day?

No: the two member crew was officially formed in early December, but because of vacation time and shuffling of employees, the employees did not settle into operation until the end of January. The effectiveness of the team was also impacted by absences. The number of daily units maintained by the two member crew has still never exceeded 10. The units have received no preventive maintenance for approximately ten years. It is thought subsequent work will progress more rapidly once each unit has received preventive maintenance the first time. It was stated last month that, if the crew completes six units per day, the 1060 units would be completed in 176 days. The crew has not been averaging 6 units per day.

To date, Bohn, Poet-Christian, Delta Island, McKinley, Williams, Villalovoz, Willow @ Duncan Russell, & West Park schools are complete. South School is partially complete.

An additional series of graphs will also be presented to the board to show a comparison of utilities costs by school since 2002. Using 2002 as a base, the district has reduced costs by \$207,623 in 2003-04, \$400,960 in 2004-05, and \$253,758 in 2005-06. Costs July through December in 2006-07 are \$19,375 above the costs at the same date of 2002. It should be noted that since 2002, the district has added George Kelly School, 25 portables at West High School, approximately 15 classrooms at Tracy High School, IGCG, the expansion at North School, Stein School, and eliminated Clover School from our billing system. Additionally, rates have increased over this time period. A review of each school shows that nearly all individual schools are still generating lower costs now than in 2002. With few exceptions, only at schools that are new or have been expanded, have costs increased.

Rationale: An effective Preventive Maintenance effort generally improves the efficiency and effectiveness of HVAC programs.

Funding: This agenda item is informational only.

Recommendation: Receive Report on Heating, Ventilation, and Air Conditioning Maintenance for January 2007

Prepared by: Casey Goodall, Associate Superintendent for Business Services, and Bill Willner, Director of Building Maintenance

11



EDUCATIONAL SERVICES MEMORANDUM

TO:

Dr. James Franco, Superintendent

FROM:

Dr. Sheila Harrison, Assistant Superintendent of Educational Services

DATE:

January 31, 2007

SUBJECT:

Receive Report on K-8 History-Social Science Program

BACKGROUND: As part of the instructional materials adoption process, K-8 history-social science teachers have been engaged in evaluating textbooks. They developed criteria for evaluating instructional materials, reviewed several programs, participated in publishers' presentations and piloted two programs.

Members of the K-8 History-Social Science Committee would like to present a report to the Board of Trustees on the textbook adoption process, and provide an opportunity to preview instructional materials that will be recommended for Board approval at the last Board meeting in February.

Grade Level	Recommended Materials
K-5	Scott Foresman
K-5 Bilingual	Scott Foresman
Grades 6-8	Glencoe

RATIONALE: This report is being presented to increase Board and community awareness of the history and activities of the district history-social science program, and to provide a description of and rationale for the upcoming textbook adoption.

This agenda item meets Strategic Goal #2: Create a Quality and Effective Learning Environment for all Students by providing materials for all staff to maximize the success of diverse learners (2.1.4).

FUNDING: Funding for the purchase of recommended materials in the amount of \$695,000 will be provided by State Textbook Funds.

RECOMMENDATION: Receive Report on K-8 History-Social Science Program

PREPARED BY: Donna Sonnenburg, Director of Instructional Media and Curriculum



FIDUCATIONAL SERVICES MEMORANDI

TO:

Dr. James Franco, Superintendent

Dr. Sheila Harrison, Assistant Superintendent of Educational Services FROM:

DATE: January 16, 2007

Receive Report on Telephone Expansion Upgrade to SchoolConnects from SynreVoice SUBJECT:

Technologies, Inc.

BACKGROUND: Staff has utilized SchoolConnects from SynreVoice Technologies, Inc. for the last five years in providing telephone messaging to notify parents of student absences. SchoolConnects is a school to parent communication system that also has the functionality to provide general informational messaging and emergency broadcast communications.

The SchoolConnects system is currently using 10 analog telephone lines. With the expiration of the District's existing Centrex contract with San Joaquin County Office of Education, the cost of these lines will increase to a cost that is almost equivalent to a PRI/T1 that supports 24 digital telephone lines. In-addition, the SchoolConnects application server is two years past the hardware's end of life cycle and out of warranty. Sending a 20 second message to the parents of all District students would take approximately 14 hours to complete using the current SchoolConnects system. Daily attendance calls to parents currently takes approximately 3-4 hours to complete.

RATIONALE: The Tracy Unified School District does not have an effective and secure method for notifying parents of an emergency event that has occurred within the school district. SchoolConnects system telephone expansion upgrade, from ten (10) analog telephone lines to two (2) PRI/T1 (48 digital telephone lines), will provide effective parent communications for providing student absence notification, general information messaging and emergency message broadcasting. expanded SchoolConnects system will allow the District's daily attendance notifications to parents to be completed in less than an hour compared to about four hours with the existing system. For schools with about 1000 students, a 20-second informational message can be distributed to parents in about 11 minutes. The District can send an informational or emergency message to all District parents in less By purchasing the optional RapidConnects Call-Out Service, a 30-second than three hours. informational or emergency message can be distributed to all District parents in less than 10 minutes. This technology system upgrade meets Strategic Goal #8 (Provide Modern and Safe Facilities) and Strategic Goal #3 (State-of-the-Art Technology).

Expenses are paid for by the Information Services and Educational Technology funds. **FUNDING:** Approximate costs are \$90,000.

RECOMMENDATION: Receive Report on Telephone Expansion Upgrade to SchoolConnects from SynreVoice Technologies, Inc.

Prepared by: Cindy Minter, Director of Information Services and Educational Technology.



BUSINESS SERVICES MEMORANDUM

To:

Dr. James Franco, Superintendent

From:

Dr. Casey Goodall, Assoc. Superintendent of Business Services

Date:

February 1, 2007

Subject:

Approve Revolving Cash Fund Reports (January, 2007)

Background: Each month the Financial Services Department submits summaries of revolving cash fund checks issued monthly to the Board of Trustees for review.

Rationale: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

Funding: N/A.

Recommendation: Approve Revolving Cash Fund Reports (January, 2007).

Prepared by: S. Reed Call, Director of Financial Services

Tracy Unified School District REVOLVING CASH FUND January 2007

Date	Num	Name	Memo	Paid Amount
1/2/2007	7880	WESTSIDE PIONEERS	FIELD TRIP MCCANNON CLASS	
			01-7395-0-1110-1000-5800-190-3904	-37.50
TOTAL		,		-37.50
1/2/2007	7881	WESTSIDE PIONEERS	FIELD TRIP PIUSER'S CLASS	
		•	01-7395-0-1110-1000-5800-190-3904	-37.50
TOTAL				-37.50
1/2/2007	7882	BUREAU OF EDUCATION & RESEAR	XIONG/JAN 11/CONF FEE	
			01-3010-0-1110-1000-8200-310-5204	-185.00
TOTAL				-185.00
1/2/2007	7883	C.K.A.	HOERTH/JAN-13/CONF FEE	•
			01-0000-0-1110-1000-5200-130-3102 BAMBI THARP	-220.00 -220.00
TOTAL			S. Mist. Tradit.	-440.00
1/4/2007	7884	TJUSD	void 7858/7589	
			01-7395-0-1110-1000-5200-190-3904 check 7859	-140.00 -210.00
TOTAL			e e e e e e e e e e e e e e e e e e e	-350.00
1/4/2007	7885	TJUSD	OUTLAW CKS 7660/7718	
			01-6350-0-6137-1000-5200-600-2982 01-6405-0-1110-1000-5800-800-2208	-376.48 -65.00
TOTAL			01-0400 0-1710-1000-3000-000-2200	-441.48
1/8/2007	7886	LIFE FIRST TRAINING CENTER	BOOKS	
TOTAL			01-3320-0-5750-1110-4200-800-2542	-540.00
TOTAL				-540.00
1/9/2007	7887	C.A.S.H.	WILLNER/JAN 23/CONF FEE	
			01-0000-0-0000-7200-5220-911-7250	-216.00
TOTAL				-216.00
1/10/2007	7888	US POSTMASTER	300 STAMPS	•
			01-6350-0-6000-1000-5900-800-2962	-117.00
TOTAL				-117.00
1/10/2007	7889	CASBO	CARTER/JAN 11/CONF FEE	
			01-0000-0-0000-7200-5220-911-7250	-235.00
TOTAL				-235.00

Tracy Unified School District REVOLVING CASH FUND January 2007

Date	Num	Name	Memo	Paid Amount
1/11/2007	7890	BILL HOPMAN	AIRFARE/FEB 5	
			01-5575-0-1110-1000-5200-800-2054	-1,000.00
TOTAL				-1,000.00
1/11/2007	7891	BILL HOPMAN	AIR FARE/FEB 5	
			01-5575-0-1110-1000-5200-800-2054	-742.20
TOTAL				-742.20
1/17/2007	7892	NATIONAL COUNSELING RESOURCE	SERVICES	
			01-7230-0-1110-3600-5800-800-9702	-550.00
TOTAL				-550.00
1/19/2007	7893	CASBO	FITZPATRICK/JAN 29/CONF FEE	•
			01-0000-0-0000-5200-800-8001 TINA RIVERA	-195.00 -195.00
TOTAL	,		HINA RIVERA	-390.00
•				•
1/19/2007	7894	WEST VALLEY MALL	RETIREE CERTIFICATES	
		•	01-0000-0-0000-7400-4300-800-8001	-306.00
TOTAL				-306.00
1/19/2007	7895	CALIFORNIA STATE UNIVERSITY	PLAY JAN 30TH	
			01-7395-0-1110-1000-5800-400-3604	-298.00
TOTAL				-298.00
1/19/2007	7896	SIAM CAFE	FOOD 1/23	
•			01-0000-0-0000-7110-4300-800-1101	-87.50
TOTAL				-87.50
4100/000		0.000	PROGRAME TO ALCOHOLOGO	
1/23/2007	7897	CASBO	PROCTOR/FEB 7/CONF FEE	
			01-0000-0-0000-7300-5200-800-9202 JANICE ARELLANO	-210.00 -210.00
			BOBBIE AKIN DONNELLE MACHO	-210.00 -210.00
TOTAL			DOMNELLE MACHO	-840.00
				2.3.00
1/23/2007	7898	OLD WORLD TRAVEL	GOUVEIA/FEB 24/AIR FARE	
			01-3550-0-3800-1000-5200-800-2996	-148.80
TOTAL			01-6350-0-6300-1000-5200-800-2962	-148.80 -297.60
TOTAL				-231.00

Tracy Unified School District REVOLVING CASH FUND

January 2007

Date	Num	Name	Memo	Paid Amount
1/23/2007	7899	CARTER INDUSTRIES	DOOR PO 72538	
		•	01-7230-0-1110-3600-4300-800-9702	-266.44
TOTAL				-266.44
1/24/2007	7900	TESOL	MEMBERSHIP DUES/ WOODFORD, JILLIAN	
			01-6285-0-1810-2700-5300-800-2826	-75.00
TOTAL				-75.00
1/25/2007	7901	OTTER CREEK INSTITUTE	REG/ MADRIGAL, ROBINS	
		6 77 2 77 577 2		
TOTAL			01-6500-0-5770-1110-5200-600-6295	-398.00
TOTAL				-396.00
1/26/2007	7902	SOLANO COUNTY OFFICE OF ED ROP	DRIGGS/MARCH 12/ CONF	
			01-0110-0-1110-1000-5200-600-2982	-395.00
TOTAL				-395.00
				•
1/26/2007	7903	BOARD OF EQUALIZATION	2006 UNDERGROUND FEES	
			01-7240-0-5750-3600-5800-800-9702	-839.01
TOTAL				-839.01
1/26/2007	7904	EAGLE SOFTWARE	JOHNSON/FEB 21/CONF FEE	. ·
		·	01-7110-0-1110-2420-5200-1202	-175.00
			OLIVIA VIERIA	-175.00
TOTAL				-350.00
1/26/2007	7905	EAGLE SOFTWARE	DOPP/FEB 21/CONF FEE	
			01-0000-0-1950-1000-5200-800-1392	-175.00
			KATHLEEN NOAH	-175.00
TOTAL				-350.00
1/30/2007	7906	US POSTMASTER	STAMPS	
			11-6390-0-4150-2700-5900-560-2882	-195.00
TOTAL				-195.00
1/30/2007	7907	OLD WORLD TRAVEL	BROWN/MARCH 8/AIR FARE	
			01-7286-0-1110-1000-5200-600-6216	-495.10
TOTAL				-495.10



BUSINESS SERVICES MEMORANDUM

To:

Dr. James Franco, Superintendent

From:

Dr. Casey Goodall, Assoc. Superintendent of Business Services

Date:

February 1, 2007

Subject:

Approve Accounts Payable Warrants (January, 2007)

Background: Each month the Financial Services Department submits summaries of warrants issued monthly to the Board of Trustees for review.

Rationale: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #6 – Forming Partnerships.

Funding: N/A.

Recommendation: Approve Accounts Payable Warrants (January, 2007).

Prepared by: S. Reed Call, Director of Financial Services



BUSINESS SERVICES MEMORANDUM

To:

\.dJim Franco Ed.D., Superintendent

From:

Casey Goodall, Assistant Superintendent for Business

Date:

January 29, 2007

Subject:

Approve Payroll Reports (October 2006-January 2007)

BACKGROUND: Financial Services Department submits summaries of payroll checks issued each month to the Board of Trustees for review.

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures.

This agenda item meets Strategic Goal #7-Develop Powerful Educational Leaders.

FUNDING: N/A

RECOMMENDATIONS: Approve Payroll Reports

Prepared by: Reed Call, Director of Financial Services

DATE: 10/10/2006

FUND 01 GROSS PAYROLL	\$	421,421.36
BENEFITS	\$	50,118.53
TOTAL	\$	471,539.89
FUND 11 GROSS PAYROLL - ADULT EDUCATION BENEFITS TOTAL	\$ \$ \$	45,563.53 10,426.87 55,990.40
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	293.24
BENEFITS	\$	23.74
TOTAL	\$	316.98
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	14,300.97
BENEFITS	\$	1,530.85
TOTAL	\$	15,831.82
DISTRICT TOTAL	\$	543,679.09

Fund: 11 ADULT EDU 01 11 11 22 22 23 33 33 33	01 Fund Total:		,	Fund: 01 GEN FUND/CO SCHOOL Object 1100 1104 1105
EDUCATION FI Object 1100 1105 1200 2100 2200 2400 3101 3202 3312 3321 3322		2900 2905 3101 3102 3201 3202 3311 3312 3321 3321	11330 11330 11900 2100 2105 22105 22200 2200 2000)/CO SCHOC Object 1100 1104 1105 1105
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Fringe Total 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	50,118.53	19,485.93 168.05 21.72 3,339.16 5,984.14 3,808.33 2,193.19 1,518.77 1,977.72 8.83 135.12 7,292.86 4,082.90		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
Wage & Fringe Total 38,219.34 269.76 943.65 5,437.44 25.97 667.37 3,739.64 44.10 338.73 370.23 79.23	39.	1		200 to 000 to 00

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Report: R0010A		Gross Wage & Fringe Summary by Object	for SEPT	SUPPLEMENTAL 10/10/2006	Fiscal Year 2006/2007
	3331 3411 3412	RETIREMENT ON 10 H & WELFARE ON 100 H & WELFARE ON 200	0.00	24.50 3,542.85 594.76	24.50 3,542.85 594.76
	3501 3502 3601 3602	COMP INS	0.00	19.74 3.07 1,064.48 165.49	19. 3. 64.
11 Fund Total:			45,563.53	10,426.87	55,990.40
Fund: 12 CHILD DE	DEVELOPMENT Object 2900 3322 3332 3502 3602	FUND Description OTHER CLASSIFIED SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL	Wage Total 293.24 0.00 0.00 0.00 0.00	Fringe Total 0.00 4.25 11.44 0.14 7.91	Wage & Fringe Total 293.24 4.25 11.44 0.14 7.91
12 Fund Total:			293.24	23.74	316.98
Fund: 13 CAFETERIA FUND Object 2200 2205 3202	Object 2200 2205 3202	Description CLASSIFIED SUPPORT SALARIES CLASS SUPPORT SALARIES SUBS PERS ON 2000 SALARIES	Wage Total 6,193.80 8,107.17	Fringe Total 0.00 0.00 329.56	Wage & Fringe Total 6,193.80 8,107.17 329.56
22	3312 3322 3332 3502 3602	OASDI ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL	0.000	227.57 207.35 373.18 7.16 386.03	01135
13 Fund Total:			14,300.97	1,530.85	15,831.82
District Total:			481,579.10	62,099.99	543,679.09

DATE: 10/31/2006

FUND 01 GROSS PAYROLL	\$	5,473,961.78
BENEFITS	_ \$	1,752,797.73
TOTAL	\$	7,226,759.51
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	32,227.57
BENEFITS	\$	10,495.61
TOTAL	\$	42,723.18
		•
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	7,375.11
BENEFITS	\$	3,570.87
TOTAL	\$	10,945.98
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	83,505.28
BENEFITS	\$	25,076.65
TOTAL	\$	108,581.93
DISTRICT TOTAL	\$	7,389,010.60

Fund: 11	01 Fund Total:	7₹	Report: R0010A
ADULT EDUCATION Object 1340 2200 2400 3101 3202 3312 3321 3321 3321 3411 3412	12:	Object 1100 1200 1310 1310 1320 1340 12900 22100 2320 2407 2407 3201 3310 3312 3312 3312 3411 3501 3712 3911	N FUND
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Fringe Total 0.00 0.00 0.00 1,104.42 1,719.00 1,056.43 67.23 247.08 1,125.14 4,290.21	1,752,797.73		10/31/
Wage & Fringe Total 13,296.97 3,001.20 15,839.40 1,104.42 1,719.00 1,056.43 67.23 247.08 1,125.14 4,290.21	7,226,759.51	00000000000000000000000000000000000000	al Year 2006/200

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TRACY UNIFIED SCHOOL DISTRICT

District Total:		13 Fund Total:	WORKER'S COMP INS	STATE UNEMPLOY ON			3312 OASDI ON 2000 SALARIES				Object Description 2200 CLASSIFIED SUPPORT SALARIES	Fund: 13 CAFETERIA FUND	12, Jund Total:	SOUZ WORKER'S COMP INS ON ZOUG	COMP INS ON	STATE UNEMPLOY ON 2000	3501 STATE UNEMPLOY ON 1000 SALARY	3411 HEALTH & WELFARE ON 1000	ALTER. RETIREMENT	ON 2000	3321 FICA-MED ON 1000 SALARIES			CLERICAL & OFFICE SAI	2100 INSTRUCTIONAL AIDES' SA	C t	Fund: 12 CHILD DEVELOPMENT FUND	11 Fund Total:	3911 TAXABLE FRINGE BEN ON 1000 SAL	WORKER'S COMP I	WORKER'S COMP INS	3501 STATE UNEMPLOY ON 1000	Report: R0010A Gross Wage & Fringe Summary by Object	
5,597,069.74	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	83,505.28		ALARY	SALS	00 SAL 0.00		0.00			Wage Total 64,805.86		7,375.11	UO SAL U.UU	SAL		SALARY 0.00	SALS	SAL					2,489	SALARIES 1.746.58	2 17		32,227.57	90.0	SAL	SAL	SALARY 0.00		
1,791,940.86		25,076.65	2,254.2	41.7	11,638.6	877.6	3,291.0	5,853.2	0.0	0.0	Fringe Total 0.00		3,570.87	114.3	· ~ ~	2.1	+, O+O-4	1,417.1	27.4	53.4	35.2	105.3	310.7	0.0	0.	Fringe Tota		10,495.61	0.0	508.5	361.3	. ച	for OCTOBER REGULAR 10/31/2006	
7,389,010.60		108,581.93	54.2	1.7	38.6	77.6) F	, 853.2	,830.1	6,869.2	Wage & Fringe Total 64,805.86		10,945.98	1 4	84.74	<u>.</u>	 	016.1	27.4	3.4	35.2	05.0	0.7	9 . 5	5 G	e d		42,723.18	90.0	· 'u	61.3	6.70 9 _. 43	Fiscal Year 2006/2007	

DATE: 11/9/2006

FUND 01 GROSS PAYROLL	\$ 587,368.16
BENEFITS	\$ 66,334.77
TOTAL	\$ 653,702.93
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 50,492.71
BENEFITS	\$ 10,229.91
TOTAL	\$ 60,722.62
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 1,095.04
BENEFITS	\$ 111.22
TOTAL	\$ 1,206.26
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 15,269.14
BENEFITS	\$ 1,643.02
TOTAL	\$ 16,912.16
DISTRICT TOTAL	\$ 732,543.97

Fund: 11 ADULT EDUCATION FUND Object Description 1100 TEACHERS' S 1105 TEACHERS' S 1200 CERT PUPIL 2100 INSTRUCTION 2200 CLASSIFIED 2400 CLASSIFIED 3101 STRS ON 200 3322 PERS ON 200 3321 FICA-MED ON 3321 FICA-MED ON 3321 HEALTH & WEI 3412 HEALTH & WEI	01 Fund Total:	1 GEN FUND/CO SCHOOL Object 1100 1104 1105 1120 1120 1320 1340 1200 2200 2200 2200 2200 2200 2301 3302 3311 3312 3322 332	Report: R0010A Gross V
ON Wagi SALARIES 42 SALARIES SUBS L SUPPORT SALARIES DNAL AIDES' SALARIES SUPPORT SALARIES O SUPPORT SALARIES O SUPPORT SALARIES O SALARIES ON SALARIES ON SALARIES ON SALARIES ON 1000 SALARIES ON 1000 SALARIES ON 1000 SALARIES ON 1000 SALARIES ON 2000 SALARIES	587,	IDDESTRUCTION SALARIES STRUCTION SALARIES AND OFFICE SAL HOURLY ASSIFIED SALARIES AND OFFICE SAL HOURLY ASSIFIED SALARIES AND OFFICE SAL HOURLY ASSIFIED SALARIES SALARIES SALARIES SALARIES SON SALARIES SON SALARIES SON SALARIES SON SALARIES SON SALARIES SON 1000 SALARIES SON 1000 SALARIES SON 1000 SALARIES SON 1000 SALARIES SON 2000 SALARIES STIREMENT ON 2000 SAL WELFARE ON 2000 SAL WELFARE ON 2000 SAL COMP INS ON 2000 SAL COMP INS ON 2000 SAL	Wage & Fringe Summary by Object for
Total Fringe Toto 1009.37 0.0 168.07 0.0 163.05 0.0 163.19 0.0 163.51 0.0 163	87,368.16 66,334.	Total Fringe Total 747.60 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	for OCTOBER SUPPL. 11/9/2006
Wage & Fringe Total .00 .00 .00 .00 .00 .00 .00 .00 .00 .0	77 653,702.93	Wage & Fri 2 1	006 Fiscal Year 2006/2007

732,543.97	78,318.92	654,225.05		District Total:
	3.0	15,269.14		13 Fund Total:
315.16 221.37 357.04 77.06 412.20	315.16 221.37 357.04 77.06 412.20	0.000	OASDI ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL	3312 3322 3502 3602
Wage & Fringe Total 5,035.06 9,107.50 1,126.58	Fringe Total 0.00 0.00 0.00	Wage Total 5,035.06 9,107.50 1,126.58	Description CLASSIFIED SUPPORT SALARIES CLASS SUPPORT SALARIES SUBS CLASS SUPPORT SALARY OVERTIME DEED ON 2000 SALARY OVERTIME	
1,206.26	111.22	1,095.04		12 Fund Total: Fund: 13 CAFETERIA FUND
500000700070 2 4800	22.03 3.22 1,188.84 174.17 10,229.91 Fringe Total 0.00 0.00 0.00 0.00 42.71 7.51 8.37 22.51 0.27 0.30 13.98 15.57	Wage To 216 3600000000000000000000000000000000000	STATE UNEMPLOY ON 1000 SALARY STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL TEACHERS' SALARIES TEACHERS' SALARIES STRS ON 1000 SALARIES STRS ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL STATE UNEMPLOY ON 1000 SALARY STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL	3501 3502 3601 3602 11 Fund Total: Fund: 12 CHILD DEVELOPMENT Object 1100 2900 2900 3101 3321 3321 3322 3332 3501 3601
	SUPPL. 11/9/2006	for OCTOBER	Gross Wage & Fringe Summary by Object	ort: R0010A
Page 2	RICT	TRACY UNIFIED SCHOOL DISTRICT	TRACY I	Run Date: 11/03/2006 15:26:38

