

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

Regular Board Meeting
Wednesday, May 23, 2018
6:00 p.m. Closed Session
7:00 p.m. Open Session

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

AMENDED 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. 6:00 p.m. – Closed Session: Galt City Hall Chamber Conference Room**
- B. Announce Items to be Discussed in Closed Session, Adjourn to Closed Session**
1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6
Agency Negotiator: Karen Schauer, 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 DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957
 - Superintendent
- C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session**
- D. Public Comments for topics not on the agenda**
Public comment should be limited to three minutes or less pending Board President approval. Community members who cannot wait for the related agenda item may also request to speak at this time by indicating this on the speaker's request form.
- E. Communications**
1. Sacramento County Office of Education: 2017-2018 Second Period Interim Report
- 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.

LCAP GOAL 2

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

LCAP GOAL 3

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

1. Local Control Accountability Plan (LCAP) Update
2. Pre-school Program Self-Evaluation

LCAP GOAL 4

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

1. GJUESD School Bond Measure K Update
 - Lease-Leaseback: Valley Oaks and Greer Elementary
 - Marengo Ranch and River Oaks Elementary Update
2. Galt Schools Joint Powers Authority (JPA)

OTHER

1. School Services May Revision Workshop

G. Routine Matters/New Business

171.887 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: April 25, 2018 Regular Board Meeting

c. Payment of Warrants:

Vendor Warrant Numbers: 18398367-18398416, 18399043-18399047, 18399854-18399913, 18400863-18400934, 18402023-18402086
Certificated/Classified Payrolls Dated: 4/30/18, 5/10/18

d. Personnel

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

e. Donations

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

CC
Items Removed

171.889 Board Consideration of Approval of Consulting Agreement Between GJUESD and Burnham Benefits Insurance Services Broker for Strategic Benefit Planning, Design, Funding, Administration, and Communication with Respect to its Employee Benefit Programs

MOTION

171.890	Board Consideration of Approval to Pre-Purchase HVAC Equipment for Valley Oaks Elementary Modernization Projects	MOTION
171.891	Board Consideration of Approval of Agreement Between GJUESD and Wagner Mechanical, Inc. for River Oaks Elementary School Pump Replacement	MOTION
171.892	Board Consideration of Approval of Personalized Learning Plan (PLP) Secretary Job Description	MOTION
171.893	Board Consideration of Approval of District Office Clerk 1 Job Description	MOTION
171.894	Board Consideration of Approval of Food Services Cashier Job Description	MOTION
171.895	Board Consideration of Approval of Resolution #16: Resolution For Exception To The 180-Day Wait Period [Government Code sections 7522.56 & 21224]	MOTION
171.896	Public Hearing of Compensation, Benefits and Related Issues Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) For The 2017-18 and 2018-2019 School Years	PUBLIC HEARING
171.897	Board Consideration of Approval of Compensation, Benefits and Related Issues Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) For The 2017-18 and 2018-2019 School Years	MOTION
171.898	Board Consideration of Approval of Memorandum Of Understanding Between GJUESD And Galt Elementary Faculty Association (GEFA) Regarding Additional Contingent Compensation for GEFA Represented Bargaining Unit Employees	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: June 27, 2018

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

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

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

(209) 744-4545



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: Closed Session
Presenter: Karen Schauer	Action Item: Information Item: XX
<ol style="list-style-type: none">1. 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">▪ Employee Agency: (GEFA) Galt Elementary Faculty Association▪ Employee Agency: (CSEA) California School Employee Association▪ Non-Represented Employees2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §549573. PUBLIC EMPLOYEE PERFORMANCE EVALUATION, Government Code §54957<ul style="list-style-type: none">▪ Superintendent	



Galt Joint Union Elementary School District

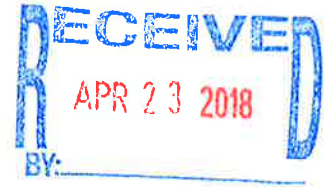
1018 C Street, Suite 210, Galt, CA 95632
209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: Communication
Presenter: Karen Schauer	Action Item: Information Item: XX
<p>1. Sacramento County Office of Education: 2017-2018 Second Period Interim Report</p>	

David W. Gordon
Superintendent

April 16, 2018



BOARD OF EDUCATION

Brian M. Rivas
President

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

O. Alfred Brown, Sr.
Vice President

Joanne Ahola

Heather Davis

SUBJECT: 2017-2018 Second Period Interim Report

Harold Fong, M.S.W.

Dear Superintendent Schauer:

Bina Lefkovitz

Jacquelyn Levy

After submission of the Second Period Interim Report, the County Superintendent of Schools is required to review the report for adherence to the State-adopted Criteria and Standards pursuant to Education Code sections 42130-31 and 33127. The district filed a Second Period Interim Report with a **positive** certification. Based on the multi-year projections and assumptions provided by the district, it appears the district will meet its 3% unrestricted reserve requirement for the current fiscal year and two subsequent fiscal years. We concur with the district's **positive** certification with the following comments:

- The unrestricted General Fund balance is projected to decrease by \$3,461,508 in 2017-2018, increase by \$1,028,202 in 2018-2019, and decrease by \$99,478 in 2019-2020.
- The district is projecting an increase of 10 ADA in 2017-2018, an increase of 20 ADA in 2018-2019, and an increase of 20 ADA in 2019-2020.

We continue our request that the district provide the following:

- We note that the certificated and classified bargaining units have not settled collective bargaining for the current year. Before the district's board of education takes any action on a proposed collective bargaining agreement, the district must meet the public disclosure requirements of Government Code section 3547.5 and the California Code of Regulations Title V, section 15449. **Please submit the public disclosure of the collective bargaining agreement to the County Office for review at least ten (10) working days prior to the date the governing board will take action on the proposed**



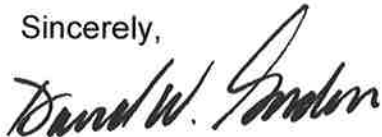
bargaining agreements. This form must also be available to the public at least ten (10) working days prior to the date the governing board will take action on the proposed bargaining agreements. Also, as provided by the State Criteria and Standards, when labor contract negotiations are settled after the adoption of the district's budget, the district must analyze the budget to determine the effect of the settlement, and the governing board must certify to the validity of the analysis within 45 days of the final settlement. Within this 45-day period, the District Superintendent must also send the County Superintendent any revisions to the district's current budget necessary to fulfill the terms of the agreement.

- Notify us immediately, and provide for our review, any changes to the budget.
- Continue to closely monitor future enrollment trends and inform us of budget adjustments should enrollment trends fluctuate.

We would like to thank your staff for their cooperation during our review process.

If you have any questions or concerns regarding this review, please feel free to call Debra Wilkins at (916) 228-2294.

Sincerely,



David W. Gordon
Sacramento County Superintendent of Schools

DWG/TS/dw

cc: John Gordon, Board President, GJUSD
Tom Barentson, Business Services Director, GJUSD
Tracy Stinson, Fiscal Services Supervisor, GJUSD
Tamara Sanchez, Assistant Superintendent, SCOE
Debra Wilkins, District Fiscal Services Director, SCOE



Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: Reports
Presenter: Karen Schauer	Action Item: Information Item: XX

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OTHER

1. School Services May Revision Workshop



LCAP GOAL 3

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

1. Local Control Accountability Plan (LCAP) Update

Presenter: Karen Schauer Ed.D., Superintendent

- LCAP Session Dates
- Key Refinement Areas and Services Feedback Matrix

2. Pre-school Program Self-Evaluation

Presenter: Donna Mayo-Whitlock, Educational Services Director

The evaluation of the preschool program is on-going through the school year. At the beginning of the school year preschool staff attended a pre-service meeting to review the Action Steps from the 2016-17 Action Plan that they created in spring 2017. The Action Plan was reviewed by Preschool and the School Readiness Advisory group in October.



Galt Joint Union Elementary School District

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Galt Joint Union Elementary School District

LCAP SESSION DATES

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

Parent Survey: January/February 2018

GJUESD LCAP KEY REFINEMENT AREA & SERVICES FEEDBACK
May 2018

Refinement Area or Services	Feedback	GJUESD Response
1. Content Connections among the Disciplines	<p>a. Continued support with the implementation of our new ELA/ELD resources.</p> <p>b. Continued training on Next Generation Science Standards (NGSS).</p>	<p>a. All new teachers, to our district, will be provided with content support provided by our curriculum coaches. Targeted support will be provided to administrators to strengthen capacity building. On-going support and learning event opportunities will be provided to all teachers throughout the year. Additional work will focus on the needs of our special education program.</p> <p>b. Access to targeted training on 'Notebooking' will be provided to all teachers. 'Notebooking' as a thinking tool will be shared as part of the on-going NGSS learning events. Greater focus will be given to the 'relationships' among the Science, Math and ELA/Literacy practices.</p>
2. Professional Learning Cycle (PLC)	<p>a. Explore Micro-Credentials.</p> <p>b. Advance the use of SWVL video recording for teachers who participate in the Professional Learning Cycle (rubric) and provide access to those who are not yet part of the process.</p> <p>c. Clearly communicate a set schedule for PLC reflections to provide the entire process at a glance to assist with teacher planning.</p> <p>d. More information needed on Problem of Practice (POP) and Theory of Action (TOA).</p>	<p>a. Exploration of micro-credentials will take place during the summer and early fall. District will consider restructuring the 'District Mentor Program' to include the completion of micro-credentials, <i>as one of the requirements of the program</i>, for all new teachers and interns who participate in the program.</p> <p>b. Support will be provided to teachers who wish to explore the use of a SWVL camera as part of the Professional Learning Cycle (PLC). Access and training on the use of SWVL camera will also be provided to teachers not participating in the PLC. The goal of the use of the SWVL camera to optimize the reflection process on the professional practice.</p> <p>c. Adjustments will be made to clearly communicate due dates for each reflection segment. To assist teachers with planning, a snapshot of the entire PLC process will be provided at the beginning of the year. The resource will also include a snapshot of the professional goal setting process for teachers not participating in the PLC.</p> <p>d. School administrators participated in POPs and TOAs this school year to collaborate, problem solve and innovate for school improvement. The district is examining ways to continue and broaden the work through a partnership with Eastern Kentucky.</p>

<p>3. Strengths-based Supports and Opportunities</p>	<p>a. Ensure high school articulation.</p> <p>b. Streamline MTSS forms in GoogleDoc.</p> <p>c. Look at engagement and empowerment of students through NGSS efforts.</p>	<p>a. The GJUESD Superintendent will initiate meetings with the new superintendent to discuss the articulation of strengths-based not deficit driven supports and opportunities.</p> <p>b. MTSS documents, forms, and processes are "housed" in Google and are accessed by all staff through GJUESD Symbaloo. We had hoped to store individual student documents in Illuminate, but this is not possible at this time. PLP secretaries are filing student notes in the red flag folder of a student's records "CUM" file.</p> <p>c. Continue to explore professions in the field of science to promote 'alternative' careers in science. Additional work will focus on building on the idea and concept of 'natural phenomena' as part of the NGSS lesson sequences.</p>
<p>4. Cradle/Pre-kindergarten to Career Articulation</p>	<p>a. Articulate partnership work with the High School District.</p> <p>b. Embed Career awareness into everyday instruction.</p>	<p>a - b The Career Technical Education Planning grant will further strengthen articulation with the Galt High School District through partnerships and embedded career awareness resources. The Sacramento County Office of Education is providing technical assistance on this exciting educational opportunity.</p>
<p>5. Adjustments to Support Services</p>	<p>a. A social worker at each campus is needed.</p> <p>b. POSA may not be essential.</p> <p>c. Additional bilingual communication support.</p> <p>d. Reduce grant funded positions if cannot sustain.</p> <p>e. Chromebooks used at home.</p>	<p>a - e At this time, we are examining Supplemental and Concentration funding and other state or federal funding sources for 1) increasing one social worker, 2) increasing bilingual communication services, 3) sharing costs with City of Galt and High School District to sustain two School Resource officers.</p> <p>All schools have one-to-one Chromebooks. The middle school took home Chromebooks school-wide for the first time this school year. Funding sources will be examined to continue TK-6 take-home Chromebooks through the BFLCs for learners without home technology access resources.</p> <p>In the last two years, Race To The Top, Central Valley Foundation grants have concluded. In addition, First 5 school readiness funding was reduced. The grants provided curriculum resources, training, technology and people power - essential to thrive beyond the recession.</p> <p>A number of grant funded services over time have</p>

		<p>transitioned to Supplemental Concentration or other state or federal funds (examples- social worker, counselor, ½ of school administrators, BFLCs with libraries). At this time, these positions have been eliminated or reduced: Principal On Special Assignment (POSA), Coordinator of Instructional Technology Integration and Innovation (CITI), BFLC summer services (reduced by half), one academic coach, home study educator, part-time newcomer instructor, First Five parent liaison, and Fairsite Bilingual Office Assistant (reduced hours).</p> <p>The additional state funding has been one-time and not on-going. With slow enrollment growth with other fiscal impact factors, continued adjustments will be considered for 2019/20 along with efforts to 1.) market the GJUESD to attract families and 2.) pursue additional funding opportunities and resources partnerships.</p> <p>We strive for the right balance of learner services, professional learning and employee compensation structures to maximize learner growth and achievement.</p> <p>Current grant planning and/or implementation grants include: Next Generation Science Standards Early Implementation, Middle School Career Technical Education Planning grant (grades 5-8), and Pre-kindergarten planning to implementation grant.</p>
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Program Self-Evaluation Process Fiscal Year 2017-18

Contractor Legal Name: (Full Spelling of Legal Name only; no acronyms or site names)

Galt Joint Union Elementary School District

Four-Digit Vendor Number:

6734

Contract Type(s): (CSPP, CCTR, CHAN, CFCC, CMIG, CRRP, CAPP, C2AP, C3AP, CMAP)

CSPP CCTR CHAN CFCC CMIG CRRP CAPP C2AP C3AP CMAP

Age Group(s):

Infant/Toddler Preschool School Age

Program Director Name (as listed in the Child Development Management Information System):

Donna Mayo-Whitlock

Program Director Phone Number:

(209) 744-4545

Program Director E-mail:

dwhitlock@galt.k12.ca.us

Check each box verifying the collection, analysis, and integration of each assessment data toward ongoing program improvement for all applicable contract types.

