

Galt Joint Union Elementary School District
Board of Education
“Building a Bright Future for All Learners”

Regular Board Meeting
Wednesday, March 27, 2019
5:45 p.m. Closed Session
7:00 p.m. Open Session

Galt City Hall Chamber
380 Civic Drive, Galt, CA 95632

AGENDA

Anyone may address the Board regarding any item that is within the Board’s subject matter jurisdiction. However, the Board may not take action on any item which is not on this agenda as authorized by Government Code Section 54954.2.

Community members and employees may address items on the agenda by filling out a speaker’s request form and giving it to the board meeting assistant prior to the start of that agenda item.

Comments are limited to no more than 3 minutes or less pending Board President approval.

A. 5:45 p.m. – Closed Session: Galt City Hall Chamber Conference Room

B. Announce Items to be Discussed in Closed Session, Adjourn to Closed Session

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Non-Represented Employees
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957
 - Superintendent

C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session

D. Public Comments for topics not on the agenda

Public comment should be limited to three minutes or less pending Board President approval. Community members who cannot wait for the related agenda item may also request to speak at this time by indicating this on the speaker’s request form.

E. Recognition

1. Galt Community of Character Coalition Award for Caring and Compassion

F. Communications

1. Dave W. Gordon, Sacramento County Superintendent of Schools, Recognition of Trustee, John Gordon being named Galt Herald “Person of the Year”

G. Reports

LCAP GOAL 1

Develop and implement a personalized learning and strengths-based growth plan for every learner that articulates and transitions to high school learning pathways while closing the achievement gap.

1. Central Valley Foundation Pre-Kindergarten Grant Proposal Timeline and Family Engagement Training
2. Sacramento County Office of Education (SCOE) Board of Trustee: Family Engagement Presentation

LCAP GOAL 2

Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.

LCAP GOAL 3

Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.

1. Local Control Accountability Plan (LCAP) Update: Parent Survey Results and Upcoming Meetings
2. California School Boards Association (CSBA) Legislative Action Day

LCAP GOAL 4

School facilities are safe, healthy, hazard free, clean and equipped for 21st century learning.

1. Measure K Update
2. School Furniture Analysis
3. Food Services

H. Routine Matters/New Business

171.992 Consent Calendar

MOTION

a. Approval of the Agenda

At a regular meeting, the Board may take action upon an item of business not appearing on the posted agenda if, first, the Board publicly identifies the item, and second, one or more of the following occurs:

- 1) The Board, by a majority vote of the full Board, decides that an emergency (as defined in Government Code section 54956.5) exists; or
- 2) Upon a decision by a two-thirds vote of the Board, or if less than two-thirds of the Board members are present, a unanimous vote of those present, the Board decides that there is a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted; or
- 3) The item was posted on the agenda of a prior meeting of the Board occurring not more than five calendar days prior to the date of this meeting, and at the prior meeting, the item was continued to this meeting.

b. Minutes: February 27, 2019 Regular Board Meeting Minutes: March 11, 2019 Special Closed Session Meeting

c. Payment of Warrants:

Vendor Warrant Numbers: 19454519-19454596, 19456128-19456177, 19457667-010599, 19459405-19459498

Certificated/Classified Payrolls Dated: 2/28/19, 3/8/19, 3/15/19

d. Personnel

1. Resignations/Retirement
2. Leave of Absence Requests
3. New Hires

e. Donations

171.993 Consent Calendar (Continued) – Items Removed for Later Consideration

CC
Items
Removed

171.994	Board Consideration of Approval of Resolution #11; Resolution To Reduce Or Eliminate Classified Staff Due To Lack Of Work/Lack Of Funds	MOTION
171.995	Board Consideration of Approval of GJUESD 2017-18 Measure K Bond Audit Report by Christy White Associates	MOTION
171.996	Board Consideration of Approval of Resolution No. 12 Authorizing the Filing of Documents Under the State School Facility Program – Applications Received Beyond Bond Authority List	MOTION
171.997	Board Consideration of Approval of Contract Agreement Between GJUESD and KCB Investments LLC for Project Inspection Services at Greer Elementary School	MOTION
171.998	Board Consideration of Approval of Lease-Leaseback Preconstruction Services Agreement with S+B James Construction Management Company for Greer Elementary School	MOTION

I. Pending Agenda Items

1. Technology and Learning
2. School District Properties
3. SELPA
4. Budget Reserve Policy Research
5. Social Media & Board Protocol

J. Public Comments for topics not on the agenda

Public comment should be limited to three minutes or less pending Board President approval.

K. Adjournment

The next regular meeting of the GJUESD Board of Education: April 24, 2019

Board agenda materials are available for review at the address below.

Individuals who require disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing:

Karen Schauer Ed.D., District Superintendent
 Galt Joint Union Elementary School District
 1018 C Street, Suite 210, Galt, CA 95632
 (209) 744-4545



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632
 209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date: March 27, 2019	Agenda Item: Closed Session
Presenter: Karen Schauer	Action Item: Information Item: XX Public Hearing:

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
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Presenter: Karen Schauer	Action Item: Information Item: XX Public Hearing:

1. Galt Community of Character Coalition Award for Caring and Compassion
 - Jennifer Taylor
 - Rafael Varelas



Board Meeting Agenda Item Information

Meeting Date: March 27, 2019	Agenda Item: Communications
Presenter: Karen Schauer	Action Item: Information Item: XX
<p>1. Dave W. Gordon, Sacramento County Superintendent of Schools, Recognition of Trustee, John Gordon being named Galt Herald "Person of the Year"</p>	

David W. Gordon
Superintendent

February 20, 2019

BOARD OF EDUCATION

O. Alfred Brown, Sr.
President

Joanne Ahola
Vice President

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Harold Fong, M.S.W.

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Bina Lefkovitz

Karina Talamantes

John Gordon, Trustee
Galt Joint Union Elementary School District
1018 C Street, Suite 210
Galt, CA 95632

Dear John:

Congratulations on being named the Galt Herald "Person of the Year." You truly deserve this recognition because of your long-term dedication to the Galt community. This is quite an honor, and a well-deserved one.

Serving as a mentor on the Galt Youth Commission provides you with keen insight adding to your value as a Trustee on the Galt Joint Union Elementary School District Board of Education. You are a true leader in your community and this recognition is a tribute to your hard work and dedication. The entire Galt community is truly fortunate to have you working with the children and families in your community.

The students and their families benefit greatly when community leaders such as you go the extra mile. Please accept my best wishes upon this achievement.

Sincerely,



David W. Gordon
Sacramento County Superintendent of Schools

DWG/TH/cjm

cc: Dr. Karen Schauer, Superintendent
Grace Malson, Board President





Board Meeting Agenda Item Information

Meeting Date: March 27, 2019	Agenda Item: Reports
Presenter: Karen Schauer	Action Item: Information Item: XX Public Hearing:

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1. **Central Valley Foundation Pre-Kindergarten Grant Proposal Timeline and Family Engagement Training**

Presenter: Donna Mayo-Whitlock, Educational Services Director

The district is completing a pre-kindergarten and English Learner proposal at the invitation of the Central Valley Foundation. The proposal will be submitted by April 8, 2019. The proposal is summarized below:

The GALT Pre-Kindergarten Bright Futures five year proposal prioritizes systems capacity building and collaboration to sustain and innovate a model pre-kindergarten program. With a focus upon pre-kindergarten for English learners, our children and families will begin their GJUESD experience with a stronger and more proactive learning foundation to advance cradle to career learning opportunities for college, career and life success.

Key model components include: 1) dual capacity building through research-based family engagement, 2) on-going professional learning, coherently articulated with TK-12 GALT Bright Futures initiatives, 3) growing over time a dual language immersion program 4) expanding family engagement and leadership opportunities beyond the school day, and 5) designing project evaluation for continuous improvement, sustainability and dissemination.

Attachments: CVF Proposal Timeline

U.S. Dept. of Education's Dual Capacity-Building Framework for Family-School Partnerships
Academic Parent-Teacher Teams (APTT), A project of WestEd

2. **Sacramento County Office of Education (SCOE) Board of Trustee: Family Engagement Presentation**

Presenter: Karen Schauer, Superintendent; Lois Yount, Business Services Director

On March 19, 2019, Lois Yount, Director of Business Services and Karen Schauer, Superintendent, presented family engagement efforts that are implemented in the Galt Joint Union Elementary School District. The two presentation slides are included. SCOE is working with area districts to strengthen and expand family engagement efforts across the Sacramento County region.

Attachment: GJUESD Family Engagement Presentation Slides

Pre-K English Learner Implementation Grant General Timeline

1. 2018-19 Planning Grant in process.
2. February 28th: Application for Implementation Grant sent to districts. Five year grant proposal includes new classified, certificated and administrator positions.
3. Early to Mid-March: Central Valley Foundation (CVF) will meet with districts to discuss DC Design's research report and the application process.
4. Mid- to Late-March: CVF will provide technical support for grant applications.
5. April 8th: Grant applications are due to CVF by 5pm.
6. Early May: CVF will make decisions regarding funding of grants and districts will be notified.
7. July 1st: 2019-2020 grant year begins.

**U. S. DEPARTMENT OF EDUCATION'S
Dual Capacity-Building Framework for Family-School Partnerships**

Lack of Opportunity [The Hechinger Report](#)
Capitol Hill panel discussion revealed that teachers are not prepared to work with families of diverse populations.

Build Capacity of School/Program Staff [Parent Empowerment Toolkit \(Texas\)](#)
A step-by-step guide on how to build capacity with teachers, administrators and parents

**THE
CHALLENGE**

Lack of opportunities for **School/Program Staff** to build the capacity for partnerships

Ineffective Family-School Partnerships

Lack of opportunities for **Families** to build the capacity for partnerships

Build Capacity of Parents/Families [Parent Empowerment Toolkit \(Texas\)](#)
A step-by-step guide on how to build capacity with teachers, administrators and parents

Linked to Learning [Academic Parent Teacher Team \(APTT\)](#)
APTT provides parents with information to be effective partners in the education of their children.

Relational [Home Visits](#)
Teachers visit the homes of their students to learn parents' aspirations for their children.

**OPPORTUNITY
CONDITIONS**

Process Conditions
Linked to Learning
Relational
Development vs. service orientation
Collaborative
Interactive

Organizational Conditions
Systemic: across the organization
Integrated: embedded in all programs
Sustained: with resources and infrastructure

Systemic across the organization [State Proclamation \(Colorado\)](#)
Purposely designed as a core component of state educational goals

Capabilities [Strategies to Build Partnerships](#), [Creative Ways to Engage Families](#), [Lessons Learned](#)
What does each individual, parent or teacher, bring to the table to enhance the home/school partnership

Connections [Family Engagement Infographic Research](#)
What connections or relationships has an individual built within the school, home and community

Cognition [Diversity Makes You Brighter](#), [Understanding Our Diverse Students By Understanding Ourselves First](#)
What are my assumptions, beliefs, and worldviews of different groups of people?

**POLICY AND
PROGRAM
GOALS**

To build and enhance the capacity of staff/families in the "4 C" areas:

- Capabilities (skills and knowledge)
- Connections (networks)
- Cognition (beliefs)
- Confidence (self-efficacy)

Capabilities [Family Engagement Resource Providers \(FERP\) Project](#)
The U.S. Department of Education's Office of Elementary and Secondary Education provides nation-wide family engagement support to State Education Agencies (SEAs) and their 21st Century Community Learning Centers (CCLC) through implementation of the [Family Engagement Resource Providers \(FERP\) Project](#). Family engagement experts develop relationships and collaborate with SEAs and 21st CCLC grantees to provide high-quality technical assistance. FERPs offer effective ways to engage families and strengthen partnerships between families, 21st CCLC OST (out-of-school time) programs, schools, and communities. These partnerships ultimately support the academic enrichment of students who attend 21st CCLC programs.

Honor and recognize [Maryland Parent Involvement Matters Award \(PIMA\)](#)
The [program](#) is the first of its kind in the nation to shine a spotlight on parents and those with legal responsibility for a child who have had a positive impact on public schools.

Connect family engagement to student learning
[Learning Matters Podcast](#) of Maria Paredes explaining the essential six components involved in Academic Parent Teacher Teams.

**FAMILY AND
STAFF
CAPACITY
OUTCOMES**

School and Program Staff who can
Honor and recognize families' funds knowledge
Connect family engagement student learning
Create welcoming, inviting cultures

Effective Family-School Partnerships Supporting Student Achievement & School Improvement

Families who can negotiate multiple roles
Supporters
Encouragers
Monitors
Advocates
Decision Makers
Collaborators

Decision Makers [Family and School Partnership in Education Month \(Colorado\)](#)
Parents/families become a part of the decision making process in the educational options for their children, school and community



Engaging Families in Student Learning

Optimizing Opportunities for Home and School Connections

Maria Paredes – mparede@wested.org - 480-823-9425

Who is WestEd?

Our Mission

WestEd — a nonpartisan, nonprofit research, development, and service agency — works with education and other communities throughout the United States and abroad to promote excellence, achieve equity, and improve learning for children, youth, and adults.

Our Talking Points Today




1. Support a unified understanding of family engagement
2. Build a path to engaging families in student learning
3. Discuss the basic principles of Academic Parent Teacher Teams (APTT)
4. Our approach to PD and support for APTT
5. APTT impact results

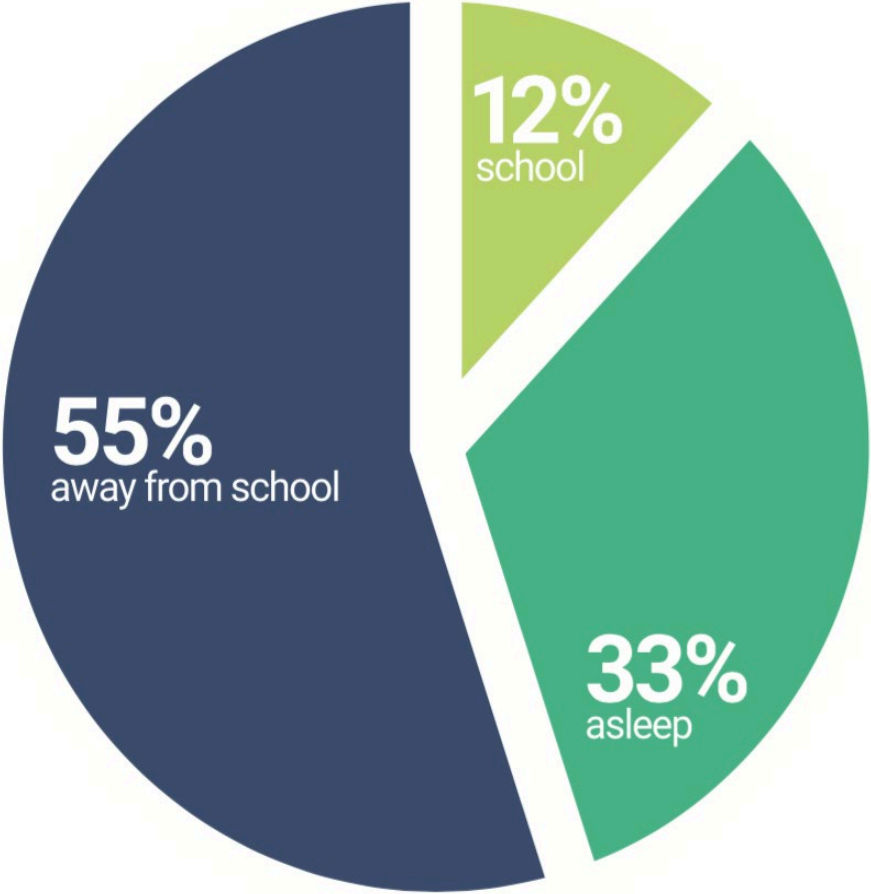


STUDENT LEARNING TIME

(One Year At a Glance)

Assuming 6 hours of instruction, 180 days per year, and 8 hours of sleep every day:

-  **School** = 1,080 hours per year
-  **Asleep** = 2,920 hours per year
-  **Away from school** = 4,760 hours per year



Family Engagement

Definition:

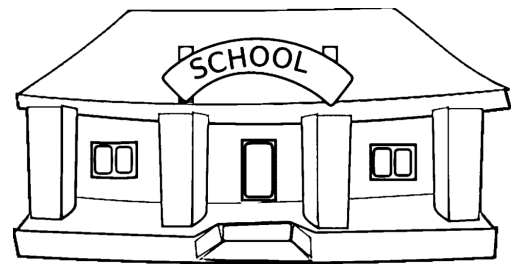
Family engagement is parent-teacher collaboration to drive student learning and achievement.



Two critical dimensions of family engagement:

1. Trusting relationships between educators and families; and
2. The connections of family engagement efforts to student learning.

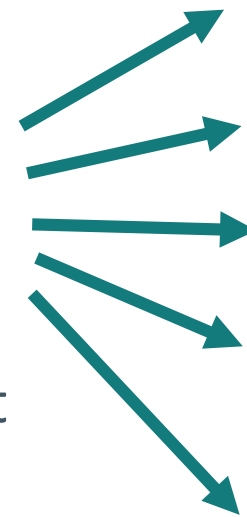
Family Engagement and Dual Capacity



Parent Involvement



Family Engagement



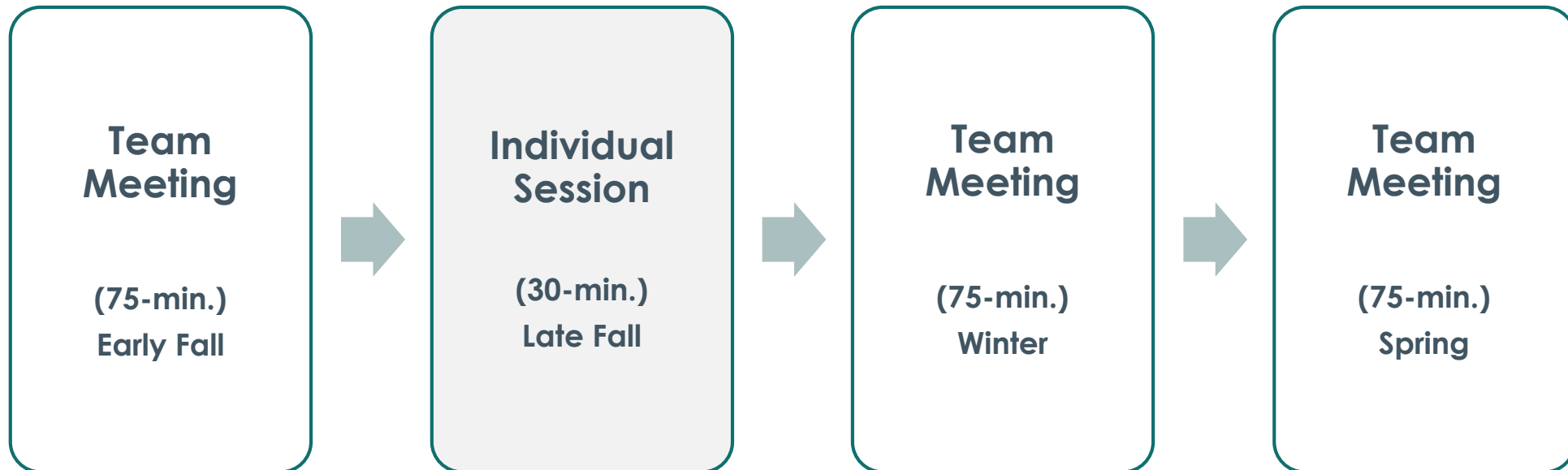
- Supporting Learning at Home
- Communicating High Expectations
- Monitoring Progress
- Family Time and Extracurricular Opportunities and Experiences
- Advocating for The Child

High Leverage Engagement

- ✓ Communication and data sharing
- ✓ At home learning activities
- ✓ Summer learning and community partnerships
- ✓ Open House/Orientation
- ✓ Year-long calendar and content
- ✓ Dual capacity development

Academic Parent Teacher Teams (APTT)
is a family engagement framework that supports communication, data sharing, home based learning strategies and relationship building between teachers and families.

Academic Parent Teacher Teams (APTT)



APTT Team Meetings: The Essential Elements

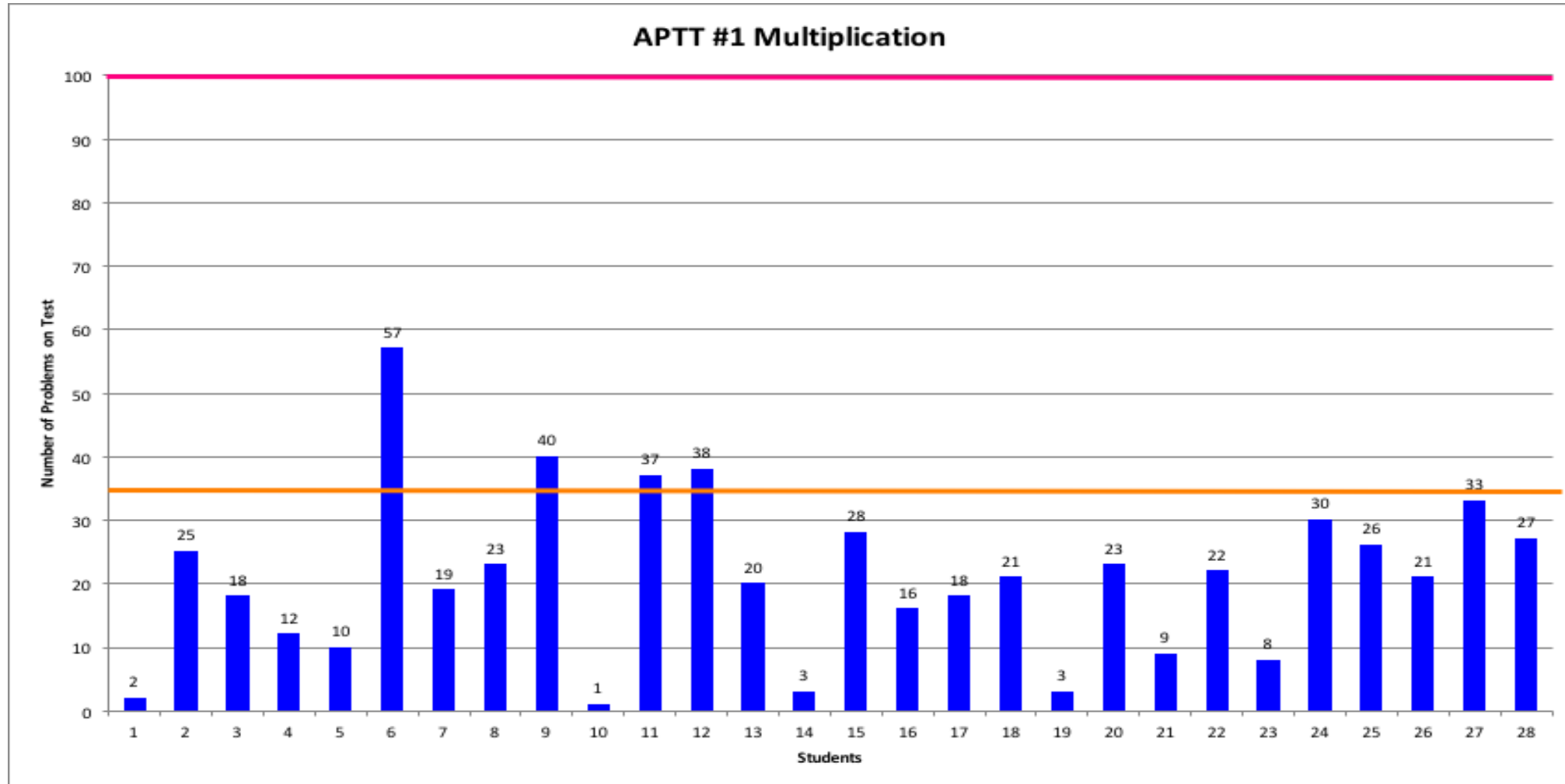
Team Meeting

(75-min.)