DATE: 11/30/2006

FUND 01 GROSS PAYROLL BENEFITS TOTAL	\$ \$ \$	5,512,157.94 1,764,672.91 7,276,830.85
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	32,227.57
BENEFITS	\$	10,495.61
TOTAL	\$	42,723.18
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	6,988.71
BENEFITS	\$	3,491.04
TOTAL	\$	10,479.75
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	84,246.09
BENEFITS	\$	25,144.45
TOTAL	\$	109,390.54
DISTRICT TOTAL	\$	7,439,424.32

Fund: 11	01 Fund Total:	0£	Report: R0010A
ADULT EDUCATION FUND Object D 1340 C 2200 C 2400 C 3101 S 3202 P 3321 P 3322 F 3411 H	al:	GEN FUND/CO SCHOOL 1100 Object 1100 1105 1100 1320 1320 2320 2310 2320 2407 2900 2310 3312 3312 3312 3312 3312 3312 33	10A
PUND Description CERT. ADMINISTRATOR SALARIES CLASSIFIED SUPPORT SALARIES CLERICAL & OFFICE SALARIES STRS ON 1000 SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 1000 SALARIES		Description TEACHERS' SALARIES TEACHERS' SALARIES TEACHERS' SALARIES CERT PUPIL SUPPORT SALARIES CERT SUPRVSRS' & ADMINS' SAL CERT. SUPERVISOR SALARIES SUPERINTENDENTS SALARIES ASSISTANT SUPERINTENDENTS SALARIES OTHER CERTIFICATED SALARIES OTHER CERTIFICATED SALARIES CLASSIFIED SUPPORT SALARIES CLASS SUPERVISORS SALARIES CLASS SUPERVISORS SALARIES CLASS SUPERVISORS SALARIES CLASS SUPERVISORS SALARIES CLERICAL & OFFICE SALARIES CLERICAL AND OFFICE SALARIES CLERICAL AND OFFICE SALARIES CLERICAL AND OFFICE SALARIES CLERICAL AND OFFICE SALARIES STRS ON 1000 SALARIES STRS ON 1000 SALARIES STRS ON 2000 SALARIES STRS ON 2000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARY STATE UNEMPLOY ON 1000 SALARY WORKER'S COMP INS ON 1000 SAL WORKER'S COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL H & W CURRENT RETIRES ON 2000 TAXABLE FRINGE BEN ON 2000 SAL TAXABLE FRINGE BEN ON 2000 SAL	Gross Wage & Fringe Summary by Object
Wage Total 13,296.97 3,001.20 15,839.40 0.00 0.00 0.00 0.00 0.00 0.00	5,512,157.94	Wage Total 3,761,008.57 565.60 186,680.83 38,216.27 11,709.16 13,804.67 19,693.17 257,019.68 58,881.94 243,505.49 447,782.96 9,032.96 9,032.96 9,032.96 138,128.87 118,128.87 118,128.87 118,128.87 0.00 0.00 0.00 0.00 0.00 0.00 0.00	bject for NOVEMBER REGULAR
Fringe Total 0.00 0.00 0.00 1,104.42 1,719.00 1,056.43 67.23 247.08 1,125.14	1,764,672.91	Fringe Total 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	REGULAR 11/30/2006
Wage & Fringe Total 13,296.97 3,001.20 15,839.40 1,104.42 1,719.00 1,056.43 67.23 247.08 1,125.14		Wage & Fringe Total 3,761,008.57 565.60 186,680.83 38,216.27 11,709.16 13,804.67 19,693.17 257,019.68 58,881.94 243,505.49 447,782.75 27,563.42 73,301.08 208,128.87 118,185.94 36,087.14.36 2,444.89 61,089.77 52,595.51 152,086.81 2,449.89 61,089.77 2,149.89 61,089.77 2,149.89 61,089.77 2,154.01 626,511.42 626,511.42 33,4852.83 73,618.71 47,764.25 450.00	Fiscal Year 2006/2007

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TRACY UNIFIED SCHOOL DISTRICT

District Total:	13 Fund Total:	Fund: 13 CA	12-Fund Total:	11 Fund Total: Fund: 12 CH	Report: R0010A	Run Date: 11/
••		CAFETERIA FUND Object 2200 2320 2400 3202 3312 3312 3322 33412 3412 3502 3602		3412 3501 3502 3601 3602 3911 1: CHILD DEVELOPMENT Object 1100 2100 2400 3101 3202 3312 3322 3312 3322 3312 3411 3411 341	A	T1/21/2006 15:51:53
		Description CLASSIFIED SUPPORT SALARIES CLASS. ADMINISTRATOR SALARIES CLERICAL & OFFICE SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL HEALTH & WELFARE ON 2000 SALARY WORKER'S COMP INS ON 2000 SALARY		HEALTH & WELFARE ON 2000 SALARY STATE UNEMPLOY ON 1000 SALARY STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 1000 SAL WORKER'S COMP INS ON 1000 SAL TAXABLE FRINGE BEN ON 1000 SAL TAXABLE FRINGE BEN ON 1000 SALARIES INSTRUCTIONAL ALDES' SALARIES CLERICAL & OFFICE SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES STATE UNEMPLOY ON 1000 SALARY WORKER'S COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL	Gross Wage & Fringe Summary by Object	TRACK CNIFIED
5,635,620.31	84,246.09	000000000000	6,988.71	Wage Total 3,139.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	Object for NOVEMBER REGULAR	CNIFIED SCHOOL DISTRICT
1,803,804.01	25,144.45	Tota 0.0 0.0 0.0 820.5 834.2 7334.2 742.1	3,491.04		REGULAR 11/30/2006	TCT.
7,439,424.32	109,390.54	000000000000000000000000000000000000000	10,479.75	WALL 1777 277 277 277 277 277 277 277 277 27	Fiscal Year 2006/2007	Page 2

DATE: 12/8/2006

FUND 01 GROSS PAYROLL BENEFITS TOTAL	\$ \$ \$	733,036.90 84,106.23 817,143.13
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	57,612.21
BENEFITS	\$	11,071.74
TOTAL	\$	68,683.95
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	1,165.37
BENEFITS	\$	137.16
TOTAL	\$	1,302.53
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	14,244.27
BENEFITS	\$	1,442.59
TOTAL	\$	15,686.86
DISTRICT TOTAL	\$	902,816.47

Fund: 11	01 Fund Total:	EE 01	Report: R0010A
ADULT EDUCATION F Object 1100 1100 1200 2100 2200 3101 3202 3312 3321 3321	1:	GEN FUND/CO SCHOOL Object 11100 11104 11105 11200 11200 12100 21000 22105 22205 22407 22905 22407 22905 23101 33102 33101 33202 3311 3312 3332 333	.0A
PUND Description TEACHERS' SALARIES TEACHERS' SALARIES TEACHERS' SALARIES TEACHERS' SALARIES TEACHERS' SALARIES TEACHERS' SALARIES CERT PUPIL SUPPORT SALARIES CLASSIFIED SUPPORT SALARIES STRS ON 1000 SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 1000 SAL HEALTH & WELFARE ON 2000 SALS STATE UNEMPLOY ON 1000 SALARY		DL SERV FUND Description TEACHERS' SALARIES TEACHERS' SALARIES SUMMER SCHL TEACHERS' SALARIES SUBS HOME INSTRUCTION SALARIES CERT PUPIL SUPPORT SALARIES CERT PUPIL SUPPORT SALARIES CERT PUPIL SUPPORT SALARIES CHASSIFIED SUPPORT SALARIES CLASSIFIED SUPPORT SALARIES CLASS SUPPORT SALARIES CLERICAL & OFFICE SALARIES CLERICAL AND OFFICE SALARIES CHERICAL AND OFFICE SALARIES OTHER CLASSIFIED SALARIES STRS ON 2000 SALARIES STRS ON 2000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL AUTHOR WENTER COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL	Gross Wage & Fringe Summary by Object
Wage Total 47,855.21 998.13 1,363.05 6,863.43 532.39 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	733,036.90	Wage Total 129,46.58 1,472.63 152,297.40 8,237.26 7,686.64 12,361.54 188,711.47 87,774.56 8,775.09 99,024.86 7,635.05 15,051.55 6,424.66 2,201.53 4,886.62 1,071.46 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0	ect for NOVEMBER SUPPL.
Fringe Total 0.00 0.00 0.00 0.00 0.00 0.00 3,664.06 616.40 417.21 506.60 97.57 31.49 3,542.85 611.57 25.08	84,106.23	# 30 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	SUPPL. 12/8/2006
Wage & Fringe Total 47,855.21 998.13 1,363.05 6,863.43 532.39 3,664.06 417.21 506.60 97.57 31.49 3,542.85 611.57 25.08	817,143.13	Wage & Fringe Total 12,464.58 1,472.63 152,297.40 8,237.26 7,686.64 12,361.54 188,771.47 87,774.56 8,775.05 15,051.55 6,424.66 2,201.53 4,846.62 1,071.46 851.89 3,669.09 83.16 851.89 3,623.58 952.75 6,274.40 6,865.60 3,375.71 1,527.89 4,977.74 750.05	Fiscal Year 2006/2007

District Total:	13 Fund Total:	₽ €	nd: 13	12 Fund Total:	Fund: 12 CHILD	11 Fund Total:		Report: R0010A	Run Date: 12/04/2006
		3312 3332 3502 3502	RIA FUND		DEVELOPMENT Object 2100 2900 3202 3312 3312 3322 3322 33602		3502 3601 3602		06 15:28:29
		Description CLASSIFIED SUPPORT SALARIES CLASS SUPPORT SALARIES SUBS CLASS SUPPORT SALARY OVERTIME PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SALARY WORKER'S COMP INS ON 2000 SALARY			FUND Description INSTRUCTIONAL ALDES' SALARIES OTHER CLASSIFIED SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL		STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 1000 SAL WORKER'S COMP INS ON 2000 SAL	Gross Wage & Fringe Summary by Ob	TRACY UN
806,058.75	14,244.27	Wage Total 4,674.80 9,522.25 47.22 0.00 0.00 0.00 0.00 0.00 0.00		1,165.37	Wage Total 1,046.00 119.37 0.00 0.00 0.00 0.00 0.00 0.00	57,612.21	0.00 0.00	Object for NOVEMBER	TRACY UNIFIED SCHOOL DISTRICT
	1,442.59	Fringe Total 0.00 0.00 0.00 0.00 271.40 186.00 287.00 7.13 384.52		137.16	Fringe Total 0.00 0.00 21.31 57.83 16.90 9.07 0.59 31.46	11,071.74	3.70 1,355.57 199.64	SUPPL. 12/8/2006	RICT
902,816.47	15,686.86	Wage & Fringe Total 4,674.80 9,522.25 9,522.25 271.40 186.00 206.54 387.00 7.13 384.52		1,302.53	Wage & Fringe Total 1,046.00 119.37 21.31 57.83 16.90 9.07 0.59 31.46	68,683.95	3.70 1,355.57 199.64	Fiscal Year 2006/2007	Page 2

DATE: 12/29/2006

FUND 01 GROSS PAYROLL	\$ 5,516,782.60
BENEFITS	\$ 1,758,205.49
TOTAL	\$ 7,274,988.09
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$ 32,227.57
BENEFITS	\$ 10,495.61
TOTAL	\$ 42,723.18
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$ 7,375.11
BENEFITS	\$ 3,570.87
TOTAL	\$ 10,945.98
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$ 83,608.96
BENEFITS	\$ 25,109.73
TOTAL	\$ 108,718.69
DISTRICT TOTAL	\$ 7,437,375.94

Fund: 11	01 Fund Total:	9 €	Report: R0010A
ADULT EDUCATION Object 1340 2200 2400 3101 3202 3312 3321 3322 3411	al:	11300 11300 11300 11310 11320 11320 11340 11340 11900 22100 2320 2320 2400 2400 2400 2400 2400 3101 3102 3102 3312 3312 3312 3312 33	N FUND
FUND Description Description CERT. ADMINISTRATOR SALARIES CLASSIFIED SUPPORT SALARIES CLERICAL & OFFICE SALARIES STRS ON 1000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES HEALTH & WELFARE ON 1000 SALS		TEACHERS' SALARIES CERT SUPREVISOR SALARIES CERT SUPERVISOR SALARIES CERT SUPERVISOR SALARIES SUPERINTENDENTS SALARIES ASSISTANT SUPERINTENDENTS SAL CERT. ADMINISTRATOR SALARIES ASSISTANT SUPERINTENDENTS SAL CERT. ADMINISTRATOR SALARIES OTHER CERTIFICATED SALARIES CLASSIFIED SUPPORT SALARIES CLASS SUPERVISORS SALARIES CLASS SUPERVISORS SALARIES CLERICAL & OFFICE SALARIES CLERICAL AND OFFICE SAL SUBS CLERICAL AND OFFICE SAL HOURLY OTHER CLASSIFIED SALARIES CLERICAL AND OFFICE SAL SUBS CLERICAL AND OFFICE SAL SUBS CLERICAL AND OFFICE SAL SUBS CLERICAL AND OFFICE SALARIES STRS ON 1000 SALARIES STRS ON 2000 SALARIES STRS ON 2000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED	
Wage Total 13,296.97 3,001.20 15,839.40 0.00 0.00 0.00 0.00 0.00 0.00	5,516,782.60	3,762,088.94 187,711.27 38,216.27 11,709.16 13,804.67 19,693.17 262,723.81 444,732.67 9,032.75 27,563.42 73,301.08 206,428.51 1,449.17 119,234.50 0.00 0.00 0.00 0.00 0.00 0.00 0.00	for DECE
Fringe Total 0.00 0.00 0.00 1,104.42 1,719.00 1,056.43 67.23 247.08 1,125.14	1,758,205.49	11196 10.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	12/:
Wage & Fringe Total 13,296.97 3,001.20 15,839.40 1,104.42 1,719.00 1,056.43 67.23 247.08 1,125.14	7,274,988.09	waye x 111ye 10 cat 3,762,088 3,216.27 11,709.16 13,804.67 19,693.17 262,723.81 58,881.94 242,904.41 444,732.67 9,032.75 27,563.45 27,563.45 206,428.51 1,449.17 119,234.50 36,316.86 391,876.99 571.95 4,068.47 104,079.39 60,713.57 52,692.46 15,163.59 2,173.53 580.62 117,563.59 72,563.07 45,002.07 450.00	Year 2006/2

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TRACY UNIFIED SCHOOL DISTRICT

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District Total:	13 Fund Total:	Fund: 13 CAFETY	12 Fund Total:	11 Fund Total: Fund: 12 CHILD	Report: R0010A
		CAFETERIA FUND Object 2200 2320 2400 3202 3312 3312 3322 33412 3412 3602		3412 3501 3502 3601 3602 3911 DEVELOPMENT Object 1100 2100 2400 2100 2400 3101 3202 3312 3322 3312 3321 3411 3412 3501 3601	
		Description CLASSIFIED SUPPORT SALARIES CLASS. ADMINISTRATOR SALARIES CLERICAL & OFFICE SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL HEALTH & WELFARE ON 2000 SALS STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL		HEALTH & WELFARE ON STATE UNEMPLOY ON 10 STATE UNEMPLOY ON 20 WORKER'S COMP INS ON TAXABLE FRINGE BEN OF TAXABLE FRINGE BEN OF TEACHERS' SALARIES INSTRUCTIONAL AIDES CLERICAL & OFFICE SISTES ON 2000 SALARII PERS ON 2000 SALARII PERS ON 2000 SALARII PERA ON 2000 SALARII OASDI ON 2000 SALARII OASDI ON 2000 SALARII PERA ON 2000 SALARII OASDI ON 2000 SALARII PERA ON 2000 SALARII PERA ON 2000 SALARII OASDI OASDI ON 2000 SALARII OASDI OAS	Gross Wage & Fringe Summary by Object
5,639,994.24	83,608.96	Wage Total 64,909.54 6,869.25 11,830.17 0.00 0.00 0.00 0.00 0.00 0.00	7,375.11	0.00 0.00 0.00 0.00 0.00 0.00 0.00 90.00 90.00 90.00 1,746.58 2,489.53 0.00 0.00 0.00 0.00 0.00 0.00 0.00	for DECEMBER
1,797,381.70	25,109.73	, 82 , 83 , 83 , 83 , 83 , 83 , 83 , 83 , 83	3,570.87	10, 11,	REGULAR 12/29/2006
7,437,375.94	108,718.69	ta	10,945.98	80 P	Fiscal Year 2006/2007

DATE: 1/10/2007

FUND 01 GROSS PAYROLL	\$	415,914.27
BENEFITS	\$	47,441.58
TOTAL	\$	463,355.85
TUND 44 ODOGO DAVIDOU ADUUT EDUCATION		40.050.55
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	49,068.52
BENEFITS	<u> </u>	10,166.60
TOTAL	\$	59,235.12
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	999.29
BENEFITS	\$	88.78
TOTAL	\$	1,088.07
•		
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	14,421.18
BENEFITS	\$	1,640.17
TOTAL	\$	16,061.35
DISTRICT TOTAL	\$	539,740.39

Fund: 11	01 Fund Tot	68		Report: R0 Fund: 01
ADULT EDUCATION Object 1100 1105 1200 2100 2205 3101 3202 3312 3321 3322 3331 3411	3602 Total:	3202 3311 3312 3321 3322 3331 3412 3501 3502 3601	1104 1105 1120 11340 11900 2100 2100 2200 2200 2400 2400 2400 24	ROO1OA GEN FUND/CO SCHOOL Object 1100
PUND Description TEACHERS' SALARIES SUBS TEACHERS' SALARIES SUBS CERT PUPIL SUPPORT SALARIES INSTRUCTIONAL AIDES' SALARIES CLASS SUPPORT SALARIES CLASS SUPPORT SALARIES STRS ON 1000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 1000 SALARIES ALTER. RETIREMENT ON 1000 SALARIES	COMP INS ON 2000	PERS ON 2000 SALARIES OASDI ON 1000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 1000 SAL ALTER. RETIREMENT ON 2000 SAL HEALTH & WELFARE ON 2000 SALARY STATE UNEMPLOY ON 1000 SALARY WORKER'S COMP INS ON 1000 SAL	HERS' SAI INSTRUCT . ADMINUCT RECTIONAL R AIDES S R AIDES S R AIDES S SIFIED SU SIFIED	Gross Wage & Fringe Summary by Object OOL SERV FUND Description TEACHERS' SALARIES
Wage Total 39,278.27 772.86 1,258.20 7,281.27 477.92 0.00 0.00 0.00 0.00 0.00 0.00	0.00 415,914.27		67 0 0 0 0 7 5 3 0 0 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	ect for DECEMBER SUPPL. Wage Total Fri
Fringe Total 0.00 0.00 0.00 0.00 0.00 0.00 3,051.08 656.74 439.74 4407.75 1102.84 13.22 3,542.85	27.8	2000 2000	18 1608 1608 1608 1608 1608 1608 1608 16	1/10/20 nge Tota
Wage & Fringe Total 39,278.27 772.86 1,258.20 7,281.27 477.92 3,051.08 656.74 439.74 407.75 102.84	55.8	44482028242	754 754 754 754 754 754 754 754 754 754	006/200 ge Tota

District Total:	13 Fund Total:	0ħ	Fund: 13 CAFETERIA FUND Object 2200 2205 2206	12 Fund Total:	ILD	Report: RO010A	Run Date: 01/04/2007 15:11:46
			IA FUND Object Description 2200 CLASSIFIED SUPPORT SALARIES CLASS SUPPORT SALARIES SUBS CLASS SUPPORT SALARY OVERTIME		UNEMI UNEMI 'S CC R'S CC R'S CC CTION CTASS ON 20 ON 2	Gross Wage & Fringe Summary by	
480,403.26	14,421.18	0.00 0.00 0.00 0.00 0.00 SAL 0.00 SAL 0.00	Wag: 6 7,	999.29	0.00 0.00 0.00 0.00 0.00 0.00 49,068.52 Wage Total 687.89 311.40 0.00 0.00 0.00 0.00	Object for DECEMBER	TRACY UNIFIED SCHOOL DISTRICT
59,337.13	1,640.17	. NN 0 1 N 0	Fringe Total 0.00 0.00 0.00 0.00	88.78	1, 10,	SUPPL. 1/10/2007	ICT
539,740.39		410.63 300.29 209.10 323.63 7.23 389.29	Wage & Fringe Total 6,343.10 7,718.77 359.31	1,088.07	אי ! יש	Fiscal Year 2006/2007	Page 2

DATE: 1/31/2007

FUND 01 GROSS PAYROLL BENEFITS TOTAL	\$ \$ \$	5,577,036.39 1,774,128.82 7,351,165.21
FUND 11 GROSS PAYROLL - ADULT EDUCATION	\$	33,263.78
BENEFITS	\$	10,710.13
TOTAL	\$	43,973.91
FUND 12 GROSS PAYROLL - CHILD DEVELOPMENT	\$	7,608.38
BENEFITS	\$	3,614.42
TOTAL	\$	11,222.80
FUND 13 GROSS PAYROLL - CAFETERIA FUND	\$	88,719.61
BENEFITS	\$	26,148.59
TOTAL	\$	114,868.20
DISTRICT TOTAL	\$	7,521,230.12

Report: R0010A

Gross Wage & Fringe Summary by Object for JANUARY REGULAR 1/31/2007

Fiscal Year 2006/2007

Fund: 11	01 Fund To	7₺	Fund: 01
ADULT	Total:		GEN I
EDUCATION FUND Object D 1340 C 2400 C 3400 C 3101 S 3202 P 3321 P 3322 F		1100 1100 11200 1300 13300 13310 22300 22400 23200 23200 33207 33207 33311 33311 33411 33501 33712 33911	GEN FUND/CO SCHOOL
Description Description CERT. ADMINISTRATOR SALARIES CLASSIFIED SUPPORT SALARIES CLERICAL & OFFICE SALARIES STRS ON 1000 SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES		TEACHERS' SALARIES TEACHERS' SALARIES TEACHERS' SALARIES CERT PUPIL SUPPORT SALARIES CERT SUPRIVERS' & ADMINS' SAL CERT SUPREVISOR SALARIES SUPERINTENDENTS SALARIES SUPERINTENDENTS SALARIES SUPERINTENDENTS SALARIES ASSISTANT SUPERVISOR SALARIES CIASSIFIED SUPPORT SALARIES CLASS SUPERVISORS SALARIES CLASS ADMINISTRATOR SALARIES CLASS SUPERVISORS SALARIES CLASSIFIED SALARIES CLASIFIED SALARIES CLARICAL AND OFFICE SALARIES CLERICAL AND OFFICE SALARIES STRS ON 1000 SALARIES STRS ON 2000 SALARIES STRS ON 2000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SAL ALTER. RETIREMENT ON 2000 SAL ALTER. RETIREMENT ON 2000 SAL HEALTH & WELFARE ON 1000 SALARY WORKER'S COMP INS ON 1000 SAL WORKER'S COMP INS ON 1000 SAL WORKER'S COMP INS ON 1000 SAL TAXABLE FRINGE BEN ON 2000 SAL TAXABLE FRINGE BEN ON 2000 SAL TAXABLE FRINGE BEN ON 2000 SAL	
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Fringe Total 0.00 0.00 0.00 1,104.42 1,813.54 1,120.68 67.23 262.11	,128	7777 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	TOP TOTAL
Wage & Fringe Total 13,296.97 3,166.26 16,710.55 1,104.42 1,813.54 1,120.68 67.23 262.11	7,351,165.21	wage & Filings Total 3,754,750 -1,047.02 197,157.18 38,216.27 11,709.16 13,804.67 19,693.17 262,723.81 58,881.94 228,325.50 466,069.87 11,487.57 2734.91 65,626.02 52,857.40 16,322.68 -150.64 627,335.21 32,952.44 627,335.21 32,952.41 74,377.71 47,764.25	

