

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

Regular Board Meeting  
Wednesday, April 25, 2018  
**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. STUDENT MATTER, Education Code §35146, 48918(c),
    - Stipulated Expulsion Case #17/18-02 and 17/18-03
  
  - 2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Tom Barentson, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
    - Employee Agency: (GEFA) Galt Elementary Faculty Association
    - Employee Agency: (CSEA) California School Employee Association
    - Non-Represented Employees
  
  - 3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
  
  - 4. 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. Communications**
  - 1. California Science Teachers Association (CSTA): Legislative Visit Appreciation
  - 2. Sacramento County Office of Education (SCOE): CA Distinguished School Award
  - 3. California Department of Education: CA Exemplary District Award
  - 4. California Department of Education: CA Distinguished School Award

**F. 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 Visitation To Fairsite School Readiness Center

**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.*

- 1. NASA Partnership: McCaffrey Middle School
- 2. Kentucky Valley Education Cooperative (KVEC) And GJUESD Visitations Toward Collaboration Opportunities
- 3. Common Core State Standards (CCSS) Implementation Consortium Stakeholder Presentation: GJUESD Superintendent

**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) Key Refinement Areas to Advance LCAP Goals
  - Key Refinement Areas
  - Upcoming Meeting Dates
- 2. California Department of Education: 2016-17 Performance Indicator Review Improvement Plan

**LCAP GOAL 4**

*School facilities are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> century learning.*

- 1. 2018 Canoemobile and Outdoor Education
- 2. Facilities and Measure K Implementation Update
  - Measure K Citizen’s Bond Oversight Committee Annual Report
  - GJUESD Facilities Updated Bond Project Matrix
- 3. GJUESD Schools Capacity and Enrollment Feedback
- 4. Joint Powers Authority (JPA)

**OTHER**

- 1. Williams Uniform Complaint Process (UCP) Quarter 3 Report

**G. Routine Matters/New Business**

171.877 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: March 21, 2018 Regular Board Meeting**

**c. Payment of Warrants:**

Vendor Warrant Numbers: 18391542-18391634, 18392726-18392788, 18393726-18393728, 18393846-18393900, 18394704-18394750, 18396171-18396215, 18396589-18396591, 18397201-18397267  
Certificated/Classified Payrolls Dated: 3/16/18, 3/30/18, 4/10/18

- d. Personnel
  - 1. Resignations/Retirement
  - 2. Leave of Absence Requests
  - 3. New Hires
  
- e. Out of State Conference Attendance by Kevin Sellstrom and Theresa Lambert: Annual School Transportation News Conference in Reno, Nevada, July 13-18, 2018

171.878	Consent Calendar (Continued) – Items Removed for Later Consideration	CC Items Removed
171.879	Board Action Regarding Student Matter #17/18-02 and 17/18-03	MOTION
171.880	Board Consideration of Approval of 2018-19 Job Shares	MOTION
171.881	Board Consideration of Approval of Measure K Bond Building Fund of GJUESD Audit Report Prepared by Christy White Associates	MOTION
171.882	Board Consideration of Approval of Resolution #14; Authorized Signatories for the GJUESD	MOTION
171.883	Board Consideration of Approval of Agreement Between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding Workload Limits for Speech-Language Pathologists	MOTION
171.884	Board Consideration Of Approval Of Resolution #15 Ordering The Layoff Of Classified Employees	MOTION
171.885	Board Consideration Of Approval Of Lease-Leaseback Pre-Construction Services Agreement with F&H Construction: Valley Oak Elementary School	MOTION
171.886	Board Consideration Of Approval Of Lease-Leaseback Pre-Construction Services Agreement with F&H Construction:Greer Elementary School	MOTION

**H. Pending Agenda Items**

- 1. School Furniture Analysis and Pilot Programs
- 2. School Facilities Capacity & Equity

**I. Public Comments** for topics not on the agenda

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

**J. Adjournment**

*The next regular meeting of the GJUESD Board of Education: May 23, 2018*

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**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

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**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**

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item:</b> Closed Session
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<ol style="list-style-type: none"> <li>1. STUDENT MATTER, Education Code §35146, 48918(c),       <ul style="list-style-type: none"> <li>▪ Stipulated Expulsion Case #17/18-02 and 17/18-03</li> </ul> </li> <li>2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6        Agency Negotiator: Karen Schauer, Tom Barentson, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano       <ul style="list-style-type: none"> <li>▪ Employee Agency: (GEFA) Galt Elementary Faculty Association</li> <li>▪ Employee Agency: (CSEA) California School Employee Association</li> <li>▪ Non-Represented Employees</li> </ul> </li> <li>3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957</li> <li>4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957       <ul style="list-style-type: none"> <li>▪ Superintendent</li> </ul> </li> </ol>	



## 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

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item:</b> Communication
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX

1. California Science Teachers Association (CSTA): Legislative Visit Appreciation
2. Sacramento County Office of Education (SCOE): CA Distinguished School Award
3. California Department of Education: CA Exemplary District Award
4. California Department of Education: CA Distinguished School Award



March 23, 2018

Karen Schauer  
Superintendent  
Galt Joint Union Elementary School District  
1018 C Street, Suite 210  
Galt, CA 95632



Dear Superintendent Schauer,

On behalf of the board and members of the California Science Teachers Association, I thank you for hosting me and our legislative guests at your school district to observe the California Next Generation Science Standards (CA NGSS) being implemented in primary and elementary grades. The Galt Joint Union Elementary School District is one of the model districts for CA NGSS implementation at the elementary level and therefore was the perfect choice for our visit. I know that Tanya Lieberman, deputy chief consultant for the Assembly Committee on Education, and Dan Kaplan, fiscal and policy analyst from the Legislative Analyst's Office, enjoyed their visit and learned a great deal from their experience. I am so grateful to you for spending the full day with us, leading us from site to site, and providing your unique and thoughtful insights into what it takes to implement CA NGSS in K-8.

Successful implementation of these new standards requires not only the quality and level of leadership that you, Claudia Del Toro-Anguiano, and Barbara Woods provide at the district level, it also requires high-quality, dedicated, and passionate teachers and principals at the site level such as those we met during our visit. The amount of time, energy, and commitment that the teachers in Galt JUESD have dedicated to implementing CA NGSS in their classrooms, gives their students an advantage over their peers in other districts who have not had this same investment in early science learning. This work is helping lay the groundwork for these students' long-term success in college, career, and citizenship. I applaud your teachers, principals, and students for their excellent work and commitment to realize a successful elementary science program.

Please extend my appreciation to the principals and teachers who were so gracious to spend some of their day with us and open up their schools and classrooms. From Lake Canyon Elementary: Sher Raquel, Jose Martin, Linda Ekstrom, and Judi Hayes; from Robert McCaffrey Middle School: Lisa Hegdahl, Nina McGroarty, Lori Corona, Deanna Mino, Melissa Leary, Michel Perez, Heidi Freedman, and Ron Rammer; and from Vernon Greer Elementary: Stacey Finley, Christa Dunkel, Kitty Setberg, and Stephanie Simonich. Each and every one of them were generous with their time, open and forthcoming with their responses to our many questions, and gracious hosts.



Thank you again for hosting and spending the day with us. The experience Ms. Lieberman and Mr. Kaplan had will help them inform state-level legislative and administration thinking and decisions regarding science education in California for years to come.

Sincerely,

Jessica L. Sawko  
Executive Director

cc: John Gordon, President, Galt Joint Union Elementary School District Board of Trustees  
Lori Corona, 8<sup>th</sup> Grade Science Teacher, McCaffrey Middle School  
Claudia Del Toro-Anguiano, Director of Curriculum, Galt Joint Union Elementary School District  
Christa Dunkel, 3<sup>rd</sup> Grade Teacher, V.E. Greer Elementary School  
Linda Ekstrom, TK/K Teacher, Lake Canyon Elementary School  
Stacey Finley, 2<sup>nd</sup> Grade Teacher, V.E. Greer Elementary School  
Heidi Freedman, Special Education Teacher, McCaffrey Middle School  
Judi Hayes, Principal, Lake Canyon Elementary School  
Lisa Hegdahl, 8<sup>th</sup> Grade Science Teacher, McCaffrey Middle School  
Melissa Leary, 7<sup>th</sup> Grade Science Teacher, McCaffrey Middle School  
Jose Martin, 3<sup>rd</sup> Grade Teacher, Lake Canyon Elementary School  
Nina McGroarty, 7<sup>th</sup> Grade Science Teacher, McCaffrey Middle School  
Deanna Mino, 8<sup>th</sup> Grade Science Teacher, McCaffrey Middle School  
Michel Perez, 7<sup>th</sup> Grade Science Teacher, McCaffrey Middle School  
Ron Rammer, Principal, McCaffrey Middle School  
Sher Raquel, 1<sup>st</sup> Grade Teacher, Lake Canyon Elementary School  
Kitty Setberg, 5<sup>th</sup> Grade Teacher, V.E. Greer Elementary School  
Stephanie Simonich, Principal, V.E. Greer Elementary School  
Barbara Woods, NGSS Project Director and Curriculum Coach, Galt Joint Union Elementary School District





## CALIFORNIA'S ADVOCATE FOR HIGH QUALITY SCIENCE EDUCATION

March 23, 2018

Barbara Woods  
NGSS Project Director and Curriculum Coach  
Galt Joint Union Elementary School District  
960 Lake Canyon Ave.  
Galt, CA 95632

Dear Barbara,

On behalf of the board and members of the California Science Teachers Association, I thank you for all the work and assistance you provided in helping me arrange a visit to your school district to observe the California Next Generation Science Standards (CA NGSS) being implemented in primary and elementary grades. I know that Tanya Lieberman, deputy chief consultant for the Assembly Committee on Education, and Dan Kaplan, fiscal and policy analyst from the Legislative Analyst's Office, enjoyed their visit and learned a great deal from their experience. I appreciate all of the time and effort it took for you to coordinate with the teachers' schedules, secure the time of your Superintendent and Director of Curriculum and Instruction, and organize as our hosts the principals from Lake Canyon Elementary School, McCaffrey Middle School, and Greer Elementary School. Every person involved in the visit was welcoming, gracious, and informative.

The Galt Joint Union Elementary School District is so fortunate to have you on their team supporting CA NGSS implementation in your district. It was clear to me during the course of our visit how much your leadership and hard work has made the difference in helping your district make great strides in CA NGSS implementation. Your efforts, along with the clear support from your Superintendent, Karen Schauer, and Director of Curriculum and Instruction, Claudia Del Toro-Anguiano, has made Galt JUESD one of the model districts for CA NGSS implementation at the elementary level and therefore the perfect choice for our visit.

As you well know, successful implementation of these new standards requires not only the quality and level of leadership that you and the district provide, it also requires high-quality, dedicated, and passionate teachers and principals such as those we met during our visit. The amount of time, energy, and commitment that the teachers in Galt JUESD have dedicated to implementing CA NGSS in their classrooms, gives their students an advantage over their peers in other districts who have not had this same investment in early science learning. This work is helping lay the groundwork for long-term success in college, career, and citizenship. I applaud your teachers, principals, and students for their excellent work and commitment to realize a successful elementary science program.

Thank you again for responding so quickly to my inquiry to arrange a visit to Galt and for your amazing coordination of the day's events. The experience Ms. Lieberman and Mr. Kaplan had will help them inform state-level legislative and administration thinking and decisions regarding science education in California for years to come.

Sincerely,

Jessica L. Sawko  
Executive Director

cc: Karen Schauer, Superintendent, Galt Joint Union Elementary School District

# Sacramento Office of Education County

MAILING: P.O. Box 269003, Sacramento, CA 95826-9003  
PHYSICAL LOCATION: 10474 Mather Boulevard, Mather, CA  
(916) 228-2500 • www.scoe.net

David W. Gordon  
Superintendent

April 9, 2018

BOARD OF EDUCATION

Brian M. Rivas  
President

O. Alfred Brown, Sr.  
Vice President

Joanne Ahola

Heather Davis

Harold Fong, M.S.W.

Bina Lefkowitz

Jacquelyn Levy

Donna Gill, Principal  
River Oaks Elementary School  
905 Vintage Oak Avenue  
Galt, CA 95632

Dear Principal Gill:

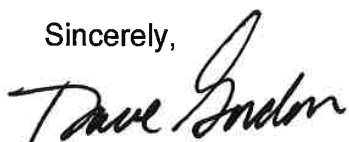
Congratulations on having River Oaks Elementary School named a 2018 California Distinguished School by the California State Board of Education!

The award recognizes schools that are considered to be some of the state's most exemplary public schools that best represent quality educational programs.

You, your staff, students, parents, and community are to be commended for making River Oaks Elementary a model for schools throughout the state.

Please accept, from the Sacramento County Board of Education and the Sacramento County Office of Education, our best wishes upon this wonderful achievement.

Sincerely,



David W. Gordon  
Sacramento County Superintendent of Schools

DWG/TH/lw

cc: Dr. Karen Schauer, Superintendent  
John Gordon, Board President





**CALIFORNIA DEPARTMENT  
OF EDUCATION**

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

April 2, 2018

Dear Principal:

Congratulations! I am pleased to inform you that your school has successfully completed the California Distinguished Schools Program application process and is being recognized as one of our California Distinguished Schools for 2018. The award reflects your school's success in making exceptional gains in implementing the academic content and performance standards adopted by the State Board of Education for all students by meeting state indicators as described on the California School Dashboard. Your success is a direct result of your dedicated and talented staff as well as your supportive school community.

You are cordially invited to attend our California School Recognition Program Awards Ceremony on May 3, 2018, at the Disneyland Hotel in Anaheim. Sponsored in part by California Casualty, the event includes photos with the State Superintendent, a reception, and dinner with student entertainment and speakers.

We will honor the 2018 Distinguished Elementary Schools along with the Exemplary Program Award recipients (which will be announced at a later date), National Title I Distinguished Schools, 2018 Green Ribbon Schools, 2018 Civic Learning Award Schools, and the National Blue Ribbon Honorees from 2017. In addition, we are pleased to recognize exemplary districts that have at least one school listed on the Distinguished Schools Eligibility List for 2018. The Exemplary Districts Award celebrates the achievements of districts that have implemented model practices that have had a positive impact on student outcomes.

We would also like to invite you to our first California Gathering of Great Educators on Friday, May 4, 2018, from 8 a.m. to noon at the Disneyland Hotel. This professional learning and networking event is for schools that have been invited to the California School Recognition Program Ceremony. Space is limited.

Registration, hotel reservations, and information on both events may be found at the following Web site:

[https://reg.abcsignup.com/view/view\\_month.aspx?as=17&wp=142&aid=CDOE](https://reg.abcsignup.com/view/view_month.aspx?as=17&wp=142&aid=CDOE).

The deadline to register for the awards ceremony is **Monday, April 16, 2018**.

To view a list of the 2018 California Distinguished Schools, please see our news release on the California Department of Education's website at <https://www.cde.ca.gov/nr/ne/yr18/yr18rel23.asp>.

April 2, 2018

Page 2

If you have any questions, please contact the Regional Support and Awards Office by e-mail at [awards@cde.ca.gov](mailto:awards@cde.ca.gov) or by phone at 916-319-0842.

I look forward to seeing you at the award ceremony and celebrating your great achievements.

Sincerely,

A handwritten signature in blue ink that reads "Tom Torlakson". The signature is written in a cursive, flowing style.

Tom Torlakson  
State Superintendent of Public Instruction

TT:df



**CALIFORNIA DEPARTMENT  
OF EDUCATION**

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

April 2, 2018

Dear Superintendent:

Congratulations! I am pleased to inform you that your district is being recognized as one of our California Exemplary Districts for 2018 since you have at least one school on the Distinguished Schools Eligibility List and have successfully completed the California Distinguished Schools Program application process. This new Exemplary Districts Award celebrates the achievements of districts that have implemented model practices that have had a positive impact on student outcomes.

The award reflects your district's success in making exceptional gains in implementing the academic content and performance standards adopted by the State Board of Education for all students by meeting state indicators as described on the California School Dashboard. Your success is a direct result of your dedicated and talented staff as well as your supportive school community.

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April 2, 2018  
Page 2

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I look forward to seeing you at the award ceremony and celebrating your great achievements.

Sincerely,

A handwritten signature in blue ink that reads "Tom Torlakson". The signature is written in a cursive, flowing style.