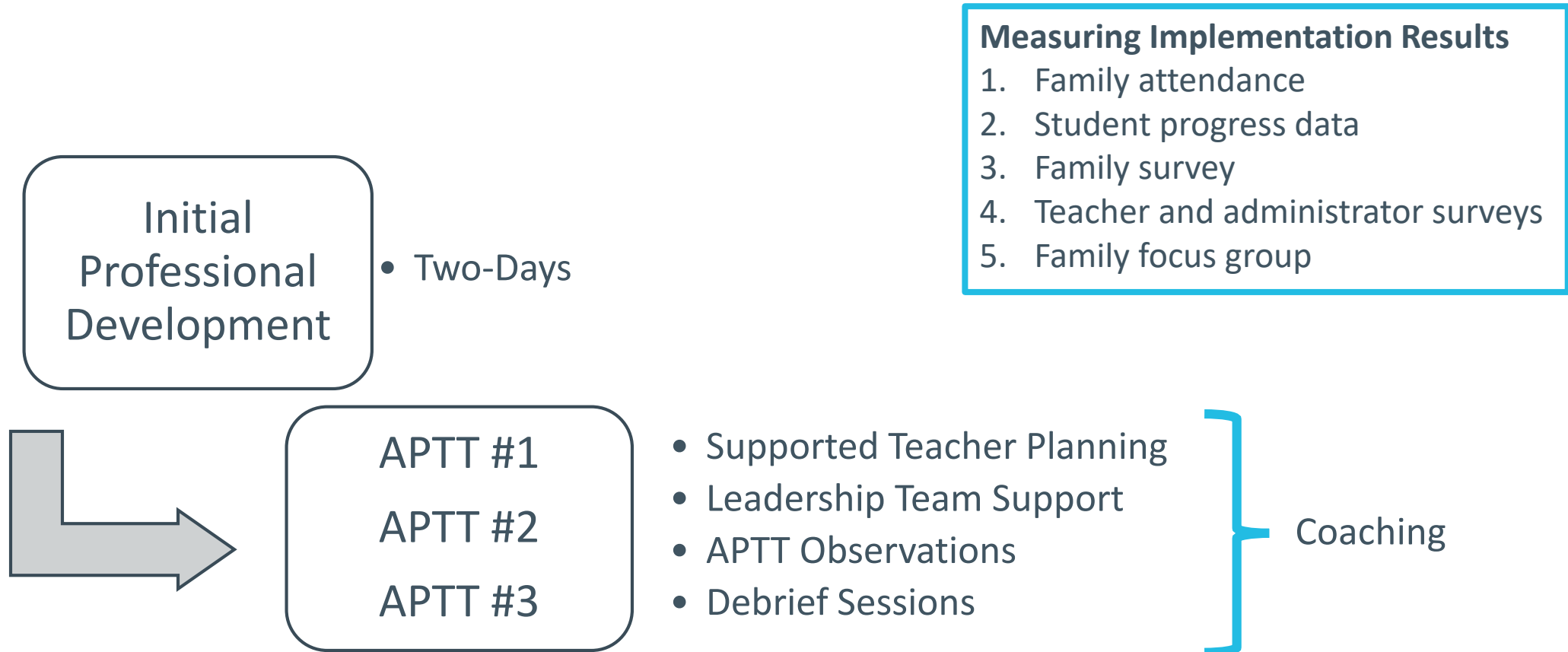


1. Welcome & Team Building
2. Foundational Grade Level Skills
3. Share Data
4. Model Practice Activities
5. Family Practice of Activities
6. Set S.M.A.R.T. Goals

Sharing Data With Families



Training and Cycles of Continuous Support



Summary of APTT Results/Impact

1. Improved student performance
2. Improved communication and collaboration between teachers and families
3. Teachers feel more confident engaging families
4. Data help families feel informed about their child's learning
5. Families report feeling better equipped to support learning at home
6. Almost equal numbers of fathers and mothers attending APTT meetings

Thank You!

Maria Paredes

mparede@wested.org

480.823.9425



Questions?



Galt Joint Union Elementary School District

Growing And Learning Together

FAMILY & COMMUNITY
E N G A G E M E N T

1. Pre-Kindergarten Family Supports and Opportunities
2. Strengths-Based Parenting Classes
3. Parent Leadership: District Advisory Committee (DAC), District English Learner Advisory Committee (DELAC), Parent Advisory Committee (PAC) for Special Education
4. Listening Circles for Continuous Improvement
5. Family Learning Nights
6. West Ed & Dual Capacity Building for Family School Partnerships
 - Academic Parent Teacher Teams (APTT)



Galt Joint Union Elementary School District

Family And Community Engagement

FAMILY & COMMUNITY
E N G A G E M E N T





LCAP GOAL 3

Processes and measures for continuous improvement and accountability are applied throughout the LEA including personalized evaluation processes.

1. Local Control Accountability Plan (LCAP) Update: Parent Survey Results and Upcoming Meetings

Presenter: Karen Schauer, Superintendent

Parent Feedback Surveys

A total of 581 surveys were completed by GJUESD parents. The 2019 district-wide results are summarized as an attachment and followed by the complete survey.

A sampling of survey comment themes or ideas include:

1. Interest in site level decision making opportunities
2. More frequent opportunities to know about child's progress
3. Clarity on website and school updates on calendar
4. Timely and transparent safety reporting when situations occur
5. Support staff training on student social-emotional and behavior approaches or needs
6. Higher expectations and learning challenge (rigor)

Attachments:

1. 2018-19 Parent Survey Results Summary

LCAP Meeting Dates

Meetings/Survey	Date	Location	Time
District Advisory Committee (DAC)	<ul style="list-style-type: none"> • February 5 • April 2 	District Office	3:30-5:00 p.m.
District English Learner Advisory Committee (DELAC)	<ul style="list-style-type: none"> • February 7 • April 4 	District Office	3:30-5:00 p.m.
LCAP Feedback Session (DAC, DELAC, School Site Council (SSC))	<ul style="list-style-type: none"> • May 7 	District Office	3:30-5:00 p.m.
LCAP Board of Trustees Study Session	<ul style="list-style-type: none"> • May 15 	To Be Determined	5:30 p.m.
LCAP Response to Feedback (DAC, DELAC, School Site Council (SSC))	<ul style="list-style-type: none"> • May 21 	District Office	3:30-5:30 p.m.
LCAP Public Hearing: Board of Trustees Special Meeting	<ul style="list-style-type: none"> • June 12 	To Be Determined	5:30 p.m.
Listening Circles	<ul style="list-style-type: none"> • February 26 	River Oaks	8:00-12:00 p.m.
	<ul style="list-style-type: none"> • March 8 	Marengo Ranch	
	<ul style="list-style-type: none"> • March 15 	Valley Oaks	
	<ul style="list-style-type: none"> • March 27 	McCaffrey	
	<ul style="list-style-type: none"> • April 12 	Greer	
Parent Survey	<ul style="list-style-type: none"> • February 		

2. California School Boards Association (CSBA) Legislative Action Day

Presenter: Karen Schauer, Superintendent; Thomas Silva, Board Trustee

On March 12, 2019, Mr. Thomas Silva, Board of Trustee, attended the CSBA Legislative Action Day. Mr. Silva will provide a report on the experience and key learnings.

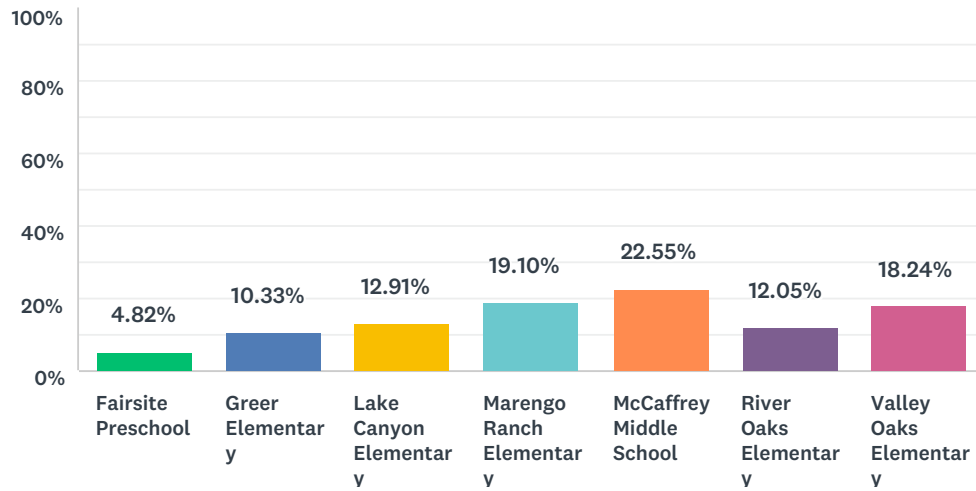
Attachments: Full & Fair Funding Fast Facts, Ed Week
Legislative Action Day Photo

2018-2019 PARENT SURVEY FEEDBACK

QUESTIONS		AGREE/ STRONGLY AGREE
Q1	School of attendance	
Q2	Grade	
Q3	Special Education Services	
Q4	English Learners	
Q5	ASES, Extended Day or BFLC Clubs	
Q6	School provides high quality instruction to my child	83%
Q7	School personalizes learning to meet my child's talents, interests and emotional needs	72%
Q8	School personalizes learning to meet my child's academic strengths and needs	73%
Q9	School treats students with respect	89%
Q10	School treats parents with respect	90%
Q11	School communicates the importance of respecting all cultural beliefs and practices	76%
Q12	School is a caring and inviting place for students to learn	85%
Q13	School helps students understand the consequences of their behavior and how to make better choices	77%
Q14	School is a safe place for my child	87%
Q15	School is clean and the facilities are well-maintained	86%
Q16	School reflects classrooms and other learning spaces that support high quality instruction	82%
Q17	School keeps me well-informed about school activities	83%
Q18	School responds to my phone calls, messages or e-mail in a prompt manner	88%
Q19	School takes parent concerns seriously	77%
Q20	School seeks the input of parents before making program changes or decisions	53%

Q1 Please select your child's school of attendance.

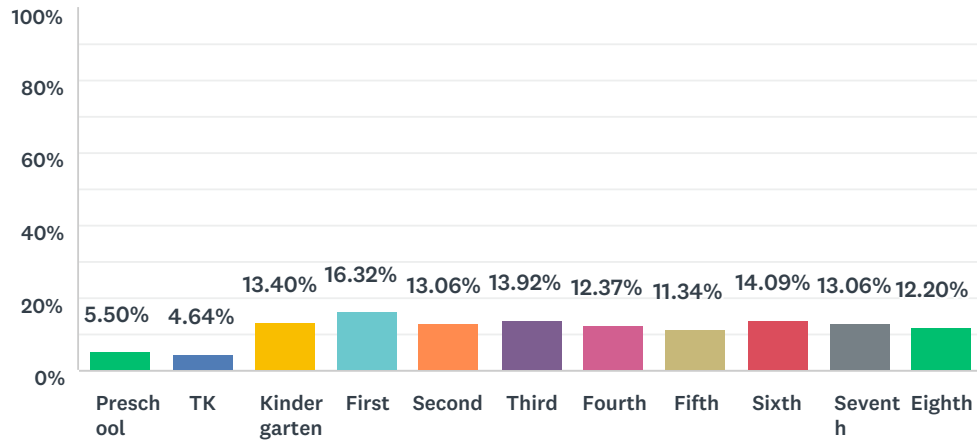
Answered: 581 Skipped: 1



ANSWER CHOICES	RESPONSES	
Fairsite Preschool	4.82%	28
Greer Elementary	10.33%	60
Lake Canyon Elementary	12.91%	75
Marengo Ranch Elementary	19.10%	111
McCaffrey Middle School	22.55%	131
River Oaks Elementary	12.05%	70
Valley Oaks Elementary	18.24%	106
TOTAL		581

Q2 What grade is your child in? (If you have multiple children in the school, please select all grades that apply.)

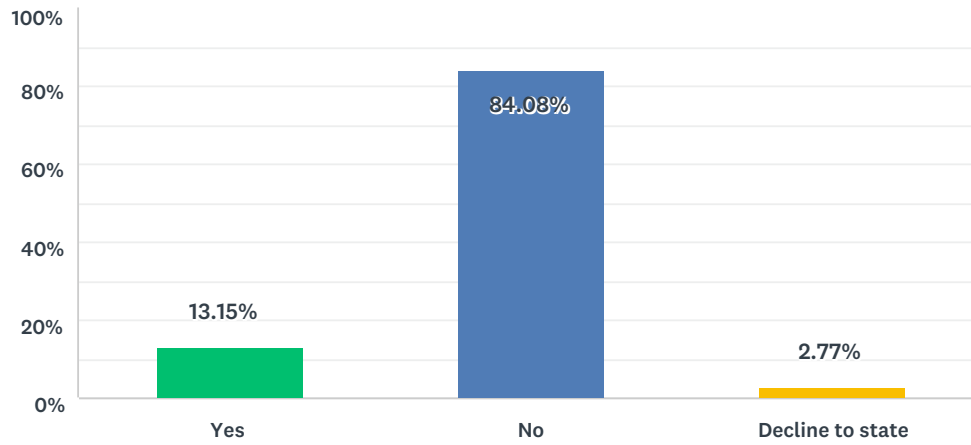
Answered: 582 Skipped: 0



ANSWER CHOICES	RESPONSES	
Preschool	5.50%	32
TK	4.64%	27
Kindergarten	13.40%	78
First	16.32%	95
Second	13.06%	76
Third	13.92%	81
Fourth	12.37%	72
Fifth	11.34%	66
Sixth	14.09%	82
Seventh	13.06%	76
Eighth	12.20%	71
Total Respondents: 582		

Q3 Do one or more of your children receive Special Education services?

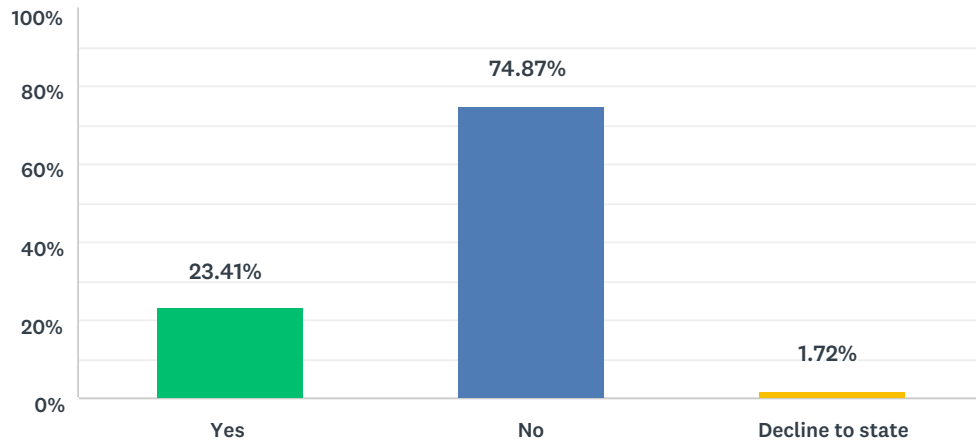
Answered: 578 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes	13.15%	76
No	84.08%	486
Decline to state	2.77%	16
TOTAL		578

Q4 Are one or more of your children an English Learner?

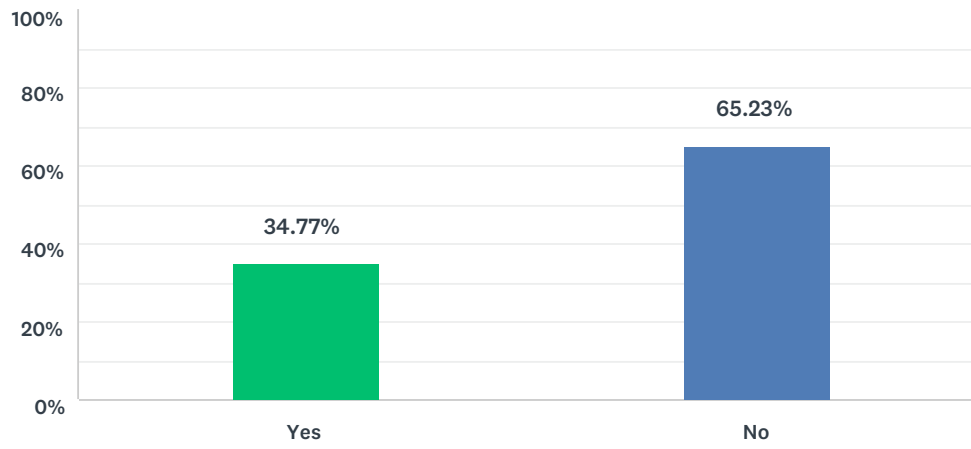
Answered: 581 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	23.41%	136
No	74.87%	435
Decline to state	1.72%	10
TOTAL		581

Q5 Do one or more of your children receive after school services such as ASES, Extended Day or BFLC Clubs?

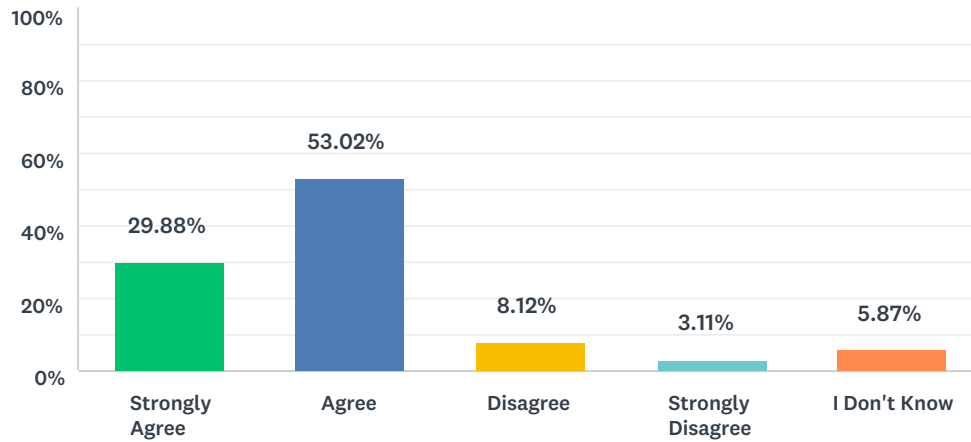
Answered: 581 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	34.77%	202
No	65.23%	379
TOTAL		581

Q6 My child's school provides high quality instruction to my child.

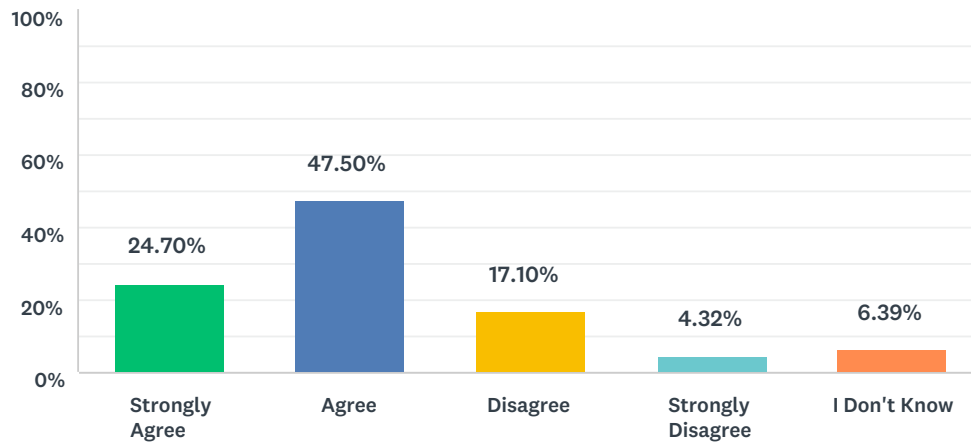
Answered: 579 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly Agree	29.88%	173
Agree	53.02%	307
Disagree	8.12%	47
Strongly Disagree	3.11%	18
I Don't Know	5.87%	34
TOTAL		579

Q7 My child's school personalizes learning to meet my child's talents, interests and emotional needs.

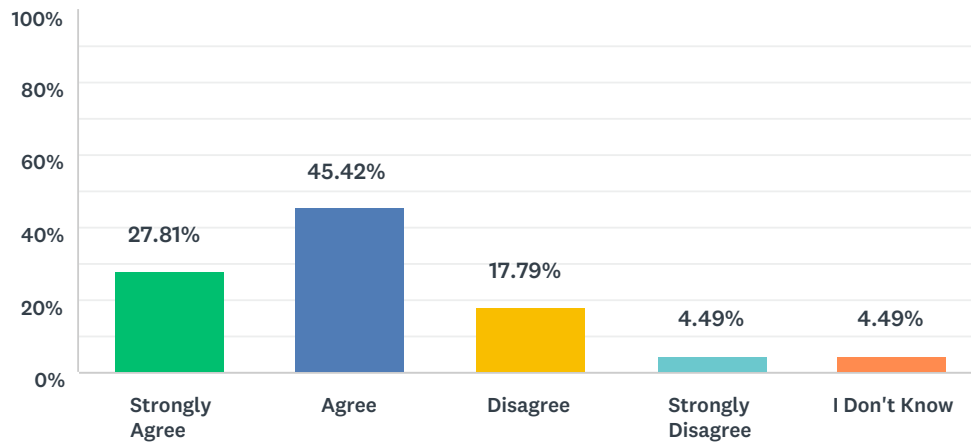
Answered: 579 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly Agree	24.70%	143
Agree	47.50%	275
Disagree	17.10%	99
Strongly Disagree	4.32%	25
I Don't Know	6.39%	37
TOTAL		579

Q8 My child's school personalizes learning to meet my child's academic strengths and needs.

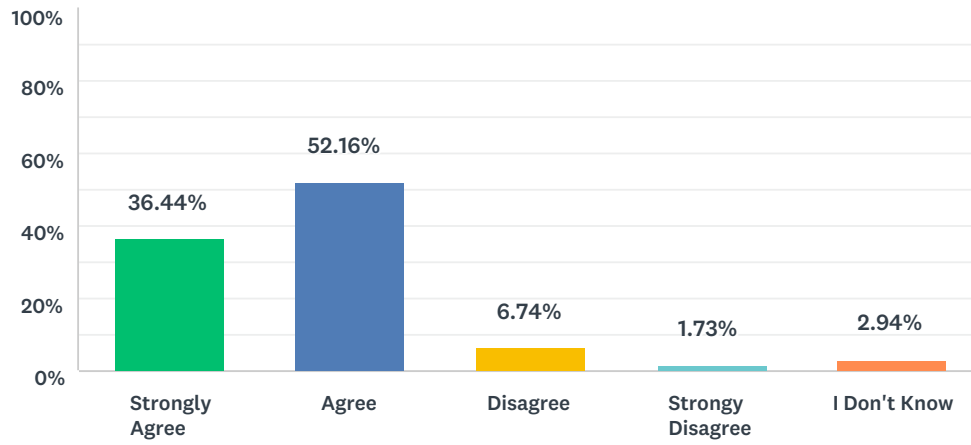
Answered: 579 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly Agree	27.81%	161
Agree	45.42%	263
Disagree	17.79%	103
Strongly Disagree	4.49%	26
I Don't Know	4.49%	26
TOTAL		579

Q9 My child's school treats students with respect.

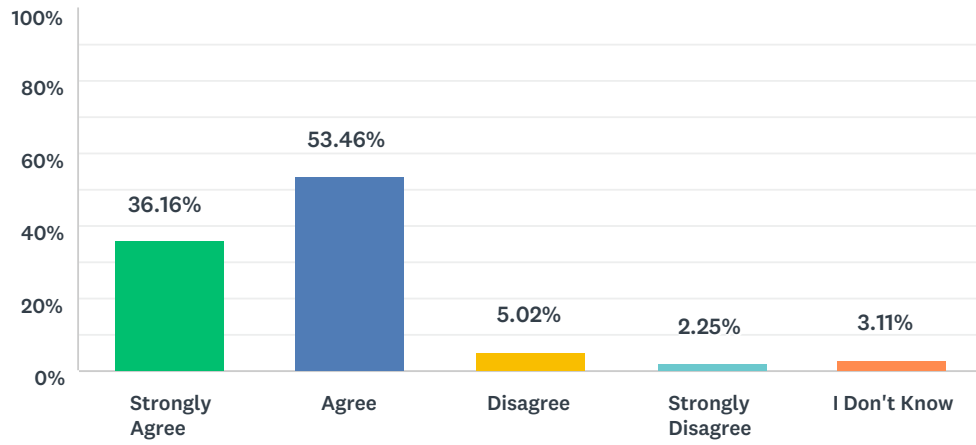
Answered: 579 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly Agree	36.44%	211
Agree	52.16%	302
Disagree	6.74%	39
Strongy Disagree	1.73%	10
I Don't Know	2.94%	17
TOTAL		579

Q10 My child's school treats parents with respect.