District Total:	13 Fund Total:	Fund: 13 C/	12 Fund Total:	11 Fund Total: Fund: 12 CH	Report: R0010A	Run Date: 01/
		CAFETERIA FUND Object 2200 2320 2400 3202 3312 3312 3322 33412 3412 3502 3602		3411 3412 3502 3601 3602 3911 CHILD DEVELOPMENT Object 1100 2100 2100 2400 3101 3202 3312 3312 3322 3312 3411 3412 3501 3501 3601	A	01/25/2007 15:40:13
		Description CLASSIFIED SUPPORT SALARIES CLASS. ADMINISTRATOR SALARIES CLERICAL & OFFICE SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SALARIES HEALTH & WELFARE ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL		HEALTH & WELFARE ON 1000 SALS STATE UNEMPLOY ON 1000 SALARY STATE UNEMPLOY ON 2000 SALARY WORKER'S COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL TAXABLE FRINGE BEN ON 1000 SAL TAXABLE FRINGE BEN ON 1000 SAL TEACHERS' SALARIES INSTRUCTIONAL AIDES' SALARIES STRS ON 1000 SALARIES STRS ON 2000 SALARIES PERS ON 2000 SALARIES PERS ON 2000 SALARIES FICA-MED ON 1000 SALARIES FICA-MED ON 2000 SALARIES ALTER. RETIREMENT ON 2000 SALS HEALTH & WELFARE ON 2000 SALS STATE UNEMPLOY ON 1000 SALARY WORKER'S COMP INS ON 2000 SAL WORKER'S COMP INS ON 2000 SAL	Gross Wage & Fringe Summary by Object	TRACY
5,706,628.16	88,719.61		7,608.38	Wage Total 3,139.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	bject for JANUARY REGULAR 1/3	UNIFIED SCHOOL DISTRICT
1,814,601.96	26,148.59	Fringe Total 0.00 0.00 0.00 6,138.33 3,598.52 1,210.09 966.02 11,796.40 44.34 2,394.89	3,614.42	1,125.14 4,302.45 6.70 9.94 361.38 536.54 0.00 10,710.13 Fringe Total 0.00 0.00 0.00 0.00 310.76 340.04 197.41 35.25 56.91 28.95 1,417.14 1,018.79 11.56 2.25 84.74 120.62	REGULAR 1/31/2007	RICT
7,521,230.12	114,868.20	Wage & Fringe Total 69,405.74 6,869.25 12,444.62 6,138.33 3,598.52 1,210.09 966.02 11,796.40 44.34 2,394.89	11,222.80	1,125.14 4,302.45 6.70 9.94 361.38 536.54 90.00 43,973.91 Wage & Fringe Total 3,139.00 1,842.60 2,626.78 310.76 340.04 197.41 1,018.79 1.862 2.56 84.74 120.62	Fiscal Year 2006/2007	Page 2



BUSINESS SERVICES MEMORANDUM

TO:

James C. Franco, Superintendent

FROM:

Casey Goodall, Associate Superintendent for Business

DATE:

February 1, 2007

SUBJECT: Accept Donations

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, supplies, and/or equipment are to be considered for acceptance as donations:

- 1. Tracy Unified School District/Tracy High School/Girls Basketball Team. From: Tracy Lions Club, Attn: Mr. Tom Hawkins, c/o DEC 1875 West Lowell Avenue, Tracy, CA 95376. Donation: \$2,496.00. (check). The donated funds will be used to purchase basketball equipment and other supplies/items.
- 2. Tracy Unified School District/West High School/Girls Basketball Team. From: Tracy Lions Club, Attn: Mr. Tom Hawkins, c/o DEC 1875 West Lowell Avenue, Tracy, CA 95376. Donation: \$2,496.00. (check). The donated funds will be used to purchase basketball equipment and other supplies/items.
- 3. Tracy Unified School District/West High School/Varsity Baseball Diamond. From: Teichert Construction, Attn: John Thomassen, Estimator, 835 South Kilroy Road, Turlock, CA 95380. Donation: Time and material on November 22, 2006, for construction of West High School's varsity baseball diamond. Value: \$10,000.00.
- 4. Tracy Unified School District/West High School/Varsity Baseball Diamond. From: Goodland Landscape Construction, Inc., Attn: Dena, 1047 S. Tracy Blvd., Tracy, CA 95376. Donation: labor on December 6, 7, 8, 9, 2006, to grade field for sprinkler system, repair broken sprinklers, and installation of District supplied sod. Value: \$3,500.00.

5. Tracy Unified School District/West High School/I.G.C.G.. From: Tracy Sunrise Rotary, P.O. Box 1287, Tracy, CA 95378-1287. Donation: \$1,212.00. Check #: 6826 dated December 13, 2006. The donation of funds was to pay for substitute teachers.

The students and staff of the Tracy Unified School District, West High School, Tracy High School, and I.G.C.G., would like to thank the various donors mentioned above. The supplies, equipment, labor, and funds donated are greatly appreciated and will enhance the educational quality and learning environment for all students.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District.

This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/re-cycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Development Departments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

RECOMMENDATION: Accept donations.

Prepared by: Catherine Lyons, Administrative Assistant to the Assoiatate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO:

Dr. James Franco, Superintendent

FROM:

On Casey Goodall, Assoc. Superintendent for Business Services

DATE:

February 1, 2007

SUBJECT:

Approve Monthly Budget Adjustment Report

BACKGROUND: Each month the Financial Services Department submits a Budget Adjustment Report summarizing changes of amounts in object codes.

RATIONALE: These monthly reports include estimated revenues, expenditures, adjustments, and transfers and facilitate timely monitoring of the budget.

FUNDING: N/A

RECOMMENDATION: Approve Monthly Budget Adjustment Report

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TEACHERS' SALARIES CERT PUPIL SUPPORT SALARIES CERT SUPRIVERS' & ADMINS' SAL OTHER CERTIFICATED SALARIES INSTRUCTIONAL AIDES' SALARIES CLASSIFIED SUPPORT SALARIES CLASSIFIED SALARIES ON 1000 SALARIES STRS ON 1000 SALARIES PERS ON 1000 SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES PERS ON 2000 SALARIES OASDI ON 2000 SALARIES ALTER. RETIREMENT ON 1000 SAL HEALTH & WELFARE ON 1000 SALARY WORKER'S COMP INS ON 1000 SALARY PERS REDUCTION ON 1000 SALARY PERS REDUCTION ON 2000 SALARY TAXABLE FRINGE BEN ON 2000 SAL BENEFIT PAYROLL ERRORS BOOKS OTHER THAN TEXTBOOKS MATERIALS & SUPPLIES NON-CAPITALIZED EQUIPMENT TRAVEL & CONFERENCES DUES & MEMBERSHIPS INSURANCE OPERATIONS & HOUSEKEEPING SRVC RENTS, LEASES, REPAIRS, IMPROVENTS DIR COSTS FOR INTERFUND SVCS OTHER SVCS & OPER EXPENDITURES OTHER SVCS & OPER EXPENDITURES STRUCTOMENT EQUIPMENT REPLACEMENT EQUIPMENT REPLACEMENT	DESCRIPTION	SAN FROM
48,825,790.00 2,283,590.00 4,368,840.00 998,932.00 6,293,838.00 1,241,344.00 4,565,2965.00 6,843,772.00 7,675,311.00 28,246.00 7,575,311.00 28,246.00 7,575,311.00 3,030,281.00 28,246.00 7,675,311.00 3,030,281.00 28,246.00 7,675,311.00 3,030,281.00 28,246.00 7,675,311.00 3,030,281.00 28,246.00 7,675,311.00 600,1524,713.00 422,611.00 600,1524,713.00 422,611.00 600,1524,713.00 422,611.00 600,1524,713.00 422,611.00 600,1524,713.00 422,110.00 1,524,713.00 422,110.00 1,524,713.00 600,155,669,002.00 438,873.00 600,000 1,518,662.00 32,283.00 455,000.00 1,518,662.00 33,025,225.00 38,002.00 1,518,371.00 01,518,371.00 01,518,371.00 01,518,371.00	/2006 BUDGET	JOAQUIN COUNTY OFFICE OF EDUCAT BUDGET ADJUSTMENT REPORT DATE 01/01/2007 TO DATE 01/31/2 Restricted and Unrestricted
48, 376, 396. 25 2, 298, 996. 00 4, 321, 116. 00 1, 223, 921. 00 2, 689, 867. 00 6, 444, 158. 17 1, 342, 029. 00 4, 262, 775. 90 4, 262, 775. 90 4, 262, 775. 90 4, 262, 775. 90 1, 393, 128. 00 1, 393, 128. 00 27, 982, 1819. 70 7, 682, 831. 00 3, 199, 496. 00 27, 948. 69 217, 762. 49 437, 562. 00 1, 514, 988. 49 437, 520. 00 538, 972. 00 538, 972. 00 6, 480. 00 6, 480. 00 6, 480. 00 1, 089, 268. 00 1, 164. 99 1, 264, 164. 99 1,	01/01/2007 EVISED BUDGET	EDUCATION ORT 01/31/2007 stricted
73,239.00 6,083.00 4,404.68 27,767.10 2,058.00 1,240.00 1,240.00 1,240.00 1,1631.00 2,530.00 1,160.00	BUDGET ADJUSTMENTS	#J3714
48, 449, 635, 25 2, 298, 996, 00 4, 229, 004, 00 6, 448, 562, 857, 00 6, 448, 562, 85 1, 342, 029, 543, 00 4, 290, 543, 00 4, 290, 543, 00 4, 290, 543, 00 4, 625, 233, 74 7, 226, 00 71, 392, 344, 00 1, 392, 344, 00 218, 672, 00 3, 184, 446, 00 3, 184, 446, 00 3, 184, 446, 00 3, 184, 446, 00 3, 184, 446, 00 1, 516, 618, 49 438, 670, 00 733, 557, 00 418, 689, 00 418, 689, 00 418, 689, 00 6, 480, 00 6, 480, 00 1, 091, 632, 00 1, 103, 552, 754, 00 3, 733, 557, 00 1, 504, 809, 00 6, 480, 00 1, 504, 809, 00 1, 504, 809, 00 1, 504, 809, 00 1, 504, 809, 00 1, 504, 809, 00 1, 132, 983, 774, 00 1, 132, 997, 00 1, 132, 997, 00 1, 132, 997, 00 1, 132, 997, 00 1, 132, 997, 00 1, 132, 997, 00 1, 132, 997, 00 1, 132, 997, 00	01/31/2007 REVISED BUDGE	PAGE: 1 02/01/2007 FISCAL YR: 07

APPROVED 07/24/2006 01/01/2007 FUND OBJECT DESCRIPTION ADOPTED BUDGET REVISED BUDGET	STATE SPECIAL SCHOOLS 40,000.00	TO COE 303,609.00	TRANS TO CHARTERS IN LIEU PROP 977,617.00	TRANSFERS OF INDIRECT COSTS .00	TRANS OF INDIRECT - INTERFUND -200,724.00	TRANSFERS OF DIR SUPP-INTERFND -59,500.00	DEBT SERVICE - INTEREST 17,561.00		DEB - UTIVICE - TITUCHTAE	BETWEEN GEN FND & SP RSRVE FND 28,700.00	ST SCH BLD FND OTH FND OF DIST 28,700.00	FROM GEN/SPC/BLDG TO DEF MAINT 561,716.00 FROM GEN/SPC/BLDG TO DEF MAINT 561,716.00	132,720.00 28,720.00 472,051.00 677,116.00 59,292.00
07/24/2006 01/01/2007	H H H	 } }	 	11 11 12 13	 }	 } }	 } }	 }	 				
007 BUDGET	11		00.00 -54,445.00	00.00 00.00 09.00 17.00	00.00 -54,445.00 07.00 -5,840.00	00.00 00.00 17.00 1.0	00.00 00.00 00.00 17.00 17.00 00.00 17.00 00.00 17.00 00	00.00 00.00 09.00 17.00 17.00 24.00 24.00 20	00.00 09.00 17.00 17.00 18.00 18.00 19	00.00 00.00 00.00 17	00.00 00	00.00 00.00 09.00 17.00 17.00 24.00 24.00 26.00 00	00.00 00.00 00.00 17
01/31/2007 8 REVISED BUDGET		40,000.0	40,000.0 249,164.0	40,000.0 249,164.0 1,007,017.0	40,000.0 249,164.0 1,007,017.0 -5,840.0	40,000.0 249,164.0 1,007,017.0 -5,840.0 -200,724.0	40,000.00 249,164.00 1,007,017.00 -5,840.00 -200,724.00	40,000.0 249,164.0 1,007,017.0 -5,840.0 -200,724.0 17,561.0	40,000.0 249,164.0 1,007,017.0 -5,840.0 -200,724.0 17,561.0	40,000.0 249,164.0 1,007,017.0 -5,840.0 -200,724.0 17,726.0 28,700.0	40,000.0 249,164.0 1,007,017.0 -5,840.0 -200,724.0 17,561.0 18,726.0 28,700.0	40,000.0 249,164.0 1,007,017.0 -5,840.0 -200,724.0 17,561.0 132,726.0 132,726.0 472,051.0	40,000.00 249,164.00 1,007,017.00 -5,840.00 -200,724.00 17,561.00 132,726.00 28,700.00 472,116.00 59,292.00

121,380,328.40	1,758,270.22	119,622,058.18	115,762,374:00		TOTAL REVENUE
.00	.00	.00	. 00	CNTRIBUT/TRANS FRM RSTR/UNREST	0668
.00	.00	. 00	. 00	CONTRIBUTE FROM UNRSTRCTD REV	8980
183,022.00	.00	183,022.00	.00	PROCEEDS FROM CAPITAL LEASES	8972
386,150.00	.00	386,150.00	523,000.00	OTH AUTH INTERFUND TRANS IN	8919
3,464,856.00	.00	3,464,856.00	3,464,525.00	TRANS OF APPORTION FROM CO OFF	8792
2,291,456.40	57,038.22	2,234,418.18	1,635,073.00	ALL OTHER LOCAL REVENUES	8699
28,700.00	.00	28,700.00	28,700.00	ALL OTHER FEES & CONTRACTS	8689
1,179,811.00	44,695.00	1,135,116.00	1,104,516.00	INTERAGENCY SVCS BETWEEN LEA'S	8677
70,000.00	15,000.00	55,000.00	55,000.00	TRANSPORTATION FEES FROM INDIV	8675
600,000.00	.00	600,000.00	500,000.00	INTEREST	8660
7,277,395.00	1,447,627.00	5,829,768.00	4,372,863.00	ALL OTHER STATE REVENUES	8590
2,489,172.00	288,112.00	2,201,060.00	2,172,388.00	STATE LOTTERY REVENUE	8560
603,053.00	. 00	603,053.00	.00	MANDATED COST REIMBURSEMENTS	8550
.00	.00	.00	. 00	CLASS SIZE REDUCTION 9-12	8435
3,121,206.00	. 00	3,121,206.00	3,121,206.00	CLASS SIZE REDUCTION K-3	8434
2,073,522.00	. 00	2,073,522.00	1,569,968.00	OTH ST APPORTIONMENTS-CURR YR	8311
2,138,672.00	-3,432.00	2,142,104.00	1,678,512.00	ALL OTHER FEDERAL REVENUES	8290
232,037.00	-23,813.00	255,850.00	255,850.00	SP ED-DISCRETIONARY GRANTS	8182
1,984,345.00	-66,957.00	2,051,302.00	2,051,302.00	SP ED-ENTITLEMENT	8181
442,117.00	.00	442,117.00	463,803.00	PERS REDUCTION TRANSFER	8092
.00	.00	.00	1.00	REVENUE LIMIT TRANSFERS	8091
6,641,534.00	. 00	6,641,534.00	6,641,534.00	ED REVENUE AUGMENT FUND (ERAF)	8045
134,169.00	.00	134,169.00	134,169.00	SUPPLEMENTAL TAXES	8044
59,656.00	. 00	59,656.00	59,656.00	PRIOR YEARS' TAXES	8043
658,702.00	.00	658,702.00	658,702.00	UNSECURED ROLL TAXES	8042
19,987,567.00	.00	19,987,567.00	19,744,207.00	COUNTY & DISTRICT TAXES	8040
129,463.00	.00	129,463.00	129,463.00	HOME OWNERS EXEMPTION	8021
.00	.00	.00	. 00	REVENUE LIMIT ST AID-PRIOR YRS	8019
65,203,723.00	.00	65,203,723.00	65,397,936.00	REVENUE LIMIT ST AID-CURR YEAR	01 8011
01/31/2007 REVISED BUDGET	BUDGET ADJUSTMENTS	01/01/2007 REVISED BUDGET	07/24/2006 ADOPTED BUDGET	DESCRIPTION	APPROVED OBJECT
FISCAL YR: 07		Ticted	Restricted and Unrestricted		75 Tracy Jt. Unified School Dist
PAGE: 3 02/01/2007	#J3714	EDUCATION RT 1/31/2007	SAN JOAQUIN COUNTY OFFICE OF EDUCATION BUDGET ADJUSTMENT REPORT ROM DATE 01/01/2007 TO DATE 01/31/2007	71	FCR270 JANUARY BUDGET ADJ REPORT

DESIGNATED FOR ECON UNCERTAIN -3.328.815.00 -3.328.815.00 -3.328.815.00 -3.328.815.00
-3,328,815.00 .00
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.00 .00 .00 -9,645,799.35 -3,467,594.35 -629,834.00 -9,791,342.35 -9,791,342.35 .00
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BUSINESS SERVICES MEMORANDUN

To:

James Franco, Superintendent

From:

Casey Goodall, Associate Superintendent for Business

Date:

February 2, 2007

SUBJECT:

Ratify Routine Expenditures and Notice of Completions Which Meet

Criteria for Board review and Approval

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

This agenda item meets Strategic Goal #8 – Provide Modern and Safe Facilities

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Routine Expenditures and Notice of Completions Which Meet Criteria for Placement on Consent Agenda

Prepared by: Casey Goodall, Associate Superintendent of Business Services

BUSINESS SERVICES FACILITIES DEVELOPMENT DEPARTMENT SUMMARY OF SERVICES

A. Vendor:

Vavrinek, Trine, Day and Company, LLP

Site:

District Wide

Item:

Agreement - Approve

Services:

The district is required to hire an audit firm to conduct an annual independent financial audit. The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in

conformity with generally accepted accounting principles.

Cost:

\$40,000

Project Funding:

Unrestricted General Fund

Vendor: В.

Midnight Sun Construction Company North School - Library Alteration

Site: Item:

Agreement - Approve

Services:

Inspection Services to renovate the old multi-purpose and kitchen

building into a library facility.

Cost:

\$700.00

Project Funding:

Redevelopment

C. Vendor: Wilson Architecture, Inc. Williams Middle School

Site: Item:

Proposal - Ratify

Services:

Architectural services to design a new fire and intrusion alarm system.

Cost:

\$19,250.00

Project Funding:

Deferred Maintenance

D. Vendor: **Kodiak Roofing**

Site: Item: North School Expansion - Phase III Bid Package #5 – Change Order #1

Services:

Cost to install 24 gauge prefinished metal; add gutter fascia and credit to

have Finney Flooring replace VCT due to a roof leak.

Cost:

\$994.00

Project Funding:

Developer and State School Building Fund (SSBF)

E. Vendor:

Kodiak Roofing

Site:

North School Expansion - Phase III

Item:

Notice of Completion - Trade Package #5

Services:

Contractor installed roof to the new multi-use building.

Original Contract:

\$142,900.00 Change Order: \$994.00 Total Amount: \$143,894.00

Completion Date:

Substantially complete on May 31, 2006

Project Funding:

Developer and SSBF



BUSINESS SERVICES MEMORANDUM

To:

James Franco, Superintendent

From:

Casey Goodall, Associate Superintendent for Business

Date:

February 2, 2007

SUBJECT:

Ratify Measure E Related Expenditures and Notice of Completions Which

Meet Criteria for Board Review and Approval

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left hand corner.

This agenda item meets Strategic Goal #8 - Provide Modern and Safe Facilities

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Ratify Measure E Related Expenditures and Notice of Completions Which Meet Criteria for Placement on Consent Agenda

Prepared by: Casey Goodall, Associate Superintendent of Business Services

BUSINESS SERVICES FACILITIES DEVELOPMENT DEPARTMENT SUMMARY OF SERVICES

A. Vendor:

Steel Inspectors of Texas, Inc.

Site:

West High School - Stadium/Pool

Item:

Agreement - Approve

Services:

In-plant inspector to inspect shop welding development and

implementation for the stadium/pool bleachers and pressbox.

Cost:

\$5,700.00

Project Funding:

Local Bond Funds and State School Building Fund (SSBF)

B. Vendor:

Warren Land Surveying, Inc.

Site:

Tracy High School - West Building

Item:

Proposal - Ratify

Services:

Consultant to provide topographical survey of the site for the new West

Building location.

Cost:

\$3,500.00

Project Funding:

Local Bond Funds and State School Building Fund (SSBF)



EDUCATIONAL SERVICES MEMORANDUN

TO:

Dr. James C. Franco, Superintendent

FROM:

Dr. Sheila Harrison

Assistant Superintendent for Educational Services

DATE:

January 31, 2007

SUBJECT:

Approve Overnight Travel for One Tracy High School Student to

Attend the CBDA All-State Honor Band in Fresno, CA on

February 15 - 18,2007

BACKGROUND: Eric Zhou has been named to the CBDA All-State Honor Band. This is a prestigious honor for high school students, one shared with only a few other talented students from throughout California. The parents will drive their student and will supervise their child during the event.

RATIONALE: It is the goal of the Tracy High School Performing Arts Magnet to provide students with increased performance opportunities. Our student is uniquely qualified to participate in this event and it exemplifies musical excellence. This activity aligns with Strategic Goals #4 and 5 (Developing the Whole Student, and Citizenship).

FUNDING: The parents of Eric Zhou will pay for all expenses associated with this activity, including transportation, meals, housing, and entry fees.

RECOMMENDATION: Approve Overnight Travel for One Tracy High School Student to Attend the CBDA All-State Honor Band in Fresno, Ca, on February 15 - 18, 2007.

PREPARED BY: Mr. Pat Anastasio, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

TO:

Dr. James Franco, Superintendent

FROM:

MDr. Sheila Harrison

Assistant Superintendent of Educational Services

DATE:

February 13, 2007

SUBJECT:

Approve Overnight Travel for Twenty-nine Tracy High Madrigals Students, Three Chaperones and One Advisor to the 11th Phil Mattson

Vocal Jazz Festival in New York, NY from April 6-11, 2007.

BACKGROUND: The director, Matt Netto, of the Tracy High School Madrigals was invited to bring his group to sing at the Phil Mattson Vocal Jazz festival. The final concert takes place at Carnegie Hall on Monday, April 9, 2007 at 8:00pm. This is a prestigious honor, one shared with other talented students in 2004. The students will travel by bus and plane.

RATIONALE: It is the goal of the Tracy High Performing Arts Magnet to provide students with increased performance opportunities. Our students are uniquely qualified to participate and it exemplifies musical excellence on a nationwide level of recognition. This activity aligns with Strategic Goals # 4 and 5 (Developing the Whole Student, and Citizenship).

FUNDING: The expense is \$1485.00/ student. Money will be paid by the ASB Choir account, through parent and chaperone deposits and group fundraising. The advisor's expenses (substitutes and food) will be split between the ASB Choir account and the THS Performing Arts Magnet Account (subs only) and will be approximately \$500.00.

RECOMMENDATION: Approve Overnight Travel for Twenty-nine Tracy High Madrigals Students, Three Chaperones and One Advisor to the 11th Phil Mattson Vocal Jazz Festival in New York, NY from April 6-11, 2007.