Tom Torlakson  
State Superintendent of Public Instruction

TT:df



## 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

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item:</b> Reports
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<p><b><u>LCAP GOAL 1</u></b> <i>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.</i></p> <ol style="list-style-type: none"> <li>1. Central Valley Foundation Visitation To Fairsite School Readiness Center</li> </ol> <p><b><u>LCAP GOAL 2</u></b> <i>Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.</i></p> <ol style="list-style-type: none"> <li>1. NASA Partnership: McCaffrey Middle School</li> <li>2. Kentucky Valley Education Cooperative (KVEC) And GJUESD Visitations Toward Collaboration Opportunities</li> <li>3. Common Core State Standards (CCSS) Implementation Consortium Stakeholder Presentation: GJUESD Superintendent</li> </ol> <p><b><u>LCAP GOAL 3</u></b> <i>Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.</i></p> <ol style="list-style-type: none"> <li>1. Local Control Accountability Plan (LCAP) Key Refinement Areas to Advance LCAP Goals <ul style="list-style-type: none"> <li>▪ Key Refinement Areas</li> <li>▪ Upcoming Meeting Dates</li> </ul> </li> <li>2. California Department of Education: 2016-17 Performance Indicator Review Improvement Plan</li> </ol> <p><b><u>LCAP GOAL 4</u></b> <i>School facilities are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> century learning.</i></p> <ol style="list-style-type: none"> <li>1. 2018 Canoemobile and Outdoor Education</li> <li>2. Facilities and Measure K Implementation Update <ul style="list-style-type: none"> <li>▪ Bond Oversight Committee</li> </ul> </li> <li>3. GJUESD Schools Capacity and Enrollment Feedback</li> <li>4. Joint Powers Authority (JPA)</li> </ol> <p><b><u>OTHER</u></b></p> <ol style="list-style-type: none"> <li>1. Williams Uniform Complaint Process (UCP) Quarter 3 Report</li> </ol>	



### 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 (CVF) Visitation To Fairsite School Readiness Center**

*Presenter: Karen Schauer Ed.D., Superintendent, Donna Mayo-Whitlock, Educational Services Director*

The CVF has provided grant funding to GJUESD to strengthen instruction, supports and opportunities for Long Term English Learners (LTELs). On Wednesday, April 18<sup>th</sup>, a CVF program officer met with district leadership and observed exemplary pre-kindergarten services for children and families.

The CVF is considering pre-kindergarten support resources for selected districts.



## School Readiness Birth – Age 5



**Fairsite School Readiness** is preparing children to enter kindergarten “ready to learn.” We also work with ECE providers and parents providing them with the tools to be “ready to teach”.

**Raising QUALITY Together (RQT)** is Sacramento County’s Quality Rating and Improvement System. The primary purposes of RQT are to:  
**1)** Help families identify high-quality early learning settings, **2)** Assist early learning programs, directors and staff with their efforts to provide high-quality early care and education, and **3)** Offer research-based resources, information, and professional development to early learning programs, administrators and staff.

**The Quality Rating and Improvement System (QRIS)** is a voluntary program focused on creating a comprehensive system that establishes uniform standards of quality for early learning programs, and provides quality research-based support for licensed early care and education centers and family child care homes serving children birth through age five.



### First 5 School Readiness Funding:

In November 1998, California voters passed Proposition 10, the California Children and Families Act (The Act). This Act imposed a tax on all tobacco products, including cigarettes to fund education, health, childcare and other programs for expectant parents and children ages zero to five.

Research shows that the brain develops dramatically during the first five years and what parents do during these years to support their child’s growth will have a meaningful impact throughout life.

First 5 Sacramento wants to give parents and caregivers the tools necessary to ensure their children reach their greatest potential.



**Fairsite School Readiness Center**  
**902 Caroline Street**  
**Galt, CA 95632**  
**Phone: 209-745-1546 ext. 301**



## Fairsite School Readiness Program

**Ready to Learn...  
Birth to Age 5!**



Funding provided by:



## Early Education

**FREE PART-DAY  
PRESCHOOL!!**

### 4 Year Old Preschool Classes

State and First 5 Funded:  
Morning, Afternoon &  
Full-Day, M-F



### Full Inclusion Preschool Classes

Children with IEPs fully included with  
general education preschoolers

### Autism Program

Preschool program with  
inclusion opportunities  
into general education  
preschool classrooms



### Kindergarten

### Summer Transition Program

4-week Summer Jumpstart Kinder  
Academy for incoming Kindergarteners  
8:00-11:00 am, M-F

### 3-Year Old Preschool Class

3 days per week from 8:00-11:00 (\$25 per  
week for non-migrant students)

### Home Visiting Program & Book Bag Exchange

Bi-monthly home visits to families with  
children 0-3 years old and book exchange  
for ages 0-4

## Parenting & Family Support

### Parent Education & Family Literacy Classes

- \* Making Parenting a Pleasure
- \* Nutrition Classes
- \* "2nd Cup" Parent Wellness Group
- \* Carseat Classes
- \* Crib Safety Classes
- \* Latino Family Literacy
- \* Family Storyteller
- \* EL CIELO—English and Family Literacy Classes
- \* Preschool Library Hour



### Parent & Toddler Playgroup

Ages: 0-3 Mon/Tues 9:00-11:00 a.m.; Wed.  
11:00- 12:30 p.m.



### Monthly Family Networking Events

- \* Fall Festival \* Family Fridays \* Picnics
- \* Children's Day \* Movie Nights

## Health Services

### Comprehensive Screenings

- \* Vision \* Hearing \* Dental
- \* Developmental
- \* Social Emotional

### Speech & Language Services

Speech Screenings, Parent Consultations



### In our SR Resource Center...

- \* Parent Computer/Internet Training
- \* Resource Referrals
- \* School Readiness Resources
- \* "Kits for New Parents"

## Professional Development

### Raising Quality Together:

- \* Quality Rating Improvement System
- \* Classroom Assessment Scoring System (CLASS) training
- \* Early Childhood Environmental Rating Scale (ECERS)
- \* Desired Results Development Profile (DRDP)



## **LCAP GOAL 2**

*Implement CCSS And NGSS in classrooms and other learning spaces through a variety of blended learning environments: at school, outdoors, in the community, and virtually while closing the achievement gap.*

### **1. NASA Partnership: McCaffrey Middle School**

*Presenter: Ron Rammer, Principal; Kathy Lucchesi, Math Teacher*

Kathy Lucchesi, McCaffrey Middle School math teacher, and students will present a project-based service learning project involving the application of mathematics through science research in partnership with NASA.

*Attachments: NASA Project Overview, Galt Herald Article, Lodi News-Sentinel*

### **2. Kentucky Valley Education Cooperative (KVEC) And GJUESD Visitations Toward Collaboration Opportunities**

*Presenter: Karen Schauer Ed.D., Superintendent; John Gordon, Board President; Lois Yount, Principal on Special Assignment, Dr. Jeff Hawkins, Executive Director; Dr. Dessie Bowling, Associate Director*

Last fall, GJUESD and KVEC participated in joint visitations to explore possible partnerships given common areas of joint interest pertaining to personalized learning efforts. This month, the visitations continued with 1) GJUESD observing the concluding event for the KVEC Fire Summit with educator and youth sharing of powerful learning and innovative practices and 2) KVEC leaders visiting GJUESD. GJUESD and KVEC leadership will share observation insights that could lead to new school partnerships and potential collaborations to expand learning opportunities.

KVEC leaders present at the board meeting include: Dr. Jeff Hawkins, Executive Director and Dr. Dessie Bowling, Associate Director.

*Attachments: KVEC Overview, FIRE Summit Background*

### **3. Common Core State Standards (CCSS) Implementation Consortium Stakeholder Presentation: GJUESD Superintendent**

*Presenter: Karen Schauer Ed.D., Superintendent*

On April 19th, Karen Schauer, Superintendent served on a State panel to convey school district progress and challenges pertaining to California Content Standards implementation.

The progress areas conveyed included 1) increased student engagement and learning ownership with 2) content integration (Language Arts, English Language Development, Mathematics and Next Generation Science Standards) that recognizes the power for language (academic language and writing) for deeper learning that “sticks,” and 3) a thoughtful lesson study and Professional Learning Cycle model.

Challenges conveyed included the need for 1) increased collaborative planning time (lesson study) for high quality, proactive and equitable instruction, 2) school boards developing growth mindset capacity supporting transformational change that takes time and learning curve and 3) CA Dashboard to move beyond status and change and include individual growth to maximize learning.

#### **GJUESD Superintendent Meeting Insights:**

1. Exemplary districts have looked beyond the LCFF funding for reforms needed to truly implement CA Content Standards- grants and partnerships.
2. Systems capacity building is an important factor for technical assistance considerations and LCAP progress indicator... including level of youth capacity building and the capacity building of the capacity builders
3. Leadership stability is critical to transformational reform success, as change takes time...how to message the time transformational change takes time as the ideal vision target evolves and changes over time, as well.
4. Local control and local indicators... too many LCAP indicators... how can the district create coherent focus?
5. Rethinking “deficit driven” word choice/practices/policy toward assets, opportunities to learn, strengths... maximizing individual growth
6. School systems need to be bold...children and their bright futures cannot wait!!!

*Attachment: Consortium Agenda*



## Lucchessi Lewis Lab South – FluorPen 1



**Professor David T. Hanson**  
UNM Biology, Castetter Hall 1480  
MSC03-2020, 219 Yale Blvd NE  
1 University of New Mexico  
Albuquerque, NM 87131-0001

**Phone: (505) 277-6681**  
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**E-mail: [dthanson@unm.edu](mailto:dthanson@unm.edu)**

**Research Interests:** Interactions between photosynthesis and respiration, diffusion of CO<sub>2</sub> within plant tissues, evolution of photosynthetic CO<sub>2</sub> concentrating mechanisms; physiological ecology of early land plants and algae, and algal biofuels/bioproducts.

### Friday, January 26, 2018

Overview of photosynthesis (5 minutes)  
Use of FluorPen to measure photosynthesis (5 minutes)  
Operation Of Fluorpen (5 minutes)  
Practice experiments for next week (5 minutes)

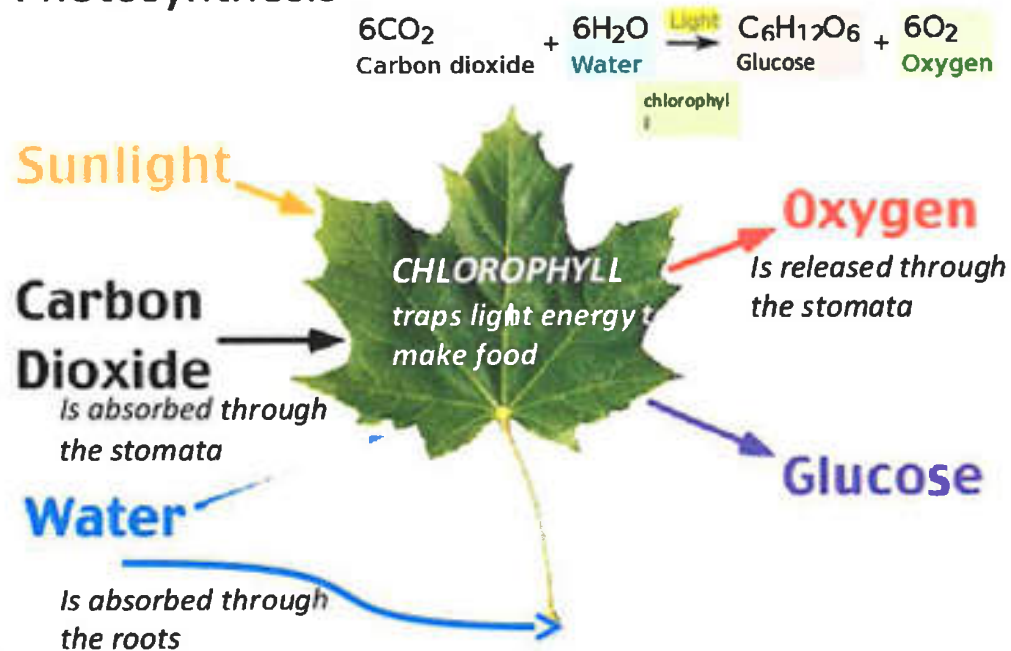
### Friday, February 2, 2018

Student results with practice experiments (10 minutes)  
Reporting FluoroPen measurements (5 minutes)  
Practice experiments for next week (5 minutes)

### Friday, February 9, 2018

Student results with practice experiments (10 minutes)  
Incorporating Fluorpen into Lucchesi Lab research (10 minutes)

## Photosynthesis



**FluorPen** is a portable, battery-powered fluorometer that enables quick and precise measurement of chlorophyll fluorescence parameters in the laboratory, greenhouse, or in the field. It can be effectively used for studying photosynthetic activity, stress detection, herbicide testing, or mutant screening.

Measured data are sequentially stored in the internal FluorPen memory. Data transfer to a PC is via USB or Bluetooth communication. Comprehensive FluorPen 1.0 software provides data transfer routines and many additional features for data presentation in tables and graphs.

[http://www.galtheraldonline.com/news/mccaffrey-students-visited-by-space-explorer/article\\_144aa81a-4334-11e8-842f-f7106ee5d2d7.html](http://www.galtheraldonline.com/news/mccaffrey-students-visited-by-space-explorer/article_144aa81a-4334-11e8-842f-f7106ee5d2d7.html)

## McCaffrey students visited by space explorer

Astronaut Sunita Williams shares her experiences

By Karen Everett Watson Staff Writer 21 min ago



Astronaut Sunita Williams and Dr. Norman Lewis meet with McCaffrey math students in the plan lab set up in teacher Kathy's classroom. Photo courtesy of John Gordon

From her training in the “biggest swimming pool in the world” to her many walks in space aboard the International Space Station, Astronaut Sunita Williams shared her space experiences and encouraged McCaffrey students to become a part of the space scene during her visit to the middle school last Friday. She said their contributions could make a significant impact for space exploration in the future.

Principal Ron Rammer introduced Williams and visiting Professor Norman Lewis.

“Sometimes we have something really special happen and come to Galt,” Rammer said. “Today is one of those days.”

Williams stood before the capacity crowd of students in the multipurpose room wearing her official blue NASA jump suit.

“I more or less stumbled into the program,” Williams said. “They (the students) should be a part of science, math and art to become better caretakers of our world. I tell them, ‘don’t be afraid to fail.’”

Williams was assigned to the International Space Station (ISS) as a member of Expedition 14 and Expedition 15. In 2012, she served as a flight engineer on Expedition 32 and then commander of Expedition 33. Her seven space walks held the record for the most time walking in space until recently.

“When I looked out into the vast universe, it occurred to me that we only have one place to live,” Williams said. “There is only one place where there are plants, animals and people.”

During Williams’ slide presentation, she told students NASA was looking at the possibilities of visiting Mars. She said they’d explore the topography of the planet for maps to understand it better.

“We know we’ll need food,” Williams said. “That means we will need plants.”

That’s where McCaffrey students did their part for the space exploration.

Kathy Lucchesi, chair of the math department at McCaffrey, teamed up with Dr. Norman Lewis, professor at Washington State University, using a grant from NASA to run a plant research lab where the students conducted the studies.

“McCaffrey is fortunate to have so many hard-working math learners that want to apply their emerging math talents to understanding plant growth and photosynthesis in conjunction with the Lewis Lab and NASA,” Lucchesi said. “These learners set up the Plant Growth Lab in my math classroom, and daily perform plant growth experiments, both before and after school, and during free time, then applying math analysis to characterize the experimental data and also to make predictions. It is a wonderful way to learn, reinforce and extend math skills that pertain to applicable math standards. It’s an honor to host Astronaut Sunita Williams and Professor Norm Lewis to our facilities.”

Dr. Lewis explained how plants will play a pivotal role in space.

“Plants will likely play a key role in sustaining human life in planetary exploration, both in production of oxygen and production of food,” Lewis said. “Optimizing such space use of plants requires significant research, now ongoing, on the effects of space microgravity environments on plant growth and photosynthesis. The goal of such research is to generate plant cultivars optimized for space.”

Williams also told students of the history of the Space Station.

“It took 10 years to build,” Williams said. “Some parts were made in the U.S. and some in Russia. The parts had never been put together on earth but when they got them up in space, they all fit. Now that’s remarkable.”

Students involved in the plant growth lab presented their findings to the visiting astronaut and professor.