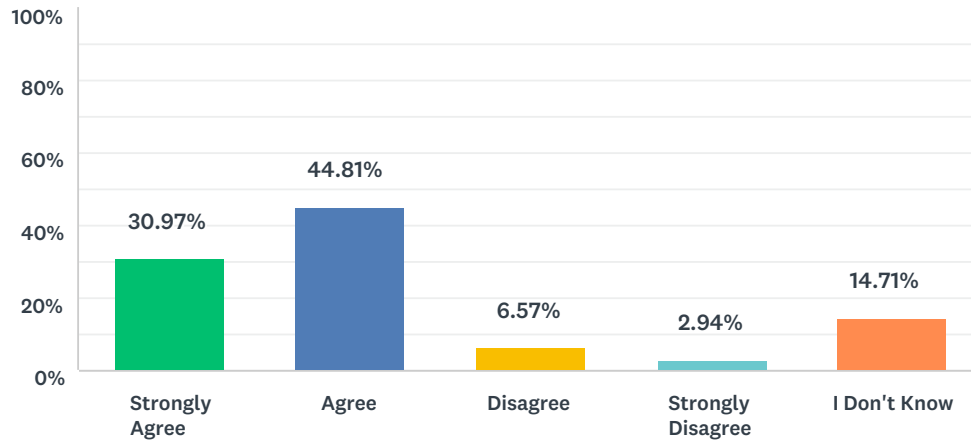
Answered: 578 Skipped: 4



ANSWER CHOICES	RESPONSES	
Strongly Agree	36.16%	209
Agree	53.46%	309
Disagree	5.02%	29
Strongly Disagree	2.25%	13
I Don't Know	3.11%	18
TOTAL		578

Q11 My child's school communicates the importance of respecting all cultural beliefs and practices.

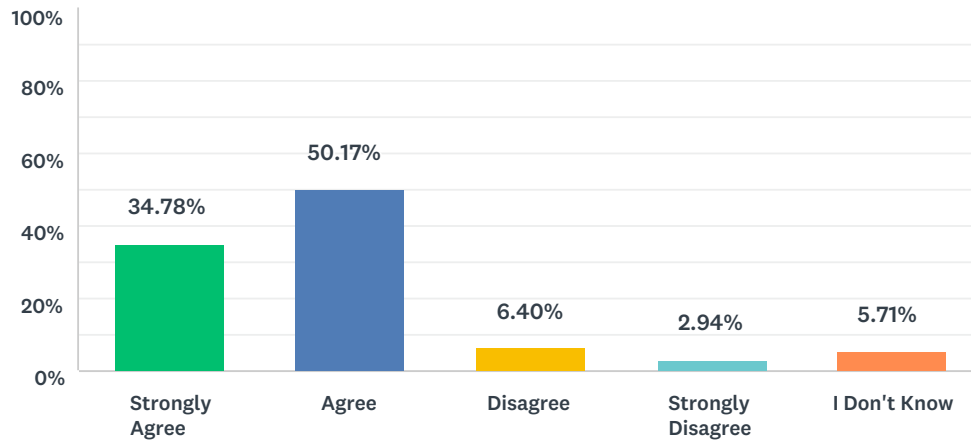
Answered: 578 Skipped: 4



ANSWER CHOICES	RESPONSES	
Strongly Agree	30.97%	179
Agree	44.81%	259
Disagree	6.57%	38
Strongly Disagree	2.94%	17
I Don't Know	14.71%	85
TOTAL		578

Q12 My child's school is a caring and inviting place for students to learn.

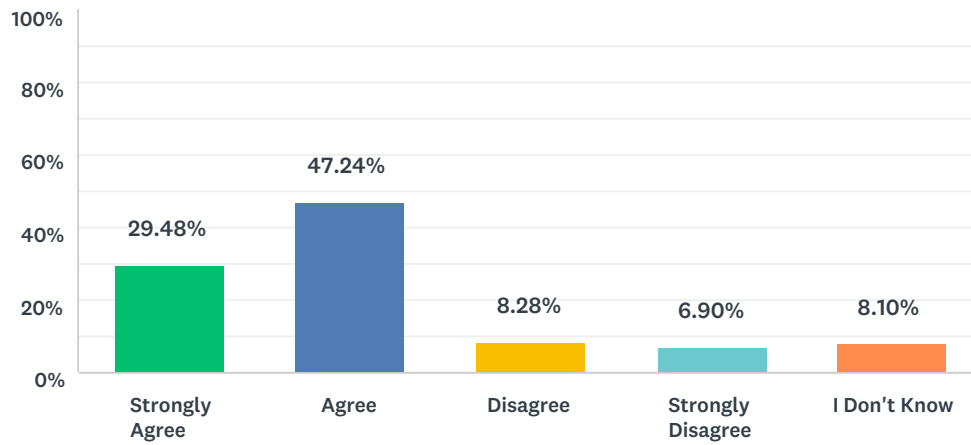
Answered: 578 Skipped: 4



ANSWER CHOICES	RESPONSES	
Strongly Agree	34.78%	201
Agree	50.17%	290
Disagree	6.40%	37
Strongly Disagree	2.94%	17
I Don't Know	5.71%	33
TOTAL		578

Q13 My child's school helps students understand the consequences of their behavior and how to make better choices.

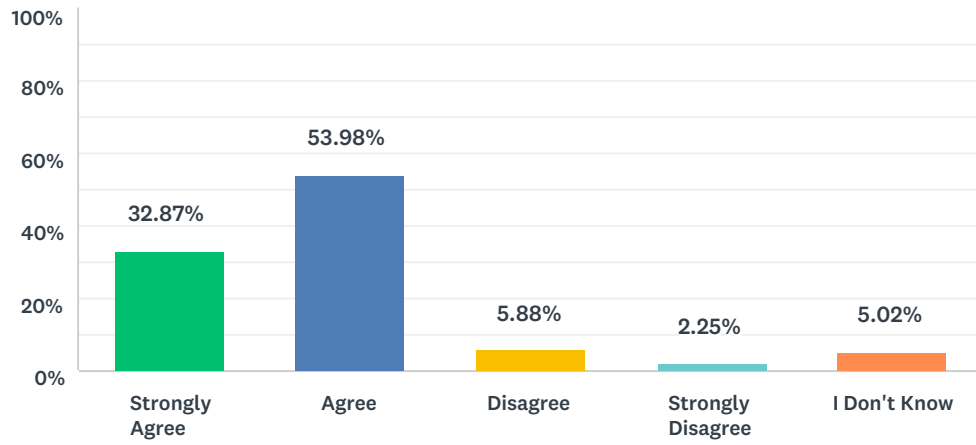
Answered: 580 Skipped: 2



ANSWER CHOICES	RESPONSES	
Strongly Agree	29.48%	171
Agree	47.24%	274
Disagree	8.28%	48
Strongly Disagree	6.90%	40
I Don't Know	8.10%	47
TOTAL		580

Q14 My child's school is a safe place for my child.

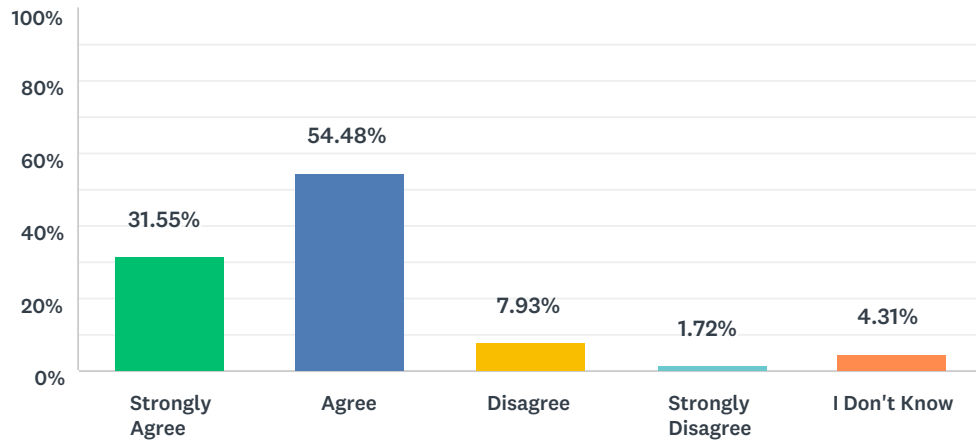
Answered: 578 Skipped: 4



ANSWER CHOICES	RESPONSES	
Strongly Agree	32.87%	190
Agree	53.98%	312
Disagree	5.88%	34
Strongly Disagree	2.25%	13
I Don't Know	5.02%	29
TOTAL		578

Q15 My child's school is clean and the facilities are well-maintained.

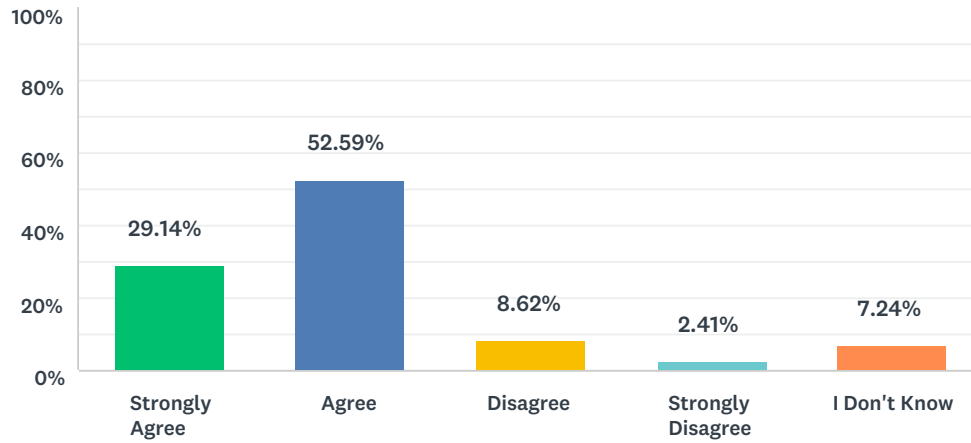
Answered: 580 Skipped: 2



ANSWER CHOICES	RESPONSES	
Strongly Agree	31.55%	183
Agree	54.48%	316
Disagree	7.93%	46
Strongly Disagree	1.72%	10
I Don't Know	4.31%	25
TOTAL		580

Q16 My child's school reflects classrooms and other learning spaces that support high quality instruction.

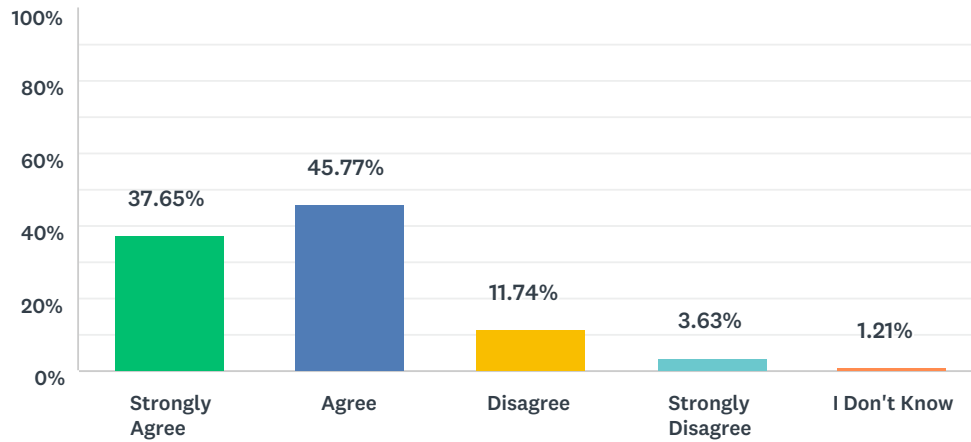
Answered: 580 Skipped: 2



ANSWER CHOICES	RESPONSES	
Strongly Agree	29.14%	169
Agree	52.59%	305
Disagree	8.62%	50
Strongly Disagree	2.41%	14
I Don't Know	7.24%	42
TOTAL		580

Q17 My child's school keeps me well-informed about school activities.

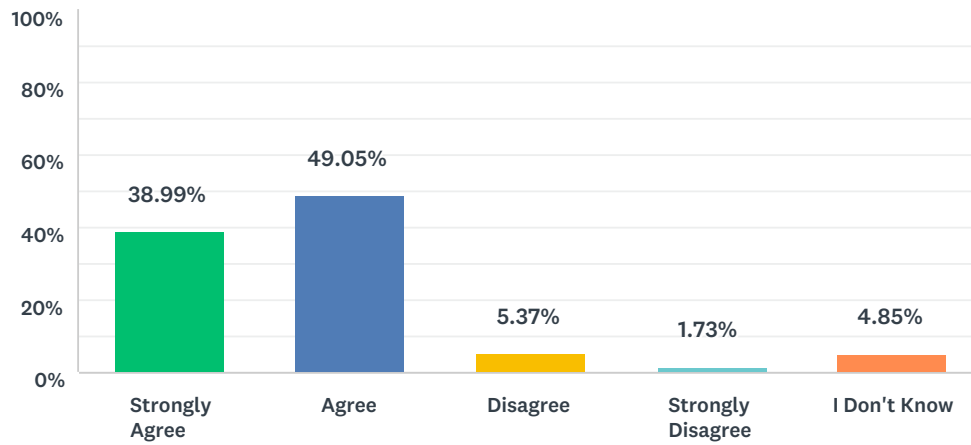
Answered: 579 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly Agree	37.65%	218
Agree	45.77%	265
Disagree	11.74%	68
Strongly Disagree	3.63%	21
I Don't Know	1.21%	7
TOTAL		579

Q18 My child's school responds to my phone calls, messages or email in a prompt manner.

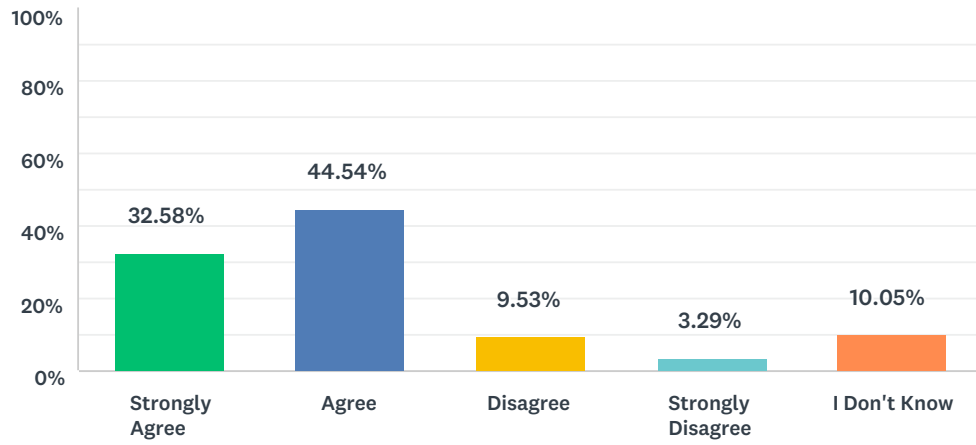
Answered: 577 Skipped: 5



ANSWER CHOICES	RESPONSES	
Strongly Agree	38.99%	225
Agree	49.05%	283
Disagree	5.37%	31
Strongly Disagree	1.73%	10
I Don't Know	4.85%	28
TOTAL		577

Q19 My child's school takes parent concerns seriously.

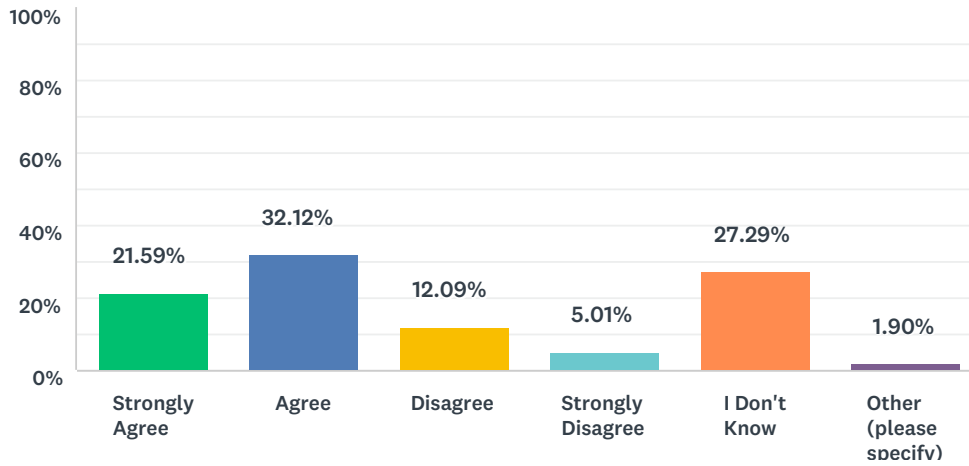
Answered: 577 Skipped: 5



ANSWER CHOICES	RESPONSES	
Strongly Agree	32.58%	188
Agree	44.54%	257
Disagree	9.53%	55
Strongly Disagree	3.29%	19
I Don't Know	10.05%	58
TOTAL		577

Q20 My child's school seeks the input of parents before making program changes or decisions.

Answered: 579 Skipped: 3



ANSWER CHOICES	RESPONSES	
Strongly Agree	21.59%	125
Agree	32.12%	186
Disagree	12.09%	70
Strongly Disagree	5.01%	29
I Don't Know	27.29%	158
Other (please specify)	1.90%	11
TOTAL		579

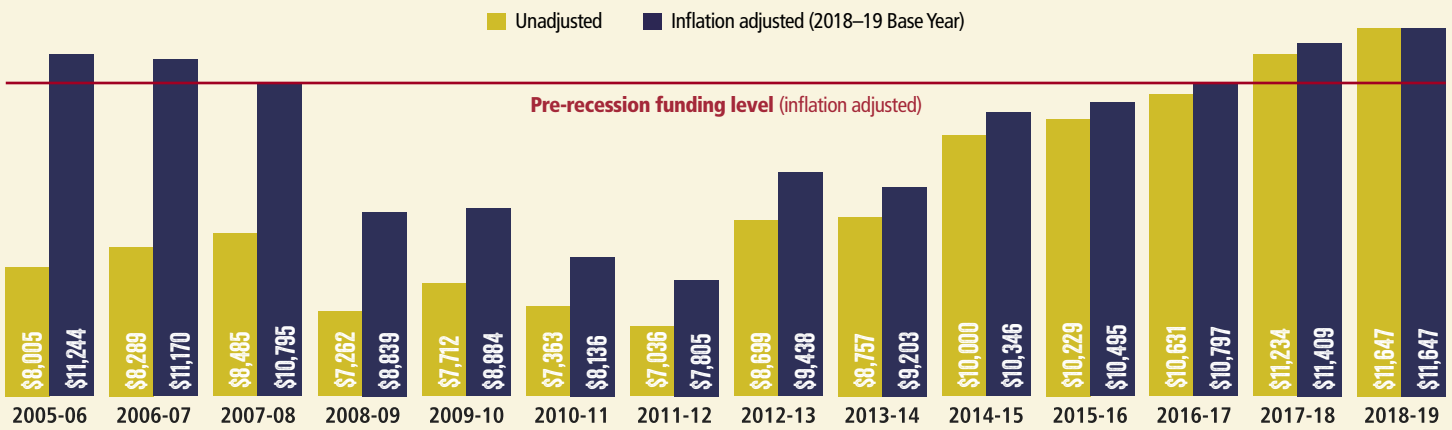
OUR STUDENTS DESERVE BETTER



WWW.FULLANDFAIRFUNDING.ORG

RECENT INCREASES HAVE ONLY RESTORED PUBLIC SCHOOL FUNDING LEVELS TO WHAT THEY WERE BEFORE THE GREAT RECESSION

CALIFORNIA PER-PUPIL FUNDING FROM PROP 98

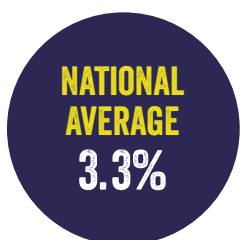


2007-08 funding adjusted for inflation: **\$10,795** per student | 2017-18 funding adjusted for inflation: **\$11,409** per student | Total gain over nine budget years: **\$614** per student

“WE’RE STILL 41ST IN THE NATION IN PER-PUPIL FUNDING. Something needs to change. We need to have an honest conversation about how we fund our schools at a state and local level.” Gov. Gavin Newsom, State of the State (Feb. 12, 2019)

45TH IN PERCENTAGE OF TAXABLE INCOME SPENT ON EDUCATION

California has the 5th largest economy in the world and the largest GDP of any state, yet ranks near the bottom in nearly every measure of school funding or school staffing. Percent of total taxable income spent on education:



CALIFORNIA'S RANK TIED FOR
45TH



CALIFORNIA REPUBLIC

Source: Ed Week (2014)





LCAP GOAL 4

LCAP GOAL 4

Maintenance, Grounds, Custodial, Food Services, And Health Staff Maintain School Facilities That Are Safe, Healthy, Hazard Free, Clean And Equipped For 21st Century Learning

1. **Measure K Update**

Presenter: Lois Yount, Business Director

- GJUESD Multi-Year Scope of Work

2. **School Furniture Analysis**

Presenter: Lois Yount, Business Director

3. **Food Services**

Presenter: Lois Yount, Business Director; Nick Svobada, Food Services Supervisor

GJUESD MEASURE K FACILITIES IMPROVEMENT PRIORITIES: MULTI-YEAR ROLL-OUT									
TIMELINE ASSUMES STATE FUNDING FOR ALL MODERNIZATION PROJECTS RECEIVED 2020/21									
PROGRESS UPDATE MARCH 2019									
Priority 1: Safety and Security; Priority 2: Modernization; Priority 3: Infrastructure; Priority 4: 21st Century Learning									
	VALLEY OAKS	GREER	MARENGO RANCH	RIVER OAKS	LAKE CANYON	MCCAFFREY	FAIRSITE	TOTAL	
PLANNED FUNDING PER SCHOOL									
Measure K GO Bond	\$5,582,000	\$5,000,000	\$5,000,000	\$3,160,000	\$200,000	\$500,000	\$40,000	\$19,482,000	
Proposition 39 Energy Funding	\$122,100	\$85,154	\$318,464	\$230,849	\$0	\$48,280		\$804,847	
State School Facilities Program (SFP)/Prop 51									
*Modernization Eligibility	\$2,841,216	\$2,062,322	TBD-Elig in 2022	\$2,509,572	\$0	\$0	\$0	\$7,413,110	
*New Construction	TBD	TBD	\$0	TBD	\$0	\$0	\$0	\$0	\$0
*Facilities Hardship (State Funding)	\$0	\$0	TBD	\$0	\$0	\$0	\$0	TBD	
TOTAL PLANNED FUNDING	\$8,545,316	\$7,147,476	\$5,318,464	\$5,900,421	\$200,000	\$548,280	\$40,000	\$27,699,957	
COMPLETED PROJECTS 2017/18 and 18/19									
Priority 1 Projects: Safety and Security	Telephones	Telephones	Telephones	Telephones	Security System	Telephones	Telephones		
	Security Cameras	Security Cameras	Security Cameras	Security Cameras	Playground Equip.	Security Cameras	Security Cameras		
	Paving	Paving	Paving	Paving		Paving	Paving		
	Increment I Projects: Priority 2: Modernization	Kinder Playground		Playground Equip.		Priority 4: 21st Century Learning			
	HVAC/Roofing: Bldgs A,C,E	DSA Close-Out Work: Priority 3: Infrastructure		Security Fencing		BFLC Remodel			
	CDE Approved, Submitted to OPSC on 11/13/18	Firewall Repair		Priority 3: Infrastructure		Projector Mounting			
		Lighting Infrastructure		Site Water Pump Replacement					
INCREMENT I PROJECTS									
CURRENTLY ACTIVE PROJECTS UNDER CONSTRUCTION AS OF MARCH 2019	Security Fencing			Priority 1: Safety and Security					
	Kitchen/MP Room			Fire Alarm System					
	Remodel: Including			Intrusion System					
Priority 1: Safety and Security	Kitchen Equipment			CDE Approved, Submitted to OPSC on 1/15/19					
Priority 2: Modernization	Replacement/Upgrade								
Priority 3: Infrastructure	Fire Alarm System/Sprinklers								
	MPR Restroom Accessibility								
	Light Fixture and Controls								
	New Epoxy Flooring in Kitchen								
	CDE Approved, Submitted to OPSC on 11/13/18								
Estimated Completion	April 1, 2019			March 2019					
	June 2019 (Floor Completion)								
CURRENTLY ACTIVE PROJECTS IN DESIGN AS OF MARCH 2019		Priority 4: 21st Century Learning Priority 2: Modernization	Priority 1: Safety and Security	Priority 2: Modernization					
		Remodel Classrooms: 3,4,5,6,10	Veneer Replacement	Priority 3: Infrastructure					
INCREMENT I PROJECTS		Modernizing Restrooms - Building C	Replace Fire Alarm System	Wood/Dry rot Repair					
		Possible Removal of Portables	Replace Intrusion Alarm System	Stucco/Masonry Repair					
		CDE and DSA Approved	Priority 2: Modernization	Strip and paint roofs					
			Priority 3: Infrastructure	Repair Drains/Downspouts					
			Restroom Modernization	Roof coating at Port. CR's					
			Replace/repair Dry rot at Port. CR's	Replace HVAC System					
			New Exterior Lighting and Controls	Replace BMS System					
				CDE Approved, Submitted to OPSC on 1/15/19					
			Exterior Paint						
			Replace and Repair Roofs						
			Replace Roof Drains and Downspouts						
			Structural Repairs						
			Roof Coating at Port. CR's						
			Replace 4 HVAC Systems						
			Replace BMS System						