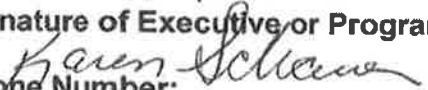
- Program Review Instrument FY 2017-18 – All Contract Types:
<https://www.cde.ca.gov/ta/cr/documents/eesos1718.pdf>
- Desired Results Parent Survey – All Contract Types:
<https://www.cde.ca.gov/sp/cd/ci/documents/parentsurvey.doc>
- Age Appropriate Environment Rating Scales – Center-based/CFCC Contracts Types:
<http://www.ersi.info/ecers.html>
- Desired Results Developmental Profile and DRDPtech Reports - Center-based/CFCC Contracts Types:
<https://www.desiredresults.us/drpd-forms>

Statement of Completion: I certify that all documents required as a part of the PSE have been completed and are available for review and/or submittal upon request.

Name of Executive or Program Director as listed in the Child Development Management Information System:

Karen Schauer, Superintendent

Signature of Executive or Program Director listed above:



Phone Number:

(209) 744-4545

Date: 5-15-18

05/10/18

Scan and submit the signed PSE, all four (4) pages, together including additional pages, to FY1718PSE@CDE.CA.GOV using the fiscal year and the contractor's legal name in the subject line (example: 17-18 XYZ School District).

Summary of Program Self-Evaluation Fiscal Year 2017–18

Using a narrative format, summarize the staff and board member participation in the PSE process: **Answers are not limited to space provided. Attach additional sheets as necessary.**

The evaluation of our preschool program is on-going through the school year. At the beginning of the school year preschool staff attended a pre-service meeting to review the Action Steps from the 20116-17 Action Plan that they created in spring 2017. The Action Plan was also reviewed by our Preschool and School Readiness Advisory meeting in October.

Preschool teachers and instructional assistants participated in many professional development opportunities through-out the year that supported implementation of the site action plan:

- All staff participated in a follow-up DRDP training.
- 3 District Preschool In-service days focused on: CLASS Dimensions: Instructional Learning Formats
- Preschool staff attended the Northern California Early Learning Summit
- Staff attended the Sacramento County Office of Education (SCOE) trainings: ECERS, ASQ Developmental Screening, Preschool English Learners
- All preschool teachers met for collaboration on a weekly basis to plan for instruction and share best practices
- Instructional assistants were invited to all preschool staff development days.

Fairsite also continued to participate in the Quality Rating and Improvement System (QRIS) Validation which included:

- Outside evaluators randomly selected four classrooms to assess using the CLASS Dimensions and the ECERS
- Developmental screenings conducted on all preschool children
- Evidence submission of 20+ hours of P.O. was collected for each teacher

The DRDP profiles were completed in the fall and spring with teachers holding parent/teacher conferences after each period to inform parents of their child's developmental progress.

DRDP progress was also included in a report to the School Board in the winter and spring. In October 2017, the ECERS was completed in each classroom by trained teams. Teachers then met to complete the ECERS Summary of Findings to determine where improvement was needed.

In January 2018 the Desired Results for Parent and Children Surveys were also sent home to parents. Results of both the summaries were shared with the Advisory committees. Teachers met to complete the Summary of Findings to determine parent engagement areas that needed to be strengthened.

Resources to support the findings of the Action Plan, ECERS and the CLASS assessment were purchased using QRIS block grant funds.

In May teachers completed the DRDP summary of findings at the classroom level and then reviewed school-wide DRDP data to complete the Program-level Summary of Findings. The two Domains that were identified as areas to improve were LLD 8- Phonological awareness, Language and Literacy and ALT-REG 5 Self Control of Feelings and Behaviors. The Key Findings, Actions Steps and completion dates were recorded.

In July 2018 the Preschool Program Evaluation will be reported to the School Board and in August 2018 preschool staff will revisit their focus areas for the next school year.

1. Provide a summary of the program areas that did not meet standards and a list of tasks needed to improve those areas. **Answers are not limited to space provided. Attach additional sheets as necessary.**

An area that was was (identified in the Raising Quality Together Quality Improvement Plan) that continues to recommended to be strengthen is the domain of Instructional Support (as measured by the CLASS assessment tool). This year it was scored at a 2.7. By Improving the Instructional Support for children in all classrooms we will attain an increase in the Desired Results Developmental Profile (DRDP).

Tasks needed to Improve this area.

- Staff will participate in required Professional Development Days offered by SCOE and the Raising Quality together team on site.
- Staff may also elect optional trainings and workshops offered by SCOE, CPIN and WestEd.
- Teachers will share information with Instructional Assistants and other teachers during weekly collaboration meetings. ``
- QRIS Block Grants will be used to purchase manipulative and language- based resources that will enhance student instructional support.

2. Provide a summary of areas that met standards and a summary of procedures for ongoing monitoring to ensure that those areas continue to meet standards. **Answers are not limited to space provided. Attach additional sheets as necessary.**

One area that was successfully implemented in order to improve our use of data is the Learning Genie along with the DRDPtech.

All teachers were able to use a combination of the Learning Genie and DRDPtech to enter all children observations. This allowed teachers and administrators to better analyze student data and progress over the school year.

Ongoing Monitoring:

- All preschool children will be entered in the district's Student Information System (SIS) as they are enrolled.
- The school district will assign an SSID number to children.
- Teachers will continue to enter all the DRDP documentation into DRDPtech for FALL and SPRING.
- During collaboration the data will be analyzed and implications for instruction will be shared.
- Teachers may participate in DRDP trainings and workshops to help them examine the use of data for instructional support.



LCAP GOAL 4

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

1. GJUESD School Bond Measure K Update

Presenter: Tom Barentson, Business Director

- Valley Oaks ES & Greer ES
 - Weekly meetings with DCA Architects, F&H Construction regarding process, timelines, and Construction schedule
 - Pre Construction Purchasing (later in agenda)
 - Summer and Fall Prospective Timelines

- River Oaks ES & Marengo Ranch ES
 - River Oaks Water Pump Replacement Contract (later in agenda)
 - Contractor RFP's to go out in June
 - Late August/September start dates for both projects
 - Marengo Ranch Temporary classroom housing schedule
 - 4-6 week rotation for each POD/Building
 - Administration Building & Multi-purpose will be done last to be completed by Summer 2019
 - Construction begins in September

2. Galt Schools Joint Powers Authority (JPA)

Presenter: Tom Barentson, Business Director

- May 7th Special JPA Special Board Meeting
 - Presentation regarding options (attached)
 - At-Large Community Member Selected (replacement for Kirk Swim)
 - Alice Henderson-long time community member, former employee of GJUESD, attended schools in Galt, parent and grandparent of children who have attended Galt Schools

- Next Meeting June 18, Regular Board Meeting, GJUESD District Office, 5:30pm

Attachments: Galt Schools Joint Powers Authority Community Facilities District No. 1, May 7, 2018

Galt Schools Joint Powers Authority

Community Facilities District No. 1 (High School and Elementary School Facilities)

Board of Directors Meeting

May 7, 2018, 5:30 p.m.



Galt Joint Union Elementary School District



Decision Points

1. **Shall the JPA issue additional bonds?**
2. **How shall the JPA use available, unrestricted fund balances?**
 - a. Authorize a distribution for allowable pay-as-you-go expenditures on a 60/40 basis or alternative basis?
 - b. Dedicate it toward early retirement of 2008 Bond?
 - c. Use balances to lower the special tax rates in future years?
3. **Shall the JPA Board increase, decrease or continue the current CFD special tax rates for future years?**
4. **How shall JPA Board use future, surplus special tax revenue from growth in the CFD?**
 - a. Distribute to Districts for allowable pay-as-you-go expenditures on a 60/40 basis or alternative basis?
 - b. Early retirement of 2008 Bond?
 - c. Lowering of the special tax rates in future years?

Overview of CFD

- JPA was formed in December 1990; CFD formed in 1991
- Purpose of CFD is to fund elementary, middle, and high school facilities to serve the students generated by the CFD
- \$60 million bond authorization; approximately \$15 million sold
- Facilities impact analysis of homes conducted in April 2015 in CFD indicates purpose of CFD has been substantially finished
- JPA Board lowered special tax rates by 30% in 2013-14 because projected revenue exceeded debt service payments
- JPA Board authorized an expenditure of \$1M in October 2015



Description of Facilities

The school facilities to be financed by the CFD shall include the following:

1. Acquisition of school sites
2. Design and construction of elementary school to serve students from the parcels included within the boundaries of the CFD
3. Design and construction of middle school to serve students from the parcels included within the boundaries of the CFD
4. Design and construction of high school to serve students from the parcels included within the boundaries of the CFD
5. Lease and install relocatable buildings, as needed, to temporarily house students while waiting for completion of permanent schools
6. Incidental costs



Funding of California School Facilities

Developer Fees / Mitigation Fees

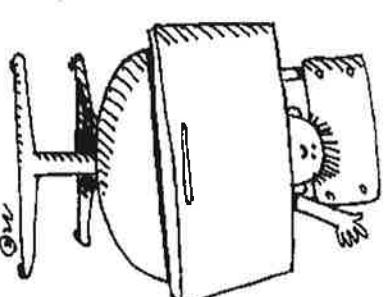
Community Facilities District Special Taxes

State School Facilities Program - New Construction

- Site acquisition – 50% of actual costs
- Site development – 50% of actual costs
- Construction - Per pupil grant (approximately 50% of actual costs)

General Obligation Bond Measures

- Galt JUESD – Measure W (October 2002) – \$9,300,000
- Galt JUESD – Measure K (November 2016) - \$19,700,000
- Galt JUHSD – Measure B (November 2005) - \$29,200,000
- Galt JUHSD – Measure E (November 2016) - \$36,000,000



Overview of CFD Special Tax Rates

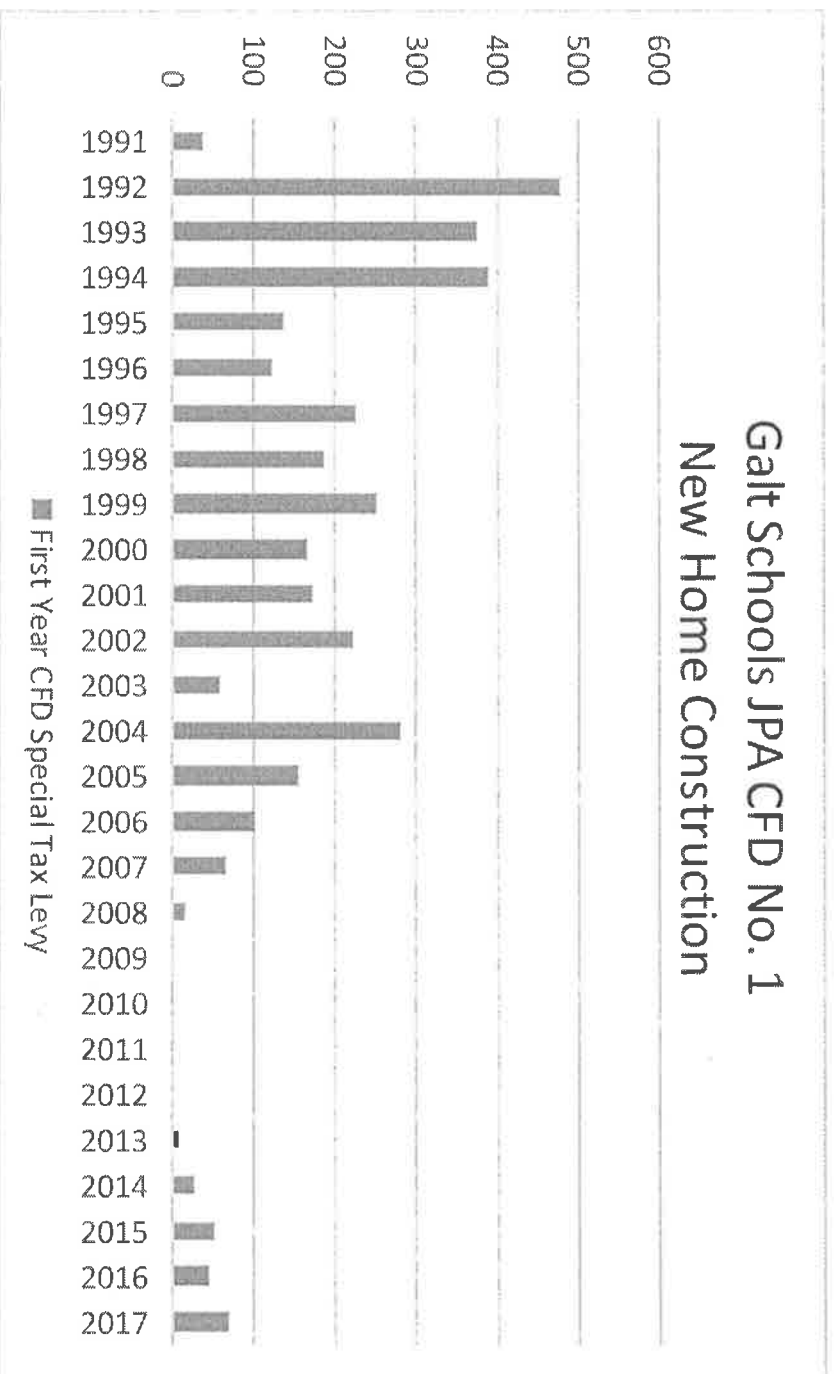
2018-19 Special Tax Rates

<u>Alternative</u>	<u>Prepaid Special Tax Rate</u>	<u>Annual Special Tax Rate</u>	<u>Average Prepaid Special Tax</u>	<u>Average Annual Special Tax</u>
Alternative 1	\$1.7099 per sq. ft.	\$0.2273 per sq. ft.	\$2,900 per home	\$380 per home
Alternative 2	\$2.8894 per sq. ft.	\$0.1082 per sq. ft.	\$4,900 per home	\$180 home
Alternative 3	\$3.9716 per sq. ft.	\$0.0000 per sq. ft.	\$6,700 per home	\$0 home

2018-19 Maximum Special Tax Rates

<u>Alternative</u>	<u>Prepaid Special Tax Rate</u>	<u>Annual Special Tax Rate</u>	<u>Average Prepaid Special Tax</u>	<u>Average Annual Special Tax</u>
Alternative 1	\$2.7508 per sq. ft.	\$0.3656 per sq. ft.	\$4,600 per home	\$620 per home
Alternative 2	\$4.6485 per sq. ft.	\$0.1741 per sq. ft.	\$7,900 per home	\$290 home
Alternative 3	\$6.3896 per sq. ft.	\$0.0000 per sq. ft.	\$10,800 per home	\$0 home

History of CFD Residential Development



CFD Special Tax Growth

- New home construction with CFD will generate one-time, pre-paid special tax revenue and increase annual special tax revenue.
- Future home construction within CFD is unknown.
- As of June 30, 2017, there were 11 APNs (167.24 acres) with 2 acres or more of undeveloped property in the CFD.
- Additionally, there are 56 undeveloped lots in the CFD.
- Potential prepaid special tax revenue from the 56 undeveloped lots, assuming 2,000 sq. ft., is \$191K

Revenue and Debt Payments thru 2024-25

- Assumptions:**
- 1) Annual special tax rates were reduced by 30 percent in FY 2013-14. Remaining flat for remaining fiscal years.
 - 2) Special tax revenue projection excludes additional revenue from potential housing growth.
 - 3) Retirement of 2008 Refunding Bond and cessation of CFD by November 2024 or earlier.