PREPARED BY: Mr. Pat Anastasio, Principal, Tracy High School



EDUCATIONAL SERVICES MEMORANDUM

To:

Dr. Jim Franco, Superintendent

From:

Dr. Sheila Harrison, Assistant Superintendent of Educational

Services

Date:

January 31, 2007

Subject:

Approve Out of State Travel to Seattle, Washington for Jillian Woodford, Adult School ESL Teacher to Attend the Annual Teachers of English to Speakers of Other Languages (TESOL)

Convention and Exhibit March 21 - 24, 2007

BACKGROUND: Tracy Adult School has been implementing English language instruction to speakers of other languages since 1937. Currently, English language instruction is taught at three different locations. Yearly, TESOL offers a convention for English language instruction professionals.

RATIONALE: The TESOL Convention and Exhibit is designed for English language instruction professionals. This international conference has a wide variety of workshops for instructors. Ms. Jillian Woodford, ESL instructor at Tracy Adult School, is interested in updating her skills and learning the latest techniques to fit the language needs of her adult students. This meets the Strategic Plan, "Gateway to Tomorrow" Strategic Goal #1; provide a relevant and meaningful curriculum.

FUNDING: Expenses are entirely paid for by the Tracy Adult School. Approximate cost is \$1240.00.

RECOMMENDATION: Approve Out of State Travel to Seattle, Washington for Jillian Woodford, Adult School ESL Teacher to Attend the Annual Teachers of English to Speakers of Other Languages (TESOL) Convention and Exhibit March 21 – 24, 2007.

Prepared by: Walter Gouveia, Director of Adult and Career and Technical

Education



MAN RESOURCES MEMORAN

To:

Dr. James Franco, Superintendent

From:

James Mousalimas, Assistant Superintendent of Human Resource

Date:

February 2, 2007

Subject:

Approve Certificated, Classified and/or Management Employment

BACKGROUND:

CLASSIFIED

Borres, Flora Food Service Worker (Replacement)

South/West Park Elementary

2.5 hours per day

Range 22, Step A - \$11.46 per hour

Funding: Child Nutrition-School Program

Cottier, Corina

Bus Driver (New) Transportation

4.5 hours per day

Range 36, Step A - \$15.85 per hour Funding: Transportation Special Ed

Espersen, Eria

Para Educator I (Replacement)

George Kelly School 6 hours per day

Range 24, Step B - \$12.57 per hour

Funding: General Fund

Flores, Sharon

Para Educator I (New)

Tracy Adult School - ESL Program

6 hours per day

Range 24, Step E - \$14.45 per hour

Funding: Adult Education

Jara, Alicia

Library Technician (Replacement)

Villalovoz Elementary School

7 hours per day

Range 30, Step E - \$16.61 per hour

Funding: State Lottery

Jauregui, Aida

Special Education Accounts Secretary (Replacement)

District Education Center/Special Education

8 hours per day

Range 34, Step C - \$16.61 per hour

Funding: Special Ed-IDEA Grant 50% & Special

Education 50%

Langland, Dana

Clerk Typist II (Replacement)

District Education Center/Student Services

4 hours per day

Range 27, Step A - \$12.88 per hour

Funding: General Fund

Macon, Michelle

I.E.P. Para Educator I (New)

Jacobson Elementary School

6 hours per day

Range 24, Step A - \$12.00 per hour

Funding: Special Education

Medeiros, Patricia

Custodian I (New)

West High School and Crew

6 hours per day

Range 31, Step A - \$14.12 per hour + ND

Funding: General Fund

Motoh, Janis

Food Service Worker (Replacement)

Monte Vista 4 hours per day

Range 22, Step E - \$13.78 per hour

Funding: Child Nutrition-School Program

Nascimento, Jessyca

Bus Driver (New)
Transportation

4.5 hours per day

Range 36, Step A - \$15.85 per hour Funding: Transportation-Special Ed

Peterson, Michael

Custodian I (New)

Duncan Russell/Stein & Tracy Adult

6 hours per day

Range 31, Step A - \$14.12 per hour + ND

Funding: General Fund 75% and

Adult Education 25%

Rivera, Roman

Bus Driver (New)

Transportation 4.5 hours per day

Range 36, Step A - \$15.85 per hour Funding: Transportation-Special Ed

Robinson, Bernadette

School Supervision Assistant (Replacement)

Jacobson Elementary School

2 hours per day

Range 21, Step A - \$11.21 per hour

Funding: General Fund

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: James Mousalimas, Assist. Supt. of Human Resources



HUMAN RESOURCES MEMORANDUM

TO:

Dr. James Franco, Superintendent

FROM:

James Mousalimas, Assistant Superintendent of Human Resources

DATE:

February 2, 2007

SUBJECT:

Accept the Resignations/Retirements/Leaves of Absence for Classified,

Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

NAME/TITLE

SITE

EFFECTIVE

REASON

DATE

Morin, Erin

6-8 Math

Kelly

June 26, 2007

Relocating

BACKGROUND:

CERTIFICATED RETIREMENT

NAME/TITLE

SITE

EFFECTIVE

DATE

REASON

Eddy, Nancy

English

West High

February 10, 2007

BACKGROUND:

MANAGEMENT RETIREMENT

NAME/TITLE

SITE

EFFECTIVE

DATE

REASON

Donahue, Steven

Principal

Monte Vista

June 29, 2007

CLASSIFIED RESIGNATIONS

NAME/TITLE SITE DATE REASON
Anaya, Mayra West Park 02/09/2007 Personal
School Supervision Assist.

Flores, Sharon Central 01/30/2007 Accept another Kindergarten Para I Para position with

Tracy Adult School

Jara, Alicia Williams Clerk Typist II

02/02/2007 Accept Library Tech. position at

Villalovoz

CLASSIFIED RETIREMENTS

NAME/TITLE SITE EFFECTIVE DATE
Dell'Aringa, Robert Transportation 01/30/2007

Bus Driver.

RECOMMENDATION: Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees

Prepared by: James Mousalimas, Assist. Supt. of Human Resources



HUMAN RESOURCES MEMORANDUM

James Mousalimas, Assistant Superintendent 1875 West Lowell Avenue Tracy, CA 95376 (209) 830-3260 Fax (209) 830-3264

TO:

Dr. James Franco, Superintendent

FROM:

James Mousalimas, Assistant Superintendent for Human Resources

DATE:

February 2, 2007

SUBJECT:

Approve Participation in Out-of-State Teacher Recruitment Events in

Oregon and New York

BACKGROUND: In recent years, we have participated in various local and state teacher recruitment events, as well as our own Tracy Unified teacher recruitment fair, to assist in certificated staffing for the following school year. With a continuing shortage of teachers in California, there is a need to broaden our efforts by participating in some of the largest teacher/educator recruitment fairs. In addition, the National Minority Careers in Education Consortium is the largest minority teacher recruitment event in the nation.

RATIONALE: In order to continue our vigorous search for "highly qualified" teachers, our recruitment strategies need to expand to include out-of-state teacher recruitment events. Vacancies in math, science, and special education are especially difficult to fill due to the limited number of qualified candidates available. By participating in some of the largest out-of-state teacher recruitment events, we can increase our District's exposure and ideally increase the number of "highly qualified" candidates to our applicant pool. The recruitment events and attendees are as follows:

- a) March 21 March 25, 2007 @ New York City, New York National Minority Careers in Education/Long Island Education Recruitment Consortium/Columbia University Teachers College Education Career Fair - Recruiters: Joni McGinnis, Assistant Principal; Jodi Wyrick, Teacher
- b) April 2 April 4, 2007 @ Portland, Oregon Oregon Professional Educators Fair Recruiters: Herman Calad, Principal; Kirk Brown, Teacher

FUNDING: General Fund - \$9,500.00

RECOMMENDATION: Approve Participation in Out-of-State Teacher Recruitment Events in Oregon and New York.

PREPARED BY: James Mousalimas, Assistant Superintendent for Human Resources



BUSINESS SERVICES MEMORANDUM

TO:

Dr. James Franco, Superintendent

FROM:

Dr. Casey Goodall, Assistant Superintendent for Business

DATE:

August 14, 2006

SUBJECT:

Approve Contract for Architectural Services Between Tracy Unified School District and Rainforth Grau Architects for the Theater of West High School

BACKGROUND: At the January 23, 2007 Board Meeting, the Board authorized the Assistant Superintendent of Business Services to enter into an Agreement with Rainforth Grau Architects to provide architectural services for the Theater at West High School. Selection of the firm was based on a number of reasons which included the following: the firm had already been interviewed and placed on the District's short list; the firm has a historical relationship with the District; a realistic budget for the project; the firms experience with the State School Building Program; use of a theater consultant and District staff's experience with the firms design and facilitation skills.

RATIONALE: An Agreement was prepared and approved by the District's legal counsel, Kronick, Moskovitz, Tiedemann and Girard and reviewed and accepted by Rainforth Grau Architects.

FUNDING: The estimated fee per the contract of \$223,500 will be funded by local bond funds in combination with funds from the State School Building Program.

RECOMMENDATION: Approve Contract for Architectural Services Between Tracy Unified School District and Rainforth Grau Architects for the Theater of West High School

Prepared by: Denise Wakefield, Director of Facilities

CONTRACT FOR ARCHITECTURAL SERVICES BETWEEN TRACY UNIFIED SCHOOL DISTRICT AND RAINFORTH GRAU ARCHITECTS NEW THEATER AT WEST HIGH SCHOOL

THIS AGREEMENT is entered into this 13th day of February, between the TRACY UNIFIED SCHOOL DISTRICT, of the County of San Joaquin, California, hereinafter referred to as the "District," and Rainforth Grau Architects, a Professional Corporation, hereinafter called the "Architect."

District intends to construct the Project ("Project") as described in Attachment A, which is hereby incorporated by the parties as a term of this Agreement.

Architect represents that Architect 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 in and pursuant to Article 1, and not Architect itself, is fully licensed to practice as an architect in the State of California).

Accordingly, the parties agree as follows:

ARTICLE 1. PROJECT BUDGET

- 1.1 The Project budget is, or will be, established as indicated on Attachment B.
- 1.2 The size of the Project and the type and quality of construction are dependent upon the funds available for the Project. Architect will exercise his best judgment in determining the balance between the size of the Project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.
- 1.3 Architect is required to exercise its best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution within the Project's construction allowance. It is the duty of Architect to design a Project within the budget as indicated on Attachment B. If a construction bid exceeds such standards, Architect will be responsible for making the necessary changes in the approved plans, specifications and bid documents at no additional cost to the District.

ARTICLE 2. EMPLOYMENT OF ARCHITECT.

District employs Architect pursuant to Government Code section 53060 to perform the necessary professional services, including, but not limited to, those hereinafter set forth in connection with the Project. Architect shall name a specific person fully licensed to practice as an architect in the State of California to be Project Architect, subject to approval of District. The Project Architect shall maintain personal oversight of the Project and act as principal contact with District, the contractor, Architect's consultants, engineers, and with all inspectors on the Project. Any change by Architect of the Project Architect shall be in writing and subject to approval by District.

Project Architect is Kevin Arwood, Architect/Studio Leader, license number C26738, and Michael Rainforth Principal-in-Charge, license number C8289.

ARTICLE 3. ARCHITECT'S SERVICES.

3.1 Architect accepts employment and agrees to perform all reasonable professional architectural, engineering, consulting, and construction administration services in a professional manner, consistent with the usual and customary standards of the profession at the time those services are performed. The basic services to be performed by Architect are set forth in subparagraphs 3.1.1 through 3.1.12.30 below.

3.1.1 General Responsible Charge.

Architect agrees to accept "general responsible charge" of the Project as required by Sections 16 and 41 of Division 1 of Title 21 of the California Code of Regulations and State Building Code Part 1, Title 24, Article 6, Section 4-341.

3.1.2 Communication with District.

Architect shall participate in consultations and conferences with authorized representatives of District and/or other local, regional, or state agencies concerned with the Project necessary for the development of the drawings, specifications, and documents in accordance with the applicable standards and requirements of law and District. Such consultations and conferences shall continue through the planning and construction of the Project and the contractor's warranty period. Architect shall only take direction from staff specifically designated in writing by the District Representative. The District Representative for the Project shall be the District's Director, Facilities and Planning, unless and until the District specifically designates a different District representative. District hereby certifies that the District Representative has been duly authorized by District's Governing Board to represent District on the Project. District may designate new and/or different individuals to act as District Representative from time to time.

3.1.3 Hiring of Consultants and Personnel.

- 3.1.3.1 Architect shall have the option, unless given written objection of District, to employ, at its expense, architects, engineers, or other persons qualified and licensed to render services in connection with the planning and/or administration of the Project, and to delegate to them such duties as Architect may delegate without relieving Architect from administrative responsibility under this Agreement. Architect shall be responsible for the coordination and cooperation of Architect's consultants. Architect shall notify District in writing of the identity of all consultants prior to their commencement of work.
- 3.1.3.2 Architect, as part of the basic professional services, shall furnish at his expense the services of civil, structural, mechanical, electrical engineers, food service and landscape architecture properly skilled in the various aspects of the design and construction of facilities required. Consulting services on energy

(including unconventional) systems and requirements, acoustical, technology, traffic and cost estimating services, and other services necessary for the completion of the Project shall be an additional service of the Architect as provided in section 3.2.

- 3.1.3.3 All engineers, experts and consultants retained by Architect in performance of this Agreement shall be licensed to practice in their respective professions and licensed by the State of California, where required by law.
- 3.1.3.4 Engineers and consultants hired by Architect in the following categories shall be required to show evidence of a policy of professional liability and/or project insurance meeting the same requirements set forth in Article 15 hereof: structural, mechanical, civil, electrical engineers and landscape architects.
- 3.1.3.5 Architect shall promptly obtain written District approval of assignment and/or reassignment or replacement of such engineers or consultants or of other staff changes of key personnel working on the Project. Any changes in Architect's consultants and staff shall be subject to approval by District, and such approval shall not be unreasonably withheld.
- **3.1.3.6** Draftsperson and other clerical personnel shall be retained by Architect at Architect's sole expense.
- 3.1.3.7 California Education Code section 45125.2 requires entities providing construction services to the District, where the employees of the entity or subcontractor (i.e., engineers and/or consultants) will have contact with pupils, to ensure the safety of pupils. Therefore, Architect shall verify that methods are being undertaken to promote pupils' safety. Certification must be accomplished by completing the "Declaration Regarding Employee Fingerprinting and Criminal Background Check." A certification form is available from the District. Any fees generated for the submission of fingerprint cards are an Architect cost and not reimbursable by the District.

3.1.4 Initial Planning Phase of Project.

- 3.1.4.1 Assist District in the preparation of educational programming for the Project to define scope, size, cost, space relationship, and site development. The Architect is also required to determine the scope and estimated cost of the survey work, testing work, and inspection services required for the Project.
- 3.1.4.2 Provide advice and assistance to District in determining the feasibility of the Project, analysis of the type and quality of materials and construction to be selected, the site location, and other initial planning matters.
- 3.1.4.3 Architect shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line.

3.1.4.4 Architect shall advise District in securing easements, encroachment permits, right of ways, dedications, infrastructures, and road improvements and coordinating with utilities and adjacent property owners. This includes all utilities: water, drainage, sewer, power, cable and any special utilities necessary to achieve the Project.

3.1.5 Schematic Plan Phase of Project.

- 3.1.5.1 Architect shall review the program approved by the District to ascertain the requirements of the Project and shall review Architect's understanding of such requirements with the District.
- 3.1.5.2 Architect shall provide a site plan and other Project-related information necessary and required for an application by District to any federal, state, regional, or local agency for funds to finance the construction Project. Architect shall also, with assistance of District, establish a project schedule.
- 3.1.5.3 In cooperation with District 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 the educational program and the functional requirements of District. Such drawings and plans shall meet the requirements of the State Department of Education regulations (Cal. Code Regs., Title 5, § 14000 et seq.) and guidelines and shall be prepared in such form as may be submitted to the State Department of Education for approval. Such drawings and plans shall show in single-line drawings all rooms incorporated in each building in the Project, and shall include all revisions required by District or by any federal, state, regional, or local agency having jurisdiction over the Project. All architectural representation drawings for the Project shall be in Computer Aided Draft (CAD) form suitable for reproduction.
 - 3.1.5.3.1 Architect is to advocate on District's behalf and obtain a favorable regulatory condition for the Project.
- **3.1.5.4** If directed by the District Representative at the time of approval of construction schemes, the preliminary and final working drawings and specifications shall be prepared so that portions of the work of the Project may be performed under separate constructions contracts, or so that the construction of certain buildings, facilities, or other portions of the Project may be deferred.
- 3.1.5.5 Architect shall establish a preliminary project budget or allowance in the format required by District, or if applicable, by the school construction funding agency identified by District. The purpose of the cost estimate is to show probable cost in relation to District's budget. If Architect perceives site considerations which render the Project expensive or cost prohibitive, Architect

shall disclose such conditions and recommend action required for corrective action in writing to District immediately.

- 3.1.5.5.1 Architect shall provide a preliminary written time schedule for the performance of work on the Project.
- 3.1.5.6 Architect, at District expense, shall provide sufficient complete sets of the schematic plans described in paragraph 3.1.5.3 for District review and approval. Architect shall also present the schematic plans to the District Board. Additionally, at District's expense, Architect shall provide copies of such documents as required by any federal, state, regional, or local agencies concerned with the Project, including, but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, and any other appropriate federal, state, regional, or local regulatory bodies. Any additional copies required by District shall be provided at cost to District.

3.1.6 Design Development Phase of Project.

- 3.1.6.1 On specific written approval by District of the plans described in paragraph 3.1.5.1 through 3.1.5.6 of this article, Architect shall prepare design development documents consisting of 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, types and makeup of materials and outline specifications for presentation to District's Governing Board for approval.
- 3.1.6.2 Architect shall provide at District expense sufficient complete sets of the design development documents described in section 3.1.6.1 for District review and approval. During the design development phase, Architect shall be responsible for filing preliminary plans and other documents including, but not limited to, 2A Diagram as required by law with the California Department of Education ("CDE"). Architect shall provide the District's Director, Facilities and Planning with a copy and proof of filing of each document so filed. Additionally, Architect shall provide copies of such documents as required by any federal, state, regional, or local agencies concerned with the Project, including, but not limited to, the State Department of Education, the Division of State Architect, the Department of General Services, local fire marshal and any other appropriate federal, state, local, or regional regulatory bodies. Any additional copies required shall be provided at cost to District.
- 3.1.6.3 Architect shall provide District with an updated estimate of probable construction costs, containing detail consistent with the design development documents required by paragraph 3.1.6.1 of this article and containing a breakdown based on types of materials and specifications identified in paragraph 3.1.6.1 of this article.

- **3.1.6.4** Architect shall provide a timetable for completion of the Project to District.
- 3.1.6.5 Architect shall assist District in applying for and obtaining required approvals from the Division of the State Architect, and/or any other agencies with jurisdiction, and shall furnish and process all architectural and engineering information required to prepare and process applications to applicable utilities for the securing of priorities, materials, as an aid in the construction of the Project and obtain final Project approval and acceptance by said agency as required.
- 3.1.6.6 Architect shall provide a color schedule suitable for presentation to an audience of 10-15 of all materials and selections of textures, finishes, and other matters requiring an aesthetic decision at this phase of the Project for District's review and approval.
- 3.1.6.7 The Architect shall determine all testing, surveys, explorations required to develop the intended design. The Architect will notify the District what chemical, mechanical, or other tests are required for proper design of the Project.
- **3.1.6.8** The Architect shall provide the District with 3A Diagrams.

3.1.7 Building Permits and Conformity to Legal Requirements.

- 3.1.7.1 Architect shall exercise due professional care to cause drawings and specifications to conform to applicable requirements of law, local, regional, and state, and to requirements of the Division of State Architect (structural safety, fire/life safety, and access compliance section), and the State Department of Education, and/or any other agencies or special districts (i.e., PG&E) with jurisdiction, whose approval of the drawings and specifications must be obtained, and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval in accordance with paragraph 3.1.6.2 of this article. Architect shall provide District with a copy of all approvals from said entities.
- **3.1.7.2** Architect will exercise usual and customary care to interpret applicable ADA requirements and California law to inform District of any inconsistencies between federal and state accessibility regulations and of requirements which are subject to conflicting interpretations of the law.
- 3.1.7.3 Architect shall exercise usual and customary care to coordinate the requirements of various public and private entities as they pertain to the Project to the extent such requirements apply to Projects financed under the Leroy F. Greene School Facilities Act of 1998 as amended (hereinafter the "State Program") or other applicable programs. The aforesaid various entities include state, local and federal governmental entities, utility companies (including but not limited to gas, electric, telephone and water companies or districts), sewer districts, drainage districts and the like. Architect shall determine if any local zoning and building ordinances apply to the Project pursuant to Government Code section 53097 and,

if so, give an opinion as to compliance with such local ordinances. Architect shall assist the District in obtaining written cost commitments and approval of design from all involved public and private entities regarding utility, sewer, drainage, grading, road improvement, telephone, water, local fire marshal, health department, traffic department, city/county public works departments and other like services for the Project prior to approval by DSA and OPSC or other regulatory body of the final plans. All cost commitments, approvals and Agreements successfully complete shall be forwarded to the District Representative.

3.1.8 Final Working Drawings and Specifications.

3.1.8.1 On specific written approval by District of the plans described in section 3.1.6.1 of this article, Architect shall prepare such complete working drawings and specifications as are necessary for obtaining complete bids and for efficient and thorough execution of work. Such working drawings shall be developed from the preliminary drawings approved by District. The final 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 It shall be District'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 District's possession. Architect will make a good-faith effort to verify the accuracy of such information and as-built drawings by means of a thorough interior and exterior visual survey and measurements of site conditions. District shall also make a good-faith effort to verify the accuracy of the as-built drawings and provide any supplemental information to Architect, which may not be shown on the as-built drawings.

The final working drawings and specifications must be in such form as will enable Architect and District to secure the required permits and approvals from the Division of State Architect and the Office of Public School Construction or other jurisdictional agencies for District to obtain, by competitive bidding, a responsive and responsible bid. The final working drawings shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Architect.

3.1.8.2 District, with or without outside professional services, shall review, study, and check the final working drawings and specifications presented to it by Architect and make revisions and provide approvals of such final plans subject to the approval of the Division of the State Architect and regulatory agencies. Architect shall make all District-requested changes, additions, deletions, and corrections in the final working drawings and specifications so long as they are not in conflict with the requirements of agencies, including, but not limited to,

private and public utilities having jurisdiction. Architect shall bring any such conflicts and/or inconsistencies to the attention of District.

3.1.8.3 It is understood by Architect that should final working drawings and specifications be ordered by District, District shall specify the sum of money set aside to cover the total cost of the 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 statement in writing to District Representative setting forth this fact and giving a full, professionally-prepared statement of the cost estimates on which the conclusion is based. In the event that bids received by District from contractors for the construction of the work indicate the work cannot be constructed in accordance with the plans and specifications furnished by Architect for the specified sum, in accordance with paragraph 3.1.10 and subparagraphs, Architect shall, if requested by District, and without extra compensation therefor, so revise the plans and specifications for the work that the construction may be completed for the total cost which does not exceed the specified sum or so that certain portions of the Project may be omitted, deferred, or separately bid.

3.1.8.3.1 At the request of District, Architect shall provide specifications, which include alternate bids as deemed advisable by District.

3.1.8.4 Architect, at District expense, shall provide sufficient complete sets of the final working drawings and specifications described in paragraph 3.1.8.1, for District review and approval. During the Construction Document Phase, Architect shall be responsible for filing the final plans, specifications, bid documents, and other documents as required by law with CDE, and the Division of the State Architect ("DSA"). Architect shall provide District Representative with a copy and proof of filing of each document so filed. Additionally, at District's expense, Architect shall provide copies of such documents as required by federal, state, regional, county local agencies, and utility districts concerned with the Project.

- **3.1.8.5** Thirty days prior to the bid, Architect will verify by field examination that site conditions are reasonably presented on the bid documents.
- 3.1.8.6 Architect shall submit within 7 (seven) days of DSA's approval of the final plans all plans, cost estimates and other documents necessary to receive OPSC funding approval in the format that OPSC requires.
- 3.1.8.7 The Architect shall provide District with 3A Diagrams in the format designated by the District for the Project.