# NASA astronaut Sunita Williams nudges Galt students to reach for the stars

By John Bays/News-Sentinel Staff Writer | Posted: Saturday, April 14, 2018 11:00 am

Wearing a blue flight suit sporting patches from her two missions to the International Space Station, NASA astronaut Sunita Williams showed an audience of seventh-graders at Robert L. McCaffrey Middle School in Galt pictures of Earth taken from outer space, including a few of her hometown of Boston, Mass., during a Friday morning assembly

“This is the view we had from the space station, so if anyone here doesn’t think the world is round, it is. I remember looking out of the window on the observation deck for the first time and my first thought was, ‘Holy moly, it is round!’” Williams said.

Williams told the students that pieces of the space station were manufactured in various countries around the world, and were assembled in space almost 20 years ago. She emphasized the importance of teamwork from all of the countries, saying that only by sharing technology with one another were they able to successfully construct the space station over the course of 10 years.

Despite her love of being an astronaut, it was not Williams’ first career choice. While she had originally planned to become a veterinarian, she said, she enrolled at the United States Naval Academy at the age of 17 after being rejected by several colleges.

“I really liked it because there were a lot of team activities there. I wanted to be a Navy diver, but there was no space in the program. ‘Top Gun’ was out, so I went to flight school where I learned to fly helicopters and change their engines and rotary blades,” Williams said.

Williams later became a test pilot for the Navy, she said, which is where she first met an astronaut and sparked her interest in space travel.

Williams spent 2 1/2 years training at the Lyndon B. Johnson Space Center in Houston, Texas, she said, where she practiced using tools such as a robotic arm, used a large swimming pool to simulate microgravity and learned how to repair almost every part of the space station, inside and out, before she joined the crew of Expedition 14/15 in 2006 for her first mission.

“The space station is like your house. Sometimes things break and you have to fix them and sometimes you get to just chill out and take pictures,” Williams said.

Williams returned to Earth after 6 1/2 months in space, she said, before heading back to the ISS in July 2012 as a part of Expedition 32/33, where she would stay for another 4 1/2 months. While onboard, she studied the



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BEA AHBECK/NEWS-SENTINEL NASA astronaut Sunita Williams shakes hands with Dr. Norm Lewis as he introduces her as she gets ready to speak during an assembly at McCaffrey Middle School in Galt Friday, April 13, 2018.



long-term effects of microgravity on plant growth as well as the human body, she said, as part of the preparations for a human expedition to Mars in the next 5 to 10 years.

“There has been this idea for quite some time of ‘Let’s go to Mars, find out what’s happening on Mars and maybe see if we can even live there. Of course, we have to eat, so plants are very important. That’s all an idea right now, but it’s actually becoming a reality. Part of all this is imagination — coming up with ideas — then putting them to the test,” Williams said.

Williams then answered questions from the audience, starting with her first trip to outer space, saying that it takes approximately 71/2 minutes to get to space on a space shuttle, and her first experience with microgravity.

“It’s pretty weird. You take your glove off, you’re used to putting it in you lap, and it just floats. It’s so much fun. It’s like being a bird, but also like being a fish because you’re sort of swimming as you float around,” Williams said.

Due to the lack of gravity, Williams’ spine expanded, she said, causing her to grow about an inch. When she returned to Earth, however, gravity caused her to shrink back to her normal size. She also told the students that the ISS orbits Earth once every 11/2 hours.

“In one day, you get to see 16 sunrises and sunsets, so that’s pretty cool,” Williams said.

To compensate for the changes to the astronauts’ sleeping schedules, Williams said, the space station runs bright lights for 16 hours to simulate daylight, before turning them off while they return to their sleep stations where they keep books, family pictures and other reminders of home.

Although she could not answer questions about Area 51 or the existence of aliens, Williams did let the students in on one secret: The source of their drinking water. Due to the lack of natural water sources, she said, the space station recycles the astronauts’ sweat and urine, running it through a filtration system to render it safe to drink.

“We do a lot of maintenance on the system, because we have a vested interest in making sure it works,” Williams said.

When a student asked about the requirements to become an astronaut, Williams said that a degree in the science, technology, engineering and math fields is the first step. Candidates must also be in good health, she said, and must learn how to treat various injuries and illnesses as there is not always a doctor onboard the space station.

Experience as a pilot is another useful skill, Williams said, as the controls for space shuttles and the robotic arm are quite similar.

“I think the biggest thing is that you have to be open to learning something new, because where else can you learn about space other than being there?” Williams said.

As Williams drew her presentation to a close, McCaffrey’s principal Ron Rammer thanked her for sharing her experiences before presenting her with a challenge coin bearing the school’s bulldog mascot as well as a

motto, which he read to the audience.

“Every accomplishment begins with the decision to try. On behalf of McCaffrey Middle School, I want to thank you for coming here today,” Rammer said.

Norman Lewis, a professor at Washington State University who works with NASA to study plant growth on the ISS, helped Kathy Lucchesi, a seventh-grade math teacher at McCaffrey to not only take part in the study, but also to bring Williams to speak at McCaffrey.

“I wanted my students to have this opportunity. My students are experimenting with oxygen and plant growth, and tying it in to math and science. When Norm said this could happen, he put me in contact with NASA, who brought (Williams here),” Lucchesi said.

# Appalachian Renaissance Initiative



**WHO WE ARE:**  
 22 Rural Districts  
 50,000+ Students  
 3,000+ Educators  
 In an area larger than Connecticut



**College & Career Ready**

Year	KVEC	State
2012-13	44%	47%
2013-14	55%	54%
2014-15	67%	63%
2015-16	72%	67%

**Graduation Rates**

Year	KVEC	State
2012	79%	79%
2013	92%	86%
2014	92%	89%
2015	92%	88%



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# DARE GREATLY TODAY

As our region continues to “Dare Greatly” we invite you to join us at KVEC’s annual spring FIRE Summit. KVEC launched the Appalachian Renaissance Initiative (ARI) to share resources across the region, personalize student and professional learning, empower leaders, revitalize local communities, and prepare students for college and career success. For the past four years we have worked to identify, support and promote innovative practices in education – and as importantly – support and promote those educators and their students who are daring to be great. Our collective high school graduation rate has risen each year and has surpassed the state average and our college and career readiness rate has risen from 44% to surpass the state average and goal of 67%. Appalachia is Rising - let’s continue to “DARE GREATLY”. Take a walk through the Villages described below and engage students in conversation about how their learning is helping them develop their successful “future-story”.

## STARS VILLAGE

You will see STARS everywhere you take in this village and throughout the Expo! Let students tell you about their engagement with local challenges and how they have made their voices heard via the real-life solutions they proposed. Entrepreneurial student teams collaborate with community members to develop solution-oriented business plans tying education to the economy. Student Agency is about developing and empowering students to become collaborative leaders working to build the successful future story for their community. We welcome you!

## PERFORMING ARTS VILLAGE

Theatre, Music, Dance...what grabs your attention? Performing arts are a form of art in which artists use their voices or bodies, to convey artistic expression. Some of the most talented performers in the Nation were born right here in eastern Kentucky. Talk with students about your favorite performers!

## TINY HOUSE VILLAGE

Many students who have never swung a hammer or worked as part of a team are now engaged in learning they can apply to life and success in high school and beyond. Students from 12 districts gain life-long skills as they design and build Tiny Houses. Through their work, they consider multiple career fields, learn essential skills critical for workplace behavior and develop specific skills within an industry that could help them have a successful “future story”. Learning Math and Science concepts can be FUN and ENGAGING! Come see for yourself!

## STEM VILLAGE

Come on over to our STEM Village and let students show you how to make learning science concepts fun and exciting. In the STEM village, students are engaged in computer science challenges, building and flying drones, robotics, and other interactive projects that encourage them to become real world problem solvers. Talk with students and let them tell you how they are becoming equipped with skills to be scientists, engineers and innovators. They might even let you drive a robot!

## HEALTH-A-LACHIA VILLAGE

From empty chairs to real stories and Providing Ultimate Recovery Eastern KY (P.U.R.E.), our innovative Eastern KY youth are combating the opioid addiction on a “whole nother level”!! Our students picked up their phones, strapped on their tennis shoes and worked as community problem solvers to help fight the Opioid Addiction Crisis of Eastern KY. Through the support of the Kentucky Valley Educational Cooperative’s ARI and the UK’s Center for Excellence in Rural Health the “Health-a-lachia” Village opened.

## ARTS & TRANSMEDIA VILLAGE

Trans Media digital storytelling lessons and guidance through digital video production and graphic arts. Courses are created on The Hubler’s learning management system and the curriculum has been created with supplemental material, assignments and assessment modules added by individual teachers. Students create digital stories and follows assess the delivery model and implementation.

Students have the ability to gain badges and micro-credentials through The Hubler and KVEC.

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## Appalachia is Rising!

Today is a celebration. We celebrate innovation. We celebrate grit and determination. We celebrate excellence. We celebrate those people and programs who are charting a new future for our region...*We celebrate you!*

This Summit creates a window through which we can see into a future filled with powerful and compelling examples of the learning and making taking place across our region. This future is being created by each of you and thousands of other talented learners, committed educators, and community members.

We are surrounded by committed and highly skilled individuals all working to make a difference. Today we invite you to share your best thinking and to connect and learn from other incredibly talented educators and learners.

Today will inspire and lift us all as we work together to realize what is possible.

There is an old tale often told in our area about a dragon that has lived under the mountains for time out of mind, waiting for the call to rise. The story's origin is linked to English folk tales of Arthur Pendragon, the Knights of the Roundtable and a dragon representing the resilient spirit of a place and a people.

We chose the "Dragon" to symbolize our fierce belief in our students, our educators, our neighbors and our communities. We know there is no challenge facing us that we cannot work together to overcome.

The Dragon is a powerful image and reinforces our belief that the most effective and lasting solutions to complex challenges are generated by local folk and practitioners who are able to use their own good minds and commitment to rise higher than they may have believed possible.

Today, we will experience innovative solutions generated by students and educators as we engage in "Ignite" presentations and travel through the Learning Villages joining in conversations that extend our thinking and ability to create a shared mission. *Appalachia is Rising!*

*"It simply isn't an adventure worth telling if there aren't any dragons".*  
J.R.R. Tolkien

**Consortium for the Implementation of the Common Core  
Stakeholder's Meeting  
April 19, 2018  
10:00 – 2:30**

**Location:** CTA, Natomas Office 4100 Truxel Road, Sacramento, CA 95834  
*Continental breakfast and lunch will be provided*

**AGENDA**

**1). Welcome and Purpose of the Meeting (10:00-10:10)**

- Discuss endeavors to build the state's infrastructure and capacity to ensure that the standards are embedded deeply in classroom instruction.
- Learn about our current school, district, and state efforts to ensure access to and success in the state standards.

**2). Introductions (10:10-10:20)**

**3). Background and Context (10:20-10:30)**

- CCSS Implementation Consortium – Jennifer O'Day
- Implementation of State Standards – Bill Honig

**4). Panel Discussions (3-4 minutes per panelist) (30 minutes for panel, 15 minutes for discussion) (10:30-11:15)**

***Prompts:***

- a. How would you assess the progress (schools/districts/or state) in implementing California's new standards?
- b. What do you see as the main challenges/needs moving forward in standards implementation and instructional improvement for all students?

- Panel #1: District and School Leader Perspectives

Shannon Brown	Executive Director, San Juan USD Teachers' Association
Kathy Holliman	Principal, Silva Valley Elementary School, Buckeye USD
Linda Kaminski	Superintendent, Azusa USD
Karen Schauer	Superintendent, Galt Joint Union Elementary School District
Pamela Seki	Assistant Superintendent, Long Beach USD
Julie Spykerman	Math Curriculum Specialist, Anaheim Union High School District

- Reflection on Panel Comments and CALSTAN Study Information- Robert Sheffield, WestEd (11:15-11:30)
- Panel #2: Support Provider Perspectives (11:30-12:15)

Kendall Brown	Executive Director, CA Math Project
Adam Ebrahim	CTA Instructional Leadership Corps
Ryan Smith	Executive Director, EdTrust West
Charlene Stringham	Assistant Superintendent, Tulare County Office of Education
Michelle Steagall	Chief Academic Office, CORE Districts
Pam Spycher	Senior Research Associate, WestEd
Sherry Skelly-Griffith	Executive Director, California State PTA

**Lunch Break (12:15-12:45)**

**5). Fishbowl conversation – state leader perspectives (12:45-1:10)**

Reflections on comments from panel discussions and implications for next steps at the state level.

Peter Birdsall	Executive Director, CCSESA
Glen Price	Chief Deputy Superintendent, California Department of Education
Socorro Shiels	Education Director, California Collaborative for Educational Excellence
Ilene Strauss	Board Member, State Board of Education

**6). Small Group Discussions and Report Out (1:10-2:15)**

**7). Next Steps (2:15-2:25)**

**8). Final Comments and Adjourn (2:25-2:30)**



### **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) Key Refinement Areas to Advance LCAP Goals**

*Presenter: Karen Schauer Ed.D., Superintendent*

**The four goals for the GJUESD LCAP are:**

1. Implement a personalized learning and strength-based growth plan for every learner that articulates and transitions to high school learning pathways while closing the achievement gap.
2. Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.
3. Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.
4. School facilities are safe, healthy, hazard free, clean and equipped for 21st Century Learning.

Through stakeholder feedback sessions the seven Key Refinement Areas (KRAs) from this school year have been adjusted to four. These strategic adjustments will guide resources alignment and LCAP focus for 2018-19.

Attachments:

- 1) GJUESD Logic Model
- 2) CA Content Standards Content Integration Model for Relationships and Convergences
- 3) GJUESD Multi-Tiered System of Support Model
- 4) Farm to Fork Career Technical Education and Enrichment Center
- 5) LCAP Goals and 2018-19 Key Refinement Areas
- 6) LCAP Meeting Dates

#### **2. California Department of Education: 2016-17 Performance Indicator Review Improvement Plan**

*Presenter: Donna Mayo-Whitlock, Educational Services Director*

The California Department of Education, Special Education (SpEd) Division reviewed and accepted for implementation our District's PIR for students with disabilities in the area of Mathematics (The District's only area that was identified for improvement)

7 PIR indicators:

1. Graduation Rate (n/a)
2. Dropout 4-year rate (n/a)
3. Statewide Assessments (ELA & Math)
4. Suspension and Expulsion
5. Least Restrictive Environment
6. Parent Involvement
7. Post-School (n/a)

The data for students with disabilities was reviewed in CASEMIS & CALPADs.

It should be noted that on the Fall 2017 California Dashboard for Students with Disabilities, that the Status/Change for Mathematics increased 7.4 points and improved from red to orange.





Galt Joint Union Elementary School District

# GROWING AND LEARNING TOGETHER

2017-2018

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

GOAL 1

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

GOAL 3

Inspire learners- one plan at a time!

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

GOAL 2

School facilities are safe, healthy, hazard free, clean and equipped for 21st Century Learning.

GOAL 4

With a sustained vision of Growing And Learning Together, learner strengths, needs, interests and aspirations are acted upon to maximize personalized growth and achievement. The GJUESD Bright Future LCAP describes intentional, research-based efforts to prepare learners for college, career and life success. The school district recognizes capacity building, collaboration and continuous improvement as fundamental elements of educational improvement, with additional attention to curriculum coherence and the power of language.