Fiscal Year	Prepaid Special Tax Rates			Annual Special Tax Rates			Annual CFD Special Tax Revenues	Debt Schedule (2008 Refunding Bond)						
	Alt. 1	Alt. 2	Alt. 3	Alt. 1	Alt. 2	Alt. 3		Payment	\$ Var	Restricted Ending Bal.	Unassigned Ending Bal.			
2016-17														
2017-18	\$1.7099	\$2.8894	\$3.9716	\$0.2273	\$0.1082	\$0.0000	\$953,748	\$971,134	(\$17,386)	\$1,832,417	\$1,003,285	\$1,020,671		
2018-19	\$1.7099	\$2.8894	\$3.9716	\$0.2273	\$0.1082	\$0.0000	\$953,748	\$969,034	(\$15,286)	\$1,832,417	\$987,999	\$987,999		
2019-20	\$1.7099	\$2.8894	\$3.9716	\$0.2273	\$0.1082	\$0.0000	\$953,748	\$969,769	(\$16,021)	\$1,832,417	\$971,977	\$971,977		
2020-21	\$1.7099	\$2.8894	\$3.9716	\$0.2273	\$0.1082	\$0.0000	\$953,748	\$963,175	(\$9,427)	\$1,832,417	\$962,550	\$962,550		
2021-22	\$1.7099	\$2.8894	\$3.9716	\$0.2273	\$0.1082	\$0.0000	\$953,748	\$964,350	(\$10,602)	\$1,832,417	\$951,947	\$951,947		
2022-23	\$1.7099	\$2.8894	\$3.9716	\$0.2273	\$0.1082	\$0.0000	\$953,748	\$967,897	(\$14,149)	\$1,832,417	\$937,798	\$937,798		
2023-24	\$1.7099	\$2.8894	\$3.9716	\$0.2273	\$0.1082	\$0.0000	\$953,748	\$963,725	(\$9,977)	\$1,832,417	\$927,821	\$927,821		
2024-25	NA	NA	NA	NA	NA	NA	NA	\$961,738	(\$961,738)	\$0	\$1,798,500	\$1,798,500		

CFD Fund Account Balances

As of June 30, 2017

Unrestricted	\$1,020,671
Restricted	\$1,832,471

As of March 1, 2018

Wells Fargo	\$2,248,192.58
Wells Fargo	\$11,427.59
LAIF	\$435,327.65
Total	\$2,694,947.82



Decision Points

1. **Shall the JPA issue additional bonds?**
2. **How shall the JPA use available, unrestricted fund balances?**
 - a. Authorize a distribution for allowable pay-as-you-go expenditures?
 - b. Dedicate it toward early retirement of 2008 Bond?
 - c. Use balances to lower the special tax rates in future years?
3. **Shall the JPA Board increase, decrease or continue the current CFD special tax rates for future years?**
4. **How shall JPA Board use future, surplus special tax revenue from growth in the CFD?**
 - a. Distribute to Districts for allowable pay-as-you-go expenditures?
 - b. Early retirement of 2008 Bond?
 - c. Lowering of the special tax rates in future years?

What are the financial, legal and political considerations with any option?

Questions / Discussion

Corey Reihl

Executive Director
CBD, Galt JUHSD

Tom Barentson

Treasurer
CBO, Galt JUESD

Marie Williams

Secretary to Board

Maria Garcia-Adarve

SCL Consulting Group

Blair Aas

SCL Consulting Group





OTHER REPORTS

OTHER REPORTS

1. **School Services May Revision Workshop**

Presenter: Tom Barentson, Business Director

The May Revision Workshop is Tuesday, May 22nd. The workshop will incorporate the results of revised revenue estimates, finalize the Local Control Funding Formula (LCFF) provisions for 2018-19, incorporate any revisions of our accountability system, and revise the out-year estimates for LCFF funding for multiyear projections.



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.887 Consent Calendar
Presenter: Karen Schauer	Action Item: XX Information Item:
<p>a. Approval of the Agenda</p> <p>b. Minutes: April 25, 2018 Regular Board Meeting</p> <p>c. Payment of Warrants: <u>Vendor Warrant Numbers:</u> 18398367-18398416, 18399043-18399047, 18399854-18399913, 18400863-18400934, 18402023-18402086 <u>Certificated/Classified Payrolls Dated:</u> 4/30/18, 5/10/18</p> <p>e. Personnel 1. Resignations/Retirement 2. Leave of Absence Requests 3. New Hires</p> <p>f. Donations</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, April 25, 2018
Galt City Hall Chambers
380 Civic Drive, Galt, CA 95632

Board Members Present

John Gordon
Grace Malson
Matthew Felix
Wesley Cagle
Kevin Papineau

Karen Schauer
Tom Barentson
Lois Yount
Gerardo Martinez
Judith Hayes

Administrators Present

Claudia Del Toro-Anguiano
Donna Mayo-Whitlock
Alison Calhoun
Stephanie Simonich
Jennifer Porter

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 and Kevin Papineau

Closed Session was called to order at 5:49pm by John Gordon to discuss the following items:

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

- B. Closed Session Adjourned** at 6:57pm. The open meeting was called to order at 7:04pm by John Gordon followed by the flag salute. He announced action taken in closed session to release one school psychologist upon a motion by Wesley Cagle, seconded by Grace Malson and unanimously carried.

C. Report

LCAP Goal 2 Report: NASA Partnership report was moved to this point in the meeting.

Karen Schauer reported that McCaffrey Middle School developed a partnership with NASA through a grant lead by Kathy Lucchesi, McCaffrey Middle School Math Teacher.

Kathy Lucchessi, reported that she teamed up with Dr. Norman Lewis, professor at Washington State University, using a grant from NASA to run a plant growth research lab that reflects what NASA is doing in space. The lab is run by some of Ms. Lucchessi's 7th grade students. The following students shared their science experiments: Dante Villalba, Christian Maldonado, Henry Herrejon, Tate Anzelone, Jolene Pruitt, Aracely Escalar, Evelin Vera Lopez, Gracie Forbes, Anthony Cuevas, Catlina Mejia Beas and Alexis Guzman Mares.

Ms. Lucchessi indicated that Dr. Lewis assisted in bringing Sunita Williams, NASA Astronaut to McCaffrey Middle School to share her experiences in space with students.

Ms. Lucchessi stated that her students have been invited to visit the Ames Research Center in Mountain View, CA.

LCAP Goal 2 Report: The Kentucky Valley Educational Cooperative (KVEC) Visitation Toward Collaboration Opportunities report was moved to this point in the meeting.

Karen Schauer introduced Dr. Jeff Hawkins, KVEC Executive Director and Dr. Dessie Bowling, KVEC Associate Director. Dr. Hawkins and Dr. Bowling shared observation insights from their visit. Their visit included classroom visits to observe NGSS-focus on personalized learning and innovation, SECC video production lab, makerspace classroom, strengths based learning, goal setting, extended learning opportunities and a visit to the Cosumnes River Preserve.

D. Public Comment

1. Kathy Loesh, Kim Lizama, Brian Meddings, Maria Cuevas, Pam Margiott, Maria West, Cindy McCown, Jamie Rammer, Amy Mangili, Heather Trovinger and Krysin Szyper addressed the Board regarding bargaining efforts.

E. Communications

1. Karen Schauer shared communications from Jessica L. Sawko, California Science Teachers Association (CSTA) Executive Director. Ms. Sawko thanked GJUESD for hosting a legislative visit to observe the CA Next Generation Science Standards (NGSS) being implemented in primary and elementary grades and Barbara Woods for providing assistance to arrange the visit.
2. Karen Schauer shared a communication from David W. Gordon, Sacramento County Office of Education (SCOE) Superintendent of Schools. Mr. Gordon congratulates River Oaks Elementary School being named a CA Distinguished School by the California State Board of Education.
3. Karen Schauer shared a communication from Tom Torlakson, California Department of Education State Superintendent of Public Instruction. Mr. Torlakson congratulates GJUESD being named a CA Exemplary District for 2018. This new Exemplary Districts Award celebrates the achievements of districts that have implemented model practices that have had a positive impact on student outcomes.
4. Karen Schauer shared a communication from Tom Torlakson, California Department of Education State Superintendent of Public Instruction. Mr. Torlakson congratulates River Oaks Elementary School being named a CA Distinguished School for 2018. The award reflects River Oaks 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 CA School Dashboard.

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. Karen Schauer reported on Central Valley Foundation (CVF) Visitation to Fairsite School Readiness Center. She indicated CVF has provided grant funding to strengthen instruction, supports and opportunities for Long Term English Learners (LTELs). On April 18th, a CVF program officer met with district leadership and observed exemplary pre-kindergarten services for children and families. CVF is considering pre-kindergarten support resources for selected districts. Current funding from the state brings the district to 2007/08 funding levels.

Dr. Schauer stated that pre-kindergarten services are showing improvements through strengthened levels of support and decreased special education rates.

Donna Mayo-Whitlock shared that their visit included visiting two full inclusion classrooms whereas students receiving special education services learn alongside students in general education classrooms.

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. Karen Schauer reported on Common Core State Standards (CCSS) Implementation Consortium Stakeholder Presentation: GJUESD Superintendent.

Dr. Schauer stated the Standards Implementation Consortium included stakeholders from across the state to describe progress and challenges in implementing CCSS.

She shared her reflections from the consortium:

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 while demonstrating as the "ideal" vision evolves 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!!

Dr. Schauer emphasized it was an honor to participate.

LCAP GOAL 3

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

1. Karen Schauer reported on Local Control Accountability Plan (LCAP) Key Refinement Areas (KRA's) to Advance LCAP Goals. She shared the seven KRA's from this school year have been adjusted to four. These strategic adjustments will guide resources alignment and LCAP focus for 2018-19. Dr. Schauer also shared upcoming meeting dates.

2. Donna Mayo-Whitlock reported on California Department of Education: 2016-17 Performance Indicator Review (PIR) Improvement Plan. She indicated the CA Department of Education, Special Education (SpEd) Division reviewed and accepted for implementation GJUESD PIR for students with disabilities in the area of mathematics. Ms. Mayo-Whitlock noted that on the Fall 2017 CA Dashboard for Students with Disabilities that the Status/Change for mathematics increased 7.4 points and improved from red to orange.

LCAP GOAL 4

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

1. John Durand, Service Learning Coordinator, reported on 2018 Canoemobile and Outdoor Education. He indicated this Cosumnes River Preserve partnership with the GJUESD brought over 600 students to paddle canoes and participate in environmental education activities at Cosumnes River Preserve. The Wilderness Inquiry's Canoemobile program brings handmade 24-foot canoes, safety and paddle equipment, and a crew of outdoor educators for this integrated classroom and outdoor education experience.
2. Tom Barentson provided a Facilities and Measure K Implementation Update. He reviewed priority projects and the Measure K Citizen's Bond Oversight Annual Report. The financial and performance audit for 2016-17 was reviewed and accepted by the committee with no findings.
3. Karen Schauer reported on GJUESD Schools Capacity and Enrollment Feedback. She shared the framework being used to collect feedback at recent District Advisory Committee (DAC) and District English Learner Advisory Committee (DELAC) meetings and future LCAP sessions. The framework included guiding elements and considerations.
4. Tom Barentson reported on Joint Powers Authority (JPA). He provided a history of the JPA and current matters being considered including issuing additional bonds. The next JPA meeting is May 7, 2018.

Other

1. Karen Schauer reported no complaints during the Williams Uniform Complaint Process (UCP) Quarter 3 report.

F. Recommended Actions

1. Routine Matters/New Business

171.877 A motion was made by Grace Malson to approve the consent calendar, seconded by Matthew Felix and unanimously carried.

**Consent
Calendar**

- a. Approval of the Agenda
- 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 A motion was made by Kevin Papineau to approve the recommendation regarding Student Matter #17/18-02 and 17/18-03, seconded by Matthew Felix and unanimously carried. MOTION
- 171.880 A motion was made by Grace Malson to approve the following 2018-19 Job Share request, seconded by John Gordon and unanimously carried. MOTION
- River Oaks Elementary, 2nd Grade, Ericka Taguines and Danielle Wildermuth
- 171.881 A motion was made by Matthew Felix to approve Measure K Bond Building Fund of GJUESD Audit Report Prepared by Christy White Associates, seconded by Wesley Cagle and unanimously carried. MOTION
- 171.882 A motion was made by Wesley Cagle to approve Resolution #14; Authorized Signatories for the GJUESD, seconded by John Gordon and unanimously carried. MOTION
- 171.883 A motion was made by Kevin Papineau to approve Agreement Between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding Workload Limits for Speech-Language Pathologists, seconded by Grace Malson and unanimously carried. MOTION
- 171.884 A motion was made by John Gordon to approve Resolution #15 Ordering The Layoff Of Classified Employees, seconded by Grace Malson and unanimously carried. MOTION
- 171.885 Tom Barentson reported that GJUESD received 3 bids for the purpose 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. MOTION

Robert Milligan, Maintenance Supervisor, reported all bidders were prequalified, attended the mandatory pre-conference and submitted independent bids on each of 3 projects under consideration. He indicated the decision was made to hire F&H Construction to manage all projects over the summer at Vernon E. Greer Elementary and Valley Oaks Elementary.

Mr. Rick Bir, Senior Project Manager, Derivi Castellanos Architects (DCA), addressed the Board. He indicated that DCA recommends, after reviewing the Bids, the District award all (3) three projects to a singular Lease- Lease Back (LLB) entity to F&H Construction. DCA will oversee the projects.

Wesley Cagle stated that F&H Construction sponsors his son's baseball team. He will abstain from voting on the motion.

John Gordon stated that a general concern with contractors is change orders. He stated his assumption that a LLB would temper that concern.

Mr. Bir stated that an LLB creates relationships with contractors that help to avoid controversial change orders.