GJUESD MEASURE K FACILITIES IMPROVEMENT PRIORITIES: MULTI-YEAR ROLL-OUT															
TIMELINE ASSUMES STATE FUNDING FOR ALL MODERNIZATION PROJECTS RECEIVED 2020/21															
PROGRESS UPDATE MARCH 2019															
Priority 1: Safety and Security; Priority 2: Modernization; Priority 3: Infrastructure; Priority 4: 21st Century Learning															
	VALLEY OAKS	GREER	MARENGO RANCH	RIVER OAKS	LAKE CANYON	MCCAFFREY	FAIRSITE	TOTAL							
Estimated Construction Start		Summer 2019	CDE Approved, Resubmitting to OPSC after Demo (January 2020) February 2019	Summer 2020											

GJUESD MEASURE K FACILITIES IMPROVEMENT PRIORITIES: MULTI-YEAR ROLL-OUT								
TIMELINE ASSUMES STATE FUNDING FOR ALL MODERNIZATION PROJECTS RECEIVED 2020/21								
PROGRESS UPDATE MARCH 2019								
Priority 1: Safety and Security; Priority 2: Modernization; Priority 3: Infrastructure; Priority 4: 21st Century Learning								
	VALLEY OAKS	GREER	MARENGO RANCH	RIVER OAKS	LAKE CANYON	MCCAFFREY	FAIRSITE	TOTAL
INCREMENT 2 PROJECTS IN DESIGN								
	(Increment 2)	Priority 2: Modernization						
	Priority 4: 21st Century Learning	Priority 3: Infrastructure						
	New Classroom Buildings	(Increment 2)						
	New Student and Staff Restrooms	Roof Replacement and Repair and HVAC Upgrades:						
	Remove Portables	At Bldgs. A, B, C, and D						
		Admin, Library, Classroom, Multi-Purpose Room						
		New Energy Management System						
		Exterior Painting of Permanent Buildings						
		CDE Approved						
Estimated Construction Start	2020/21	2020/21						
INCREMENT 3 AND 4 PROJECTS								
FUTURE: UNKNOWN FUNDING								
	(Increment 3)	(Increment 3)						
	Priority 1: Safety and Security	Priority 2: Modernization						
	Upgrade Fire Alarm System	Roof Replacement and Repair						
	Priority 2: Modernization	at Portable Classrooms						
	New Energy Management System	Roofing/Fascia/Eave						
	Streetscape Improvements	Exterior Painting of Port. CR's						
	Remodel Bldg. D Library into New Administration	Upgrade Fire Alarm System						
	Upgrades to Port. Classrooms:							
	Roofing/Fascia/Eave/Painting							
	(Increment 4)	(Increment 4)						
	Priority 4: 21st Century Learning	Priority 4: 21st Century Learning						
	Remodel 3rd Gr. Classrooms into BFLC	New Classroom Buildings						
		New Student and Staff Bathrooms						
	Priority 2: Modernization	Possible Removal of Portables						
	Priority 3: Infrastructure							
	Other: Sewer Replacement							
Estimated Construction Start	Unknown: Beyond Measure K and State Funding	Unknown: Beyond Measure K and State Funding						

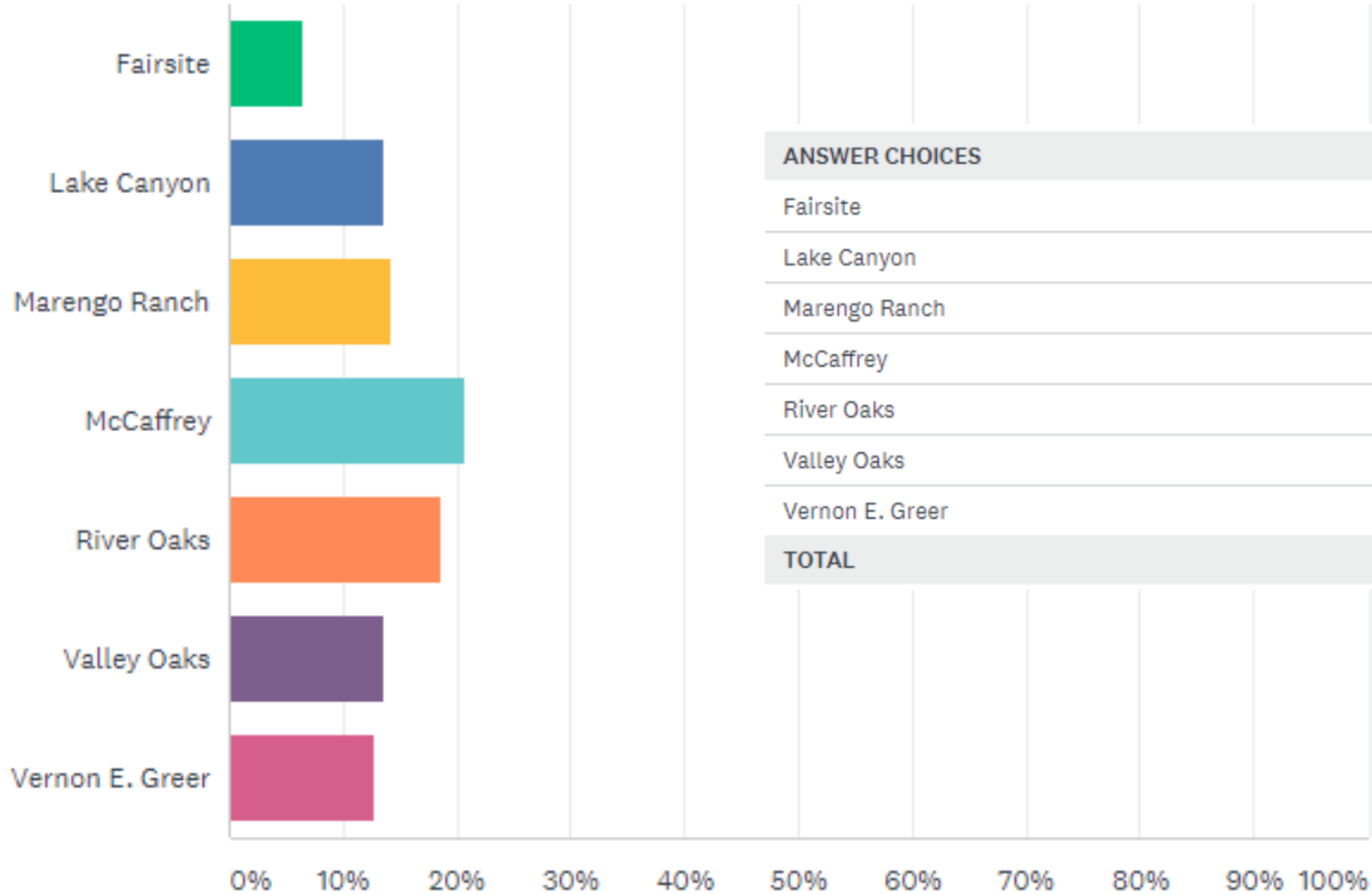
District Furniture Survey

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT



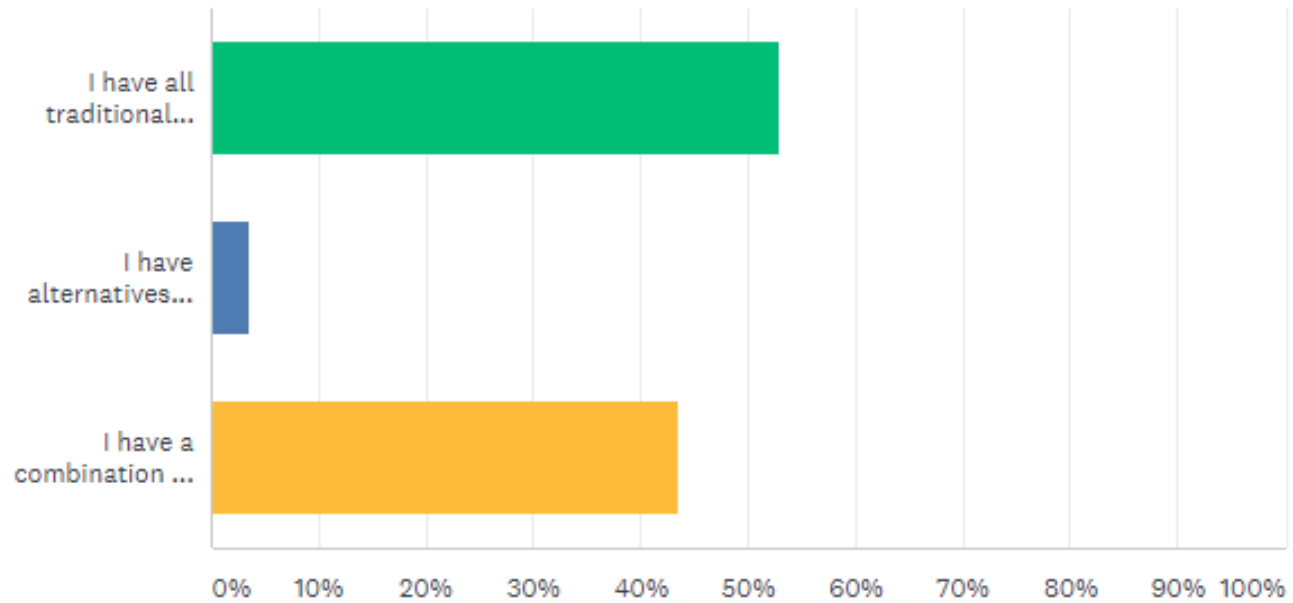
Galt Joint Union Elementary School District

School Site



ANSWER CHOICES	RESPONSES	
Fairsite	6.43%	9
Lake Canyon	13.57%	19
Marengo Ranch	14.29%	20
McCaffrey	20.71%	29
River Oaks	18.57%	26
Valley Oaks	13.57%	19
Vernon E. Greer	12.86%	18
TOTAL		140

Furniture in Classrooms



ANSWER CHOICES	RESPONSES	
I have all traditional furniture in my classroom	52.86%	74
I have alternatives to the traditional furniture in my classroom	3.57%	5
I have a combination of traditional and non-traditional furniture in my classroom	43.57%	61
TOTAL		140

Type of non-traditional furniture in classrooms

Wiggle seats and stools

Yoga balls

Bean bags and pillows

Lounge chairs

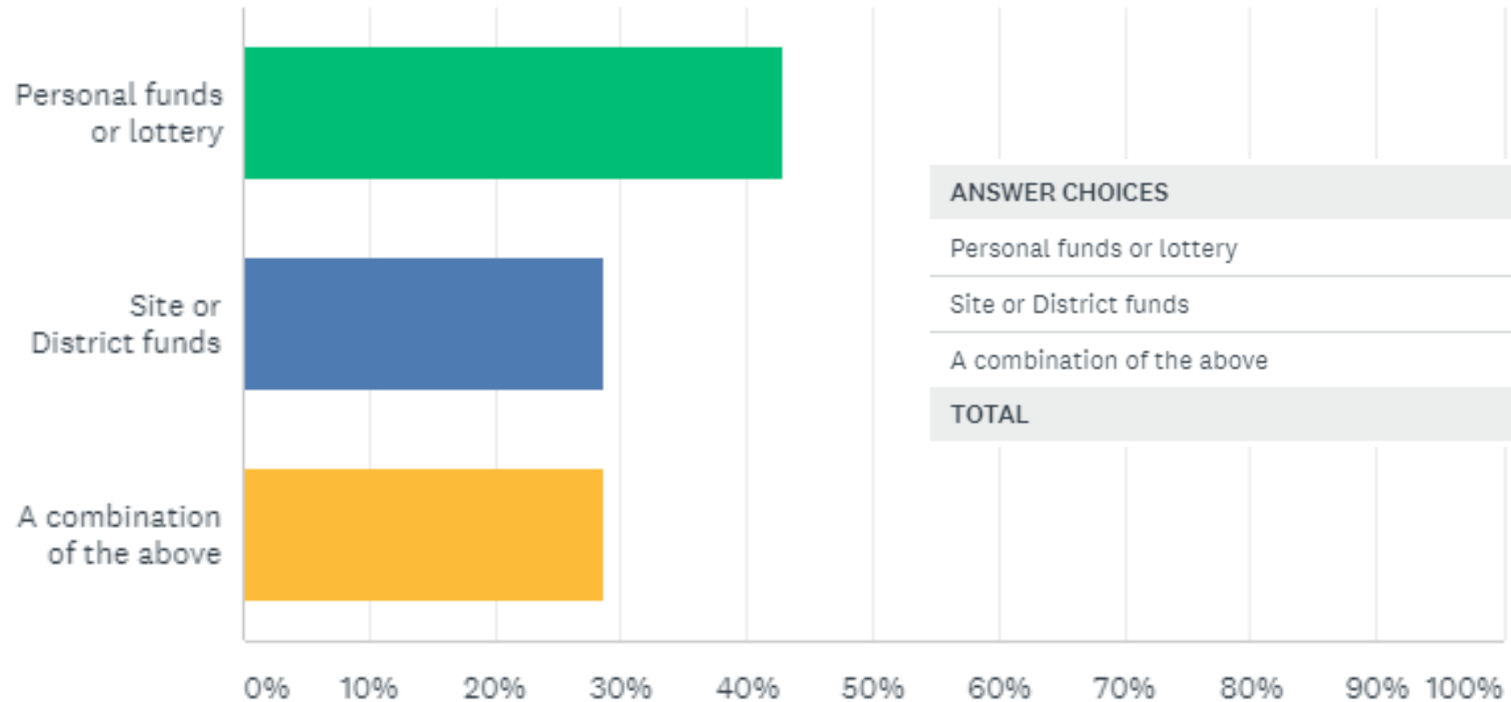
Wobble chairs and bouncy bands

Scoop chairs

Tables and lap desks

Stand-up desks

What funding source was used to purchase your non-traditional furniture?



ANSWER CHOICES	RESPONSES
Personal funds or lottery	42.86% 39
Site or District funds	28.57% 26
A combination of the above	28.57% 26
TOTAL	91

Goals and benefits to using non-traditional furniture

Offer flexible seating and choice

Increase student engagement and focus

Increase learner collaboration and participation

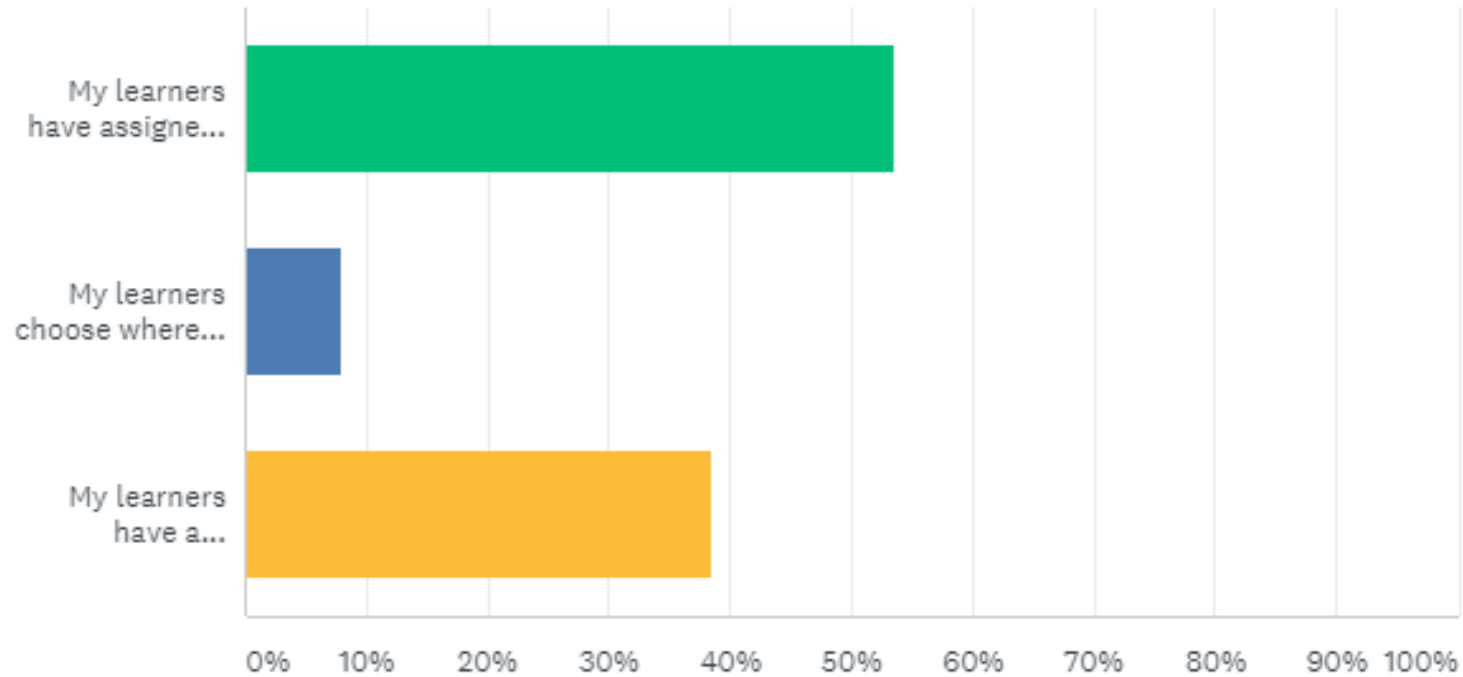
Learner incentives and rewards

Support learners that need to move

Creates a flexible work and learning environment

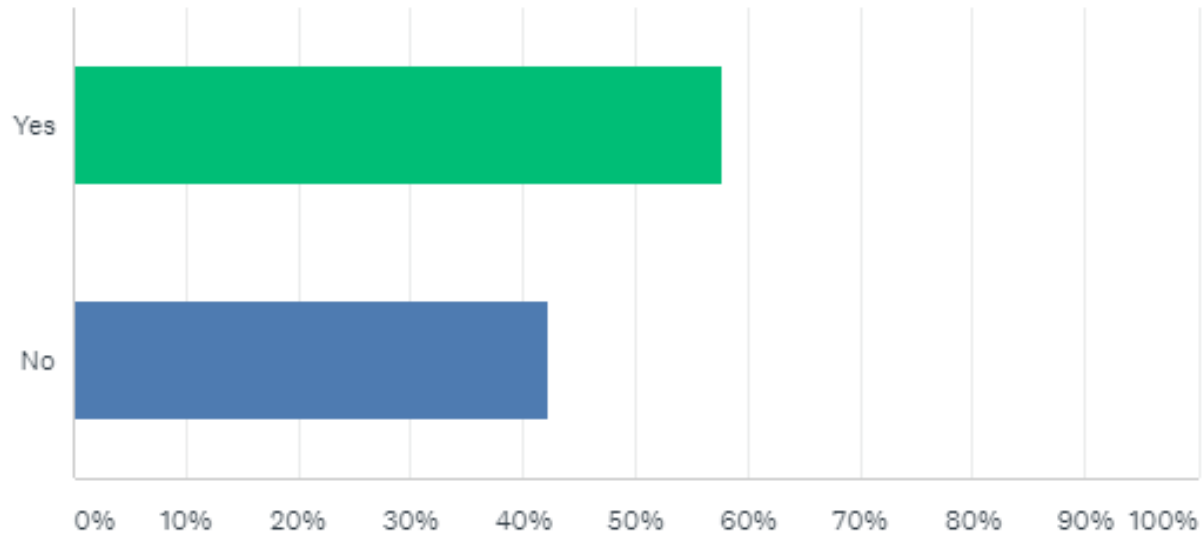
Increase learner comfort and needs

Where do learners sit?



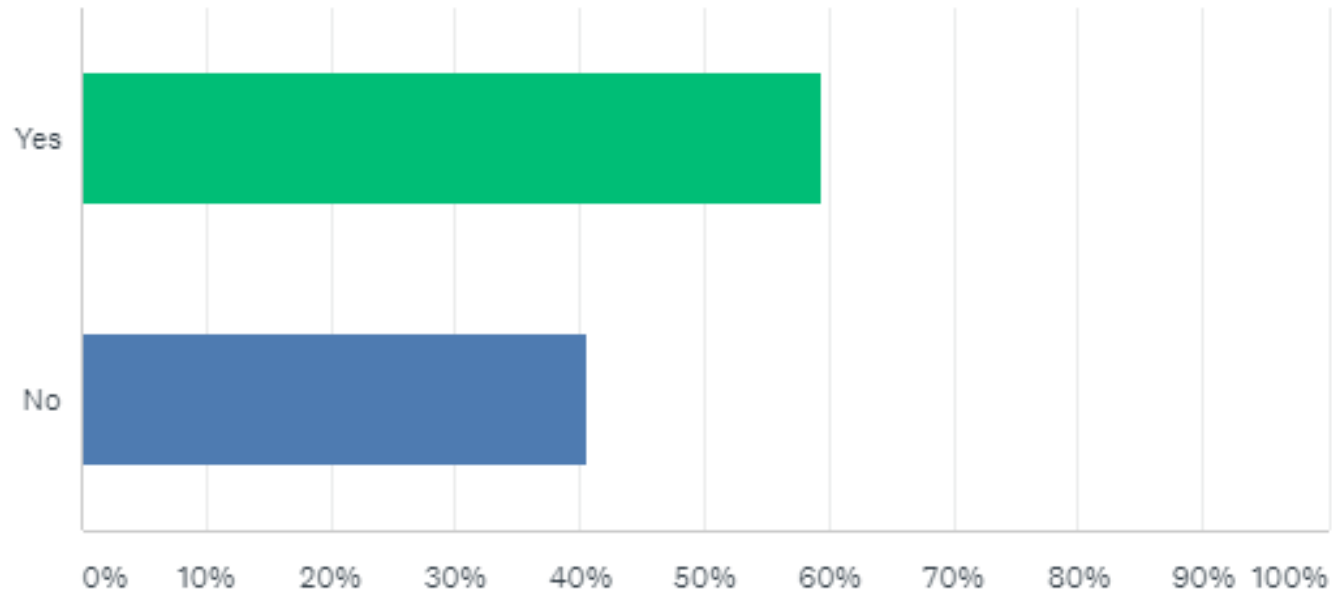
ANSWER CHOICES	RESPONSES	
My learners have assigned seating in my classroom	53.57%	75
My learners choose where they want to sit in my classroom	7.86%	11
My learners have a combination of assigned seating and flexibility	38.57%	54
TOTAL		140

I have an interest in learning more about non-traditional furniture options for my classroom.