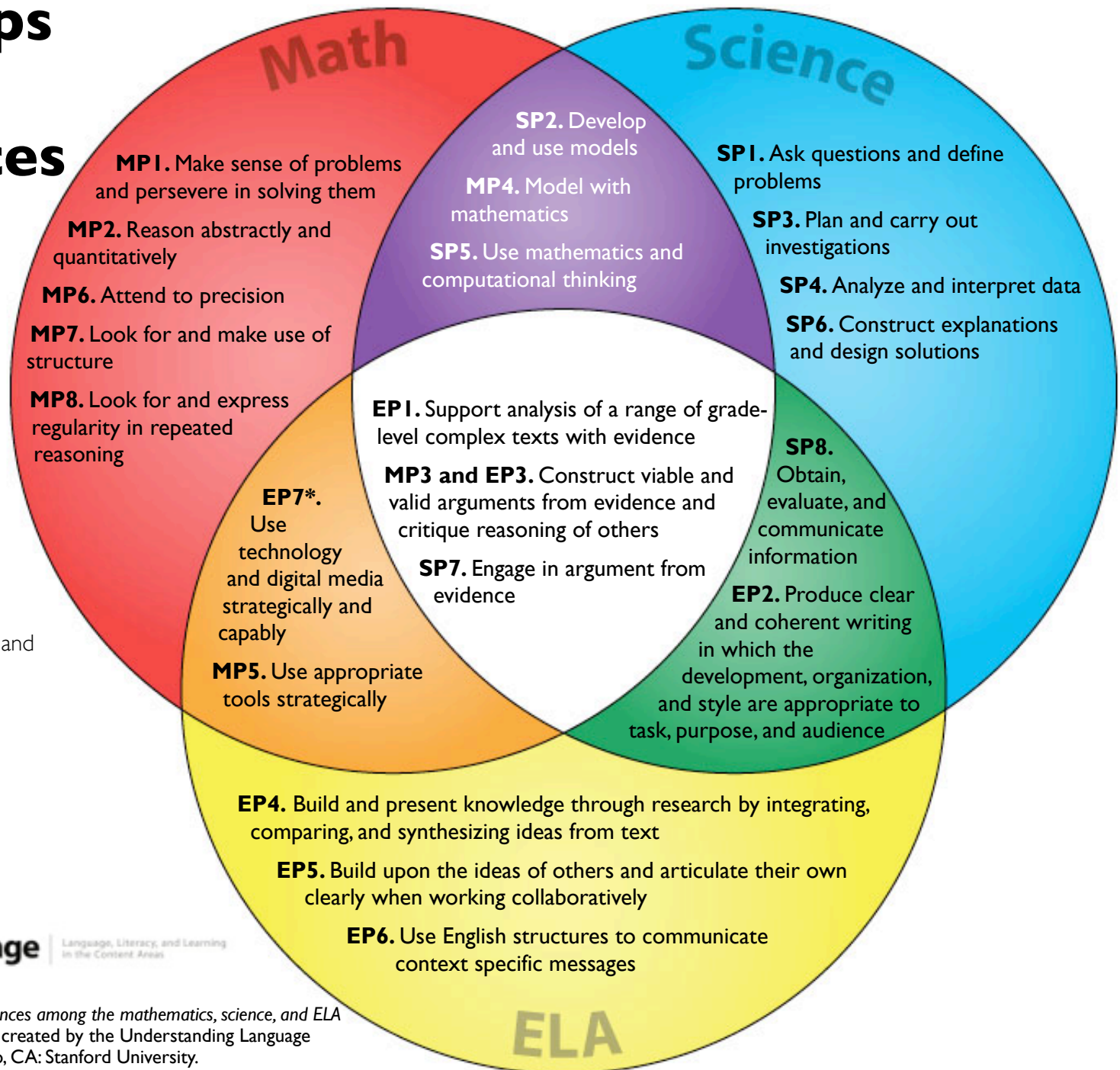
# Relationships and Convergences

Found in:

1. CCSS for Mathematics (practices)
- 2a. CCSS for ELA & Literacy (student capacity)
- 2b. ELPD Framework (ELA “practices”)
3. NGSS (science and engineering practices)

## Notes:

1. MPI–MP8 represent CCSS Mathematical Practices (p. 6–8).
2. SPI–SP8 represent NGSS Science and Engineering Practices.
3. EPI–EP6 represent CCSS for ELA “Practices” as defined by the ELPD Framework (p. 11).
4. EP7\* represents CCSS for ELA student “capacity” (p. 7).



**Stanford**  
GRADUATE SCHOOL OF  
EDUCATION

**Understanding Language** | Language, Literacy, and Learning  
in the Content Areas

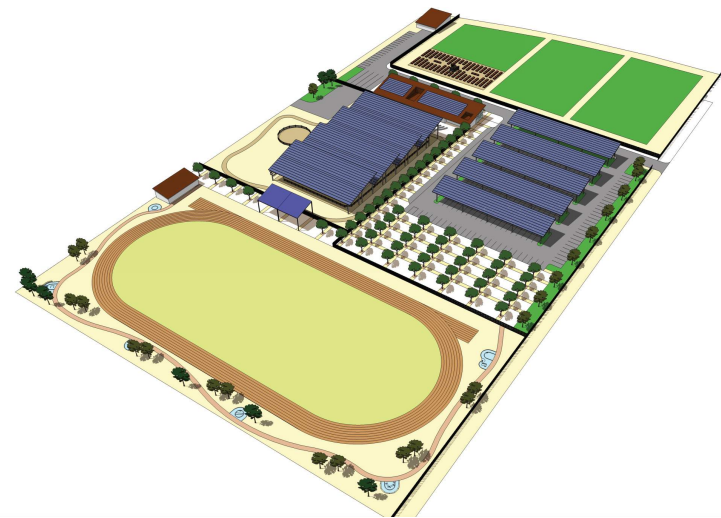
Suggested citation:

Cheuk, T. (2013). *Relationships and convergences among the mathematics, science, and ELA practices*. Refined version of diagram created by the Understanding Language Initiative for ELP Standards. Palo Alto, CA: Stanford University.

Galt Joint Union Elementary School District  
**Multi-Tiered System of Supports (MTSS)**







**SITE INFORMATION**

PARKING: 256 CARS

AGRI-INNOVATION CENTER:  
9,984

- (3) 1,600 SF LABS - 4,800 SF
- (2) PREP ROOMS - 384 SF
- LOBBY - 1,936 SF
- RESTROOMS - 768 SF
- TACK ROOM - 360 SF
- GROUNDS STORAGE - 360 SF
- (2) EXTERIOR RESTROOMS - 192 SF

**AGRICULTURE:**

- CROPS (1.01 ACRES)
- VINEYARD (1.01 ACRES)
- ORCHARD (1.01 ACRES)

GALEP CENTER  
COMMUNITY PLAZA  
FITNESS COURSE  
TRACK & FIELD



**KRA 1: Content Connections with Powerful Language Use**

Use key instructional strategies to increase rigor and academic language use across content areas for meaningful learning impact. (LCAP Goals 1 & 2)

Clarifying Elements:

- Content connections through California Framework content integration model
- Foundational skills consistently addressed in reading, writing and math
- English Language Development
- NGSS implementation and use of notebooking

**KRA 2: Educator Professional Learning Cycle**

Teachers and administrators participate in a cycle of professional learning through reflection, collaboration, feedback and problem solving to strengthen classroom instruction and improve or innovate school supports and opportunities (Growing And Learning Together). (LCAP Goals 1-3)

Clarifying Elements:

- Rubric reflections,
- Professional Learning Communities
- Problem of Practice
- SWVL video application
- Micro-credentials

**KRA 3: Proactive, Strengths-based Supports & Opportunities**

Strengthen and align proactive and strengths-based academic, behavioral, and social emotional support to better ensure every learner growing, achieving and thriving. (LCAP Goals 1-3)

Clarifying Elements:

- Multi-Tiered Systems of Support (MTSS) Implementation
- GALLUP Strengths, Restorative Practice & School Climate
- Maximize Individual Growth
- Coherent and personalized supports and opportunities
- Academic Conferences

**KRA 4: Cradle To Career Articulation**

Articulate and provide meaningful college and career education experiences through everyday classroom instruction, expanded learning environments, family learning opportunities and facilities improvements. (LCAP Goals 1, 2, 4)

Clarifying Elements:

- PreK- 8 PLP implementation
- Preschool
- Career Technical Education resources and articulation through SCOE
- Articulating Galt High School District pathways including agriculture and natural resources and engineering
- College partnerships, AVID
- NGSS Lesson Sequences with Career Connections
- Professional learning for Next Gen Classroom, BFLC, Maker Spaces, STEAM, Project-based Service Learning



# Galt Joint Union Elementary School District

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 209-744 4545 / 209-744-4553 fax / www.galt.k12.ca.us

Galt Joint Union Elementary School District

## CONTINUOUS IMPROVEMENT THROUGH SHARED RESPONSIBILITY

<b>DAC</b>	February 6	April 3	May 1	May 22		
<b>DELAC</b>	February 13	April 10				
<b>Listening Circles</b>	February 2 McCaffrey	February 8 River Oaks	February 9 Marengo Ranch	February 16 Greer	February 22 Valley Oaks	April 6 Lake Canyon
<b>Board Meetings</b>	January 24	February 28	March 21	April 25	May 23	June 27
<b>Special Board Meetings</b>	May 16 LCAP Study Session	June 13 LCAP Public Hearing				

**Parent Survey:** January/February 2018

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Karen Schauer Ed.D., District Superintendent ~ Thomas Barentson, Business Director  
 Claudia Del Toro-Anguiano, Curriculum Director ~ Donna Mayo-Whitlock, Educational Services Director

*Board of Trustees: John Gordon, Grace Malson, Matthew Felix, Wesley Cagle, Kevin Papineau*



**CALIFORNIA DEPARTMENT  
OF EDUCATION**

**TOM TORLAKSON**  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

March 30, 2018

Karen Schauer, Superintendent  
Galt Joint Union Elementary School District  
1018 C Street, Suite 210  
Galt, CA 95632-1771



Dear Superintendent Schauer:

Subject: 2016–17 Performance Indicator Review Improvement Plan Successful Submission

This letter acknowledges the California Department of Education, Special Education Division's, receipt of Galt Joint Union Elementary School District 2016–17 Performance Indicator Review Improvement Plan. The elements of the plan have been reviewed and the plan is accepted for implementation.

If you have any questions regarding this matter, please contact Lynne Boone, Education Programs Consultant, Focused Monitoring and Technical Assistance Unit II, by phone at 916-327-3703, or by e-mail at [lboone@cde.ca.gov](mailto:lboone@cde.ca.gov).

Sincerely,

A handwritten signature in black ink that reads "Donna DeMartini".

Donna DeMartini, Administrator  
Focused Monitoring and Technical Assistance Unit II  
Special Education Division

DD:lb

cc: Josh G. Harris, Executive Director, Sacramento County Special Education Local Plan Area  
Donna Whitlock, Special Education Director, Galt Joint Union Elementary School District





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# Performance Indicator Review

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**Amended State  
Performance Plan  
Indicator Improvement  
Process Packet  
2016–17**

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**California Department of  
Education**

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Note: Each  indicates the Local Educational Agency (LEA) must provide a written response. The LEA should only respond to those indicators identified as unmet in the letter accompanying this packet. The final page of this packet is for use on those indicators that continue to be unmet from previous years. Include this page in addition to all responses for each unmet indicator.

**Local Educational Agency**

**Galt Joint Union Elementary School District (GJUESD)**

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**Special Education Local Plan Area**

**Sacramento County**

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**Planning Team Participants and Position**

(including special education director, general education administrator, and SELPA representative)

 Donna Whitlock	Director of Ed Services	GJUESD
Name	Position	Organization
 Claudia Del Toro	Director of Curriculum	GJUESD
Name	Position	Organization
 Amanda Johnson	Program Specialist	GJUESD
Name	Position	Organization
 Josh Harris	SELPA Director	Sacramento County
Name	Position	SELPA Organization

**Date(s) of Planning Team Meetings**

- 10/18/17
  - 11/13/17
  - 12/19/17
  - 01/10/18
-

## State Performance Plan Indicator 3 Statewide Assessments

### Current Performance

**Statewide Assessments:** According to the LEA's 2015–16 SPPI, the percentage of students with disabilities who participated in academic achievement testing to meet the requirements of California Assessment of Student Performance and Progress (CAASPP) in English Language Arts was ~~at~~ 97.07 percent, and the target was ~~at~~ 95 percent. The percentage of students with disabilities who achieved a score of 3 or 4 for English Language Arts was ~~at~~ 14.36 percent, and the target was ~~at~~ 13 percent.

The LEA's percentage of students with disabilities who participated in academic achievement testing in math was ~~at~~ 96.81 percent, and the target was ~~at~~ 95 percent. The percentage of students with disabilities who achieved a score of 3 or 4 for math was ~~at~~ 10.64 percent, and the target was ~~at~~ 12 percent. (Insert rates from the LEA's 2015–16 Annual Performance Report found at: <http://www.cde.ca.gov/sp/se/ds/leadatarpts.asp>)

1. Review the data related to the LEA's statewide assessment rates. It is critical each LEA collect, maintain, and submit accurate data. ~~Remember Indicator 3 uses lag year data. Lag year data is not current, but prior year data from 2014–15.~~ The source of this data is CALPADS which collects data reported by LEAs. Determine if the CALPADS data for the LEA's students in special education are reported accurately.
2. Compare the statewide achievement rates for students in general education with the rates for students who received special education services. If the general education rates exceeds the special education rates, develop some working hypotheses as to the reasons for the difference. Investigate the hypotheses by interviewing staff on how to improve proficiency rates of students who receive special education. Summarize the responses from the interviews.

### Sample Statewide Assessment Drill Down Activities

1. Review CALPADS data to ensure students with disabilities' statewide assessment accommodations and modifications are being accurately reported to CAASPP.
2. Inspect the testing resources at each facility to determine if there are access issues that prevent students with disabilities from participating in statewide assessments.

3. Provide evidence the decision-making process involved during IEP development was based on meaningful dialog related to student participation in and accommodations and modifications for statewide assessments.
4. Examine the LEA's policies, procedures, and practices to ensure they enable students with disabilities to be involved in and have access to general education curriculum, materials, and instruction.
5. Describe the extent to which the LEA ensures the specific curriculum is being followed and the curriculum includes content on which student achievement is assessed.
6. Determine the extent to which the LEA uses feedback, such as formative and interim assessments, to determine whether it is accomplishing its academic goals.

**Summary of Root Causes Interfering with LEA's Ability to Improve this Indicator**  
(describe root causes that interfere with meeting statewide assessment rates)

⌘ We found that GJUESD has a lack of supplemental Math curriculum. Additionally, we found that site administration was inexperienced in the area of special education. This was coupled with the increasing number of novice teachers as well as intern / pre-intern teachers.

**Summary of Current Improvement Strategies** (describe current strategies to improve statewide assessment rates)

⌘ We have implemented a district wide Special Education Administrators PLC to increase the level of understanding regarding IDEA as well as programming and assessments for students with disabilities. We have created a Mentor Program for all internship/ pre-internship teachers. Each intern/ pre-intern teacher is assigned a mentor who will ensure that 5 hours of support is given to the mentee each week.

Two different Common core aligned curriculum for students with moderate to severe educational needs is being piloted within select PK-8 programs. District and SELPA PLCs based on evidence based practices for students with autism is being implemented with two elementary school programs that support students with autism. This year GJUESD is also participating in a study through U.C. Davis MIND Institute for students with autism on the evidence based practice of Classroom Pivotal Response Teaching (CPRT). The teachers identified are within the first 5 years of their teaching career and needed strategies for eliciting participation and work completion from students who have traditionally engaged in interfering behaviors.

We have begun a supplemental math curriculum roll-out of Spatial-Temporal Math (ST Math) for all special education students who have an area of weakness in math in the K-8 grades coupled with professional development. Lastly, a monthly PLC with special

education staff has been created (school psychologist, speech therapist, special education teachers, and behaviorists).

A Special Education Coach who assists with the curriculum implementation was added this current school year. This coach also adds another layer of support to new or struggling special education teachers.