3.1.9 Construction Contract Documents.

As required by District, Architect shall assist District 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 District), Bonds, General Conditions, Special Conditions, Agreement, Veteran Business Enterprise 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 District and District's counsel. At the time of delivery of the aforementioned construction documents, which shall include the final working drawings and specifications (collectively, the "Construction Documents"), Architect shall provide District with its final estimate of probable construction cost ("Final Estimate") in accordance with the estimates and procedures set forth in Paragraph 3.1.6.3

3.1.10 Bid Phase.

- 3.1.10.1 Upon authorization by the Governing Board of District (the "Board") to bid the Project, District with the Architect's assistance shall establish a date on which the bids will be opened (the "Bid Open Date"). The Bid Open Date shall be at least one week prior to a regularly scheduled meeting of the Board and shall be approved by the District Representative.
- 3.1.10.2 Architect and the District Representative shall agree on the date the Notice Inviting Bids is to be first published in a newspaper as required by law. Any inquiries regarding crafts and trades will be referred to Architect for resolution
- 3.1.10.3 Architect, after consultation with the District, shall prepare the necessary bidding information and the form of the Contract Documents as provided for in paragraph 3.1.9 hereof. These shall be prepared for review by District's attorney, and shall be available for such legal review at least two weeks prior to need for their utilization. Architect shall make such changes as are recommended by District or District's attorney. Architect shall provide the District Representative with a typed Notice Inviting Bids suitable for publication. Said notice shall be complete and shall incorporate to the best of Architect's ability the most recent changes in any laws pertaining to competitive bidding by school districts. District will publish said notice in a newspaper or newspapers as required by law prior to the Bid Open Date once a week for a minimum of two weeks, commencing at least fifteen (15) days prior to the Bid Open Date.
- 3.1.10.4 Architect shall provide a complete Bid Set to the District Representative and other bid documents prepared by Architect at least ten (10) business days prior to the date selected as the first day of publication of the Notice Inviting Bids; provided that the District Representative may waive this time limit. Upon approval of the District Representative, additional Bid Sets will be provided at the cost of the District. Architect shall make his best effort to revise the Bid Set to comply with any changes in the applicable laws.
- 3.1.10.5 Architect shall assist District in making the Bid Set available for review by potential bidders. The Bid Set shall clearly specify the terms on which the Bid

Set may be checked out by potential bidders, the amount of money deposits for checking out the Bid Set and the terms on which money deposits for the Bid Set will be forfeited to District. Architect shall aggressively market the Project, in addition to newspaper notice to advise potential bidders, whom Architect knows to be responsive and responsible Contractors, of the Notice Inviting Bids for the District's Project for maximum bidder interest.

- 3.1.10.6 Architect shall include the date of any pre-bid meeting in the Notice Inviting Bids and advise whether it is mandatory attendance. The Notice Inviting Bids shall specify whether the prebid meeting is to be held at District's Facilities and Planning Office, the Project site or an alternate site. Architect shall conduct the prebid meeting and shall be responsible for distributing any Addendum clarifications and interpretations created by the pre-bid meeting. Architect shall take minutes of the prebid meeting and deliver said minutes to the District Representative.
- 3.1.10.7 District Representative shall conduct the bid opening. Architect shall attend the bid opening and prepare a table or schedule showing:
 - 3.1.10.7.1 The names of the Contractors who have inspected or received the Bid Set and any Addendum thereto. If a bidder has not inspected or received the Bid Set or any such Addendum, Architect shall so note.
 - 3.1.10.7.2 Receipt or nonreceipt of the ten percent (10%) Bid Bond.
 - 3.1.10.7.3 Receipt or nonreceipt of the List of Subcontractors submitted by the bidder.
 - 3.1.10.7.4 Receipt or nonreceipt of the Non-Collusion Affidavit submitted by the bidder.
 - 3.1.10.7.5 Receipt or nonreceipt of Disabled Veteran Business Enterprise Certification forms, if required by existing law or directed by District.
 - 3.1.10.7.6 The amount of the base bid.
 - 3.1.10.7.7 The amount of each alternative bid.
 - 3.1.10.7.8 A roster of all persons who attended the bid opening and the capacity in which they attended.
 - 3.1.10.7.9 Receipt or nonreceipt of fingerprinting certification.
- 3.1.10.8 After the bids are opened, Architect shall verify that the bids are in order prior to the District reading the amount of the bids. Any irregularities shall be

recorded by Architect in the minutes of the bid opening. Prior to the next meeting of the Board, Architect shall verify the validity of the General Contractor's bid proposal, License and Bond. After the Board accepts the successful bidder and the contract is signed, the District Representative will be responsible for returning the Bid Bonds to the bidders.

3.1.10.9 Within such time as the District Representative shall specify, Architect shall call a meeting with the successful bidder, the District Representative, and Architect for the purpose of obtaining Payment and Performance Bonds and executing the Contract Documents. The meeting shall be held at the District's Facilities and Planning Office. Architect shall assemble and have present all documents necessary for distribution and signing at this meeting. Architect shall conduct the meeting. Architect shall be prepared to explain the construction administration procedures at the meeting. Architect shall be prepared to distribute a Notice to Proceed at this meeting. Architect shall supervise the signing of the Contract Documents at this meeting.

3.1.10.10 "Contract Documents" means the following:

- 3.1.10.10.1 Specifications (execution copies).
- 3.1.10.10.2 Plans (execution copies).
- 3.1.10.10.3 Addenda (execution copies).
- 3.1.10.10.4 Bid Documents (Notice Inviting Bids, Instructions to Bidders, Completed Bid Form, Bid Bond, List of Subcontractors, Non Collusion Affidavit and Fingerprinting Certification).
- 3.1.10.10.5 Construction Contract, including the Agreement, the general conditions, any supplemental conditions, any special conditions, and any Addenda (execution copies) (hereinafter "the Contract").
- **3.1.10.10.6** Fully executed and completed Performance Bond.
- **3.1.10.10.7** Fully executed and completed Payment and Materials Bond.
- 3.1.10.10.8 Insurance Certificates and Policies showing that the Contractor has obtained all the insurance required by the Contract.
- 3.1.10.10.9 And such further documents as Architect and District Representative may recommend and approve.

- 3.1.10.11 District shall provide a notary public at the signing, but Architect shall be responsible, with the District's assistance, for determining that all documents requiring a notary's signature have been notarized before the signatories leave the meeting.
- 3.1.10.12 Architect shall provide five (5) original sets of Contract Documents in bound form to be distributed as follows: two to the District Representative, one to the inspector of record, one to the Contractor and one to the Architect. Architect shall be responsible for confirming that each original set and each copy of the Contract Documents is identical at no cost to District.
- 3.1.10.13 If the lowest responsive and reasonable bid on the Project exceeds the Project budget as established in Attachment B, District may request Architect to amend the final drawings and specifications to rebid the Project so that bids are within budget.

3.1.11 Examination of Project.

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

3.1.12 Construction of Project.

Architect shall provide general administration of the Construction Documents, including the following:

- 3.1.12.1 Deliver the Notice to Proceed to the Contractor at the Contract signing meeting unless there is good cause not to do so. If necessary, the meeting may be continued until the Contract Documents are in order. The Notice to Proceed should specify the start date, the start time and the completion date.
- 3.1.12.2 Hold a preconstruction meeting as soon as practicable after service of the Notice to Proceed. Architect shall keep minutes of the preconstruction meeting and send a copy of the minutes to the District Representative and the Contractor. The Contract signing meeting and the pre-construction meeting may be held on the same day.
- 3.1.12.3 Take minutes of the pre-construction meeting and prepare an agenda for the pre-construction meeting.
- 3.1.12.4 Site visits, as often as necessary and appropriate to the stage of construction, including a minimum weekly visit at the site unless found unnecessary by the District, but at least to observe contractor's work for general conformance with the plans and specifications and to

confirm work is progressing in accordance with the Construction Documents and contractor's schedule.

- 3.1.12.4.1 Architect shall provide technical direction to the Inspector of Record (IOR) employed by and responsible to the District as required by applicable law. The Architect will periodically receive copies of the daily reports of the IOR and will make comments and take action as necessary.
- 3.1.12.5 Site visits to communicate and observe the activities of the Project Inspector of Record, mutually acceptable to Architect and District, and employed by District. Architect shall direct the Inspector and/or contractor and coordinate in the preparation of record drawings indicating dimensions and location of all "as-built" conditions, including but not limited to, underground utility lines.
- 3.1.12.6 Cause engineers and other consultants, as may be hired by Architect pursuant to paragraph 3.1.3 and subparagraphs of this article, to make site visits to observe the work in progress 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.
- 3.1.12.7 Make regular reports as may be required by the applicable federal, state, regional, or local agencies.
- 3.1.12.8 Attend all construction meetings, take minutes of this meeting and provide written reports as well as minutes to District after each construction meeting to keep District 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 once per week.
- 3.1.12.9 Make written reports to District as necessary to inform District of problems arising during construction, changes contemplated as a result of each such problem, and progress of work.
- 3.1.12.10 Keep records of construction progress and time schedules and advise contractor and District of any deviations from the time schedule which could delay timely completion of Project.
- 3.1.12.11 Check and process, in a timely manner, all required material and test reports and report to the Division of the State Architect, the contractor, and District any deficiencies in material as reflected by those reports, with recommendation for correction of such deficiencies.

- 3.1.12.12 Review and respond to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the contractor and subcontractors for compliance with design and specifications and General Conditions, in a timely manner so as to not interrupt progress of the work. Architect is to maintain RFI log, RFP log, and submittal log and review them at each site meeting.
- 3.1.12.13 Promptly reject, after discussing with District Representative, work or materials that do not conform to the Construction Documents and notify District of such rejection.
- 3.1.12.14 Consult with District, in a timely manner, with regard to substitution of materials, equipment, and laboratory reports thereof prior to the final approvals of such substitutions by District in writing.
- 3.1.12.15 Architect's responsibility shall include the preparation of all documents and/or drawings made necessary by errors and omissions in the originally approved drawings or specifications and such modifications therein as may be necessary to meet unanticipated conditions encountered during construction, at no additional expense to District. The District's approval, acceptance, use of, or payment for all or any part of the Architect's services hereunder or the Project itself shall in no way diminish or limit the Architect's obligations and liabilities or the District's rights.
- 3.1.12.16 All Project related correspondence either initiated by Architect to Contractor or Contractor to Architect shall be copied to the District.
- 3.1.12.17 Evaluate and notify District, in a timely manner and 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 by way of providing a copy of any such request.)
- 3.1.12.18 Architect shall prepare Change Orders along with any related plans, specifications, drawings and other documents needed to comply with the Construction Contract.
- 3.1.12.19 Change Orders and related documentation pertaining to Change Orders shall be submitted by Architect to the District Representative in accordance with provided schedule. Change Orders shall specify:
 - 3.1.12.19.1 All items agreed to by the Contractor, any additional time allowed, the actual or anticipated date of completion and the agreed cost.
 - **3.1.12.19.2** Cost items shall be verified for accuracy and reasonableness.

- **3.1.12.19.3** Time extensions shall be reviewed by the Inspector.
- 3.1.12.19.4 Signature blocks shall be completed.
- 3.1.12.19.5 The Change Order shall be signed by the Contractor.
- 3.1.12.19.6 Architect and any consultants retained by Architect with responsibility for any item in the Change Order shall indicate their approval of the Change Order by signing it. If they disapprove of the Change Order, they should submit a written explanation for their disapproval.
- 3.1.12.20 In addition to the obligations previously set forth in this Agreement, after the Board approves a Change Order, Architect shall, within five (5) business days after Board approval, submit the Change Order as approved by the Board to DSA. If, at the time of performance, the requirements of DSA or other agency with jurisdictional authority is inconsistent with submittal as provided herein, Architect is responsible for complying with these requirements unless specifically directed otherwise by the District Representative.
- 3.1.12.21 Examine, verify, and approve the Contractor's notarized applications for payment and issue certificates for payment for work and materials approved by the Inspector which reflect Architect's recommendation, if any, as to any amount which should be retained or deducted from those payments under the terms of the Construction Documents, by operation of law, or for some other reason.
- 3.1.12.22 Coordinate and recommend color selection with District's original design concept for District approval in a timely manner and coordinate product selection in accordance with specification requirements.
- 3.1.12.23 Determine date of completion.
- 3.1.12.24 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"). The Punch List shall list all observed items remaining to be completed or corrected. Architect shall review and revise the list as necessary and shall advise the District Representative in writing of any defects, omissions, errors or changes that need to be made to the Architect's Punch List. 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.

3.1.12.25 Review materials assembled by the Contractor and assemble for and provide to District written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the Contractors and subcontractors in accordance with the Construction Documents.

3.1.12.26 Notice of Completion and Final Payment.

- 3.1.12.26.1 The District Representative shall see that approval of final payment (including payment of the retainage) and approval of the Notice of Completion is placed on the agenda for the Board's regularly scheduled meeting after receipt from Architect of the Certificate for Final Payment and the execution copy of the Notice of Completion.
- 3.1.12.26.2 District will file the approved Notice of Completion with the County Recorder within the statutory period from the date of the Board's acceptance of the project. The District will send a filed and stamped copy of the Notice of Completion to the Architect.

3.1.12.27 Release of Final Payment and Retention

- 3.1.12.27.1 Within 35 days after the Notice of Completion is filed, Architect shall make sure the following has been completed and final payment and payment of the remaining retainage is warranted:
- **3.1.12.27.2** The Contractor has provided all guarantees and warranties as required by the Contract.
- 3.1.12.27.3 The Contractor has provided all Operation Manuals to the District Representative as required by the Contract.
- 3.1.12.27.4 DSA and all other agencies with jurisdictional authority have received all reports and given all approvals required by law for the Project.
- 3.1.12.27.5 Architect has submitted verified "record drawings" plans to the District Representative.
- 3.1.12.27.6 Architect has verified to the best of Architect's ability all certificates and documents required by law, OPSC, DSA, CDE, this Agreement, and the Contract Documents are on file with the District

Representative. The Architect has verified completion of the punch list items.

- 3.1.12.27.7 Architect shall represent in writing that all of the above has been completed and final payment, including payment of the retainage, is due and payable specifying the date when the payment is due. If Architect cannot so certify, he shall submit a detailed explanation to the District Representative explaining what needs to be done and why and, giving his best estimate, as to when final payment may be released. If final payment has been delayed for any reason, Architect shall immediately notify the District Representative in writing when there is no longer any reason to delay final payment.
- 3.1.12.27.8 The Contractor has provided all in-service training to District personnel.
- 3.1.12.28 Cause engineers and other consultants, as may be hired by Architect pursuant to paragraph 3.1.3 and subparagraphs of this article, to file required documentation with governmental authorities necessary to close out the Project.

3.1.12.29 District Wants Drawings.

- 3.1.12.29.1 Not later than 30 days after completion of construction, and before receipt of final payment, Architect shall direct record drawings be prepared by the General Contractor, signed by the Inspector of Record (IOR) and the General Contractor and delivered to the District. Record drwagins will show, among other things, the location of all concealed pipe, buried conduit runs, and other similar elements within the completed Project. Architect shall personally review the drawings for completeness and correct representation of the information supplied by the Inspector and the contractor and shall obtain the certificate of the Inspector and the contractor that the drawings are correct.
- 3.1.12.29.2 On approval by District Representative of the completed record drawings, Architect shall forward to District the complete set of reproducible duplicates of the original drawings corrected to "record" condition. The tracing shall be of such quality that

clear and legible prints may be made without appreciable and objectionable loss of detail.

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

3.1.12.30 Guarantee Period.

- **3.1.12.30.1** Architect shall provide advice to District on apparent deficiencies in construction during warranty period following acceptance of work.
- 3.1.12.30.2 Architect, as part of his basic professional services, will attempt to resolve to the satisfaction of District apparent deficiencies in construction following the acceptance of the work and prior to the expiration of the one-year General Construction Contract guarantee period of the Project. Architect shall conduct a final one-year quality inspection walkthrough with District, IOR and Contractor to ascertain that all warranty items are completed.

3.2 Additional Services of Architect.

At District'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. District may agree to pay Architect for such services, pursuant to paragraph 7.4 and subparagraphs hereof, if such services cause Architect additional expense and are necessitated due to unusual circumstances and through no fault or neglect on the part of Architect. No additional compensation shall be paid to Architect for performing such services unless District and Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such services may include, but shall not be limited to:

- **3.2.1** Plan preparation and/or administration of work on portions of the Project separately bid.
- 3.2.2 Assistance to District, if requested for the selection of moveable furniture, equipment, or articles which are not included in Construction Documents.
- 3.2.3 Services caused by delinquency, default, or insolvency of contractor or by major defects in the work of the contractor in the performance of the construction

- contract, provided that any such services made necessary by the failure of Architect to detect and report such matters earlier shall not be compensated.
- 3.2.4 Revisions in drawings, specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given and due to causes beyond the control of Architect.
- 3.2.5 Serving as an expert witness on District's behalf.
- 3.2.6 Observation of repair of damages to structure.
- **3.2.7** Additional work required for environmental conditions, i.e., asbestos, unforeseen site conditions.
- 3.2.8 The hiring if required by the District of the following consultants: energy, traffic, cost estimating, acoustical, technology, and traffic. Fees for such services shall be determined on a not to exceed basis and approved by the District in writing.

ARTICLE 4. DISTRICT RESPONSIBILITIES.

District's responsibilities shall include the following:

- 4.1 Make available to Architect all necessary data and information concerning the purpose and requirements of the Project, including realistic scheduling and budget limitations.
- 4.2 Depending upon the scope of the Project, furnish Architect with a survey of the Project site preparation 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 such pertinent information. District shall also provide a soils investigation report and a geological report, if required by law, and may provide these, or other, reports at the District's option.
- 4.3 Appoint and pay, upon mutual agreement with Architect, an Inspector of Record as provided by state law. Said Inspector shall be qualified and approved by Architect and by the Division of State Architect, shall be under direction of Architect, and shall be responsible to, and act in accordance with the policies of, District. The administration by Architect and its engineers shall be in addition to the continuous personal supervision of the Inspector.
- 4.4 Assist Architect in the distribution of plans to bidders and conduct the opening of bids on the Project, if applicable.
- 4.5 When requested by the Architect, District will pay for 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 the proper development of the required drawings and specifications and to determine soil condition.
- 4.6 Retain a testing service for materials testing and inspection as required by Title 21 of the California Code of Regulations.

- 4.7 Directly pay or reimburse the payment without mark-up of all fees required by any reviewing or licensing agency.
- 4.8 Designate a representative authorized to act as liaison between Architect and District in the administration of this Agreement and the Project. Such person or persons shall assist Architect in making inspections and preparing the list of deficiencies required by paragraph 3.1.12.24 hereof, and accompany Architect and the Contractor on the final inspection.
- 4.9 Review all documents submitted by Architect, including change orders and other matters requiring District's Governing Board approval or approval of District officials. Advise Architect of decisions pertaining to such documents within a reasonable time after submission.
- 4.10 Notify Architect if any deficiencies in material or workmanship become apparent during contractor's warranty period.

ARTICLE 5. PROJECT CONSTRUCTION COST.

- 5.1 Project construction cost as used in this Agreement means the total cost to the District of all work designed or specified by Architect, including work covered by approved change orders and/or alternates, but excluding the following: any payments to Architect or consultants for costs of inspections, surveys, tests and sites, and landscaping not included in Project.
- 5.2 When labor or material is furnished by the District below its market cost, the Project construction cost shall be based upon current market cost of labor and new material.
- 5.3 The Project construction cost shall be the acceptable estimate of construction costs to the District as submitted by Architect until such time as bids have been received, whereupon it shall be the construction contract amount.

ARTICLE 6. ESTIMATE OF PROJECT CONSTRUCTION COSTS.

- 6.1 If a Project budget is set forth in Article 1 or thereafter established by the District, Architect shall review the estimate at each phase of his services. If such estimates are in excess of the Project budget, Architect shall revise the type or quality of construction to come within the budgeted limit.
- 6.2 Construction cost estimates are to be determined at each phase. Said estimates shall be a detailed breakdown of costs based upon materials and schedule. The Architect shall provide a list of bid alternates for the Project. The total dollar amount of the list must be greater than the difference between estimate and the budget and must include suggestions from all professional consultants. Prior to District letting the Project for bidding, Architect shall prepare for no additional compensation design changes as requested by District to meet budget requirements of the project or to meet education specifications. If Educational Specification requirements have changed since design development approval in writing by District, then such changes shall be considered extra services subject to an agreed fixed amount.

ARTICLE 7. ARCHITECT'S COMPENSATION.

7.1 Basic Services.

Architect is to design the Project within the budget as Attachment B indicates or other allowance established by District, under basic services ("Basic Services"). Basic Services shall be those defined in paragraphs 3.1 through 3.1.12.30 (all 3.1 subparagraphs). Each portion of the Project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee. Compensation for the performance of all services rendered herein by Architect shall be in accordance with Attachment C.

7.2 Change Orders.

The total cost of the Project shall be adjusted to reflect District agreed upon Change Orders so that Architect receives extra compensation in accordance with the Agreement when the Change Order results in an increase in total cost (and was not the result of errors and omissions) and a reduction in compensation when Change Orders result in a decrease in the total cost <u>and</u> where either required to meet the budget or were an error and omission of the Architect.

7.3 Complete Payment.

District shall pay to Architect, for the performance of all services rendered herein, the amount specified on Attachment C incorporated herein by reference, which constitutes complete payment for Architect's services under this Agreement.

7.4 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 the District

- 7.4.1 Five percent of the cost of furnishings, equipment, or other articles incorporated in the Construction Documents by Architect and not included in the cost of the work, as defined in Attachment C.
- 7.4.2 For services in addition to the basic services of Architect set forth in Article 3 hereof, a fee to be agreed upon by the parties in writing prior to performance of such services by Architect, which fee may be a flat amount or Architect's standard hourly rates.
- 7.4.3 Special consultants, prior approval of which is required, shall be paid a fee to be agreed upon by the parties in writing prior to performance of such services, which fee may be a flat amount or standard hourly rates. Special consultants do not include the engineers and consultants hired pursuant to section 3.1.3 and noted as basic professional services.

7.5 Reimbursable Expenses.

Reimbursable expenses are in addition to compensation for basic and additional services (as set forth in Article 3 and paragraph 7.4 and subparagraphs above) and include actual expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses:

- 7.5.1 Expense of written preauthorized transportation, excluding ordinary mileage normally incurred, in connection with the Project.
- 7.5.2 Expenses in connection with written preauthorized out-of-town travel.
- 7.5.3 Fees paid at cost for securing approval of authorities having jurisdiction over the Project.
- 7.5.4 Expenses of reproductions of drawings and specifications, as authorized herein.
- 7.5.5 Other costs/expenses preauthorized by District.

ARTICLE 8. PAYMENTS TO ARCHITECT.

- 8.1 Architect's compensation shall be paid by District to Architect monthly, incrementally, based upon the percentage of work completed, and as appropriate, in accordance with normal phasing and funding schedule, or such other schedule as may be established by the District.
- 8.2 In order to receive payment, Architect shall present to District a claim for payment for approval by District's authorized representative, which claim shall designate services performed, percentage of work completed or actual work completed depending upon fee arrangement, method of computation of amount payable, and amount to be paid.
- 8.3 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 such services or in such other manner as the parties shall specify when such services are agreed upon.
- 8.4 Upon cancellation or termination of this Agreement, Architect shall be compensated as set forth in Article 11 hereof.
- 8.5 Final payment to Architect shall be made by the District after the Notice of Completion is approved by the Board. However, this payment shall not exclude Architect from continuing to provide services to resolve outstanding punch list items and warranty items.
- **8.6** Architect's compensation shall be payable as follows:
 - 8.6.1 Ten percent (10%) of the total fee shall be due upon approval of the schematic site plan.
 - 8.6.2 The amount due shall be increased to twenty-five percent (25%) of the total fee upon approval of the preliminary plans consisting of site plan, floor plans,

- architectural cross sections of the buildings and interior and exterior elevations of the buildings.
- 8.6.3 The amount due shall be increased to fifty percent (50%) of the total fee at fifty percent (50%) completion of the bidding documents.
- **8.6.4** The amount due shall be increased to seventy percent (70%) of the total fee upon submission of the bidding documents to the Division of the State Architect for review.
- **8.6.5** The amount shall be increased to seventy-five percent (75%) of the total fee upon approval of the bidding documents by the Division of the State Architect and the District.
- 8.6.6 The amount due shall be increased to eighty percent (80%) of the total fee upon acceptance of the bid.
- 8.6.7 The remaining twenty percent (20%) of the fee shall be prorated based upon the percentage of the construction, which has been completed and shall be billable on a monthly basis. Final payment to the Architect, less any errors, omissions and compensations due the District, shall be made by the District after the Notice of Completion is approved by the Board. However, this payment shall not exclude the Architect from continuing to provide services to resolve outstanding punch list items.
- **8.6.8** When more than one contract is issued the percentage of the fee due shall be calculated on the point of completion of each separate contract.
- **8.6.9** The estimated cost of the project shall be used to calculate the fee until the District accepts the bid for a contract, at which time the actual contract amount shall be used to calculate the fee and the fee shall be adjusted to reflect the actual contract amount and the estimates.
- **8.6.10** Reasonable expenses, without markup for reproduction, postage and handling of drawings and specifications.