Tom Barentson stated that the next step in the process is to approve a LLB contract for each school.

A motion was made by Kevin Papineau to approve Lease-Leaseback Pre-Construction Services Agreement with F&H Construction: Valley Oak Elementary School, seconded by John Gordon. The motion carried by a vote of 4 Ayes by John Gordon, Grace Malson, Matthew Felix and Kevin Papineau. Wesley Cagle abstained.

171.886 A motion was made by Grace Malson to approve Lease-Leaseback Pre-Construction Services Agreement with F&H Construction: Vernon E. Greer Elementary School, seconded by Kevin Papineau. The motion carried by a vote of 4 Ayes by John Gordon, Grace Malson, Matthew Felix and Kevin Papineau. Wesley Cagle abstained.

MOTION

G. Pending Agenda Items

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

H. Adjournment

The meeting adjourned at 9:10pm

Matthew Felix, Clerk

Date



CONSENT CALENDAR Human Resources

Recommend approval of the following:

Resignations/Retirements

Name	Position	Effective Date	Site
Dawley, Krista	Teacher	6/8/2018	River Oaks
Fiorio-Gamble, Colette	Instructional Asst.	6/1/2018	Marengo Ranch
Elsa Gamez	Instructional Asst.	5/2/2018	McCaffrey Middle
Moules, Rebekah	Instructional Asst.	6/1/2018	Fairsite
Paredes, Yvette	Psychologist	7/1/2018	District
Rios, Oleta (Retirement)	Bus Driver	6/8/2018	Transportation
Sporleder, Tricia	Yard Supervisor	4/27/2018	Valley Oaks
Teixeira, Nancy	Food Service Worker	4/30/2018	Greer

Leave of Absence Requests

Name	Position	Effective Date	Site
Amrine, Kristin	Instructional Asst.	8/15/18 – 12/31/18	McCaffrey Middle
Vasquez, Crystal	Yard Supervisor	5/2/18 – 5/21/18	Lake Canyon

New Hires

Name	Position	Site
Aceves, Sarah	Teacher	River Oaks
Ayala, Guadalupe	Teacher	River Oaks
Chaplin, Danielle	Yard Supervisor	Marengo Ranch
Cruz, Felipe	Teacher	River Oaks
Esparza, Lisa	Classified Substitute	NA
Evans, Bryan	Custodian (transfer)	Fairsite
Evans, Diana	Instructional Assistant	Lake Canyon
Garcia, Irma	District Office Clerk II	District Office
Gutierrez, Stephanie	Program Specialist	District Office
Iniguez, Gloria	Food Service	McCaffrey Middle
Kluender, Karen	Food Service	Valley Oaks
Myers, David	Custodian (transfer)	Marengo Ranch

Human Resources

Page 2

Phillips, Chelsea	Classified Sub	N/A
Pollan, Heather	Food Service	McCaffrey Middle
Reyes, Domonique	Yard Supervisor	River Oaks
Russell, Michelle	Special Education Instructional Assistant	River Oaks
Saenz, Pricilia	SubstituteTeacher	NA
Sanchez, Patrice	SubstituteTeacher/Classified	NA
Sommer, Brittney	Teacher	River Oaks
Valencia, Alejandra	School Secretary II (transfer)	Lake Canyon
Woods, Marjorie	Food Service Worker	Greer



CONSENT CALENDAR DONATIONS

River Oaks

- Margo Aguirre donated \$300.00 through the PG&E YourCause program to Mrs. Dawley's class
- Gaspar Castro donated \$280.00 through the PG&E YourCause program for site use

Lake Canyon

- Walmart Community Grant of \$1000.00 awarded to Marlene Pacheco's class for Implementation of Innovative Special Project

GJUESD

- Don Nottoli, Sacramento County Supervisor, donated Sacramento River Cats tickets

GALEP

- Jennifer Collier donated a youth western saddle and additional tack supplies



Galt Joint Union Elementary School District

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Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.888 Consent Calendar (continued)- Items Removed For Later Consideration
Presenter: Karen Schauer	Action Item: XX Information Item:
<p>The Board will have the opportunity to address any items that are moved from the consent calendar.</p>	



Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.889 Board Consideration of Approval of Consulting Agreement Between GJUESD and Burnham Benefits Insurance Services Broker for Strategic Benefit Planning, Design, Funding, Administration, and Communication with Respect to its Employee Benefit Programs
Presenter: Tom Barentson	Action Item: XX Information Item:

The District Insurance Committee, composed of District, CSEA, and GEFA leadership recommended that in 2017-18 we develop and submit a Request for Proposal(RFP) regarding Health and Welfare Benefit Consulting Services provided to our District. We received six Responses to the RFP and selected four companies to be interviewed by a panel consisting of GEFA, CSEA, and District staff. Through this process the panel selected Burnham Benefit Insurance Services to provide the consulting services needed.

Staff is pleased to recommend the approval of Burnham Benefits Insurance Services as our new Insurance Broker, effective July 1, 2018.

Fiscal impact: None

Consulting Agreement

This Consulting Agreement, hereinafter referred to as "Agreement" is between Galt Joint Union Elementary School District, hereinafter referred to as "Client" and Burnham Benefits Insurance Services, hereinafter referred to as "Consultant."

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit programs;

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Consultant

A. Consulting and brokerage services for the following benefit programs:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Accidental Death and Dismemberment Insurance
- Health Care Flexible Spending Account
- Dependent Care Flexible Spending Account
- Short-Term Disability
- Long-Term Disability
- Supplemental Life Insurance
- Retiree Medical Insurance
- Voluntary/Worksite Benefits

B. **Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

C. **Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.

D. **Administration.** Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.

E. **Funding.** Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; and monitor program costs against expectations.

F. **Communication.** Consultant will assist in drafting employee communications including benefit summaries, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

- G. ACA consulting services**, including the following:
- ACA readiness analysis & financial modeling, including:
 - ACA compliance & applicability
 - Actuarial Value Assessment
 - Affordability Report
 - Full-time Employee Analysis and Variable Hour Tracking Assessment
 - Cadillac Tax Projection
 - ACA Reporting Assessment & Preparation
 - ACA Compliance Audit
 - Summary of Compliance Recommendations
 - Webinars, Educational Meetings, and Presentations
- H. Other Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including topics such as ACA, COBRA, HIPAA, and Section 125.
- I. Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
- a) Consultant shall meet with Client on an as needed basis to review all activities performed by Consultant during the prior period. The meetings will include discussion of business concerns, including presentations of options and recommendations.
 - b) Consultant shall meet with Client semi-annually to review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
 - c) Consultant shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Consultant's fees for the next twelve month period.
- J. Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- K. Benefits Administration.** Consultant will provide Client with access to Ease Central for benefit administration purposes. This support includes populating the initial data, ongoing updates and open enrollment. The contract also includes electronic file fees to the Medical, Dental and Vision carriers for enrollment/disenrollment purposes.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping.** Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

A. Term. This initial term of this Agreement shall be three years, commencing on July 1, 2018 and ending June 30, 2021 (“Initial Term”). Thereafter, this Agreement will automatically renew for successive one-year terms until terminated as described below.

B. Termination. This Agreement may be terminated by either party only as follows:

- a) Effective upon ninety (90) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provided such breach (if able to be cured) is not cured within thirty (30) days after the notice is received;
- b) By mutual written agreement of the parties.

4. Cost of Services

Consultant professional fees are to be paid through the current employee benefits vendors (medical, dental, vision, etc.) providing services to Client. Client agrees to total compensation as outlined in Exhibit 1, attached hereto and incorporated by reference. Any shortfall of total commissions will be made whole by the client with 45 days of the contract anniversary. Conversely, any over collection of commissions by Consultant will be returned to Client with 45 days of the close of the contract period.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual written agreement between Consultant and Client. Such programs and services may include, but not be limited to, special employee surveys, employee communication materials, and additional voluntary benefit programs (beyond those already in place as of the start of this contract).

5. Personnel

Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

Tina Koenig, Vice President
Sara Corp, Senior Account Manager

6. Client's Responsibilities

Client agrees to provide Consultant with the necessary data and records that Consultant requires in order to perform the services Consultant agrees to perform under the terms of this Agreement. Such data and records include, but are not limited to, written plan materials, contracts, policies, notices, enrollment data, disenrollment data, and census data. The data and records will be provided as of the Effective Date and will be updated promptly and timely as necessary throughout the term of this Agreement. Consultant's ability to provide Client with the services provided for in this Agreement is conditioned upon Consultant's receipt of accurate and timely information from Client. Consultant will not independently verify or authenticate information provided by or on behalf of Client. Client shall be solely responsible for the accuracy and completeness of such information and other documentation furnished to Consultant.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement.

7. Records and Protected Health Information

All sensitive information is agreed to be handled in a manner consistent with State of California and Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") guidelines. Furthermore, Consultant understands and agrees to limit its use and disclosure of protected health information, as such term is defined under HIPAA, and a separate Business Associate Agreement will be executed to this end to the extent applicable.

8. Independent Contractor

It is understood and agreed that Consultant is engaged by Client to perform services under this Agreement as an independent contractor. Consultant shall use reasonable efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

9. Fiduciary Responsibility

Client acknowledges that:

- A. Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans;
- B. Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and
- C. Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Consultant is solely an insurance broker and consultant, and has no discretionary control over plan assets; thus, in the event Client's employee welfare benefit plan or plans are deemed to be governed by the Employee Retirement Income Security Act of 1974 ("ERISA"), Client, and not Consultant, shall be and is the ERISA fiduciary for the plan or plans.

10. Legal Compliance

Consultant is not licensed to practice law and the services provided under the terms of this Agreement are not intended as a substitute for legal advice. Client, and not Consultant, shall be solely responsible for complying with, and consulting with legal counsel with respect to, its legal obligations under the terms of this Agreement, as well as Client's compliance obligations under federal and state insurance, employee benefits, privacy, and labor laws and regulations (including, but not limited to, HIPAA, COBRA, and the Internal Revenue Code). Client is also solely responsible for determining, and consulting with legal counsel with respect to, the legal sufficiency of written documents relating to Client's employee welfare benefit plans, including but not limited to plan documents, summary plan descriptions, insurance policies and contracts, notices, and communications materials, including those that may be provided by Consultant. The responsibilities of Client include, but are not limited to, meeting its reporting and disclosure obligations, conducting any discrimination testing that may be required under the Internal Revenue Code for its plans, and complying with federal and state privacy laws (including HIPAA). Client should consult legal counsel before entering into any insurance policies, contracts, or vendor arrangements.

Consultant shall maintain in effect all licenses it is required by California law to maintain in order to perform its obligations under this Agreement.

11. Confidentiality

Each party (in such capacity, "Recipient") will not access or use Confidential Information of the other (in such capacity, "Discloser") for any purpose other than performance of its obligations or receipt of benefits hereunder and shall maintain such information in the strictest confidence. Recipient may disclose the Discloser's Confidential Information to Recipient's employees, attorneys, advisors, and contractors who have a legitimate "need to know", provided that Recipient ensures that all such entities and persons are obligated to and do comply with confidentiality obligations consistent with (and no less restrictive than) this Section 11. The term "Confidential Information" means the provisions of this Agreement (which shall be the Confidential Information of both parties, subject to the following sentence), and any and all information, written or oral, provided or made available by or on behalf of one party or its affiliates, contractors, or vendors to the other party or its affiliates, contractors, or vendors in

connection with this Agreement or the parties' relationship hereunder, whether or not designated as confidential. Consultant may disclose an accurate summary of the relationship formed hereunder, provided that Consultant does not reveal any associated pricing information, or other relationship details not included in prior disclosures that Client has previously and expressly designated as being excluded from this disclosure right. Information of a third party to whom a party owes a duty of confidentiality will be treated as Confidential Information of that party if it meets the description above. However, (a) Confidential Information does not include information that: was or is publicly available other than as a result of breach of this Agreement by Recipient; was or is lawfully received by the Recipient free of any obligation of confidentiality, or is independently developed by or on behalf of the Recipient without the use of the Discloser's Confidential Information; and (b) Recipient may disclose the Discloser's Confidential Information to the extent such disclosure is necessary in connection with the enforcement of this Agreement; or necessary to comply with any legal or regulatory requirements, provided that the Recipient gives the Discloser prompt notice of the compelled disclosure and cooperates with the Discloser in seeking a protective order or any other protections available to limit the disclosure of the Discloser's Confidential Information.

12. Insurance

During the term of this Agreement, Consultant shall procure and maintain for itself and its employees all insurance coverage as required by federal or state law.

13. Limitation of Liability

Consultant shall not be liable for any lost profits or for any indirect, incidental, consequential, punitive or other special damages suffered by Client arising out of or related to this Agreement, even if advised of the possibility of such damages.

14. Indemnity

- A. To the fullest extent permitted by law, Consultant and Client agree to save, indemnify, defend and hold harmless each other, including the directors, officers, employees or agents of Consultant and Client from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of the percentage of fault and or liability by agreement between the Consultant and Client or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this Agreement for the percentage of liability determined.
- B. Nothing to the contrary withstanding, any limitation on liability and/or remedies set forth herein does not apply in the event that the services performed under the Agreement results in injury or death to persons or damage to tangible property.

15. Disputes / Arbitration

In the event of a dispute between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, or the Limitation of Liability and Indemnity provisions of this Agreement (the "Dispute"), and if the Dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration. Any such mediation shall be completed within sixty (60) days of the time notice of a Dispute is given by one party, unless the parties agree to extend the time limits.

If mediation does not resolve the Dispute, the parties shall arbitrate the Dispute. The arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (except as modified herein), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof within the State of California. Arbitration shall take place in the State of California, County of Sacramento. The arbitrator shall provide a decision in writing stating his/her reason and rationale for the decision. Prior to the arbitration, the parties shall have the right to demand from one another the disclosure of relevant and discoverable documents, as well as a list of witnesses the other party intends to call at the arbitration, and a summary of the issues to be raised, which information shall be provided two (2) weeks in advance of the arbitration date. Arbitration shall be the parties' exclusive remedy.

16. Miscellaneous

This Agreement, together with all Exhibits, constitutes the entire agreement between the parties, and any other warranties or agreements are hereby superseded. No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by an appropriate officer or duly authorized employee of each party to the Agreement.

If any provision set forth in the Agreement is invalid or unenforceable under any law, the validity of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law. The modified provision shall be enforceable and enforced, provided it does not impose on any party obligations or benefits that are materially greater than those provided under the original provision.