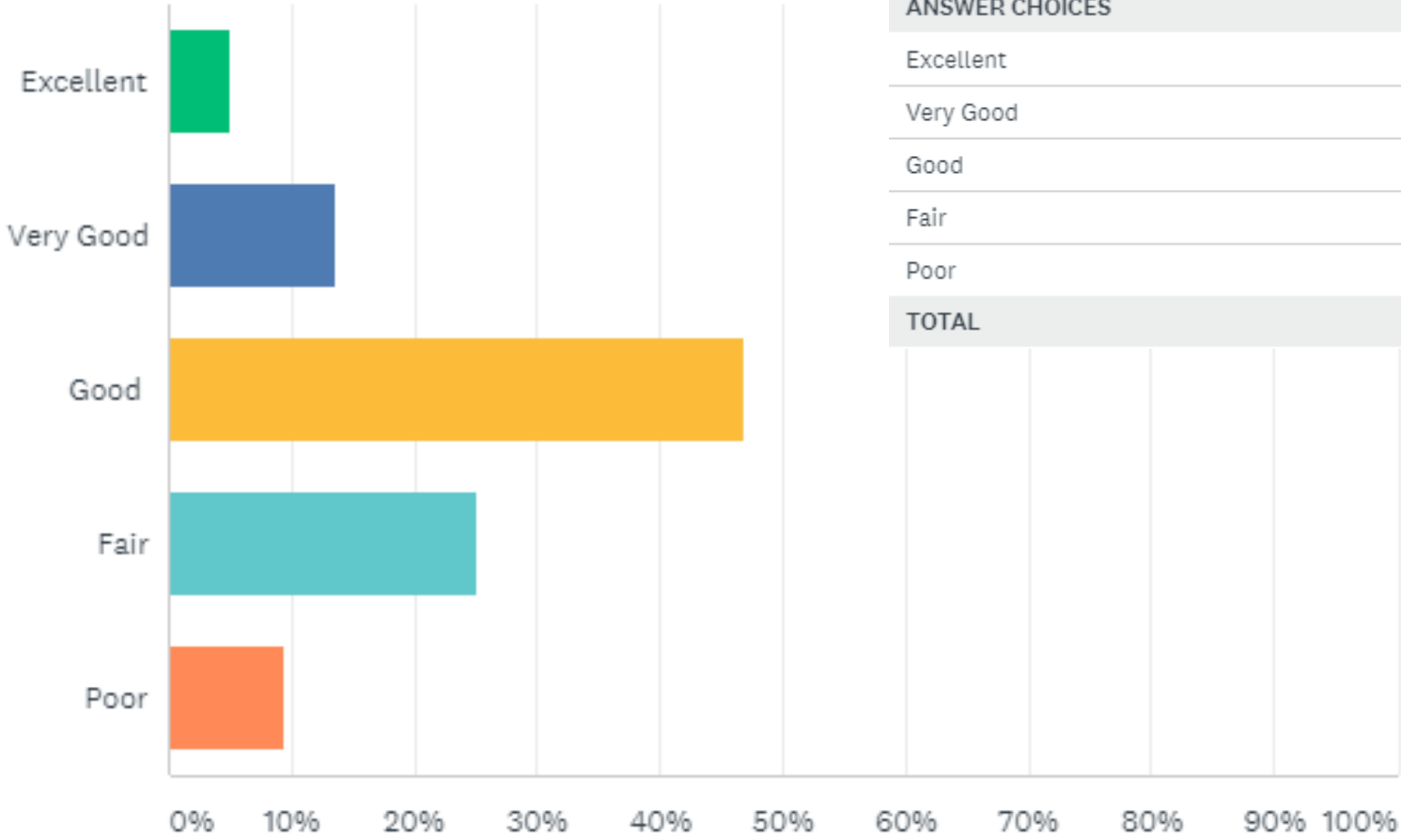
ANSWER CHOICES	RESPONSES	
Yes	57.66%	79
No	42.34%	58
TOTAL		137

I have an interest in trying non-traditional furniture options in my classroom.



ANSWER CHOICES	RESPONSES	
Yes	59.42%	82
No	40.58%	56
TOTAL		138

Please rate the quality of your district provided traditional classroom furniture.



ANSWER CHOICES	RESPONSES
Excellent	5.04% 7
Very Good	13.67% 19
Good	46.76% 65
Fair	25.18% 35
Poor	9.35% 13
TOTAL	139

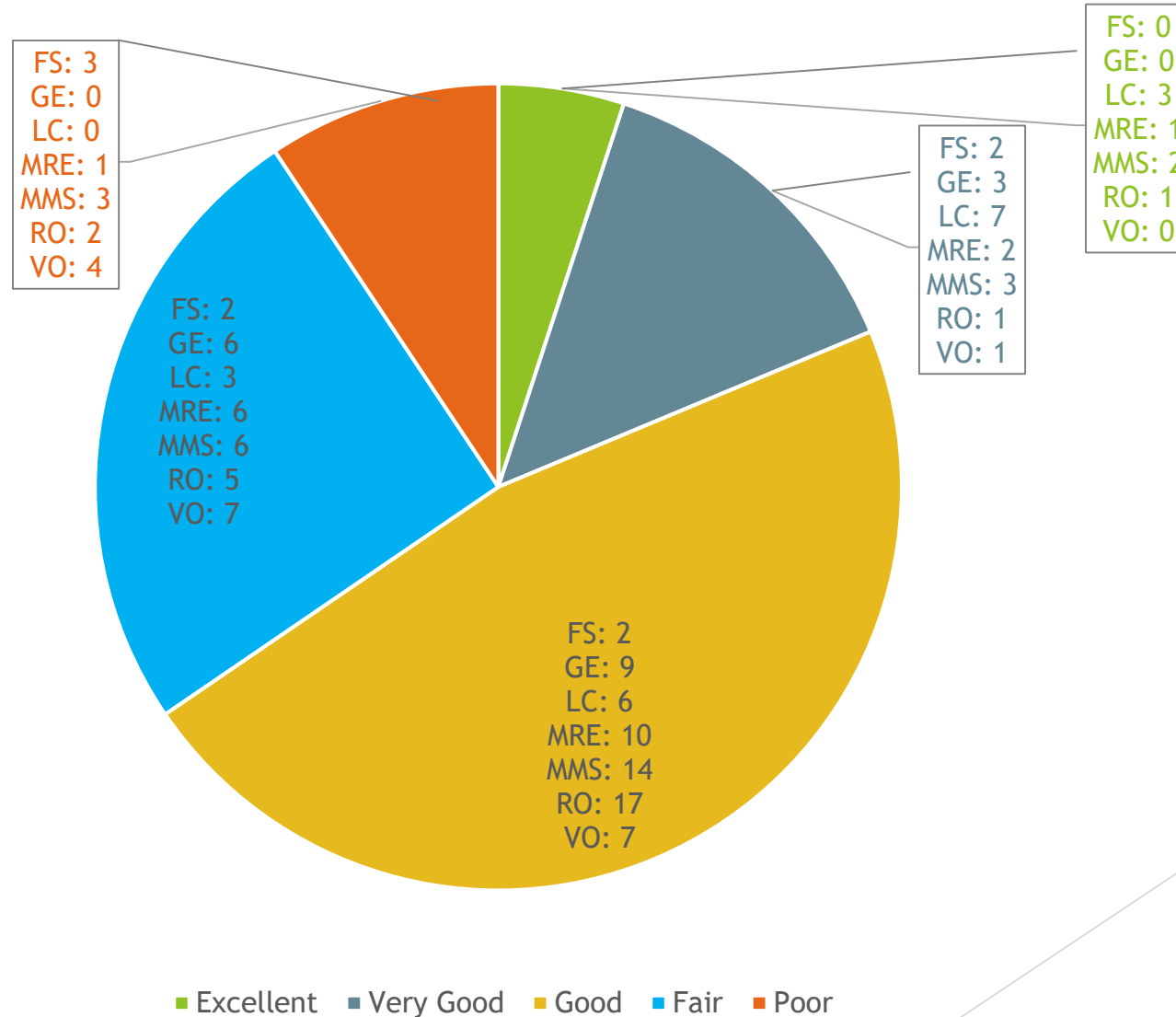
Quality of district provided traditional classroom furniture by site.

TOTALS BY SITE

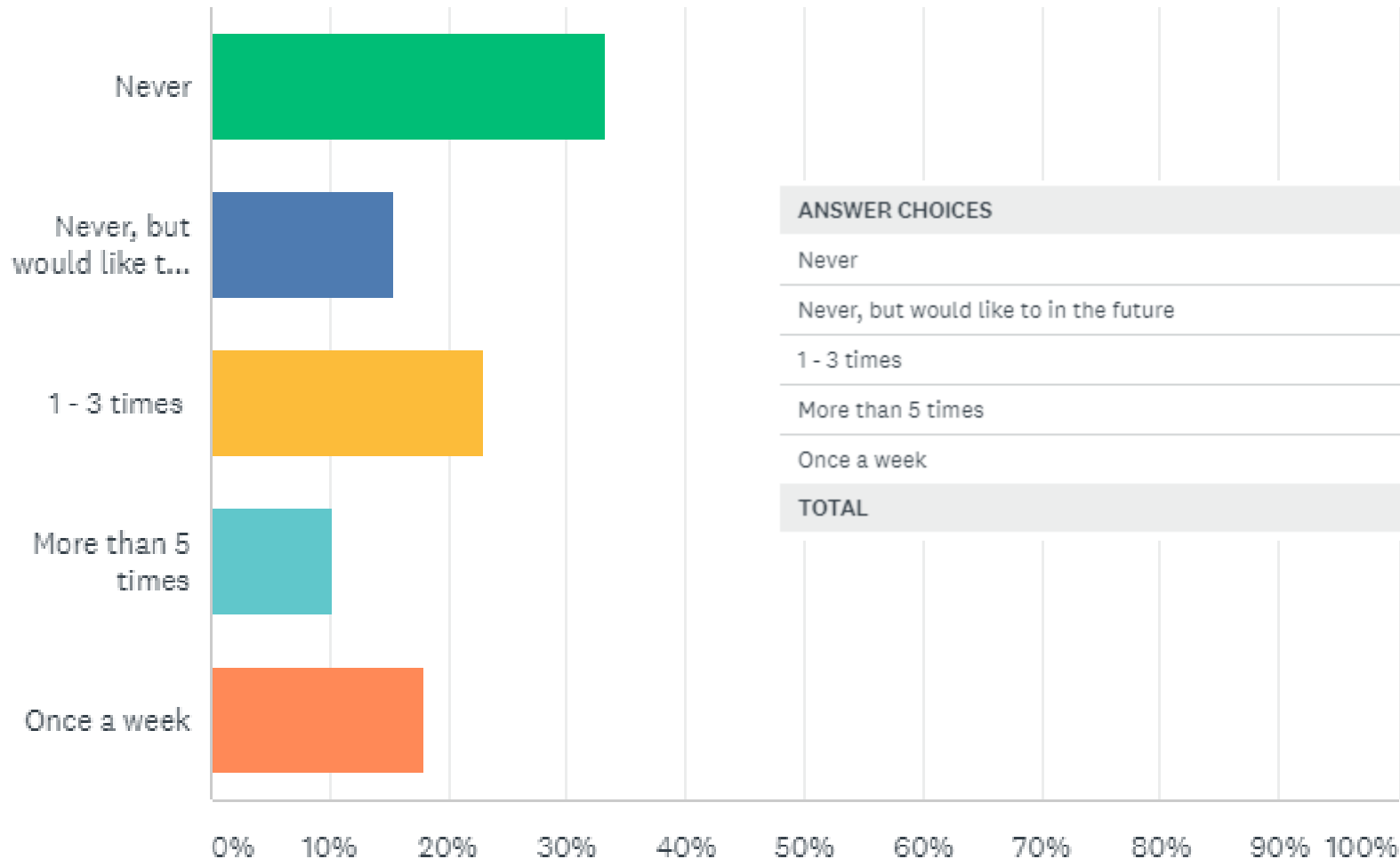
Fairsite(FS) - 9
 Greer(GE) - 18
 Lake Canyon(LC) - 19
 Marengo(MRE) - 20
 McCaffrey(MMS) - 28
 River Oaks(RO) - 26
 Valley Oaks(VO) - 19

% OF FAIR & POOR

Fairsite(FS) - 56%
 Greer(GE) - 33%
 Lake Canyon(LC) - 16%
 Marengo(MRE) - 35%
 McCaffrey(MMS) - 32%
 River Oaks(RO) - 27%
 Valley Oaks(VO) - 58%

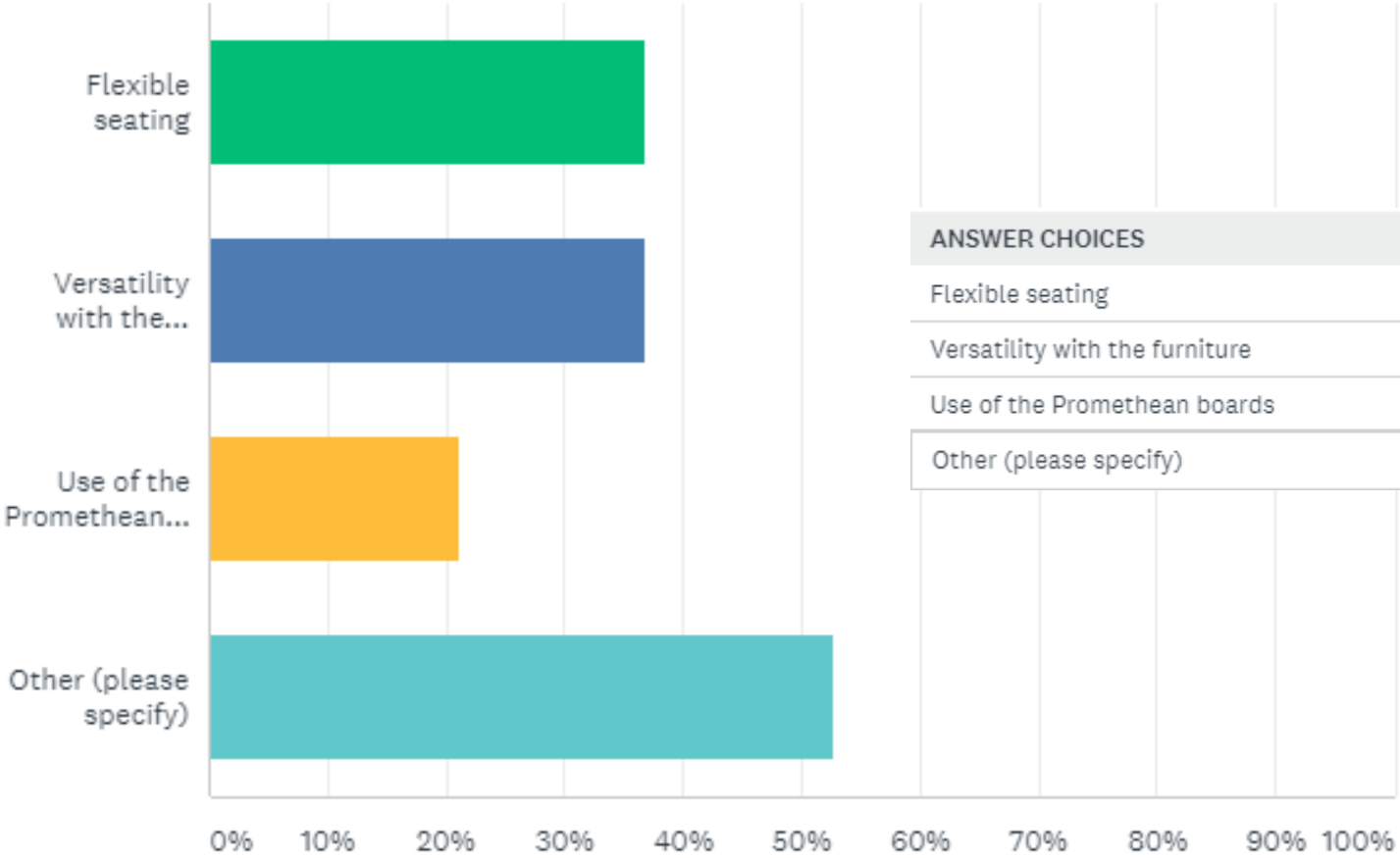


How often have you used the “new” Bright Future Learning Center with your class?



ANSWER CHOICES	RESPONSES
Never	33.33% 13
Never, but would like to in the future	15.38% 6
1 - 3 times	23.08% 9
More than 5 times	10.26% 4
Once a week	17.95% 7
TOTAL	39

If you have used the Bright Future Learning Center with your class, what are the benefits? (Choose all that apply)



ANSWER CHOICES	RESPONSES
Flexible seating	36.84% 7
Versatility with the furniture	36.84% 7
Use of the Promethean boards	21.05% 4
Other (please specify)	52.63% 10

QUESTIONS?

THANK YOU



Galt Joint Union Elementary School District

Galt Food & Nutrition

Board Report

2018-2019



Food Programs

- o NSLP: National School Lunch Program*
- o CACFP: Child & Adult Care Food Provision*
- o SSO: Seamless Summer Option*

Site Funding

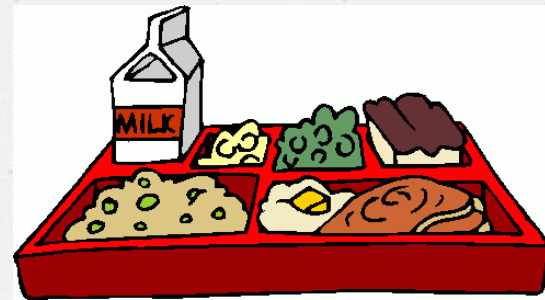
- *Free & Reduced Meal Program:*
Lake Canyon, Marengo Ranch, & River Oaks
- *CEP: Community Eligibility Program:*
Fairsite, Vernon Greer, & Valley Oaks
- *PII: Provision II:*
Robert McCaffrey Middle



Meals Served

Average Per Day:

- o Breakfast: 624
- o Lunch: 2262
- o Afterschool: 583



Reimbursement Rates

Federal & State



Breakfast

- o Breakfast
- o F=\$2.37
- o R=\$2.07
- o P=\$0.31
- o SSO=\$1.93

Lunch

- o Lunch
- o F=3.56
- o R=3.16
- o P=\$0.33
- o Supper=\$3.54
- o SSO= \$3.21

Federal Entitlement Amount

2018-2019 School Year

Total Lunches Served: (425,028) 2017-2018

Meal Rate: \$0.34

Estimated Entitlement: \$145,572.09



Allocations

DOD- FFAVORS

*Department Of Defense- Fresh Fruit
and Vegetable Receipt System*

o \$63,00.00

Fresh Fruit & Vegetables delivered
directly to six school sites.

Utilize approximately \$7,500.00
per month

\$13,000.00 remaining

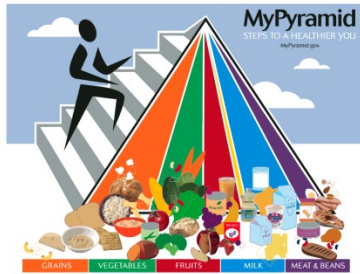
Processor & Brown Box

o \$82,000.00

Brown Box items: cheese, meats, fruits,
and vegetables

Processor allocations of beef, cheese,
turkey, and tomatoes.

-divert raw product to companies and
purchase finished products at reduced
prices



Meal Requirements 2018-2019

Components

- o M/MA: Protein Source
- o Whole Grain Rich
- o Fruit
- o Vegetables
- o Milk

Items offered

- o Turkey, Chicken, Pork, Cheese, & Legumes
- o Bread, Brown Rice, & Whole Wheat Pasta,
- o Fresh, canned, & dried
- o Fresh, Baked, & Frozen
- o 1% Unflavored, Nonfat Flavored, & Nonfat Unflavored

Other Current Standards

Meal Pattern	Grades K-5	Grades K-8	Grades 6-8	Grades 9-12
Min-max calories (kcal) ^h	550- 650	600- 650	600- 700	750-850
Saturated fat (% of calories) ^h	< 10	< 10	< 10	< 10
Sodium Target 1 (mg) ^{h,l}	≤ 1,230	≤ 1,230	≤ 1,360	≤ 1,420
Sodium Target 2 (mg) ^{h,l} (Optional)	≤ 935	≤ 935	≤ 1,035	≤ 1,080

Possible Requirement Changes 2019-2020*

Components

- o M/MA: Protein Source
- o Whole Grain Rich
- o Fruit
- o Vegetables
- o Milk

Items offered

- o No Change
- o Only 1/2 items offered must be Whole Grain Rich
- o No Change
- o No Change
- o 1% flavored
- Current Sodium Target 1 in place until 2025

*CDE has not released a MB detailing Nutritional Requirement changes!

Food & Nutrition Team suggested menu changes

Grains & Protein

- o Offer white rice instead of plain brown rice & continue using brown rice for spanish and fried rice recipes.
- o Source softer tortilla and pasta choices
- o Offer scratch dinner rolls, pizza crusts, & cookies with lower whole wheat ratio for a softer bite.
- o Continue to offer turkey based meats when possible.

Dairy & Sodium

- o Current milk choices are accepted by students. Milk sales don't warrant adding 1% flavored milk.
- o Staff will continue to prepare foods utilizing herbs and spices for flavor and not adding unnecessary sodium.

Do you want the Best Lunch?

Or just a good lunch?

All 5 food groups is BEST!



Protein, Fruit, Veggie, Grain, & Milk*

Good is a combination of 3 food groups!

If you don't want all 5 examples are:



Fruit, Veggie, & Milk* or



Protein, Veggie, & Milk* or

2018-2019 The Year in Review

Galt Food & Nutrition
Eat Smart!



Food & Nutrition Staff

Food Service Supervisor

- o 25 site employees
- o 6 Leads
- o 15 Food Service workers
- o 4 Cashiers

District Clerk II



Galt Nutrition Services Vision Statement

To achieve & sustain profitability while
serving safe, healthy, flavorful, and
attractive meals to all our customers.

Zestfully providing nourishment for growing
bodies and minds alike.



The Year Of Change

C-Choose

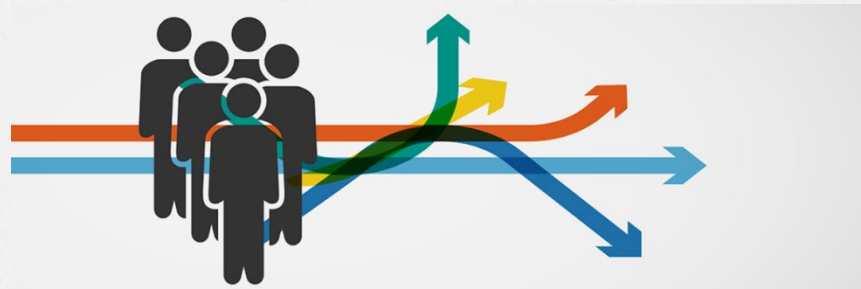
H-Happiness

A-And

N-Never

G-Give

E-Excuses



Valley Oaks Remodel

before



during



Near Completion



Offerings



Family Farmer's Market



Handmade Hummus



Nick and Irma



Nutrition Team



Keeping It Fun!