8.7 Times of Payment.

Payments under this Agreement shall be as follows:

- **8.7.1** Following the District's written authorization to proceed with the work required under this Agreement, the Architect will submit a monthly billing statement to the District for services rendered.
- 8.7.2 The District will review each of the Architect's statements, and, within thirty (30) days of receipt of the Architect's statement, the District will submit a warrant to the Stanislaus County Office of Education requesting that payment be made to the Architect for the amount of the approved statement.

ARTICLE 9. INSTRUCTIONS TO PROCEED.

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

ARTICLE 10. TIME SCHEDULE.

- 10.1 Architect shall perform all services hereunder as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of District, Architect shall prepare an estimated time schedule for the performance of Architect's services, to be adjusted as the Project proceeds. Such schedule shall include allowances for periods of time required for District's review and approval of submissions and for approvals of authorities having jurisdiction over Project approval and for funding. The schedule shall not be exceeded by Architect, without the prior written approval of District.
- 10.2 Any delays in Architect's work because of the actions of District or its employees, those in direct contractual relationship with District, by a governmental agency having jurisdiction over the Project, or by an act of God or other unforeseen occurrence, not due to any fault or negligence on the part of Architect, shall be added to the time for completion of any obligations of Architect.
- 10.3 Should Architect make an application for an extension of time, Architect shall submit evidence that the insurance policies required by Article 15 remain in effect during the requested additional period of time.

ARTICLE 11. SUSPENSION, ABANDONMENT, TERMINATION.

- 11.1 District 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 such suspension, abandonment, or termination, Architect shall be paid pursuant to the schedule of payments set forth in Articles 7 and 8 of the Agreement for services rendered up to the date of such suspension, abandonment, or termination, less any damages suffered by District as a result of the default, if any, by Architect. Architect hereby expressly waives any and all claims for damages or compensation arising under this Contract, except as set forth herein, in the event of such suspension, abandonment, or termination.
- 11.2 If Architect's services are suspended by District, District may require Architect to resume services within ninety (90) days after written notice from District.
- 11.3 Upon suspension, abandonment, or termination, Architect shall, if requested by District, turn over to District all preliminary studies, sketches, working drawings, specifications, computations, and all other matters to which District would have been entitled at the completion of Architect's services. Upon payment of the amount required to be paid under this article following the termination of this Agreement, District shall have the right to use any completed contract documents or other work product prepared by Architect under this Agreement for the original project for which they were intended and not for other or subsequent reuses on other sites. Architect shall make such documents available to District upon request and without additional compensation.

ARTICLE 12. OWNERSHIP AND USE OF DOCUMENTS.

12.1 Pursuant to Education Code section 17316, all plans, specifications, and estimates prepared pursuant to this Agreement shall be and remain the property of District. Such drawings and specifications supplied as herein required shall be the property of District whether or not the work for which they were made is executed.

ARTICLE 13. INDEMNITY.

Architect shall indemnify and hold harmless District, District's Governing Board, each member of the Board, and District's officers, and employees from any and all claims, liability, causes of action, damages and expenses of any kind (including reasonable attorney's fees) to the extent of arising out of the intentional or negligent acts, errors, or omissions of Architect, its subcontractors, consultants, or employees in the performance of this Contract. District shall indemnify and hold harmless Architect, its officers, and employees from any and all claims of any kind arising out of the negligent acts, errors, or omissions of the District, its officers, or employees in the performance of this Contract.

ARTICLE 14. ERRORS AND OMISSIONS.

Architect shall be liable for damages and costs incurred by, and any claims against, District that result from Architect's negligence in the performance of this Agreement as provided by California law. Additionally, Architect shall not be paid a fee for work required due to Architect's negligence or the negligence of Architect's subcontractors, consultants, and/or employees in the performance of services under this Agreement.

ARTICLE 15. INSURANCE.

Architect shall maintain in full force and effect, at its sole cost and expense, from the time this Agreement is entered into until the date of acceptance of the work by District, insurance as set forth in this article. All insurance provided for under this article shall be with a carrier satisfactory to District. Prior to commencement of work, Architect shall furnish to District a certificate of insurance evidencing the required coverage. District shall not be obligated to make any payment to Architect until after its receipt and acceptance of said certificate.

- 15.1 Workers' compensation insurance as required by applicable laws, and employer's liability insurance, with a limit of not less than \$1,000,000.
- 15.2 Commercial general liability insurance for bodily injury and property damage liability, the limits of which shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Commercial general liability policies obtained and maintained by Architect shall contain endorsements naming District and other interested parties, who have insurable interests and who are designated by District, 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. Auto liability insurance covering motor vehicles shall be in an amount not less than \$500,000 combines single limit. Policies under this section shall be endorsed to name the District as an additional insured.

15.3 Architect shall procure and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 for protection from claims arising out of the performance of professional services caused by a negligent error, omission or act for which the insured is legally liable. Architect will likewise require the consultants to carry the same insurance package. It will be Architect's responsibility to require the carrier to deliver certificates to the District. The obligation to maintain professional liability insurance coverage shall survive termination of this Agreement. Architect is liable for the entire cost of the insurance required by this Agreement.

All insurance required above shall be purchased from an insurance company licensed and admitted in California. Each policy of insurance shall state that the policy is primary and any insurance carried by District is excess and non-contributory; shall state that not less than thirty (30) days' written notice shall be given to District prior to cancellation, except for Professional Liability policy, and shall waive all rights of subrogation. Architect shall deliver to District certificates of insurance and endorsement as evidence of compliance with the requirements herein.

In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurances referenced above, in the amounts which are appropriate with respect to that subcontractor's part of work, which shall in no event be less than five hundred thousand dollars (\$500,000.00) per occurrence.

ARTICLE 16. RECORDS.

Architect shall maintain records of direct personnel and reimbursable expenses pertaining to the extra and special services of the Project that are compensable by other than a flat rate. Architect shall maintain all records of accounts between District and Architect on a generally recognized accounting basis. Such records shall be available to District 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 17. STANDARDIZED MANUFACTURED ITEMS.

Architect shall cooperate and consult with District 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 District's criteria to the extent such criteria do not interfere with Project design.

ARTICLE 18. 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 prepared pursuant to paragraph 3.1.6 and subparagraphs are approved, unless this Agreement is amended by the parties to include additional work as part of the Project. Any subsequent construction at the site of the Project, or at

any other site in District, will be covered by, and be the subject of, a separate Agreement for architectural services between District and Architect chosen therefor by District.

ARTICLE 19. MEDIATION.

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the parties hereto. The parties shall select a disinterested third person mediator within a reasonable period of time, mutually agreed to by the parties. 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 Stanislaus County to appoint the mediator.

ARTICLE 20. COMPLIANCE WITH THE LAWS.

Architect shall exercise due professional care so that Architect's work shall comply with and meet applicable requirements of federal, state, regional, or local law, including, but not limited to, the Uniform Building Code, the Education Code, Title 19, Title 21 and Title 24 of the California Code of Regulations, and all requirements prescribed by the California Department of General Services.

ARTICLE 21. INDEPENDENT CONTRACTOR.

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

ARTICLE 22. 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 the prior written consent of District's Governing Board. Any attempted assignment without such consent shall be invalid.

ARTICLE 23. ASBESTOS CERTIFICATION.

Architect shall verify to the best of its information pursuant to 40 Code Federal Regulation, section 763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the Project and will require that contractors provide District with certification that all materials used in the construction of any school building are free from any asbestos containing building materials ("ACBMs"). Architect shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final Project submittal.

ARTICLE 24. FINGERPRINTING CERTIFICATION.

California Education Code section 45125.2 requires entities providing construction services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Contractor shall certify that methods are being undertaken to ensure the pupils' safety. Certification must be accomplished by completing the "Declaration Regarding Employee Fingerprinting and Criminal Background Check." A certification form is available from the Facilities and Planning Office at the District.

ARTICLE 25. NO RIGHTS IN THIRD PARTIES.

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

ARTICLE 26. MISCELLANEOUS.

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

26.1 Governing Law.

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

26.2 Entire Agreement.

This Agreement with its exhibits supersedes any and all other prior or contemporaneous oral or written agreements between the parties hereto. Each party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all parties hereto.

26.3 Severability.

Should any provision in the 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.

26.4 Non-Waiver.

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

26.5 Business Day.

"Business day" as used herein means any day the District Office is open to the public.

26.6 Supplemental Conditions.

Any supplemental conditions shall be attached as an exhibit to this Agreement and incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed this 13th day of February 2007

ARCHITECT	DISTRICT
Michael Rainforth- Jeffrey Grau-Architects A Professional Corporation	Tracy Unified School District
Ву:	By:
Michael Rainforth Principal Architect License number C8	Casey Goodall Assistant Superintendent, Business Services

ATTACHMENT A TO AGREEMENT BETWEEN TRACY UNIFIED SCHOOL DISTRICT AND RAINFORTH GRAU ARCHITECTS

PROJECT DESCRIPTION

The project is to be described as the NEW THEATER at WEST HIGH SCHOOL, located on the West High School Campus. The building will include a Teaching Theater of approximately 3,600 square feet, Drama Classroom and Classroom/Backstage of approximately 955 square feet each, Dressing Rooms, Actors' Toilet Room, Storage Lobby, Control Room on upper level, a lift to upper level, hallway, stairs, electrical and exterior overhangs. The approximate total building area is to be 6,900 s.f. as presented to the Board of Education on January 23, 2007.

To be initialed by the parties:	
ARCHITECT	DISTRICT
Michael Rainforth Principal Architect	Casey Goodall Assistant Superintendent, Business Services

Tracy Unified School District

License number C8289

ATTACHMENT B TO AGREEMENT BETWEEN TRACY UNIFIED SCHOOL DISTRICT AND RAINFORTH GRAU ARCHITECTS

BUDGET FOR PROJECT

Project Budget Based on Cost Estimate of \$2,800,000

PROJECT COSTS:

Sitework:	\$	140,000
Building:	\$	2,660,000
Contingency: 10%	\$_	280,000
Construction Total:	\$	3,080,000
Soft Costs: 25%	\$_	770,000
TOTAL PROJECT COSTS:	<u>\$_</u>	<u>3,850,000</u>

To be initialed by the parties:

ARCHITECT DISTRICT

Michael Rainforth Principal Architect License number C8289 Casey Goodall Assistant Superintendent, Business Services Tracy Unified School District

ATTACHMENT C TO AGREEMENT BETWEEN TRACY UNIFIED SCHOOL DISTRICT AND RAINFORTH GRAU ARCHITECTS

Fee Schedule Based upon the Actual Construction Cost: \$2,800,000

\$0	Through	\$500,000	9.0%
\$500,001	Through	\$1,000,000	8.5%
\$1,000,001	Through	\$2,000,000	8.0%
\$2,000,001	Through	\$6,000,000	7.0%
\$6,000,001	Through	\$10,000,000	6.0%
\$10,000,001+			5.0%
		Total Estimated Fee	\$223,500

Fee Allocation/Phase Billing:

1. Architect compensation shall be paid by the District to the Architect monthly in arrears incrementally within the phases and based upon the percentage of work completed all as described in Article 8 of the Agreement:

To be initialed by the parties:	
ARCHITECT	DISTRICT
Michael Rainforth	Casey Goodall
Principal Architect	Assistant Superintendent, Business Services
License number C8289	Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUN

To:

Dr. James Franco, Superintendent

From: Mr. Sheila Harrison, Assistant Superintendent of Educational Services

Date: 7 January 15, 2007

Subject:

Adopt Resolution 06-22 Authorizing the Approval to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents

for Fiscal Year 2006-2007

Background: Yearly the California Department of Education offers small competitive grants to support programs that offer child care and development services to infants and toddlers. In the past, the District's Student Teens Educational and Parenting Support (STEPS) program has received small grants to enrich the program.

Rationale: This year's grant is \$2,500. The funds will be used to purchase infant and toddler toys for the District's STEPS program. In the past years, the small grants came as an additional allocation to the District with no requirement from the State Department of Education to adopt a Resolution. For the 2006-2007 fiscal year, the State Department of Education is requesting that Governing Boards adopt the attached resolution and authorize the designated personnel to sign contract documents for the grant. This agenda item supports Strategic Goal #2-Create a Quality and Effective Learning Environment for all Students.

Funding: Grant award \$2,500

Recommendation: Adopt Resolution 06-22 Authorizing the Approval to Enter into a Transaction with the California Department of Education for the Purpose of Providing Child Care and Development Services and to Authorize the Designated Personnel to Sign Contract Documents for Fiscal Year 2006-2007

Prepared by: Rebecca Frame, Director of Student Services and Curriculum

TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION

NO. 06-22

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2006/07.

		· .	
	RESOLU	TION	
BE IT RESOLVED that th	e Governing Board o	of Tracy Unified	School District
	3		
authorizes entering into loc that the person/s who is/a Governing Board.			and n the transaction for the
NAME	TITL	<u>E</u>	SIGNATURE
Casey Goodall	Associate Su	perintendent	
Ann Herrington	STEPS Counsé	loro:	
PASSED AND ADOPTED	O THIS day	/ of	2006/07, by the
Governing Board of Tra	acy Unified School	District	•
of <u>San Joaquin</u>	County, Califor	nia.	
l,	, Clerk of th	e Governing Board	l of
Tracy Unified School	District , of	San Joaquin	, County,
California, certify that the by the said Board at a public place of meeting a	Board	meeting	thereof held at a regular
(Clerk's signal	cure)		(Date)



EDUCATIONAL SERVICES MEMORANDUM

To:

James C. Franco, Superintendent

From:

Sheila Harrison, Assistant Superintendent for Educational Services

Date:

January 5, 2007

Subject:

Approve Participation in the State Summer School Program for 2007

BACKGROUND: The state will fund Summer School for districts offering Core, Mandated and Special Education programs. In order to qualify for funding, the Board of Trustees must approve the Summer School Program. Summer School will be offered at the K-4, Middle School (5-8) and High School (9-12) levels. The proposed program will include the following classes:

Core Program:

- World History
- US History
- Physical Education
- GATE Classes
- Art I

- Space & Engineering Academy Boot Camp (tentative)
- Career Technology
- Trigonometry
- ROP (tentative)

Mandated Program

- Algebra I/Remediation
- Algebra Readiness/Remediation
- English 9/Remediation
- English 10/Remediation
- Biology/Remediation
- CAHSEE English/LA Remediation
- CAHSEE Math Remediation
- ELA Strand (K-12)
- IMP I/Remediation

- Geometry/Remediation
- Earth Science/Remediation
- Spanish I Remediation
- K-8 Remediation/Math and ELA
- 5-8 Remediation/Science and Social Studies
- K-4 Bilingual
- ELD Institute

Special Education Program

- Special Day Class/LH
- Speech Therapy

Special Day Class/SH

The number of classes will be determined by student needs. Students who are in need of remediation will receive first priority for enrollment in Summer School.

All programs will be under the direction of the Summer School principals.

Summer School for current kindergarten through eighth grade students will begin on June 11 and continue through July 6. The high school summer program will begin on June 11 and end on July 13. The Summer School sites will be: K-4 – Villalovoz Elementary School; 5-8 – Williams Middle School; and 9-12 – West High School

July 4 is a holiday for all students.

RATIONALE: This agenda item meets Strategic Goal #2 – Quality Learning Environment

FUNDING: All funding will be provided by State Summer School (Supplemental Instructional Hourly Funding), and GATE and Special Education program entitlements.

RECOMMENDATIONS: Approve Participation in the State Summer School Program for 2007.

Prepared by: Linda T. Boragno-Dopp, Director of Alternative Programs



HUMAN RESOURCES MEMORANDUN

TO:

Dr. James Franco, Superintendent

FROM:

James Mousalimas, Assistant Superintendent of Human Resource

DATE:

February 13, 2007

SUBJECT:

Approve TSMA (Tracy School Management Association) Salary

Agreement Retroactive to July 1, 2006 for the 2006-2007 School Year.

BACKGROUND:

District Administration recommends approval of a 5.5% increase to the current TSMA (Tracy School Management Association) salary schedule retroactive to July 1, 2006 for the 2006-07 school year.

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2(d), Salary Settlement Agreement forms are attached for public disclosure.

This agenda item meets strategic goal #7, Educational Leadership.

RECOMMENDATION:

Approve TSMA (Tracy School Management Association) Salary Agreement retroactive to July 1, 2006 for the 2006-2007 school year.

PREPARED BY: James Mousalimas, Assistant Superintendent for Human Resources

PUBLIC DISCLOSURE FORM

In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and GC 3547.5 and 3540.2

Name of School District:	Tracy Unified Scho	ool District		
Name of Bargaining/Represented U	Jnit: TSMA			
Certificated, Classified, Other:	Other	· · · · · · · · · · · · · · · · · · ·		
The proposed agreement covers the	ne period beginning:	July 1, 2006 (date)	and ending:	June 30, 2008 (date)
The Governing Board will act upon	this agreement on:	February 13, 2007		

A. Proposed Change in Compensation

		Ar	Annual Cost Fiscal Impact of Proposed Agreement			ment				
		Prior	to Proposed		Current Year		Year 2		Year 3	
	Compensation	Α	greement	Ind	crease/Decrease	ind	crease/Decrease	Inc	rease/Decrease	
		FY -			FY -		FY		FY -	
1.	Salary Schedule	\$	8,221,432	\$	452,179	\$	876,346	\$	1,019,596	
	(This is to include Step and Column, which is also reported separately in Item	Anr	nual Settlement %:		5.50%		3.29%		0.00%	
	6)	Cumn	nulative Settlement On-going %:		5.42%		9.02%		10.66%	
		Step	& Column % Cost:		0.08%		1.63%		1.74%	
2.	Other Compensation	\$	-	\$		\$		\$	-	
	Stipends, Bonuses, Longevity, Overtime, Differential, etc.									
	Description of other									
	compensation								·	
3.	Statutory Benefits	\$	1,925,410	\$	105,898	\$	205,235	\$	238,783	
	STRS, PERS, FICA, WC, UI, Medicare, etc.				5.50%		10.10%		10.68%	
4.	Health/Welfare Plans	\$	1,386,723	\$		\$		\$	-	
					0.00%		0.00%		0.00%	
5.	Total Compensation	\$	11,533,565	\$	558,076	\$	1,081,581	\$	1,258,379	
	Add Items 1 thru 4 to equal 5				4.84%	·	8.94%	.	9.55%	
6.	Step and Column	1996								
	Due to movement plus any changes due to settlement.				•					
	Included in Item No. 1 above.	\$	121,499	\$	6,682	\$	134,385	\$	143,249	
7.	Total Number of Represented Em	ployee	27.60200							
	(Use FTE's if appropriate)	·	143.4							
8.	Total Compensation Cost for Average Employee	\$	80,429	\$	3,892	\$	7,542	\$	8,775	
					4.84%	Ľ	8.94%		9.55%	

Disclosure of Collective Bargaining Agreement Page 2 of 11

9. What year, wh	t was the negotiated percentage increase approved? For example, if the increase in "Current Year" was for less than a full nat was the percentage increase given, what is the effective date of the increase, and what is the annualized percent
5.5! the	% effective July 1, 2006 ongoing permanently. Also, effective July 1, 2007, an ongoing increase at the same percentage as District's net increase in Base Revenue Limit for the 2007-08 fiscal year (estimated to be 3.29% for these projections).
10. We	re any additional steps, columns, or ranges added to the schedules? (If yes, please explain)
No.	
11. Ple:	ase include comments and explanations as necessary (if more room is necessary to answer, please attach additional sheet.)
Not	t Necessary.
	es this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☐ No ☐ lease describe cap amount.
Yes	s. The Health and Welfare benefits cap is \$8,162.
	posed Negotiated Changes in Non-Compensation Items (e.g., class size adjustments, staff development days, teacher ne, classified staffing ratios, etc.)
No	ne.
settlem	at are the specific impacts (positive or negative) on instructional and support programs to accommodate the nent? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or ion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)
No	ne.
D. Wha	at contingency language is included in the proposed agreement (i.e., reopeners, etc.)?
No	

Disclosure of Collective Bargaining Agreement Page 3 of 11

E. Will this agreement create, increase or decrease deficit spending in the current or future year(s)? "Deficit Spending" is defined to exist when a district's expenditures exceeds its revenues in a given year. If yes, explain the amounts and justification for doing so.

No.

F. Identify other major provisions that do not directly affect the district's costs such as binding arbitration, grievance procedures, etc.

None.

G. Source of Funding for Proposed Agreement

1. Current Year ~ Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the current year. Itemized list should be clearly referenced to the amounts disclosed in column 2 of Section H pages 5a-g.

The Books and Supplies budget for the Restricted General Fund (page 5b) will be reduced by \$81,429. The Books and Supplies budget for the Adult Education Fund (page 5d) will be reduced by \$12,006.

Disclosure of Collective Bargaining Agreement Page 4 of 11

G. Source of Funding for Proposed Agreement, continued.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in future years? (i.e., what will allow the district to afford this contract)? Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the subsequent year. Itemized list should be clearly referenced to the amounts disclosed in columns B and D of Section I pages 7a-c.

Not Applicable.

3. If this is a multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations). Include an itemized list, per GC 3547.5 (b), of any budget revisions necessary to meet the costs of the agreement in the subsequent year. Itemized list should be clearly referenced to the amounts disclosed in columns B and D of Section I pages 7a-c.

Not Applicable.