Under no circumstances shall failure by either party to insist upon compliance with any provision of this Agreement, or either party's delay or failure to exercise of any right or remedy under this Agreement, operate to waive or modify any such provision, right or remedy or render it unenforceable as to any other time or occurrence.

Neither party may assign all or a portion of its rights or duties hereunder without the prior written consent of the other party.

In the event of any litigation or arbitration between the parties arising out of, respecting, caused by, concerning, or relating to this Agreement, or the breach thereof, or the relationship or activities of the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Any notice, demand, or request given in accordance with this Agreement shall be given by personal delivery; by messenger delivery; by facsimile transmission; by placing said notice in the

United States mail, registered or first-class, postage prepaid; or by sending such notice via an overnight courier service. Notice shall be deemed given when delivered to a party (personally, by messenger, or by an overnight courier service); when the facsimile transmission occurs; or two days after the date the notice is deposited in the United States mail, postage prepaid.

Notice shall be given to Consultant as follows:

2211 Michelson Drive, Suite 1200
Irvine, CA 92612
Attn: Kris Allison, President & CEO

Notice shall be given to Client as follows:

1018 C Street, Suite 210
Galt, California 95632

Each party to this Agreement has had the opportunity to consult with counsel of its choice as to the form and content of this Agreement and the advisability of executing it. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in any interpretation of this Agreement.

This Agreement shall inure to the benefit of the respective successor and permitted assigns of each party, and shall be binding upon the successors and permitted assigns of each party.

Neither party will be responsible for any delay or failure in the performance of its duties caused by forces or events beyond its reasonable control.

Nothing in this Agreement is intended to confer upon any other party any rights or remedies hereunder, and no third party may claim to be a beneficiary of this Agreement.

The validity and interpretation of the provisions of this Agreement will be governed by the laws of California without regard to any provisions governing conflict of laws, and both parties agree that, subject to the provision entitled "Disputes/Arbitration," the exclusive jurisdiction and the proper venue for any action brought hereunder will be the court of California or the federal courts in California.

Galt Joint Union Elementary School District

_____	_____
<i>Signature</i>	<i>Date</i>

<i>Title</i>	

Burnham Benefits Insurance Services

_____	_____
<i>Signature</i>	<i>Date</i>

<i>Title</i>	

Exhibit 1
Full Service Consulting & Fees

Service Description	Fee or Commissions
<p>Benefits Consulting, Development & Cost Management</p> <ul style="list-style-type: none"> • Strategic plan development & management ▪ Renewal evaluation, marketing & negotiations ▪ Cost analysis, market study & carrier trend analysis ▪ Comprehensive plan design evaluation ▪ Network comparisons and utilization ▪ Benchmarking data research and reports ▪ Targeted consumerism assessment (HSA, FSA, HRA, CDHP, etc.) 	<p>Full-Services Consulting Contract: \$50,000 Annual</p>
<p>Underwriting and Analytics</p> <ul style="list-style-type: none"> ▪ In-House Industry Underwriters ▪ Budgeting & contribution modeling ▪ Self-funding feasibility analysis ▪ Claims analysis - self funded & fully insured (based on carrier availability) 	<p>Included in above commissions</p>
<p>Affordable Care Act Compliance</p> <ul style="list-style-type: none"> ▪ ACA readiness analysis & financial modeling, including: <ul style="list-style-type: none"> - ACA compliance & applicability - Actuarial Value Assessment - Affordability Report - Full-time Employee Analysis and Variable Hour Tracking Assessment - Cadillac Tax Projection ▪ ACA Reporting Assessment & Preparation ▪ ACA Compliance Audit ▪ Summary of Compliance Recommendations ▪ Webinars, Educational Meetings, and Presentations 	<p>Included in above commissions</p>
<p>Other Compliance Services (State and Federal)</p> <ul style="list-style-type: none"> ▪ In-House Attorney, Compliance Department ▪ ACA, COBRA, HIPAA, State & Federal Legislative Updates ▪ Contract review & notice disclosures 	<p>Included in above commissions</p>
<p>Communications</p> <ul style="list-style-type: none"> ▪ In-House Marketing & Communications Design Team ▪ Onboarding - EE & open enrollment meetings - face-to-face / webinars ▪ Custom benefit enrollment brochures ▪ Employee surveys ▪ Total compensation statements, Hidden Paychecks ▪ Market ready collateral (ACA, wellness, financial tips, etc.) 	<p>Included in above commissions</p>
<p>Innovation & Technology</p> <ul style="list-style-type: none"> ▪ In-House or Independent review of technology solutions ▪ EDI & systems management and integration ▪ Benefits Administration through Ease Central with file feeds to 3 medical carriers, 1 dental carrier and 1 vision carrier. 	<p>Included in above commissions</p>
<p>Health & Well-Being</p> <ul style="list-style-type: none"> ▪ In-House Wellness Consultant ▪ Wellness initiatives and ongoing support, active participation on committee ▪ Health fairs and flu shots support 	<p>Included in above commissions</p>
<p>Value Added Services Included</p> <ul style="list-style-type: none"> ▪ Benefits Hotline / Call Center, Multilingual Staff ▪ Eligibility, claim, billing and access to care resolution ▪ HR Consulting, Hotline and Unlimited Online Training 	<p>Included in above commissions</p>

Note that above fees do not include third party actuarial services to the extent Client utilizes them. In addition, the above compensation does not contemplate any special projects that would be billed separately (e.g., printing of communication materials).



Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.890 Board Consideration of Approval to Pre-Purchase HVAC Equipment for Valley Oaks Elementary Modernization Projects
Presenter: Tom Barentson	Action Item: XX Information Item:

Staff requests the pre-purchase of HVAC equipment prior to the award of the Lease-Leaseback (LLB) Building Contract to meet construction time lines set for the Valley Oaks Elementary School project this summer. As discussed previously and by the utilization of the Pre-Construction LLB awarded to F&H Construction, we are requesting the approval of the Pre-Purchase of the HVAC equipment needed for this project.

Board approval is recommended.

Fiscal Impact: HVAC equipment cost estimated to be \$99,000 (Measure K funds)



TRANE

Proposal

(Valid for 30 days from Proposal date)

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED
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Prepared For:
Galt USD
Job Name:
Galt USD Valley Oaks HVAC Upgrade

Date: May 11, 2018
Proposal Number: X2-76370-1
Engineer: Lp Consulting Engineers

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval. Selections based on mechanical schedule page M0.02 dated 1/22/18. Pricing subject to change upon receipt of additional information.

Tag Data - 3-10Ton R-410 Packaged Heat Pump (Qty: 5)

Item	Tag(s)	Qty	Description	Model Number
A1	HP-E1, E2, E3, E4, E5	5	4 Ton R-410 Packaged Heat Pump	WHC048H3RBA

DX cooling, High efficiency, Downflow
 208-230/60/3
 6 kW@240,480,600 derate to unit voltage
 Standard panels/2 inch pleated filters
 Hail guard
1st Year Parts & Labor Warranty
 T24 Economizer w/ Modulating Power Exhaust (Fld)
 14" Flat Structurally Calculated Roof Curb w/ Seismic Clips (Fld)

Tag Data - Split System Air Conditioning Units (Small) (Qty: 12)

Item	Tag(s)	Qty	Description	Model Number
B1	CU/CC/F-C3, CU/CC/F-C4	2	4 Ton Unitary Split Systems	4TTR7048A1 - S9V2C100U5PSB - 4TXCC009DS3HC
B2	CU/CC/F-A1 to A6 CU/CC/F-C1, C2, C5, C6	10	5 Ton Unitary Split Systems	4TTR7060A1 - S9V2C100U5PSB - 4TXCC009DS3HC

Split System Cooling Outdoor Unit - 200 - 230 Volt 1 Phase 60 Hertz
 Furnace 3-Way (upflow, Horiz Right, Horiz Left)
 Coil - Cased upflow/dnflow/horiz left
 Evaporator defrost control (Fld)
 Crankcase heater kit (Fld)
 Concentric vent kit (Fld)
1st Year Parts & Labor Warranty

Exclusions on all units:

- Quote is valid for 30 days unless stated otherwise
- Disconnects or Circuit Breakers
- Economizers – UNLESS NOTED
- **Refrigerant line sets**
- External Vibration Isolation, Curb Hold Down Clips, Insulation on curbs, Pitched Roof Curb
- BACnet Comm
- Programmable Thermostats, CO² Sensor, Smoke Detectors
- Assembly and/or Installation of Accessories for HVAC Equipment (i.e., economizers, power exhaust units, enthalpy controls, etc.) unless specifically listed above
- Start Up, Extended Parts warranty, Owner Training

Total Net Price (Excluding Sales Tax)\$99,790.00

CG - Trane U.S. Inc. dba Trane

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane Canada ULC for sales in Canada and Trane U.S. Inc. for sales in the United States.

1. **Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
2. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
3. **Pricing and Taxes.** Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
4. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
5. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
6. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
7. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**
8. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

9. **Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.
10. **Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).
11. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.
12. **Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.
13. **Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.
14. **Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.
15. **Invoicing and Payment.** Equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.
16. **Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.
17. **Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.
18. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is

shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0614)
Supersedes 1-26.130-4(0214)



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.891 Board Consideration of Approval of Agreement Between GJUESD and Wagner Mechanical, Inc. for River Oaks Elementary School Pump Replacement
Presenter: Tom Barentson	Action Item: XX Information Item:

Staff is recommending that Wagner Mechanical, Inc.(Wagner Mechanical), be awarded the Pump Replacement Project, at River Oaks Elementary School. We utilized a competitive bidding process and Wagner Mechanical was responsive and met the requirements of the Bid.

PBK Architects and GJUESD staff reviewed the bid and we recommend that the District enter into a separate formal Agreement, with Wagner Mechanical, Inc. for the sum of Fifty Nine Thousand, Seven Hundred and Eight Dollars and zero cents (\$59,708.00).

Wagner Mechanical has worked successfully as a prime contractor and mechanical sub-contractor with several school districts in the Central Valley area.

Staff recommends approval.

Financial Impact: \$59,708.00

Section 4

Agreement

For

Galt Joint Union Elementary School District

For The

RIVER OAKS ELEMENTARY SCHOOL
PUMP REPLACEMENT
905 Vintage Oak Avenue, Galt, CA 95632

Robert Milligan
Maintenance & Operations Supervisor
Galt Joint Union Elementary School District

AGREEMENT

THIS AGREEMENT is made this 25th day of April in the County of Sacramento, State of California, by and between the **Galt Joint Union Elementary School District** (the "District") and Wagner Mechanical, Inc. (the "Contractor"). The District and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. District is contracting for **River Oaks Elementary School – Pump Replacement**. ("Project").
- B. Contractor has been selected as the lowest responsible and responsive bidder for the Project.
- C. District desires that the Contractor complete the Project in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

River Oaks Elementary School – Pump Replacement.

in strict compliance with the Contract Documents as specified in Article 4 below, which shall be free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project.

ARTICLE 2 - TIME FOR COMPLETION. The Contractor shall mobilize and commence work on the Project on or before **April 30, 2018 and complete all work for 100% completion of the Project by September 2, 2018.** Time is of the essence for this Contract and the Contractor shall complete the Project within the period specified and in accordance with the schedule for the Project developed by the District and the Construction Manager, if applicable. Any additional projects will be coordinated between the District and Contractor. In entering into this Agreement, Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the Project.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, **Fifty-Nine Thousand, Seven-Hundred and Eight (\$59,708.00)** as determined on a per project basis by issuance of Purchase Order(s) against the Contract. Payment and performance bonds are to be issued each in the amount of one hundred percent (100%) of the total amount payment under the Contract. Contractor shall adjust the payment and performance bonds if outstanding work exceeds the original amount of the bonds.

The Contract Price is subject to increases or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids
- Information for Bidders
- Bid Form and Proposal, as accepted
- Bid Bond
- Designated Subcontractors List
- Non-Collusion Affidavit
- Project Warranty Agreement
- Workers' Compensation Certification
- Affirmative Action Program
- Performance Bond
- Payment Bond
- Contractor Fingerprinting Certification
- Asbestos-Free Materials Certification
- Drug-Free Workplace Certification
- Bidder's Acknowledgement of Project Schedule
- Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- General Conditions
- Special Conditions
- Drawings and Specifications
- Addenda Nos 01, 02 as issued

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Agreement shall supersede any prior agreement of the Parties.

ARTICLE 5 – CONTRACTOR'S LICENSE. The Contractor must possess throughout the Project the legally-required contractor's license classification for this Project, issued by the State of California, which must be current and in good standing.

ARTICLE 6 – ENTIRE AGREEMENT. The Contract, which consists of all of the documents listed in Article 4 above, constitutes the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE 7 – EXECUTION OF OTHER DOCUMENTS. The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE 8 – EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE 9 – BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

ARTICLE 10 – SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.

ARTICLE 11 – AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the District’s Board of Trustees.

ARTICLE 12 – ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the District.

ARTICLE 13 – WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE 14 – PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 15 – AUTHORITY TO EXECUTE. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[Remainder of Page Intentionally Left Blank]

PBK Architects
Project No. 17286

River Oaks Elementary School Pump Replacement
Galt Joint Union Elementary School District

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

CONTRACTOR:

DISTRICT:

Galt Joint Union Elementary School District

License No. _____

By _____

By _____

Title _____

Title _____

Governing Board Date _____

(Corporate Seal)

Agenda Item No. _____

[END OF DOCUMENT]

DSA Application #: N/A

Section 10

Certifications

For

Galt Joint Union Elementary School District

For The

RIVER OAKS ELEMENTARY SCHOOL
PUMP REPLACEMENT
905 Vintage Oak Avenue, Galt, CA 95632

Robert Milligan
Maintenance & Operations Supervisor
Galt Joint Union Elementary School District

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Name

Title

Company

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT** (hereinafter referred to as the "District" and **Wagner Mechanical, Inc.** (hereinafter referred to as the "Contractor") for the **River Oaks Elementary School – Pump Replacement** (hereinafter referred to as the "Project." This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency under California law and requires all contractors on public works projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision A, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and

- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this 25th day of April 2018 at Galt Joint Union Elementary School District Offices

Wagner Mechanical, Inc.
Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

Subscribed and sworn before me
this ____ day of _____, 20__

Notary Public in and for
the State of California

(Seal)

My Commission Expires: _____

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the **River Oaks Elementary School – Pump Replacement** (the "Project"), and submitted it to the **Galt Joint Union Elementary School District** (the "District" on behalf of Wagner Mechanical, Inc. (the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this 25th day of April 2018 at Galt Joint Union Elementary School District Offices

Wagner Mechanical, Inc.
Name of Contractor (Print or Type)

By: _____
Signature

Print Name

Title

Subscribed and sworn before me

this ____ day of _____, 20__

Notary Public in and for
the State of California

(Seal)

My Commission Expires: _____

CONTRACTOR FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the Galt Joint Union Elementary School District ("District") as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with _____ pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE

The undersigned acknowledges that he/she has carefully and thoroughly reviewed the Project Schedule, included herein and made a part of the Contract Documents.