McCaffrey
Team





The Ever
Smiling
Valley Oaks
Team

Retiree's

Leeann Mitchell & Jo Ellen Bandy



Plans for the Future

- o Develop recipes for pourable pizza crust, rolls, breakfast pastries, & treats
- o Possibly serve free breakfast at all sites
- o Evaluate breakfast ambiance in multipurpose rooms
- o Update kitchen for fresh look
- o Increase adult sales





Board Meeting Agenda Item Information

Meeting Date: March 27, 2019	Agenda Item: 171.992 Board Consideration of Approval of Consent Calendar
Presenter: Karen Schauer	Action Item: XX Information Item:
<ul style="list-style-type: none"> a. Approval of the Agenda b. Minutes: February 27, 2019 Regular Board Meeting Minutes: March 11, 2019 Special Closed Session Meeting c. Payment of Warrants: <u>Vendor Warrant Numbers:</u> 19454519-19454596, 19456128-19456177, 19457667-010599, 19459405-19459498 <u>Certificated/Classified Payrolls Dated:</u> 2/28/19, 3/8/19, 3/15/19 d. Personnel <ul style="list-style-type: none"> 1. Resignations/Retirement 2. Leave of Absence Requests 3. New Hires e. Donations 	

Galt Joint Union Elementary School District
Board of Education
“Building a Bright Future for All Learners”

Regular Board Meeting
Board of Education
Galt Joint Union Elementary School District

Wednesday, February 27, 2019
Galt City Hall Chambers
380 Civic Drive, Galt, CA 95632

Board Members Present
Grace Malson- Absent
John Gordon
Matthew Felix
Thomas Silva
Wesley Cagle

Karen Schauer	Claudia Del Toro-Anguiano
Lois Yount	Donna Mayo-Whitlock
Donna Gill	Christina Homdus
David Nelson	Jennifer Porter
Judith Hayes	Gerardo Martinez

MINUTES

A. Present for closed session: John Gordon, Matthew Felix, Thomas Silva, Karen Schauer, Claudia Del Toro-Anguiano, Lois Yount, Donna Mayo-Whitlock

B. Closed Session was called to order at 6:03 p.m. by John Gordon to discuss the following items:

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Unrepresented Employees

2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957

Wesley Cagle entered closed session at 6:06 p.m.

C. Closed Session Adjourned at 7:08 p.m. The open meeting was called to order at 7:13 p.m. by John Gordon followed by the flag salute. He announced action taken in closed session: Upon the motion of Matthew Felix, seconded by Thomas Silva, by a vote of 3 Ayes by Matthew Felix, Thomas Silva and John Gordon to 0, up to 7 temporary or intern teachers to be released no later than the end of the 2018-19 school year. Wesley Cagle abstained from this vote.

D. Public Comments

1. Bonnie Rodriguez, Galt District Chamber of Commerce President, addressed the board regarding Galt’s 150 year anniversary celebration and fundraiser in partnership with the Galt Historical Society.

E. Reports

LCAP GOAL 3

Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.

1. LCAP Strategic Planning Update

Karen Schauer, reported Local Control Accountability Plan (LCAP) feedback and improvement efforts that included a February 19th board study session, parent survey, and advisory groups feedback opportunities. She shared the budget reduction target of \$600,000 based upon projected state funding level, declining enrollment, and rising costs that are reflected in the GJUESD Second Interim Budget.

Donna Whitlock reported information about new LCAP requirements that include more direct special education planning coordination along with strengthened efforts for Valley Oaks special education services.

LCAP GOAL 4

School facilities are safe, healthy, hazard free, clean and equipped for 21st century learning.

1. Measure K Update

Lois Yount reported Measure K progress which included a recent meeting with the Office of Public School Construction (OPSC). The district may be eligible for significant additional facilities funding to offset Measure K funds used for brick replacement at Marengo Ranch Elementary School. Lois Yount projected more definitive information on funding approval by this spring.

2. Bus Driver Certification

Lois Yount reported Bus Driver Certification renewal license fee is \$12 every 5 years. The district will reimburse drivers this fee.

Other Reports

1. City And Schools Together (CAST)

Karen Schauer thanked Wesley Cagle and Grace Malson for representing the board at this meeting. She indicated the City of Galt is working on time sensitive city planning including a future transportation property with a potential joint-use opportunity.

F. Recommended Actions/Routine Matters/New Business

171.983 Karen Schauer recognized the retirement of LeAnn Mitchell and the donations. MOTION

A motion was made by Matthew Felix to approve the Consent Calendar, seconded by Wesley Cagle and unanimously carried.

a. Approval of the Agenda

b. Minutes: January 23, 2019 Regular Board Meeting

c. Payment of Warrants –

Certificated/Classified Payrolls Dated: 2/8/19; 2/28/19

Vendor Warrant Numbers: 19447308; 19447975-19448026;

19449083-19449128; 19452175-19452252; 19453391-19453452

d. Personnel

1. Resignations/Retirement

2. Leave of Absence Requests

3. New Hires

e. Donations

171.984	Consent Calendar (Continued) – Items Removed for Later Consideration	CC Items Removed
171.985	A motion was made by Wesley Cagle to approve 2 nd Interim Budget Report For Fiscal Year 2018-19, seconded by John Gordon and unanimously carried.	2 nd Interim Budget
171.986	A motion was made by Matthew Felix to approve Resolution #10; Resolution to Reduce or Eliminate Classified Staff Due to Lack of Work/Lack of Funds, seconded by Thomas Silva and unanimously approved.	Res #10 RIF Classified
171.987	A motion was made by Wesley Cagle to approve Low-Performing Students Block Grant (LPSBG) Plan to Provide Low-Performing Students With Additional Supports To Increase Their Academic Achievement As Defined in the CA Education Code (EC), Sections 41570[f][1]-[2], seconded by Matthew Felix and unanimously carried.	LPSBG
171.988	<p>A motion was made by Thomas Silva to approve 2018-19 Comprehensive School Safety Plans for:</p> <ol style="list-style-type: none"> 1. Lake Canyon Elementary 2. Marengo Ranch Elementary 3. River Oaks Elementary 4. Valley Oaks Elementary 5. Vernon E. Greer Elementary 6. Robert L. McCaffrey Middle School <p>Seconded by John Gordon and unanimously carried.</p>	Safety Plans
171.989	A motion was made by Matthew Felix to approve E-Rate Service Provider, AMS, seconded by Wesley Cagle and unanimously carried.	E-Rate Provider
171.990	<p>A motion was made by Wesley Cagle to approve all five candidates for the 2019 Ballot for California School Board Association (CSBA) Delegate Assembly, seconded by Thomas Silva and unanimously carried.</p> <ol style="list-style-type: none"> 1. Basim Elkarra, Twin Rivers USD 2. John Gordon, GJUESD 3. Susan Heredia, Natomas USD 4. Lisa Kaplan, Natomas USD 5. Ed Short, Folsom Cordova USD 	CSBA Delegate Assembly
171.991	A motion was made by Wesley Cagle to approve Memorandum Of Understanding Between the CA School Employees Association and its Galt Chapter #362 (CSEA) and the GJUESD Regarding Maintenance Worker Job Description and Job Title, seconded by John Gordon and unanimously carried.	MOU CSEA Maint Job Desc

G. Public Comments

H. Pending Agenda Items

1. School Furniture Analysis and Pilot Programs
2. Technology and Learning
3. School District Properties
4. SELPA
Wesley Cagle would like to add budget reserve.

I. Adjournment 8:50 p.m.

Matthew Felix, Clerk

Date

Galt Joint Union Elementary School District
Board of Education
“Building a Bright Future for All Learners”

Special Closed Session Meeting
Board of Education

Monday, March 11, 2019
Galt Joint Union Elementary School District Office
1018 C Street, Suite 210, Galt, CA 95632

Board Members
Grace Malson
John Gordon
Matthew Felix
Thomas Silva
Wesley Cagle

Administrators Present
Karen Schauer
Lois Yount
Claudia Del Toro-Anguiano
Donna Mayo-Whitlock

MINUTES

- A.** Present for closed session: Grace Malson, John Gordon, Matthew Felix, Thomas Silva, Wesley Cagle, Karen Schauer, Claudia Del Toro-Anguiano, Lois Yount, Donna Mayo-Whitlock
- B.** Public Comments
There were no public comments.
- C.** Closed Session was called to order at 5:47 p.m. by Grace Malson to discuss the following items:
 - 1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
 - Employee Agency: (GEFA) Galt Elementary Faculty Association
 - Employee Agency: (CSEA) California School Employee Association
 - Unrepresented Employees
 - 2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
- D.** Closed Session adjourned at 7:45 p.m. Grace Malson announced no action taken in closed session.
- E.** Pending Agenda Items
 - 1. School Furniture Analysis and Pilot Programs
 - 2. Technology and Learning
 - 3. School District Properties
 - 4. SELPA
 - 5. Budget Reserve Policy Research
 - 6. Social Media & Board Protocol

Matthew Felix, Clerk

Date



CONSENT CALENDAR

Human Resources

Recommend approval of the following:

Resignations/Retirements

Name	Position	Effective Date	Site
Brogden, Tabatha	Teacher	6/06/2019	River Oaks
Dunnett III, Robert	Custodian	3/15/2019	Greer
Klepik, Monica (Retirement) 27 years	Teacher	6/06/2019	McCaffrey
Meixner, Laura	Yard Supervisor	3/08/2019	River Oaks
Munch, Karen (Retirement) 26 years	Teacher	6/06/2019	McCaffrey
Spector, Debra	Teacher	6/06/2019	Greer

Leave of Absence Requests

Name	Position	Effective Date	Site
Colondres, Ari	Teacher	3/12/2019 – 6/04/2019 Intermittent	McCaffrey
Hopper, Joyce	Bus Driver	2/19/2019 – 6/06/2019 Intermittent	Transportation

New Hires

Name	Position	Site
Alvarez, Leslie	Classified Substitute	N/A
Anderson-Aguilar, Noemi	Classified Substitute	N/A
Carrillo, Jessica	Classified Substitute	N/A
Garcia, Pedro	Classified Substitute	N/A
Miranda, Ana	Instructional Assistant/ Special Education	River Oaks
Ortega, Rubi	Instructional Assistant/ Special Education	McCaffrey Middle School
Pedraza, Samantha	Bilingual Office Assistant	Greer
Petrie, Janet	Teacher Substitute	N/A
Rivera, Mayra	Classified Substitute	N/A
Rodriguez Reynoso, Brenda	Classified Substitute	N/A
Suarez, Sergio	Classified Substitute	N/A



CONSENT CALENDAR Donations

Donations

Presenter: Karen Schauer, Superintendent

GALEP

- The Galt Real Men's Club raised \$3500 for the GALEP program



Galt Joint Union Elementary School District

Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632
209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date: March 27, 2019	Agenda Item: 171.993 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter: Karen Schauer	Action Item: XX Information Item:
<p>The Board will have the opportunity to address any items that are moved from the consent calendar.</p>	



Board Meeting Agenda Item Information

<p>Meeting Date: March 27, 2019</p>	<p>Agenda Item: 171.994 Board Consideration of Approval of Resolution #11; Resolution To Reduce Or Eliminate Classified Staff Due To Lack Of Work/Lack Of Funds</p>
<p>Presenter: Karen Schauer</p>	<p>Action Item: XX Information Item:</p>

As projected in the June 2018 approved multi-year budget and most recently, Second Interim Budget Report, the District needs to make significant reductions to sustain the minimum reserve balance of at least 3% over a three year period. The budget reductions are in response to continued declining enrollment, rising benefits costs and projected decrease in SELPA special education funding. In addition, the State budget model (that funds districts at the 2007-08 level) is not adequately funded given learning, legal and State or Federal compliance requirements.

The resulting Resolution #11 identifies fifteen classified positions to be reduced due to lack of work or lack of funds:

- 5 Instructional Assistants for Special Education
- 6 Part-time Bright Future Learning Center Technicians
- 3 PLP Secretaries
- 1 Parent Liaison

Fiscal Impact is approximately \$361,623 These budget savings will be combined with savings resulting from certificated reductions and additional resources reductions.

The district will know whether there will be cost savings from certificated retirements by March 29, 2019. In addition, a five year pre-kindergarten grant is being completed with possible new classified and other employee group positions. Final grant funding will be announced May 2019.

**GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO. 11**

**RESOLUTION TO REDUCE OR ELIMINATE CLASSIFIED STAFF
DUE TO LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Code sections 45114, 45117, 45298, 45308, 44957 and Article XIII of the negotiated agreement between the Galt Joint Union School District and the Galt California School Employees Association, Chapter No. 362, and applicable Board Policy and Administrative Regulation, permit the Board of Trustees to eliminate or reduce in hours classified positions due to lack of work or lack of funds;

WHEREAS, the Board of Trustees of the Galt Joint Union School District has determined that it shall be necessary and in the best interest of the District to eliminate or reduce in hours the following positions in the District not later than June 30, 2019, due to lack of work or lack of funds:

Classifications:	Number of Positions:
Instructional Assistant, Special Education	Five (5) 6 hour positions
Bright Future Learning Technician (part-time)	Six (6) 3.75 hour positions
Personalized Learning Plan Secretary	Three (3) 8 hour positions
Parent Liaison	One (1) 3.75 hour position

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on June 28, 2019, the above referenced classified positions shall be eliminated or reduced in hours.

BE IT FURTHER RESOLVED that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees by either March 29, 2019, for categorically funded employees, or not later than sixty (60) days prior to the effective day of layoff as set forth above in accordance with the requirements of the law.

ADOPTED by the Board of Trustees of the Galt Joint Union School District on March 27, 2019, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

**President, Board of Trustees
Galt Joint Union Elementary School District**

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Galt Joint Union School District, County of Sacramento, on the date shown above.



Board Meeting Agenda Item Information

Meeting Date: March 27, 2019	Agenda Item: 171.995 Board Consideration of Approval of GJUESD 2017-18 Measure K Bond Audit Report by Christy White Associates
Presenter: Lois Yount	Action Item: XX Information Item: Public Hearing:

Education Code 41020 requires an independent annual financial and compliance audit of a school's financial and internal controls. The 2017-18 Measure K Bond Fiscal Year Audit has been completed by Christy White Associates and will be presented by Michael Ash, CPA & Partner with Christy White Associates. The District is pleased that no findings or recommendations were determined as a result of this audit.

Board approval is recommended.

Fiscal Impact: None

MEASURE K BOND BUILDING FUND OF
GALT JOINT UNION ELEMENTARY
SCHOOL DISTRICT

AUDIT REPORT

FOR THE YEAR ENDED
JUNE 30, 2018

San Diego

Los Angeles

San Francisco
Bay Area

christywhite
A PROFESSIONAL
ACCOUNTANCY CORPORATION *associates*

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Table of Contents
June 30, 2018**

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**MEASURE K BOND BUILDING FUND
 GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
 Introduction and Citizens' Bond Oversight Committee Member Listing
 June 30, 2018**

Galt Joint Union Elementary School District (the "District") operates five elementary schools, and one middle school. The District served approximately 3,600 students in 2017-18.

In November 2016, the voters of the District approved, by more than the required 55% favorable vote, Measure K, authorizing the issuance and sale of general obligation bonds, not to exceed \$19,700,000. Measure K is a Proposition 39 bond. The passage of Proposition 39 in November 2000 amended the California Constitution to include accountability provisions. Specifically, the District must conduct an annual independent performance audit to ensure that funds have been expended only on the specific projects listed as well as an annual, independent financial audit of the proceeds from the sale of the bonds until all of the proceeds have been expended for facilities projects.

Measure K bonds were issued by the District, through the County of Sacramento. On June 12, 2017, the District issued Series 2017 of the Election of 2016 General Obligation Bonds in the amount of \$9,600,000.

The accompanying Measure K Audit Report, for the year ended June 30, 2018, reflects the issuance of Series 2017 of the Measure K general obligation bonds and compliance with the applicable requirements of Proposition 39 for such period.

Upon passage of Proposition 39, an accompanying piece of legislation, AB 1908 (Chapter 44, Statutes of 2000), was also enacted, which amended the Education Code to establish additional procedures which must be followed if a District seeks approval of a bond measure pursuant to the 55% majority authorized in Measure K including formation, composition and purpose of the Citizens' Bond Oversight Committee (CBOC).

The Measure K Citizens' Bond Oversight Committee was comprised of the following members as of June 30, 2018:

Name	Representation
Melissa Pruitt	PTA Organization Member & Parent of Child in District
Christine Harper	Member of a Senior Citizens' Organization
Lorri St. Claire	Member who has grandchildren in the District
Thomas Silva	Parent of Child in District
Anne Wood	Parent of Child in District
Jim St. Claire	Parent of Child in District
Carissa Cathey	Parent of Child in District
Brian Villanueva	Bona fide Taxpayers' Organization Member
Bonnie Rodriguez	Member of a Business Organization

INDEPENDENT AUDITORS' REPORT

Governing Board Members and
Measure K Citizens' Bond Oversight Committee
Galt Joint Union Elementary School District
Galt, California

Report on the Financial Statements

We have audited the accompanying financial statements of the Measure K Bond Building Fund of Galt Joint Union Elementary School District (the "District") as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the Measure K Bond Building Fund's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

SAN DIEGO

LOS ANGELES

SAN FRANCISCO/BAY AREA

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*Licensed by the California
State Board of Accountancy*

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

As discussed in Note 1A, the financial statements present only the individual Proposition 39 Bond Building Fund, consisting of the net construction proceeds of the Measure K general obligation bonds as issued by the District, through the County of Sacramento, and are not intended to present fairly the financial position of the District in conformity with generally accepted accounting principles.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Measure K Bond Building Fund of Galt Joint Union Elementary School District as of June 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1A, the financial statements present only the Measure K Bond Building Fund and do not purport to, and do not present fairly the financial position of the Galt Joint Union Elementary School District, as of June 30, 2018, and the changes in its financial position for the year ended in accordance with accounting principles generally accepted in the United State of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated March 11, 2019, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters specific to the Measure K Bond Building Fund. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Measure K Bond Building Fund's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

In accordance with the requirements of Proposition 39, as incorporated in California Constitution Article 13A, we have also issued our performance audit report dated March 11, 2019 on our consideration of the Measure K Bond Building Fund's compliance with the requirements of Proposition 39. That report is an integral part of our audit of the Proposition 39 Bond Building Fund for the year ended June 30, 2018 and should be considered in assessing the results of our financial audit.

Christy White Associates

San Diego, California
March 11, 2019

FINANCIAL SECTION

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Balance Sheet
June 30, 2018**

ASSETS	
Cash and investments	\$ 7,231,356
Accounts receivable	62,379
Due from other funds	<u>13,285</u>
Total Assets	\$ <u>7,307,020</u>
LIABILITIES AND FUND BALANCE	
Liabilities	
Accounts payable	\$ 45,182
Due to other funds	<u>11,546</u>
Total Liabilities	<u>56,728</u>
Fund Balance	
Restricted for capital projects	<u>7,250,292</u>
Total Liabilities and Fund Balance	\$ <u>7,307,020</u>

The notes to financial statements are an integral part of this statement.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance
For the Year Ended June 30, 2018**

REVENUES	
Interest income	\$ 125,393
Total Revenues	<u>125,393</u>
EXPENDITURES	
Plant services	1,022,113
Facilities acquisition and construction	1,338,963
Total Expenditures	<u>2,361,076</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	(2,235,683)
Beginning Fund Balance	<u>9,485,975</u>
Ending Fund Balance	<u>\$ 7,250,292</u>

The notes to financial statements are an integral part of this statement.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Notes to Financial Statements
June 30, 2018**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Galt Joint Union Elementary School District (the “District”) operates five elementary schools, and one middle school. The District served approximately 3,600 students in 2017-18.

In November 2016, the voters of the District approved by more than 55% Measure K, authorizing the issuance and sale of general obligation bonds, not to exceed \$19,700,000, for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities.

An advisory committee to the District’s Governing Board and Superintendent, called the Measure K Citizens’ Bond Oversight Committee, was established pursuant to the requirements of state law and the provisions of Measure K. According to its mission statement, the Committee’s oversight goals include: providing independent monitoring and review of all Measure K fund expenditures in accordance with contracts executed by and between the Districts, its Contractors and Sub-contractors and all Bond Agency requirements and to keep the public informed through normal public information channels.

The statements presented are for the individual Measure K Bond Building Fund of the District, consisting of the net construction proceeds of Measure K Series 2017 general obligation bonds as issued by the District, through the County of Sacramento, and are not intended to be a complete presentation of the District’s financial position or results of operations.

B. Accounting Policies

The District accounts for its financial transactions in accordance with the policies and procedures of the California Department of Education’s *California School Accounting Manual*. The accounting policies of the District conform to generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA).

C. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

The financial statements are presented on the modified accrual basis of accounting. On a modified accrual basis, revenue is recorded in the fiscal year in which the resources are measurable and become available. “Available” means the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

D. Encumbrances

Encumbrance accounting is used in all budgeted funds to reserve portions of applicable appropriations for which commitments have been made. Encumbrances are recorded for purchase orders, contracts, and other commitments when they are written. Encumbrances are liquidated when the commitments are paid.

E. Cash and Investments

In accordance with Education Code Sections 15357 and 41001, the District maintains a portion of its cash in the Sacramento County Treasury. The county pools these funds with those of other districts in the county and invests the cash. These pooled funds are carried at cost, which approximates market value. Interest earned is deposited quarterly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

F. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

G. Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for all government funds. By state law, the District's governing board must adopt a budget no later than July 1. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements.

These budgets are revised by the District's governing board during the year to give consideration to unanticipated income and expenditures. Formal budgetary integration was employed as a management control device during the year for all budgeted funds. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

H. Fund Balance

Under GASB Statement No. 54, fund balance is divided into five classifications based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the governmental funds. The fund balance in the Measure K bond fund is considered restricted.

The restricted fund balance classification reflects amounts subject to externally imposed and legally enforceable constraints. Such constraints may be imposed by creditors, grantors, contributors, or laws or regulations of other governments, or may be imposed by law through constitutional provisions or enabling legislation.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 2 – CASH AND INVESTMENTS

Summary of Cash and Investments

Cash and investments as of June 30, 2018 are classified in the accompanying financial statements as cash in county treasury in the amount of \$7,231,356.

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instruments; registered state warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security; and collateralized mortgage obligations. Investments of debt proceeds held by trustees are governed by the provisions of debt agreements rather than the general provisions of the California Government Code. These provisions allow for the acquisition of investment agreements with maturities up to 30 years.

Cash in County Treasury – The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (Education Code Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statements at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 2 – CASH AND INVESTMENTS (continued)

General Authorizations

Except for investments by trustees of debt proceeds, the authority to invest District funds deposited with the county treasury is delegated to the County Treasurer and Tax Collector. The table below identifies examples of the investment types permitted in the investment policy:

<u>Authorized Investment Type</u>	<u>Maximum Remaining Maturity</u>	<u>Maximum Percentage of Portfolio</u>	<u>Maximum Investment in One Issuer</u>
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Limitations as they relate to interest rate risk, credit risk, custodial credit risk, and concentration of credit risk are described below:

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District manages its exposure to interest rate risk by investing in the Sacramento County Treasury Investment Pool. The District maintains a pooled investment with the County Treasury with a fair value of approximately \$7,212,115 and an amortized book value of \$7,231,356 at June 30, 2018. The average weighted maturity for this pool is 309 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The investment in the Sacramento County Investment Pool is rated AAAf/F1 by Standard & Poor's.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 2 – CASH AND INVESTMENTS (continued)

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of a failure of a counterparty to an investment, some or all of the investment amount may not be recovered by the holder of the investment. The District's investments as of June 30, 2018 were not subject to custodial credit risk because the investments were in the county investment pool.

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond the amount stipulated by the California Government Code. District investments that are greater than 5 percent of total investments are in either an external investment pool or mutual funds and are therefore exempt.

Fair Value

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy is based on the valuation inputs used to measure an asset's fair value. The following provides a summary of the hierarchy used to measure fair value:

Level 1 - Quoted prices (unadjusted) in active markets for identical assets.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets in active markets, quoted prices for identical or similar assets in markets that are not active, or other inputs that are observable, either directly or indirectly.

Level 3 - Unobservable inputs should be developed using the best information available under the circumstances, which might include the District's own data. The District should adjust that data if reasonable available information indicates that other market participants would use different data or certain circumstances specific to the District are not available to other market participants.

Uncategorized - Investments in the Sacramento County Treasury Investment Pool are not measured using the input levels above because the District's transactions are based on a stable net asset value per share. All contributions and redemptions are transacted at \$1.00 net asset value per share.