**Improvement Strategies**

Description of Planned Strategies	Resources Required (Staff, Training, Curricula, etc.)	Person(s) Responsible	Methods and Standards to Measure Success	Due Date
<p>☞ Special Education Administrators PLC</p>	<p>☞ Site and District Administration, training</p>	<p>☞ Director of Educational Services</p>	<p>☞ Sign-in sheets, agendas, participation in IEPs</p>	<p>☞ Bi-Monthly ongoing</p>
<p>☞ Supplemental Math for Special Education Students -ST Math</p>	<p>☞ ST Math purchase, Purchase Professional Development Package, Special Education teachers, training, Program Specialist</p>	<p>☞ Program Specialist</p>	<p>☞ increase in curriculum based math proficiency, curriculum assessment, local (district) assessment, and state assessments</p>	<p>☞ Purchased 11/9/17, Student launch (K-6) 12/4/17, (7-8) 1/29/18</p>
<p>☞ Classroom Pivotal Response Teaching (CPRT) study with UC Davis MIND Institute</p>	<p>☞ 5 Special Education Teacher, sub days, stipends, Program Specialist</p>	<p>☞ Program Specialist</p>	<p>☞ Study collected data, baseline and 360 degree surveys before and after the study</p>	<p>☞ 8/16/17 through 6/8/18</p>
<p>☞ Mentor Program</p>	<p>☞ Pre-credentialed Special Education Teachers and Mentor Teachers, sub days, stipends, Mentor Coordinator</p>	<p>☞ Program Specialist/ Mentor Coordinator</p>	<p>☞ Activity collected data, participant surveys, increase in curriculum implementation</p>	<p>☞ ongoing</p>
<p>☞ District Special Education PLCs with staff</p>	<p>☞ Special Education staff, training</p>	<p>☞ Program Specialist</p>	<p>☞ increase compliance</p>	<p>☞ monthly, ongoing</p>

	<p>activities and aligning IEPs with student need based on data, sign-in sheets, and agendas</p>		<p>Program Specialist</p>	<p>2017/18 sy Ongoing monitoring of data</p>
<p>Common Core aligned curriculum pilot for students with moderate to severe academic needs -Unique Curriculum -STAR Curriculum</p>	<p>Purchase Unique Curriculum, Program Special will train staff on use. Purchase STAR Curriculum, subs for training, SCOE provided training.</p>		<p>increase in curriculum based assessments, local(district) assessments, and state assessments</p>	





## LCAP GOAL 4

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

### **1. 2018 Canoemobile and Outdoor Education**

*Presenter: John Durand, Service Learning Coordinator*

### **2. Facilities and Measure K Implementation Update**

*Presenter: Tom Barentson, Business Director*

- Measure K Citizen's Bond Oversight Committee Annual Report (attached)
  - Next meeting August 18, 2018, 5:30pm at Valley Oaks Elementary School
- GJUESD Facilities Updated Bond Project Matrix (to be presented at Board meeting)

### **3. GJUESD Schools Capacity and Enrollment Feedback**

*Presenter: Karen Schauer Ed.D., Superintendent*

The following framework for feedback was examined during recent DAC & DELAC meetings.

#### Guiding Elements:

- Balanced elementary school sizes with 600 enrollment target.
- Neighborhood schools.
- With Eastview development (5 to 10 years out) with estimated 700 TK-8 schools, provide seventh and eighth grade services on west side.

#### Considerations:

- Modernization of west side schools and grade spans to maximize school capacity.
  - West Side TK-6, Pre-K-6, Pre-K-3 & 4-8., K-8, Pre-K- 8, Etc
  - Programmatic focus examples- STEAM, bilingual program
- Preschool:
  - Stay at Fairsite as part of future cradle to career center with City of Galt, Galt High School District, and County services
  - Move to school location(s)
  - Stay and grow at additional school locations

### **4. Joint Powers Authority Meeting**

*Presenter: Tom Barentson, Business Director*

The next JPA meeting regarding Community Facilities District (CFD) No. 1 (High School and Elementary School Facilities) is scheduled for Monday, May 7, 2018, 5:30pm, GJUESD District Office

- Discussion considerations include:
  - Shall the JPA issue additional bonds?
  - How shall the JPA use available, unrestricted fund balances?
  - Shall the JPA Board increase, decrease or continue the current CFD special tax rates for future years?
  - How shall the JPA Board use future, surplus special tax revenue from growth in the CFD?



# Measure K Citizens' Oversight Committee Annual Report to the Public<sup>1</sup> April 9, 2018

## Measure K

As approved by voters on November 8, 2016:

"To improve the quality of education for prekindergarten through eighth grade students shall Galt Joint Union Elementary School District be authorized to modernize and upgrade classrooms and school facilities for 21<sup>st</sup> Century Learning; replace portables and leaky roofs; upgrade outdated electrical, heating/air conditioning and plumbing; make safety/security and technology classroom improvements, by issuing \$19,700,000 of bonds at legal interest rates, with independent Citizens' Oversight and audits, NO money for employee salaries, and all funds benefiting local schools?"

The complete bond project list is Exhibit A to the Board of Education's Resolution #16, adopted on July 27, 2016 and can be found on the Citizens' Oversight Committee's web page.<sup>2</sup>

## Measure K Citizens' Bond Oversight Committee Members

<u>Member</u>	<u>Affiliation</u>
• Bonnie Rodriguez	Business and Parent
• Christine Harper	Senior Citizens Organization
• Jim St. Claire	Parent
• Melissa Pruitt	Parent-Teacher Organization and Parent
• Michael Pierce	Business
• Thomas Silva	Parent
• Brian Villanueva	Tax Payer Organization
• Anne Wood	Parent

## Meetings and Tours

- February 27, 2017 – Regular Meeting
- April 24, 2017 – Regular Meeting and Tour of Valley Oaks Elementary School
- June 12, 2017 – Regular Meeting and Tour of Marengo Ranch Elementary School
- August 14, 2017 – Regular Meeting and Tour of Vernon E. Greer School
- November 6, 2017 – Regular Meeting and Tour of Robert L. McCaffrey Middle School

<sup>1</sup> The Committee was assisted by Tom Barentson, Director of Business Services/CBO, Marie Williams, Administrative Assistant to District Operations, and District Financial Advisor Government Financial Strategies.

<sup>2</sup> <http://gjuessd-ca.schoolloop.com/oversight>

- April 9, 2018 – Regular Meeting

Of particular note, one of the activities the Committee engaged in was a review of the Performance Audit and Financial Audit both as of June 30, 2017, as prepared by Christy White & Associates and shared with the Committee on April 9, 2018. All of the dates the Committee has met are listed, however, only the material discussed through June 30, 2017, is being included in this report.

#### **Citizens' Bond Oversight Committee Web Site**

The Citizens' Bond Oversight Committee web page includes meeting notices, agenda, minutes, and materials reviewed. This web page can be found at:  
<http://gjesd-ca.schoolloop.com/oversight>

#### **Conclusion**

Based on the Performance and Financial Audits as presented, material shared and reviewed during past meetings, the Committee has concluded that expenditures have only been "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" and that no funds were used for any "teacher and administrator salaries and other school operating expenses", and in accord with Measure K.



OTHER

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OTHER

1. **Williams Uniform Complaint Process (UCP) Quarter 3 Report**

*Presenter: Karen Schauer Ed.D., Superintendent*

# Quarterly District Report: *Williams* Uniform Complaint Process (UCP)

Properly submitting this form to SCOE serves as your district's *Williams* UCP Quarterly Complaint Report per *Education Code* § 35186(d). All fields are required.

## SUBMITTER INFORMATION

Name \_\_\_\_\_ Job Title \_\_\_\_\_ Phone Number \_\_\_\_\_  
Person submitting form Include area code

E-mail Address \_\_\_\_\_

## DISTRICT INFORMATION

School District \_\_\_\_\_ Year Covered by This Report \_\_\_\_\_ Quarter Covered by This Report \_\_\_\_\_

## COMPLAINTS

### Sufficiency of Textbooks

<b>Total Number of Textbook Complaints</b> Enter 0 if none.	
<b>Number of Textbook Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Textbook Complaints <u>Unresolved</u></b> Enter 0 if none.	

### Emergency School Facilities Issues

<b>Total Number of Emergency Facilities Complaints</b> Enter 0 if none.	
<b>Number of Emergency Facilities Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Emergency Facilities Complaints <u>Unresolved</u></b> Enter 0 if none.	

### Vacancy or Misassignment of Teachers

<b>Total Number of Vacancy/Misassignment Complaints</b> Enter 0 if none.	
<b>Number of Vacancy/Misassignment Complaints <u>Resolved</u></b> Enter 0 if none.	
<b>Number of Vacancy/Misassignment Complaints <u>Unresolved</u></b> Enter 0 if none.	

## RESOLUTION OF COMPLAINTS

**Briefly summarize the nature of complaints and how they were resolved.**

Enter "N/A" if no complaints were received. If you need more space, enter "sent by e-mail" and send your summary to Shannon Hansen with your report.

### REPORT INCLUDES ALL COMPLAINTS FOR THIS QUARTER

The number of UCP complaints (textbooks, facilities, and teachers categories) filed for the quarter being reported *MUST* be entered in this report. Please check the box below confirming this:

**Includes All UCP Complaints**

All UCP complaints for the indicated quarter are being reported—from my district office and all school sites in my district.

By submitting this form, you certify that the information is complete and accurate, and that you have verified the accuracy of the report information by contacting each school in your district. The report includes *ALL* UCP complaints in the above categories received at school sites in the district, plus the district office.

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### RETURN INSTRUCTIONS

After completing the form in its entirety, save the file and e-mail it to Shannon Hansen at the Sacramento County Office of Education (SCOE): [shannonh@scoe.net](mailto:shannonh@scoe.net).





## 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

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item:</b> 171.877 Consent Calendar
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>
<p>a. Approval of the Agenda</p> <p>b. Minutes: March 21, 2018 Regular Board Meeting</p> <p>c. Payment of Warrants: <u>Vendor Warrant Numbers:</u> 18391542-18391634, 18392726-18392788, 18393726-18393728, 18393846-18393900, 18394704-18394750, 18396171-18396215, 18396589- 18396591, 18397201-18397267 <u>Certificated/Classified Payrolls Dated:</u> 3/16/18, 3/30/18, 4/10/18</p> <p>e. Personnel 1. Resignations/Retirement 2. Leave of Absence Requests 3. New Hires</p> <p>f. Out of State Conference Attendance by Kevin Sellstrom and Theresa Lambert: Annual School Transportation News Conference in Reno, Nevada, July 13-18, 2018</p>	

**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, March 21, 2018**

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

**Board Members Present**

John Gordon  
Grace Malson  
Matthew Felix  
Wesley Cagle  
Kevin Papineau

**Administrators Present**

Karen Schauer	Stephanie Simonich
Tom Barentson	Julie Grandinetti
Lois Yount	Laura Marquez
Judith Hayes	Jamie Hughes
Donna Gill	Claudia Del Toro-Anguiano
Kuljeet Nijjar	Donna Mayo-Whitlock

## MINUTES

- A.** Present for closed session: Karen Schauer, Tom Barentson, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock, John Gordon, Grace Malson, Matthew Felix, Wesley Cagle, Kevin Papineau

**Closed Session** was called to order at 5:50pm by John Gordon to discuss the following items:

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Tom Barentson, 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 APPOINTMENT, Government Code §54957
  - Title: Director of Business Services
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957
  - Superintendent

- B. Closed Session Adjourned** at 6:56pm. The open meeting was called to order at 7:01pm by John Gordon followed by the flag salute. He announced action in closed session: Upon the motion of Grace Malson, seconded by Kevin Papineau, by a vote of 5 Ayes to 0 Nays, to appoint Lois Yount, Director of Business Services.

Lois Yount thanked Board members.

**C. Public Comment**

1. There was no public comment.

## **D. Recognition**

1. Galt Youth Commission members, Celio Gonzalez and Cristian Gonzalez presented information on Operation Earth: Project Green Interactive Art Exhibit. The exhibit is Friday, April 20, 2018 and is collaboration between every elementary, middle and high school in Galt as well as the Marian O. Lawrence Library and features art related to climate change and the consequences of our action.
2. Karen Schauer recognized Judith Hayes, Lake Canyon Elementary Principal, selection by Assembly Member Jim Cooper, representing the 9<sup>th</sup> Assembly District for Outstanding Leadership and Community Service.

Judith Hayes addressed the board. She indicated that Assemblyman Jim Cooper visited Lake Canyon a few times and was intrigued by opportunities being offered to students at Lake Canyon. She indicated she is excited to go to the State Capital on behalf of staff and their efforts.

## **E. 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. Karen Schauer provided a Career Technical Education and Pathways: Expanding Resources Update. She indicated that the District is finalizing a planning grant proposal for strengthened career technical education grades 5-8. This includes attention to high school articulation with career pathways. The grant funding provides \$25,000 for planning purposes and would better support the District's cradle to career efforts.

John Gordon stated that Matthew Perry, Sacramento County Office of Education (SCOE), Assistant Superintendent overseeing Career Technical Education (CTE) programs conveyed his interest in partnering with the district to expand CTE programs in Galt.

Karen Schauer stated that SCOE sent a CTE representative to meet with district leadership to share resource information that could help implement a program.

### 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.*

1. Claudia Del Toro-Anguiano reported on Next Generation Science Standards (NGSS) National Science Peer Review Panel Member Selection. She indicated that Barbara Woods has been selected to serve as a peer reviewer on Achieve's Science Peer Review Panel, a group of educators working to evaluate instructional materials designed for the Next Generation Science Standards (NGSS). Ms. Woods is one of 13 educators selected from 300 applicants.

Barbara Woods stated she is honored to be selected. She indicated her selection will connect her to a network of national educators and resources to help further deepen the work GJUESD is engaged in.

2. Claudia Del Toro-Anguiano reported on GJUESD and Next Generation Science Standards (NGSS) Sample Lesson Sequence. She indicated that a group of NGSS lead educators including: Barbara Woods, Christa Dunkel, John Durand, Jose Martin, Cindy McCown, Michelle Mobley, and Heather Trovinger developed a Galt NGSS aligned learning sequence.

Barbara Woods shared a sample of the collaborative work. She stated that the goal was to provide lessons that were teacher friendly by creating a sequence that is like a teacher manual. The margins provide embedded staff development and notes for English language development, engagement and high achieving learners. Focus areas include service learning, career paths, writing tasks and developing teacher capacity while teaching learners about being informed citizens.

### LCAP GOAL 3

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

No report.

### LCAP GOAL 4

*School facilities are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> century learning.*

1. Tom Barentson provided a Facilities and Measure K Implementation Update. He indicated that the District will be submitting plans for 4 schools that will have major modifications in the next year. In addition, the next Citizens Oversight Committee meeting is April 9, 2018 at River Oaks Elementary.

John Gordon reflected on last month's meeting when the Board discussed school boundaries. He indicated that he would like to have a discussion about equity and the number of classrooms at each school. The Board agreed to add this as a pending agenda item.

2. Karen Schauer reported on Joint Safety Communication: Galt Joint Union Elementary School District, Galt Joint Union High School District and Galt Police Department. She indicated that a letter was sent to GJUESD and GJUHSD families to let them know that both school district and local law enforcement have been in communication to determine how best to use combined resources to ensure school safety plans and protocols are up to date in light of the Parkland, Florida High School shooting.

Dr. Schauer stated that the most proactive measure the district can take is to create safe school environments through providing a positive school climate for learners. Part of that involves efficient and responsive information flow.

Julie Grandinetti shared an activity used at McCaffrey Middle School on March 14, 2018, National School Walk-out Day. She indicated that they developed a plan that allowed students to participate on the subject by assembling in the school multi-purpose room and responding in writing to three prompts about weapons violence and messages for the Florida High School students. The responses were sent to Congressman Jerry McNerney's office, representing CA's 9<sup>th</sup> District.

3. Tom Barentson reported on Joint Powers Authority (JPA) Meeting. He provided an overview of how the JPA was created to issue special taxes to create school facilities to be financed by a Community Facilities District. The JPA consists of a 5 member Board that includes 2 Galt High School District Board members, 2 GJUESD Board members and 1 At Large Community Board Member. Mr. Barentson stated that the At Large Community Board Member has resigned and a new member is being sought.

Mr. Barentson stated that there are some potential projects that could still be funded through the JPA.

Kevin Papineau provided an overview of the JPA meeting held on March 19, 2018. He indicated that there have been questions as to available funds or additional taxes that could be levied by the JPA Board. As a JPA Board member, Mr. Papineau requested a list of projects that the JPA fund was created for, before considering funding options.

At the JPA meeting, the high school district financial advisor presented information that described why the JPA was formed. The financial advisor indicated that the JPA was formed to build school facilities before there was state funding. More research is being conducted by both school districts to 1) confirm state/bond funding uses that came after the JPA was formed and 2) determine options as the JPA sunsets. The next JPA meeting is May 7, 2018 to share additional research and to possibly seat a community member on the JPA Board.

Karen Schauer stated that GJUESD financial advisor, Lori Raineri and other experts including Addison Covert, Attorney at Law and Blair Aas, SCI Consultant will thoroughly research these matters in preparation for future meetings and important decisions.

John Gordon stated that the JPA could levy taxes without a vote up to \$60 million dollars. Tom Barentson stated that the funds cannot be used for modernization. The \$60 million was considered prior to state funding. The current debt service for the bonds is scheduled to be paid in full by November 2024.

Karen Schauer stated that the historical information appears to demonstrate that the JPA Board made decisions that reduced what was needed by bond funding due to the state funds that came available for building new schools.