Unrestricted General Fund

Enter Bargaining Unit:		TSMA							
REVENUES	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of (10-31-06)	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)					
Revenue Limit Sources (8010-8099)	\$ 90,935,244		s -	\$ 90,935,244					
Remaining Revenues (8100-8799)	\$ 8,128,241	s -	\$ 172,577	\$ 8,300,818					
TOTAL REVENUES	\$ 99,063,485	\$ -		, , , , , , , , , , , , , , , , , , ,					
EXPENDITURES	\$ 55,003,403	-	\$ 172,577	\$ 99,236,062					
Certificated Salaries (1000-1999)	\$ 47,625,610	\$ 314,617	\$ 32,619	\$ 47,972,846					
Classified Salaries (2000-2999)	\$ 10,284,107	\$ 57,324	\$ 352,483	\$ 10,693,914					
Employee Benefits (3000-3999)	\$ 18,170,462		\$ 83,780						
	\$ 5,453,806	\$ 67,100		<u> </u>					
Books & Supplies (4000-4999) Services & Operating Expenses	\$ 3,433,800		\$ 405,052	\$ 5,858,858					
(5000-5999)	\$ 6,267,919	\$	\$ 195,003	\$ 6,462,922					
Capital Outlay (6000-6999)	\$ 938,449	\$ -	\$ 240,717	\$ 1,179,166					
Other Outgo (7100-7299) (7400-7499)	\$ 1,060,799	\$ -	\$ -	\$: 1,060,799					
Direct support/Indirect Costs (7300-7399)	\$ (1,187,050)	\$ -	\$ (1,939)	\$ (1,188,989)					
TOTAL EXPENDITURES	\$ 88,614,102	\$ 459,047	\$ 1,307,715	\$ 90,380,864					
OPERATING SURPLUS (DEFICIT)	\$ 10,449,383	\$ (459,047)	\$ (1,135,138)	\$ 8,855,198					
Transfers in and Other Sources (8910-8979)	\$ 569,172	s -	\$ -	\$ 569,172					
Transfers Out and Other Uses (7610-7699)	\$ 551,021	\$ -	\$ -	\$ 551,021					
Contributions (8980-8999)									
CURRENT YEAR INCREASE	\$ (10,472,893)	* See Note Below	-	\$ (10,472,893)					
(DECREASE) IN FUND BALANCE	\$ (5,359)	Pre-12 2 20 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	\$ (1,135,138)	\$ (1,599,544)					
BEGINNING BALANCE (9791)	\$ 7,617,103			\$ 7,617,103					
Audit Adjustments/Restatements (9793 & 9795)	\$ -	a la company		\$ -					
CURRENT-YEAR ENDING BALANCE				·					
	\$ 7,611,744	\$ (459,047)	\$ (1,135,138)	\$ 6,017,558					
COMPONENTS OF ENDING BALANCE:									
Reserved Amounts (9711-9740)	\$ 236,000	s -	\$ -	\$ 236,000					
Reserved for Economic Uncertainties (9770)	\$ 3,615,944	\$ -	\$ -	\$ 3,615,944					
Other Designated Amounts (9775-9780)									
	\$ 215,752		\$ (215,752)	<u> </u>					
Unappropriated Amounts (9790)	\$ 3,544,047	\$ (459,047)	\$ (919,386)	\$ 2,165,614					

^{*} If the total amount of the adjustment in Column 2 does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

Restricted General Fund

Enter Bargaining Unit: **TSMA** Column 2 Column 1 Adjustments as a Latest Budget Result of Settlement submitted to COE (include revisions for Column 3 cost of settlement and Other Revisions since (Orig. Adopted, 1st Interim, or 2nd other revisions budget in column 1 Column 4 Interim) necessary to fund unrelated to Total Current Budget As of settlement) settlement (Columns 1+2+3) (10-31-06) REVENUES 2,321,688 Revenue Limit Sources (8010-8099) \$ \$ \$ 2,321,688 \$ 16,543,797 951,339 Remaining Revenues (8100-8799) 17,495,136 \$ **TOTAL REVENUES** 18,865,485 \$ 951,339 19,816,824 **EXPENDITURES** Certificated Salaries (1000-1999) \$ 8,532,547 49,489 29,653 8,611,690 5,957,471 Classified Salaries (2000-2999) \$ \$ 16,488 \$ 279,952 \$ 6,253,910 \$ Employee Benefits (3000-3999) 4,371,170 \$ 15,451 \$ 73,674 \$ 4,460,295 \$ Books & Supplies (4000-4999) 7,325,829 \$ (81,429)\$ (70,628) \$ 7,173,772 Services & Operating Expenses (5000-5999) \$ 2,614,726 19,046 2,633,772 Capital Outlay (6000-6999) \$ 452,000 \$ \$ \$ 452,000 Other Outgo (7100-7299) (7400-\$ 440,114 \$ \$ (36,000) \$ 404,114 Direct support/Indirect Costs (7300-7399) \$ 986,326 801,939 1,788,265 \$ **TOTAL EXPENDITURES** 30,680,183 (0) \$ 1,097,636 31,777,819 **OPERATING SURPLUS (DEFICIT)** \$ (11,814,698) \$ 0 \$ (146, 297)\$ (11,960,995) Transfers In and Other Sources (8910-8979) \$ Transfers Out and Other Uses (7610-7699) \$ 686,138 \$ \$ \$ 686,138 Contributions (8980-8999) \$ 10,472,893 10,472,893 **CURRENT YEAR INCREASE** * See Note Below (DECREASE) IN FUND BALANCE \$ (2,027,943) 0 (146, 297)(2,174,240)**BEGINNING BALANCE (9791)** 2,174,240 2,174,240 Audit Adjustments/Restatements (9793 & 9795) \$ **CURRENT-YEAR ENDING BALANCE** 146,297 (146,297) \$ COMPONENTS OF ENDING BALANCE Reserved Amounts (9711-9740) \$ \$ \$ Reserved for Economic Uncertainties (9770)\$ Other Designated Amounts (9775-9780) \$ 146,297 \$ 0 (146, 297)Unappropriated Amounts (9790)

^{*} If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

Combined General Fund

Enter Bargaining Unit: **TSMA** Column 2 Column 1 Adjustments as a Latest Budget Result of Settlement submitted to COE (include revisions for Column 3 (Orig. Adopted, 1st cost of settlement and Other Revisions since Interim, or 2nd other revisions budget in column 1 Column 4 Interim) necessary to fund unrelated to **Total Current Budget** As of settlement) settlement (Columns 1+2+3) (10-31-06) **REVENUES** 93,256,932 Revenue Limit Sources (8010-8099) 93,256,932 \$ Remaining Revenues (8100-8799) 24,672,038 \$ 1,123,916 \$ 25,795,954 117,928,970 **TOTAL REVENUES** \$ 1,123,916 119,052,886 **EXPENDITURES** Certificated Salaries (1000-1999) \$ 56,158,157 364,106 62,272 56,584,535 \$ \$ 16,241,578 73,812 632,435 \$ 16,947,825 Classified Salaries (2000-2999) \$ 22,541,632 102,558 157,454 22,801,644 Employee Benefits (3000-3999) \$ Books & Supplies (4000-4999) 12,779,635 (81,429)\$ 334,424 \$ 13,032,630 Services & Operating Expenses (5000-5999)\$ 8,882,645 \$ 214,049 \$ 9,096,694 \$ \$ Capital Outlay (6000-6999) 1,390,449 \$ 240,717 \$ 1,631,166 Other Outgo (7100-7299) (7400-1,500,913 (36,000)1,464,913 \$ Direct support/Indirect Costs (7300-\$ (200,724)\$ 000,008 599,276 **TOTAL EXPENDITURES** \$ 119,294,285 459,046 \$ 2,405,351 \$ 122,158,683 **OPERATING SURPLUS (DEFICIT)** (1,365,315)(459,046)\$ (1,281,435)\$ (3,105,797)Transfers In and Other Sources (8910-8979) 569,172 \$ 569,172 Transfers Out and Other Uses (7610-\$ 1,237,159 \$ \$ 1,237,159 Contributions (8980-8999) **CURRENT YEAR INCREASE** * See Note Below (DECREASE) IN FUND BALANCE (2,033,302)(459.046)(1.281,435)\$ (3,773,784)**BEGINNING BALANCE (9791)** 9,791,342 \$ 9,791,342 \$ Audit Adjustments/Restatements (9793 & 9795) \$ \$ **CURRENT-YEAR ENDING BALANCE** 7.758.040 (459,046) (1,281,435) 6,017,559 \$ COMPONENTS OF ENDING BALANCE: \$ \$ Reserved Amounts (9711-9740) 236,000 236,000 Reserved for Economic Uncertainties (9770)3,615,944 \$ 3,615,944 \$ Other Designated Amounts (9775-9780) \$ \$ 215,752 \$ (215,752)\$ Unappropriated Amounts (9790) \$ 3,690,344 \$ (459,046) \$ (1,065,683) 2,165,614

^{*} If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

Adult Education Fund

TSMA Enter Bargaining Unit: Column 2 Adjustments as a Column 1 Latest Budget Result of Settlement submitted to COE (include revisions for Column 3 cost of settlement and Other Revisions since (Orig. Adopted, 1st other revisions Column 4 Interim, or 2nd budget in column 1 **Total Current Budget** Interim) necessary to fund unrelated to As of settlement) settlement (Columns 1+2+3) (10-31-06) REVENUES Revenue Limit Sources (8010-8099) 1,116,034 \$ 1,116,034 \$ \$ \$ Remaining Revenues (8100-8799) 137,470 \$ 137,470 **TOTAL REVENUES** \$ 1,253,504 \$ 1,253,504 **EXPENDITURES** Certificated Salaries (1000-1999) 531,164 9,728 540,892 294,406 \$ 23,192 317,598 Classified Salaries (2000-2999) \$ \$ 2,278 \$ \$ Employee Benefits (3000-3999) 273,027 4,527 279,832 Books & Supplies (4000-4999) \$ 542,764 \$ (12,006)\$ (31,721)\$ 499,037 Services & Operating Expenses (5000-5999) \$ 94,542 4,000 98,542 \$ \$ Capital Outlay (6000-6999) 96,519 96,519 Other Outgo (7100-7299) (7400-7499) \$ \$ \$ Direct support/Indirect Costs (7300-7399) 48,989 48,989 \$ **TOTAL EXPENDITURES** \$ 1,881,411 (0) (2)1,881,409 **OPERATING SURPLUS (DEFICIT)** \$ (627,907)0 \$ 2 \$ (627,905)Transfers in and Other Sources (8910-8979) \$ 59,292 \$ 59,292 Transfers Out and Other Uses (7610-Contributions (8980-8999) **CURRENT YEAR INCREASE** * See Note Below (DECREASE) IN FUND BALANCE (568,615) (568,613) 0 **BEGINNING BALANCE (9791)** 568,613 \$ 568,613 Audit Adjustments/Restatements (9793 & 9795) **CURRENT-YEAR ENDING BALANCE** (2) 0 (0)COMPONENTS OF ENDING BALANCE: Reserved Amounts (9711-9740) Reserved for Economic Uncertainties (9770)\$ S Other Designated Amounts (9775-9780) \$ \$ 2 \$ Unappropriated Amounts (9790) \$ 0 (0)

^{*} If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

Cafeteria Fund

Enter Bargaining Unit: **TSMA** Column 2 Adjustments as a Column 1 Latest Budget Result of Settlement submitted to COE (include revisions for Column 3 (Orig. Adopted, 1st cost of settlement and Other Revisions since Interim, or 2nd other revisions budget in column 1 Column 4 Interim) necessary to fund unrelated to **Total Current Budget** settlement) As of settlement (Columns 1+2+3) (10-31-06) **REVENUES** Revenue Limit Sources (8010-8099) Remaining Revenues (8100-8799) 3,922,223 3,922,223 **TOTAL REVENUES** 3.922.223 \$ 3,922,223 **EXPENDITURES** Certificated Salaries (1000-1999) \$ Classified Salaries (2000-2999) \$ 1,217,770 \$ 4,533 \$ 62,361 \$ 1,284,665 Employee Benefits (3000-3999) \$ 391,949 \$ 1,062 \$ 14,605 407,615 Books & Supplies (4000-4999) \$ 2,007,681 \$ 7,394 \$ 2,015,075 Services & Operating Expenses (5000-5999) \$ 146,639 \$ (7,394)139,245 Capital Outlay (6000-6999) \$ 25,000 \$ \$ \$ 25,000 Other Outgo (7100-7299) (7400-7499) \$ \$ \$ Direct support/Indirect Costs (7300-7399) \$ 151,735 \$ 151,735 **TOTAL EXPENDITURES** \$ 3,940,774 \$ 5,595 \$ 76,966 4,023,335 OPERATING SURPLUS (DEFICIT) \$ (18,551) \$ (5,595) \$ (76,966)\$ (101, 112)Transfers In and Other Sources (8910-8979) \$ \$ \$ \$ Transfers Out and Other Uses (7610-\$ \$ \$ \$ Contributions (8980-8999) **CURRENT YEAR INCREASE** * See Note Below DECREASE) IN FUND BALANCE \$ (18,551)(5,595)(76,966)\$ (101,112)**BEGINNING BALANCE (9791)** 1,413,490 \$ 1,413,490 Audit Adjustments/Restatements (9793 & 9795) \$ **CURRENT-YEAR ENDING BALANCE** \$ 1,394,939 (5,595) \$ (76,966)1,312,378 COMPONENTS OF ENDING BALANCE! Reserved Amounts (9711-9740) \$ \$ Reserved for Economic Uncertainties (9770)Other Designated Amounts (9775-9780) \$ \$ \$ \$ Unappropriated Amounts (9790) 1,394,939 \$ (5,595) \$ (76,966) 1,312,378 \$

^{*} If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

Child Development Fund

Enter Bargaining Unit:		TSMA							
	Column 1 Latest Budget submitted to COE (Orig. Adopted, 1st Interim, or 2nd Interim) As of (10-31-06)	Column 2 Adjustments as a Result of Settlement (include revisions for cost of settlement and other revisions necessary to fund settlement)	Column 3 Other Revisions since budget in column 1 unrelated to settlement	Column 4 Total Current Budget (Columns 1+2+3)					
REVENUES	(100)								
Revenue Limit Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -					
Remaining Revenues (8100-8799)	\$ 227,043	\$	\$ -	\$ 227,043					
TOTAL REVENUES	\$ 227,043		\$ -	\$ 227,043					
EXPENDITURES		•	•	¥ 221,040					
Certificated Salaries (1000-1999)	\$ 38,311	\$ -	\$ -	\$ 38,311					
Classified Salaries (2000-2999)	\$ 48,090	\$ -	\$ 3,811	\$ 51,901					
Employee Benefits (3000-3999)	\$ 44,733	\$ -	\$ 756	\$ 45,489					
Books & Supplies (4000-4999)	\$ 88,549	\$ -	\$ (4,716)						
Services & Operating Expenses	ψ 00,049	Ψ -	Ψ (4,710)	φ 03,033 1					
(5000-5999)	\$ 7,360	\$	\$ 149	\$ 7,509					
Capital Outlay (6000-6999)	\$ -	\$	\$ -	\$ -					
Other Outgo (7100-7299) (7400- 7499)	\$ -	s -	\$ -	s -					
Direct support/Indirect Costs (7300-7399)	\$ -	\$ -	\$ -	\$ -					
TOTAL EXPENDITURES	\$ 227,043	\$ -	\$ 0	\$ 227,043					
OPERATING SURPLUS (DEFICIT)	\$ -	\$ -	\$ (0)	\$ (0)					
Transfers in and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -					
Transfers Out and Other Uses (7610-7699)									
Contributions (8980-8999)	<u> </u>	-	-	-					
	\$ -	\$	\$	\$ -					
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE		* See Note Below							
	-	\$ -	.\$ (0)	\$ (0)					
BEGINNING BALANCE (9791)	\$ -		367	\$ -					
Audit Adjustments/Restatements (9793 & 9795)	\$ -	and the second s	300 00 00 00	\$ -					
CURRENT-YEAR ENDING BALANCE									
COMPONENTS OF ENDING BALANCE:		[\$ -	(0)	(0)					
Percented Amounts (0744 0740)	\$ -	-	\$ -	s -					
Reserved Amounts (9711-9740) Reserved for Economic Uncertainties									
(9770) Other Designated Amounts (9775-9780)	-	-	\$ -	-					
Other Designated Amounts (9775-9780)	\$ -	\$ -	\$	\$					
Unappropriated Amounts (9790)	\$ -	\$ -	\$ (0)	\$ (0)					

^{*} If the total amount of the adjustment in Column does not agree with the Total Compensation Increase in Section A, Line 5, Page 1 (i.e. increase was partially budgeted), explain the variance on question 1, page 6.

Disclosure of Collective Bargaining Agreement
Page 6 of 11

1. If the total amount of the Adjustment in Column 2 page(s) 5a-g does not agree with the amount of the Total Compensation Increase in Section A, Line 5, page 1 (i.e., increase was partially budgeted), explain the variance below:

The Total Compensation Increase amounts to \$558,076. The total of the Adjustment in Column 2 pages 5a-g amounts to \$464,641 - for a variance of \$93,435. This variance consists of a reduction of \$81,429 and \$12,006 to the Books and Supplies expenditure budgets of the Restricted General Fund, and the Adult Education Fund, respectively.

2. Please include any additional comments and explanations of Page(s) 5a-g or Page(s) 7a-c as necessary: *Not Applicable.*

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund

Enter Bargaining Unit:

TSMA.

						10007				
	Column A Current Year Budget After Settlement		Column B Change from Current Year to First Subsequent		First Subsequent Year After Settlement		Column D Change from First Subsequent to Second Subsequent		Column E Second Subsequent Year After Settlemen	
Fiscal Year	(06 - 07)			(07 - 08)	2000000		(08 - 09)
REVENUES		and the second								<u> </u>
Revenue Limit Sources (8010-8099)	\$	90,935,244	\$	2,960,320	\$	93,895,564	\$	2,438,992	\$	96,334,556
Remaining Revenues (8100-8799)	\$	8,300,818	\$	(779,783)	\$	7,521,035	\$	-	\$	7,521,035
TOTAL REVENUES	\$	99,236,062	\$	2,180,537	\$	101,416,599	\$	2,438,992	\$	103,855,591
EXPENDITURES										
Certificated Salaries (1000-1999)	\$	47,972,846	\$	1,723,285	\$	49,696,131	\$	934,139	\$	50,630,270
Classified Salaries (2000-2999)	\$	10,693,914	\$	616,101	\$	11,310,016	\$	283,114	\$	11,593,129
Employee Benefits (3000-3999)	\$	18,341,348	\$	635,642	\$	18,976,990	\$	413,042	\$	19,390,032
Books & Supplies (4000-4999)	\$	5,858,858	\$	(3,934,050)	\$	1,924,808	\$	-	\$	1,924,808
Services & Operating Expenses (5000-5999)	\$	6,462,922	\$	(256,417)	\$	6,206,505	\$	-	\$	6,206,505
Capital Outlay (6000-6999)	\$	1,179,166	\$	(320,717)	\$	858,449	\$		\$	858,449
Other Outgo (7100-7299) (7400-7499)	\$	1,060,799	\$	-	\$	1,060,799	\$		\$	1,060,799
Direct support/Indirect Costs (7300-7399)	\$	(1,188,989)	\$	1,939	\$	(1,187,050)	\$	-	\$	(1,187,050)
TOTAL EXPENDITURES	\$	90,380,864	\$	(1,534,216)	\$	88,846,648	\$	1,630,294	\$	90,476,942
OPERATING SURPLUS (DEFICIT)	\$	8,855,198	\$	3,714,753	\$	12,569,951	\$	808,698	\$	13,378,649
Transfers In and Other Sources (8910-8979)	\$	569,172	\$	(183,022)	\$	386,150	\$	-	\$	386,150
Transfers Out and Other Uses (7610-7699)	\$	551,021	\$	(472,051)	\$	78,970	\$	-	\$	78,970
Contributions (8980-8999)	\$	(10,472,893)	\$	480,741	\$	(9,992,152)	\$	(38,713)	\$	(10,030,865)
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$	(1,599,544)	\$	4,484,523	\$	2,884,979	\$	769,985	\$	3,654,964
BEGINNING BALANCE (9791)	\$	7,617,103	\$	(1,599,544)	\$	6.017,558	\$	2,884,979	\$	8,902,537
Audit Adjustments/Restatements (9793 & 9795)	\$	-	\$				\$			
CURRENT-YEAR ENDING BALANCE	\$	6,017,558	\$	2,884,979	\$	8,902,537	\$	3,654,964	\$	12,557,501
COMPONENTS OF ENDING BALANCE:										The state of the s
Reserved Amounts (9711-9740)	\$	236,000	\$		\$	236,000	\$		\$	236,000
Reserved for Economic Uncertainties (9770)	\$	3,615,944	\$	(98,942)	\$	3,517,002	\$	51,962	\$	3,568,965
Other Designated Amounts (9775-9780)	\$	0	\$	(0)		-	\$	-	\$	-
Unappropriated Amounts (9790)	\$	2,165,614	1	2,983,921		5,149,535		3,603,001	\$	8,752,536

. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund

Enter Bargaining Unit: TSMA

Enter Bargaining Unit:	TSMA									
	Column A Current Year Budget After Settlement		,	Column B Change from Current Year to First Subsequent		Column C t Subsequent Year After Settlement	Column D Change from First Subsequent to Second Subsequent		Column E Second Subsequent Year After Settlement	
Fiscal Year	(06 -	07)			(-	07 - 08)		(08 - 09.)	
REVENUES										
Revenue Limit Sources (8010-8099)	\$	2,321,688	\$	76,545	\$	2,398,233	\$ 63,073	\$	2,461,306	
Remaining Revenues (8100-8799)	\$ 1	7,495,136	\$	(1,577,726)	\$	15,917,410	\$ -	\$	15,917,410	
TOTAL REVENUES	\$ 1	9,816,824	\$	(1,501,181)	\$	18,315,643	\$ 63,073	\$	18,378,716	
EXPENDITURES										
Certificated Salaries (1000-1999)	\$	8,611,690	\$	161,824	\$	8,773,514	\$ 163,197	\$_	8,936,710	
Classified Salaries (2000-2999)	\$	6,253,910	\$	424,669	\$	6,678,580	\$ 194,421	\$_	6,873,000	
Employee Benefits (3000-3999)	\$	4,460,295	\$	7,968	\$	4,468,264	\$ 49,127	\$_	4,517,391	
Books & Supplies (4000-4999)	\$	7,173,772	\$	(3,616,683)	\$	3,557,089	\$ (311,410)	\$	3,245,679	
Services & Operating Expenses (5000-5999)	\$	2,633,772	\$	(25,934)	s	2,607,838	\$ -	\$	2,607,838	
Capital Outlay (6000-6999)	\$	452,000		(375,000)	_	77,000	\$ -	\$	77,000	
Other Outgo (7100-7299) (7400-7499)	\$	404,114	\$	36,000	\$	440,114	\$ -	\$	440,114	
Direct support/Indirect Costs (7300- 7399)	\$	1,788,265	\$	(801,939)	\$	986,326	\$ -	\$	986,326	
TOTAL EXPENDITURES	\$ 3	1,777,819	\$	(4,189,095)	\$	27,588,724	\$ 95,334	\$	27,684,058	
OPERATING SURPLUS (DEFICIT)	\$ (1	1,960,995)	\$	2,687,914	\$	(9,273,081)	\$ (32,261)	\$	(9,305,342)	
Transfers In and Other Sources (8910-8979)	\$	_	\$	-	\$	-	\$ -	\$		
Transfers Out and Other Uses (7610-7699)	\$	686,138	\$	32,933	\$	719,071	\$ 6,452	\$	725,523	
Contributions (8980-8999)		0,472,893		(480,741)		9,992,152		\$	10,030,865	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ ((2,174,240)	.\$	2,174,240	\$	0	\$ (1)	\$	(0)	
BEGINNING BALANCE (9791)	\$	2,174,240	\$	(2,174,240)	\$1	- 10	\$ 0	\$	0	
Audit Adjustments/Restatements (9793 & 9795)	\$	-	\$	•	1.		\$ -			
CURRENT-YEAR ENDING BALANCE	\$	0	\$. 0	\$	0	\$ (0)	\$_	0	
COMPONENTS OF ENDING BALANCE:		u e								
Reserved Amounts (9711-9740)	\$	-	\$		\$	•	\$	\$	-	
Reserved for Economic Uncertainties (9770)	\$		\$		\$		\$ -	\$	•	
Other Designated Amounts (9775-9780)	\$	-	\$	-	\$	-	\$	\$		
Unappropriated Amounts (9790)	\$	0	\$	0	\$	0	\$ (0)	\$	0	

IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

r Bargaining	Unit:		