The undersigned fully understands the manpower requirements necessary to complete the project in accordance with the Project Schedule and agrees to furnish all labor, materials and equipment necessary, upon District acceptance of bidder's proposal, to fully comply with this schedule. The undersigned agrees to comply with any and all adjustments to the schedule, as may be directed by the District or its representative, and which may be required to ensure project completion as stipulated in the Contract Documents.

The undersigned acknowledges that failure to comply with the above could result in delays to other contractors, whose bona fide and substantiated cost impacts due to said delays may be borne by the undersigned.

ACKNOWLEDGED AND AGREED:

DATE: _____

CONTRACTOR

BY: _____
Signature

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither _____ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____ day of _____, 20____ for the purposes of submission of this bid.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the _____ day of _____, 20____, for the purposes of award of this contract.

(Corporate Seal)

By _____
Signature

Typed or Printed Name

Title

Date



Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.892 Board Consideration of Approval of Personalized Learning Plan (PLP) Secretary Job Description
Presenter: Tom Barentson Donna Mayo-Whitlock	Action Item: XX Information Item:

The District and CSEA leadership have worked to revise current job descriptions and establish new ones as the needs of our students and their education change due to innovation and better strategies to help all students succeed. Teachers, Administrators, and Support staff are very important for this mission.

Our PLP Secretary position grew out of the need to support our Personalized Learning Plans as well as other opportunities for students. While the position grew from the School Secretary position, CSEA leadership and Staff recommended that we make the appropriate changes to define this position.

Staff working with CSEA this year helped to create this position that more formally recognizes what a PLP Secretary does.

Staff recommends approval.

GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT

JOB TITLE: PLP Secretary

DESCRIPTION: To assist in the administration of school site(s) by performing a variety of complex and responsible personalized learning secretarial functions and to coordinate the work flow and activities processed principally directed towards high needs learners. To be a resource to the school site staff regarding general and specific information on procedures and activities of personalized learning for learners.

SUPERVISOR: Principal or Designee

TYPICAL DUTIES:

1. Performs the following duties for Personalized Learning Plans (PLP's): input data into student information system and print Personalized Learning Plans.
2. Provides the following for academic conferences: learner tracking cards, prepares reports, attends the conferences to take notes.
3. Provides data and demographic reports for administrators and staff.
4. Provides the following for MTSS meetings: Schedules meeting, prepares reports for the meeting, attends to take notes, files paperwork in cums.
5. Prepares the following for SST meetings: mailing SST questionnaires to parents, schedules SST meeting (creating Google invite for all participants), mails follow-up form, and files paperwork in cums.
6. Collaborates with district office to obtain codes for Strengths Explorer Assessment for 4th graders (at the beginning of the year) and new to the district (4-8 grade) students. Shares codes with teachers, runs Strength Explorer reports for teachers.
7. Photocopies various curriculum assessments per curriculum office direction.
8. Provides Parent Portal letters and supports parents to connect to Illuminate Home Connection.
9. Creates Clever badges for TK-2 learners and creates Google log-in cards for 3rd – 8th grade learners as needed to access instructional technology.
10. Updates various instructional technology programs with student information as needed.
11. Administers/proctors testing as needed.
12. Performs other clerical duties as assigned from supervisor.

EMPLOYMENT STANDARDS:

Knowledge of:

- Public school clerical operations and functions.
- Proper office methods and practices including filing systems, receptionist and telephone techniques, letter and report writing.
- Correct English usage, spelling, grammar, and punctuation.
- Proper financial record keeping methods and practices.

Ability to:

- Analyze situations and take appropriate action in a variety of procedural matters without immediate supervision.

- Perform arithmetical calculations with speed and accuracy.
- Learn and use designated computer software programs related to word processing and other appropriate programs as assigned.
- Understand and successfully apply a variety of complex directions to specific situations.
- Obtain and maintain a valid First Aid Certificate.
- Type accurately at a rate required for successful job performance.
- Take and transcribe dictation with speed and accuracy using shorthand and/or transcription equipment as designated by principal.
- Communicate effectively and tactfully in both oral and written forms.
- Establish and maintain a variety of record keeping, reference, and data collections system.
- Prioritize and coordinate work flow and timeliness for self and others.
- Operate a variety of office equipment such as calculator, transcriber, copy machine, computer terminal, and printer with speed and accuracy.
- Establish and maintain effective work relationships with those contacted in the performance of required duties.

EDUCATION & EXPERIENCE:

- High school diploma or equivalent;
- Prior job related secretarial/clerical experience with increasing levels of responsibility;
- Valid California Driver's License and evidence of insurance;
- TB test clearance;
- Criminal Justice fingerprint clearance.
- Ability to read and speak a second language is desirable.

MEDICAL CATEGORY I:

Light Physical Effort

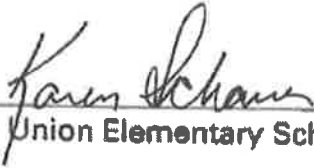
1. Normally located in a work environment with light physical qualifications and requirements.
2. Ability to lift 25 lbs. maximum or carry any object weighing up to 15 lbs.



CSEA Labor Relations Representative



CSEA Chapter #362 President



Galt Joint Union Elementary School 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

Meeting Date: 5/23/18	Agenda Item: 171.893 Board Consideration of Approval of District Office Clerk 1 Job Description
Presenter: Tom Barentson Donna Mayo-Whitlock	Action Item: XX Information Item:

The District and CSEA Leadership have worked to revise the District Clerk 1 job description to better fit the needs and systems knowledge requirements to meet we now have at GJUESD. Establishing the position of District Clerk 1 gives staff and community members the opportunity to grow with our School District as our community grows around us.

Staff recommends the approval of this item.

GALT JOINT UNION SCHOOL DISTRICT

JOB TITLE: District Office Clerk I

DESCRIPTION OF BASIC RESPONSIBILITIES

To perform a variety of operational support functions for the District.

SUPERVISOR: Department Director of Designee

TYPICAL DUTIES

1. Performs varied and responsible clerical duties to assist in responsive department services.
2. Produces and maintains department calendar, Professional Development Opportunities, performance information, and online surveys.
3. Produces correspondence, policies, memos, forms, and other documents from dictation notes, rough drafts, or verbal instructions as directed by supervisor.
4. Assists in grant proposal development through research gathering and document preparation.
5. Enters information and maintains District and/or Department databases as needed by department.
6. Supports preparation of orders for on-going department supply needs.
7. Makes arrangements necessary for attendance at professional meetings and conferences, including transportation and hotel reservations, expense requisitions and other required documentation as necessary.
8. Assists in schedule arrangements and appointments, notifies participants, confirms dates and times and prepares needed materials based on department needs.
9. Prepares information needed for reports, data, and records for supervisor to submit to appropriate agency or governmental office as required.
10. Establishes and maintains a variety of records, logs, and filing systems pertaining to department area(s) of responsibility.
11. Attends meetings, workshops, and other functions as required.
12. Receives, date stamps, and distributes department mail.
13. Other duties similar in scope and function.

EMPLOYMENT STANDARDS:

Knowledge of:

- Modern office methods, techniques, and procedures including filing systems, business correspondence writing and telephone techniques;
- Mathematical skills to prepare a variety of reports.
- A variety of computer software programs including word processing, data base, and desktop publishing.
- Proper English usage, grammar, punctuation, vocabulary, and spelling.

Ability to:

- Plan, organize, and participate in the operational activities of assigned responsibilities.
- Operate a variety of standard office machines and equipment including computer, printer calculator, and copier.
- Understand and carry out a variety of oral and written instructions independently.
- Analyze situations and take appropriate action regarding routine procedural matters without immediate supervision.
- Word process accurately at a rate required for successful job performance.
- Perform mathematical calculations accurately.
- Compose correspondence independently.
- Establish and maintain efficient information/retrievable systems and prepare reports as directed.
- Perform research and gather information from a variety of sources.
- Meet and maintain the physical requirements necessary to perform assigned job duties in a safe and effective manner.
- Communicate effectively in both oral and written forms.
- Maintain effective work relationships with those contacted in the performance of required duties.

EDUCATION, EXPERIENCE & REQUIREMENTS

- High school diploma or equivalent.
- Prior job related clerical experience with increasing levels of responsibility.
- Valid California Drivers License and evidence of insurance.
- TB test clearance.
- Criminal Justice fingerprint clearance.

PHYSICAL CHARACTERISTICS

1. Sufficient vision to read printed material.
2. Sufficient hearing to conduct in person and telephone conversations.
3. Understandable voice with sufficient volume and clarity to be heard in normal conversations.
4. Sufficient dexterity to write, use telephone, office, and media equipment.
5. Sufficient mobility to move about the District and drive a car.
6. Physical, mental, and emotional stamina to endure long hours under sometimes stressful conditions.
7. Sufficient strength to lift 25 lbs. or carry object weighing over 15 lbs.

Approved by the Board on _____



Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632

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

Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.894 Board Consideration of Approval of Food Services Cashier Job Description
Presenter: Tom Barentson Donna Mayo-Whitlock	Action Item: XX Information Item:

Over the past year the GJUESD Food Services team, under the leadership of Food Services Supervisor Nick Svoboda, has worked with CSEA to update job descriptions. Because of technology systems changes there were needed changes to the Food Service Cashier position. This job description was ratified by CSEA membership.

Staff recommends approval.

JOB TITLE: Food Service Cashier

Description:

To perform cashiering, computer tasks, food prep, serve meal components, clean and sanitize equipment, and perform various other tasks related to a school food service operation.

SUPERVISOR: Food Service Supervisor

TYPICAL DUTIES:

1. Utilizes school food operations meal claiming system to record meals and ala carte items on computer.
2. Collects money, makes change, counts monies, prints and distributes lunch charge slips, calls parents, notifies office of students with negative balances.
3. Assists in prep of meal service items. Including cold and hot food prep. Utilizing kitchen utensils and cooking equipment.
4. Serves menu items during meal periods.
5. Cleans and sanitizes work area and kitchen equipment, pots, pans, utensils, and trays.
6. Aids in receiving deliveries and proper storage of food and supplies.
7. Performs other duties as required.

EMPLOYMENT STANDARDS:

Knowledge of:

- Basic computer skills.
- Basic ability to read, communicate, operate phones, printers, and calculator.
- Safety and sanitation practices.
- Ability to pass Food Service Handler certification.

Ability to:

- Utilize kitchen small wares and cooking and storage equipment.
- Handle money transactions.
- Complete necessary HACCP logs and record keeping.
- Maintain positive pupil and employee contacts.
- Meet expected work times and dress standards.

EDUCATION & EXPERIENCE:

- High School Diploma or equivalent.
- TB test Clearance.
- Criminal Justice fingerprint clearance.

MEDICAL CATERGORY

1. Normally located in a work environment with large kitchen equipment.
2. Exposure to diverse temperature ranges including freezer temps and hot utensils and hot water.
3. Exposure to loud noises & hot temperatures from dishwashers and disposals.
4. Ability to see, hears, & speaks exchange information and identifies hazards.
5. Ability to lift 50 lbs. and carry any object up to 25 lbs.
6. Ability to read printed materials.



Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632

209-744 4545 * 209-744-4553 fax

Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.895 Board Consideration of Approval of Resolution #15: Resolution For Exception To The 180-Day Wait Period
Presenter: Karen Schauer	Action Item: XX Information Item:

The attached resolution and employment agreement are required if the board would require additional help from our current Director of Business Services, who is retiring, before July 1, 2018. If approved, the resolution and agreement must be on file with PERS before any additional help could begin.

PERS (Public Employees Retirement System) has a ruling that requires a retiree to wait 180 days before working for any district, after retirement. This includes working an employee as a consultant. Public agencies can ask for an exception to this waiting period.

Board approval is recommended.

GALT JOINT UNION SCHOOL DISTRICT

RESOLUTION NO. 16

**RESOLUTION FOR EXCEPTION TO THE 180-DAY WAIT PERIOD
GC sections 7522.56 & 21224**

WHEREAS, in compliance with Government Code section 7522.56 the Galt Joint Union School District must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Thomas Barentson retired from Galt Joint Union School District in the position of Director of Business Services, effective June 30, 2018; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 28, 2018 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Galt Joint Union School District and Thomas Barentson certify that Thomas Barentson has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Galt Joint Union School District hereby appoints Thomas Barentson as an extra help retired annuitant to perform the duties of the Director of Business Services for the Galt Joint Union School District under Government Code section 21224, effective July 1, 2018; and

WHEREAS, the entire employment agreement, contract or appointment document between Thomas Barentson and the Galt Joint Union School District has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is \$10,856.34 and the hourly equivalent is \$62.64, and the minimum base salary for this position is \$8301.09 and the hourly equivalent is \$47.89; and

WHEREAS, the hourly rate paid to Thomas Barentson will be \$62.64; and

WHEREAS, Thomas Barentson has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Galt Joint Union School District hereby certifies the nature of the appointment of Thomas Barentson as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Director of Business Services for the Galt Joint Union School District by July 1, 2018, because of necessary, ongoing and programmatic requirements.

PASSED AND ADOPTED on May 23, 2018, at the Regular Board meeting of the Board of Education, at the Galt City Hall Chamber by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

I hereby declare under penalty of perjury that the foregoing Resolution was duly introduced, passed and adopted at the time and place noted and by vote stated.

Karen Schauer
Secretary of the Board of Education

Galt Joint Union School District

Employment Agreement
for
Director of Business Services

This Agreement is made and entered into between the Galt Joint Union Elementary School District (hereinafter "District") and Thomas Barentson.

The District hereby agrees to payment for Director of Business Services by Thomas Barentson subject to the terms and conditions described below:

1. TERM

This agreement shall begin on July 1, 2018, and continue until the additional service is no longer needed by District.

2. COMPENSATION

Services will be compensated at the highest step of the Director of Business Services Salary Schedule, using the base monthly rate, divided by 173.333. This will equate to the hourly rate to be paid. Service will not exceed 960 hours per fiscal year.

3. DUTIES

Duties are set forth in the Director of Business Services job description.