She also indicated the trust and confidence of our community resulted in two successful school bond measures. The District wants to ensure we sustain this public confidence for future educational and facilities needs.

Tom Barentson stated that in 2013, the JPA reduced the special rate by 30% to stimulate growth in the city while continuing to pay back the debt.

## F. Recommended Actions

### 1. Routine Matters/New Business

171.863 John Gordon pulled item g. Converge One E-Rate proposal.

Consent  
Calendar

A motion was made by Kevin Papineau to approve all other items on the consent calendar, seconded by Grace Malson and unanimously carried.

- a. Approval of the Agenda
- b. Minutes: February 28, 2018 Regular Board Meeting
- c. Payment of Warrants:  
Vendor Warrant Numbers: 389083-389122; 390442-390485; 390933-390936  
Certificated/Classified Payrolls Dated: 2/28/18 and 3/9/18

- d. Personnel
  - 1. Resignations/Retirement
  - 2. Leave of Absence Requests
  - 3. New Hires
- e. Grant Agreement by and Between the County of Sacramento and GJUESD for the Cosumnes River Preserve Horseshoe Lake Restoration Project
- f. Out of State Conference Attendance: Barbara Woods, Achieve Science Peer Review Panel New Members Meeting, Washington D.C.

John Gordon asked clarifying questions regarding the bidding process.

Minh Do, Technology Coordinator, described the bidding process. He indicated the district received six vendor bids and Converge One matched district needs best.

John Gordon made a motion to approve Converge One proposal, seconded by Matthew Felix and unanimously carried.

171.872	Consent Calendar (Continued) – Items Removed for Later Consideration	CC Items Removed
171.873	A motion was made by Grace Malson to approve 2017-18 Comprehensive Safety Plans for Lake Canyon Elementary, Marengo Ranch Elementary, River Oaks Elementary, Valley Oaks Elementary, Vernon E. Greer Elementary and Robert L. McCaffrey Middle School, seconded by Wesley Cagle and unanimously carried.	<b>Safety Plans</b>
171.874	A motion was made by Kevin Papineau to approve Resolution #13 Calling the Election and Requesting Consolidation with the November 6, 2018 General Election, seconded by Wesley Cagle and unanimously carried.	<b>Res 13 Calling Election</b>
171.875	A motion was made by Grace Malson to approve GJUESD School Psychologist Salary Schedule, seconded by John Gordon and unanimously carried.	<b>Psych Salary Schedule</b>
171.876	A motion was made by Matthew Felix to approve GJUESD Job Descriptions: <ul style="list-style-type: none"> <li>1. Dispatcher</li> <li>2. Instructional Assistant</li> <li>3. Yard Supervisor</li> </ul> Seconded by Kevin Papineau and unanimously carried.	<b>Job Descriptions</b>

**G. Pending Agenda Items**



1. School Furniture Analysis and Pilot Programs
2. School Site Equity

**H. Adjournment**

The meeting adjourned at 8:25pm

---

Matthew Felix, Clerk

---

Date



## CONSENT CALENDAR

### Human Resources

Recommend approval of the following:

#### Resignations/Retirements

Name	Position	Effective Date	Site
Abramovitz, Michael	School Psychologist	6/30/2018	McCaffrey
Johnson, Amanda	Program Specialist	6/15/2018	District Office
Lemos, Leonard	Custodian (Retirement)	6/8/2018	Fairsite
Perry, Tammy	Teacher	6/8/2018	Greer
Picazo, Jennifer	Instructional Asst.	4/17/2018	Lake Canyon
Quezada, Jessica	Teacher	6/8/2018	River Oaks
Rodriguez, Oscar	Yard Supervisor	3/23/2018	Marengo Ranch

#### Leave of Absence Requests

Name	Position	Effective Date	Site
Cathy Burnett	P.E. Teacher	5/10/2018-6/08/2018	Marengo

#### New Hires

Name	Position	Site
Aceves, Sarah	Substitute Teacher	
Bachmann, Madeline	Classified Substitute	
Bachmann, Theodore	Classified Substitute	
Brixey, Monica	Substitute Teacher	
Cavan, Janette	Classified Substitute	
Coker, Robin	Food Service, Lead	Valley Oaks
Coleman, Victor	Custodian	Lake Canyon
Cotton Smith, Lynyonne	Substitute Teacher	
Dunkel, Arthur	Substitute Teacher	
Ebenezer, Joanna	School Psychologist	District Office
Fowler, Laura	Substitute Teacher	
Gamboa, Liliana	Classified Substitute	
Grijalva, Sheree	Classified Substitute	
Guerrero, Stacey	Substitute Teacher	
Hill, Jacqueline	Substitute Teacher	
Mendoza, Ingry	Instructional Asst., Special Ed	River Oaks
Nehmer, Susan	Classified Substitute	

Ortega, Rubi	Classified Substitute	
Ostini, James	Classified Substitute	
Paredes, Yvette	School Psychologist	District Office
Rodriguez, Christopher	Yard Supervisor	Valley Oaks
Sagert, Donna	Food Service, Lead	Marengo Ranch
Sagert, Jonathan	Groundskeeper	Maintenance
Brianna VanGinkel	Yard Supervisor	River Oaks



## CONSENT CALENDAR DONATIONS

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### Marengo Ranch Elementary

- Julio and Rosa Pargas made a monetary donation towards Sight Word T-shirts

### McCaffrey Middle School

- Galt High School Boosters-Band donated \$400.00 to the band program for Bus/Computer Fees
- S. Kennedy donated \$150.00 for band instrument repair
- William Douglas donated \$100.00 for school site use

### Fairsite Preschool

- Kristie Ward donated \$300.00 for Field Trips, Classroom Supplies and Activities

### GALEP

- Volunteer Tack donations resulted in \$16.00 through Twin Cities Tack & Consignment
- Queen Of Peace, Institute #91, Young Ladies Institute donated \$300.00 with Barbara Brovelli initiating the institute donation



## CONSENT CALENDAR

### Out of State Conference Attendance

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The annual School Transportation News Conference is in Reno, Nevada from July 13 to July 18, 2018.

During the five-day event, student transportation professionals from around the world will connect and learn how to improve operations and safety for their transportation teams. Our Transportation Supervisor, Kevin Sellstrom, will participate in the Transportation Director Summit, taking place as part of the conference. Our Dispatcher, Theresa Lambert, will participate in the Transportation operations training as part of the conference.

This conference is a national conference, held in Reno each year, and provides a broad array of learning opportunities that include fleet and operation management, emergency preparedness and response, safety and driver-training discussions, and roundtable discussions of revised regulations and best-practices for the School Transportation Industry. The trade-show is one of the largest in the country, which will introduce us to new vendors and equipment at potentially lower costs.

Although the conference is held in Reno, it is less expensive than the California conference and trade show, and provides a broader array of learning and networking opportunities. As well, the travel and lodging cost is considerably less expensive than the California conference.

Attendee: Kevin Sellstrom and Theresa Lambert

Dates: July 13-18, 2018

Estimated Cost: \$2,283

Funding Source: GJUESD and GJUHSD Transportation Services training/conference budget.



## 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

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item:</b> 171.878 Consent Calendar (continued)- Items Removed For Later Consideration
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>

The Board will have the opportunity to address any items that are moved from the consent calendar.



## 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

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item:</b> 171.879 Board Action Regarding Student Matter #17/18-02 and 17/18-03
<b>Presenter:</b> Donna Mayo-Whitlock	<b>Action Item:</b> XX <b>Information Item:</b>





## Board Meeting Agenda Item Information

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item:</b> 171.880 Board Consideration of Approval of 2018-19 Job Shares
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> XX <b>Information Item:</b>

The GEFA Contract Article XI, Job Sharing, allows for a maximum of ten Job Share teams district wide. We have one job share assignment for the 2018-19 school year.

The following job share team is recommended for approval:

School: River Oaks Elementary

Teacher Team: Ericka Taguines and Danielle Wildermuth

Grade: Second

Type: Renewal



**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**

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item: 171.881</b> Board Consideration of Approval of Measure K Bond Building Fund of GJUESD Audit Report Prepared by Christy White Associates
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>

In November 2016, the voters of our 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 Measure K Audit Report, for the fiscal year ended June 30, 2017, reflects the issuance of Series 2017 of the Measure K general obligation bonds and compliance with the applicable requirements of Proposition for such period.

The Audit report reflects that we spent \$7,981 in bond funds in the fiscal year of 2016-17. We also comprised as required by Education Code the formation of the Measure K Citizen's Bond Oversight Committee. This Committee began meeting shortly after the November 2016 Election and approval of Measure K. The District is moving quickly over the next few years to utilize this funding to modernize our schools and create outstanding learning environments for our students and the Galt Community.

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, 2017**

**MEASURE K BOND BUILDING FUND  
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
Table of Contents  
June 30, 2017**

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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, 2017**

---

Galt Joint Union Elementary School District (the "District") operates five elementary schools, and one middle school. The District served approximately 3,500 students in 2016-17.

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 fiscal year ended June 30, 2017, 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, 2017:

<b>Name</b>	<b>Representation</b>
Melissa Pruitt	PTA Organization Member & Parent of Child in District
Christine Harper	Member of a Senior Citizens' Organization
Thomas Silva	Parent of Child in District
Anne Wood	Parent of Child in District
Jim St. Claire	Parent of Child in District
Brian Villanueva	Bona fide Taxpayers' Organization Member
Michael Pierce	Member of a Business Organization
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, 2017, 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, 2017, 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, 2017, 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 15, 2018 on our consideration of the Measure K Bond Building Fund'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. 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 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 Measure K Bond Building Fund'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 15, 2018 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 fiscal year ended June 30, 2017 and should be considered in assessing the results of our financial audit.

*Christy White Associates*

San Diego, California  
March 15, 2018



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## FINANCIAL SECTION

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**MEASURE K BOND BUILDING FUND  
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
Balance Sheet  
June 30, 2017**

---

<b>ASSETS</b>	
Cash and investments	\$ 9,482,554
Accounts receivable	5,952
Due from other funds	<u>5,450</u>
<b>Total Assets</b>	<b><u>\$ 9,493,956</u></b>
<b>LIABILITIES AND FUND BALANCE</b>	
<b>Liabilities</b>	
Accounts payable	<u>\$ 7,981</u>
<b>Total Liabilities</b>	<b><u>7,981</u></b>
<b>Fund Balance</b>	
Restricted for capital projects	<u>9,485,975</u>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 9,493,956</u></b>

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, 2017**

---

<b>REVENUES</b>	
Interest income	\$ 5,953
<b>Total Revenues</b>	<u>5,953</u>
<b>EXPENDITURES</b>	
Facilities acquisition and construction	9,978
Debt service - interest and other	110,000
<b>Total Expenditures</b>	<u>119,978</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	(114,025)
<b>OTHER FINANCING SOURCES (USES)</b>	
Proceeds from long-term debt	9,600,000
<b>Total Other Financing Sources</b>	<u>9,600,000</u>
<b>Net Change in Fund Balance</b>	9,485,975
<b>Beginning Fund Balance</b>	<u>-</u>
<b>Ending Fund Balance</b>	<u>\$ 9,485,975</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, 2017**

---

**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 3,500 students in 2016-17.

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, 2017**

---

**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. Deposits 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, 2017**

---

**NOTE 2 – CASH AND INVESTMENTS**

**Summary of Cash and Investments**

Cash and investments as of June 30, 2017 are classified in the accompanying financial statements as cash in county treasury in the amount of \$9,482,554.

**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, 2017**

---

**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 \$9,481,569 and an amortized book value of \$9,482,554 at June 30, 2017. The average weighted maturity for this pool is 277 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 AA Af/F1 by Standard & Poor's.



**MEASURE K BOND BUILDING FUND  
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
Notes to Financial Statements, continued  
June 30, 2017**

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**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, 2017 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, 2017, the District held uncategorized investments in the Sacramento County Treasury with a fair value of \$9,481,569 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, 2017**

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**NOTE 3 – ACCOUNTS RECEIVABLE**

Accounts receivable of the Measure K Bond Building Fund as of June 30, 2017 consisted of interest earned on investments for a total of \$5,952.

**NOTE 4 – MEASURE K GENERAL OBLIGATION BONDS**

In November 2016, the voters of the Galt Joint Union Elementary School District approved by more than 55% Measure K, authorizing the issuance and sale of \$19,700,000 of general obligation bonds. Measure K bonds were issued by the District, through the County 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 resulting total bond indebtedness of \$9,600,000 is described below.

The annual requirements to amortize all Measure K outstanding general obligation bonds payable as of June 30, 2017:

<b>Year Ended June 30,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2018	\$ -	\$ 246,224	\$ 246,224
2019	420,000	366,725	786,725
2020	445,000	345,100	790,100
2021	-	333,975	333,975
2022	-	333,975	333,975
2023-27	-	1,669,875	1,669,875
2028-32	645,000	1,626,750	2,271,750
2033-37	1,720,000	1,380,200	3,100,200
2038-42	2,570,000	1,014,494	3,584,494
2043-47	3,800,000	409,000	4,209,000
<b>Total</b>	<b>\$ 9,600,000</b>	<b>\$ 7,726,318</b>	<b>\$ 17,326,318</b>

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**OTHER INDEPENDENT AUDITORS' REPORTS**

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**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  
LOS ANGELES  
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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, 2017, 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 15, 2018.

**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 of 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 15, 2018

## INDEPENDENT AUDITORS' REPORT ON PERFORMANCE

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, as of and for the year ended June 30, 2017, 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.

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

Christy White, CPA

Michael D. Ash, CPA

John Whitehouse, CPA

Heather Daud Rubio

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## Objectives

In connection with our audit, we performed an audit of compliance as required in the performance requirements for the Measure K Bond Building Fund ("Measure K") for the year ended June 30, 2017. The objective of the examination of compliance applicable to the District is to determine with reasonable assurance that:

- The proceeds from the sale of the Measure K Bond Building Funds were only used for the purposes set forth in the ballot Measure and not for any other purpose, such as teacher and administrative salaries.

In performing our audit of compliance, we performed procedures including but not limited to those listed as follows:

### Internal Control Evaluation

#### Procedures Performed:

Inquiries were made of management regarding internal controls to:

- Prevent fraud or abuse regarding Measure K funds
- Ensure adequate separation of duties exists in the accounting for Measure K funds
- Prevent material misstatements in the financial statements
- Ensure expenditures are allocated to the proper District funds

We then performed substantive tests of financial statement balances to determine whether the controls designed by management were operating effectively, and to provide reasonable assurance that the fiscal year 2016-17 financial statement balances for the Measure K Bond Building Fund are not materially misstated.

#### Results of Procedures Performed:

The results of our audits tests show that internal control procedures appear to be working to meet the financial and compliance objectives required by generally accepted accounting standards and applicable laws and regulations. An unmodified opinion was expressed on the financial statements.

### Test of Expenditures

#### Procedures Performed:

We tested expenditures to determine whether Measure K Bond Building Fund funds were spent solely on voter and Board approved school facilities projects (as set forth in the District's Facilities Master Plan and the Measure K ballot measure language). We tested warrant expenditures totaling \$119,978, 100% of total expenditures, for the year ended June 30, 2017.

#### Results of Procedures Performed:

We found the expenditures tested to be in compliance with the terms of the Measure K Bond Building Fund ballot language, sound internal control practices, and applicable state laws and regulations without exception.



**Test of Contracts and Bid Procedures**

**Procedures Performed:**

For the year ended June 30, 2017, we inquired with the District staff and determined that there were no contracts that went to bid in the current fiscal year. We reviewed the project bid list maintained by the facilities department and governing board meeting minutes in order to verify this information. There were no change orders approved during the year ended June 30, 2017.

**Facilities Site Walk**

**Procedures Performed:**

This is the first year of the Measure K Building Fund, therefore a facilities site is not applicable as no projects have started during the year ended June 30, 2017.

**Citizens' Bond Oversight Committee**

**Procedures Performed:**

In accordance with AB 1908 (Assembly Bill) and Education Code Section 15278, the District is required to establish a bond oversight committee for Prop 39 bonds including one active member from each of the following sectors: a business organization, senior citizens organization, bona fide taxpayers' association, and one parent/guardian of a child enrolled in the District and one parent/guardian of a child enrolled in the District who is also a member of a parent teacher association. The CBOC is to meet pursuant to Education Code Section 15280.