After Settlement	Enter Bargaining Unit:	argaining Unit: TSMA										
Revenue Limit Sources (8010-8099) \$ 93,256,332 \$ 3,036,865 \$ 96,293,797 \$ 2,502,066 \$ 99,795,86 Remaining Revenues (8100-8799) \$ 93,256,332 \$ 3,036,865 \$ 96,293,797 \$ 2,502,066 \$ 99,795,86 TOTAL REVENUES \$ 119,052,886 \$ 679,366 \$ 119,732,242 \$ 2,502,066 \$ 122,234,33 EXPENDITURES \$ 119,052,886 \$ 679,366 \$ 119,732,242 \$ 2,502,066 \$ 122,234,30 EXPENDITURES \$ 119,052,886 \$ 679,366 \$ 119,732,242 \$ 2,502,066 \$ 122,234,30 EXPENDITURES \$ 16,007,399 \$ 56,584,535 \$ 1,885,109 \$ 58,469,645 \$ 1,097,335 \$ 99,666,98 Employee Benefits (3000-2999) \$ 16,947,825 \$ 1,040,771 \$ 17,986,595 \$ 477,534 \$ 18,466,13 Employee Benefits (3000-399) \$ 22,801,644 \$ 643,610 \$ 23,445,254 \$ 462,169 \$ 23,907,42 Books & Supplies (4000-4999) \$ 13,032,630 \$ (7,550,733) \$ 5,481,897 \$ (311,410) \$ 5,170,48 Services & Operating Expenses (6000-8999) \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$ - \$ 8,814,34 Capital Outley (6000-8999) \$ 1,831,166 \$ (695,717) \$ 935,449 \$ - \$ 935,44 Other Outley (7000-2999) \$ 1,831,166 \$ (695,717) \$ 935,449 \$ - \$ 935,44 Other Outley (7000-2999) \$ 1,464,913 \$ 36,000 \$ 1,500,913 \$ - \$ 1,500,91 Torical support/indirect Costs (7300-7399) \$ 599,276 \$ (800,0000) \$ (200,724) \$ - \$ (Current Year Budget			Change from Current Column C Year to First First Subsequent Year			Change from First Subsequent to	Column E Second Subsequent Year After Settlement				
Revenue Limit Sources (8010-8099) \$ 93,256,932 \$ 3,036,865 \$ 96,293,797 \$ 2,502,066 \$ 98,795,86 Remaining Revenues (8100-8799) \$ 25,795,954 \$ (2,357,509) \$ 23,438,445 \$ \$ \$ 23,438,445 \$ 2 3,438,445 \$ \$ 23,438,445 \$	[(. 06 - 07)			(07 - 08)			(08 - 09)	
Remaining Revenues (\$100-8799) \$ 25,795,954 \$ (2,357,509) \$ 23,438,445 \$ - \$ 23,438,445 TOTAL REVENUES \$ 119,052,886 \$ 679,356 \$ 119,732,242 \$ 2,502,065 \$ 122,234,30 EXPENDITURES \$ 119,052,886 \$ 679,356 \$ 119,732,242 \$ 2,502,065 \$ 122,234,30 EXPENDITURES \$ 119,052,886 \$ 679,356 \$ 119,732,242 \$ 2,502,065 \$ 122,234,30 EXPENDITURES \$ 119,052,886 \$ 1,885,109 \$ 58,469,645 \$ 1,097,335 \$ 59,566,98 Classified Salaries (1000-1999) \$ 56,584,535 \$ 1,885,109 \$ 58,469,645 \$ 1,097,335 \$ 59,566,98 Classified Salaries (2000-2999) \$ 16,947,825 \$ 1,040,771 \$ 17,988,995 \$ 477,534 \$ 19,466,13 Employee Benefits (3000-3999) \$ 22,801,644 \$ 643,610 \$ 23,445,254 \$ 462,169 \$ 23,907,42 Books & Supplies (4000-4999) \$ 13,032,630 \$ (7,550,733) \$ 5,481,897 \$ (311,410) \$ 5,170,48 Sorvices & Operating Expenses (5000-5999) \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$ - \$ 8,814,34 \$ - \$ 8,814,34 \$ - \$ 935,44 Chief Ch	REVENUES									3		
TOTAL REVENUES \$ 119,052,866 \$ 679,366 \$ 119,732,242 \$ 2,502,065 \$ 122,234,30 EXPENDITURES Certificated Salaries (1000-1999) \$ 56,584,535 \$ 1,885,109 \$ 58,469,845 \$ 1,097,335 \$ 595,669,845 Classified Salaries (2000-2999) \$ 16,947,825 \$ 1,040,771 \$ 17,988,595 \$ 477,534 \$ 18,466,13 Employee Benefits (2000-3999) \$ 22,801,644 \$ 643,610 \$ 23,445,254 \$ 462,169 \$ 23,907,42 Books & Supplies (4000-4999) \$ 13,032,630 \$ (7,550,733) \$ 5,481,897 \$ (311,410) \$ 5,170,48 Services & Operating Expenses (5000-5899) \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$ - \$ 8,814,34 \$ 1,914,34 \$ 1	Revenue Limit Sources (8010-8099)	\$	93,256,932	\$	3,036,865	\$	96,293,797	\$	2,502,065	\$	98,795,862	
EXPENDITURES	Remaining Revenues (8100-8799)	\$	25,795,954	\$	(2,357,509)	\$	23,438,445	\$	•	\$	23,438,445	
Certificated Salaries (1000-1999) \$ 56,584,535 \$ 1,885,109 \$ 58,469,645 \$ 1,097,335 \$ 59,566,98 Classified Salaries (2000-2999) \$ 16,947,825 \$ 1,040,771 \$ 17,988,595 \$ 477,534 \$ 18,466,13 Employee Benefits (3000-3999) \$ 22,801,644 \$ 643,610 \$ 23,445,254 \$ 462,169 \$ 23,907,42 Books & Surplies (4000-4999) \$ 13,032,630 \$ (7,550,733) \$ 5,481,897 \$ (311,410) \$ 5,170,48 Services & Operating Expenses (5000-5999) \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$ - \$ 8,814,344 \$ - \$ 935,44 Capital Outlay (6000-6999) \$ 1,631,166 \$ (695,717) \$ 933,449 \$ - \$ 935,44 Other Outlay (7109-7299) (7400-7499) \$ 1,464,913 \$ 36,000 \$ 1,500,913 \$ - \$ 1,500,91 Direct support/indirect Costs (7300-7399) \$ 599,276 \$ (3800,000) \$ (200,724) \$ - \$ (200		CONTRACTOR OF THE PARTY OF		\$	679,356	\$	119,732,242	\$	2,502,065	\$	122,234,307	
Classified Salaries (2000-2999) \$ 16,947,825 \$ 1,040,771 \$ 17,988,595 \$ 477,534 \$ 18,466,13 Employee Benefits (3000-3999) \$ 22,801,644 \$ 643,610 \$ 23,445,254 \$ 462,169 \$ 23,907,42 Books & Supplies (4000-4999) \$ 13,032,630 \$ (7,550,733) \$ 5,481,897 \$ (311,410) \$ 5,170,48 Services & Operating Expenses (500-5999) \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$ - \$ 8,814,34 Capital Outlay (6000-6999) \$ 1,631,166 \$ (695,717) \$ 935,449 \$ - \$ 935,44 Other Outgo (7100-7299) (7400-7499) \$ 1,644,913 \$ 36,000 \$ 1,500,913 \$ - \$ 1,500,91 Direct support/indirect Costs (7300-7399) \$ 599,276 \$ (800,000) \$ (200,724) \$ - \$ (200,72	EXPENDITURES						38.4		Baracan Caral			
Employee Benefits (3000-3999) \$ 22,801,644 \$ 643,610 \$ 23,445,254 \$ 462,169 \$ 23,907,42 Books & Supplies (4000-4999) \$ 13,032,630 \$ (7,550,733) \$ 5,481,897 \$ (311,410) \$ 5,170,48 Services & Operating Expenses (5000-5999) \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$ - \$ 8,814,34 Capital Outlay (6000-6999) \$ 1,631,166 \$ (695,717) \$ 935,449 \$ - \$ 935,44 Other Outgo (7400-7499) \$ 1,464,913 \$ 36,000 \$ 1,500,913 \$ - \$ 1,500,91 Direct support/indirect Costs (7300-7399) \$ 599,276 \$ (800,000) \$ (200,724) \$ - \$ (200,724) Direct support/indirect Costs (7300-7399) \$ 599,276 \$ (800,000) \$ (200,724) \$ - \$ (200,724) TOTAL EXPENDITURES \$ 122,158,683 \$ (5,723,311) \$ 116,435,372 \$ 1,725,628 \$ 118,161,000 OPERATING SURPLUS (DEFICIT) \$ (3,105,797) \$ 6,402,667 \$ 3,296,870 \$ 776,437 \$ 4,073,300 Transfers in and Other Sources (801-6879) \$ 569,172 \$ (183,022) \$ 386,150 \$ - \$ 386,150 Transfers Out and Other Uses (7610-7699) \$ 1,237,159 \$ (439,118) \$ 798,041 \$ 6,452 \$ 804,490 Contributions (880-8999) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	Certificated Salaries (1000-1999)	\$	56,584,535	\$	1,885,109	\$	58,469,645	\$	1,097,335	\$	59,566,980	
Books & Supplies (4000-4999) \$ 13,032,630 \$ (7,550,733) \$ 5,481,897 \$ (311,410) \$ 5,170,48 Services & Operating Expenses (5000-5999) \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$. \$ 8,814,343 \$. \$ 8,814,343 \$. \$ 8,814,343 \$. \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$. \$ 9,354,49 \$. \$ 935,449 \$. \$ 93	Classified Salaries (2000-2999)	\$	16,947,825	\$	1,040,771	\$	17,988,595	\$	477,534	\$	18,466,130	
Services & Operating Expenses \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$ - \$ 8,814,344	Employee Benefits (3000-3999)	\$	22,801,644	\$	643,610	\$	23,445,254	\$	462,169	\$	23,907,423	
(5000-5999) \$ 9,096,694 \$ (282,351) \$ 8,814,343 \$ - \$ 8,814,344 Capital Outlay (6000-8999) \$ 1,631,166 \$ (695,717) \$ 935,449 \$ - \$ 935,449 Other Outgo (7100-7299) (7400-7499) \$ 1,464,913 \$ 36,000 \$ 1,500,913 \$ - \$ 1,500,91		\$	13,032,630	\$	(7,550,733)	\$	5,481,897	\$	(311,410)	\$	5,170,487	
Capital Outlay (6000-6999) \$ 1,631,166 \$ (695,717) \$ 935,449 \$ - \$ 935,449 Other Outgo (7100-7299) (7400-7499) \$ 1,464,913 \$ 36,000 \$ 1,500,913 \$ - \$ 1,500,913 Direct support/Indirect Costs (7300-7399) \$ 599,276 \$ (800,000) \$ (200,724) \$ - \$ (200,724) \$ - \$ (200,722) TOTAL EXPENDITURES \$ 122,158,683 \$ (5,723,311) \$ 116,435,372 \$ 1,725,628 \$ 118,161,000 OPERATING SURPLUS (DEFICIT) \$ (3,105,797) \$ 6,402,667 \$ 3,296,870 \$ 776,437 \$ 4,073,300 DIRECT Transfers In and Other Sources (8910-8979) \$ 569,172 \$ (183,022) \$ 386,150 \$ - \$ 386,150 DIRECT Transfers Out and Other Uses (7610-7699) \$ 1,237,159 \$ (439,118) \$ 798,041 \$ 6,452 \$ 804,490 DIRECT DEFICITS (3,773,784) \$ 6,658,763 \$ 2,884,979 \$ 769,984 \$ 3,654,965 DIRECT DEFICITS (3,773,784) \$ 6,658,763 \$ 2,884,979 \$ 769,984 \$ 3,654,965 DIRECT DEFICITS (9793 & 9795) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$		\$	9,096,694	\$	(282,351)	\$	8,814,343	\$	_	\$	8,814,343	
T499 \$ 1,464,913 \$ 36,000 \$ 1,500,913 \$ - \$ 1,500,915 Direct support/Indirect Costs (7300-7399) \$ 599,276 \$ (800,000) \$ (200,724) \$ - \$ (200,724) TOTAL EXPENDITURES \$ 122,158,683 \$ (5,723,311) \$ 116,435,372 \$ 1,725,628 \$ 118,161,000 OPERATING SURPLUS (DEFICIT) \$ (3,105,797) \$ 6,402,667 \$ 3,296,870 \$ 776,437 \$ 4,073,300 Transfers In and Other Sources (8910-8979) \$ 569,172 \$ (183,022) \$ 386,150 \$ - \$ 386,150 Transfers Out and Other Uses (7610-7699) \$ 1,237,159 \$ (439,118) \$ 798,041 \$ 6,452 \$ 804,490 Contributions (8980-8999) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	Capital Outlay (6000-6999)	\$	1,631,166	\$	(695,717)	\$	935,449	\$	-	\$	935,449	
TOTAL EXPENDITURES \$ 122,158,683 \$ (5,723,311) \$ 116,435,372 \$ 1,725,628 \$ 118,161,00 OPERATING SURPLUS (DEFICIT) \$ (3,105,797) \$ 6,402,667 \$ 3,296,870 \$ 776,437 \$ 4,073,30 Transfers in and Other Sources (8910-8979) \$ 569,172 \$ (183,022) \$ 386,150 \$ - \$ 386,150 \$ - \$ 386,150 \$ Contributions (8980-8999) \$ 1,237,159 \$ (439,118) \$ 798,041 \$ 6,452 \$ 804,49 CONTRIBUTIONS (8980-8999) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	7499)	\$	1,464,913	\$	36,000	\$	1,500,913	\$	<u>-</u>	\$	1,500,913	
OPERATING SURPLUS (DEFICIT) \$ (3,105,797) \$ 6,402,667 \$ 3,296,870 \$ 776,437 \$ 4,073,30 Transfers In and Other Sources (8910-8979) \$ 569,172 \$ (183,022) \$ 386,150 \$ - \$ 386,150 Transfers Out and Other Uses (7810-7699) \$ 1,237,159 \$ (439,118) \$ 798,041 \$ 6,452 \$ 804,49 Contributions (8980-8999) \$ - \$ - \$ - \$ - \$ - \$ \$ - \$ - \$ - \$ \$ - \$ - \$ - \$ - \$ \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -		\$	599,276	\$	(800,000)	\$	(200,724)	\$	-	\$	(200,724)	
Transfers in and Other Sources (8910-8979) \$ 569,172 \$ (183,022) \$ 386,150 \$ - \$ 386,150 Transfers Out and Other Uses (7610-7699) \$ 1,237,159 \$ (439,118) \$ 798,041 \$ 6,452 \$ 804,49 Contributions (8980-8999) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	TOTAL EXPENDITURES	\$	122,158,683	\$	(5,723,311)	\$	116,435,372	\$	1,725,628	\$	118,161,001	
(8910-8979) \$ 569,172 \$ (183,022) \$ 386,150 \$ - \$ 386,150 \$ Transfers Out and Other Uses (7610-7699) \$ 1,237,159 \$ (439,118) \$ 798,041 \$ 6,452 \$ 804,49 \$ Contributions (8980-8999) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$		\$	(3,105,797)	\$	6,402,667	\$	3,296,870	\$	776,437	\$	4,073,306	
(7610-7699) \$ 1,237,159 \$ (439,118) \$ 798,041 \$ 6,452 \$ 804,49 Contributions (8980-8999) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$		\$_	569,172	\$	(183,022)	\$	386,150	\$	<u>-</u>	\$	386,150	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE \$ (3,773,784) \$ 6,658,763 \$ 2,884,979 \$ 769,984 \$ 3,654,965 BEGINNING BALANCE (9791) \$ 9,791,342 \$ (3,773,784) \$ 6,017,559 \$ 2,884,979 \$ 8,902,53 Audit Adjustments/Restatements (9793 & 9795) \$ - \$ - \$ - \$ - \$ CURRENT-YEAR ENDING BALANCE \$ 6,017,559 \$ 2,884,979 \$ 8,902,538 \$ 3,654,963 \$ 12,557,50 COMPONENTS OF ENDING BALANCE: Reserved Amounts (9711-9740) \$ 236,000 \$ - \$ 236,000 \$ - \$ 236,000 Reserved for Economic Uncertainties (9770) \$ 3,615,944 \$ (98,942) \$ 3,517,002 \$ 51,962 \$ 3,568,965		\$	1,237,159	\$	(439,118)	\$	798,041	\$	6,452	\$	804,493	
(DECREASE) IN FUND BALANCE \$ (3,773,784) \$ 6,658,763 \$ 2,884,979 \$ 769,984 \$ 3,654,965 BEGINNING BALANCE (9791) \$ 9,791,342 \$ (3,773,784) \$ 6,017,559 \$ 2,884,979 \$ 8,902,53 Audit Adjustments/Restatements (9793 & 9795) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ CURRENT-YEAR ENDING BALANCE \$ 6,017,559 \$ 2,884,979 \$ 8,902,538 \$ 3,654,963 \$ 12,557,500 COMPONENTS OF ENDING BALANCE \$ 6,017,559 \$ 2,884,979 \$ 8,902,538 \$ 3,654,963 \$ 12,557,500 Reserved Amounts (9711-9740) \$ 236,000 \$ - \$ 236,000 \$ - \$ 236,000 \$ - \$ 236,000 \$ - \$ 236,000 \$ - \$ 3,568,960 Collection (9770) \$ 3,615,944 \$ (98,942) \$ 3,517,002 \$ 51,962 \$ 3,568,960 Collection (9775-9780)	· · · · · · · · · · · · · · · · · · ·	\$		\$	_	\$		\$	_	\$	<u>-</u>	
Audit Adjustments/Restatements (9793 & 9795) \$ - \$ - \$ - \$ - \$ CURRENT-YEAR ENDING BALANCE \$ 6,017,559 \$ 2,884,979 \$ 8,902,538 \$ 3,654,963 \$ 12,557,50 COMPONENTS OF ENDING BALANCE: Reserved Amounts (9711-9740) Reserved for Economic Uncertainties (9770) \$ 3,615,944 \$ (98,942) \$ 3,517,002 \$ 51,962 \$ 3,568,96	ll '	\$_	(3,773,784)	\$	6,658,763	\$	2,884,979	\$	769,984	\$	3,654,963	
(9793 & 9795) \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	BEGINNING BALANCE (9791)	\$	9,791,342	\$	(3,773,784)	\$	6,017,559	\$	2,884,979	\$	8,902,538	
\$ 6,017,559 \$ 2,884,979 \$ 8,902,538 \$ 3,654,963 \$ 12,557,500	II	\$	_	\$	_	\$	-	\$		\$	-	
Reserved Amounts (9711-9740) \$ 236,000 \$ - \$ 236,000 \$ - \$ 236,000 \$ - \$ 236,000 \$ Capable Control of the Contr	CURRENT-YEAR ENDING BALANCE	\$	6,017,559	\$	2,884,979	\$	8,902,538	\$	3,654,963	\$	12,557,501	
Reserved for Economic Uncertainties (9770) \$ 3,615,944 \$ (98,942) \$ 3,517,002 \$ 51,962 \$ 3,568,96	COMPONENTS OF ENDING BALANCE:											
(9770) \$ 3,615,944 \$ (98,942) \$ 3,517,002 \$ 51,962 \$ 3,568,96	II	\$	236,000	\$	-	\$	236,000	\$	-	\$	236,000	
Other Designated Amounts (9775-9780)	17	\$	3,615,944	\$	(98,942)	\$	3,517,002	\$	51,962	\$	3,568,965	
0 \$ (0) \$ \$	Other Designated Amounts (9775-9780)	\$					_	\$	-	\$		
	Unappropriated Amounts (9790)	1					5,149,535		3,603,001		8,752,536	

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

	Fiscal Year	(06 - 07)	(07 - 08)	(08 - 09)
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	123,395,842	\$	117,233,413	\$	118,965,494
b.	State Standard Minimum Reserve Percentage for this District Enter Percentage:		3%		3%		3%
С	State Standard Minumum Reserve Amount for this District (For districts with les than 1,001 ADA, this is the greater of Line a times Line b, or \$50,000)	\$	3,701,875	\$	3,517,002	\$	3,568,965

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 3,615,944	\$ '	3,517,002	\$ 3,568,965
b.	General Fund Budgeted Unrestricted Unappropriates Amount (9790)	\$ 2,165,614	\$	5,149,535	\$ 8,752,536
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ 4	\$	-	\$ -
d.	Special Reserve Fund (Fund 17)Budgeted Unrestricted Unappropriates Amount (9790)	\$	\$	_	\$ · -
e.	Total Available Reserves	\$ 5,781,558	\$	8,666,537	\$ 12,321,501
f.	Reserves in Excess of State Reserve Standard	\$ 2,079,683	\$	5,149,535	\$ 8,752,536

<u>NOTE:</u> If Amount on line 2f is negative for any year, the district should not certify that it can afford the proposed settlement. Adjustments should be reflected in order to maintain the required State Minimum Reserves.

ᄌ COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT (BRL)

	T.	<u>E</u>	(<u>9</u>	3	(e)	<u>a</u>	ন	ē			(a.)	-	
.					Ì				·	ı			
Proposed agreement is within/(exceeds) change in deficited BRL: (h) minus (i	Total Compensation Percentage Increase (Page 1, Section A, Line 5)	Percentage Change in BRL per ADA with Deficit: (g) divided by (a)	Change in BRL per ADA with Deficit: (f) minus (a)	Current-Year BRL per ADA with Deficit: (b) minus (e)	Less: Deficit (percentage), if applicable	Percentage change in BRL per ADA: (c) divided by (a)	Change in BRL per ADA: (b) minus (a)	Current-Year BRL per ADA:	Plus: Equalization Aid, if any (enter amount per ADA)	Plus: COLA (enter amount per ADA)	Prior-year Base Revenue Limit (BRL) per ADA :	Fisc	
ns (i)			€5	€9			€	€	\$	€	€	Fiscal Year: (
		0.029142761	155.89 \$	5,505.18 \$	0.991%	0.039444487	211.00 \$	5,560.29 \$	49	211.00 \$	5,349.29 \$	05-06) (Prior Year
0.70%	4.84%	0.055392794	308.00 \$	5,868.29 \$	0.000%	0.055392794	308.00 \$	5,868.29 \$	-	308.00 \$	5,560.29 \$	06 - 07	
-5.66%	8.94%	0.032888627	193.00 \$	6,061.29 \$	0.000%	0.032888627	193.00 \$	6,061.29 \$	- \$	193.00 \$	5,868.29 \$	(07 - 08) (
-6.93%	9.55%	0.02623204	159.00	6,220.29	0.000%	0.02623204	159.00	6,220.29	•	159.00	6,061.29	08 - 09	

Provide an explanation if the total settlement percentage increase is greater than the percentage change in deficited BRL per ADA:

Disclosure of Collective Bargaining Agreement Page 10 of 11

L. CERTIFICATION No. 1 of 2

To be signed by the District Superintendent upon submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

the Governing Board for public disclosure of the major provision Proposed Collective Bargaining Agreement") in accordance wit 3547.5. The budget revisions, as itemized in Section G pages 3 D of pages 7a-c, are necessary to meet the costs of the agreen	th the requirements of AB 1200 and Government Code Section B-4 and included in Column 2 of pages 5a-g and Columns B and ment in each year of its term. The district must submit, to the sary to fulfill the terms of this agreement within 45days (EC42142)
·	
District Superintendent (or Designee) Signature	Date .
Dr. Casey Goodall	(209) 830-3200
Contact Person	Phone Number
After public disclosure of the major provisions contained i	n this Summary, the Governing Board, at its meeting on
February 13, 2007 , took action to appro	ove the proposed Agreement with the
TSMA	Bargaining Unit and acknowledges
that the budget revisions as itemized in Section G pages 3 and D of pages 7a-c are necessary to meet the costs of the to the County Superintendent of Schools, the budget revis 45days (EC42142) or the next interim report (GC 3547.5 c),	4 and included in Column 2 of pages 5a-g and Columns B agreement in each year of its term. The district must submit, ions necessary to fulfill the terms of this agreement within
President (or Clerk), Governing Board Signature	Date

Special Note: The San Joaquin County Office of Education may request additional information, as necessary, to review the district's compliance with requirements.

M. CERTIFICATION No. 2 of 2

This certification must be signed by the District Superintendent and Chief Business Official at the time of Public Disclosure.

In accordance with the requirements of Government Code Section 3547.5 (b), the Superintendent and Chief Business Official of								
Tracy Unified School District,								
hereby certify that the District can meet the costs incurred under this agree	ement between the District and the							
TSMA Bargaining Unit								
for the current and subsequent fiscal yea	rs.							
The budget revisions necessary to meet the cost of the agreement in the current year are itemized on page 3 in Section G 1. and included in Column 2 page(s) 5a through 5g of this disclosure. The budget revisions necessary to meet the cost of this agreement in each subsequent year of this agreement are itemized on page 4 in Section G 2 and 3 and are included in columns B and D of pages 7a through 7c of this disclosure.								
District Superintendent Signature	Date							
Chief Business Official Signature	Date							