IN WITNESS HEREOF, the parties enter into this Employment Agreement this 23rd day of May, 2018.

Karen Schauer Ed.D., District Superintendent

I hereby accept this offer of employment and agree to comply with conditions thereof:

Date of acceptance: _____

Thomas Barentson



Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.896 Public Hearing of Approval of Compensation, Benefits and Related Issues Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) For The 2017-18 and 2018-2019 School Years
Presenter: Karen Schauer	Action Item: Information Item: Public Hearing: XX

The ratified agreement for certificated educators reflects a 1% salary increase retroactive to February 2018.

Effective July 1, 2018, the agreement includes:

2017-18

- 1% retroactive to February 2018

2018-19

- 1.5% on-going
- Longevity at years 16, 20, 25, 30
- 24 hours compensation from 17-18 is incorporated into on-going base funding compensation without documenting hours
- Additional step for 27 years
- Increase classroom supplies reimbursement (Lottery \$300 to \$400)
- Increase benefits \$35 (\$600 to \$635)
- One year agreement to waive compensation for excessive class size given contract language TK-8

The Sacramento County Office of Education (SCOE) has reviewed the agreement prior to board action. The Public Disclosure of the agreement in accordance with AB 1200 was submitted to SCOE and posted.

**Tentative Compensation, Benefits and Related Issues Agreement between Galt Joint Union
Elementary School District (District) and Galt Elementary Faculty Association (GEFA)**

May 8, 2018

GEFA and the District have met through the Interest Based Bargaining (IBB) Negotiations process and agreed upon the following Tentative Agreement for the 2017-2018 and 2018-2019 Collective Bargaining Agreement as follows:

1. Compensation: (Appendix A) The 2016-17 salary schedule shall be increased by 1.0% across the board for all GEFA represented bargaining unit employees, retroactive to February 1, 2018.
2. Compensation: (Appendix A) The new 2017-2018 salary schedule shall be increased for 2018-19 by 1.5% across the board for all GEFA represented bargaining unit employees effective July 1, 2018. The salary schedule shall continue to include compensation resulting from the MOU dated April 18, 2017 (better known as the 24 hours PD) which was included in the 2017-18 salary schedule. The requirements of the April 18, 2017 MOU otherwise expire June 30, 2018.
3. Effective July 1, 2018, and prospectively, longevity increments for years of service only with the District shall be set as follows:

16-19 years of District service: 1.0% until year 20

20-24 years of District service: an additional 1.0% until year 25

25-29 years of District service: an additional 1.0% until year 30

30-plus years of District service: an additional 1.5%

The unit member shall receive the longevity incentive included in salary.

This prospective addition of longevity steps for District service is mutually negotiated by the District and GEFA pursuant to Education Code section 45028, subdivision (a)(1) and Government Code section 3543.2, subdivisions (d) and (e).

4. The dollar amount for lottery set out in Article XVIII, Educational Lottery Funds, paragraph B.1., of the collective bargaining agreement shall be increased to \$400.
5. (Appendix A): The salary schedule effective July 1, 2018, and prospective only, shall include a new Step 27, set at 1.0125% over Step 24.
6. (Appendix B): The health benefit cap shall be increased to \$635 month effective July 1, 2018.
7. For the 2018-19 school year only, the compensation for excessive class size set out in Article XIII Class Size, paragraph 4, shall be waived and no payments shall be made by the District.
8. The parties agree that paragraphs 1 through 8 above are contingent upon the Governor's May budget revise being substantially equivalent to the Governor's January proposed budget, in terms of 2018-19 State funding to the District.
9. The parties recognize this Tentative Agreement is subject to ratification through the Galt Elementary Faculty Association processes and by the governing Board after the required AB 1200 review by the Sacramento County Office of Education.

(District)

(Galt Elementary Faculty Association)

Date

Date

DWK DMS 3254653v1

SACRAMENTO COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Galt Joint Union School District

Name of Bargaining Unit: GEFA

Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: 7/1/2017 and ending: 6/30/19
 (date) (date)

The Governing Board will act upon the agreement on: May 23, 2018
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

Compensation		Annual	Fiscal Impact of Proposed Agreement		
		Cost Prior to Proposed Agreement FY 17/18	Year 1 Increase (Decrease) FY 17/18	Year 2 Increase (Decrease) FY 18/19	Year 3 Increase (Decrease) FY 19/20
1	Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6)	\$15,525,692.00	\$77,629.00	\$234,050.00	\$0.00
			0.50%	1.50%	0.00%
2	Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	\$50,000.00	\$0.00	\$58,495.00	\$50,000.00
	Description of other compensation	Longevity/Lottery			
3	Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc.	\$2,731,353.00	\$13,613.00	\$62,432.00	\$10,618.00
			0.50%	2.27%	0.38%
4	Health/Welfare Plans	\$1,086,211.00	\$0.00	\$84,105.00	\$0.00
5	Total Compensation - Add Items 1 through 4 to equal 5	\$19,393,256.00	\$91,242.00	\$439,082.00	\$60,618.00
			0.47%	2.25%	0.30%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1	\$263,838.00	\$263,838.00	\$263,838.00	\$263,838.00
7	Total Number of Represented Employees (Use FTEs if appropriate)	205.25	205.25	200.25	194.75
8	Total Compensation <u>Average</u> Cost per Employee	94,486.02	444.54	2,139.25	295.34
			0.47%	2.25%	0.30%

9 . **What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?**

1% increase for 17/18 retroactive back to 2/1/2018

10 . **Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)**

An Additional step 27 added to 18/19 salary schedule which is a 1.25% increase over the current Step 24

11 . **Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)**

Longevity added at in district years at 16/20/25/30 at 1% each and 1.5% at 30+
Class size limit stipends waived for 18-19 only
Increase of \$100 per teacher to lottery supplies

12 . **Does this bargaining unit have a negotiated cap for Health & Welfare** Yes | No

If yes, please describe the cap amount.

The cap on all Health and Welfare benefits is \$600 and is being increased to \$635 in 18-19.

B. **Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)**

Current additional 24 hours in compensation is included in the salary schedule

C. **What are the specific impacts (positive or negative) on instructional and support programs accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)**

No impact is expected on instructional or support programs

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

The May 2018 budget revise must be substantially equivalent to Governor's January proposed budget

E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)? "Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenue and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

This agreement will increase the deficit financing in the current year.

This agreement will add \$410,000 to the deficit financing in 18-19.

The District has analyzed the 19-20 projected budget and identified \$1,050,000.00 in possible cuts

The District has analyzed the 20-21 projected budget and identified \$500,000.00 in possible cuts

The District is anticipating enrollment growth in 18/19.

Additional significant growth is expected due to a large approved residential development in 20/21.

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

There are no other major provisions.

G. Source of Funding for Proposed Agreement

1. Current Year

Fund 1 and Fund 12

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: GEFA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 2/28/2018)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$29,955,266			\$29,955,266
Remaining Revenues (8100-8799)	\$1,528,110			\$1,528,110
TOTAL REVENUES	\$31,483,376	\$0	\$0	\$31,483,376
EXPENDITURES				
Certificated Salaries (1000-1999)	\$14,907,270	\$61,058		\$14,968,328
Classified Salaries (2000-2999)	\$5,060,143			\$5,060,143
Employee Benefits (3000-3999)	\$5,603,360	\$10,707		\$5,614,067
Books and Supplies (4000-4999)	\$2,409,825			\$2,409,825
Services, Other Operating Expenses (5000-5999)	\$2,311,825			\$2,311,825
Capital Outlay (6000-6999)	\$1,000			\$1,000
Other Outgo (7100-7299) (7400-7499)	\$43,876			\$43,876
Direct Support/Indirect Cost (7300-7399)	-\$448,159			-\$448,159
Other Adjustments				\$0
TOTAL EXPENDITURES	\$29,889,140	\$71,765	\$0	\$29,960,905
OPERATING SURPLUS (DEFICIT)	\$1,594,236	-\$71,765	\$0	\$1,522,471
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$31,905			\$31,905
TRANSFERS OUT & OTHER USES (7610-7699)	-\$463,053			-\$463,053
CONTRIBUTIONS (8980-8999)	-\$4,624,597	-\$18,451		-\$4,643,048
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	-\$3,461,509	-\$90,216	\$0	-\$3,551,725
BEGINNING BALANCE	\$4,973,336			\$4,973,336
Prior-Year Adjustments/Restatements (9793/9795)	-\$164,058			-\$164,058
CURRENT-YEAR ENDING BALANCE	\$1,347,769	-\$90,216	\$0	\$1,257,553
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$0			\$0
Reserved for Economic Uncertainties (9770)	\$1,297,579	-\$90,216		\$1,207,363
Designated Amounts (9775-9780)	\$50,190	\$0		\$50,190
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: GEFA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 2/28/2018)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0			\$0
Remaining Revenues (8100-8799)	\$8,291,132			\$8,291,132
TOTAL REVENUES	\$8,291,132	\$0	\$0	\$8,291,132
EXPENDITURES				
Certificated Salaries (1000-1999)	\$4,023,438	\$15,698		\$4,039,136
Classified Salaries (2000-2999)	\$2,346,986			\$2,346,986
Employee Benefits (3000-3999)	\$3,286,710	\$2,753		\$3,289,463
Books and Supplies (4000-4999)	\$1,060,402			\$1,060,402
Services, Other Operating Expenses (5000-5999)	\$1,742,825			\$1,742,825
Capital Outlay (6000-6999)	\$85,962			\$85,962
Other Outgo (7100-7299) (7400-7499)	\$50,000			\$50,000
Direct Support/Indirect Cost (7300-7399)	\$304,120			\$304,120
Other Adjustments				\$0
TOTAL EXPENDITURES	\$12,900,443	\$18,451	\$0	\$12,918,894
OPERATING SURPLUS (DEFICIT)	-\$4,609,311	-\$18,451	\$0	-\$4,627,762
TRANSFERS IN & OTHER SOURCES (8910-8979)				\$0
TRANSFERS OUT & OTHER USES (7610-7699)				\$0
CONTRIBUTIONS (8980-8999)	\$4,624,597	\$18,451		\$4,643,048
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$15,286	\$0	\$0	\$15,286
BEGINNING BALANCE	\$1,415,785			\$1,415,785
Prior-Year Adjustments/Restatements (9793/9795)				\$0
CURRENT-YEAR ENDING BALANCE	\$1,431,071	\$0	\$0	\$1,431,071
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$1,431,071	\$0		\$1,431,071
Reserved for Economic Uncertainties (9770)				\$0
Designated Amounts (9775-9780)				\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: GEFA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 2/28/2018)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$29,955,266	\$0	\$0	\$29,955,266
Remaining Revenues (8100-8799)	\$9,819,242	\$0	\$0	\$9,819,242
TOTAL REVENUES	\$39,774,508	\$0	\$0	\$39,774,508
EXPENDITURES				
Certificated Salaries (1000-1999)	\$18,930,708	\$76,756	\$0	\$19,007,464
Classified Salaries (2000-2999)	\$7,407,129	\$0	\$0	\$7,407,129
Employee Benefits (3000-3999)	\$8,890,070	\$13,460	\$0	\$8,903,530
Books and Supplies (4000-4999)	\$3,470,227	\$0	\$0	\$3,470,227
Services, Other Operating Expenses (5000-5999)	\$4,054,650	\$0	\$0	\$4,054,650
Capital Outlay (6000-6999)	\$86,962	\$0	\$0	\$86,962
Other Outgo (7100-7299) (7400-7499)	\$93,876	\$0	\$0	\$93,876
Direct Support/Indirect Cost (7300-7399)	-\$144,039	\$0	\$0	-\$144,039
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$42,789,583	\$90,216	\$0	\$42,879,799
OPERATING SURPLUS (DEFICIT)	-\$3,015,075	-\$90,216	\$0	-\$3,105,291
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$31,905	\$0	\$0	\$31,905
TRANSFERS OUT & OTHER USES (7610-7699)	-\$463,053	\$0	\$0	-\$463,053
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	-\$3,446,223	-\$90,216	\$0	-\$3,536,439
BEGINNING BALANCE	\$6,389,121			\$6,389,121
Prior-Year Adjustments/Restatements (9793/9795)	-\$164,058			-\$164,058
CURRENT-YEAR ENDING BALANCE	\$2,778,840	-\$90,216	\$0	\$2,688,624
COMPONENTS OF ENDING BALANCE:	\$0			
Reserved Amounts (9711-9740)	\$1,431,071	\$0	\$0	\$1,431,071
Reserved for Economic Uncertainties (9770)	\$1,297,579	-\$90,216	\$0	\$1,207,363
Designated Amounts (9775-9780)	\$50,190	\$0	\$0	\$50,190
Unappropriated Amounts - Unrestricted (9790)	\$0	\$0	\$0	\$0
Unappropriated Amounts - Restricted (9790)	\$0	\$0	\$0	\$0
Reserve for Economic Uncertainties Percentage	3.1%			2.8%

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Adult Education Fund

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of _____)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0	\$0	\$0	\$0
Remaining Revenues (8100-8799)	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
EXPENDITURES				
Certificated Salaries (1000-1999)	\$0	\$0	\$0	\$0
Classified Salaries (2000-2999)	\$0	\$0	\$0	\$0
Employee Benefits (3000-3999)	\$0	\$0	\$0	\$0
Books and Supplies (4000-4999)	\$0	\$0	\$0	\$0
Services, Other Operating Expenses (5000-5999)	\$0	\$0	\$0	\$0
Capital Outlay (6000-6999)	\$0	\$0	\$0	\$0
Other Outgo (7100-7299) (7400-7499)	\$0	\$0	\$0	\$0
Direct Support/Indirect Cost (7300-7399)	\$0	\$0	\$0	\$0
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
OPERATING SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$0	\$0	\$0	\$0
BEGINNING BALANCE	\$0			\$0
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$0	\$0	\$0	\$0
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$0	\$0	\$0	\$0
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Cafeteria Fund

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of _____)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0	\$0	\$0	\$0
Remaining Revenues (8100-8799)	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
EXPENDITURES				
Certificated Salaries (1000-1999)	\$0	\$0	\$0	\$0
Classified Salaries (2000-2999)	\$0	\$0	\$0	\$0
Employee Benefits (3000-3999)	\$0	\$0	\$0	\$0
Books and Supplies (4000-4999)	\$0	\$0	\$0	\$0
Services, Other Operating Expenses (5000-5999)	\$0	\$0	\$0	\$0
Capital Outlay (6000-6999)	\$0	\$0	\$0	\$0
Other Outgo (7100-7299) (7400-7499)	\$0	\$0	\$0	\$0
Direct Support/Indirect Cost (7300-7399)	\$0	\$0	\$0	\$0
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
OPERATING SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$0	\$0	\$0	\$0
BEGINNING BALANCE	\$0			\$0
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$0	\$0	\$0	\$0
COMPONENTS OF ENDING BALANCE:	\$0	\$0	\$0	\$0
Reserved Amounts (9711-9740)	\$0	\$0	\$0	\$0
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Child Development Fund