**Results of Procedures Performed:**

We found that the Measure K Citizens' Bond Oversight Committee was in compliance with the applicable provisions set forth by Education Code, as outlined above.

***Opinion***

In our opinion, based on the fieldwork described above as well as the other tests that we conducted, the District complied with the compliance requirements for the Measure K Bond Building Fund as listed and tested above.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on accountability requirements pursuant to the passage of Proposition 39 and the enactment of AB 1908 (Chapter 44, Statutes of 2000). Accordingly, this report is not suitable for any other purpose.

*Christy White Associates*

San Diego, California  
March 15, 2018

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## **FINDINGS AND RESPONSES SECTION**

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**MEASURE K BOND BUILDING FUND  
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
Schedule of Findings and Responses  
For the Year Ended June 30, 2017**

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*There were no audit findings or recommendations related to the 2016-17 Measure K Bond Building Fund financial and performance audits.*

MEASURE K-BOND BUILDING FUND  
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT  
Summary Schedule of Prior Audit Findings  
For the Year Ended June 30, 2016

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*This was the first year of the Measure K Building Fund Financial and Performance Audits. Prior year findings are not applicable.*



## 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

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item:</b> 171.882 Board Consideration of Approval of Resolution #14; Authorized Signatories for the GJUESD
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>

With the new fiscal year 2018-19 approaching and the upcoming retirement of the current Director of Business Services, Tom Barentson, the Galt Joint Union Elementary School District Board of Education must consider the approvals of new authorized Signatories for Financial and Contractual obligations of the District. Effective July 1, 2018, please approve Superintendent Karen Schauer, incoming Director of Business Services, Lois Yount, and Fiscal Services Supervisor, Tracy Stinson.

Staff Recommends Approval.

Fiscal Impact: none

**GALT JOINT UNION SCHOOL DISTRICT**

**RESOLUTION # 14**

Authorized Signatories for the Galt Joint Union School District

BE IT RESOLVED AND ORDERED by the Governing Board of the Galt Joint Union School District, that Karen Schauer, Lois Yount and Tracy Stinson, employees of the Galt Joint Union School District, whose signatures are appended to this Resolution, shall be hereby authorized and empowered to sign orders for the legally authorized expenses of the District on the funds of the Galt Joint Union School District; effective July 1, 2018; and

BE IT FURTHER RESOLVED AND ORDERED that all such orders shall be on forms prescribed by the Sacramento County Superintendent of Schools; and

BE IT FURTHER RESOLVED that all previous Resolutions made by the Galt Joint Union School District Board of Education, authorizing employees of said District to sign orders for the legally authorized expenses of the District, are hereby rescinded.

IN WITNESS WHEREOF, we, the members of the Governing Board of the Galt Joint Union School District of Sacramento County, California, hereunto set our hands this 25th day of April, 2018.

Signatures of Authorized Employees

\_\_\_\_\_  
Karen Schauer Ed. D.  
District Superintendent

\_\_\_\_\_  
Lois Yount  
Director of Business Services

\_\_\_\_\_  
Tracy Stinson  
Fiscal Services Supervisor

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
John Gordon, President

\_\_\_\_\_  
Grace Malson, Vice President

\_\_\_\_\_  
Matthew Felix, Clerk

\_\_\_\_\_  
Wesley Cagle, Board Rep.

\_\_\_\_\_  
Kevin Papnieau, Member



**Galt Joint Union Elementary School District**

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**Board Meeting Agenda Item Information**

<p><b>Meeting Date:</b> 4/25/18</p>	<p><b>Agenda Item: 171.883</b>          Board Consideration of Approval of Agreement Between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding Workload Limits for Speech-Language Pathologists</p>
<p><b>Presenter:</b> Karen Schauer</p>	<p><b>Action Item:</b> XX  <b>Information Item:</b></p>

The agreement has been ratified by GEFA for content language involving speech pathologist student caseload requirements.

With full staffing there is no fiscal impact.

The language reflects current practice for last three years.

Tentative Agreement Between

Galt Joint Elementary School District (District)  
and  
Galt Elementary Faculty Association (GEFA)

April 10, 2018

The District and GEFA agree to the following contract language regarding workload limits for Speech-Language Pathologists:

**Effective July 1, 2018**

Article XIII A.4

TK-8: Workload shall not exceed 55 per FTE Speech-Language Pathologist.

Preschool: Workload shall not exceed 40 per FTE Speech-Language Pathologist.

“Workload” is defined as a weighted caseload based upon qualifying disability (I.E.P.), participation in a speech improvement program, and intensiveness of services provided as determined by completion of the Workload Analysis spreadsheet.

Each SLP shall update his/her workload on 11/1 and 3/1, and will provide an estimated workload for the following school year by 6/1.

A workload can only exceed these limits if agreed upon by the SLP, Site Administrator, and the Director of Special Education (or designee).

If workload is exceeded, then the Speech Improvement Program (SIP) cases will be evaluated by the SLP, Site Administrator and/or the Director of Special Education (or designee). Such evaluation will determine when some of the SIP students can be removed from the SLP workload.

(Current Article XIII A.4 becomes Article XIII A.5).

Kathy Busch 4/16/18  
GEFA (date)

Karen Schauer April 16, 2018  
District (date)





## 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

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item: 171.884</b> Board Consideration Of Approval Of Resolution #15 Ordering The Layoff Of Classified Employees
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>

Due to the 2018-19 through 2021 \$30,000 per year grant reduction in First Five funding the district recommends 1) elimination of the First Five Parent Liaison and 2) reduction of hours for the Fairsite Bilingual Office Assistant of Special Programs.

In addition, given the sunseting of Race To The Top funding, one Personalized Learning Plan Secretary is being eliminated. We will continue with a total of three PLP secretaries serving six schools.

Board approval of the attached resolution is recommended.

Fiscal Impact: \$74,704.20

**GALT JOINT UNION SCHOOL DISTRICT  
RESOLUTION NO. 15**

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

**WHEREAS**, Education Code sections 45114, 45117, 45298, and 45308, 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, 2018 due to lack of work or lack of funds:

<b><u>Classifications:</u></b>	<b><u>Number of Positions</u></b>	<b><u>Hours</u></b>
First Five Parent Liaison (Fairsite)	1	3.75
Personalized Learning Secretary (Vacant)	1	8.0
Bilingual Office Assistant of Special Programs (Fairsite)	1	Reduce from 7.0 hours to 6.0 hours

**NOW, THEREFORE, BE IT RESOLVED** that as of the close of the business day on June 30, 2018, 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 April 29, 2018, 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 April 25, 2018, by the following vote:

**AYES:** \_\_\_\_\_  
**NOES:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_  
**ABSTAIN:** \_\_\_\_\_

---

**President, Board of Trustees  
Galt Joint Union 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.

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**Clerk, Board of Trustees**  
**Galt Joint Union School District**



Galt Joint Union Elementary School District

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 209-744 4545 \* 209-744-4553 fax

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item: 171.885</b> Board Consideration Of Approval Of Lease-Leaseback Pre-Construction Services Agreement with F&H Construction: Valley Oaks Elementary School
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>

Upon Board approval of the contract documents, F&H Construction will perform preconstruction services, including ordering necessary equipment, the preparation of the construction schedule, and the finalizing of the cost estimates. It is expected that the final LLB contract price will be submitted for Board approval on May 23, 2018. Substantial completion of the project is expected by August 15, 2018. The work at Valley Oaks ES includes HVAC, Roof Replacement, and Fascia repair for the permanent buildings. Additionally, the Multi-Purpose Room and Kitchen will receive a substantial modernization.

Supporting documents are included. There is one contract for the modernization of both sites. Their response to our RFP which included 2 projects at Valley Oaks and 1 project at Greer included a substantial discount if they were awarded all projects. After review by both our architectural and district teams we concluded that there proposal was the best for the district.

Staff recommends approval.

Fiscal Impact: \$44,255 Measure K Funds (inclusive of Greer ES Pre-Construction Services Agreement)



DERIVI  
CASTELLANOS  
ARCHITECTS

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95 S Market St, Suite 480  
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Central Valley  
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Stockton, CA 95203  
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## **REVIEW of LLB BIDS received for GJUESD**

Received April 16, 2018

Vernon Greer Elementary School Classroom Modernization and  
Valley Oaks HVAC, and Roofing Upgrades and Multi-Purpose Improvements

Bids were received from the following:

Bobo Construction (Elk Grove, CA)  
Diede Construction (Woodbridge, CA)  
F&H Construction (Lodi, CA)

All Bidders were prequalified, attended the Mandatory pre-conference and submitted independent bids on each of (3) projects under consideration.

The District has the right to award each project on singular merit; or exercise the option to couple them in any combination as they see fit.

### CONCLUSIONS:

- The Mandatory Requirements Scoring, were established by criteria as “Pass/Fail”. All candidates successfully were measured with a “Passing” grade.
- The Technical Qualifications, to be independently confirmed by your Committee, but we have established that there will be very little variance in total scores based on the information received.
- The Total Price Scoring criteria, was established by the RFP.
- The matrix established scores three areas of concern.: Pre- Construction Services Fees, General Conditions Costs, and LLB Fees.
- Please refer to Attachment Spreadsheet for Scoring.
- A follow up Clarification form was sent to all Bidders on April 17<sup>th</sup> and responded the following day by all Bidders in writing to establish some Bid leveling inclusions and rates for evaluation.
- F&H heavily outscoring the other two Contractors, is due to the large variation in both the General Conditions and LLB Fee scoring. The matrix establishes a maximum scoring for the low Bidder (F&H) in those two categories, while the other contractors got “0” points.

- PRECONSTRUCION FEES were scored by a variance from the average variance. Diede Construction (on a single project evaluation) scored the highest, (20 pts), with F&H (18 points) and Bobo (14 points) respectively.
- As a combination of projects are being considered under one Contract. F& H would have re-established the low PRE-CONSTRUCION FEE bid with a voluntary deduct to establish a Pre-Con Fee of \$44, 255 when all three projects are awarded as one. This would re-establish the order and Diede and Bobo, respectively placing second and third; and a \$12k + advantage to the District for taking the combination.
- Unlike the Pre -Construction Fees, GENERAL CONDITION FEES were scored by a variance from the low Bidder. GENERAL CONDITIONS were not identified equally by all firms equally. The Clarification form identified omissions. Bobo Construction was identified as incomplete enough make comparison but was adjusted accordingly for review.
- Unlike the Pre -Construction Fees, LLB FEES were scored by a variance from the low Bidder. LLB FEES established F&H as the clear frontrunner at 7%, and with bid leveling adjustments, their finalized fee is 9.4 % The other two Bidders were a distant percentage (14.5 % and 16.4% adjusted). Those percentages exceeded the limits of variance (3.5%) to the extent that both Diede Construction and Bobo Construction were awarded “0” points in this category.

## **FINAL CONCLUSION and RECOMMENDATION**

We propose that, in this instance, and after reviewing the Bids, there is clear advantage to the District to award all (3) three projects: to a singular LLB (Lease- Lease Back) entity ; combining all three projects together to:

### **F&H Construction**

We propose that the District immediately enter into a Pre-Construction award to them for the total of \$ \$ 44,255 to help establish schedules , pre-order equipment, and begin project bidding to seek a GMP .

Respectfully,

Richard J. Bir  
Sr. Project Manager.  
Derivi Castellanos Architects

**GALT JOINT UNIFIED SCHOOL DISTRICT**  
 Vernon E. Greer Elementary School Classroom Modernization LLB  
 Valley Oaks Multi-Purpose Upgrade and HVAC and Roofing upgrade

Bids Received : 4/16/18  
**BID LEVELING SHEET**

Prepared by R Bir , Derivi Castellanos Architects.

FINAL RANK

3

1

2

	Bobo Construction, Inc.		F&H Construction, Inc.		Diede Construction, Inc.		
<b>QUALIFICATIONS</b>	Austin Bobo		Stephen Shelby		Steven Diede		
		ADJUSTED		ADJUSTED		ADJUSTED	
<b>Vernon Greer and Valley Oaks Elementary School Classroom Modernization, HVAC, and Roofing, and Multi-Purpose Improvements.</b>							
LBB Contractor Pre qualification	Included		Included		Included		
LBB Contractor Experience	Included		Included		Included		
General Building Contractor License	Included		Included		Included		
Proof of DIR Registration	Yes		Yes		Yes		
Performance and Payment Bonds	Yes		Yes		Yes		
Insurance Requirements	Yes		Yes		Yes		
Commercial General Liability Insurance	Yes		Yes		Yes		
Automobile Liability Insurance	Yes		Yes		Yes		
Workers Compensation and Employer's Liability Insurance	Yes		Yes		Yes		
Builder's Risk All Risk Insurance	Yes		Yes		Yes		
Firm and Personnel Experience and Qualification	Included		Included		Included		
Experience and Past Performance (K-12)	Yes		Yes		Yes		
Financial Information	Included		Included		Included		
Labor Compliance/ Skilled and Trained Workforce	Included		Included		Included		
Exceptions to Preconstruction Agreement, and/or LBB Documents	None		None		None		
	PASSING		PASSING		PASSING		
<b>PRE CONSTRUCTION SERVICES (Details)</b>							
<b>Maximum 20 points</b>							
Items	Included	No	Included	No	Included	No	
Project Manager	yes		Yes		yes		
Trade Solicitation & Job Walks	yes		Yes		yes		
Survey/Site Review/Building Review	yes		Yes		yes		
Plan Review/Design Recommendations	yes		Yes		yes		
Project Manager (Owner/Engineer/Contractor Meeting)	yes		Yes		yes		
Project Engineer (Owner/Engineer/Contractor Meeting)	yes		Yes		yes		
GMP Estimate /Budget/Plan review	yes		Yes		yes		
Final Detailed Schedule	no		Yes		yes		
Estimated Reimbursible Expenses	no		Yes		yes		
<b>TOTAL FEE</b>			<b>\$30,000</b>		<b>\$27,777</b>		<b>\$18,900</b>
			<b>0.85</b>		<b>0.92</b>		<b>1.35</b>
<b>Points earned</b>			<b>14</b>		<b>18</b>		<b>20</b>

25,559

Average cost  
 (\$ used)

GENERAL CONDITIONS COST									
Items	Included	No		Included	No		Included	No	
<b>MOBILIZATION</b>									
Mobilize the Site	no			yes			yes		
Demobilize the Site	no			yes			yes		
Temporary Fencing	yes			yes			yes		
Project Signs	no			yes			yes		
Office Equipment	no			yes			yes		
Drinking Water	no			yes			yes		
Trailer-In/Out	no			yes			yes		
Trailer-Monthly	no			yes			yes		
Other, Specify	no			yes			yes		
<b>TEMP UTILITIES</b>									
Power Cords	no			yes			yes		
Water Hose & Distribution	no			yes			yes		
Telephones	no			yes			yes		
Monthly Cell phones	no			yes			yes		
<b>PAPER</b>									
CPM Scheduling	yes			yes			yes		
Monthly Updates	no			yes			yes		
Blueprinting	no			yes			yes		
As-Builts	no			yes			yes		
<b>MISC ITEMS</b>									
Portable Items	yes			yes			yes		
Weekly pump out/Maintenance	yes			yes			yes		
Wash Facilities	yes			yes			yes		
Small Tool Purchase and Rental	no			yes			yes		
Safety supplies	no			yes			yes		
Shipping/haul	no			yes			yes		
Progress Cleaning	yes			yes			yes		
Dumpster	no			yes			yes		
Yard Services	no			yes			yes		
<b>SUPERVISION</b>									
Project Manager	yes			yes			yes		
Field - Superintendent	no			yes			yes		
Project engineer	yes			yes			yes		
<b>VEHICLE Allowances</b>									
PM	no			yes			yes		
SUPT.	no			yes			yes		
Project Engineer				yes			yes		
sum			\$18,000.00			\$33,700.00			\$53,614.00
			incomplete ***						Average monthly \$43,657.00
			adjusted ****	0		40		0	0.81 for reference only
	Points earned								0.59
<b>LEASE LEASEBACK FEE</b>									
Items	Included	No	% or rate	Included	No	% or rate	Included	No	% or rate
General Conditions									
(is this included in the proposed percentage or is the GC cost per month added to proposed percentage?)		X	\$18,000.00		X			X	it should be added
OH&P (this rate will be applied to change order work)	X		15%	X		7.00%	X		13.50%
General Liability Insurance									
(if not included, need percentage to add, this rate will be applied to any change order work)	X				X	0.95%	X		1.00%
Builder's Risk Insurance									
(if not included, need percentage to add, this rate will be applied to any change order work)		X	0.60%			0.2% to 0.6% depends on structure	X		Included
F&P Bonds									
(if not included, need percentage to add, this rate will be applied to any change order work)		X	1.00%		X	0.85%	X		1.00%
TOTAL ADJUSTED FEE			16.6%			9.4%			14.5%
			1.23			low			1.07
Points earned			0			40		0	Average pct 13.5% for reference only
<b>FINAL TOTAL SCORING TABULATION</b>									
			14			98		20	



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

This Agreement is made and entered into this   19th   day of   April  , 2018, between the Galt Joint Union Elementary School District hereinafter referred to as "DISTRICT" and   F&H Construction   hereinafter referred to as "DEVELOPER," for the purposes of providing preliminary consulting services to facilitate and manage Vernon. E Greer Elementary School Classroom Modernization, Valley Oaks Elementary School HVAC Upgrade & Roof Replacement, and Valley Oaks Elementary Multi-Use Building Modernization.