As of June 30, 2018, the District held uncategorized investments in the Sacramento County Treasury with a fair value of \$7,212,115 in relation to the Measure K Bond Building Fund.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable of the Measure K Bond Building Fund as of June 30, 2018 consisted of interest earned on investments for a total of \$62,379.

NOTE 4 – ACCOUNTS PAYABLE

Accounts payable as of June 30, 2018 consisted of \$45,182 in construction project costs.

NOTE 5 – DUE TO/DUE FROM OTHER FUNDS

As of June 30, 2018, the Measure K Bond Building Fund held an interfund payable balance in the amount of \$11,546 owed to the General Fund for repayment of temporary loan made to fund Measure K projects.

As of June 30, 2018, the Measure K Bond Building Fund held an interfund receivable balance in the amount of \$13,285 owed from the Capital Facilities Fund for the portion of expenditures attributable to the fund.

NOTE 6 – MEASURE K GENERAL OBLIGATION BONDS

On June 12, 2017, the District issued Series 2017 of the Election of 2016 General Obligation Bonds in the amount of \$9,600,000. The Measure K bonds were issued by the District, through the County Sacramento. The bonds bear an interest rate of 3.13% - 5.00% and are scheduled to mature through August 2046.

The annual requirements to amortize all Measure K outstanding general obligation bonds payable as of June 30, 2018:

Year Ended June 30,	Principal	Interest	Total
2019	\$ 420,000	\$ 366,725	\$ 786,725
2020	445,000	345,100	790,100
2021	-	333,975	333,975
2022	-	333,975	333,975
2023	-	333,975	333,975
2024 - 2028	-	1,669,875	1,669,875
2029 - 2033	935,000	1,589,969	2,524,969
2034 - 2038	1,865,000	1,321,006	3,186,006
2039 - 2043	2,770,000	915,794	3,685,794
2044 - 2047	3,165,000	269,700	3,434,700
Total	\$ 9,600,000	\$ 7,480,094	\$ 17,080,094

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Notes to Financial Statements, continued
June 30, 2018**

NOTE 7 – MEASURE K BOND EXPENDITURES BY SITE

The following table presents the expenditure amounts by site for the year ended June 30, 2018:

<u>Site</u>	<u>Expenditures</u>
District	\$ 877,803
Valley Oaks Elementary	434,355
Robert L. McCaffrey Middle	307,984
River Oaks Elementary	238,829
Marengo Ranch Elementary	216,395
Greer Elementary	215,658
Lake Canyon Elementary	54,067
Fairsite	15,985
Total Expenditures	<u>\$ 2,361,076</u>

NOTE 8 – CONSTRUCTION COMMITMENTS

As of June 30, 2018, the District had commitments with respect to unfinished Measure K capital projects of \$6,138,101.

OTHER INDEPENDENT AUDITORS' REPORTS



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

SAN DIEGO
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*Licensed by the California
State Board of Accountancy*

Governing Board Members and
Measure K Citizens' Bond Oversight Committee
Galt Joint Union Elementary School District
Galt, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure K Bond Building Fund of Galt Joint Union Elementary School District, as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the Measure K Bond Building Fund of Galt Joint Union Elementary School District's basic financial statements, and have issued our report thereon dated March 11, 2019.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Measure K Bond Building Fund of Galt Joint Union Elementary School District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Measure K Bond Building Fund of Galt Joint Union Elementary School District's internal control. Accordingly, we do not express an opinion on the effectiveness of the Measure K Bond Building Fund of Galt Joint Union Elementary School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Measure K Bond Building Fund of Galt Joint Union Elementary School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Christy White Associates

San Diego, California
March 11, 2019

INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

Governing Board Members and
Measure K Citizens' Bond Oversight Committee
Galt Joint Union Elementary School District
Galt, California

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

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Report on Performance

We have audited Galt Joint Union Elementary School District's compliance with the performance audit procedures described in the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810, that could have a direct and material effect on Galt Joint Union Elementary School District's Measure K Bond Building Fund for the year ended June 30, 2018, as identified below.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to local school construction bonds.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance of Galt Joint Union Elementary School District's Measure K Bond Building Fund based on our performance audit of the types of compliance requirements referred to above. We conducted our performance audit in accordance with generally accepted government auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the *2017-18 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810. Those standards require that we plan and perform the performance audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. An audit includes examining, on a test basis, evidence about Galt Joint Union Elementary School District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that the evidence obtained in our performance audit provides a reasonable basis for our findings and conclusions based on our audit objectives. However, our audit does not provide a legal determination of Galt Joint Union Elementary School District's compliance with those requirements.

Opinion on Performance

In our opinion, Galt Joint Union Elementary School District complied, in all material respects, with the types of compliance requirements referred to above that are applicable to the Measure K Bond Building Fund noted below for the year ended June 30, 2018.

Procedures Performed

In connection with the performance audit referred to above, we selected and tested transactions and records to determine Galt Joint Union Elementary School District's compliance with the state laws and regulations applicable to the Financial Audit Procedures and Performance Audit Procedures over the Measure K Bond Building Fund. Additional agreed upon procedures relating the Measure K Bond Building Fund may also be included.

The results of the procedures performed and the related results are further described in the accompanying performance audit results following this Report on Performance.

Christy White Associates

San Diego, California
March 11, 2019

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
AUDIT PROCEDURES AND RESULTS
For the Year Ended June 30, 2018**

SECTION I – FINANCIAL AUDIT PROCEDURES AND RESULTS

Financial Statements

As mentioned in the Report on Financial Statements, we have issued an unmodified opinion over the financial statements of the Measure K Bond Building Fund as of and for the year ended June 30, 2018.

Internal Control Evaluation

We tested internal controls over financial reporting and compliance with laws, regulations, or provisions of contracts or agreements and have determined through our inquiry of management and our evaluation of District processes that no significant deficiencies were noted.

SECTION II – PERFORMANCE AUDIT PROCEDURES AND RESULTS

Facility Project Expenditures

We selected a representative sample of expenditures charged to the Measure K Bond Building Fund and reviewed supporting documentation to ensure funds were properly expended on specific project(s) listed in the text of the Measure K ballot.

We tested approximately \$1.3 million of non-personnel expenditures or 54% of total 2017-18 Measure K Bond Building Fund expenditures for validity, allowability and accuracy and concluded that the sampled expenditures were in compliance with the terms of Measure K ballot language, the District approved facilities plan, and applicable state laws and regulations.

Personnel Expenditures

Based on review of expenditure information, we noted that there were no salaries or benefits charged to the Measure K Bond Building Fund during the year ended June 30, 2018. Audit procedures over personnel expenditures were not applicable.

Facilities Site Walk

We verified that funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects by review of supporting documentation as previously noted under Facility Project Expenditures but also through performance of a facilities site walk.

A facilities site walk was performed for projects at McCaffrey Middle School. We toured the school site and physically observed the newly modernized Bright Future Learning Center with new furniture, flooring, and 3-D printers. Additionally, we physically observed the renovated classrooms at the middle school, as well as new cameras and fencing with automatic locking gates. Based on our site walk, the projects for the school site appears to be successfully advancing as expected and funds appear to be expended for authorized bond projects.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
AUDIT PROCEDURES AND RESULTS, continued
For the Year Ended June 30, 2018**

SECTION II – PERFORMANCE AUDIT PROCEDURES AND RESULTS (continued)

Contract and Bid Procedures

We reviewed a listing of contracts awarded during the year ended June 30, 2018 and selected a sample to ensure that contracts for public projects followed appropriate bidding procedures per applicable Public Contract Code. Additionally, we reviewed overall expenditures by vendor in order to determine if multiple projects under the applicable bidding threshold were identified to suggest any possible bid-splitting.

We sampled two contracts awarded during the year. We noted that applicable bidding procedures were followed and that contracts were appropriately awarded to the lowest responsible bidder for the Marengo Ranch/River Oaks Modernization Project and the Valley Oaks Modernization Project.

Based on our review of overall expenditures and projects by vendor, no instances or possible indications of bid-splitting were identified. The District appears to be properly reviewing projects and applying appropriate procedures over contract and bidding procedures.

Contracts and Change Orders

We reviewed a listing of contracts and change orders during the year ended June 30, 2018 and noted that no change orders were completed in the current fiscal year.

Citizens' Bond Oversight Committee (CBOC)

In accordance with Assembly Bill (AB) 1908 and Education Code (Ed Code) Section 15278, the District is required to establish a bond oversight committee for Proposition 39 bonds to include one active member from each of the following sectors: a business organization, senior citizens organization, bona fide taxpayers' association, parent/guardian of a child enrolled in the District and a parent/guardian of a child enrolled in the District who is also a member of a parent teacher association. Additionally, no employee or official of the District shall be appointed to the citizens' oversight committee.

We found that the District successfully compiled a CBOC with an active member from each of the required representations. No members of the CBOC are also an employee, official, vendor or consultant of the District. Refer to the Introduction and CBOC Member Listing for a listing of current members as of June 30, 2018.

FINDINGS AND RESPONSES SECTION

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Schedule of Findings and Responses
For the Year Ended June 30, 2018**

PART I – SUMMARY OF AUDITORS’ RESULTS

FINANCIAL STATEMENTS	<u>Unmodified</u>
Type of auditors’ report issued	
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Non-compliance material to the financial statements?	<u>No</u>
 PERFORMANCE AUDIT	
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified?	<u>None Reported</u>
Type of auditor’s report issued on performance for local school construction bonds:	<u>Unmodified</u>

PART II – FINANCIAL STATEMENT FINDINGS

There were no audit findings or recommendations related to the 2017-18 Measure K Bond Building Fund financial statements.

PART III – PERFORMANCE AUDIT FINDINGS

There were no audit findings or recommendations related to the performance audit of the 2017-18 Measure K Bond Building Fund.

**MEASURE K BOND BUILDING FUND
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT
Summary Schedule of Prior Audit Findings
For the Year Ended June 30, 2018**

PART IV – PRIOR AUDIT FINDINGS

There were no audit findings in the prior year.



Board Meeting Agenda Item Information

<p>Meeting Date: March 27, 2019</p>	<p>Agenda Item: 171.996 Board Consideration of Approval of Resolution No. 12 Authorizing the Filing of Documents Under the State School Facility Program – Applications Received Beyond Bond Authority List</p>
<p>Presenter: Lois Yount</p>	<p>Action Item: XX Information Item: Public Hearing:</p>

The Office of Administrative Law approved emergency regulations on November 1, 2012 that impacted how the Office of Public School Construction (OPSC) will process applications received after existing bond authority is no longer available for New Construction and Modernization applications. These regulations establish a State Allocation Board (SAB) acknowledged list for projects that are received by OPSC after bond authority is exhausted. The new list is called the *“Applications Received Beyond Bond Authority List.”* Applications placed on this list will only undergo an intake review to ensure all of the required documents have been submitted, but will not be fully processed by the OPSC nor presented to the SAB for approval.

All New Construction application received after September 12, 2018 and all Modernization applications received after February 28, 2019 will be subject to the regulations and processing procedures, as approved by the SAB on September 17, 2012.

After applications are received and date stamped, the OPSC intake staff will review the application packages to ensure that no required documents are missing. Application packages that include all required documentation will be identified as Approved Applications.

A new construction or modernization application package received after the dates outlined above must include a school board resolution that includes several acknowledgements, as specified in regulation section 1859.95.1.

Approved Applications will be placed on the *“Applications Received Beyond Bond Authority List”* in the order of date received. This list will be presented to the SAB for acknowledgement, but not approval. Because the applications will not be fully processed for final grant determination, the project funding amounts on the list will be estimates only and would likely be different if finalized.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 12

AUTHORIZING THE FILING OF DOCUMENTS UNDER THE STATE SCHOOL FACILITY PROGRAM – APPLICATIONS RECEIVED BEYOND BOND AUTHORITY LIST

WHEREAS, the Board of Education has determined that school facilities within the Galt Joint Union Elementary School District within Sacramento County need to be modernized and/or constructed; and

WHEREAS, the State Allocation Board has established an “Applications Received Beyond Bond Authority List” for projects that have been received.

Pursuant to Title 2, California Code of Regulations Section 1859.95.1, the School Board of Galt Joint Union Elementary School District hereby acknowledges the following:

- (1) The Board acknowledges that the remaining School Facility Program bond authority is currently exhausted for the funds being requested on the following applications:
 - Greer Elementary School - modernization
- (2) The Board acknowledges that the State of California is not expected nor obligated to provide funding for the projects and the acceptance of the applications does not provide a guarantee of future State funding.
- (3) The Board acknowledges that any potential future State bond measures for the School Facility Program may not provide funds for the applications being submitted.
- (4) The Board acknowledges that criteria (including, but not limited to, funding, qualifications, and eligibility) under a future State school facilities program may be substantially different than the current School Facility Program. The district’s Approved Application may be returned.
- (5) The Board acknowledges that they are electing to commence any pre-construction or construction activities at the district’s discretion and that the State is not responsible for any pre-construction or construction activities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Galt Joint Union Elementary School District acknowledges the requirements for the submittal of documents under the State School Facility Program pursuant to Title 2, California Code of Regulations Section 1859.95.1.

PASSED AND ADOPTED by the Galt Joint Union Elementary School District Board of Education on March 27, 2019, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

I, _____, Clerk of the Board of Education, do hereby certify that the foregoing is a full, true, and correct copy of a resolution accepted by said Board at a regular meeting held at its regular place of meeting by the vote above stated, which resolution is on file in the office of the said Board.

Clerk of the Board of Education



Board Meeting Agenda Item Information

<p>Meeting Date: March 27, 2019</p>	<p>Agenda Item: 171.997 Board Consideration of Approval of Contract Agreement Between GJUESD and KCB Investments LLC for Project Inspection Services at Greer Elementary School</p>
<p>Presenter: Lois Yount</p>	<p>Action Item: XX Information Item: Public Hearing:</p>

All school construction projects under the jurisdiction of the Division of State Architects (DSA) must have a certified project inspector on site. KCB Investments LLC, Kent Brandon, meets all DSA compliance requirements.

Attached is a cost proposal for Greer Elementary Classroom Modernizations and an agreement between GJUESD and KCB Investments LLC not to exceed \$25,000 for inspection services over the estimated three months of construction.

Board approval is recommended.

DSA Inspection Proposal

3-15-2018

From: KCB Investments LLC

3450 Hector Road

Newcastle, CA 95658

To: Galt Joint Union Elementary School District

Re: Vernon Greer Elementary School Classroom Modernization 02-116696

We propose to perform DSA construction inspection for the aforementioned project, estimated to be completed within a 3 month construction time frame.

1. Price to be \$90.00 per hour with a 2 hour minimum charge per visit.
2. The project inspection fee estimated to not exceed \$15,000 for the 3 month schedule.
3. Work to include all observations, inspections, documentation and reports as required by the Division of State Architect per title 24 of the California Building code, relating to the DSA project inspector.
4. Inspector to be Kent Brandon.
5. We are to be an independent contractor, no benefits will be paid, and we determine; our hours based on project needs, methods, means, and provide our own tools.
6. GJUESD agrees it does not have any employees that are currently members of the Cal PERS retirements system that work in the category of DSA Inspector.
7. Billing to be monthly, payment within two weeks of billing date.

Sincerely;

Kent Brandon

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

INSPECTOR SERVICES AGREEMENT

March 15, 2018

AGREEMENT FOR INSPECTOR OF RECORD SERVICES

This agreement is made and entered into this 28th of March, 2019, between Galt Joint Union Elementary School District, hereinafter referred to as “DISTRICT”, and KCB Investments LLC, hereinafter referred to as “INSPECTOR”, in regard to Greer Elementary School Classroom Modernizations hereinafter referred to as “PROJECT”. The parties do hereby contract and agree as follows:

(A) The INSPECTOR shall at all times be qualified and approved by the Division of the State Architect, Department of General Services, State of California, and shall at all times maintain proper qualifications, to perform the duties of and act as General Building Inspector on school building construction projects and modification of the type for which he/she agrees to perform inspection services.

(B) The INSPECTOR agrees to discharge the duties of an inspector as specified in California Education Code Sections 17309 and 17311 and Sections 4-333 and 4-342 of Title 24 of the California Code of Regulations. These duties include, but are not limited to, the following:

(1) General. The INSPECTOR shall act under the direction of the architect and/or registered engineer.

(2) Duties. The general duties of the INSPECTOR in fulfilling his/her responsibilities are as follows:

(a) Continuous Inspection Requirement. The INSPECTOR must have actual personal knowledge, which is obtained by his or her personal and continuous inspection of the work of construction in all stages of its progress, as set forth in California Education Code Sections 17309 and 81141, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work. Work, such as concrete work or brick work which can be inspected only as it is placed, shall require the constant presence of the INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while the INSPECTOR is not present. In any case, the INSPECTOR must personally inspect every part of the work. In no case shall the INSPECTOR have or assume any duties which will prevent him/her from providing continuous inspection.

(b) Relations with Architect and Engineer. The INSPECTOR shall work under the general direction of the architect and/or registered engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the architect and/or registered

engineer for interpretation and instructions. In no case, however, shall the instruction of the architect and/or registered engineer be construed to cause work to be done which is not in conformity with approved plans, specifications, and change orders. Interpretations received by the INSPECTOR which cause deviations from the approved drawings and specifications shall be referred to the responsible architect for preparation of change orders to cover the required work.

(c) Job File. The INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the architect for proper action. The inspector, as a condition of his employment, shall have, and maintain, on the job at all times, all codes and documents referred to in the plans and specifications.

(d) Inspector's Semimonthly Reports. The INSPECTOR shall keep the architect and/or registered engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required in Section 4-342 of Title 24 of the California Code of Regulations.

(e) Inspector's Daily Report to District. The INSPECTOR shall keep the DISTRICT thoroughly informed as to the progress of the work by submitting daily reports in writing to the DISTRICT.

(f) Notifications to Division of the State Architect. The INSPECTOR shall notify the Division of the State Architect:

- (i) When work is started on the PROJECT.
- (ii) At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
- (iii) At least 48 hours in advance of the first pour of concrete.
- (iv) When work is suspended for a period of more than two weeks.

(g) Construction Procedure Records. The INSPECTOR shall keep a record of certain phases of construction procedure including, but not limited to, the following:

- (i) Concrete pouring operations. The record shall show the time and date of placing concrete and the time and date of removal of forms in each portion of the structure.

(ii) Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.

(iii) Penetration under the last ten (10) blows for each pile when piles are driven for foundations.

All records of construction procedure shall be kept on the job until the completion of the work. All records kept by the INSPECTOR arising out of or in any way connected with the PROJECT shall be and remain the property of the DISTRICT.

Audit. Inspector shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement. These records shall be maintained for a period of at least three (3) years after final payment has been made, subject to any applicable rules, regulations or statutes.

District's authorized representative(s) shall have access, with reasonable notice, to any books, documents, papers, electronic data, and other records which they determine to be pertinent to this Agreement for performing an audit, evaluation, inspection, review, assessment, or examination. These representative(s) are authorized to obtain excerpts, transcripts, and copies, as they deem necessary.

Should Inspector disagree with any audit conducted by District, Inspector shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with District a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. Inspector shall not be reimbursed by District for such an audit.

In the event Inspector does not make available its books and financial records at the location where they are normally maintained, Inspector agrees to pay all necessary and reasonable expenses, including legal fees, incurred by District in conducting any audit.

(h) Deviations. The INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to his/her attention. Copies of such notice shall be forwarded immediately to the architect and/or registered engineer, and to the Division of the State Architect.

Failure on the part of the INSPECTOR to notify the contractor of deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by his/her contract in accordance with the approved plans and specifications and all laws and regulations.

(i) Verified Reports. The INSPECTOR shall make and submit to the Division of the State Architect verified reports pursuant to Section 3-342 of Title 24 of the California Code of Regulations. The INSPECTOR shall prepare and deliver to the Division of the State Architect detailed statements of fact regarding materials, operations, etc., when requested.

(j) Violations. Failure, refusal, or neglect on the part of the INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal, or neglect to report immediately, in writing, any such violation to the architect and/or registered engineer, to the DISTRICT, and to the Division of the State Architect shall constitute a violation of the Field Act and shall be cause for the Division of the State Architect to take action.

(k) Insurance. The INSPECTOR shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect the INSPECTOR and DISTRICT from claims which may arise out of or result from the INSPECTOR's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(i) Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(ii) Comprehensive general and auto liability insurance with limits of not less than \$250,000 for contract amounts less than or equal to \$10,000 and limits of not less than \$500,000 for contract amounts greater than \$10,000 combined single limit, bodily injury and property damage liability per occurrence, including:

- a. Owned, non-owned and hired vehicles;
- b. Blanket contractual;
- c. Broad form property damage;
- d. Products/completed operations; and
- e. Personal injury.

(iii) Each policy of insurance required in (ii) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of the INSPECTOR hereunder, such policy is primary and any insurance carried by the DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. The INSPECTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the INSPECTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the INSPECTOR fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of the INSPECTOR, and in such an event, the INSPECTOR shall reimburse DISTRICT upon demand for the cost thereof.

(l) Assignment. INSPECTOR shall not assign or transfer this AGREEMENT or any interests of INSPECTOR herein without the prior written approval of the DISTRICT. Any such attempt by the INSPECTOR to assign or transfer this AGREEMENT or any of its interests herein without DISTRICT approval shall be void and of no force or effect. No individual person assigned to provide the services hereunder for the PROJECT may be changed or substituted without prior written consent of the DISTRICT. Such consent may be given or withheld in the DISTRICT's absolute discretion.

(m) Administration. The INSPECTOR shall produce, or shall hire the necessary independent contractors and/or consultants needed to produce, a clerically smooth product for the DISTRICT and for the INSPECTOR's routine correspondence with the DISTRICT. These clerical services shall be provided at no additional expense to the DISTRICT.

(n) Conflict of Interest. The INSPECTOR hereby represents, warrants and covenants that: (i) at the time of execution of this AGREEMENT, the INSPECTOR has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this AGREEMENT; and (ii) the INSPECTOR shall not employ in the performance of services under this AGREEMENT any person or entity having such an interest.

(C) Compensation. The DISTRICT agrees to pay the INSPECTOR \$90.00 Per [hour], for a total not to exceed \$25,000.00 for these services, payable upon monthly billings submitted by the INSPECTOR. Such payments shall commence on May 1, 2019.

(D) The INSPECTOR agrees to discharge the duties as set out in this contract in a manner satisfactory to the Division of the State Architect and the Architect retained by the DISTRICT. The INSPECTOR shall devote each working day to the inspection of Marengo Ranch which has and will be referred to throughout this AGREEMENT as the “PROJECT(S)”.

(E) Term of Contract.

(1) The term of this contract shall be from March 28th, 2019 until one of the following occurs:

(a) The PROJECT or PROJECT(S) are completed;

(b) The PROJECT or PROJECT(S) are suspended or abandoned prior to completion as provided in Section (F) of this contract;

(c) Funding for the PROJECT is not received or denied by the State Allocation Board or Office of Public School Construction; or

(d) The DISTRICT decides that the INSPECTOR’s performance under the contract is unsatisfactory as provided in Section (F) of this contract.

(F) Termination. This AGREEMENT may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a substantial failure of performance by such other party, including insolvency of the INSPECTOR; or if the DISTRICT should decide to abandon or indefinitely postpone the PROJECT.

(1) In the event of a termination based upon abandonment or postponement by DISTRICT, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement plus any sums due the INSPECTOR for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this AGREEMENT, consideration shall be given to both completed work and work in process of completion and other documents whether delivered to the DISTRICT or in the possession of the INSPECTOR. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased inspection and replacement costs shall be deducted from payments to the INSPECTOR.

(2) In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph (F)(3) below, and INSPECTOR shall have no greater rights than it would have had if a termination for

convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by INSPECTOR.

(3) This AGREEMENT may be terminated without cause by DISTRICT upon fourteen (14) days of written notice to INSPECTOR. In the event of a termination without cause, the DISTRICT shall pay INSPECTOR for all services performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination plus any sums due the INSPECTOR for Board approved extra services.