Enter Bargaining Unit: GEFA

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 2/28/2018)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0	\$0	\$0	\$0
Remaining Revenues (8100-8799)	\$550,993	\$0	\$0	\$550,993
TOTAL REVENUES	\$550,993	\$0	\$0	\$550,993
EXPENDITURES				
Certificated Salaries (1000-1999)	\$176,465	\$873	\$0	\$177,338
Classified Salaries (2000-2999)	\$179,610	\$0	\$0	\$179,610
Employee Benefits (3000-3999)	\$105,654	\$153	\$0	\$105,807
Books and Supplies (4000-4999)	\$21,835	\$0	\$0	\$21,835
Services, Other Operating Expenses (5000-5999)	\$35,474	\$0	\$0	\$35,474
Capital Outlay (6000-6999)	\$0	\$0	\$0	\$0
Other Outgo (7100-7299) (7400-7499)	\$0	\$0	\$0	\$0
Direct Support/Indirect Cost (7300-7399)	\$31,672	\$0	\$0	\$31,672
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$550,710	\$1,026	\$0	\$551,736
OPERATING SURPLUS (DEFICIT)	\$283	-\$1,026	\$0	-\$743
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$283	-\$1,026	\$0	-\$743
BEGINNING BALANCE	\$118,205			-\$46,599
Prior-Year Adjustments/Restatements (9793/9795)	-\$46,599			-\$46,599
CURRENT-YEAR ENDING BALANCE	\$71,889	\$0	\$0	\$71,889
COMPONENTS OF ENDING BALANCE:	\$0	\$0	\$0	
Reserved Amounts (9711-9740)	\$71,889	-\$1,026	\$0	\$70,863
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0
Reserve for Economic Uncertainties Percentage	\$0	\$0	\$0	\$0

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: _____
 Enter Bargaining Unit: **GEFA**

	Column 1	Column 2	Column 3	Column 4
	Latest Board - Approved Budget Before Settlement (As of 3/8/16)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
Revenue Limit Sources (8010-8099)	\$0	\$0	\$0	\$0
Remaining Revenues (8100-8799)	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
EXPENDITURES				
Certificated Salaries (1000-1999)	\$0	\$0	\$0	\$0
Classified Salaries (2000-2999)	\$0	\$0	\$0	\$0
Employee Benefits (3000-3999)	\$0	\$0	\$0	\$0
Books and Supplies (4000-4999)	\$0	\$0	\$0	\$0
Services, Other Operating Expenses (5000-5999)	\$0	\$0	\$0	\$0
Capital Outlay (6000-6999)	\$0	\$0	\$0	\$0
Other Outgo (7100-7299) (7400-7499)	\$0	\$0	\$0	\$0
Direct Support/Indirect Cost (7300-7399)	\$0	\$0	\$0	\$0
Other Adjustments	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
OPERATING SURPLUS (DEFICIT)	\$0	\$0	\$0	\$0
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$0	\$0	\$0	\$0
TRANSFERS OUT & OTHER USES (7610-7699)	\$0	\$0	\$0	\$0
CONTRIBUTIONS (8980-8999)	\$0	\$0	\$0	\$0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$0	\$0	\$0	\$0
BEGINNING BALANCE	\$0			\$0
Prior-Year Adjustments/Restatements (9793/9795)	\$0			\$0
CURRENT-YEAR ENDING BALANCE	\$0	\$0	\$0	\$0
COMPONENTS OF ENDING BALANCE:	\$0	\$0	\$0	\$0
Reserved Amounts (9711-9740)	\$0	\$0	\$0	\$0
Reserved for Economic Uncertainties (9770)	\$0	\$0	\$0	\$0
Board Designated Amounts (9775-9780)	\$0	\$0	\$0	\$0
Unappropriated Amounts (9790)	\$0	\$0	\$0	\$0

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: GEFA

	2017-18	2018-19	2019-20
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
REVENUES			
Revenue Limit Sources (8010-8099)	\$29,955,266	\$31,284,303	\$32,101,555
Remaining Revenues (8100-8799)	\$9,819,242	\$9,866,958	\$8,848,323
TOTAL REVENUES	\$39,774,508	\$41,151,261	\$40,949,878
EXPENDITURES			
Certificated Salaries (1000-1999)	\$19,007,464	\$18,756,288	\$18,103,868
Classified Salaries (2000-2999)	\$7,407,129	\$7,466,523	\$7,320,292
Employee Benefits (3000-3999)	\$8,903,530	\$9,369,800	\$9,837,518
Books and Supplies (4000-4999)	\$3,470,227	\$1,704,843	\$1,704,843
Services, Other Operating Expenses (5000-5999)	\$4,054,650	\$4,040,213	\$3,445,769
Capital Outlay (6000-6999)	\$86,962	\$0	\$0
Other Outgo (7100-7299) (7400-7499)	\$93,876	\$93,876	\$93,876
Direct Support/Indirect Cost (7300-7399)	-\$144,039	-\$144,039	-\$144,039
Other Adjustments	\$0	\$0	\$0
TOTAL EXPENDITURES	\$42,879,799	\$41,287,504	\$40,362,127
OPERATING SURPLUS (DEFICIT)	-\$3,105,291	-\$136,243	\$587,751
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$31,905	\$31,905	\$31,905
TRANSFERS OUT & OTHER USES (7610-7699)	\$463,053	\$275,000	\$225,000
CONTRIBUTIONS (8980-8999)			
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	-\$3,536,439	-\$379,338	\$394,656
BEGINNING BALANCE	\$6,225,063	\$2,688,624	\$2,309,286
CURRENT-YEAR ENDING BALANCE	\$2,688,624	\$2,309,286	\$2,703,942
COMPONENTS OF ENDING BALANCE:			
Reserved Amounts (9711-9740)	\$1,431,071	\$528,451	\$634,481
Reserved for Economic Uncertainties - Unrestricted (9770)	\$1,207,363	\$1,246,875	\$1,217,614
Designated Amounts (9775-9780)	\$50,190	\$533,960	\$851,847
Board Designated Amounts (9775-9780)	\$0	\$0	
Unappropriated Amounts - Unrestricted (9790)	\$0	\$0	\$0
Unappropriated Amounts - Restricted (9790)	\$0	\$0	\$0

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

		2017-18	2018-19	2019-20
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$43,342,852	\$41,562,504	\$40,587,127
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	3%	3%	3%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000	\$1,300,286	\$1,246,875	\$1,217,614

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

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$1,207,363	\$1,246,875	\$1,217,614
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$0	\$0	\$0
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$0	\$0	\$0
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790)			
g.	Total Available Reserves	\$1,207,363	\$1,246,875	\$1,217,614
h.	Reserve for Economic Uncertainties Percentage	2.8%	3.0%	3.0%

3. Do unrestricted reserves meet the state minimum reserve amount?

2017-18	Yes		No	X
2018-19	Yes	X	No	<input type="checkbox"/>
2019-20	Yes	X	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Cuts beginning in 2019-20

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5, Page 1 (i.e., increase was partially budgeted), explain the variance below: N/A

6. Please include any additional comments and explanation of Page 4 if necessary:

K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

COMPARISON OF PROPOSED AGREEMENT TO CHANGE IN DISTRICT BASE REVENUE LIMIT

(a) Current-Year Base Revenue Limit (BRL) per ADA: (obtain from the County Office-provided Revenue Limit run, Form RL, Line 4)	\$ _____ (Estimated)
(b) Prior-Year Base Revenue Limit per ADA: (Form RL, Line 1)	\$ _____ (Actual)
(c) Amount of Current-Year Increase: (a) minus (b)	\$ _____ 0
(d) Percentage Increase in BRL per ADA: (c) divided by (b)	#DIV/0! %
(e) Deficit: (Form RL, Line 9-a)	_____ %
(f) Percentage Increase in BRL after deficit:	_____ %
(g) Total Compensation Percentage Increase from Section A, Line 5, Page 1 for current year (Year 1)	0.47%

DO NOT COMPLETE

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Galt Joint Union School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the GEFA Bargaining Unit, during the term of the agreement from 7/1/17 to 7/1/19.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	
<u>Expenditures/Other Financing Uses</u>	<u>(530,324)</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(530,324)</u>

N/A _____ (No budget revisions necessary)

 District Superintendent
 (Signature)

 Date

 Chief Business Officer
 (Signature)

 Date

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement..

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent
(Signature)

Date

Tom Barentson

Contact Person

Phone
209-744-4545

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on May 12, 2016, took action to approve the proposed Agreement with the Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICTS ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Galt Joint Union School District (District), hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the GEFA Bargaining Unit, during the term of the agreement from 7/1/17 to 7/1/19.

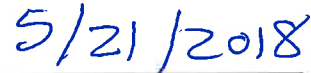
The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

<u>Budget Adjustment Categories:</u>	<u>Budget Adjustment Increase (Decrease)</u>
<u>Revenues/Other Financing Sources</u>	
<u>Expenditures/Other Financing Uses</u>	<u>(530,324)</u>
<u>Ending Balance Increase (Decrease)</u>	<u>(530,324)</u>

N/A _____ (No budget revisions necessary)



District Superintendent
(Signature)



Date



Chief Business Officer
(Signature)



Date



Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.897 Board Consideration of Approval of Compensation, Benefits and Related Issues Agreement Between GJUESD and Galt Elementary Faculty Association (GEFA) For The 2017-18 and 2018-2019 School Years
Presenter: Karen Schauer	Action Item: XX Information Item:

The ratified agreement for certificated educators reflects a 1% salary increase retroactive to February 2018.

Effective July 1, 2018, the agreement includes:

2017-18

- 1% retroactive to February 2018

2018-19

- 1.5% on-going
- Longevity at years 16, 20, 25, 30
- 24 hours compensation from 17-18 is incorporated into on-going base funding compensation without documenting hours
- Additional step for 27 years
- Increase classroom supplies reimbursement (Lottery \$300 to \$400)
- Increase benefits \$35 (\$600 to \$635)
- One year agreement to waive compensation for excessive class size given contract language TK-8

The Sacramento County Office of Education (SCOE) has reviewed the agreement prior to board action. The Public Disclosure of the agreement in accordance with AB 1200 was submitted to SCOE and posted.

Tentative Compensation, Benefits and Related Issues Agreement between Galt Joint Union Elementary School District (District) and Galt Elementary Faculty Association (GEFA)

May 8, 2018

GEFA and the District have met through the Interest Based Bargaining (IBB) Negotiations process and agreed upon the following Tentative Agreement for the 2017-2018 and 2018-2019 Collective Bargaining Agreement as follows:

1. Compensation: (Appendix A) The 2016-17 salary schedule shall be increased by 1.0% across the board for all GEFA represented bargaining unit employees, retroactive to February 1, 2018.
2. Compensation: (Appendix A) The new 2017-2018 salary schedule shall be increased for 2018-19 by 1.5% across the board for all GEFA represented bargaining unit employees effective July 1, 2018. The salary schedule shall continue to include compensation resulting from the MOU dated April 18, 2017 (better known as the 24 hours PD) which was included in the 2017-18 salary schedule. The requirements of the April 18, 2017 MOU otherwise expire June 30, 2018.
3. Effective July 1, 2018, and prospectively, longevity increments for years of service only with the District shall be set as follows:

16-19 years of District service: 1.0% until year 20

20-24 years of District service: an additional 1.0% until year 25

25-29 years of District service: an additional 1.0% until year 30

30-plus years of District service: an additional 1.5%

The unit member shall receive the longevity incentive included in salary.

This prospective addition of longevity steps for District service is mutually negotiated by the District and GEFA pursuant to Education Code section 45028, subdivision (a)(1) and Government Code section 3543.2, subdivisions (d) and (e).

4. The dollar amount for lottery set out in Article XVIII, Educational Lottery Funds, paragraph B.1., of the collective bargaining agreement shall be increased to \$400.
5. (Appendix A): The salary schedule effective July 1, 2018, and prospective only, shall include a new Step 27, set at 1.0125% over Step 24.
6. (Appendix B): The health benefit cap shall be increased to \$635 month effective July 1, 2018.
7. For the 2018-19 school year only, the compensation for excessive class size set out in Article XIII Class Size, paragraph 4, shall be waived and no payments shall be made by the District.
8. The parties agree that paragraphs 1 through 8 above are contingent upon the Governor's May budget revise being substantially equivalent to the Governor's January proposed budget, in terms of 2018-19 State funding to the District.
9. The parties recognize this Tentative Agreement is subject to ratification through the Galt Elementary Faculty Association processes and by the governing Board after the required AB 1200 review by the Sacramento County Office of Education.



Galt Joint Union Elementary School District

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

Board Meeting Agenda Item Information

Meeting Date: 5/23/18	Agenda Item: 171.898 Board Consideration of Approval of Memorandum Of Understanding Between GJUESD And Galt Elementary Faculty Association (GEFA) Regarding Additional Contingent Compensation for GEFA Represented Bargaining Unit Employees
Presenter: Karen Schauer	Action Item: XX Information Item:
<p>The Memorandum Of Understanding for certificated educators reflects a compensation bonus of \$500 per unit member on payroll as of September 1, 2018, contingent on closing of the District's financial "books" that reflect \$200,000 above the ending general fund balance projected from the 2017-18 interim budget.</p>	

**MEMORANDUM OF UNDERSTANDING BETWEEN
GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT (DISTRICT) AND
GALT ELEMENTARY FACULTY ASSOCIATION (GEFA)**

The Galt Joint Union Elementary School District (“District”) and the Galt Elementary Faculty Association (“GEFA”) bargaining teams have met and agreed upon the following MOU regarding additional contingent compensation for GEFA represented bargaining unit employees:

1. Compensation Bonus: One-time bonus of \$500 per unit member on payroll as of September 1, 2018, contingent on closing of the District’s financial “books” that reflect \$200,000 above the ending general fund balance projected from the 2017-18 2nd interim budget. The projected timeframe for disbursement is September 2018.

Date: _____

GALT JOINT UNION ELEMENTARY SCHOOL
DISTRICT

Date: _____

GALT ELEMENTARY FACULTY ASSOCIATION