**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 June 8, 2018. It is anticipated that construction will commence on or about June 9, 2018. 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 Lozano Smith Attorneys At Law 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 Forty-Four Thousand Two Hundred and Fifty-Five Dollars and Twenty Cents (\$44,255.20) 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 May 30, 2018.

#### **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 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  
SCHOOL DISTRICT**

**F&H 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 selfinsurance 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 submittal were completed on March 26, 2018 and April 6, 2018. Construction is anticipated to start on June 16, 2018 for 3 months duration.

## Exhibit C

### Hourly Rates

Project Name: Vernon E. Greer Elementary School Modernization  
Valley Oaks Multi-Use Building Modernization  
Valley Oaks HVAC Upgrade & Roof Replacement

### Hourly Rate Schedule

Milestone and Activity	Qty	Unit	Rate	Amount	Sub-total	Total
<b>1 BID PROCESS / GMP DEVELOPMENT / CONSTRUCTABILITY REVIEW 1-MONTH DURATION</b>						
Project Manager	64	HRS	\$ 105	\$ 6,720.00		
Trade Solicitation & Job Walks	12	HRS	\$ 90	\$ 1,080.00		
Survey / Site Review / Building Review	32	HRS	\$ 90	\$ 2,880.00		
Plan Review / Design Recommendation / VE	32	HRS	\$ 90	\$ 2,880.00		
Project Manager (Owner/Engineer/Contractor Meeting)	40	HRS.	\$ 105	\$ 4,200.00		
Project Engineer (Owner/Engineer/Contractor Meeting)	40	HRS.	\$ 60	\$ 2,400.00		
GMP Estimate / Budget / Plan Review / VE	160	HRS	\$ 90	\$ 14,400.00		
Final / Detailed Schedule	32	HRS	\$ 150	\$ 4,800.00		
Estimated Reimbursible Expenses	1	LS	\$ 2,000	\$ 2,000.00		
<b>Subtotal</b>					<u>\$ 41,360.00</u>	
<b>Subtotal All Above</b>						\$ 41,360.00
Overhead & Profit (7%)						<u>\$ 2,895.20</u>
<b>TOTAL PRECONSTRUCTION COSTS</b>						<u>\$ 44,255.20</u>



## 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

<b>Meeting Date:</b> 4/25/18	<b>Agenda Item: 171.886</b> Board Consideration Of Approval Of Lease-Leaseback Pre-Construction Services Agreement with F&H Construction: Greer Elementary School
<b>Presenter:</b> Tom Barentson	<b>Action Item:</b> XX <b>Information Item:</b>
<p>Upon Board approval of the contract documents, F&amp;H Construction will perform preconstruction services, including the ordering necessary equipment, the preparation of the construction schedule, and the finalizing of the cost estimates. It is expected that the final LLB contract price will be submitted for Board approval on May 23, 2018. Substantial completion of the project is expected by August 15, 2018. The work at Greer Elementary School includes the modernization of Permanent Buildings including HVAC, Fire Suppression Systems, Bathrooms, Classrooms and Bright Future Learning Center/Innovation Center.</p> <p>Supporting documents are included. There is one contract for the modernization of both sites. Their response to our RFP which included 2 projects at Valley Oaks and 1 project at Greer included a substantial discount if they were awarded all projects. After review by both our architectural and district teams we concluded that there proposal was the best for the district.</p> <p>Staff recommends approval.</p> <p>Fiscal Impact: \$44,255 Measure K Funds (inclusive of Valley Oaks ES Pre-Construction Services Agreement)</p>	



DERIVI  
CASTELLANOS  
ARCHITECTS

Silicon Valley  
95 S Market St, Suite 480  
San Jose, CA 95113  
(408) 320-4871

Central Valley  
924 N Yosemite Street  
Stockton, CA 95203  
(209) 462-2873

## **REVIEW of LLB BIDS received for GJUESD**

Received April 16, 2018

Vernon Greer Elementary School Classroom Modernization and  
Valley Oaks HVAC, and Roofing Upgrades and Multi-Purpose Improvements

Bids were received from the following:

- Bobo Construction (Elk Grove, CA)
- Diede Construction (Woodbridge, CA)
- F&H Construction (Lodi, CA)

All Bidders were prequalified, attended the Mandatory pre-conference and submitted independent bids on each of (3) projects under consideration.

The District has the right to award each project on singular merit; or exercise the option to couple them in any combination as they see fit.

### CONCLUSIONS:

- The Mandatory Requirements Scoring, were established by criteria as “Pass/Fail”. All candidates successfully were measured with a “Passing” grade.
- The Technical Qualifications, to be independently confirmed by your Committee, but we have established that there will be very little variance in total scores based on the information received.
- The Total Price Scoring criteria, was established by the RFP.
- The matrix established scores three areas of concern.: Pre- Construction Services Fees, General Conditions Costs, and LLB Fees.
- Please refer to Attachment Spreadsheet for Scoring.
- A follow up Clarification form was sent to all Bidders on April 17<sup>th</sup> and responded the following day by all Bidders in writing to establish some Bid leveling inclusions and rates for evaluation.
- F&H heavily outscoring the other two Contractors, is due to the large variation in both the General Conditions and LLB Fee scoring. The matrix establishes a maximum scoring for the low Bidder (F&H) in those two categories, while the other contractors got “0” points.

- PRECONSTRUCION FEES were scored by a variance from the average variance. Diede Construction (on a single project evaluation) scored the highest, (20 pts), with F&H (18 points) and Bobo (14 points) respectively.
- As a combination of projects are being considered under one Contract. F& H would have re-established the low PRE-CONSTRUCION FEE bid with a voluntary deduct to establish a Pre-Con Fee of \$44, 255 when all three projects are awarded as one. This would re-establish the order and Diede and Bobo, respectively placing second and third; and a \$12k + advantage to the District for taking the combination.
- Unlike the Pre -Construction Fees, GENERAL CONDITION FEES were scored by a variance from the low Bidder. GENERAL CONDITIONS were not identified equally by all firms equally. The Clarification form identified omissions. Bobo Construction was identified as incomplete enough make comparison but was adjusted accordingly for review.
- Unlike the Pre -Construction Fees, LLB FEES were scored by a variance from the low Bidder. LLB FEES established F&H as the clear frontrunner at 7%, and with bid leveling adjustments, their finalized fee is 9.4 % The other two Bidders were a distant percentage (14.5 % and 16.4% adjusted). Those percentages exceeded the limits of variance (3.5%) to the extent that both Diede Construction and Bobo Construction were awarded “0” points in this category.

## **FINAL CONCLUSION and RECOMMENDATION**

We propose that, in this instance, and after reviewing the Bids, there is clear advantage to the District to award all (3) three projects: to a singular LLB (Lease- Lease Back) entity ; combining all three projects together to:

### **F&H Construction**

We propose that the District immediately enter into a Pre-Construction award to them for the total of \$ \$ 44,255 to help establish schedules , pre-order equipment, and begin project bidding to seek a GMP .

Respectfully,

Richard J. Bir  
Sr. Project Manager.  
Derivi Castellanos Architects

**GALT JOINT UNIFIED SCHOOL DISTRICT**  
 Vernon E. Greer Elementary School Classroom Modernization LLB  
 Valley Oaks Multi-Purpose Upgrade and HVAC and Roofing upgrade

Bids Received: 4/16/18

**BID LEVELING SHEET**

Prepared by R Bir, Derivi Castellanos Architects.

FINAL RANK

3

1

2

	Bobo Construction, Inc.		F&H Construction, Inc.		Diede Construction, Inc.		
<b>QUALIFICATIONS</b>	Austin Bobo		Stephen Shelby		Steven Diede		
		ADJUSTED		ADJUSTED		ADJUSTED	
<b>Vernon Greer and Valley Oaks Elementary School Classroom Modernization, HVAC, and Roofing, and Multi-Purpose Improvements.</b>							
LBB Contractor Pre qualification	Included		Included		Included		
LBB Contractor Experience	Included		Included		Included		
General Building Contractor License	Included		Included		Included		
Proof of DIR Registration	Yes		Yes		Yes		
Performance and Payment Bonds	Yes		Yes		Yes		
Insurance Requirements	Yes		Yes		Yes		
Commercial General Liability Insurance	Yes		Yes		Yes		
Automobile Liability Insurance	Yes		Yes		Yes		
Workers Compensation and Employer's Liability Insurance	Yes		Yes		Yes		
Builder's Risk All Risk Insurance	Yes		Yes		Yes		
Firm and Personnel Experience and Qualification	Included		Included		Included		
Experience and Past Performance (K-12)	Yes		Yes		Yes		
Financial Information	Included		Included		Included		
Labor Compliance/ Skilled and Trained Workforce	Included		Included		Included		
Exceptions to Preconstruction Agreement, and/or LBB Documents	None		None		None		
	PASSING		PASSING		PASSING		
<b>PRE CONSTRUCTION SERVICES (Details)</b>							
<b>Maximum 20 points</b>							
Items	Included	No	Included	No	Included	No	
Project Manager	yes		Yes		yes		
Trade Solicitation & Job Walks	yes		Yes		yes		
Survey/Site Review/Building Review	yes		Yes		yes		
Plan Review/Design Recommendations	yes		Yes		yes		
Project Manager (Owner/Engineer/Contractor Meeting)	yes		Yes		yes		
Project Engineer (Owner/Engineer/Contractor Meeting)	yes		Yes		yes		
GMP Estimate /Budget/Plan Review	yes		Yes		yes		
Final Detailed Schedule	no		Yes		yes		
Estimated Reimbursible Expenses	no		Yes		yes		
<b>TOTAL FEE</b>			<b>\$30,000</b>		<b>\$27,777</b>		<b>\$18,900</b>
			<b>0.85</b>		<b>0.92</b>		<b>1.35</b>
<b>Points earned</b>			<b>14</b>		<b>18</b>		<b>20</b>

25,559

Average cost  
(\$ used)



GENERAL CONDITIONS COST									
Items	Included	No		Included	No		Included	No	
<b>MOBILIZATION</b>									
Mobilize the Site	no			yes			yes		
Demobilize the Site	no			yes			yes		
Temporary Fencing	yes			yes			yes		
Project Signs	no			yes			yes		
Office Equipment	no			yes			yes		
Drinking Water	no			yes			yes		
Trailer-In/Out	no			yes			yes		
Trailer-Monthly	no			yes			yes		
Other, Specify	no			yes			yes		
<b>TEMP UTILITIES</b>									
Power Cords	no			yes			yes		
Water Hose & Distribution	no			yes			yes		
Telephones	no			yes			yes		
Monthly Cell phones	no			yes			yes		
<b>PAPER</b>									
CPM Scheduling	yes			yes			yes		
Monthly Updates	no			yes			yes		
Blueprinting	no			yes			yes		
As-Builts	no			yes			yes		
<b>MISC ITEMS</b>									
Portable Items	yes			yes			yes		
Weekly pump out/Maintenance	yes			yes			yes		
Wash Facilities	yes			yes			yes		
Small Tool Purchase and Rental	no			yes			yes		
Safety supplies	no			yes			yes		
Shipping/haul	no			yes			yes		
Progress Cleaning	yes			yes			yes		
Dumpster	no			yes			yes		
Yard Services	no			yes			yes		
<b>SUPERVISION</b>									
Project Manager	yes			yes			yes		
Field - Superintendent	no			yes			yes		
Project engineer	yes			yes			yes		
<b>VEHICLE Allowances</b>									
PM	no			yes			yes		
SUPT.	no			yes			yes		
Project Engineer				yes			yes		
sum			\$18,000.00			\$33,700.00			\$53,614.00
			incomplete ***						Average monthly \$43,657.00
			adjusted ****	0		40		0	0.81 for reference only
	Points earned								0.59
<b>LEASE LEASEBACK FEE</b>									
Items	Included	No	% or rate	Included	No	% or rate	Included	No	% or rate
General Conditions (is this included in the proposed percentage or is the GC cost per month added to proposed percentage?)		X	\$18,000.00		X			X	it should be added
OH&P (this rate will be applied to change order work)	X		15%	X		7.00%	X		13.50%
General Liability Insurance (if not included, need percentage to add, this rate will be applied to any change order work)	X				X	0.95%	X		1.00%
Builder's Risk Insurance (if not included, need percentage to add, this rate will be applied to any change order work)		X	0.60%			0.2% to 0.6% depends on structure	X		Included
F&P Bonds (if not included, need percentage to add, this rate will be applied to any change order work)		X	1.00%		X	0.85%	X		1.00%
<b>TOTAL ADJUSTED FEE</b>			16.6%			9.4%			14.5%
			1.23			low			1.07
<b>Points earned</b>			0			40		0	Average pct 13.5% for reference only
<b>FINAL TOTAL SCORING TABULATION</b>									
			14			98		20	

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

This Agreement is made and entered into this   19th   day of   April  , 2018, between the Galt Joint Union Elementary School District hereinafter referred to as "DISTRICT" and   F&H Construction   hereinafter referred to as "DEVELOPER," for the purposes of providing preliminary consulting services to facilitate and manage Vernon. E Greer Elementary School Classroom Modernization, Valley Oaks Elementary School HVAC Upgrade & Roof Replacement, and Valley Oaks Elementary Multi-Use Building Modernization.

**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 June 8, 2018. It is anticipated that construction will commence on or about June 9, 2018. 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 Lozano Smith Attorneys At Law 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 Forty-Four Thousand Two Hundred and Fifty-Five Dollars and Twenty Cents (\$44,255.20) 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 May 30, 2018.

#### **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 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  
SCHOOL DISTRICT**

**F&H 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 selfinsurance 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 submittal were completed on March 26, 2018 and April 6, 2018. Construction is anticipated to start on June 16, 2018 for 3 months duration.

## Exhibit C

### Hourly Rates

Project Name: Vernon E. Greer Elementary School Modernization  
Valley Oaks Multi-Use Building Modernization  
Valley Oaks HVAC Upgrade & Roof Replacement

### Hourly Rate Schedule

Milestone and Activity	Qty	Unit	Rate	Amount	Sub-total	Total
<b>1 BID PROCESS / GMP DEVELOPMENT / CONSTRUCTABILITY REVIEW 1-MONTH DURATION</b>						
Project Manager	64	HRS	\$ 105	\$ 6,720.00		
Trade Solicitation & Job Walks	12	HRS	\$ 90	\$ 1,080.00		
Survey / Site Review / Building Review	32	HRS	\$ 90	\$ 2,880.00		
Plan Review / Design Recommendation / VE	32	HRS	\$ 90	\$ 2,880.00		
Project Manager (Owner/Engineer/Contractor Meeting)	40	HRS.	\$ 105	\$ 4,200.00		
Project Engineer (Owner/Engineer/Contractor Meeting)	40	HRS.	\$ 60	\$ 2,400.00		
GMP Estimate / Budget / Plan Review / VE	160	HRS	\$ 90	\$ 14,400.00		
Final / Detailed Schedule	32	HRS	\$ 150	\$ 4,800.00		
Estimated Reimbursible Expenses	1	LS	\$ 2,000	\$ 2,000.00		
<b>Subtotal</b>					<u>\$ 41,360.00</u>	
<b>Subtotal All Above</b>						\$ 41,360.00
Overhead & Profit (7%)						<u>\$ 2,895.20</u>
<b>TOTAL PRECONSTRUCTION COSTS</b>						<u>\$ 44,255.20</u>