(4) In the event of a dispute between parties as to performance of the work or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, the INSPECTOR agrees to continue the work diligently to completion. If the dispute is not resolved, the INSPECTOR agrees it will neither rescind the AGREEMENT nor stop the progress of the work, but the INSPECTOR's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the PROJECT has been completed, and not before.

(H) Hold Harmless. To the fullest extent permitted by law, the INSPECTOR agrees to indemnify, defend and hold the DISTRICT entirely harmless from all liability arising out of:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to the INSPECTOR's employees or the INSPECTOR's subcontractor's employees arising out of INSPECTOR's work under this AGREEMENT; and

(2) Liability for damages for (a) death or bodily injury to person; (b) injury to, loss or theft of property; (c) any failure or alleged failure to comply with any provision of law or (d) any other loss, damage or expense arising under either (a), (b), or (c) herein this paragraph, sustained by the INSPECTOR or any person, firm or corporation employed by the INSPECTOR upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;

(3) Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the INSPECTOR, or any person, firm or corporation employed by the INSPECTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

INSPECTOR, at INSPECTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees on account of or founded upon any of the causes, damages or injuries identified herein Section H and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

(I) Nothing contained in this AGREEMENT shall create a contractual relationship with or cause of action in favor of any third party against either the DISTRICT or the INSPECTOR.

(J) The DISTRICT and the INSPECTOR, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The INSPECTOR shall not assign this AGREEMENT.

(K) This AGREEMENT shall be governed by the laws of the State of California.

(L) Each of the PARTIES have had the opportunity to, and have to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and INSPECTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the INSPECTOR.

(M) The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

The parties, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

INSPECTOR:

GALT JOINT UNION
ELEMENTARY SCHOOL
DISTRICT:

By: KCB Investments LLC

By: Karen Schauer



Board Meeting Agenda Item Information

Meeting Date: March 27, 2019	Agenda Item: 171.998 Board Consideration of Approval of Lease-Leaseback Preconstruction Services Agreement with S+B James Construction Management Company for Greer Elementary School
Presenter: Lois Yount	Action Item: XX Information Item: Public Hearing:

Upon Board approval of the contract document, S+B James Construction Management Company will perform preconstruction services which will include ordering necessary equipment, preparation of a construction schedule, and finalizing the cost estimates. It is expected that the final Lease-Leaseback Back (LLB) guaranteed maximum price and LLB contracts will be submitted for Board approval on April 24, 2019.

The Greer Elementary Classroom Modernization includes conversion and remodeling of existing classrooms including associated electrical, carpentry, plumbing, drywall, acoustical ceilings and all finishes, fixtures and other miscellaneous work. In addition, two student bathrooms will be modernized and retrofitted as age appropriate.

Supporting documents include proposal evaluations and best value scoring.

Fiscal Impact: \$3,800 Measure K Funds

Board approval is recommended.

Review of Lease-Leaseback Proposals Received for GJUESD

Received on March 15th, 2019

Greer Elementary School Classroom Modernization

Proposals were received from the following Contractors:

- Diede Construction (Woodbridge, CA)
- Otto Construction (Sacramento, CA)
- S+B James Construction Management Company (Sacramento, CA)

All Contractors were prequalified with the District and attended the mandatory pre-conference site walk at Greer Elementary School.

PROPOSAL EVALUATION AND BEST VALUE SCORING:

The District's Evaluation Committee consisted of the following:

- Lois Yount, Director of Business Services
- Kevin Sellstrom, Maintenance, Operations, Transportation Supervisor
- Rick Bir, DCA Senior Project Manager

Each member independently scored each proposal based on the evaluation categories set forth in the District's adopted LLB evaluation process.

Phase 1:

Determine total technical score using the criteria attached. The maximum technical score is 150. Either failing the mandatory requirements or receiving a technical score of less than 113 disqualifies the proposal.

Conclusion of Phase 1:

- Diede Construction failed a mandatory requirement, therefore their proposal was disqualified.
- Otto Construction and S+B James Construction received total technical scores ranging from 135-148. Their proposals moved forward with Phase 2.

Phase 2:

Determine the total price score for proposals for Preconstruction Services, Lease-Leaseback Fee, and General Conditions Cost. The total price score is 100 points.

- Otto Construction scored 22 points
- S+B James Construction scored 100 points

Conclusions and Recommendations:

After completing the evaluation, best value scoring, interviews, and reference checks, the committee recommends S+B James Construction for the District's LLB partner for Greer Elementary. Determining factors include construction schedule, best value, LLB experiences, and professional references.

EVALUATION CATEGORY: Qualifications/Technical	POINTS POSSIBLE	Diede Construction		Otto Construction		S+B James Construction	
		Pass	Fail	Pass	Fail	Pass	Fail
1 Mandatory Requirements							
2 Firm and Personnel Experience and Qualifications	25	n/a	n/a	25	20	25	20
3 Capacity and Methodology	35	n/a	n/a	35	35	35	35
4 Litigation and Disputes	10	n/a	n/a	8	9	10	10
5 Experience and Past Performance	35	n/a	n/a	35	30	35	30
6 Preconstruction Services	10	n/a	n/a	9	10	10	10
7 Safety	5	n/a	n/a	5	4	5	5
8 Financial Information	20	n/a	n/a	20	18	20	18
9 Labor Compliance/Skilled and Trained Workforce	5	n/a	n/a	5	5	20	4
10 Exceptions to Preconstruction/LLB Documents	5	n/a	n/a	5	5	3	5
MAXIMUM TECHNICAL SCORE	150	n/a	n/a	147	136	148	137
						142	

Services	Otto Construction	S+B James Construction
Preconstruction Services Fee Proposal	\$37,620.00	\$3,800.00
Points Assigned: Total Points Possible = 20	0	20
Lease-Leaseback Fee Proposal	7.75%	5.00%
Points Assigned: Total Points Possible = 40	22	40
General Conditions Cost	\$46,857/month	\$17,510/month
Points Assigned: Total Points Possible = 40	0	40
Total Possible = 100	22	100

Services	Price Ranking from Low to High	Points Assigned	Max Points		
Preconstruction Services	Up to 4.9% higher than average cost	20 points	20 points		
	5% - 9.9% higher than average cost	18 points			
	10% - 14.9% higher than average cost	16 points			
	15% - 19.9% higher than average cost	14 points			
	20% - 24.9% higher than average cost	12 points			
	25% - 29.9% higher than average cost	8 points			
	30% or more higher than average cost	0 points			
Lease-Leaseback Fee	Low Fee	40 points	40 points		
	Up to 0.5% higher than low fee	37 points			
	0.51% - 1.0% higher than low fee	34 points			
	1.01% - 1.5% higher than low fee	31 points			
	1.51% - 2.0% higher than low fee	28 points			
	2.01% - 2.5% higher than low fee	25 points			
	2.51% - 2.5% higher than low fee	22 points			
	3.01% - 3.5% higher than low fee	19 points			
	More than 3.5% higher than low fee	0 points			
	Low Cost	40 points			
General Conditions Cost	Up to 4.9% higher than low cost	37 points	40 points		
	5.0% - 9.9% higher than low cost	34 points			
	10.0% - 14.9% higher than low cost	31 points			
	15.0% - 19.9% higher than low cost	28 points			
	20.0% - 24.9% higher than low cost	25 points			
	25.0% - 30.0% higher than low cost	22 points			
	More than 30% higher than low cost	0 points			
	MAXIMUM TOTAL PRICE SCORE			100 POINTS	

**AGREEMENT FOR PRELIMINARY SERVICES
FOR THE CONSTRUCTION OF IMPROVEMENTS**

This Agreement is made and entered into this 27th day of March, 2019, between the Galt Joint Union Elementary School District hereinafter referred to as "DISTRICT" and S+B James Construction Management Company hereinafter referred to as "DEVELOPER," for the purposes of providing preliminary consulting services to facilitate and manage Greer Elementary Classroom Modernizations.

WHEREAS, DISTRICT has selected DEVELOPER to provide all facets needed to complete development of the Project pursuant to Education Code section 17406, including the preliminary consulting services detailed in this Agreement;

WHEREAS, DEVELOPER desires to provide certain consulting services to the DISTRICT with respect to reviewing the Plans and Specifications for the Project, prepare cost estimates, prepare construction schedules, obtain proposals from trade contractors, and other related services in preparation for the Project's development;

WHEREAS, DEVELOPER represents that it and its referenced consultants are properly licensed and have the expertise and experience to obtain pricing from contractors, develop construction schedules, identify and order long lead items, coordinate construction activities, review and execute lease documents and perform the other development services set forth in this Agreement; and

WHEREAS, DISTRICT and DEVELOPER plan to enter into lease agreements which include construction provisions and related exhibits for the development of the Project pursuant to Education Code section 17406 (collectively, the "Lease Agreements") after DEVELOPER's performance of its duties as set forth in this Agreement.

WHEREAS, the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. -- SCOPE OF DEVELOPER SERVICES

- A. Scope.** DEVELOPER, as the DISTRICT's development consultant and authorized representative as contemplated by Business and Professions Code 7040, agrees to perform the services described in **Exhibit B**.
- B. Warranty.** DEVELOPER agrees and represents that it is qualified to properly provide the services set forth in this Agreement in a manner which is consistent with the generally accepted standards of DEVELOPER's profession. DEVELOPER further represents and agrees that it will perform said services in a legally adequate manner

in conformance with applicable federal, state and local laws and guidelines, including, but not limited to, State Allocation Board guidelines for school construction and labor compliance programs.

- C. Schedule.** Services outlined above will commence on the date the DISTRICT issues a notice to proceed for the Agreement, and conclude on or about May 31, 2019. It is anticipated that construction will commence on or about June 10, 2019. A more detailed schedule will be provided in the construction provisions. Any extension shall be subject to reasonable approval in writing by the parties.
- D. Limited Authority.** The duties, responsibilities and limitations of authority of DEVELOPER shall not be restricted, modified or extended without written agreement between the DISTRICT and DEVELOPER.
- E. Construction.** Upon agreement on the Guaranteed Maximum Price ("GMP") and DSA approval of the Plans and Specifications, the DISTRICT and DEVELOPER plan to enter into the formal Lease Agreements to provide for the development of the Project; therefore, DEVELOPER shall perform the services described herein in a timely manner, consistent with the commencement dates stated herein. The formal Lease Agreements shall govern the construction and delivery of the Project.

ARTICLE II. -- DISTRICT'S RESPONSIBILITIES

The DISTRICT has and shall continue to provide to DEVELOPER information regarding requirements for the Project, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. DISTRICT will retain the firm of Parker and Covert LLP to represent the DISTRICT in negotiations and preparation of all legal documents, including the formal Lease Agreements in accordance with Education Code section 17406.

ARTICLE III. -- TERMINATION

- A. Termination by DEVELOPER.** This Agreement may be terminated by DEVELOPER upon fourteen (14) days written notice to DISTRICT in the event of an uncured substantial failure of performance by DISTRICT, unless the DISTRICT has acted to commence cure efforts in any case where a reasonable cure can not be concluded within the fourteen (14) day notice period.
- B. Termination by DISTRICT.** This Agreement may be terminated at any time without cause by DISTRICT upon fourteen (14) days written notice to DEVELOPER. In the event of such a termination by DISTRICT, the DISTRICT shall pay DEVELOPER for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by DEVELOPER pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due DEVELOPER for Board approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process that would best serve the DISTRICT if a completed product was presented.

- C. Ownership of Records.** It is mutually agreed that all materials prepared by DEVELOPER under this Agreement shall become the property of the DISTRICT and DEVELOPER shall have no property right therein whatsoever. DEVELOPER hereby assigns to DISTRICT any copyrights associated with the materials prepared pursuant to the Agreement. Immediately upon termination and upon written request, the DISTRICT shall be entitled to, and DEVELOPER shall deliver to the DEVELOPER, all data, drawings, specifications, reports, estimates, summaries and such other materials and commissions as may have been prepared or accumulated to date by the DISTRICT in performing the Agreement (the "Termination Material") which is not DEVELOPER privileged information, as defined by law, or DEVELOPER's personnel information.

ARTICLE IV. -- COMPENSATION TO DEVELOPER

In consideration of DEVELOPER performance of services hereunder, DISTRICT agrees to:

Reimburse DEVELOPER in the amount not to exceed Three Thousand Eight Hundred Dollars (\$3,800.00) for the performance of services contemplated by this Agreement. DEVELOPER shall be paid monthly for the actual fees incurred in line with the hourly fee schedule attached hereto as **Exhibit C** as well as for the allowed costs and expenses for all time and materials required and expended for work requested and specified by the DISTRICT as completed. Said amount shall be paid within thirty (30) days upon submittal to (and verification by) the DISTRICT of a monthly billing statement showing completion of the tasks for that month on a line item basis. When DEVELOPER and DISTRICT enter into the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price to be paid to DEVELOPER by DISTRICT.

DEVELOPER shall be responsible for any and all costs and expenses incurred by DEVELOPER, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with DISTRICT and its representatives, long distance telephone charges, copying expenses, salaries of DEVELOPER staff and employees working on the Project, overhead, and any other reasonable expenses incurred by DEVELOPER in performance of the services contemplated by this Agreement.

ARTICLE V. -- LEASE DOCUMENTS

Provided that an acceptable GMP is agreed to by the DISTRICT, DISTRICT and DEVELOPER shall enter into formal Lease Agreements which will govern the lease, construction and delivery of the Project subsequent to approval of the Plans and Specifications and DEVELOPER obtaining bids for delivery of a GMP for the Project which is acceptable to the DISTRICT. Parties anticipate entering into said documents on or about April 24, 2019.

ARTICLE VI. -- MISCELLANEOUS

- A. Indemnity.** DEVELOPER shall indemnify, defend and hold harmless DISTRICT, its administrators, Board and employees from all claims, liabilities, lawsuits, costs, losses, expenses, damages or judgments arising from any negligent or intentional acts or

omissions of DEVELOPER, its agents, employees and consultants relating to DEVELOPER performance of its obligations under this Agreement. DEVELOPER shall also defend, indemnify and hold harmless the DISTRICT from any claim for employment benefits, worker's compensation or other benefits, by any agent or employee of DEVELOPER. In addition to the foregoing, each party shall indemnify, defend and hold harmless the other from all claims, demands, liabilities and actions arising out of claims for payment of fees, costs or expenses incurred by the indemnifying party with third parties in connection with their respective activities under this Agreement.

B. Insurance. DEVELOPER shall not commence any work before obtaining and shall maintain in force at all times during the duration and performance of this Agreement and the Project the policies of insurance specified in this Section. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

1. Prior to execution of this Agreement and prior to commencement of any work, DEVELOPER shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the Agreement. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Subject to acceptance by the DISTRICT, DEVELOPER's insurer will provide complete certificates of insurance and upon request certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. DEVELOPER agrees to furnish one copy of each required policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the DISTRICT shall not relieve or decrease any liability of DEVELOPER.
2. In addition to any other remedy the DISTRICT may have, if DEVELOPER fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due under this Agreement.
3. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.
4. Any deductibles must be declared to, and approved by, the DISTRICT.
5. The requirement as to types, limits, and the DISTRICT's approval of insurance coverage to be maintained by DEVELOPER are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by DEVELOPER under the Agreement.

6. DEVELOPER and its subconsultants and subcontractors shall, at their expense, maintain in effect at all times during the performance or work on the Project not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by DEVELOPER and its subconsultants and subcontractors of the following coverage and limits of insurance is a material element of this Agreement. The failure of DEVELOPER or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Agreement.
7. Worker's Compensation and Employer's Liability Insurance.
 - a. Worker's Compensation - Insurance to protect DEVELOPER, its contractors, subconsultants and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. DEVELOPER shall execute a certificate in compliance with Labor Code Section 3700, on the form attached to this Agreement.
 - b. Claims Against DISTRICT - If an injury occurs to any employee of DEVELOPER for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the DISTRICT under the provisions of said Act, for which compensation is claimed from the DISTRICT, and if such injury is a compensable injury under said Acts, there will be retained out of the sums due DEVELOPER under this Agreement, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the DISTRICT is required to pay such compensation, the amount so paid will be deducted and retained from any sums due, or to become due to DEVELOPER.
8. Commercial General and any Auto Automobile Liability Insurance.
 - a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000 per occurrence.
 - b. The Commercial general and any auto automobile liability insurance coverage shall also include, or be endorsed to include, the following:
 - (i) Provision or endorsement naming the DISTRICT and each of its officers, officials, employees, agents, and volunteers as additional insureds in regards to: liability arising out of the performance of or failure to perform any work under the Agreement or on the Project; liability arising out of activities

performed by or on behalf of DEVELOPER; premises owned, occupied or used by DEVELOPER; or automobiles owned, leased, hired or borrowed by DEVELOPER. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officers, officials, employees, agents or volunteers.

- (ii) Provision or endorsement stating that for any claims related to this Project, DEVELOPER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents, and volunteers to the extent the DISTRICT is an additional insured. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be in excess of DEVELOPER's insurance and shall not contribute with it.
- (iii) Provision or endorsement stating that DEVELOPER's failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the DISTRICT, its officers, officials, employees, agents, or volunteers.
- (iv) Provision or endorsement stating that DEVELOPER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by DEVELOPER under the Agreement, including, without limitation, that set forth in Article VI, Section A, Indemnity.

- C. No Design Responsibility.** DISTRICT acknowledges that DEVELOPER, in performing those services set forth in this Agreement, will be acting as a knowledgeable and experienced contractor in carrying out its duties under this Agreement and is not acting, and does not purport to act, as a design professional and is assuming no design responsibility under this Agreement.
- D. Limitation of Liability.** DEVELOPER's liability arising out of the performance of the work hereunder shall be limited to the aggregate of (1) the insurance coverage limits required under this Agreement; (2) any additional insurance coverage provided by DEVELOPER's policies for any such loss or damage; and (3) the amount of fees and expenses paid by DISTRICT to DEVELOPER in connection with this Agreement.
- E. Independent Contractor.** DEVELOPER, in the performance of this Agreement, is and shall be and an independent Contractor. DEVELOPER understands and agrees that DEVELOPER and all of DEVELOPER's employees, agents, contractors, subcontractors, consultants, and subconsultants shall not be considered officers, officials, employees or agents of the DISTRICT.

- F. No Third Party Rights.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party that is not a party to this agreement against either the DISTRICT or DEVELOPER.
- G. Binding on Successors.** The DISTRICT and DEVELOPER, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. DEVELOPER shall not assign this Agreement.
- H. Governing Law.** This Agreement shall be governed by the laws of the State of California, and venue for any action to enforce shall be in the County in which the Project is located.
- I. Modifications.** This Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and DEVELOPER.

This Agreement has been entered into as of the day and year first written above.

"DISTRICT"

"DEVELOPER"

**GALT JOINT UNION ELEMENTARY
CONSTRUCTION SCHOOL DISTRICT**

**S+B James
Construction**

By: _____

By: _____

Name: Karen Schauer
Title: Superintendent

Name: _____
Title: _____

Exhibit A

Workers' Compensation Certificate

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

By: _____

Title: _____

Exhibit B

Scope of Services

DEVELOPER shall provide all usual and all reasonable services as needed in the circumstances and such services shall include without limitation:

A. Site Evaluation and Coordination

1. Evaluate existing site to determine access requirements, undocumented utility appurtenances, condition of salvage items and impacts from observable soil conditions.
2. Provide recommendations relating to soil investigations and utility locations and capacities.
3. Develop written report capturing observations and subsequent recommendations and submit to DISTRICT.

B. Plan Review

1. Review initial conceptual design and make recommendations to assist in achieving conformance with DISTRICT's construction budget.
2. Review plans and specifications for each design increment at 100% DD phase and CD Phase (prior to DSA submittal) and evaluate design concepts, systems and details for construction and sequence feasibility.
3. Develop written report capturing observations and subsequent recommendations and submit to DISTRICT.
4. Meet and work with DISTRICT's design team to insure that project design is consistent with DISTRICT's current design standards and incorporates relevant recommendations.

C. Meetings

1. Attend weekly Design Team meetings, DISTRICT and site staff meetings, and other community and stakeholder meetings as required.

D. Accounting and Budget Management System

1. In concert with DISTRICT staff and consultants, develop the Project accounting and budget management systems. A process of providing up to date costs is required. During construction, monthly reporting will be required.

E. Value Engineering

1. Review plans and specifications and make recommendations for each design increment and evaluate design concepts, systems and details for cost effectiveness, space usage, and schedule efficiencies.
2. Provide DISTRICT with two (2) written evaluations of plan review at two different design stages (stages to be determined) and provide subsequent recommendations, including written analysis of long lead purchases with associated recommendations.

F. CPM Scheduling/Methodology and Strategic Plan

1. Develop one conceptual schedule (at design stage to be determined) for each design increment detailing projected sequence of work and duration.
2. Develop a master conceptual schedule for incorporating sequence and durations for scope of each design increment. Overall sequence of construction will be based on the information received from the DISTRICT, the Project architect and site staffs reflecting the school's schedule and potential construction conflicts from work of other contracts.
3. Prepare written narrative reflecting construction methodology and outlining strategic plan to be submitted with master schedule.
4. Develop cash flow projections in association with master conceptual schedules.

G. Preliminary and Detailed Estimating

1. Develop detailed estimates of probable construction costs for each design increment at the following stages of design:
 - a. 100% Completion - Conceptual Design Phase
 - b. 100% Completion - Design Development Phase
 - c. 50% Completion - Construction Document Phase
 - d. 90% Completion - Construction Document Phase/Submittal to DSA
2. Develop one detailed master estimate for complete site scope of work at minimum Design Development Phase.
3. Cost estimates will follow a unit price format broken down by Construction Specification Institute sections of work.

H. Construction Planning

1. Develop Construction Staging and Phasing plan consistent with design documents, Increment Submittals and DISTRICT's bond program execution schedule.
2. Indicate contractor lay-down areas, access points, temporary construction facilities (trailers, site fencing, etc).
3. Indicate campus traffic sequencing and special controls impacting campus operations.
4. Prepare a Construction Staging and Phasing plan and submit to DISTRICT.

I. Procurement/GMP Development

1. Prior to and in preparation of final GMP development, develop detailed scopes of work for each trade in each design increment.
2. Develop and initiate subcontractor pre-qualification process as required and evaluate responses.
3. Advertise and solicit subcontractor and vendor proposals for each applicable trade for each design increment proposal stage utilizing vendor databases and local resources for solicitation.
4. Evaluate subcontractor and vendor proposals for price, completeness, responsiveness and qualifications giving significant consideration to local subcontractors and vendors and negotiate with successful bidders as required.
5. In coordination with DISTRICT and Design Team, review subcontractor and vendor proposals to finalize selection of subcontractors and material vendors.
6. Develop final GMP proposals for each design increment utilizing selected subcontractors and material vendors and submit to DISTRICT in final cost proposal formats.

J. Schedule for Construction

DSA application was approved January 3, 2019. Construction is anticipated to start on June 10, 2019 and be completed by August 5, 2019.

Exhibit C

Preconstruction Services Budget

See Attached



PRECONSTRUCTION SERVICES BUDGET

PROJECT: Greer Elementary School Classroom Modernizations Project
LOCATION: Galt, CA
CLIENT: Galt Joint Union Elementary School District

DATE: 3/19/2019

DESCRIPTION	UNIT		PRICE	SUB TOTAL	TOTAL
Meetings					
Project Manager	4	HR	\$95	\$380	
Superintendent	4	HR	\$95	\$380	
Subtotal					\$760
GMP (Instructions to Bidders, Bid Analysis, etc.)					
Project Manager	12	HR	\$95	\$1,140	
Superintendent	4	HR	\$95	\$380	
Subtotal					\$1,520
Site Investigation					
Superintendent	8	HR	\$95	\$760	
Subtotal					\$760
Project Schedules/Long-Lead & Tenant-Furnished Procurement					
Project Manager	1	HR	\$95	\$95	
Superintendent	2	HR	\$95	\$190	
Subtotal					\$285
Constructability Reviews					
Project Manager	2	HR	\$95	\$190	
Superintendent	2	HR	\$95	\$190	
Subtotal					\$380
Site Logistics Plan					
Superintendent	1	HR	\$95	\$95	
Subtotal					\$95
Subtotal					\$3,800
Total Preconstruction Cost					\$3,800